



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Verna Seal, Chair
- ❖ De'Sean Quinn
- ❖ Thomas McLeod

Distribution: V. Seal D. Quinn T. McLeod K. Kruller C. Hougardy H. Ponnekanti M. Musa D. Nguyen (email) B. Still (email)	City Attorney (email) Clerk File Copy 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, AUGUST 23, 2021 – 5:30 PM

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID, 299274146#

[Click here to join the meeting](#)

6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Neighborhood Traffic Calming Program Update (Cyndy Knighton)	a) Discussion only	Pg. 1
b) Tukwila Community Center Exterior Painting Contract Bid Award (H. Ancira)	b) Forward to the 08/23/2021 Committee of the Whole Meeting and Special Meeting Consent Agenda	Pg. 5
c) Riverton Creek Flapgate Removal Project Agreement Authorization with WSDOT (M. Perfetti)	c) Forward to the 09/13/2021 Special Meeting Consent Agenda	Pg. 15
d) Municipal Broadband Project DOC Grant Request (J. Bush)	d) Forward to the 09/13/2021 Committee of the Whole	Pg. 25
3. MISCELLANEOUS		
	Future Agenda:	
	<ul style="list-style-type: none"> • 42nd Ave S Bridge Design Supplemental Agreement 	

Next Scheduled Meeting: Monday, September 13, 2021

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



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
BY: Cyndy Knighton, Senior Program Manager
Scott Bates, Traffic Engineering Project Manager
CC: Mayor Ekberg
DATE: August 20, 2021
SUBJECT: Neighborhood Traffic Calming Program
Project No. 82110301
2021 Status Update

ISSUE

Provide a status update for the Neighborhood Traffic Calming Program (NTCP).

BACKGROUND

The NTCP was adopted at the end of 2018 to address neighborhood concerns with traffic safety. The Council wanted to ensure that traffic calming safety decisions are based on technical engineering and applied in a uniform and consistent manner. With the funding changes in 2020/2021, the City's abilities to implement traffic calming strategies on residential streets and other safety improvements throughout Tukwila were greatly reduced.

DISCUSSION

When the NTCP was adopted 2018, staff had a list of 22 requests. To date, 72 individual requests have been made for traffic calming. Currently, there are 30 requests waiting for action, waiting for funding, or are reoccurring complaints that staff have left open for continued reference. With the possibility of some funding being restored in 2021 and/or 2022, Staff identified ten priority projects that could be completed with a dedicated budget. The staff recommended projects were selected to address priority concerns across many areas of the City and include some proactive projects around schools and the TCC.

FINANCIAL IMPACT

The attached table shows the Staff recommendations for implementation should funding be made available in 2021 or 2022 for the Neighborhood Traffic Calming Program. Potential treatment options are identified as well as an estimated cost range for each of the potential projects. Funding needed to accomplish the recommendations ranges from \$266,000 to \$538,000 in addition to staff time. Any additional funding would be used toward assessing the remaining requests and implementing any appropriate treatments.

RECOMMENDATION

Discussion only.

ATTACHMENTS

Page 2, 2021 CIP
Top 10 NTCP Priority List
Top 10 NTCP Priority Map

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Traffic Calming/Residential Safety Improvements** Project No. 8xx10301

DESCRIPTION: Programmatic approach to addressing neighborhood traffic concerns through a variety of methods. Residential street improvements with sidewalks, safety improvements, and bike facilities.

