



**City of Tukwila  
Transportation and  
Infrastructure Committee**

- ❖ Zak Idan, Chair
- ❖ Kate Kruller
- ❖ Thomas McLeod

<b>Distribution:</b> Z. Idan K. Kruller T. McLeod K. Hougardy D. Robertson Mayor Ekberg D. Cline R. Bianchi L. Humphrey H. Hash H. Ponnekanti G. Labanara	B. Still R. Turpin A. Youn Clerk File Copy 2 Extra  Place pkt pdf on Z:\Trans & Infra Agendas e-mail cover to: A. Le, C. O'Flaherty, A. Youn, D. AlMBERG, B. Saxton, S. Norris, L. Humphrey, Z. Idan
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**NOTE: Wednesday**

# AGENDA

**WEDNESDAY, FEBRUARY 20, 2019 – 5:30 PM**

**HAZELNUT CONFERENCE ROOM  
(EAST ENTRANCE OF CITY HALL)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. CONSENT AGENDA</b>		
a) 2018 Overlay and Repair Program Project Completion and Acceptance	a) Forward to 3/4/19 Regular Consent Agenda	Pg. 1
b) 42 <sup>nd</sup> Ave S/Allentown Bridge Replacement BRAC Grant Application	b) Committee Authorization	Pg. 5
<b>3. BUSINESS AGENDA</b>		
c) 2019 Small Drainage Program Proposed Project List	c) Discussion Only	Pg. 11
d) 2019 - 2020 King County Solid Waste Recycling Grant Acceptance	d) Forward to 3/4/19 Regular Consent Agenda	Pg. 19
<b>4. SCATBd/RTC</b>		
<b>5. MISCELLANEOUS</b>		
e) Project Updates: <ul style="list-style-type: none"> <li>• TIB Crosswalks at S 140<sup>th</sup> St</li> <li>• Upcoming Waste Management Contract Renewal</li> </ul>	e) Discussion Only	
<b>5. ANNOUNCEMENTS</b>		
	<b>Future Agendas:</b>	

**Next Scheduled Meeting: Tuesday, March 5, 2019**

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





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**  
 FROM: **Henry Hash, Public Works Director** *HH*  
 BY: **Scott Bates, Traffic Engineering Coordinator**  
 CC: **Mayor Ekberg**  
 DATE: **February 15, 2019**  
 SUBJECT: **2018 Overlay and Repair Program**  
**Project No. 91810401, Contract No. 18-071**  
**Project Completion and Acceptance**

### ISSUE

Accept contract as complete and authorize release of performance bond.

### BACKGROUND

The Notice to Proceed for Contract No. 18-071 with ICON Materials, Inc. of Pacific, Washington was issued on May 18, 2018 for the 2018 Overlay and Repair Project. This overlay project provided hot mix asphalt (HMA) paving at three locations throughout the City and a portion of the parking lot at Fort Dent Park. The street improvements included: pavement grinding; asphalt paving; removing and replacing concrete curbs, gutters, sidewalks and ADA ramps; adjusting surface utilities to grade; and installing roadway channelization.

### ANALYSIS

Construction was physically completed on July 20, 2018. No change orders were executed. The performance bond is held by the City. The budget for the 2018 Overlay & Repair construction was \$1,003,742.78 and included a 5% contingency, which was not utilized. Under-runs were primarily due to fewer quantities needed during the unsuitable roadway excavation, haul and repair phase of the project.

Construction Contract Amount	\$ 955,945.50
Under-runs	<u>(59,112.09)</u>
Total Amount Paid	<u>\$ 896,833.41</u>

### RECOMMENDATION

Council is being asked to formally accept and authorize the release of the performance bond, subject to standard claim and lien release procedures, for the 2018 Overlay and Repair Project with ICON Materials, in the final amount of \$896,833.41 and consider this item on the Consent Agenda at the March 4, 2019 Regular Meeting.

### ATTACHMENT

Notice of Completion Contract No. 18-071



Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 10-9-2018

Contractor's UBI Number: 601 006 854

Name & Mailing Address of Public Agency
City of Tukwila 6200 Southcenter Blvd Tukwila, WA 98188
UBI Number: 91-6001519

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

Project Name 2018 Annual Overlay Program 91810401	Contract Number 18-071	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Hot Mix Asphalt (HMA) Overlay at the following locations: Southcenter Blvd, 58th Ave S, S.133rd St and Ft dent park.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name ICON Materials	E-mail Address mark.eichelberger@iconmater	Affidavit ID* 833761
Contractor Address 1508 Valentine Ave SE Pacific, WA 98047		Telephone # 206-575-3200
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input checked="" type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: Fidelity and deposit Company of Maryland		Bond Number: 9283910
Date Contract Awarded 5-11-2018	Date Work Commenced 5-18-2018	Date Work Completed 7-20-2018
Date Work Accepted		
Were Subcontracters used on this project? If so, please complete Addendum A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ <u>955,945.50</u>	Liquidated Damages \$	<u>0.00</u>
Additions ( + )	\$ _____	Amount Disbursed \$	<u>896,833.41</u>
Reductions ( - )	\$ <u>59,112.09</u>	Amount Retained \$	<u>0.00</u>
<b>Sub-Total</b>	\$ <u>896,833.41</u>		

Sales Tax Rate n/a rule 171 %

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ _____	<b>TOTAL \$</b>	<u>896,833.41</u>
<b>TOTAL</b>	\$ <u>896,833.41</u>		

**NOTE: These two totals must be equal**

Comments:
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**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.  
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: Diane Jaber  
 Email Address: Diane.jaber@tukwilawa.gov

Title: Fiscal Specialist

Phone Number: 206-433-1871









## INFORMATIONAL MEMORANDUM

**TO: Transportation and Infrastructure Committee**  
**FROM: Henry Hash, Public Works Director** *H.H.*  
**BY: Steve Carstens, Senior Program Manager**  
**CC: Mayor Allan Ekberg**  
**DATE: February 15, 2019**  
**SUBJECT: 42<sup>nd</sup> Ave S/Allentown Bridge Replacement**  
**Project No. 91810404**  
**Bridge Replacement Advisory Committee (BRAC) Grant Applications**

### **ISSUE**

Authorize the submittal of a grant application for funding from the Federal Highway Bridge Grant Program to replace the 42<sup>nd</sup> Ave S Bridge over the Duwamish River, next to the Tukwila Community Center.

### **BACKGROUND**

The Washington State Department of Transportation has issued a Call for Projects to compete for approximately \$75 million of BRAC funding. Tukwila currently has only one bridge which qualifies for funding during this call. The 42<sup>nd</sup> Ave S/Allentown Bridge is structurally deficient and is eligible for replacement. This project is currently programmed in the City's 6-year Transportation Improvement Program (TIP) and the 2019 Capital Improvement Program (CIP).

### **DISCUSSION/FISCAL IMPACT**

Grant applications are due by April 26, 2019 with results in December 2019. A preliminary cost estimate of approximately \$15 to \$20 million has been prepared for the 42<sup>nd</sup> Ave S/Allentown Bridge. The Call for Projects indicates that 20% in matching design and construction funds should be assumed for this project and would require \$3 to \$4 million in local City matching funds.

The BRAC grant application assumes the construction start date would be anticipated to begin in 2023.

### **RECOMMENDATION**

Transportation and Infrastructure Committee authorize the submittal of a BRAC grant application for the 42<sup>nd</sup> Ave S/Allentown Bridge Replacement Project.

