



City of Tukwila  
**Community Development &  
 Neighborhoods Committee**

- ◆ De'Sean Quinn, Chair
- ◆ Dennis Robertson
- ◆ Verna Seal

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# AGENDA

**TUESDAY, JUNE 25, 2019 – 5:30 PM**  
**HAZELNUT CONFERENCE ROOM**  
 (At east entrance of City Hall)

Item	Recommended Action	Page
<b>1. PRESENTATION(S)</b>		
<b>2. BUSINESS AGENDA</b>		
a. Contracts for demolition and asbestos abatement. <i>Jim Toole, Code Enforcement Officer</i>	a. Forward to 7/8 C.O.W. and 7/15 Regular Mtg.	<b>Pg.1</b>
b. A contract for plan review and inspection services. <i>Jerry Hight, Building Official</i>	b. Forward to 7/8 C.O.W. and 7/15 Regular Mtg.	<b>Pg.17</b>
c. Mid-term report on the Artists in Residency program. Olisa Enrico-Johnson and Sarah Kavage, Artists in Residence. <i>Tracy Gallaway, Parks &amp; Recreation Manager</i>	c. Discussion only.	<b>Pg.29</b>
d. Economic Development Plan outreach process. <i>Derek Speck, Economic Development Administrator</i>	d. Forward to 7/8 C.O.W. for consensus.	<b>Pg.53</b>
<b>3. ANNOUNCEMENTS</b>		
<b>4. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** *Tuesday, July 9, 2019*



The City of Tukwila strives to accommodate individuals with disabilities.  
 Please contact the City Clerk's Office at **206-433-1800** ([TukwilaCityClerk@TukwilaWA.gov](mailto:TukwilaCityClerk@TukwilaWA.gov)) for assistance.





## **INFORMATIONAL MEMORANDUM**

**TO:** Community Development and Neighborhood Committee

**FROM:** Jack Pace, Director

**BY:** Jim Toole, Code Enforcement Officer, DCD

**CC:** Mayor Ekberg

**DATE:** June 19, 2019

**SUBJECT:** Demolition and Asbestos Abatement Contracts

### **ISSUE**

Demolition and asbestos abatement contract with PCI Democon and EHS-International Inc to resolve code enforcement issues on the property located at 15026 42<sup>nd</sup> Ave S

### **BACKGROUND**

Code enforcement staff has been working with the owner of the property located at 15026 42<sup>nd</sup> Ave S to bring the property into compliance with Tukwila Municipal Code. However, the structure has been left in a dilapidated condition since 2002 and continues to be public nuisance and an abandoned property.

On July 22, 2002, permit D02-212 was applied for by the owner to bring a single story house to the vacant lot. There was no payment made and no permit was issued. Since 2002, fifteen separate permits have been applied for at a total cost of \$6,868.34. To date, only one of the fifteen permits has been finalized. Additionally, the owner requested and received eight extensions on several permits and was denied twice. There are no active permits on this property and there are no permit applications currently under review.

Since the time the home was brought onto the property in 2006 and raised to build a new first floor, very little work has been completed. There is no active water, sewer, or electric service connected to this house as of June 14, 2019.

Since 2015 and as recent as May 2019, the Tukwila Police have responded to complaints of people breaking into the house and squatting in the garage. People have been found in both the house and garage.

### **DISCUSSION**

The City filed a nuisance abatement action in King County Superior Court in 2015 and obtained a default judgment which authorizes the City to enter upon the property to complete abatement. However, in 2016, the property owner had been responsive and worked cooperatively with Code Enforcement to remove overgrowth, rubbish and graffiti from the exterior of the property. In 2017, the progress slowed, and owner became

increasingly unresponsive. With Ms. Lee present, Code Enforcement, Building Official, and Fire Marshal conducted an inspection on April 12, 2018 and May 25, 2018 and found the structure in an unfit state (rafters cut in half, black mold, water damage, evidence of rodent infestation, squatters, etc.). The City moved forward with abatement proceedings and a hearing for complaint of unfit building was conducted on August 22, 2018. On September 4, 2018, Findings, Determination, and Order of the Improvement Officer for the City of Tukwila was issued and the property owner was ordered to secure the house, clean up the property, and submit an application for the demolition of the house and detached garage.

On December 14, 2018, Ms. Lee quit claimed the property to her brother Ton Lee and Mary Armstrong. On January 10, 2019, the new owners were offered a Voluntary Correction Agreement (VCA) to address the code enforcement issues of unfit building.

Current Status: Mary Armstrong submitted a signed and certified VCA on January 28, 2019. Wen Wu Lee signed for Ton Lee. Ms. Lee has not provided sufficient evidence to prove she has power of attorney for Ton Lee. The City Attorney is reviewing the new power of attorney for Ms. Lee to determine its validity.

Given unsuccessful attempts at getting the VCA completed staff is requesting the City Council to approve contracts for demolition and asbestos abatement. Once the demolition is complete, the city shall lien the property for demolition and asbestos abatement expenses. The city shall receive payment at the time of future sale of the property or can foreclose on the lien.

## **FINANCIAL IMPACT**

The amount budgeted is \$50,000 and the expenditure required is \$65,000 which shall be covered by DCD budget.

## **RECOMMENDATION**

The Council is being asked to approve the two contracts and consider this item at the July 8, 2019 Committee of the Whole meeting and subsequent July 15, 2019 Regular Meeting.

## **ATTACHMENTS**

Draft Demolition Contract  
Draft Asbestos Abatement Contract  
Photographs of buildings to be demolished  
Location map

EHS - INTERNATIONAL, INC.  
 FILENAME: 19-136  
 PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188  
 CONTACT: Jim Toole  
 AUTHOR: Bill Schroeder/Derica Escamilla

DATE: 05/07/19

ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

**SUMMARY OF FEES AND COSTS**

	Task Subtotals
Task 01: Limited HAZMAT Survey Labor	\$4,048
Task 01R: Limited HAZMAT Survey Reimbursables	\$1,019
Task 01: Limited HAZMAT Survey Total	\$5,067
Task 02: Asbestos/HAZMAT Removal Design & Pre-bid Labor	\$3,523
Task 02R: Asbestos/HAZMAT Removal Design & Pre-bid Reimbursables	\$192
Task 02: Asbestos/HAZMAT Removal Design & Pre-bid Total	\$3,715
Task 03: Asbestos/HAZMAT Const. Admin Labor	\$3,613
Task 03R: Asbestos/HAZMAT Const. Admin Reimbursables	\$190
Task 03: Asbestos/HAZMAT Const. Admin Total	\$3,802
<b>Total Proposal</b>	<b>\$12,584</b>

**SCOPE OF WORK & ASSUMPTIONS**

Time and Materials "not to exceed" fee proposal for professional hazardous materials consulting services for the City of Tukwila Department of Community Development (Client) at the Demolition Project located at 15026 42nd Ave S, Tukwila Washington 98188. Based on email correspondence with Jim Toole and information on the King County Assessor's website, EHS-International, Inc. (EHSI) understands that the Client plans to demolish the existing two-story residential building and single-story detached garage. EHSI proposes to provide a limited hazardous materials pre-demolition survey. The Limited Asbestos and Hazardous Materials Survey will identify, locate and quantify asbestos-containing materials (ACM), lead-containing paint (LCP), other lead-containing materials (LCM), arsenic-containing materials (As), and will quantify polychlorinated biphenyls (PCBs) fluorescent light ballasts and mercury (Hg)-containing light tubes and thermostats that will be impacted by the project. Additionally, this proposal includes asbestos-containing material (ACM) and hazardous materials (HAZMAT) design, pre-bid services for removal and disposal of impacted ACM and HAZMAT, and construction administrative services associated this project.

This Limited Asbestos and Hazardous Materials Survey Report will meet the Washington State "Good Faith Survey" requirements as cited in Revised Code of Washington (RCW) 49.26.016 and implemented by L&I DOSH regulation, Washington Administrative Code (WAC) 296-62-07721, and Regulation III, Article 4 of the Puget Sound Clean Air Agency (PSCAA) requirements for a pre-demolition asbestos survey, and will comply with all applicable Federal, State and local regulations for a pre-demolition asbestos surveys. This proposal is based on projects of similar scope, but subject to revision with written approval for significant changes in scope.

**Task 01-Limited Hazardous Material Survey and Report**

1. EHSI will complete a pre-renovation Limited Hazardous Materials Survey in preparation for the Demolition Project. EHSI will collect and submit for analysis up to eighty (80) bulk samples plus four (4) QA samples to an independent lab of suspect asbestos-containing material (ACM). Any additional samples that EHSI deems necessary to identify suspect material will only be submitted for analysis with the prior written approval of the Client and will be billed at the same time and materials rate as the proposed samples.
  - a. EHSI will review any prior surveys, "as built" drawings, or renovation records made available by the Client.
  - b. EHSI will incorporate all sample results from previous surveys and all "positive" results, but will reconfirm all negative results from previous surveys.
  - c. EHSI will sample all potentially impacted "accessible" suspect ACM within the project scope.
  - d. Limited destructive inspection is included in the scope of this proposal including: floors, ceilings and wall systems. EHSI will assume probable concealed or inaccessible materials to be ACM, that can't be sampled without disruptive destructive inspection (e.g., materials concealed in plumbing walls, above "hard lid" ceilings, under concrete floors, energized electrical or mechanical equipment or fire door cores). EHSI will sample the roof down to the roof deck only from the roof edge accessible from a ladder. EHSI will not attempt to walk on the sloped roof or take any samples that are not easily accessible from the roof edge for either roofing or roof insulation.
  - e. EHSI will seal sample locations of suspect materials to prevent inadvertent exposure to ACM, but this proposal does not include the repairing or painting minor damage of suspect materials resulting from inspection.
  - f. EHSI will collect and submit to a separate, independent laboratory for analysis, up to four (4) QA samples for asbestos. All samples will be analyzed on a standard 5-day turn-around time (TAT). Expedited analysis at a higher cost is available, if requested.
  - g. EHSI will use an x-ray fluorescence spectrometer (XRF) to determine the presence of lead in suspect lead containing paint and lead containing materials (LCP & LCM). In addition, EHSI will collect and submit for laboratory analysis three (3) QA samples of suspect LCP and/or LCM.
  - h. EHSI will collect and submit for analysis up to one (1) samples of BMU or CMU mortar for analysis for arsenic (As), if needed.
  - i. Inspect a representative number of each type of impacted fluorescent fixture for PCB-containing ballasts and will quantify mercury (Hg)-containing light tubes. EHSI will inspect for and quantify mercury-containing thermostats.
2. EHSI will prepare a detailed survey report identifying ACM/LCM/LCP/PCBs/Hg/As which will be impacted by the planned renovation activities. EHSI will also provide a cost estimate for the removal and disposal of ACM, Lead, As, PCBs and Hg-light tubes. A preliminary survey report will be provided within two (2) weeks of receipt of draft analytical reports, with a final report provided upon receipt of final, signed lab reports (approximately 2 weeks later).

**Task 02 - Asbestos/HAZMAT Removal Design and Pre-bid Services**

1. EHSI will prepare bid documents for the removal and disposal of Asbestos/HAZMAT expected to be impacted by the proposed renovation/addition project.
  - a. EHSI will prepare specifications for the removal and disposal of ACM, LCP/LCM, As, PCB-containing fluorescent light ballasts, and Hg-containing fluorescent light tubes.
  - b. EHSI will prepare HAZMAT removal drawings for inclusion in the project bid set.
  - c. EHSI will prepare 95% review and 100% design drawings and bid set specifications, only. Any other design submittals will only be prepared at the direction of the Client at the same time and materials rate as specified herein.
  - d. EHSI will attend one pre-bid walk-through meeting and provide support to Client to respond to questions concerning hazardous materials removal.

