



# City of Tukwila Transportation and Infrastructure Committee

- ❖ Cynthia Delostrinos Johnson, Chair
- ❖ Verna Seal
- ❖ Kate Kruller

<b>Distribution:</b> C. Delostrinos Johnson (email) V. Seal K. Kruller K. Hougardy D. Quinn L. Humphrey H. Hash H. Ponnekanti H. Kirkland G. Labanara B. Still (email)	City Attorney (email) A. Youn Clerk File Copy 2 Extra  Place pkt pdf on SharePoint: Z Trans & Infra Agendas  email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
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## AGENDA

**MONDAY, JULY 6, 2020 – 5:30 PM**

**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 951 190 813# (6300 BUILDING, SUITE 100)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>  <b>2. BUSINESS AGENDA</b>  a) Surface Water – Gilliam Creek Fish Barrier Removal Resolution for RCO Grant Application (Mike Perfetti)  b) 303 Facilities Project – TCC Siding Repairs Phase III Construction Services (Henry Ancira)	a) Forward to 07/20/2020 Regular Consent Agenda  b) Forward to 07/13/2020 Committee of the Whole	Pg. 1  Pg. 7
<b>3. MISCELLANEOUS</b>	<b>Future Agendas:</b>	

**Next Scheduled Meeting: Monday, July 20, 2020**





# INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**

FROM: **Henry Hash, Public Works Director**

BY: **Mike Perfetti, Habitat Project Manager**

CC: **Mayor Ekberg**

DATE: **July 3, 2020**

SUBJECT: **Surface Water – Gilliam Creek Fish Barrier Removal Project**  
**Project No. 99830105**  
**Resolution for RCO Grant Applications**

## **ISSUE**

Approve a Resolution to the State of Washington Recreation and Conservation Office (RCO) for two grant applications for the Gilliam Creek Fish Barrier Removal Project.

## **BACKGROUND**

The primary goals of the Gilliam Creek Fish Barrier Removal Project are to restore fish passage between Gilliam Creek and the Green River, restore salmon habitat, and maintain or improve flood protection. The 108” flapgate would be removed and replaced with flood protection more conducive to fish passage.

## **DISCUSSION**

This committee approved the submittal of grant applications to the RCO and King County on April 6, 2020. The RCO requires that project applicants submit a legislative authorizing resolution when applying for grant funds. RCO has specific language required in the resolution, which has been incorporated into the City resolution template. Staff applied for design funding to the RCO’s Brian Abbott Fish Barrier Removal Board (BAFBRB) on May 29, 2020 and the RCO’s Salmon Recovery Funding Board (SRFB) on June 29, 2020. This Resolution will be incorporated into the applications retroactively.

## **FISCAL IMPACT**

The SRFB has labeled this project a project of concern and WRIA 9 has listed it as an alternate project, thus removing it from funding eligibility this year unless money were to become available via returned funds to the RCO. This Resolution will also authorize the application for any future SRFB grant rounds. Staff continues to work with WRIA 9 and the SRFB to remove the project of concern status and achieve a project that the SRFB will support.

<b>Grant</b>	<b>RCO Grant</b>	<b>City match</b>	<b>Grant match</b>	<b>Total amount</b>
2020 BAFBRB	\$ 1,408,860	\$ 200,000	\$ 100,000	\$ 1,708,860
2020 SRFB	0	0	0	0

## **RECOMMENDATION**

Council is being asked to approve the Resolution authorizing the submission of grant funding applications to the RCO and consider this item on the Consent Agenda of the July 20, 2020 Regular Meeting.

## **ATTACHMENTS**

- Draft Resolution
- Page 99, 2019 CIP

DRAFT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE GILLIAM CREEK FISH BARRIER REMOVAL PROJECT (#99830105) TO THE SALMON RECOVERY FUNDING BOARD AND TO THE BRIAN ABBOTT FISH BARRIER REMOVAL BOARD AS PROVIDED IN RCW 77.85, RCW 77.95.180, WAC 420 AND OTHER APPLICABLE AUTHORITIES.**

Organization Name (sponsor).....**City of Tukwila, Washington**

Resolution No..... 