### **ATTACHMENTS**

BRAC call for projects  
2019 CIP, page 15  
42<sup>nd</sup> Ave S Bridge Structural Assessment - Executive Summary

## Call for projects - Federal Highways Bridge Program

### Call for projects - OPEN

closes Friday, April 26, 2019

WSDOT is anticipating the availability of approximately \$75 million of Federal Local Bridge program funds for local agency bridge projects. The purpose of the Federal Local Bridge program is to improve the condition of bridges through replacement, rehabilitation, and preventative maintenance. In addition, by incentivizing agencies to use asset management strategies that provide cost-effective solutions to maximize the life expectancy of the structure.

### Eligibility Criteria

All local agency bridge owners who currently have a structure greater than 20 feet in length that meets the following criteria are eligible to apply for funding.

Replacement projects involve the total replacement of an existing structure with a new facility constructed in the same general traffic corridor. Rehabilitation projects involve major work required to restore the structural integrity and/or to correct major safety defects of a structure.

This category of projects is focused on local agency bridges that are classified as structurally deficient. Proposals are encouraged to incorporate and/or demonstrate the utilization of practical solutions throughout the life of the structure. This includes identifying the asset management strategies utilized to maximize the life expectancy of the structure. Specific criteria for eligibility and funding are as follows:

- Projects to receive a maximum award amount of \$12 million per structure.
- Only structurally deficient bridges with a sufficiency rating of less than 40 are eligible to apply for replacement funding.
- Only structurally deficient bridges with a sufficiency rating of less than 80 are eligible to apply for rehabilitation funding.
- Projects will require a 20% local match for the preliminary engineering/design and right of way phases. Projects that authorize construction by December 2023 are eligible for 13.5% local match. If construction is authorized after December 2023, 20% local match is required.
- Structures that are considered functionally obsolete will not be considered for funding in these categories.

Preventative maintenance projects involve extending the service life of an existing structure. The primary activities for this category include: steel bridge painting, scour mitigation, seismic retrofit, and deck resurfacing/repair. This includes identifying the asset management strategies utilized to maximize the life expectancy of the structure. A maximum award amount of \$3 million per structure is available. Specific criteria for eligibility and funding are as follows:

- Steel bridge painting for structures that have greater than 2% of total paint area in Condition State 4.
- Scour mitigation for structures that are calculated or assessed as scour critical.
- Seismic retrofit on structures located in higher risk seismic zones.
- Deck resurfacing/repair on structures that have a total area of 2% or greater of patches and spalls in the deck surface (Condition State 2 plus Condition State 3).
- Projects will require a 13.5% local match during the preliminary engineering/design and right of way phases. Projects that authorize construction by December 2023 are eligible for 100% federal funding for eligible costs. If construction is authorized after December 2023, 13.5% local match is required.

Local agency bridge owners will also be allowed to bundle several structures into one project application to perform specific preventative maintenance activities. Specific criteria for eligibility and funding are as follows:

- Deck sealing and thin overlays for concrete decks with full depth cracking.
- Deck repair for timber decks or slabs for elements in Condition State 3 and 4.
- Expansion joint replacement for elements that are in Condition State 3.
- Concrete superstructure/substructure spall repair and patching for concrete elements that are in Condition State 3.
- Timber substructure repair for timber elements that are in Condition State 3 and 4.
- Bundled project applications will have a maximum award amount of \$3 million per application.
- Local agencies are encouraged to partner with adjacent counties or cities.
- Match requirements are the same as those for preventative maintenance as stated above.

### Selection Process

Proposals will be reviewed to ensure that they are complete and eligible for funding based on the following:

- Field review assessments with Local Agency Bridge Engineer will consider the following:
  - Replacement/Rehabilitation
    - Proposed structure type
    - Route importance (NHS, functional class, detour)
    - Planning level construction cost estimate
  - Steel bridge painting
    - Existing structure type



- Route importance (NHS, functional class, detour)
- Paint history
- Maintenance (cleaning) history
- Scour mitigation
  - Scour analysis on file
  - Scour history (inspection reports, soundings, countermeasures)
  - Route importance (NHS, functional class, detour)
  - Existing substructure design details
- Seismic retrofit
  - Seismic analysis for the recommended retrofit
  - Route importance (functional class, NHS, detour)
  - Existing substructure design details
- Deck resurfacing/repair
  - Review of deck condition history (Deck Overall code in the last 10 years)
  - Route importance (NHS, functional class, detour)
  - Scope of work: concrete repair with new overlay or full deck replacement
- Local agency bridge program compliance
  - Routine, Fracture Critical, Underwater and Special inspections performed on time
  - Timely release of inspections into the National Bridge Inventory
  - Completed and updated load ratings
  - Load postings
  - FHWA compliance visit findings
- Structures on NHS routes and compliance with MAP-21
- Performance and delivery status of current bridge projects
  - Projects not yet started from previous call for projects
  - Delivery of projects according to project timelines

A proposed list of projects will be presented to the bridge advisory group to evaluate and make recommendations. A prioritized list of projects will be submitted to the WSDOT Local Programs Director by August 2019, who will make final decisions on projects awards. Announcements are expected by October 2019.

#### **Program requirements**

Applicants are required to report quarterly on the status and expenditure plan of each project.

#### **Submittal Process**

**Submittals must be sent by e-mail** (paper and CD submittals will not be accepted). Project proposals must be received by midnight **April 26, 2019**.

#### **Project Applications**

1. Project applications and supplemental documentation shall be submitted by email to [hlpgiants@wsdot.wa.gov](mailto:hlpgiants@wsdot.wa.gov).
2. Electronic copies of the following are to be included in the submittal:
  - a. Latest inventory and inspection reports for structures considered for all project applications.
  - b. Latest or newly updated load ratings for replacement or rehabilitation project applications only.
  - c. Electronic photos (640 x 480 pixels minimum .jpg) for all project applications.
  - d. Current bridge scour evaluation and any preliminary hydraulic analysis and supporting documentation for scour mitigation project applications.
  - e. Preliminary seismic evaluation and supporting documentation for seismic retrofit project applications.

#### **Program Contacts**

Region Local Program Engineers

or

John Ho at 360-705-7383 or Roman Peralta at 360-705-7870.

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** 42nd Ave S Bridge Replacement

Project No. 91810404

**DESCRIPTION:** Design and construct a replacement structure for the existing 42nd Ave S Bridge near the Tukwila Community Center.