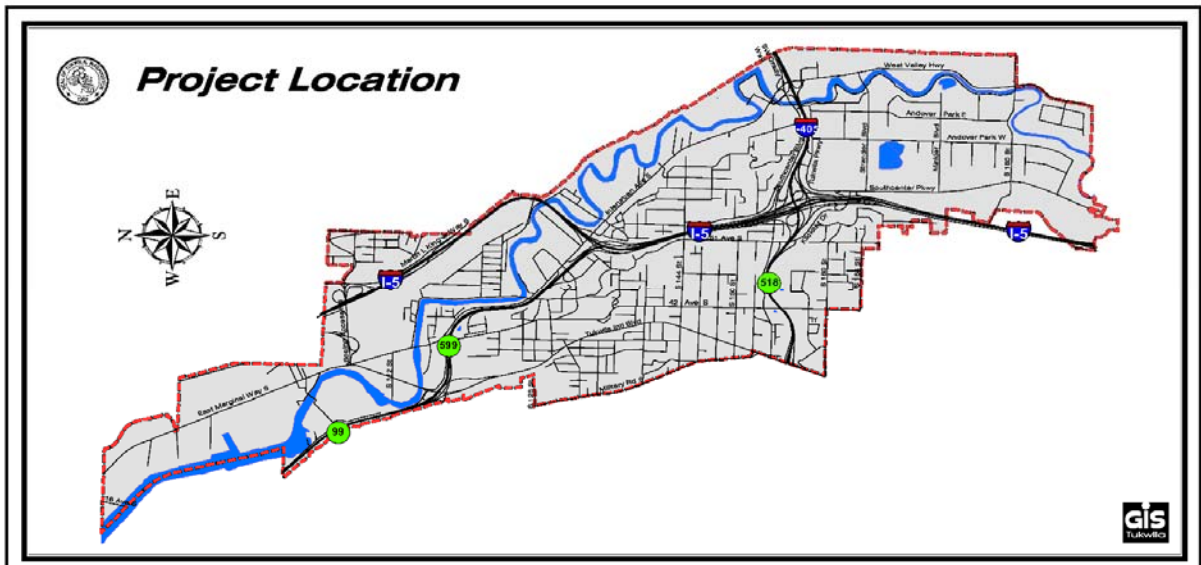
JUSTIFICATION: Neighborhood revitalization by improving residential streets.

STATUS: Future candidates are listed in the citywide comprehensive update and safety-based prioritization of residential street improvements, sidewalks, and bike lanes.

MAINT. IMPACT: Varies, depends on treatment(s) used.

COMMENT: Residential improvements and traffic calming features to reduce speeds and improve pedestrian and bicycle safety such as the speed cushions, RRFB crossings, LED enhanced signs, Radar driver feedback signs, etc.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	63	50								113
Land (R/W)										0
Const. Mgmt.	37									37
Construction	148	0								148
TOTAL EXPENSES	248	50	0	0	0	0	0	0	0	298
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	248	50	0	0	0	0	0	0	0	298
TOTAL SOURCES	248	50	0	0	0	0	0	0	0	298