EHS - INTERNATIONAL, INC.

DATE: 05/07/19

FILENAME: 19-136

PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188

CONTACT: Jim Toole

AUTHOR: Bill Schroeder/Derica Escamilla

ASSIGNMENT: "Good Faith" Inspection and Report, Design and Pre-bid and CA

**SUMMARY OF FEES AND COSTS CONT...**

**Task 03 - Asbestos/HAZMAT Const. Admin Services**

1. EHSI will review and respond to the Contractor's asbestos and hazardous materials work plans and pre-work submittals.
2. EHSI will attend one (1) pre-abatement construction meeting and provide support to the Client's Project Manager (PM) concerning asbestos and HAZMAT questions.
3. EHSI will provide three (3) days of industrial hygiene technician contractor monitoring site visits (approximately 4 hours per site visit) while the structure is being abated. Note: During these site visits, EHSI will monitor and report on Contractor compliance with contract and regulatory requirements and assess Contractor progress for response to pay requests. EHSI assumes there will be up to (5) days of abatement.
4. EHSI will accomplish independent "third party" final visual asbestos and HAZMAT removal completion inspections to confirm compliance with the contract documents following the Contractor's L&I DOSH final visual inspections and review of Contractor's pre-demo PCM clearances, but will not run independent air sampling.
5. EHSI will review and respond to RFIs, CORs, and abatement contractor pay requests.
6. EHSI will review periodic and final submittals for the bid package and prepare a final close-out report for the HAZMAT work accomplished.

By my signature below, I authorize the Survey, Report, Design, Pre-bid, and Construction Administration Services as described herein and grant EHSI approval to proceed, as noted.

\_\_\_\_\_  
Jim Toole, City of Tukwila

\_\_\_\_\_  
Date

\*\*\*\*\* PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL \*\*\*\*\*

EHS - INTERNATIONAL, INC.  
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 CONTACT: Jim Toole  
 AUTHOR: Bill Schroeder/Derica Escamilla

DATE: 05/07/19

ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

**TASK 01 - PRE-DEMOLITION LIMITED HAZMAT INSPECTION AND REPORT**

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/ PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
HAZMAT - 2 inspectors (including travel)	0.0	0.0	0.0	16.0	0.0	0.0	16.0
Sample Preparation and Delivery	0.0	0.0	0.0	0.5	0.0	0.0	1.0
HAZMAT Survey Report & QA/QC	0.0	1.0	1.0	2.0	0.0	0.0	7.0
Sample Location Drawings	0.0	0.0	0.0	0.0	3.5	0.0	0.5
ACM Quantities & Abatement Cost Est.	0.0	0.5	0.5	0.0	0.0	0.0	1.0
Project Management	0.0	1.0	1.0	0.0	0.0	1.0	0.0
Hour Totals:	0.0	2.5	2.5	18.5	3.5	1.0	25.5
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$0	\$313	\$238	\$1,480	\$280	\$80	\$1,658

LABOR COSTS:

**TOTAL DIRECT LABOR: \$4,048**

DIRECT COSTS:

Survey consumables: \$20 /day 1 days \$20  
 ODC SUBTOTAL \$20  
 ODC MARKUP 10% \$2

EQUIPMENT COSTS:

XRF Analyzer \$125 /day 1 day \$125  
 25' Scissor lift \$300 /day 0 day(s) \$0  
 EQUIPMENT COST SUBTOTAL: \$125

LABORATORY COSTS: (5-day TAT)

Asbestos bulk sample analysis (excluding QA) \$6 /sample 80 samples \$480  
 Asbestos bulk sample analysis (QA) \$9 /sample 4 samples \$36  
 Asbestos (Point Count) \$25 /sample 5 samples \$125  
 Arsenic bulk sample analysis \$19 /sample 1 samples \$19  
 Lead sample analysis for QA \$12 /sample 3 samples \$36  
 LAB SUBTOTAL \$696  
 LAB MARKUP 20% \$139.20

TRANSPORTATION COSTS:

Mileage (2 RTs, plus lab delivery) \$0.580 /mile 64 miles \$37.12

TRANSPORTATION COST SUBTOTAL: \$37

**TOTAL REIMBURSABLES: \$1,019**  
**TOTAL COSTS, THIS SHEET: \$5,067**

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EHS - INTERNATIONAL, INC.

DATE: 5/7/2019

FILENAME: 19-136

PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188

CONTACT: Jim Toole

AUTHOR: Bill Schroeder/Derica Escamilla

ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

**TASK 02 - HAZMAT DESIGN & PRE-BID**

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
Design Site Check, Report and Drawing Updates	0.0	0.0	6.0	2.0	0.0	0.0	3.0
HAZMAT Technical Specs (95% and Final)	1.5	3.0	0.0	2.0	0.0	0.0	4.0
HA Drawings (95% and Final)	1.0	2.0	4.0	0.0	4.0	0.0	1.0
Project Management	0.0	2.0	1.0	0.0	0.0	1.0	0.0
Hour Totals:	2.5	7.0	11.0	4.0	4.0	1.0	8.0
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$363	\$875	\$1,045	\$320	\$320	\$80	\$520

LABOR COSTS:

**TOTAL DIRECT LABOR: \$3,523**

OTHER DIRECT COSTS:

Courier/FedEx/postage:	\$25 /delivery	0 deliveries	\$0
Survey consumables:	\$20 /day	1 days	\$20
	DIRECT COST SUBTOTAL:		\$20
Direct cost mark-up	10.00%		\$2

LABORATORY COSTS: (24 hr. TAT)

Asbestos bulk sample analysis (excluding QA)	\$11 /sample	10 samples	\$110
Asbestos bulk sample analysis (QA)	\$17 /sample	1 samples	\$17
	LABORATORY COST SUBTOTAL:		\$127
Laboratory cost mark-up	20.00%		\$25

TRANSPORTATION COSTS:

Mileage	\$0.580	32 mi.	\$19
	TRANSPORTATION COST SUBTOTAL:		\$19

**TOTAL REIMBURSABLES: \$192**  
**TOTAL COSTS, THIS SHEET: \$3,715**

\*\*\*\*\* PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL \*\*\*\*\*



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ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

**TASK 03 - HAZMAT CONST. ADMIN SERVICES**

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
Pre-work Submittal Review	0.0	0.5	1.0	2.0	0.0	0.0	3.0
IH Tech On-site Contractor Monitor (3 visits, plus travel)	0.0	0.0	0.0	12.0	0.0	0.0	0.0
ACM Sample Handling/Delivery	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Respond to RFIs, CORs & Pay Requests	0.5	2.0	1.0	0.0	0.0	0.0	0.0
Pre-abatement Kickoff Mtg/Pre-con (X1)-Optional	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Project Management	0.0	1.0	2.0	0.0	0.0	1.0	0.0
Review Periodic & Final Submittals	0.0	1.0	1.0	2.0	0.0	0.0	2.0
Prepare ACM & HAZMAT Closeout Rpt	0.0	0.5	1.0	1.0	0.0	0.0	4.0
Hour Totals:	0.5	5.0	8.0	17.0	0.0	1.0	11.0
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$73	\$625	\$760	\$1,360	\$0	\$80	\$715

LABOR COSTS:

**TOTAL DIRECT LABOR: \$3,613**

OTHER DIRECT COSTS:

Oversight Consumables	\$20 /set	2 sets	\$40
		DIRECT COST SUBTOTAL:	\$40
Direct cost mark-up	10.00%		\$4
EQUIPMENT COSTS:			
Air Sample Kit (Sampling pumps and rotameter)	\$75 /day	0 days	\$0
		EQUIPMENT COST SUBTOTAL:	\$0
LABORATORY COSTS:			
Asbestos Air Sample analysis (PCM - 24 hr TAT)	\$20 /sample	0 samples	\$0 (incl. req. blanks)
PLM Bulk Sample analysis (for discovery of concealed materials)	\$20 /sample	5 samples	\$100
		LABORATORY COST SUBTOTAL:	\$100
Laboratory cost mark-up	20.00%		\$20
TRANSPORTATION COSTS:			
Mileage (2 visits)	\$0.580	44 mi.	\$26
		TRANSPORTATION COST SUBTOTAL:	\$26
		<b>TOTAL REIMBURSABLES:</b>	<b>\$190</b>
		<b>TOTAL COSTS, THIS SHEET:</b>	<b>\$3,802</b>

\*\*\*\*\* PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL \*\*\*\*\*





7415 W. Bostian Rd., Woodinville, WA 98072  
 (425) 806-8404 phone  
 (425) 806-7404 fax

# PROPOSAL

To Customer:	<i>City of Tukwila ATTN: Jim Toole</i>	Date:	<i>November 9, 2018</i>
		Pages sent:	<i>5 pages</i>
Job Name	<i>Structure Demolition</i>	Location	<i>Tukwila, WA.</i>

PCI Democon (hereinafter designated as "CONTRACTOR") proposes to furnish all materials and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

PCI Democon is providing our bid proposal for the structure demolition work as noted below. Please note the clarifications, qualifications and exclusions listed within this proposal.

**Demolition & Abatement Scope of Work:**

- Demolition of: Residential (2) story structure and a single-story garage including concrete foundations from existing site. All concrete slabs and foundations will be hauled off for recycling.
- Drawings included in this proposal are: N/A
- Addendums included in this proposal: N/A
- Rough Grade finish
- One (1) Mobilization. Additional mobilizations will be at a cost of \$ 1,500.00 ea.

- **Demolition Proposal** **\$ 49,477.00**





7415 W. Bostian Rd., Woodinville, WA 98072  
(425) 806-8404 phone  
(425) 806-7404 fax

## PROPOSAL

### **Bid Qualifications:**

- Proposal based upon full unobstructed access to the work area until completion of PCI Democon's work.
- Proposal based on PCI providing a comprehensive hazardous material survey of the project.
- Proposal based on PCI rough grading and hydroseeding the site upon completion of demolition.
- Proposal based on full use of the site for demolition and abatement activities.
- Proposal based on PCI installing a silt fence on the east side of the property prior to demolition activities.
- Proposal based on all demolition work to be within the building drip lines.
- Proposal based on PCI clearing vegetation from the site once demolition is complete.
- Proposal based on Proposal is based on a 5-6 day anticipated time frame for demolition.
- Proposal is based on removing all concrete slab and foundations.
- Proposal based on PCI rough grading site on demolition affected area.
- Proposal based on there being no active utilities connected to any structure.
- Proposal based on all hazardous materials to be removed by others prior to demolition.
- Proposal based on all items to be salvaged for reuse shall be removed, by others, prior to commencement of demolition.
- Proposal is based on normal business hours work.
- Proposal based upon the specific scope of work listed-above. Any work not specifically listed in the, "Demolition Scope of Work" section of this proposal is the responsibility of others.
- PCI Democon price is based on clarifications stated in this proposal and is conditional upon acceptance of mutually agreed-upon contract terms and conditions.