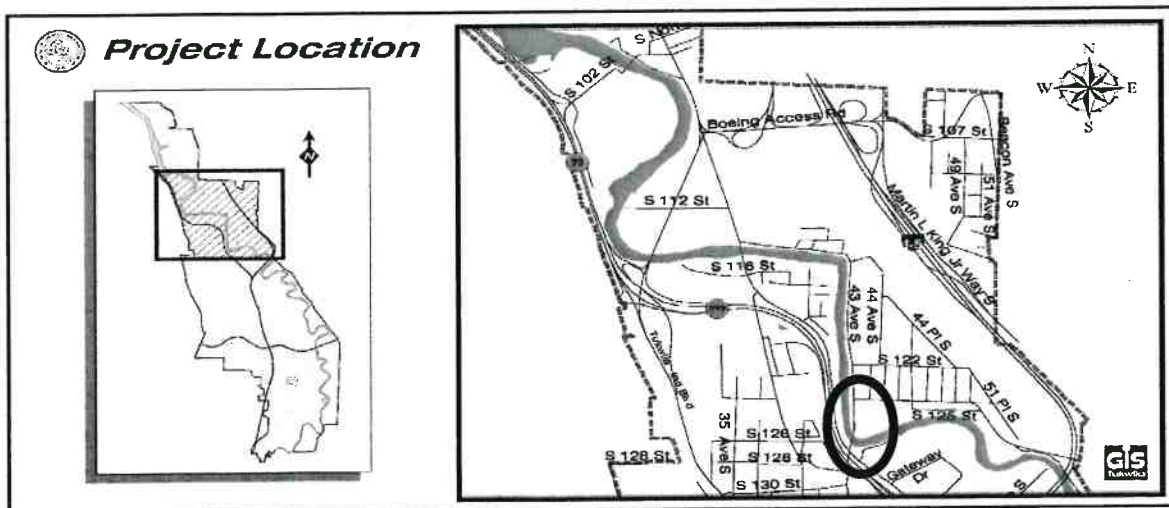
**JUSTIFICATION:** The current bridge has a sufficiency rating of 7.6 (out of 100), is load restricted for AASHTO Type 3 trucks and is structurally deficient. Truck speed was reduced to 15 mph in 2018.

**STATUS:** New project for 2019 - 2024 CIP. In 2017, Bridge Replacement Advisory Committee (BRAC) funding was submitted, but not awarded. If there is a BRAC funding round in 2019, staff will apply for those grant funds.

**MAINT. IMPACT:** New bridge.

**COMMENT:** BRAC funding would be at 80% match for up to \$12.5 million. Project partners may include BNSF Railroad as they have over 1,800 trips a day on the 42nd Ave S Bridge and it is the only ingress/egress available for their intermodal yard.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design				1,600						1,600
Land (R/W)					1,000					1,000
Wetland Mitigation/Monitoring					250	250	250			750
Const. Mgmt.						750	750			1,500
Construction						5,500	5,400			10,900
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600</b>	<b>1,250</b>	<b>6,500</b>	<b>6,400</b>	<b>0</b>	<b>0</b>	<b>15,750</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant				1,280	800	5,000	4,920			12,000
Fund Balance-Bond					450	1,500	1,480			3,430
Mitigation										0
City Oper. Revenue	0	0	0	320	0	0	0	0	0	320
<b>TOTAL SOURCES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600</b>	<b>1,250</b>	<b>6,500</b>	<b>6,400</b>	<b>0</b>	<b>0</b>	<b>15,750</b>





The City of Tukwila Public Works

August 2017

# 42<sup>nd</sup> Avenue South Bridge Structural Assessment

## Executive Summary

The 42nd Avenue South Bridge is a 3-span 280-foot-long bridge built in 1949. The bridge is composed of a 220-foot-long fracture critical steel thru-truss main span with 30-foot-long concrete T-beam approach spans at each end. The existing bridge is both Structurally Deficient and Functionally Obsolete.

A three-tier structure assessment has revealed that there are critical structural elements within the 42<sup>nd</sup> Ave bridge structure that have deteriorated into poor conditions. The examples of these are the short plinth columns at the bridge approaches, truss gusset plates, and main span deck structure.

The bridge is currently nearing the end of its service life and requires strengthening, repainting, deck work, a seismic retrofit, and scour protection, if it were to remain in service. The cost of this work would be prohibitively expensive and would exceed the cost of a new bridge.

The proposed new structure will have the added advantages of being a redundant concrete bridge with very low life cycle maintenance costs to the Bridge Program or to the City of Tukwila.

A cost estimate for the proposed replacement bridge is presented in Appendix C.

Furthermore, it is recommended that until the bridge can be replaced, the interim inspection frequency remains at a six-month interval with special attention being paid to the critical structural elements identified in the structural analysis presented here. A monitoring plan has been developed and will be implemented by the City of Tukwila until bridge funding can be secured and the bridge can be replaced.



## INFORMATIONAL MEMORANDUM

**TO:** Transportation and Infrastructure Committee  
**FROM:** Henry Hash, Public Works Director *H.H.*  
**BY:** Ryan Larson, Senior Program Manager  
**CC:** Mayor Ekberg  
**DATE:** February 15, 2019  
**SUBJECT:** Surface Water Fund - 2019 Annual Small Drainage Program  
Project No. 91941201  
Proposed Project List

### ISSUE

Review the proposed 2019 Small Drainage Project list prior to consultant selection for design.

### BACKGROUND

The Small Drainage Program constructs drainage projects throughout the City which are too large for City staff to complete but are smaller than a typical capital improvement project. The projects originate from citizen complaints and maintenance staff recommendations and are compiled on the Small Drainage Project List. Each year the projects are prioritized based on need, expense, permitting requirements, and length of time on the list. The highest priority projects are then designed and constructed to match the available budget.

### DISCUSSION

Staff has reviewed and updated the Small Drainage Program list for 2019. It is recommended that projects with a Priority Ranking of 1 or 2 be constructed in 2019. The three projects ranked as Priority 1 are primarily worker safety repairs to drainage inlet structures that become plugged in high flow events and require work crews to clear them. The cast-in-place pipe (CIPP) projects listed as Priority 2 should be all constructed under the same construction contract since they involve specialty pipe lining work and high mobilization costs, so it is more cost effective to combine these projects under one contract.

If design or permitting issues prevent construction of any of the projects in 2019, staff will look to a lower priority project that can be designed and constructed so that the available budget can be used to solve existing drainage needs.

### FISCAL IMPACT

The 2019 Small Drainage Program has \$80,000 available for design, \$80,000 for construction engineering, and \$600,000 for construction. The intent of future design and construction contracts will be to design and construct the selected projects within this budget.

### RECOMMENDATION

Information and discussion item only.

### ATTACHMENTS

- 2019 CIP, page 88
- 2019 Small Drainage Project List

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Annual Small Drainage Program

Project No. 9XX41201

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

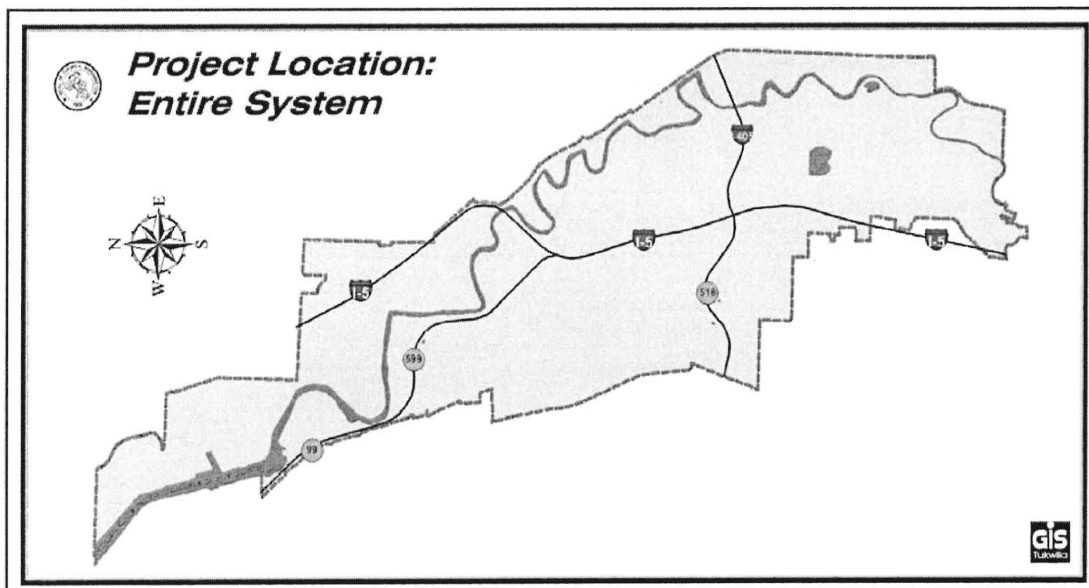
**JUSTIFICATION:** Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