Project Number(s), Name(s), and RCO Project Number(s):

**Project #99830105...Gilliam Creek Fish Barrier Removal Project  
RCO # 20-1017, Gilliam Creek Fish Passage Preliminary Design,  
and 20-1877, Gilliam Creek Fish Barrier Removal Final Design**

This resolution/authorization authorizes the person identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (“the Office”).

**WHEREAS**, under provisions of WAC 420-12, state grant assistance is requested to aid in financing the cost of the Gilliam Creek Fish Barrier Removal Project; and

**WHEREAS**, the City Council of the City of Tukwila considers it in the best public interest to complete the Gilliam Creek Fish Barrier Removal capital improvement project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

**Section 2.** Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Allan Ekberg, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mike Perfetti, Habitat Project Manager
RCO Grant Agreement (Agreement)	Allan Ekberg, Mayor
Agreement amendments	Allan Ekberg, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right of Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Henry Hash, Public Works Director

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

**Section 3.** Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

**Section 4.** Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

**Section 5.** Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

**Section 6.** Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

**Section 7.** Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

**Section 8.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

**Section 9.** If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

**Section 10.** Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

**Section 11.** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

**Section 12.** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

**Section 13.** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

**Section 14.** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

**Section 15.** This resolution/authorization is deemed to be part of the formal grant application to the Office.

**Section 16.** Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST/AUTHENTICATED:

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

\_\_\_\_\_  
De'Sean Quinn, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Gilliam Creek Fish Barrier Removal Project No. 99830105

**DESCRIPTION:** Construct fish passage improvements at existing flap gate location and replace/modify the flap gate which may include a self-regulating tide gate.

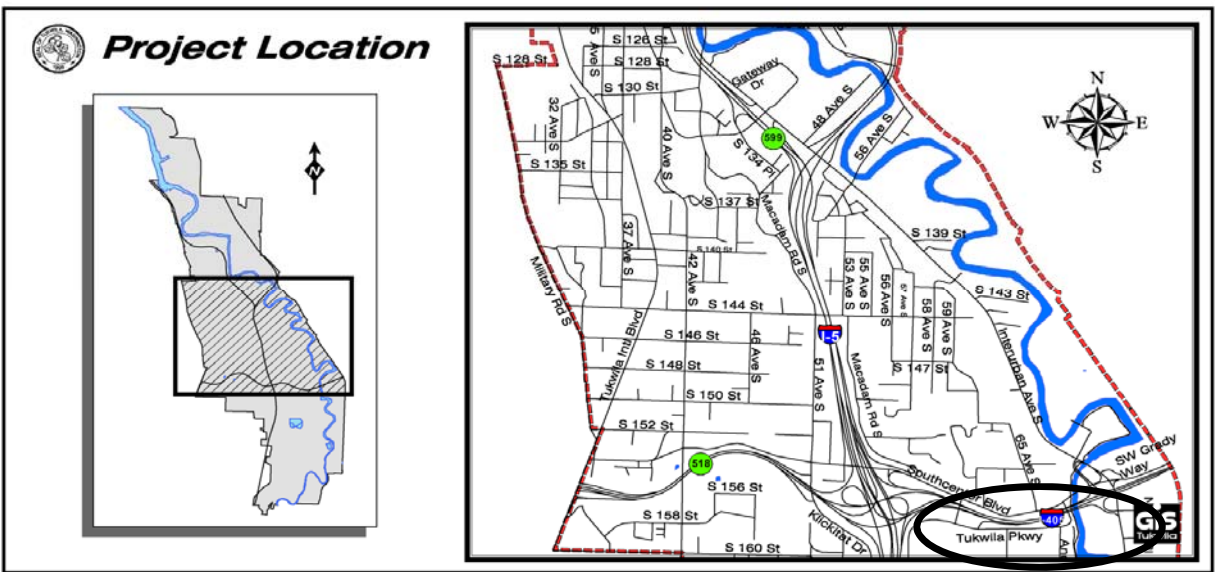
**JUSTIFICATION:** Enable fish access to lower Gilliam Creek under wider range of flow conditions.