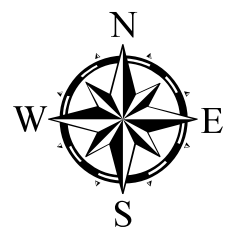
Staff Top-10 Recommended NTCP Projects

Project	Details	Potential Treatment Options	Estimated Cost Range
A Allentown Neighborhood Speed and Safety Study	<i>Since 2018, five individual requests for traffic calming have been recorded in the NTCP list of requests; however, traffic complaints have been made to the City over prior years. Addressing traffic safety concerns in Allentown is a top priority for the City.</i>		
	Study neighborhood-wide volume, speed, classification and safety issues. Design plan for Level 1 and Level 2 treatments throughout Allentown.	Level 1: Improved signage; radar feedback signs; pavement marking modifications Level 2: Curb extensions	\$50,000-80,000
B Tukwila Elementary School Safety Improvements	<i>Since 2018, 12 traffic calming requests have been made in the Cascade View neighborhood, with a significant number of them near Tukwila Elementary School. Common complaints have been over speeding and crosswalk or pedestrian safety. Additionally, the Council has asked for proactively addressing or anticipating concerns, specifically around school zones. Some improvements have been made around Tukwila Elementary School already but more improvements are needed.</i>		
	Address speeding and crosswalk safety concerns.	Level 1: Improved signage; radar feedback signs; pavement marking modifications Level 2: Curb extensions; RRFB installation; ADA ramp upgrades; improved illumination	\$30,000-80,000
C Impact Charter School Safety Improvements	<i>A request specific to the newly opened Impact Charter School was received in 2019. The request was to provide a signed school zone, which Tukwila has provided along with signs marking school crossings on S 148th Street. ADA-compliant ramps have not been installed at the marked school crossings. The charter school has expanded their site to the north with a need for consideration of a school zone on S 146th Street and other potential improvements for children's safety. Additionally, the Council has asked for proactively addressing or anticipating concerns, specifically around school zones.</i>		
	Provide school crossing improvements, establish school zone on S 146th Street, if needed. Provide school crossing improvements, observe operating speeds, if necessary establish speed zone.	Level 1: Improved signage for school zones on S 148th Street and S 146th Street; crosswalk installation Level 2: ADA ramp improvements; curb extensions	\$8,000-15,000
D Cascade View Elementary School Safety Improvements	<i>Since 2018, the Tukwila Hill neighborhood has seen 9 requests for traffic calming. Four of the locations are around the speeding, school crossing and pedestrian safety around the Cascade View Elementary School. 85th Percentile speeds of ~30MPH in the 25MPH zones have been recorded, but analysis to separate whether the speeding is even more than the posted school zone has not been done. Additionally, the Council has asked for proactively addressing or anticipating concerns, specifically around school zones.</i>		
	Upgrade School Zone signing, design and install pedestrian crossing improvements.	Level 1: Improved signage for school zones on S 148th Street and S 146th Street; crosswalk installation Level 2: ADA ramp improvements; curb extensions	\$8,000-15,000
E Tukwila Community Center Pedestrian Crossing Safety Improvements	<i>The City Council has expressed desire for the NTCP to have a proactive element in addressing traffic calming and safety needs throughout the City. The TCC is a well-utilized facility by the Allentown neighborhood as well as the entire City and surrounding area. Concerns over the pedestrian crossings on S 124th Street have been raised by staff and residents in the past, along with the larger complaints of speeding in Allentown. Increasing pedestrian visibility to improve safety in this high-use area is a recommended top priority for the NTCP.</i>		
	Design and install mid-block pedestrian safety improvements on S 124th Street.	Level 1: Improve pedestrian crossing signage Level 2: RRFB installations; upgrade ADA ramps; curb extensions; improved illumination	\$80,000-100,000