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

**MAINT. IMPACT:** Reduces maintenance.

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

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	50	80	80	80	80	80	80	80	80	690
Streamgages/Monitor	31	35	35	35	36	36	36	36	40	320
Const. Mgmt.	90	45	80	80	80	80	80	80	80	695
Construction	448	600	515	515	514	513	514	514	513	4,646
<b>TOTAL EXPENSES</b>	<b>619</b>	<b>760</b>	<b>710</b>	<b>710</b>	<b>710</b>	<b>709</b>	<b>710</b>	<b>710</b>	<b>713</b>	<b>6,351</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant		65								65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	619	695	710	710	710	709	710	710	713	6,286
<b>TOTAL SOURCES</b>	<b>619</b>	<b>760</b>	<b>710</b>	<b>710</b>	<b>710</b>	<b>709</b>	<b>710</b>	<b>710</b>	<b>713</b>	<b>6,351</b>



## 2019 SMALL DRAINAGE PROJECT LIST

February 5, 2019

<b>Priority Ranking</b>	<b>Problem Statement</b>	<b>Project Description</b>	<b>Cost</b>
1	Gilliam Creek & S. 154 <sup>th</sup> – Replace and improve drainage structure DR05540, “the cone”. This is the structure at the inlet to the culvert that carries Gilliam Creek under Southcenter Blvd.	Rebuild needs to have something similar to the rack on the Gilliam Creek inlet that goes to the river and also improve access to this structure so the crew can maintain it. There might have been some design work started already.	Construction \$100,000 Eng/Cont 25% <u>25,000</u> Total \$125,000
1	14811 42 <sup>nd</sup> Ave South – Inlet to pipe on this property frequently plugs up with debris, then overflows onto 42 <sup>nd</sup> Ave South, creating localized flooding.	Install a type 2 CB on storm pipe DR13258 (the inlet pipe for the flow running across this property) with a beehive rack on top and trash rack on the inlet pipe to the new structure.	Construction \$50,000 Eng/Cont 25% <u>12,500</u> Total \$ 62,500
1	Stairs at the Gilliam Creek Control Structure – Install new stairs for access to the debris grate.	Possibly designed in 2016 but the Crystal Springs project prevented it from being done.	Construction \$75,000 Eng/Cont 15% <u>11,250</u> Total \$86,250
3	Rip rap has been washed out from the end of outfalls at flaggates #27, #28 and #29 in Gateway Park.  Add root wads	Replace rip rap, add root wads, HPA needed.	Construction \$50,000 Eng/Cont 25% <u>12,500</u> Total \$ 62,500
3	57 <sup>th</sup> Ave South off Interurban Ave behind the Golden Nugget.	Bring Type II manhole up to grade by removing 8 feet of 24” riser rings. Add 48” riser sections and new manhole ring & cover.	Construction \$ 15,000 Eng/Cont 25% <u>3,125</u> Total \$ 18,125
4  (Hold, See note)	Christensen Road at Kinko’s – Need to connect storm systems on Christensen to solve pump problem during high river events.  Need to check invert elevations	Install 12” pipe between catch basins behind building.  <b>Note: This site is currently in for a development permit. Engineer has been told about issue and is proposing a piped system that drains both to Christensen Rd and to APE. High flows will be able to flow from Christensen to APE if needed if system is built.</b>	Construction Eng/Cont 15%  Total

<b>Priority Ranking</b>	<b>Problem Statement</b>	<b>Project Description</b>	<b>Cost</b>
3	56 <sup>th</sup> Ave at one-way street, bubbling problems at the catch basin.	Replace 150 feet of 12" storm pipe and (2) Type II manholes.	Construction \$ 35,000 Eng/Cont 25% 8,750  Total \$ 46,250
3	Resident at 10349 Beacon Ave S. has roadway runoff entering her property causing damage to her septic system. Surveyed in 2008.	There are three possible solutions to resolve this issue; 1) obtain easements from private property owners to construct new drainage system to the west, 2) construct a deep storm line to Ryan Way, 3) install several infiltration structures along the flow path. The preferred method will need to be determined during design.	Construction \$ 80,000 Eng/Cont 25% 20,000  Total \$ 100,000
3	Allentown – 48 <sup>th</sup> , 49 <sup>th</sup> , S. 124 <sup>th</sup> – These streets have no formal drainage and have always had problems with runoff into yards and homes from right-of-way.	Install new drainage systems in street one street at a time.	Construction \$ 175,000 Eng/Cont 25% 43,750  Total (Each) \$ 218,750
3	Trail #14 at S. 168 <sup>th</sup> & 53 <sup>rd</sup> – Install storm system under sidewalk to get rid of deep ditch to residence there. From dead end of S. 168 <sup>th</sup> to storm line on 53 <sup>rd</sup> .	Install (2) Type I catch basins and 400 feet of 12" pipe. Remove deep ditch on north side of home's property.	Construction \$ 100,000 Eng/Cont 25% 25,000  Total \$ 125,000
3	S. 124 <sup>th</sup> from 43 <sup>rd</sup> to corner of 42 <sup>nd</sup> , north side of street.	Construct 275' of 12" pipe and approximately 5 Type I catch basins.	Construction \$ 80,000 Eng/Cont 25% 25,000  Total \$ 105,000
3	On 34 <sup>th</sup> & Military Road – Root plugged, old culvert tile pipe.	Replace 18" pipe from Military Road (through old gas station) to 34 <sup>th</sup> , then to corner of S. 144 <sup>th</sup> Street (Approximately 485 ft and 5 Type II manholes)	Construction \$ 125,000 Eng/Cont 25% 31,250  Total \$ 152,525
3	Old broken pipe from ditch on 45 <sup>th</sup> Ave. S. to S. 137 <sup>th</sup> – Mismatched pipes, junk system.	Replace approximately 450 feet of 12" pipe and add (8) catch basins on east side of 45 <sup>th</sup> .	Construction \$ 130,000 Eng/Cont 25% 32,500  Total \$ 162,500