**STATUS:** Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage and to address potential flooding.

**MAINT. IMPACT:** Expected to have an increase in monitoring/maintenance.

**COMMENT:** Grant proposals to State RCO and KC Flood Control District.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	39	22		554					110	725
Land (R/W)										0
Monitoring							15	15	15	45
Const. Mgmt.					200	200			85	485
Construction					1,000	1,000			550	2,550
<b>TOTAL EXPENSES</b>	<b>39</b>	<b>22</b>	<b>0</b>	<b>554</b>	<b>1,200</b>	<b>1,200</b>	<b>15</b>	<b>15</b>	<b>760</b>	<b>3,805</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant				325	1,020	1,020			500	2,865
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	39	22	0	229	180	180	15	15	260	940
<b>TOTAL SOURCES</b>	<b>39</b>	<b>22</b>	<b>0</b>	<b>554</b>	<b>1,200</b>	<b>1,200</b>	<b>15</b>	<b>15</b>	<b>760</b>	<b>3,805</b>







## INFORMATIONAL MEMORANDUM

**TO:** Transportation and Infrastructure Committee  
**FROM:** Henry Hash, Public Works Director  
**BY:** Henry Ancira, Facilities Maintenance & Operations Superintendent  
**CC:** Mayor Ekberg  
**DATE:** July 3, 2020  
**SUBJECT:** 303 Facilities Project: TCC Siding Repairs Phase III  
**Project No. 91630305, Facilities Work Order #28586**  
**Construction Services**

### ISSUE

Execute a short form contract for construction services with Lake Washington Construction, LLC to complete the final Phase III of the Tukwila Community Center (TCC) Siding Repairs Project.

### BACKGROUND

The Tukwila Community Center’s siding needs replacement in several areas all around the building. The siding damage is the result of water intrusion over many years, due to inferior or absent flashing protection. Due to the cost of the entire project, it was broken down into three phases. Phase I was the north side of the building completed in 2016. Phase II was the front side of the building completed in 2017.

### ANALYSIS

In 2016 the consultant, Ivory & Associates, performed the necessary architectural services to support the construction phase of replacing the damaged siding and installing protective flashing to mitigate water damage in the future.

Phase I and Phase II of the siding repairs were completed successfully and under budget. Phase III, the final phase, will complete the siding repairs for the remainder of unaddressed areas of the TCC. The MRSC Small Works Roster was used to solicit three responsive bids from construction contractors. Lake Washington Construction, LLC was the lowest responsive bidder at \$116,589 including applicable sales tax. This amount is within the engineer’s estimate. The City has used Lake Washington Construction successfully in the past for smaller remodel projects.

### FISCAL IMPACT

Construction to replace damaged siding and install protective flashing at designated areas at the TCC will cost \$116,589.00. With a 10% contingency of \$11,658.90, total project costs are \$128,247.90. Attached is the 2020 Active Project spreadsheet with the current 303 Fund budget designations.

### RECOMMENDATION

Council is being asked to approve the short form contract with Lake Washington Construction, LLC for the TCC Siding Repairs Phase III Project in the amount of \$116,589.00 and to consider this item at the July 13, 2020 Committee of the Whole and subsequent July 20, 2020 Regular Council Meeting.

Attachments: 2020 Active Project spreadsheet  
Short form contract for construction services with exhibit