F Macadam Road Speed and Safety Improvements	<i>At least five requests for traffic calming, specific to speeding (and some secondary reasons) have been made since 2018. A radar feedback sign was placed near the 13700 block in 2019 but requests have continued to be made. Additional analysis is warranted to determine what other improvements could be used to address the speeding, especially where Macadam has extremely limited sight distance due to the curvy nature of the roadway.</i>		
	Design and install treatments addressing speeding and curve safety north of S 144th Street.	Level 1: Improved signage; LED chevron signs; channelization modifications Level 2:	\$10,000 - 30,000
G Southcenter Boulevard/65th Avenue S Pedestrian Safety Improvements	<i>Staff identified the need for improvement pedestrian safety at this location several years ago. Southcenter Boulevard is a 5-lane roadway with known speeding issues along with curves that restrict sight distance. A high pedestrian usage at this intersection accessing the King County Metro bus stop that services both the Rapid Ride F-Line and Route 150, both workhorses of the south County transit network, justifies improving pedestrian crossing safety. This intersection is slated for full signalization in the future, but interim pedestrian safety improvements should be considered sooner.</i>		
	Design and install pedestrian safety improvements	Level 1: Improved signage for pedestrian crossing Level 2: RRFB installation; ADA ramp upgrades; improved illumination	\$50,000-\$90,000
H City-wide Residential Speed Limit Review	<i>As part of the City Council's expressed desire to proactively look at traffic calming needs, a full review of the residential street posted speed limits is recommended by staff. State law establishes city speed limits at 25MPH unless an engineering study is completed to justify higher speed limits. Most residential streets are posted at 25MPH today, but there are many that are posted at 30MPH or 35MPH. Likely, those speed limits are legacies of past annexation areas, where a speed study was completed by King County. The general impression Staff has is that most residents and elected officials would be happier with lower speed limits. City of Seattle has also recently lowered all speed limits nearly city-wide to be 25MPH.</i>		
	Identify residential streets with speed limits currently above 25MPH. Conduct volume, speed and safety review. Recommend changes to speed limits, as necessary.	Level 1: Modify speed limit ordinance; as needed; install new signs; as needed. Level 2:	\$5,000-8,000
I S Ryan Way Pedestrian Safety Improvements	<i>Two requests for traffic calming to address speeding and pedestrian crossing safety in the Ryan Hill area have been made in 2021. New developments are coming forward that will increase the residential population of this part of the City with multi-family developments. The speed concerns, especially along S Ryan Way, coupled with the new housing developments increasing the likelihood of increased pedestrian activity, warrants this analysis be recommended as a top priority.</i>		
	Safety study on S Ryan Way from MLK Jr. Way to east city limits, focusing on speeding and pedestrian safety. Recommend Level 1 and Level 2 improvements. Design and construct improvements.	Level 1: Improved signage Level 2: Curb extension, improved illumination	\$10,000-100,000
J S 144th Street/46th Avenue S ADA Ramps	<i>The Tukwila School District requested school crossing safety improvements at this intersection in 2017. A new Rectangular Rapid Flashing Beacon was installed in early 2019. At the time the RRFB was installed, the City was also submitting a grant application for the 46th Avenue S Safe Routes to School project, which would improve pedestrian safety between this intersection south to S 150th Street, and would include either a raised pedestrian crosswalk at the RRFB or install ADA-compliant curb ramps. The grant was not awarded. State law requires ADA ramps be brought up to current standards anytime a new signal, including the RRFB, is installed. Since grant monies for the larger improvement are not expected in the short term, staff recommends this as a priority to comply with all state and federal laws regarding Americans with Disabilities Act requirements.</i>		
	Design and install ADA-compliant ramps at the intersection.	Level 1: Level 2: ADA upgrades to ramps at RRFB (not done at time of RRFB installation due to budget constraints)	\$15,000-20,000
Total Cost Range			\$266,000 - 538,000