### **Specific Exclusions:**

- Anything removed for reinstallation/re-location, removal or disposal of any hazardous materials, bracing or shoring of structure or items to remain, protection of items to remain, UST's, save or salvage items, premium time, building security, engineering drawings or fees, WSST, and any demolition not specifically shown or noted above.

We would like to thank you for the opportunity to provide you with our proposal for this project. Proposal is guaranteed for 30 days.

Respectfully Submitted,  
PCI Democon

*Shawn Smith*

Shawn Smith  
Senior Estimator / Project Manager

08-04-03





# Standard Terms and Conditions

**The Work:** CONTRACTOR will supply and perform only that work specifically described herein (the "Work"), notwithstanding anything to the contrary contained in any bid documents presented by the Customer (the "Bid Documents"). It is specifically understood that the scope of work described herein shall supersede anything to the contrary provided in the Bid Documents. The asbestos removal Work shall be done one floor/area at a time. Any work to be done beyond that described herein shall require that a change order be executed. Customer shall notify CONTRACTOR if CONTRACTOR's work is to be stopped upon reaching any aggregate contract sum.

**Disposal:** Notwithstanding anything herein or in any Bid Documents to the contrary, unless specifically stated otherwise, CONTRACTOR's Work shall not include the disposal or hauling of any asbestos or any asbestos containing material ("ACM") and title to such asbestos or ACM shall never be in the name of CONTRACTOR for any reason whatsoever.

**Schedule:** CONTRACTOR will supply and perform the Work in accordance with the schedule (the "Schedule") described herein, or in the absence thereof, in accordance with the Bid Documents. CONTRACTOR's obligation hereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in the Schedule, the contract price and the Schedule shall be equitably adjusted. In the event CONTRACTOR is delayed in its Work or is otherwise required to accelerate or resequence its Work for reasons other than the fault of CONTRACTOR or others under CONTRACTOR's control, then CONTRACTOR shall be entitled to additional compensation.

**Work Week:** Customer will cooperate with CONTRACTOR in scheduling all Work, including disconnections, reconnections, interruption of services and utilities, and similar matters. In the event that Customer requires CONTRACTOR to work outside of normal daytime business hours, CONTRACTOR shall be entitled to additional compensation for such overtime.

**Guarantee:** CONTRACTOR warrants and guarantees that its Work will be performed in compliance with all Federal, State and/or Local regulations and, at the time of Customer's acceptance inspection, will meet the specifications in the Contract Documents specifically relating to CONTRACTOR's Work. CONTRACTOR's obligation to repair or replace defective Work will expire one year from the completion of CONTRACTOR's Work. THIS WARRANTY IS IN LIEU OF ANY WARRANTIES PROVIDED IN THE BID DOCUMENTS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR's liability is limited to the foregoing and it shall not in any case be liable for indirect, incidental, consequential or special damages of any kind.

**Insurance:** CONTRACTOR shall supply workers compensation insurance in the form and amount required by law. CONTRACTOR shall supply general liability insurance, evidenced by its standard certificate of insurance, the price of which shall be included in the bid price unless otherwise specified herein. Additionally, CONTRACTOR shall obtain insurance specifically regarding liabilities resulting from asbestos abatement and removal activities, the cost of which shall be paid by the Customer unless otherwise specified herein.

**Protection of Work:** CONTRACTOR shall be responsible for protecting the Work, or portions thereof, during the time the Work or portions of it are under its control; provided, however, that during such time, CONTRACTOR shall not be responsible for loss or damage caused by others, nor for any damages whatsoever while CONTRACTOR is not on site.

**Storage and Facilities:** Customer will provide at its expense sufficient storage space to CONTRACTOR, which is fully protective of materials and equipment furnished for the Work at the place of performance of the Work. Customer will provide at its expense all light, heat, power and water which is required by CONTRACTOR for performance of the Work in the custom and practice of CONTRACTOR's trade.

**Taxes:** Customer will pay for any and all taxes which are now or may be imposed on the Work by any Federal, State or Local taxing authority, law, ordinance, rule or regulation, unless otherwise specified herein.

**Bonds:** Upon the request and at the expense of Customer, CONTRACTOR will furnish performance and payment bonds written by a corporate surety. The cost of any such bonds is not included in the bid price and shall be paid for by Customer.

**Indemnity:** CONTRACTOR will indemnify and hold harmless Customer from all or such portion of such loss or damage to persons or property to the extent arising directly from CONTRACTOR's performance of the Work and which is caused solely by the willful misconduct or negligent acts of CONTRACTOR, its employees, or anyone under its control. Customer will indemnify and hold harmless CONTRACTOR from all or such portion of such loss or damage to persons or property to the extent arising directly from the willful misconduct or negligent acts of Customer, its employees or anyone under its control, including other contractors.

**Payments:** For Work commenced and completed in any one calendar month, Customer will pay the full contract price in full upon the completion and acceptance of the Work. Otherwise, all progress payments for the value of the Work completed plus the amount of materials and equipment suitably stored on or off site, and final payment, shall be paid by the Customer to CONTRACTOR within thirty (30) days after the Customer's receipt of CONTRACTOR's payment application therefor.

**Inspection and Acceptance:** CONTRACTOR's Work with respect to asbestos removal on each floor/area shall be considered complete when CONTRACTOR notifies Customer that the Work on said floor/area has been completed in accordance with the specifications. The Customer's inspection of the Work shall take place within twenty-four (24) hours from receipt of notice from CONTRACTOR. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of the Work.

**Retention:** For Work completed, ninety-five percent (95%) of the contract value of Work performed during each payment period will be payable as provided above up to a maximum retention of \$50,000.00. In any event, the full balance of the contract price shall be payable in full upon completion and acceptance of the Work.

**Late Payments and Attorney's Fees:** All sums not paid to CONTRACTOR when due, for whatever reason, shall bear an interest rate of one and one-half percent (1½%) per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer.

**Changes:** CONTRACTOR may only be ordered in writing by the Customer to make changes in the Work within the general scope of the Work consisting of additions, deletions, changes to the Schedule in duration or sequence, or other revisions, and the contract price and the Schedule shall be adjusted accordingly. Before starting the changed Work, CONTRACTOR will submit to the Customer a request for adjustment to the contract price and/or the Schedule. CONTRACTOR will not commence any such changed or revised Work until receipt of a written change order from the Customer incorporating an adjustment to the contract price and/or Schedule in accordance with the above. In the event that CONTRACTOR encounters asbestos or ACM not included in the scope of Work, CONTRACTOR shall notify Customer, and removal of such ACM shall be by change order submitted by CONTRACTOR. In the event the Work is reduced by mutual agreement of Customer and CONTRACTOR, such agreement shall include an equitable increase in the Contract Sum due to CONTRACTOR for each floor/area on which the Work was performed. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of CONTRACTOR's Work on such floor/area as meeting all requirements of the Agreement and the Contract Documents. The Contract Sum shall be increased for increases in the cost to CONTRACTOR of labor, materials and disposal.

**Force Majeure:** CONTRACTOR shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Customer, other subcontractors, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, acts of the government, either in its sovereign or contractual capacity, labor difficulties or shortages, vendor allocations, freight embargoes, fires, floods, epidemics, quarantine

restrictions, accidents, unusually severe weather, and acts of God. CONTRACTOR shall be entitled to an equitable adjustment in the Schedule and Contract Sum for such delays as described above.

**Customer Supplied Property:** If the Work described herein requires Customer to supply materials, equipment or other property, then Customer warrants that such items shall be fit for the use for which they were intended. If such items do not conform, CONTRACTOR shall notify Customer within a reasonable time after CONTRACTOR's notice of the nonconformance and CONTRACTOR may request additional compensation by change order.

**CONTRACTOR Supplied Property:** Whenever the Customer, its employees, contractors and subcontractors (other than CONTRACTOR) use ladders, scaffolding, tools, vehicles, equipment or property of any kind, either owned or rented by CONTRACTOR, Customer shall indemnify and hold CONTRACTOR harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such, except when caused by the sole active negligence of CONTRACTOR.

**Differing Site Conditions:** If CONTRACTOR encounters conditions at the site differing materially from those indicated in the Bid Documents, or unknown physical conditions at the site of unusual nature differing materially from those ordinarily encountered by CONTRACTOR's trade, then CONTRACTOR shall promptly notify the Customer, stop its Work and await instructions from Customer. If such conditions cause a change in the cost of, or the time required for, performance of any portion of the Work, an equitable price adjustment shall be made and the Schedule modified accordingly.

**Notices:** Any notice or written claim required to be submitted to the Customer on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a reasonable time period, and in a manner to permit the Customer to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided therein.

**Liens:** Nothing shall serve to void CONTRACTOR's right to file a lien or claim on its behalf in the event that any payment to CONTRACTOR is not timely made.

**Damages:** Notwithstanding anything to the contrary in the Bid or Contract Documents, CONTRACTOR will in no event be liable for consequential, incidental or special damages of any kind for any reason whatsoever, whether arising in contract, tort or equity. This release includes but is not limited to claims of negligence.

**Preparation of Work Areas:** The Customer shall prepare all Work areas so as to be acceptable for mobilization by CONTRACTOR. CONTRACTOR will not be called upon to start Work until sufficient areas are ready to ensure continued Work until job completion. CONTRACTOR shall not be responsible for damage to any property (a) which is to be replaced by Customer, or (b) which is damaged as a result of removal by CONTRACTOR prior to performance of the Work in order to perform Work despite CONTRACTOR exercising reasonable care to prevent damage.

**Termination and Suspension:** If the Customer does not pay CONTRACTOR in a timely manner within seven (7) days from the time payment should be made as provided herein (except where such nonpayment is due to defective Work by CONTRACTOR or other material breach by CONTRACTOR), then CONTRACTOR may, without prejudice to any other remedy it may have, upon two (2) additional days' written notice to the Customer, stop its Work until payment of the amount owing has been received. In the event CONTRACTOR resumes its Work, the Schedule shall be equitably adjusted, and CONTRACTOR shall incur no liability for such termination. Further, the contract price shall, by appropriate adjustment, be increased by the amount of CONTRACTOR's reasonable costs of shutdown, delay and startup. Further, if CONTRACTOR's Work is terminated or suspended for the convenience of the Customer or any other party, then CONTRACTOR shall be paid for all Work performed to-date, for equipment and materials already ordered, and for CONTRACTOR's costs of early termination, or in the case of suspension, CONTRACTOR's costs of shutdown, delay and startup. Notwithstanding anything herein to the contrary, CONTRACTOR shall not be liable for any damage while CONTRACTOR is not on site.

**Waiver:** CONTRACTOR's waiver of any term herein shall not be construed as a waiver of such terms at any subsequent time.

**Recordkeeping:** The Customer and CONTRACTOR shall both be required to maintain their records for at least a thirty (30) year period. This set of records shall include, but is not limited to, acceptance documents, reports of hazard assessments, governmental notifications, medical surveillance, employer releases, disposal records, record of equipment use, bulk analysis and air monitoring results, plans and specifications, documents dealing with employee training, documents showing proper work techniques, work logs and diaries, warning signs and notices, types of encapsulents used, policies and procedures regarding safety equipment, decontamination procedures, interim and final inspection forms, emergency procedures, governmental inspection reports.