**2020 CIP Projects  
103, 104, & 303 Funds**

Fund	Project No.	Project	Status	Funding	City Funding 2020 Budget	Grant/ Dedicated Rev Funding	D	E	F	G	H	I
							2020 Expenditures to Date	Committed for 2020	Phase 1 & II Reductions 5/11/2020	103 Fund Balance Reduction	Policy Decision Go / No Go?	Council Decision
<b>103 Fund - Residential Streets</b>												
1	103	99410303	42nd Ave S Phase III	Physically completed, final payments	City	\$ 378,000	\$ 24,102	\$ 353,898				
2	103	99110301	53rd Ave S	Utility undergrounding, Comcast next	Grant Funded	399,000	120,140	278,860				
3	103	Various	(3) Safe Routes to School Projects	Not started, seeking grants, no \$ to date	Grant Funded	\$ 5,301,000						
4	103	81910301	Traffic Calming	On hold due to negative fund balance	City	400,000	9,564	53,504		\$ 350,000		
5	103		Interfund Loan Repayment	Covers SCL expenditures for 42 & 53	City			336,932				
			<b>Total 103 Fund</b>			<b>\$ 1,177,000</b>	<b>\$ 153,806</b>	<b>\$ 1,023,194</b>		<b>\$ 350,000</b>		
<b>104 Fund - Arterial Streets</b>												
6	104		104 Wages & Benefits	Ongoing staff expenses	City	\$ 485,383	\$ 93,471	\$ 391,912				
7	104	98610403	Strander Blvd Extension	Closed, final 2020 grant reimbursement	City	147,362		622,362				
8	104	99310410	West Valley Hwy	Design funds only, underway	Grant Funded	600,000	60,237	539,763				
9	104	91310407	BAR Bridge over Airport Way	Construction awarded 5/4/20	Grant Funded	2,614,000	17,861	2,596,139				
10	104	91810404	42nd Ave S Bridge Replacement	In-depth bridge inspection	City	39,884		39,884				
11	104	91810404	42nd Ave S Bridge Replacement	30% Design proposals due 5/19/20	City/WM tax	320,000					\$ 1,000,000	
12	104	9030404	S 144th St Bridge - Sidewalks	Not started, seeking grants, no \$ to date	Grant Funded	-						
13	104	92010401	Overlay & Repair 2020	Design underway, ready to bid, on hold	City	1,400,000	128,453	71,547	\$ 1,200,000			
14	104	82010403	Traffic Counts 2020	Ongoing, contract began 1/1/20	City	18,750	3,300	15,450				
15	104	92010402	Bridge Inspections 2020	4 legally required bridge inspections	City	196,000	2,252	49,444			20,000	
16	104	91710406	S 196th St/200th St Br Repair	Completed, retainage to be paid	City		1,304	16,000				
17	104	91610407	S 119th St Pedestrian Bridge	Painting of pedestrian bridge on hold	City						200,000	
18	104	91510405	ADA Improvements	ADA ramps at 53, 58, on hold w/ Overlay	City	50,000					50,000	
19	104	82010404	Annual Traffic Signal	Ongoing, reduced by 50%, deferred maint.	City	125,000	2,549	59,951			62,500	
20	104	11301302	Wetland & Envir Mitigation	Ongoing, required by permit	City	40,000	16,219	23,781				
21	104	82010405	Transp Element of the Comp Plan	Not started, required by GMA, due by 2021	City	400,000		400,000				
22	104	82010406	Walk & Roll	Update not started, on hold	City	75,000					75,000	
23	104	81710404	TIB Channelization Study	Study completed, \$25k balance remaining	City	25,000					25,000	
24	104		Park Impact Fees Transfer to 301	Housekeeping transfer from 104 to 301	City	1,009,000		1,009,000				
			<b>Total 104 Fund</b>			<b>\$ 4,331,379</b>	<b>\$ 325,646</b>	<b>\$ 5,835,232</b>	<b>\$ 1,200,000</b>		<b>\$ 1,432,500</b>	
<b>303 Fund - Facilities</b>												
25			Beginning Fund Balance	Drawdown of fund balance		\$ 656,000						
27	303	91930304	6300 Dry Fire Sprinkler System	Completed	City	30,000	\$ 30,000					
28	303	91630305	TCC Siding Repairs	2 quotes, to TIC 7/6/2020	City	200,000		\$ 128,248				
303	91630305	TCC Siding Repairs - Savings	Savings from bids		City						71,752	
303	91630304	City Hall Siding Repairs	No started		City	100,000		\$ 100,000				
29	303	82030301	2020 Facilities Study/Seismic	RFPs in, not started	City	300,000		110,000			190,000	
			<b>Total 303 Fund</b>			<b>\$ 630,000</b>	<b>\$ 30,000</b>	<b>\$ 128,248</b>	<b>\$ 210,000</b>		<b>\$ 261,752</b>	
											<b>Total</b>	<b>\$ 1,694,252</b>

*Lines 3 & 12, not added in totals as completely grant funded and no grants to date.*  
Dedicated revenues include REET, Parking tax, & MVFT  
Grant funded  
Line 11, Solid Waste Utility tax revenue may be reduced due to COVID-19



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

## CITY OF TUKWILA Short Form Contract

Contractor/

Vendor Name: LAKE WASHINGTON CONSTRUCTION LLC. Project No. 91630305 W/O # 28586

Address: 12819 SE 38<sup>TH</sup> ST. SUITE 504

BELLEVUE, WA 98006

Telephone: (206) 228-2708

Budget Item: 303.98.594.180.48.00

Project Name: TCC SIDING REPAIRS  
PHASE III

***Please initial all attachments, then sign and return copies one and two to:  
City of Tukwila, FACILITIES Department, 6200 Southcenter Boulevard, Tukwila, Washington  
98188. Retain copy three for your records until a fully executed copy is returned to you.***

### AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of JUNE 2020, by and between the City of Tukwila, hereinafter referred to as "City", and LAKE WASHINGTON CONSTRUCTION LLC, hereinafter referred to as "Contractor."