<b>Priority Ranking</b>	<b>Problem Statement</b>	<b>Project Description</b>	<b>Cost</b>
3	At the NE corner of 33 <sup>rd</sup> Ave S. and S. 132 <sup>nd</sup> , 3306 S. 132 <sup>nd</sup> manufactured home has 12" CMP/concrete culvert tile pipe running through yard to manhole under deck and then out to pond in neighbor's yard then to 34 <sup>th</sup> live stream	Replace/re-route system, HPA needed. Approximately 125' of 12" pipe and two type I CBs needed.	Construction \$ 40,000 Eng/Cont 35% <u>12,687</u> Total \$52,687
3	38 <sup>th</sup> Ave & S. 130 <sup>th</sup> to dead end – Needs new drainage system. Old mismatched pipe, deep ditches, steep driveways. Water running into home on lower side of road.	Install new 12" storm system with catch basins and thickened edges to get water to new catch basins. Approximately 470 ft. of 12" pipe and 8 Type I CBs needed.	Construction \$137,500 Eng/Cont 25% <u>34,375</u> Total \$175,875
4	S. 150 <sup>th</sup> creek outfall to catch basin on S. 150 <sup>th</sup> (off Macadam Road). Undersized inlet "debris plugs", south of Baptist church.	Install new cone grate and Type II manhole.	Construction \$ 25,000 Eng/Cont 15% <u>3,750</u> Total \$ 28,750 *Design completed in 2016
4	56 <sup>th</sup> Ave S & S. 141 <sup>st</sup> to S. 139 <sup>th</sup> problem area – Problem ditch. Long berms need new drainage system to prevent homes from being flooded.	Install approx. 600 feet of 12" storm main and (4-6) catch basins from S. 141 <sup>st</sup> to S. 139 <sup>th</sup> . Fill ditch, both sides of 56 <sup>th</sup> Ave South.	Construction \$165,000 Eng/Cont 25% <u>41,250</u> Total \$206,250
4	S. 133 <sup>rd</sup> & S. 134 <sup>th</sup> – Clean rocks and other debris out of 30" CMP pipe on west branch of Southgate Creek.	Debris plugs low flow pipe, hard to keep clean. NPDES issue and private property issue.	Construction Eng/Cont 25% Total
4	West Valley Hwy at the CAT Rental Store – Railroad tracks to the ditch.	Replace 650 feet of 12" pipe and install (5) Type I catch basins. Crossing OK, need R-O-W survey.	Construction \$175,000 Eng/Cont 25% <u>43,750</u> Total \$218,750
4	S. 143 <sup>rd</sup> & Interurban Ave South – Problem ditch from pipe on S 143 <sup>rd</sup> to flaggate manhole on river. Almost impossible to clean and is a maintenance headache.	Install approx. 500 feet of 36" storm main, (1) manhole point to point and fill ditch to river.	Construction \$125,000 Eng/Cont 25% <u>31,250</u> Total \$156,250

<b>Priority Ranking</b>	<b>Problem Statement</b>	<b>Project Description</b>	<b>Cost</b>
4	On S. 133 <sup>rd</sup> from Macadam Bridge to Weir Box on S. 134 <sup>th</sup> – Need to pipe problem ditch. Problem with trees, loose leaves, plugged ditch and storm structure, flooding over roadway and surrounding area.	Install 600 feet of 24” pipe and (3) Type II manholes.	Construction \$150,000 Eng/Cont 25% <u>37,500</u> Total \$187,500
4	On 37 <sup>th</sup> Ave South from S. 126 <sup>th</sup> to S. 128 <sup>th</sup> , then down S. 126 <sup>th</sup> to creek – Old mismatched pipe is broken, junk system etc.	Replace 750 feet of 12” pipe and install (12) catch basins.	Construction \$200,000 Eng/Cont 25% <u>50,000</u> Total \$250,000
4	On S. 130 <sup>th</sup> at East Marginal Way on west side – Old mismatched pipe is broken, junk system etc. From East Marginal Way to 34 <sup>th</sup> – Both sides of road, new system.	Replace pipe from ditch on north side crossing with 950 feet of 12” pipe and (15) catch basins, including angle across street.	Construction \$250,000 Eng/Cont 25% <u>59,375</u> Total \$309,375
5	Off S. 135 <sup>th</sup> between 37 <sup>th</sup> and 35 <sup>th</sup> – Local crawl space flooding due to no drainage in private alley.	Install drainage and hook up homes. Work on Private Alleyway, need petition from property owners for project to proceed.	Construction Eng/Cont 15% Total
4	Large Contech pot style vault at Gilliam Creek crossing on S. 154 <sup>th</sup> – vault needs better access for pot cleaning and replacement.	Pull lid from vault and add 2-3 feet riser section asphalt area. Add fences and gates for vehicle access for cleaning.	Construction \$ 25,000 Eng/Cont 25% <u>6,250</u> Total \$31,250
4	Dead end of S. 109 <sup>th</sup> and 50 <sup>th</sup> – Gravel driveway, home below this issue could be a problem with any directing water over bank.	Water runs off S. 109 <sup>th</sup> to 50 <sup>th</sup> , gravel driveway, washing ruts and flooding home. No easy fix – asphalt, pipe, catch basin, berm to bank??	Construction Eng/Cont 20% Total

## CIPP LINING PROJECTS

<b>Priority Ranking</b>	<b>Problem Statement</b>	<b>Project Description</b>	<b>Cost</b>
2	Southcenter Blvd @ 61 <sup>st</sup> Ave South – Storm main needs to be lined between DR04298 and DR04276 to prevent root intrusion.	Approximately 110' of 18" pipe. There is also a repair that needs to be made 20' from the south end of this pipe where a guardrail post punctured the top of the pipe.	Construction \$ 30,000 Eng/Cont 25% 7,500 Total \$37,500
2	S. 140 <sup>th</sup> Street @ 38 <sup>th</sup> Ave South – Storm main needs to be lined between DR04742 and DR04743 and DR04744 to prevent root intrusion.	Approximately 200' of 12" pipe.	Construction \$ 50,000 Eng/Cont 25% 12,500 Total \$62,500
2	S. 152 <sup>nd</sup> Street @ 42 <sup>nd</sup> Ave South – Storm main needs to be lined between DR02222 and DR02223 and DR01867 to prevent root intrusion.	Approximately 170' of 12" pipe.	Construction \$ 42,500 Eng/Cont 25% 10,625 Total \$53,125
2	S. 130 <sup>th</sup> Street @ 33 <sup>rd</sup> Place South – Storm main needs to be lined between DR04373 and DR04372 and DR04371 and DR04370 to prevent root intrusion.	Approximately 120' of 12" pipe.	Construction \$ 30,000 Eng/Cont 25% 7,500 Total \$37,500
2	40 <sup>th</sup> Ave South @ Southcenter Blvd – Storm main needs to be lined between DR01533 and DR01532 to prevent root intrusion.	Approximately 45' of 8" pipe.	Construction \$ 30,000 Eng/Cont 25% 7,500 Total \$37,500





## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Committee**

**FROM: Jack Pace, Community Development Director**

**BY: Lynn Miranda, Senior Planner**

**CC: Mayor Ekberg**

**DATE: January 22, 2019**

**SUBJECT: 2019 - 2020 King County Solid Waste Recycling Grant Acceptance**

### **ISSUE**

Council approval is required to authorize the Mayor to sign an Interagency Agreement to receive \$67,311 in grant funding that King County Solid Waste Division has awarded to the Tukwila Recycling Program.

### **BACKGROUND**

Tukwila has received a Waste Reduction/Recycling (WRR) grant from King County Solid Waste to support the Recycling Program’s work from January 1, 2019 through December 31, 2020. A signed agreement is required to receive the funds.

Tukwila’s Recycling Assistance Program operates exclusively through grant funding, without City of Tukwila General Fund or Utility Fund monies used. Tukwila has received the WRR grant for several years through a formula based on its population and employment. The WRR grant provides part of DCD’s budget and is regularly included in the City’s overall budget.

### **DISCUSSION**

#### **Waste Reduction/Recycling Grant (WRR)**

The attached Waste Reduction/Recycling grant from the King County Solid Waste division totals \$67,311 for the 24-month grant period. A portion of the WRR grant funds will be used to provide the required 25% match for the Coordinated Prevention Grant (CPG) grant from the Washington Department of Ecology. WRR grant funds are allocated as follows:

- *Residential Recycling Collection Events - \$7,400*  
Funds will be used to support events in Spring 2019 and 2020 to collect secondary recyclables (i.e. “hard-to-recycle” goods such as i.e. tires, sinks, furniture, bulky yard debris, etc.) from Tukwila and King County residents.