**Cooperation and Safety:** CONTRACTOR shall have exclusive use of the workspace unless CONTRACTOR consents otherwise. CONTRACTOR's Work shall be performed in accordance with all applicable requirements of the Environmental Protection Agency, OSHA and other Federal, State and Local regulations relating to asbestos removal. Customer will cooperate with CONTRACTOR in all respects and take all necessary actions to enable CONTRACTOR to meet all such requirements with respect to the Work and the Project. Customer will cooperate with CONTRACTOR to assure that all areas where the Work is being performed are closed to access by unauthorized persons. Customer shall provide adequate security, including security personnel, to prevent unauthorized entry into CONTRACTOR's Work areas. The Customer will ensure that its employees, representatives, agents and tenants will abide by all safety procedures applied by CONTRACTOR on the Project. CONTRACTOR shall provide for its Work all safety signs, direction signs and warning signs for the Project in accordance with statutory requirements. All visitors to the Work areas shall be required to comply with CONTRACTOR's safety requirements. The Customer agrees that CONTRACTOR's insurer's representatives shall have the right to inspect CONTRACTOR's Work and Project without hindrance. The Customer agrees that it shall not perform any work or engage any other contractor or person to perform work within the abatement areas. CONTRACTOR shall not be required to continue the Work if a dispute arises out of, relates to, or results from an actual or alleged breach of safety requirements relating to asbestos or an inability on CONTRACTOR's part to comply with the safety requirements.

**Legal Effect:** This proposal offers to the Customer the terms and conditions upon which CONTRACTOR will perform the Work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by CONTRACTOR. Acceptance of the proposal is expressly limited to the terms stated herein. Additional or inconsistent terms of Customer's form or other documents are objected to and rejected and shall be deemed a material alteration thereof. Upon acceptance, this proposal will represent the entire agreement of the parties with regard to performance and payment for the Work. The proposal may be changed or withdrawn at any time prior to acceptance by notice to the Customer and will be deemed withdrawn if not accepted by the Customer within thirty (30) days from the date hereof.

## Contractual Clarifications

- CONTRACTOR'S price is based on clarifications stated in this proposal (and is conditional upon acceptance of mutually agreed-upon contract terms and conditions). CONTRACTOR'S attached Standard Terms and Conditions, including CONTRACTOR's Standard Insurance, will apply to this project.
- Protection of finished Work is excluded. CONTRACTOR'S Work must be approved and accepted on an area-by-area basis prior to removal of scaffolding and other equipment necessary to perform the Work. Once approval has been given and such equipment has been removed, and CONTRACTOR has left the area, CONTRACTOR cannot be responsible for damage to its Work.
- Any damage to CONTRACTOR'S Work, which is not specifically caused by CONTRACTOR, will be considered damage by other trades. CONTRACTOR will be compensated for any repairs of damage by others via change order to the subcontract.
- CONTRACTOR will be reimbursed for material received and stored in warehouse or pre-stocked at jobsite.
- This proposal is per existing plans and specifications. All necessary design, architectural and engineering services, whether already performed or contemplated, shall be provided by others. This qualification overrides any condition requiring CONTRACTOR to furnish such services. Any assistance given to the Owner's or General Contractor's design professionals is furnished as an accommodation to the Owner and/or General Contractor, and such services do not make CONTRACTOR liable or responsible for any design Work. The Owner's design professionals shall approve any required shop drawings. Shop drawings submitted by CONTRACTOR do not constitute design, architectural or engineering services, and any shop drawings shall be deemed to be approved by the appropriate design professionals working for the Owner and/or General Contractor unless CONTRACTOR is promptly notified of needed modifications. Any contract awarded shall specify that design, architectural and engineering services are the responsibility of others.
- Notwithstanding anything in the Bid Documents to the contrary, CONTRACTOR'S scope of Work shall include only that Work specifically enumerated or described in this Proposal. Any additional work shall require a written change order.
- CONTRACTOR shall not be responsible for damaged work in place arising from or relating to weather, environmental conditions, or other parties, except to the extent that such damage is covered by insurance (excluding deductibles).
- As used in this Proposal, "costs" shall mean all costs associated with the performance of the Work, including but not limited to supervisory costs, engineering costs, and all other expenditures reasonable and necessary to complete the Work required under the terms of this Proposal, or any modification thereto.
- *To the extent this Proposal explicitly includes design or engineering responsibilities, CONTRACTOR'S design and engineering responsibilities relate solely to the building system to be designed or engineered by CONTRACTOR. Design or engineering services associated with any other building system, including components connecting to systems designed or engineered by CONTRACTOR are specifically excluded.*

## Commercial Clarifications:

- This proposal is based on a normal 40-hour week. No shift work or premium time has been included.
- CONTRACTOR will provide equipment and other safety precautions for the protection of CONTRACTOR's workers only.
- *Temporary facilities such as light, power, heat, drinking water, and toilets are to be provided at locations convenient to the Work at no cost to CONTRACTOR. Such facilities will be adequate to ensure the proper installation of all of CONTRACTOR'S Work under all environmental conditions.*
- *This proposal is based on the assumption that the following facilities and services will be provided by others: Office Space, Telephone, Trash Clean-up, Trash Disposal, Potable Water, Weather Protected Material Storage, and Parking.*



**Standard Insurance**

The insurance in force for PCI Democon provides one of the most comprehensive coverages available. Evidence of our coverage will be provided on the standard ACORD Certificate of Insurance form. This standard, approved form is issued in compliance with requirements of the Insurance Service Office of the United States and is a recognized document used to provide evidence of insurance coverage in force. NO OTHER DOCUMENT IS APPROVED BY ISO FOR THIS PURPOSE, AND NO OTHER FORM WILL BE PROVIDED.

**PCI DEMOCON Standard Coverage**

- I. Commercial General Liability (1986 occurrence form), including broad form extensions and contractual liability.
  - \$ 1,000,000 General Aggregate\*
  - \$ 2,000,000 Products/Completed Operations Aggregate
  - \$ 1,000,000 Personal/Advertising Injury
  - \$ 1,000,000 Each Occurrence
  - \$ 500,000 Fire Legal
  - \$ 5,000 Medical Expense
  - \$25,000,000 Policy Aggregate Limit\*
  - Deductible of \$1,000 property damage per claim
  
- II. Business Automobile Liability (provides coverage for all autos owned, non-owned, leased or hired.)
  - \$2,000,000 Combined Single Limit
  
- III. Workers Compensation (statutory)
  - \$1,000,000 Employers Liability
  
- IV. Umbrella (This policy provides additional coverage over General Liability, Automobile Liability, and Employers Liability.)

The Upper Tier Contractor, General Contractor and/or the Owner can be named as additional insureds on our policy and can be named as primary, as long as the coverage is limited to the extent of PCI DEMOCON's contractual obligations.

ANY REQUIREMENTS ADDITIONAL TO THE ABOVE COVERAGE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, ARE HEREBY EXCLUDED FROM THIS PROPOSAL:

- Waivers or exclusions of subrogation.
- Providing more than 30 days prior notice of cancellation.
- Any requirement for prior notice of expiration or changes in coverage.
- Project-specific aggregate limits.
- Any indemnification/hold harmless clauses which require that PCI DEMOCON hold other parties harmless for their own acts.







15026 42<sup>nd</sup> Ave S, RFA11-158, Buildings to be demolished.



Detached Garage



Interior of detached garage

# King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



**King County**

Date: 6/18/2019

Notes:



## **INFORMATIONAL MEMORANDUM**

**TO: Community Development & Neighborhood Committee**

**FROM: Jack Pace, Director of the Department of Community Development**

**BY: Jerry E Hight, Building Official**

**DATE: June 25, 2019**

**SUBJECT: BHC Consultants plan review and inspections services**

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### **ISSUE**

The current \$20,000.00 signature contract with BHC Consultants, for plan review and inspections services, is near fulfillment. A contract amendment with a not to exceed amount of \$80,000.00, through the 2019-2020 budget is needed.

### **BACKGROUND**

Reid Middleton, the City's long-time structural plan review consultant, performed the structural design for Showalter Middle School 20,000 sq. ft. addition and remodel. In order to prevent a conflict of interest we contracted with BHC Consultants to plan review Reid Middleton's work. Shortly thereafter, plans for Fire Station 51, Fire Station 52, The Justice Center, and twenty-five (25) plus permits for Shasta Beverage Company's new industrial machinery systems were submitted for review. All plans were sent to BHC Consultants for structural and non-structural plan review to expedite the permit review process.

### **DISCUSSION**

With the ever-increasing pace of permit activity, should council approve a contract amendment for BHC Consultants for structural and non-structural plan review services to help with the Permit Center workload and expedite the permit review process. Currently the Permit Center has many highly technical, complex commercial and industrial projects in view. Having a consultant with expertise in many specialized fields from Sewer System Analysis and Design, to Seismic Engineering, to Fire Plan Review and Inspection, is needed to ensure the projects are in compliance with all codes and safe for our citizens.

### **FINANCIAL IMPACT**

\$80,000.00 for professional service until the end of the 2019/2020 budget. As permits for construction increases so does the amount of fees collected and paid for outside inspection services.

### **RECOMMENDATION**

Staff recommends the amendment to BHC Consultants contract be placed on the July 15, 2019 Regular Meeting Consent Agenda.

### **ATTACHMENTS**

- Contract Amendment
- Original Contract 18-179 for plan review and inspections services of BHC Consultants





**City of Tukwila**

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

**CONTRACT FOR SERVICES**

**Amendment # 1**

**Between the City of Tukwila and BHC Consultants, LLC**

That portion of Contract No. 2. Compensation and Method of Payment, between the City of Tukwila and **BHC Consultants, LLC** is hereby amended as follows:

**Section 2: Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount for this contract shall not exceed **\$80,000.00**.

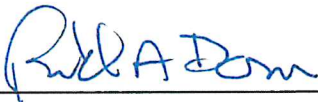
All other provisions of the contract shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF TUKWILA

CONTRACTOR

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

  
\_\_\_\_\_  
Printed Name: Ron Dorn, President

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Office of the City Attorney





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 18-179  
Council Approval N/A

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **BHC Consultants**, hereinafter referred to as "the Contractor," whose principal office is located at **1601 Fifth Avenue Suite 500 Seattle, WA 98101.**

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$20,000.00.**
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **January 2, 2019,** and ending **December 31, 2020,** unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

**6. Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**7. Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.



- D. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

**10. Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

**12. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

**13. Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

**14. Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**15. Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

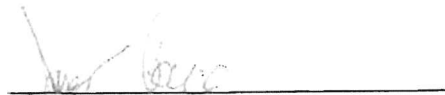
Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

**16. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

CITY OF TUKWILA

CONTRACTOR

DATED this 22 day of September, 2018.



Jack Pace, Director Department of  
Community Development



Printed Name and Title: Ron Dorn, President

Address: BHC Consultants  
1601 Fifth Avenue Suite 500  
Seattle, WA 98101  
[www.bhccconsultants.com](http://www.bhccconsultants.com)  
206-505-3400

**EXHIBIT A**  
**SCOPE OF WORK**

**1. PLAN REVIEW**

- A. BHC Consultants will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Tukwila, except that BHC will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).
- B. The services to be performed by BHC will not begin until receiving authorization from the City that identifies the specific tasks to be performed.
- C. BHC will not perform plan mark ups, make any complex structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant's design professional. All notes and details must be on the approved permit set of plans.
- D. If corrections or additions are required, BHC will write a review letter addressed to the City and/or applicant. The City will then send BHC's review letter, along with any additional City requirements, to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- F. Upon completion of the plan review, BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. BHC's name, and date of compliance will be affixed to each sheet up to two sets of drawings or as otherwise requested by the City. The plan reviewer's signature will also be affixed to the cover sheet.
- G. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

**2. PROCESS**

- A. The City reserves the right to determine the process and method of Work by the Consultant. At its sole option, the City will determine if it wishes to contract with the Consultant on a time and materials basis or a percentage basis.
- B. The City will determine which plans are to be reviewed by BHC.
- C. The City will intake, track and process the permit applications and all revisions per current building and permit administration procedures.
- D. BHC will be responsible for the expedited transportation of permit review documents to the City. The City will be responsible for the expedited transportation of permit review documents to BHC.