The City and the Contractor hereby 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. **TIME OF COMPLETION.** The work shall be commenced NO SOONER THAN AUGUST 1, 2020 and be completed no later than DECEMBER 31, 2020.
3. **COMPENSATION AND METHOD OF PAYMENT.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$116,589 except by written agreement of the parties.
4. **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.
5. **PAYMENTS.** The City shall make payments on account of the contract AS INVOICED BY CONTRACTOR AS SECTIONS ARE COMPLETED AS INDICATED IN EXHIBIT A.
6. **ACCEPTANCE AND FINAL PAYMENT.** Final payment shall be due 10 days after completion of the work, provided the contract is fully performed and accepted.
7. **CONTRACT DOCUMENTS.**
  - The contract includes this Agreement, Scope of Work and Payment Exhibit.

- The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefore.
- The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

**8. MATERIALS, APPLIANCES AND EMPLOYEES.**

- Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work.
- Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality.
- Contractor warrants that all workmen and subcontractors shall be skilled in their trades.

**9. SURVEYS, PERMITS AND REGULATIONS.** The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

**10. PROTECTION OF WORK, PROPERTY AND PERSONS.** The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to any act or neglect.

**11. ACCESS TO WORK.** The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

**12. CHANGES IN WORK.** The City may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

**13. CORRECTION OF WORK.** The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from date of completion of the contract and final acceptance of the work by the City unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to City. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

**14. OWNER'S RIGHT TO TERMINATE CONTRACT.** Should the Contractor neglect to execute the work properly, or fail to perform any provision of the contract, the City, after seven days' written notice to the contractor, and his surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

**15. PAYMENTS.** Payments shall be made as provided in the Agreements. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to the subcontractors.

**16. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at 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. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **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 in excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **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.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining

the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. **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.

H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain 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.

17. **PERFORMANCE BOND.** The Contractor shall furnish to the City prior to start of construction a performance bond at 100% of the amount of the contract and in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold 5% of the contract amount as retainage for a period of 30 days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.
18. **LIENS.** The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.
19. **SEPARATE CONTRACTS.** The City has the right to execute other contracts in connection with the work and the Contractor shall properly cooperate with any such other contracts.
20. **ATTORNEYS FEES AND COSTS.** In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
21. **CLEANING UP.** The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work, shall remove from the premises all rubbish, implements and surplus materials and leave the premises clean.
22. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold the City, 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 City. 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 City, 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.
23. **PREVAILING WAGES.** The Contractor shall pay all laborers, workmen and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.
24. **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 or the

presence of any disability in the selection and retention of employees or procurement of materials or supplies.

25. **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.

26. **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.

27. **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.

28. **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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CITY OF TUKWILA

By: \_\_\_\_\_  
*Signature*

Printed Name: Allan Ekberg, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the City Attorney

EXHIBIT A

Lake Washington Construction LLC

12819 SE 38th St  
Suite 504  
Bellevue, WA 98006

Phone # 206-228-2708 lkwaconstruction@gmail.com

Estimate

Date	Estimate #
5/26/2020	1344

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
Re-Build corners in front of building (near Play area) to include: Demo siding, band board and corner trim boards, Inspect for damage. Install new band board aprox 8 feet, new corner boards (1x6x8) 2 each, Install new bottom trim board (1x6x4) 2 each Extend flashing in areas as needed Remove gutters and down spouts/as needed to install roof to wall (Kick out flashing) and re-install gutter Install vapor barrier and aprox 200 feet of cedar siding, caulk and make paint ready Prime and paint entire bump out	2	5,118.00	10,236.00T
Fire Side Lounge Replace corner trim, band board and flashing as needed. Install Metal cap on 2 exposed beams Social hall Replace trim around windows on bump out As needed.	1	2,445.00	2,445.00T
<b>Total</b>			