City of Tukwila

Top 10 Staff Recommended NTCP Projects

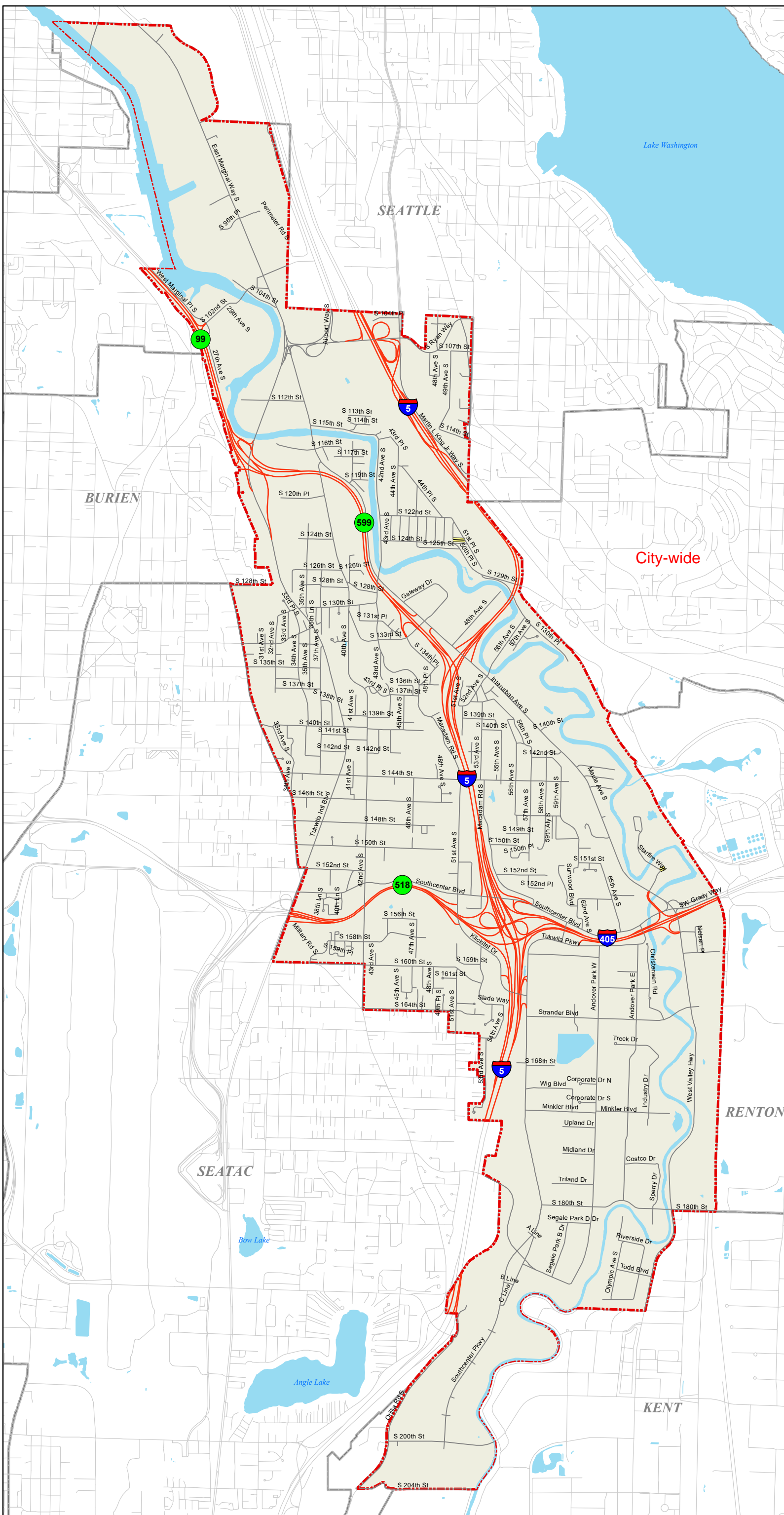


Not to Scale

Vicinity Map



Disclaimer: The location of features and boundaries are approximate and are intended for reference only. Data is based on best information available.





INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
By: Henry Ancira, Facilities Superintendent
CC: Mayor Allan Ekberg
DATE: August 20, 2021
SUBJECT: Tukwila Community Center Exterior Painting Contract
Project No. 92130302

Issue

Award a contract with Long Painting Company to paint the exterior of the Tukwila Community Center.

Background

The Tukwila Community Center's siding was recently replaced in several areas around the building due to damage. The siding damage was the result of water intrusion over many years, due to inferior or absent flashing protection. Construction of the siding was physically completed on November 18, 2020. Painting the exterior of the Tukwila Community Center will protect and preserve the recently installed siding repairs.

Analysis:

Bids for the Tukwila Community Center Exterior Paint Project were received by three contractors. The bids were checked, tabulated, and no errors were found. Two of the contractors rescinded their bids due to full schedules through 2021. The remaining contractor was Long Painting Company, with a cost estimate of \$107,478, plus tax of \$10,855, for a contract total of \$118,333.28.

Financial Impact

Painting the Tukwila Community Center exterior is budgeted in the 2021 CIP through the 303 Fund. Long Painting Company has provided a cost estimate of \$107,478, plus tax of \$10,855, for a contract total of \$118,333.28. The contract costs fall within the project budget.

	<u>Contract Amount</u>	<u>Project Budget</u>
Long Painting Contract	\$107,478.00	\$140,000
Sales Tax (10.1%)	<u>10,855.28</u>	
Total	\$118,333.28	

Recommendation

Council is being asked to award the contract with Long Painting Company in the amount of \$118,333.28 and consider this item at the August 23, 2021 Committee of the Whole Meeting and the Special Meeting Consent Agenda to follow that same night.

Attachments: Contract For Services
2021 CIP Page 47

Fleet & Facility Services - 14000 Interurban Avenue, Tukwila, WA 98168 - 206-431-0166



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

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 Long Painting Company, hereinafter referred to as "the Contractor," whose principal office is located at 21414 68th Avenue South, Kent, WA 98032.

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 A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$107,478 + Washington State Sales Tax.
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 September 13, 2021 and ending November 1, 2021, 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 \$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 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. 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.
- 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 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.

DATED this 21st day of July 2021.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

July 7 2021

City of Tukwila

Attn: Mike Sodon

Project: Tukwila Community Center Repaint

Scope of Work: Pressure wash, prep and apply two full coats of finish to the exterior.

BASE BID PRICING	UNIT	VALUE
1) Base Bid	LS	\$ 107,478

General Clarifications:

- Assumes matching existing colors & color schemes with two full coats of Sherwin Williams A-100 latex finish.
- Owner will be responsible for cutting back all shrubs and trees needed for use to access scope of work.
- All stained wood and factory-finished items (man doors, gutters and downspouts) are excluded from our scope of work.
- Proposal assumes painting lower flashing in with the body color please see attached scope.
- Proposal assumes some soffit repairs under entry please see attached scope.
- Proposal assumes painting all sprinkler pipe and previously painted man doors and frames.

Base Bid Inclusions:

- Includes a 1-year warranty from date of completion.
- Lifts and safety equipment as necessary to complete this scope.
- Mask and protect all finishes not scheduled for paint.
- Pressure wash all areas to receive paint finish and all gutters and downspouts.
- Overlay all existing caulked areas needed before applying finishes.
- Apply two full coats of latex finish to all previously painted surfaces. Excluding areas mentioned above in clarifications.
- Clean all work areas daily.