- E. BHC will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and/or the City with corrections within the time frames listed below:

**Typical Review Times:**

Project Type	Initial Review	Re-Review
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)

Turn-around time for large, complex and non-typical types of permit applications is to be negotiated and agreed upon in writing by both parties.

- F. BHC will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and/or the City with additional revision requests within the time frames specified above.
- G. The typical review times as noted above may be negotiated based on the number and/or complexity of projects the City wishes to send to BHC at one time or within a short window of time. BHC shall request revisions to estimated target date after consultation with the City.

**4. BUILDING INSPECTIONS**

- A. Consultant will provide a certified building inspector to perform the following services; and
- B. Upon authorization by the City, inspector will perform building inspection work for the City.
- C. At the request by the City, the inspector shall be asked to perform one or more of the following inspection tasks:
  1. non-structural fire and life safety inspections
  2. structural inspections
  3. energy code inspections
  4. barrier free inspections
  5. mechanical and plumbing inspections
  6. electrical inspections
- D. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- E. Inspections will be done in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit. The City shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.

**EXHIBIT B – COMPENSATION**

1. **LUMP SUM.** The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City.

<i><u>Commercial and Multi-Family Projects</u></i>	<i>Percentage of Plan Review Fee</i>	
	<b>Valuation &lt; \$2,000,000</b>	<b>Valuation \$2,000,000 To \$5,000,000</b>
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	60%	50%
	<b>Valuation \$5,000,001 to \$10,000,000</b>	<b>Valuation \$10,000,001 and up</b>
Complete Plan Review	60%	50%
Partial Plan Review (structural only or nonstructural only)	40%	35%

*Single Family Projects*

Complete Plan Review	75% of Plan Review Fee
Partial Plan Review (structural only or nonstructural only)	50% of Plan Review Fee

- 1.1 All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using an hourly rate identified in Schedule B.
- 1.2 Each billing statement will include the permit number, BHC task review number and owner or project name of the plans reviewed with the fee.
- 1.3 Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. All remaining fees for any project previously billed will be invoiced for total balance due after final review has been completed and plans returned to the City. Fees for large projects maybe invoiced over a several month period when agreeable to both the City and BHC.
- 1.4 On-call and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in Exhibit B.

**2. HOURLY LABOR RATES SCHEDULES**

<u>Classification</u>	<u>Hourly Rates</u>
Building Inspector (Combination)	\$85
Electrical Inspector	\$90
Plan Checker I (hourly charges)	\$150
Plan Reviewer II - Structural	\$175
Civil/site plan review (P.E.)	\$150
Principal Consultant (Building Official)	\$150
Administration assistance/Clerical	\$75

Overtime Services: 150% of Above Rates Shown  
(No overtime will be charged without prior written authorization by the City.)

These rates are effective throughout the term of this contract.

On-call and other services will be provided as desired by the City and agreed upon by BHC in writing by both parties on a time-and-expense basis using an hourly rate identified in Schedule B.

**REIMBURSABLE EXPENSES**

Travel will be reimbursed for time and mileage at the current IRS mileage reimbursement rate.

For all "on call" inspection and added services, mileage may be billed portal to portal at current IRS rate.

No further reimbursable expenses are included in this contract.



# City of Tukwila

Allan Ekberg, Mayor

*Parks & Recreation Department – Rick Still, Director*

**TO: Community Development and Neighborhoods Committee**

**FROM: Rick Still, Director Parks & Recreation**

**BY: Tracy Gallaway, P&R Manager**

**CC: Mayor Ekberg**

**DATE: June 25, 2019**

**SUBJECT: Artist in Residence Program Midterm Report**

## **ISSUE**

Midterm report of Artist in Residence Program: AiR Tukwila International Blvd & AiR Duwamish River

## **BACKGROUND**

In 2014 the Tukwila Municipal Code was updated to further define section 2.30.050 the Municipal Arts Fund. Commonly referred to as the 1% Art Fund, the intent of the fund is to integrate artwork into capital projects, however where it is not possible then a contribution is made to the Municipal Arts Fund.

In 2016 staff reported to CAP (memo dated 9.7.16) the intent to develop a Municipal Arts Plan and in 2017 Carolyn Law and Lesley Bain (C/Law Studio and Framework Cultural Placemaking) were retained as consultants for the project. The consultants scope of work was to engage with the community, Arts Commission, City staff and elected officials to develop a conceptual framework and strategic opportunities for art in Tukwila; and identify potential locations and approaches for art that support the connection of the community's priorities for art and culture to the well-considered vision that the City and community has developed through adoption of the Strategic Plan, the Comprehensive Plan and the Parks & Recreation Open Space Plan to develop a Municipal Arts Plan (MAP). Additionally, the consultants were asked to assist in the development of an initial implementation strategy that included a draft list of potential projects and cultural events that could be tied to the focus areas identified in the Municipal Arts Plan.

The City made a call for artist to hire two Artist-in-Residence (AiRs) projects at two identified community locations: The River and Tukwila International Boulevard. The goal of activating to simultaneous Airs was to curate a larger variety of potential activity and awareness, while creating experiences, enabling collaboration and building relationships through direct involvement of Tukwila's diverse residents and city staff. The AiRs project allows for the City to assess cultural activities that the community connects with and guide art interventions, including permanent artworks.

**DISCUSSION**

October 2018 was the beginning of the Artist in Residency program and 3 tasks were identified for each artist:

Task 1 – Research and work plan development

Task 2 – Artwork creation and partnership projects

Task 3 – Impact statement and community debrief; final report and recommendations

The AiRs midterm report is to provide an overview of the projects and programs that have been organized to date, activities in progress and plans for the coming months.

**FINANCIAL IMPACT**

The Artist in Residence program is funded through the Municipal Arts Fund. Additional funding for projects has come from the Tukwila Arts Commission (mural projects and Islamic Art Workshop), 4Culture (Fab Collab & Nature Storytelling Series), Dick Blick Art Supplies (Printing Project) and Vans Grant (Fab Collab).

**RECOMMENDATION**

Discussion only

**ATTACHMENTS**

A. Artist in Residences Midterm Report

**REFERENCE**

Tukwila Municipal Arts Plan - <http://www.tukwilawa.gov/wp-content/uploads/Tukwila-Municipal-Arts-Plan-Approved-5-21-2018.pdf>





**OLISA ENRICO**  
**TUKWILA INTERNATIONAL BLVD**



## Goals and Objectives

- Utilize the arts to connect community and build bridges across cultures
- Celebrate the diversity of Tukwila through artistic means
- Provide the Tukwila community with arts programming
- Engage the community in an ongoing dialogue about the arts to discover what kind of arts the community desires to see more of

## Plan Overview

The scope of this plan falls into three general categories: Partnerships, Projects and Programs/Series. These categories are not exclusive and have overlapping qualities however for the sake of simplicity I will categorize them as such. This project plan provides visual examples and strives to provide enough specificity that the spirit of each of the ideas is able to be felt and envisioned.

## Partnerships

*Partnerships are collaborative efforts to engage the community in arts-based events whether supporting current effort of community entities or working with the entity to create something new these partnerships are about working together.*

### Tukwila Schools, Sidereal Fine Arts, Tukwila AIRs, Sullivan Center

#### “Looking Upstream”: Fine Arts Printing Project

- This project aims to promote arts understanding by providing a unique hands on artistic experience for the students. The project collaborators, Olisa Enrico, Sarah Kavage, Sheila Coppola, Christina Busby at FHS, Lauren Connaughton at Tukwila Elementary have agreed that a project of this type will be beyond beneficial for the students and community members that it has engaged.
- The project’s goal was to engage art class students and instructors from all five Tukwila Schools including Foster High School, Showalter Middle School, Tukwila Elementary School, Thorndyke Elementary School and Cascade View Elementary School. (30 students x 5 schools= 150 participants). We ended up being at Foster High School and Tukwila Elementary with a special workshop open to the community at large aimed at intergenerational participation.
- The project is river themed with Tukwila AIR Sarah Kavage taking the lead on guiding the young artists in an inspired design process based on the parable “looking upstream”..
- Sarah and Olisa will visit the schools and lead a workshop that utilizes a parable “looking upstream” to inspire the students’ design.
- Elementary and middle school students utilize soft plates and do an in-class printing process on a mobile press. They roll the ink and engage the press to see their design come to fruition.
- High school students used professional plates. Their designs were printed on the press at Sidereal Fine Arts. Students were present at the press to gain a better understanding of how fine arts printing works.



All materials were provided to the schools for this project. The teachers had a choice to keep the supplies provided.

# Partnerships Cont.

## The Fab Collab

TIB AIR and choir/piano teacher Kassey Castro applied for and received a \$2000 grant to execute a project that brings professional performing artists into select classes at Foster High School to craft collaborative performance pieces to be performed at a free event at the Performing Arts Center. Paired with a grant from 4culture that helped to pay for the professional artists workshop and performance time. Teachers performed with students, students performed with professionals and students with students, teachers with community members in the spirit of fabulous collaboration.

Saturday May 11, 2019

## Workshops

The AIRs are providing a series of free workshops. There have been two writing workshops at Showalter Middle School with the writing club. A theater improv/storytelling workshop was provided at the Sullivan Center in partnership with Silver Kite. Silver Kite is an organization that specializes in Intergenerational events. As mentioned in Printing Project "Looking Upstream" section, there are also printing workshops with both AIRs. This fall, TIB AIR is collaborating with Katrice Cyphers to utilize arts to engage incoming freshman. Other workshops are available and will continue to be offered. This Fall Duwamish River AIR will be hosting workshops on ephemeral art.

## Movie Nights

*A series of movies free and open to the public held at the Foster High School Performing Arts Center. Each month Feb-June a movie picked to highlight and honor the month. Due to scheduling conflicts Moana was canceled*

February: Black history month, The Black Panther

March: Women's history month, Hidden Figures

April: Earth day, Wall-E

May: Asian/Pacific Islander Month, Moana

June: Pride month, Love Simon



## Partnerships Cont.

### Tukwila Community Center:

*Utilize the arts to support existing programs at TCC*

**Teen Room Mural** (See AIR Collaborations)

**Camp Tukwily:** AIR is working with Shannon Fisher and Darren Hawkins to bring a series of Arts classes to Camp Tukwily to enhance and support arts experiences for Tukwila Community Youth.

**After School staff workshop:** Provide Arts workshop to the After-School program staff. These workshops provide staff with performing arts-based strategies for transition times during after school program time.

### Tukwila Library

*AIRs work in partnership with the Tukwila Library to maximize efforts, resources and skills bringing arts-based events and workshops to the community.*

**Dr. Seuss/Read Across America day:** KCLS children's librarian and TIB AIR planned and executed a series of literacy through the arts events to fill the day with fun for the whole family.