1 of 6



Lake Washington Construction LLC

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 Bellevue, WA 98006

Phone # 206-228-2708 lkwaconstruction@gmail.com

# Estimate

Date	Estimate #
5/26/2020	1344

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
Replace corners on (4) bump out on backside of building to include: New 13 inch band board aprox 12 feet long New 9 inch corner board aprox 40 feet total, new bottom trim board 12 inches wide by 12 total feet Remove downspouts and gutter on both sides of bump out, install new siding 60 ln feet total and re-install downspouts and gutters Prime and paint entire bump out	4	5,336.00	21,344.00T
<b>Total</b>			2 of 6

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# Estimate

Date	Estimate #
5/26/2020	1344

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
Siding on backside of building to include: 2 new corner board 1x6x8 feet long Replace fascia board on gable 2 pieces 30 feet long Replace 1x6 trim board under windows 16 feet long Replace horizontal fascia board at 2 locations total of 100 feet Replace aprox 12 feet of board and bat siding near social hall, bondo area of bird holes Replace 4 feet of board and bat siding to the right of the maintenance door Re nail board and bat siding as needed near banquet hall. Rebuild corners on bump out near Rec office to include 12 feet of band board, 22 feet of 9 inch corner board, 22 feet 6.5 inch corner board Extend flashing in several locations including adding flashing on band board Detach gutter and downspout on both sides, flash as needed. Install 60 feet of new siding Paint entire bump out		11,875.00	11,875.00
		<b>Total</b>	3086

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# Estimate

Date	Estimate #
5/26/2020	1344

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
New Items added*		4,675.00	4,675.00T
Replace all of the siding on "Dog house" on roof in back of the building. and Paint all newly installed siding			
Replace additional 5/4x6 soffit trim boards (under the fascia) up to 60 ln ft			
It is evident there is sheeting and framing damage around windows, contingency money to cover this		3,500.00	3,500.00T
Misc Material costs, including paint, adhesives and sealant, and sundries		750.00	750.00T
Debris removal and dump fee.		900.00	900.00T
This Includes the use of Premium grade Primed spruce for the trim wood			
The costs have been updated to include the paying of prevailing wage.			
This Project timeline is 20 working days but may be delayed due to weather.			
A deposit of 30% will be required on or before the start date. The balance will should be paid within 7 working days of completion			
Sales Tax		10.00%	5,572.50
<b>Total</b>			\$61,297.50

4086

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 Suite 504  
 Bellevue, WA 98006

Phone # 206-228-2708 lkwaconstruction@gmail.com

# Estimate

Date	Estimate #
5/26/2020	1345

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
Gymnasium:  Back side (south) Demo Trellis structure on backside of gym and patch holes from the beams. (this structure is not repairable and is a safety concern.) Replace up to 5 sheets of T111 and bat boards, re nail loose boards Paint newly installed siding boards and trim		8,545.00	8,545.00T
West facing (back) Gable wall  Replace up to 6 sheets of T111 and bat boards, re nail loose boards Paint newly installed siding boards and trim This will require some building of temporary scaffold and is included in the price.		6,750.00	6,750.00T
Front side (north east wall) only Gym side wall above (racquetball court)  Reside north wall with T111 board and bat siding aprox 1440 sq feet. Paint Newly installed boards		9,750.00	9,750.00T
		<b>Total</b>	<b>5066</b>

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# Estimate

Date	Estimate #
5/26/2020	1345

Name / Address
City of Tukwila Mike Sodon 124 42nd Ave Tukwila

Project

Description	Qty	Rate	Total
East facing gable wall		8,565.00	8,565.00T
Replace up to 5 sheets of T111 and bat boards, re nail loose boards			
Remove Trellis structure on eastside of building and patch holes. (this structure is not repairable and is a safety concern.)			
Paint newly installed siding,			
Materials: siding, trim wood, other misc building materials		10,575.00	10,575.00T
Boom lift, scaffold and other rentals		4,500.00	4,500.00T
Debris removal/ dumpster		1,580.00	1,580.00T
The costs have been updated to include the paying of prevailing wage.			
This Project timeline is 23 working days but may be delayed due to weather.			
A deposit of 30% will be required on or before the start date. The balance will should be paid within 7 working days of completion			
Sales Tax		10.00%	5,026.50
		<b>Total</b>	\$55,291.50

*6 of 6*