Exclusions:

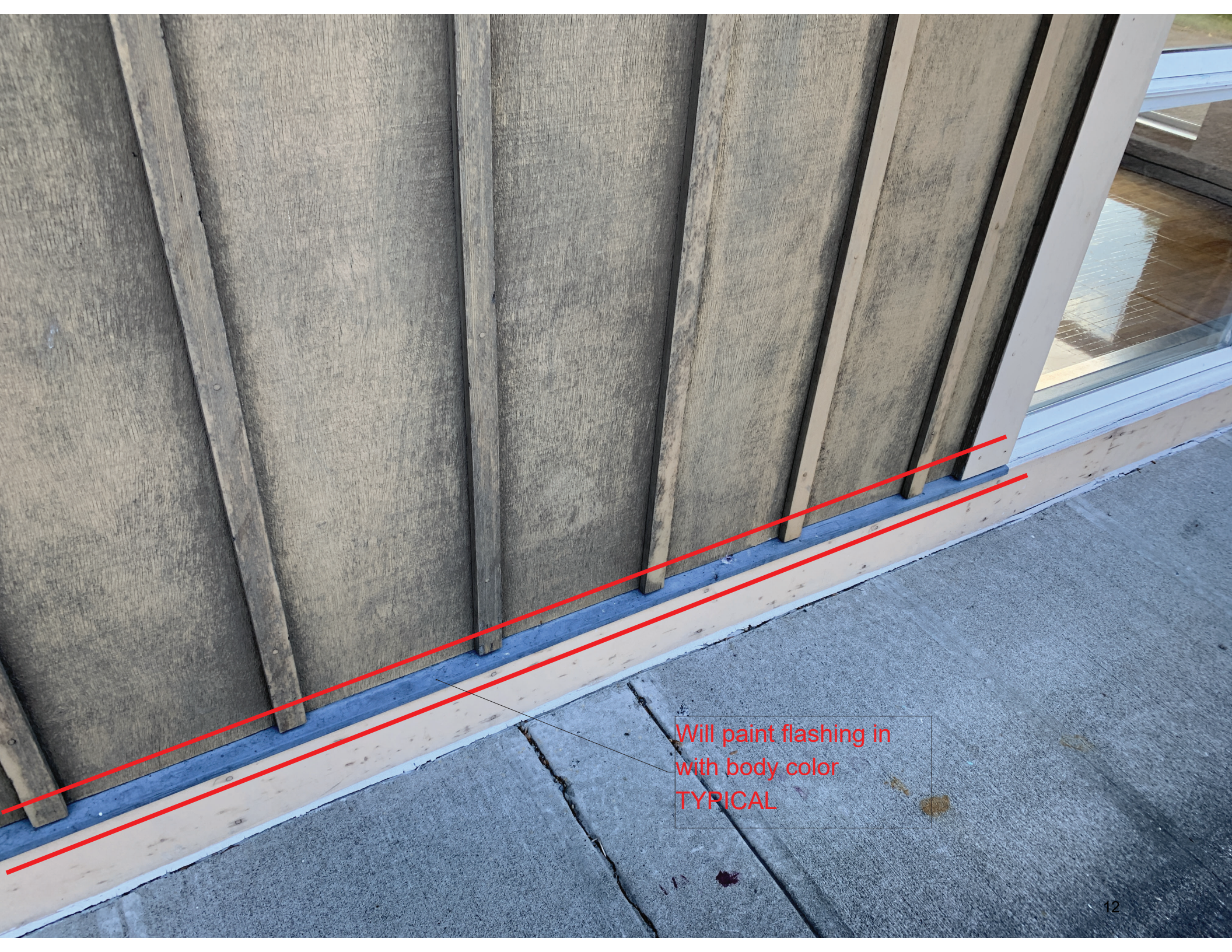
- Washington sales tax
- Pressure washing brick.

Please feel free to contact me at (253) 234-8084, if you have any further questions.

Sincerely,
LONG PAINTING COMPANY



Mitchell Higgins
Project Manager/Estimator - Email: Mitchellh@longpainting.com



Will paint flashing in
with body color
TYPICAL



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Facility Improvements

Project No. Various

DESCRIPTION: Yearly improvements and required maintenance to City facilities that are located throughout the City.

JUSTIFICATION: Maintenance of existing facilities and required updating and improvements.

STATUS: Ongoing.

MAINT. IMPACT: None.

COMMENT: Ongoing project, only one year actuals are shown in first column.