**Music workshop:** Teen Librarian planned a workshop with professional artists and the AIRs supported the event by combining it with the Early Release Hang Out series.

**35** We are working to plan more events and workshops in collaboration with the library

### The Arts Commission

*Several art commissioners have agreed to lead or participate in an arts related event, project or series.*

#### **Improv Comedy Sports:**

Cynthia Chesak will organize a troupe of actors for a night of improv comedy at the Sullivan Center. Date AUGUST 16TH

#### **Printing project "Looking Upstream":**

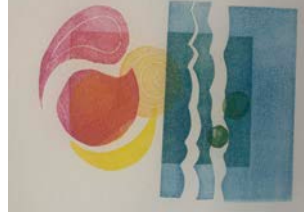
Sheila Coppola is collaborating with the AIRS to bring an arts opportunity youth in our community.

#### **Color Wave at the Gate Way, Mural project**

Trisha Gilmore is partnering with the AIRS to create and administrate a mural process that engages the community and artists in bringing a wave of color with interspersed original images to the T.I.B. (see AIR collaborations)

#### **Cultural Performance:**

Helen Enguerra is working with the AIR to bring one or more cultural performances to events.



# Partnerships Continued



- ❖ The AIRs support Parks n Rec programming in artistic ways.
- ❖ TIB AIR held an Arts and Craft table for the youth at the Spirit of Giving providing age appropriate artistic projects while parents perused the holiday gifts.
- ❖ Each AIR is plugging into two See You in the Park events that are happening in the TIB focus area, June 12th at Cascade View and August 21<sup>st</sup> at the Sullivan Center. River focus July 10<sup>th</sup> at Bicentennial park and August 7<sup>th</sup> at the Tukwila Community Center
- ❖ Both AIRs will be working with Parks n Rec to plan for National Arts and Humanities month. We are highlighting events and workshops that are planned in the community as well as planning several events.

**It is the goal of the AIR to collaborate with staff to provide arts programming that uplifts the theme of the event while engaging the community.** We will utilize these opportunities to take informal surveys that will give us insight into how the community wants the percent for arts monies used.



**See You in the Park**

Each park has events to celebrate the month of National Parks and National Park Month. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**June 12** 10am-12pm  
Meet Your Staff in the Park  
The staff from the Parks n Rec department will be at the park to meet you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**June 26** 10am-12pm  
National Park Day  
Celebrate National Park Day with a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**July 10** 10am-12pm  
Summer Kick-off  
Celebrate the start of summer with a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

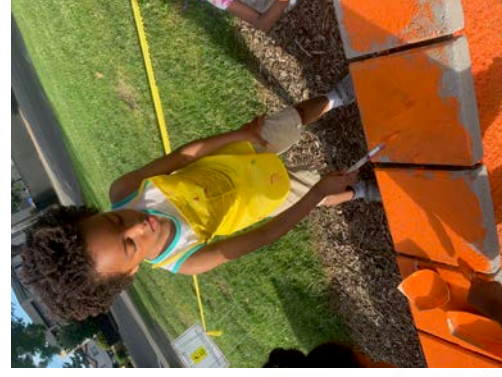
**July 24** 10am-12pm  
National Park Month  
Celebrate National Park Month with a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**August 7** 10am-12pm  
Summer Olympics  
Celebrate the Summer Olympics with a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**August 21** 10am-12pm  
Summer Olympics  
Celebrate the Summer Olympics with a variety of activities for you and your family. We will have a variety of activities for you and your family. We will have a variety of activities for you and your family.

**Live Music • Art Projects • Free Treats & Goodies**

**TOUCH-A-TRUCK**  
Saturday, July 27  
9:00am-1:00pm  
FREE TO THE PUBLIC



# Artist in Residence Collaboration



## MINI GRANTS

Artists in residence are utilizing a piece of the allotted budget to support local artists by offering Arts Mini Grants. Each AIR has \$1000 set aside for four Arts Mini Grants to help local artists put on events, buy supplies, or contribute to an arts related project. By utilizing an informal process they hope to make the application process more equitable to all levels of artist and encourage young people and non-English as a first language speakers to apply.

## MURALS, SIDEWALK & TRAIL PAINTING

*Artists in Residence are collaborating on the planning and implementation of mural projects.*

- 1- Teen Room at the TCC:** In collaboration with Nate Robinson we are engaging the youth in a process to design and execute an original mural. Olisa is supporting the lesson planning and Sarah is working with the youth in a six-week process. Throughout the Summer there will be additional painting that will culminate in a Fall celebration.
- 2- Tukwila International Blvd.** A wave of color will greet drivers and pedestrians as the come and go from the North end of the TIB. Each section of the wall will be a solid color for easy maintenance. The color wave serve as a backdrop for more unique and intricate mini murals. Various artists and/or groups will be commissioned to paint several '16x3 mini murals interspersed along the corridor on top of the color wave. These mini murals can be replaced and or added to as a yearly mural project. The wave can extend down the pedestrian wall over time or the theme can be used at other sites at later dates.
- 3-TCC mural: Hoa Hong.** A local artist will be commissioned to paint a mural at the TCC as a river-based location for permanent public art. Olisa will assist Sarah in the mural process.
- 4- Trails and Sidewalks:** Depending on funding availability it is the desire for both artists to engage the community in a series of trail/sidewalk painting events much like you see in the images to the right that were a part of the series of trail paintings in North Carolina

# PROJECTS

## REMEMBERING THE JOURNEY

Story collection and video archive of personal histories that reflect the uniquely diverse people of the city of Tukwila. This project is threefold:

- 1- Collecting and interpreting written stories and audio recordings that are held in archive at the Tukwila Historical Society
- 2-Collecting and recording stories from members of the community
- 3- Organizing, archiving, and publishing these stories for public benefit



Remembering the Journey: Stories of Arrival and Stories of Survival is a collaborative project with Tukwila Historical Society, City of Tukwila Technology and Innovation Services, and community members. Tukwila is an extremely diverse area with 80 languages spoken in the local high school. Built on Duwamish land, settlers came and made a life for themselves and their families, planting seeds that would help to feed the region. Over the years there have been multiple migrations to this area, Southeast Asian, Eastern European, East African, Pacific Islanders, Latinos/Hispanic, Nepalese/Burmese, and Middle Easterners came in waves to make this the place we know today. And though there is diversity there is still an apparent lack of knowledge about one another, how and why we came to be who and where we are. We will get to know one another through stories of arrival and stories of survival and celebrate the common thread that ties us all together. We are reaching out to the Duwamish tribe, the Muckleshoot, and asking to include their stories as they tell them. We are collecting the written and oral recorded stories found at the Tukwila Historical Society and in the book *Tukwila-community at the Crossroads*, creating scripts from those stories and having actors/storytellers read them aloud to be recorded and archived. We will digitize the stories that are currently held on fragile cassette tapes. We are looking to our current residents and asking them to share moments that made them who they are and how they came to be here. With gentrification and urbanization, with the elders who remember a time with this all farmland aging and passing away, it is imperative that we take the time to collect these 1<sup>st</sup> person narratives so that they are not lost forever. To be inclusive and equitable we want to pay people who speak the languages to interview and translate the stories so that we are not restricted by the English language. These stories will be digitally preserved and transcribed into written records. They will be turned into mp4 files and published on YouTube. They will be accessible through the Tukwila historical society and held there in perpetuity.

- Digitizing existing recordings that are held by the Historical Society and pairing the recording with a relative slideshow
- Interpreting written histories and having them read by an actor and pairing the recording with a relative slideshow
- Collecting new stories from members of the Tukwila community in their first languages when appropriate with translation into English
- Public access through GIS mapping, push technology and YouTube



# Programs/Series

## Arts Hangouts

An intergenerational open art space that is scheduled to coincide with the school's early release days. The goal is to provide the community with fun and simple opportunities to be creative. This series began in January and ran through May.

## African Dance: Community Moves Series

An intergenerational West African Dance class free and open to the public. Dance is often inaccessible financially for many people and having a culturally engaging physically active way to connect, exercise and learn is valuable to the community. This series was 10 weeks, April 6-June 8.

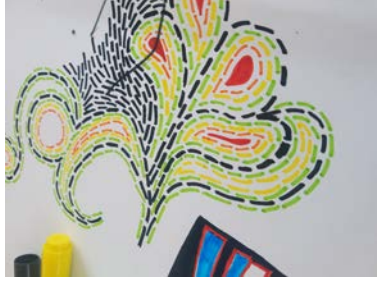
## Arts Show n Share: for audience and artists

A space for artists and arts lovers to come together in an informal setting and share work. Artists who choose to share can ask for feedback from the audience. This is a great place for new and seasoned artists to offer their talents and receive critical support from the community.

## *In development*

## Saturday Jam Sessions: music, dance, open mic

A live music open mic jam session that will occur once a month over the summer. The series is all ages and welcomes professionals and beginners.





Sarah Kavage  
Duwamish River

# GOAL

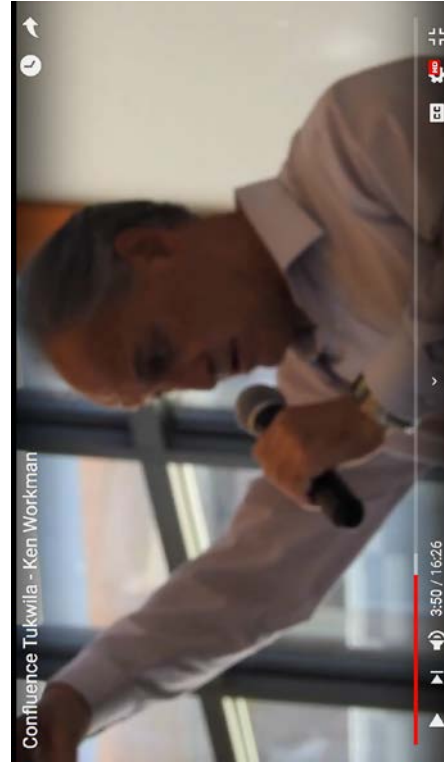
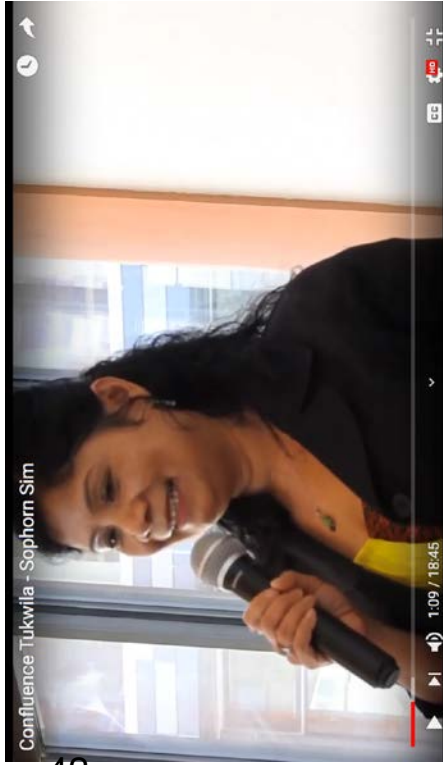
Put the river on people's mental map of Tukwila

# HOW?

Bring people to the river – activate riverside locations  
Bring river theme into other projects & locations

# APPROACH

Nature, water, rivers as metaphor and connector  
Natural materials, native riparian plants  
Keep it fun, active, creative  
Bring in guest artists, speakers  
Creative interpretation of landscape  
Weaving together factual and personal  
Connect across different cultures and ages  
Build relationships



# RIVERS

AN INTERNATIONAL STORYTELLING EVENT

Each river tells a story, and those stories are our stories. Come join us as our featured speakers share stories of rivers near and far.