- *Commercial/Multifamily Recycling - \$54,000*

The bulk of the grant will assist Tukwila businesses on-site or through other methods as they reduce waste, start, or improve recycling programs, purchase recycled products, and use sustainable business practices. Staff will work focus on sites with property managers and multiple tenants, including some multi-family sites. We will also work with City of Tukwila facilities and purchasing. Funding will support consultant assistance, Department of Community Development staff hours, printed materials such a resource guide sent to all businesses with their business license renewal, support materials such as special collection containers and bags.

- *Residential Program – Rain Barrels - \$2,411*

The Recycling Program will purchase recycled plastic rain barrels and/or compost and worm bins and distribute them to residents at reduced cost during the Residential Collection Event.

- *Residential Program – Tukwila Community Garage Sale - \$3,500*

The Recycling Program will also conduct the annual Tukwila Community Garage Sale to encourage reuse and recycling among residents. Funding will be used to provide advertising and disseminate information about the event and reuse of goods to the public.

## **FINANCIAL IMPACT**

None at this time. The WRR Grant does not require matching City funds.

## **RECOMMENDATION**

Forward this item directly to the Consent Agenda of the March 5, 2019 Regular Meeting. This action will authorize the Mayor to sign an Interagency Agreement with the King County Solid Waste Division and accept grant funding for Tukwila's Recycling Assistance Program through December 31, 2020.

Attachment A:

- Interagency Agreement for 2019 and 2020 between King County and the City of Tukwila

**CPA # 6060243****INTERAGENCY AGREEMENT FOR 2019 and 2020****Between****KING COUNTY and the CITY OF TUKWILA**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Tukwila, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

**PREAMBLE**

King County and the City of Tukwila adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

### A. The City:

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2019 and 2020 shall not exceed **\$67,311**.
2. This Agreement provides for distribution of 2019 and 2020 grant funds to the City. However, grant funds are not available until January 1, 2019.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 30, October 31, January 31) except for the final progress report and request for reimbursement, which shall be due by March 31, 2021.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2020 and March 31, 2021.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2020 and January 2021, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2021.



5. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.  
  
These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2023.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. This project shall be administered by Lynn Miranda, Senior Planner, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Tukwila" and/or "text provided courtesy of the City of Tukwila."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2019 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2019, and shall terminate on June 30, 2021. The City shall not incur any new charges after December 31, 2020. However, if execution by either Party does not occur until after January 1, 2019, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2019 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

#### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Lynn Miranda, Senior Planner, or a provided designee  
City of Tukwila  
6300 Southcenter Blvd.  
Tukwila, WA 98188

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

**City of Tukwila**

\_\_\_\_\_  
Allan Ekberg, Mayor

\_\_\_\_\_  
Date

**King County**

BY \_\_\_\_\_  
Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

CITY OF TUKWILA

2019-2020 WRR GRANT

**Scope of Work**

**A. Basic Information**

1. City of Tukwila
2. Waste Reduction and Recycling (WRR) grant program
3. Contact Information:  
Lynn Miranda, Senior Planner  
City of Tukwila  
6300 South center Boulevard  
Tukwila, WA 98188  
206.433.7162 (phone)  
206.431.3665 (fax)  
[Lynn.Miranda@TukwilaWa.gov](mailto:Lynn.Miranda@TukwilaWa.gov)
4. The City of Tukwila will work with a consultant to implement a business and multi-family recycling assistance program for 2019-2020. We plan to use Olympic Environmental Resources to operate our Special Recycling Event. There are also several residential programs we will be continuing to support. The WR/R grant will also fund labor costs for Tukwila staff that work on and manage all WR/R-funded programs and tasks.
5. Budget: \$67,311 Total, including:
 

Task 1. Residential Recycling Collection Events	\$7,400
Task 2. Commercial/Multifamily Recycling	\$54,000
Task 3. Residential Program – Rain barrels	\$2,411
Task 4. Residential Program – Tukwila Community Garage Sale	\$3,500

**B. Scope of Work**

**Task 1: Tukwila Residential Recycling Collection Events (RCE)**

- a. **Consultant**  
Olympic Environmental Resources
- b. **Schedule**  
Spring, 2019 and 2020
- c. **Program/Project Specifics**
  - Total number of events - Two
  - Materials to be collected:
    - Appliances

## CITY OF TUKWILA

## 2019-2020 WRR GRANT

- Refrigerators and Freezers\*
  - Ferrous Metals
  - Non-ferrous Metals
  - Tires\*
  - Mattresses
  - Styrofoam
  - Lead Acid Batteries
  - Household Batteries
  - Porcelain Toilets and Sinks\*
  - Propane Tanks\*
  - Cardboard
  - Reusable Household Goods
  - Textiles
  - Used Motor Oil
  - Used Motor Oil Filters
  - Used Antifreeze
  - Used Petroleum Based Products
  - Electronic Equipment
- (\*User fees apply)
- The following educational materials will be distributed:
    - Information on City Recycling Programs
    - Local Hazardous Waste Management Plan Educational Materials produced by King County Department of Natural Resources
    - Other educational materials as appropriate.
  - Event promotional methods:
    - Promotional flyer mailed directly to Tukwila residents, and placed in info stands at City Hall sites and Tukwila Community Center.
    - Notices on Tukwila's website, social media, and cable channel (if available), and "Tukwila Reporter" community newspaper
    - Publicizing the event through the King County Solid Waste Division Promotional Activities.
  - Event staffing
    - Key personnel will include City staff, consultant staff, and vendors. Experienced qualified individuals will fill the event greeter, education personnel, and traffic control personnel positions.

#### **d. Performance and Impact Objectives**

The City plans to send out approximately 8,000 promotional flyers to Tukwila households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City of Tukwila's population is approximately 19,600.



## CITY OF TUKWILA

## 2019-2020 WRR GRANT

By collecting the materials listed above, they will be diverted from the waste stream and processed for recycling and reuse. The events will also provide an opportunity to recycle moderate risk waste. Public Health – Seattle & King County, the City of Tukwila, and Washington State Department of Ecology will pay for event expenses as well.

By hosting Recycling Collection Events, Tukwila can reduce the amount of recyclable material going to the local landfill. Based on prior residential collection events, the City expects that approximately 375 to 475 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This is expected to result in approximately 20-25 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents regarding recyclable materials, demonstrate the range of recycling opportunities, and improve behavior in the purchase, handling, and disposal of recyclable materials.

**e. Evaluation**

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Graphic or tabular comparison of 2019 and 2020 volumes and vehicles with prior years' events

**f. Budget: \$7,400 for 2019/18**

	2019/20	2019	2020
<b>Task 1: Tukwila Residential Recycling Collection Events</b>	<b>Task Total \$7,400</b>	<b>Task Total \$3,700</b>	<b>Task Total \$3,700</b>
Consultant* – Administration/ Event Staffing/ Graphics	\$4,700	\$2,350	\$2,350
Consultant – Materials Hauling Cost**	\$2,200	\$1,100	\$1,100
Event Supplies	\$500	\$250	\$250

\* Hourly rates for contracted staff are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

\*\* Includes scrap metal, appliances, tires, styrofoam

WR/R funds will provide the 25% required match for the State of Washington Department of Ecology's Coordinated Prevention Grant, which will fund the remaining 75% of the Recycling Program's portion of event. Funding also comes from the Tukwila Fire Department and the Local Hazardous Waste Management Program

**Task 2: Commercial/Multi-Family Recycling****a. Project Manager**

Lynn Miranda, Senior Planner, City of Tukwila

**b. Consultant**

The City of Tukwila will work with a consultant/recycling technical assistance specialist.