Speakers:

- Ken Workman (Duwamish)
- DeSean Quinn
- Paulina Lopez
- James Rasmussen (Duwamish)
- Emma Sanchez
- Sophorn Sim

## FREE

**SUNDAY, MARCH 31**

**2:00 pm - 4:00 pm**

**Sullivan Community Center**

**14350 Tukwila International Blvd**

**CONFLUENCE TUKWILA STORYTELLING SERIES  
PRESENTED BY ACTION TUKWILA + TUKWILA ARTS**

Links to videos at: <https://www.facebook.com/ActionTukwila/>

# MAP YOUR RIVER



We all belong to an ancient identity. Stories are the rivers that take us there.  
Frank Delaney



**FREE OUTDOOR WORKSHOPS**

**AGES 12+ / ALL SKILL LEVELS WELCOME**

Join guest artists by the river for interactive workshops that highlight some of the many ways nature can show up in writing and storytelling. Whether you're a songwriter, poet, storyteller, reader, or just plain word nerd, these sessions will inspire you and give you tools to think about nature and weave it into your writing. Bring a notebook and your favorite writing tools.

**Sunday, July 7, 4:30-6 pm**

**NATURAL FORCES: PAUL CHIYOKTEN WAGNER (Saanich First Nations)**

Duwamish Hill Preserve (3800 S 115th St)

Coast Salish storyteller and water rights activist Paul Chiyokten Wagner will reflect on how Indigenous people connect to nature through story and the role of storytelling in activism.



**Sunday, July 21, 4-6 pm**

**IN THE FLOW: BLACK STAX**

Tukwila Community Center (12424 42nd Ave S)

Multitalented performance group Black Stax honors the legacy of Black music and storytelling. Jace and Felicia will talk about the use of nature metaphor in hip hop, and encourage participants to express themselves in their own words and voices.

**Sunday, August 11, 4-6 pm**

**ECHO: KATHLEEN FLENNIKEN**

Tukwila Community Center (12424 42nd Ave S)

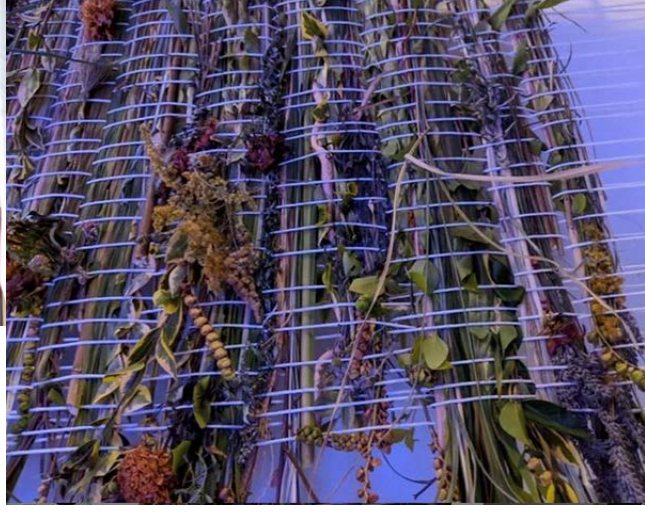
FleNNIKEN, the 2012 Washington Poet Laureate and author of Plume about the Columbia River and the Hanford Nuclear Reservation, will focus on the intersection of poetry, science, and documentary, and our relationship with damaged natural places.



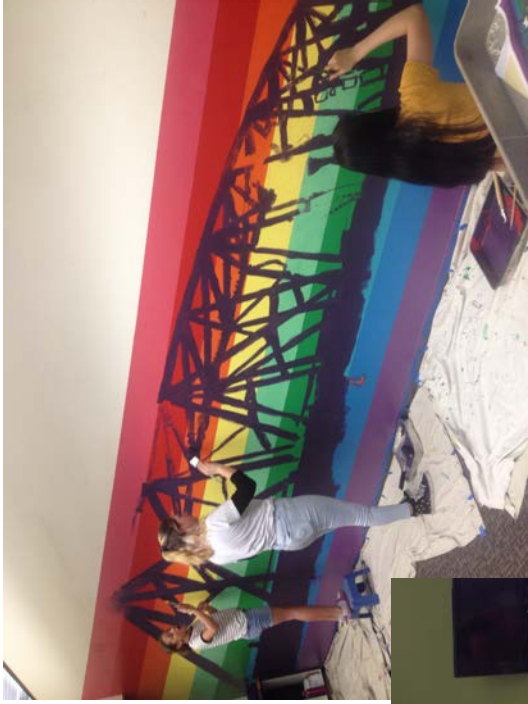
**CULTURE**

# SUNDAY SEPT. 8 “SALMON DAY” (in development)

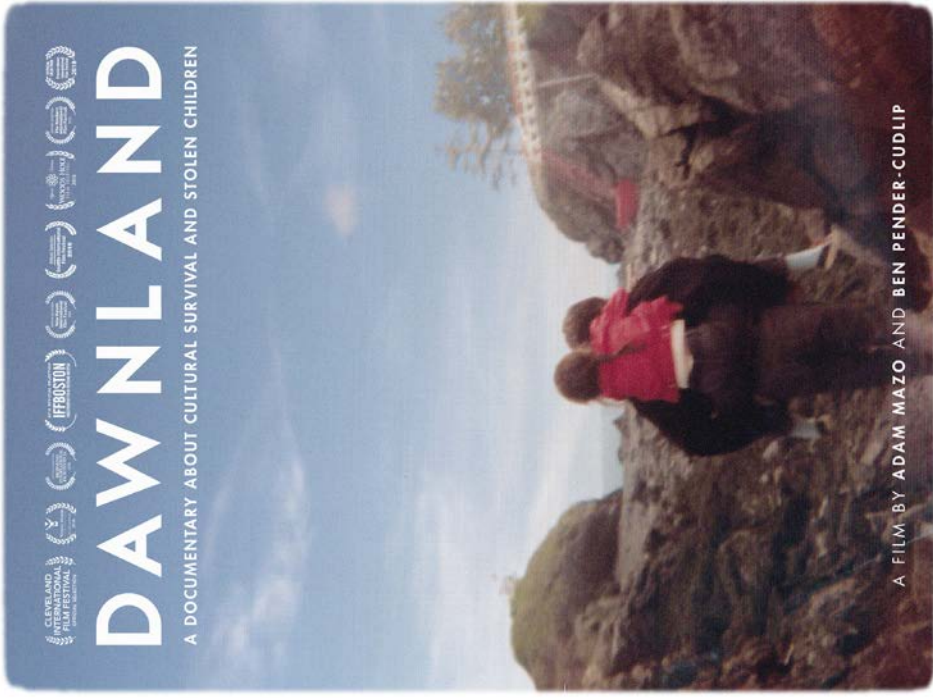
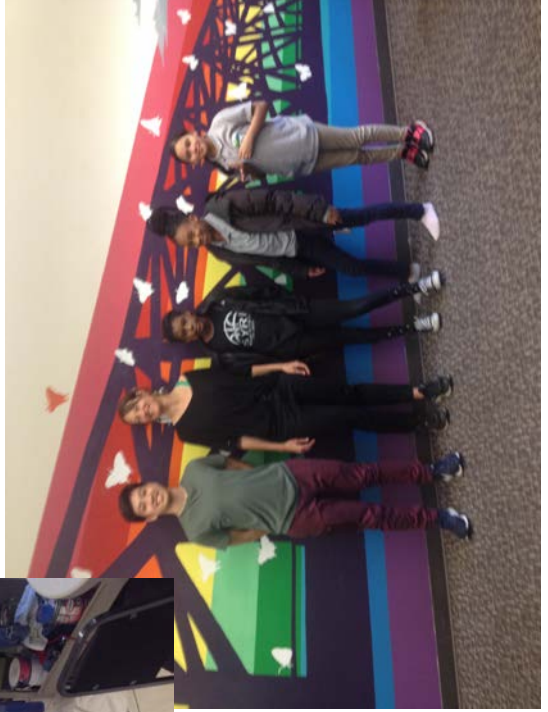
- City Council “Riverside Chat”
- Cambodian Healthy fishing / cooking demonstration
- Coast Salish Salmon smoking
- Weaving with natural materials – Betty King George (Muckleshoot), Adria Garcia, Roquin Quirondongo



# PARTNERSHIP BUILDING / SUPPORT



TCC Teen Room  
Mural



FREE FILM SCREENING HOSTED BY ACTION TUKWILA

WEDNESDAY JUNE 19TH AT 7PM, DOORS AT 6:30PM  
FOSTER HIGH SCHOOL PERFORMING ARTS CENTER  
4242 S. 144TH ST. TUKWILA, WA 98168

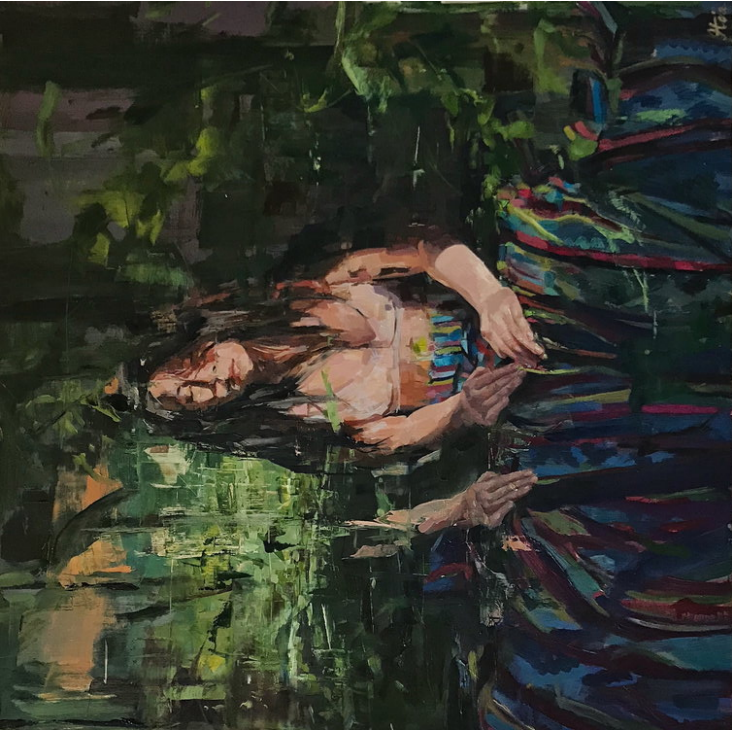
LEARN ABOUT THE FILM AT [DAWNLAND.ORG](http://DAWNLAND.ORG)