**c. Schedule**

First quarter, 2019 – December 31, 2020

**d. Program/Project Specifics**Business Outreach/Technical Assistance

The City of Tukwila will provide technical assistance to help businesses, including City of Tukwila facilities and some multi-family complexes, start, or improve recycling programs, waste prevention and purchase of recycled products either by e-mail, telephone, mail, or on-site visits.

City of Tukwila staff, assisted by a Business Recycling and Waste Prevention Specialist (consultant to the City of Tukwila) will respond when individual businesses, multi-tenant properties and property managers request assistance. We expect to generate requests for recycling assistance by providing information about business recycling services on the City of Tukwila's website, and by including information about City-sponsored recycling programs in the "Tukwila Reporter," and with business license mailings. We will send targeted postcards (and emails as possible) to Tukwila businesses, advising them of free recycling service and technical assistance. We will offer free desk-side recycling containers made of recycled plastic as an incentive to businesses that start or improve recycling/waste reduction/stewardship programs.

We will strive to improve recycling, waste reduction and environmentally-preferable purchasing practices at City of Tukwila facilities, and at City-sponsored events for the public.

We will highlight outstanding business recycling programs throughout Tukwila through "Tukwila Green Works" and "Tukwila Business Recycler of the Year" programs. If other opportunities arise, we will adjust the work plan for greatest effectiveness. Timely, scheduled telephone follow-up will be provided to all businesses reached for technical assistance either by the staff project manager or the consultant.

We will assist businesses with recycling, waste prevention and purchasing of recycled content goods, and, when possible, also furnish information about product stewardship, and conserving other resources used in typical business activities. We will

## CITY OF TUKWILA

## 2019-2020 WRR GRANT

give them information about recycling onsite, as well as proper offsite disposal/recycling of electronics and mercury bulbs. By contacting companies directly with individualized information we hope to prepare and motivate businesses to change and improve their solid waste behaviors.

Tukwila's solid waste contract with Waste Management includes embedded commercial recycling. We will work with Waste Management and other recycling companies to increase signups. We will continue to coordinate with King County's Business Recycling Program by working with any Tukwila business that is referred to us, and to participate in the Solid Waste Division's industry, topic, or area-specific campaigns.

#### Promotion/Education

We plan to promote non-residential recycling and waste prevention by through a variety of activities, including a selection of the following:

- Recycling information on Tukwila's website
- Informational materials promoting non-residential recycling and proper disposal of electronics, mercury bulbs, other hazardous materials.
- "Tukwila Green Works" program to recognize outstanding business performance.
- "Tukwila Business Recycler of the Year" award to stimulate interest in recycling
- Purchase, distribute additional recycled content promotional materials (i.e. pens, pencils)
- Update and distribute "Tukwila Business Recycler" pamphlets with business license renewals and to individual businesses.
- Purchase and distribute desk side recycling containers free of charge as an incentive for businesses to begin or upgrade recycling programs.
- Materials, such as in-unit collection bags or educational flyers, may be purchased for multi-family complexes.
- Bill inserts.

We will coordinate our promotion/education activities with King County's resources and programs as appropriate.

#### **e. Performance and Impact Objectives**

- Increase awareness among Tukwila businesses of the benefits of recycling and the technical assistance which the City offers.
- Increase awareness of and support for product stewardship.
- Work with businesses and multi-family complexes to sign up for recycling services, including the free recycling services offered via contract with Waste Management, and to down-size garbage service to save money and/or be more environmentally friendly.
- Expand the number of businesses and multi-family complexes who sign up for recycling and ultimately improve waste diversion.

## CITY OF TUKWILA

## 2019-2020 WRR GRANT

- Reduce waste produced by businesses and ensure that businesses are recycling the correct items onsite, and bringing other items, such as computers, to proper recycling facilities.
- Distribute approximately 4,000 “Tukwila Business Recycler” pamphlets directly to Tukwila companies to give information about recycling resources and generate requests for technical assistance.
- Assistance to at least 50 businesses, including at least 20 on-site visits.
- Assistance to at least 5 multifamily complexes, including distributing materials to facilitate recycling, such as bags.

**f. Evaluation**

- Follow-up with selected businesses and/or multi-family complexes to see if they have implemented program changes and to determine which assistance measures were the most helpful in changing recycling-related behaviors.
- Keep data including:
  - the number of businesses and/or complexes assisted
  - type of assistance provided (mail, e-mail, on-site, other)
  - a list of business names, addresses, contact persons, and telephone numbers (and other business data) for the businesses assisted;

**g. Budget: \$56,411 for 2019/20**

	<b>Total</b>	<b>2019</b>	<b>2020</b>
<b>Task 2: Commercial/ multi-family assistance</b>	<b>Task Total \$54,000</b>	<b>Task Total \$27,000</b>	<b>Task Total \$27,000</b>
Consultant	\$40,000	\$20,000	\$20,000
Staff/administrative	\$2,000	\$1,000	\$1,000
Supplies/Materials (containers, bags, etc)	\$8,000	\$4,000	\$4,000
Printing/Distribution	\$4,000	\$2,000	\$2,000

**Task 3: Residential Program – Rain barrels****a. Project Manager**

Lynn Miranda, Senior Planner, City of Tukwila

**b. Consultant**

We will work with Olympic Environmental Resources to distribute rain barrels during Residential Collection Events.

**c. Schedule**

## CITY OF TUKWILA

## 2019-2020 WRR GRANT

Rain Barrels to be sold in 2019 and 2020. We have a surplus of rain barrels and worm bins remaining from 2018 to sell in 2019. Additional items may be purchased in 2020, if needed.

**d. Program/Project Specifics**

Rain barrels are popular green gardening products for Tukwila residents. In prior years, the City has offered rain barrels for residents at significant subsidy. They have been well-received and have increased water conserving (rain barrel) behavior among Tukwila residents, as well as awareness of recycled content goods. This project will make it easier for Tukwila residents to buy and use recycled-content rain barrels to conserve water and practice other green gardening activities.

Grant funds will be used to buy and store barrels, and work with a contractor to sell the barrels at the annual RCE.

**e. Performance and Impact Objectives**

- Encourage greater awareness and use of water conservation and green gardening strategies by (single-family) Tukwila residents
- Help home gardeners to acquire and use recycled-content gardening equipment (i.e. recycled plastic rain barrels)
- Buy approximately 33 recycled plastic rain barrels to sell to Tukwila residents at a reduced cost
- Divert plastic from the waste stream
- Promote the use of recycled content products

Tukwila will purchase recycled plastic rain barrels and sell them at a 50 to 60 percent discount to Tukwila residents at Residential Recycling Collection Events (RCE) and at the Tukwila Backyard Wildlife Festival in 2019 and 2020. To encourage purchase and use, we will charge the residents a reduced fee of approximately \$35 per rain barrel. The City will publicize the distribution event(s) through its Residential Collection Event (RCE) mailing to all Tukwila residents and on the City's website.