# MURALS

TCC WALL – HOA HONG  
TCC TRAIL – TEEN CAMP

Hoa Hong  
portraits >



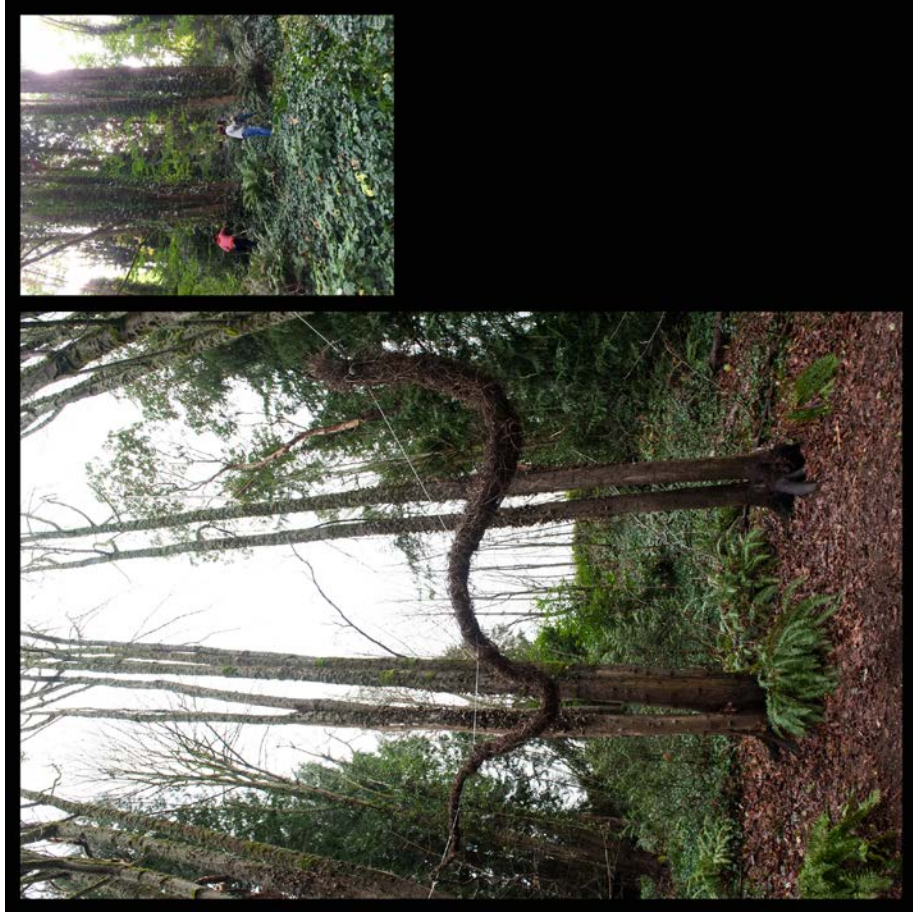
< Trail  
mural in  
Charlotte,  
NC



# SCULPTURE with NATURAL MATERIALS

FALL 2019

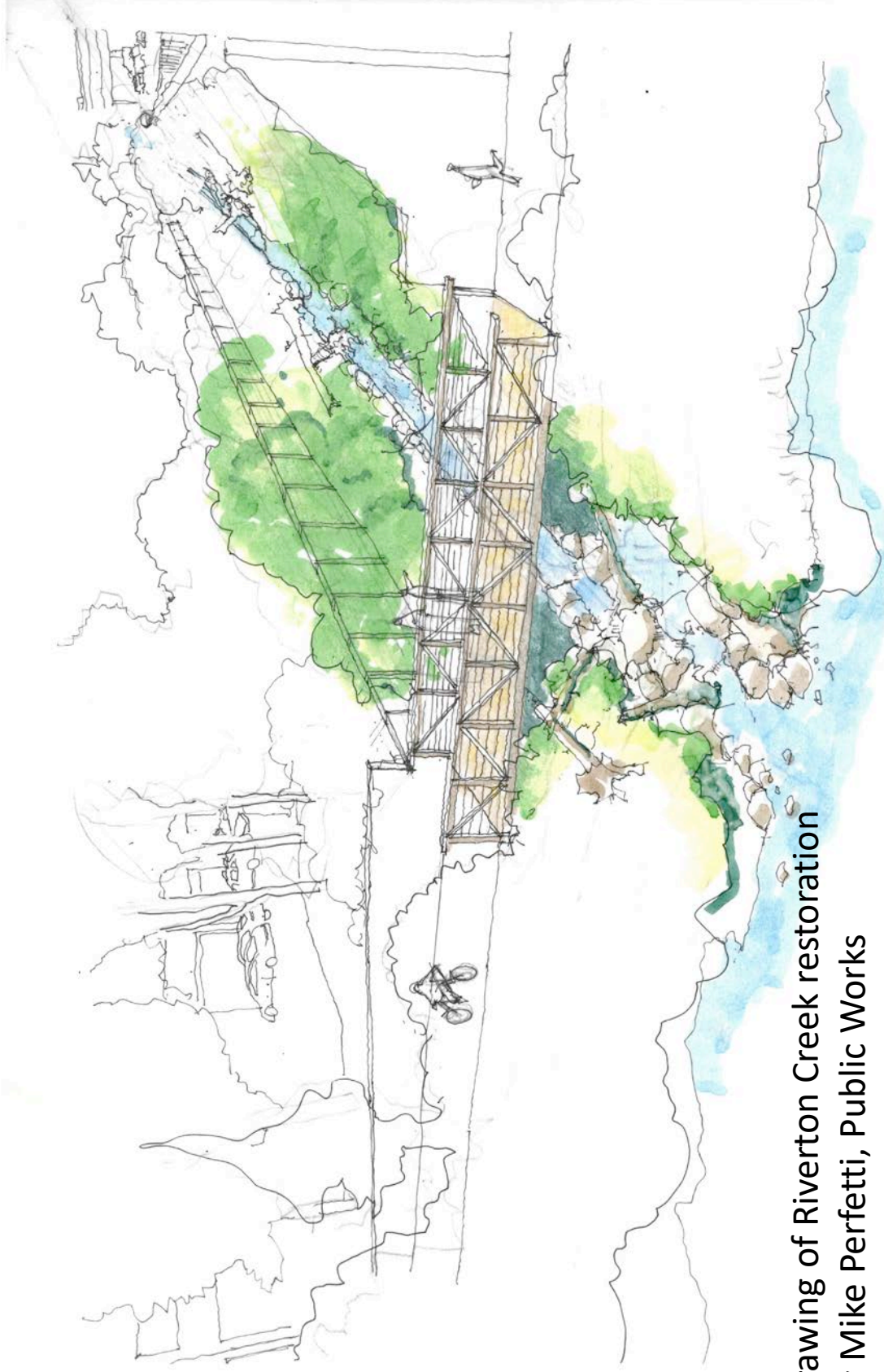
- Living sculpture / integrated restoration
- Invasive ivy
- Woven meadows
- Watershed / riverside sites



# PERCENT FOR ART IMPLEMENTATION

Riverton Creek salmon access / restoration

Ecological artwork plan for future restoration projects



Drawing of Riverton Creek restoration  
by Mike Perfetti, Public Works

# Proposal for Public Art Program



It is the goal of the AIR to research and propose several public arts projects and advocate for the inclusion of professional artists and community input into the design and implementation of recommended public arts program. The program envisioned will need the collaboration of the City of Tukwila city council, planning department and department of public works to utilize the one percent for arts funds and work with impacted communities to create a welcoming and inclusive public art program. There have been discussions with both planning and public works about some ideas. There will be a proposal for several of these ideas forthcoming.

## Beautification Efforts should include

- ❖ Light pole banners that reflect the TIB. There has been a suggestion by a community member to make seasonal interchangeable light pole décor e.g. include baskets of flowers in the spring
- ❖ Adding culturally relevant art to Utility boxes
- ❖ Adding vinyl art to light poles
- ❖ Adding art to fencing on construction sites

## Wayfinding & Signage

- ❖ Public art program that combines art and information
- ❖ Parks small mural projects that support temporary public art
- ❖ Historical site markers have interactive potential by creating an interactive map and timeline that could be accessed with QR codes , and/or push beacon and paired with music/stories creating a public historical art walk.
- ❖ Using visual art to designate a safe walking path from the TIB to the River

## Mini Grants and Mural Project

- ❖ Offer community members resources for small art projects that benefit the public.
- ❖ Offer resources for local artists to be able to pursue artistic endeavors
- ❖ Set procedures for murals with a simple guide to support the execution public, private and partner murals.
- ❖ Adjust the sign code needed to make murals projects more accessible
- ❖ Include art into planning for crosswalks being added to the TIB



Mette Hansen, signage for  
Duwamish Hill Preserve







## **INFORMATIONAL MEMORANDUM**

**TO: Community Development and Neighborhoods**

**FROM: Derek Speck, Economic Development Administrator**

**CC: Mayor Ekberg**

**DATE: June 19, 2019**

**SUBJECT: Economic Development Plan Community Involvement Process**

### **ISSUE**

Staff is seeking Council input on the community involvement process for creating an economic development plan for the City.

### **BACKGROUND**

The City of Tukwila's Comprehensive Plan includes a chapter ("element") on economic development. The main goal of the economic development element is to enhance the community's economic well-being and it includes policies and strategies to achieve that goal. One of the implementation strategies is to develop an economic development plan. The economic development plan will build on the economic development element by providing additional context, options, and guidance to staff and policymakers.

### **DISCUSSION**

Our goal for the community involvement process is to provide an opportunity for anyone who would like to provide input to be able to do so. This includes residents, businesses, and property owners.

One of the key concepts of our approach is to have an economic development plan page on the City's website. The page would be a central place for the public to learn about Tukwila's economy, understand the process, and provide input (via online survey). With the help of interns, staff has been developing considerable information related to Tukwila's economy and our approach will be to post this information on the website so that stakeholders can have a shared understanding of key aspects of our economy. Since it would take someone considerable time to digest all of the information, we will provide weekly "teaser" emails to interested stakeholders to help them digest it in sections over a four or six-week period.

In terms of gathering input, we intend to ask questions that are fairly simple and open ended so that it is easy for people to provide input. Staff would then summarize those results for public review. We would include surveys in the top four languages spoken by Tukwila residents (English, Spanish, Somali, and Vietnamese).

In order to gather input from residents who do not track the City's website and social media or speak English, we would like to conduct a survey at a key location in the Tukwila International Boulevard neighborhood such as Saar's Supersaver grocery store.

In order to gather input from small businesses we may conduct a door-to-door survey in the Tukwila International Boulevard neighborhood or host a listening session in the neighborhood, such as at the Sullivan Center.

Following is the intended schedule:

Early July: Web page is up and running with background economic information  
Early July: Introductory email is sent to invite participation  
Early July: Announced via City website and social media  
July/August: Staff attends City boards and commission meetings to gather input  
July/August: Online survey available  
July/August: Staff survey of key businesses and property owners  
July/August: Community survey at a key location on Tukwila International Boulevard  
July/August: Small business input from businesses in Tukwila International Boulevard neighborhood\*  
July/August: All business "summit" in the Southcenter District\*  
September: Staff analyzes input and drafts recommendations  
October: City Council review  
November: City Council approval

The times above are subject to change since we may need to adjust as we receive input through the process. Although there is no required time frame in which to complete the economic development plan, staff would like to complete it in 2019.

\*These steps will depend on available resources.

### **FINANCIAL IMPACT**

No additional budget is requested at this time; however, as we receive community input, we may want to add additional steps in the community involvement process and may need additional budget. The 2019 Economic Development division budget includes \$8,000 for developing the plan. The City has submitted a grant application to the Port of Seattle for an additional \$12,800 to develop the plan. If we receive that grant, we may need to amend the budget to reflect the additional revenue and expenses.

### **RECOMMENDATION**

The Council is being asked for input on the community involvement process described above and to consider this item at the July 8, 2019 Committee of the Whole meeting.

### **ATTACHMENTS**

None