Each recycled plastic rain barrel weighs approximately 40 pounds and diverts approximately twice that amount (80 pounds) from the waste stream. We expect to sell all the bins. This will divert a significant amount of plastic from the waste stream and clearly demonstrate the use of a high-quality product made from recycled content. In addition to encouraging market development for plastics, distributing rain barrels encourages Tukwila residents to conserve water for reuse in the lawn and garden, and reduces surface water runoff.

**f. Evaluation**

- Track number of rain barrels distributed to residents.
- Sample email survey of rain barrel purchasers to determine use levels.

**g. Budget: \$2,411 for 2019/2020**

	2019-2020	2019	2020
<b>Task 3: Residential Programs - Rain barrels, Compost bins &amp; Worm bins</b>	<b>Task Total</b> \$2,411	<b>Task Total</b> \$200	<b>Task Total</b> \$2,011
Consultant - sale of barrels & bins + barrel storage	\$400	\$200	\$200
Supplies - Rain barrels and worm bins*	\$2,011	\$0	\$2011

*\*33 rain barrels @ approximately \$60 each*

#### Task 4. Residential Program - Tukwila Community Garage Sale

- a. **Project Manager**  
Lynn Miranda, Senior Planner, City of Tukwila
- b. **Schedule**  
Summer, 2019 and 2020
- c. **Program/Project Specifics**  
WR/R funds will support Tukwila’s recycling and reuse-oriented Community Garage Sale. Tukwila residents will hold garage/yard/rummage sales at their homes across Tukwila for one summer weekend. Tukwila will use WR/R funding to provide resources for staffing, advertising, and information about the event and reuse of goods to be disseminated to the public.
- d. **Performance and Task Objectives**
  - Support recycling, reuse of household goods, and waste prevention by supporting an event, such as the community-wide “garage sale” for Tukwila residents, and updating recycling information on the City of Tukwila website.
  - Promote reuse and recycling of goods by Tukwila residents who hold garage/yard/rummage sales at their homes
  - Raise awareness of reuse and recycling among the public that shops at Tukwila Community Garage Sale sites throughout the community.
- e. **Evaluation**
  - Track number residents participating in Community Garage Sale.
  - Survey all participants in the Community Garage Sale to see their satisfaction with the Community Garage Sale, and to gauge their interest in future recycling/waste prevention programs and activities.
- f. **Budget: \$3,500 for 2019/20**

CITY OF TUKWILA

2019-2020 WRR GRANT

	<b>2019-2020</b>	<b>2019</b>	<b>2020</b>
<b>Task 4. Community Garage Sale</b>	<b>Task Total \$3,500</b>	<b>Task Total \$2, 000</b>	<b>Task Total \$2, 000</b>
Printing, distribution, and advertising	\$3,000	\$1,500	\$1,500
Staff costs	\$500	\$250	\$250

## 2019-2020 Grant Guidelines

### **Program Eligibility:**

The King County Solid Waste Division (SWD) has prepared a Recycling Case Studies document with a number of innovative projects recently implemented by King County and several cities aimed at influencing waste prevention and recycling consistent with the King County Comprehensive Solid Waste Management Plan (Comp Plan) and the County's goals. SWD encourages consideration of these case study ideas in the development of grant proposals. Furthermore, in an effort to encourage collaboration, leveraging, and potential joint projects between cities and other partners, the Case Studies and the WRR application information has been shared with selected regional environmental firms.

Grant funds may be used for a variety of Waste Reduction & Recycling (WRR) related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Case Studies document (Attachment 4), which includes the topics below.

<b>Examples of innovative projects:</b>
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- King County SWD: Multicultural Recycling Outreach - Recicla Mas! Es Facilísimo.
- City of Bellevue: Multifamily Organics Recycling Technical Assistance.
- City of Issaquah Recycling Outreach: Waste Wise Multifamily Outreach.
- City of Bothell: Recycling Vouchers/Special Items Recycling Event.
- Cedar Grove Composting, Inc.: Increasing Food Waste Diversion in Diverse Communities.
- City of Redmond: Redmond Commercial Organics Collection.
- Olympia School District: Purchase of Bulk Milk Containers for Schools.
- Cities of Kirkland, Bellevue, Redmond, and Bothell: City Partnership - Eco Lunch Eastside Initiative/Reusable Lunch Kits.
- King County SWD: EcoConsumer Program Repair Events.

**Please contact Lucy Auster at 206-477-5268 or [lucy.auster@kingcounty.gov](mailto:lucy.auster@kingcounty.gov) if you have questions about specific program eligibility, consistency with the Comp Plan, and/or are interested in obtaining a list of the environmental firms that SWD has provided notice to regarding this grant program.**



**The following are not eligible for funding:**

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
  - > treated wood,
  - > paint,
  - > lead acid batteries,
  - > oil, gasoline, and antifreeze,
  - > fluorescent lights.
- Household Hazardous Waste (HHW) education programs.

Cities should pursue funding for HHW collection or education programs through the King County Local Hazardous Waste Management Program (LHWMP) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

**Grant Administration**

*Requests for Reimbursement:*

Cities may submit one request for reimbursement per year during the funding cycle, due no later than March 19, 2019 and March 17, 2020. However, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

*Accrual Reporting:*

By the 5<sup>th</sup> working days of January 2019 and January 2020, cities must notify SWD of the amount of their total expenditures for work that has been completed but for which a request for reimbursement has not yet been submitted.

**Progress and Final Reports**

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle (June 30, 2019). (Note: The final request for reimbursement would still need to be submitted by March 17, 2020.) All progress and final reports must be signed by a city official. Signed reports may be scanned and emailed.

**Amendments**

Formal amendments to grant Interagency Agreements (IAAs) are unnecessary unless the city wishes to significantly change its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

10-Jan-19

Cert#: 11879

King County Solid Waste Division-Dept. of Natural Resources and Parks  
 Attn: Lucy Auster  
 201 S Jackson St Suite 701  
 Seattle, WA 98104-3855

RE: City of Tukwila  
 Contract #5902881

### Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 155 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe  
 Deputy Director

cc: Peggy McCarthy

cletter

**BUDGET SUMMARY REPORT FORM**  
**2019-2020 Waste Reduction & Recycling Grant Program**

City: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ Invoice #: \_\_\_\_\_  
 \_\_\_\_\_ Report Period: \_\_\_\_\_  
 Preparer's Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Total amount requested this period: \_\_\_\_\_  
 Total amount previously invoiced: \_\_\_\_\_  
 Original interlocal amount: \_\_\_\_\_  
 Total amount charged to date: \$ \_\_\_\_\_ -  
 Amount remaining for completion of interlocal: \$ \_\_\_\_\_ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
	<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

**For King County Use**  
 Contract # \_\_\_\_\_ 0  
 Project 1126942 Org 720122 Exp.Account 54150 Task 22.000'  
 Purchase Order # \_\_\_\_\_ Requisition # \_\_\_\_\_ Receipt \_\_\_\_\_  
 Supplier # \_\_\_\_\_ Supplier Pay Site \_\_\_\_\_ Invoice # \_\_\_\_\_ Payment Type \_\_\_\_\_

Total charges this period are approved for payment: \$ \_\_\_\_\_  
 Project Manager: \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit E**

**Expense Summary Form**

**King County Waste Reduction Recycling Grant**

**2019/2020 Grant Cycle**

City of \_\_\_\_\_

Reimbursement Request # \_\_\_\_\_

Date \_\_\_\_\_

Contract # \_\_\_\_\_

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
					<b>0</b>

**Total**