FINANCIAL (in \$000's)	Through		Estimated							
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Engineering		4	50		50	50	50	50	50	304
Land (R/W)										0
Construction	32	156	140	150	150	150	150	150	150	1,228
TOTAL EXPENSES	32	160	190	150	200	200	200	200	200	1,532
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	32	160	190	150	200	200	200	200	200	1,532
TOTAL SOURCES	32	160	190	150	200	200	200	200	200	1,532

Facility Projects scheduled for 2021-2022

TCC Exterior Paint/Stain	\$ 140,000	2021
TCC Retrofit HVAC Chiller	10,000	2021
City Hall Seismic Study	40,000	2021
	<u>\$ 190,000</u>	
City Hall Siding Repairs	100,000	2022
Fire Station 53 Exterior Paint/Stain	<u>50,000</u>	2022



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Mike Perfetti, Habitat Project Manager**
 CC: **Mayor Ekberg**
 DATE: **August 20, 2021**
 SUBJECT: **Surface Water Fund - Riverton Creek Flapgate Removal Project**
Project Number 99830103
Maintenance Agreement Authorization with WSDOT

ISSUE

Approve a 10-year maintenance agreement with the Washington State Department of Transportation (WSDOT) for the Riverton Creek Flapgate Removal Project.

BACKGROUND

The City’s Riverton Creek Flapgate Removal Project, which is due to be completed in the fall of 2021, is being executed in accordance with a local agency construction agreement between the City and WSDOT since part of the area lies within WSDOT right of way (ROW). In the early months of 2021, plants were installed to restore vegetation at the project site. Actively managing the restored vegetation during the plant establishment period is critical to ensuring that the restoration is successful, our investments are protected, and grantee obligations are met.

DISCUSSION

Approximately two acres of native plant restoration are within WSDOT ROW. As part of the grant agreement with the State Recreation and Conservation Office (RCO) and the Salmon Recovery Funding Board (SRFB), the City has an on-going obligation to maintain the restoration project for a minimum of ten (10) years.

FISCAL IMPACT

Over a period of 10 years, maintenance costs are expected to be professionally contracted for a total of approximately \$100,000-\$150,000 over the life of the agreement. The overall project budget is sufficient to fund the additional maintenance costs. Grant funding opportunities to cover maintenance expenses will also be examined. By way of example, the City has been awarded grant funding for the last two years of plant maintenance at the Green the Green pilot CIP project through WRIA 9’s *Regreen the Green* grant program.

	<u>Project Expenses</u>	<u>Budget</u>
Encumbered Expenses	\$ 2,428,891.16	
Maintenance	150,000.00	
Utility Revenue		1,083,000.00
Funding from 205 Levee Certification		336,699.86
Awarded Grants (CWM, Opp, RCO)		<u>1,166,965.00</u>
Total	<u>\$ 2,578,891.16</u>	<u>\$2,586,664.86</u>

RECOMMENDATION

Council is being asked to approve a 10-year maintenance agreement with WSODT and consider this item on the Consent Agenda at the September 13, 2021, Special Council Meeting.

Attachments: Maintenance Agreement between the City of Tukwila and WSDOT
Riverton Creek – SR 599/SR 99 Vicinity Map
2021 CIP, Page 90

**Maintenance Agreement between
The City of Tukwila
and the
Washington State Department of Transportation (GMB 1201)
Riverton Creek - SR 599/SR 99 Vicinity**

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Tukwila, Washington, hereinafter the “City,” collectively the “Parties” and individually the “Party.”

RECITALS

1. The City is constructing the Riverton Creek Flapgate Removal Project, hereinafter the “Project,” which includes, but is not limited to, the removal of culverts and flapgates at the confluence of Riverton Creek and the Duwamish River, fish habitat improvements, planting, and associated roadway improvements.
2. Some Project construction is taking place in WSDOT limited access right of way pursuant to the terms of GCB 3352, including Amendment No. 1. The City agrees it is responsible for the maintenance of roadway shoulder restoration landscaping and all Large Woody Debris in the Riverton Creek channel, hereinafter “Landscaping,” in the Maintenance Area shown in Exhibit A.
3. WSDOT and the City wish to define maintenance responsibilities within WSDOT’s right of way jurisdiction.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A that is incorporated herein by this reference, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. CITY MAINTENANCE RESPONSIBILITIES

- 1.1 The City, at the City’s sole cost and expense, shall maintain and provide all materials and labor associated with the replacement, repair, and any other incidentals for the Landscaping in the Maintenance Area shown in Exhibit A. The City’s obligations for Landscaping shall include plant replacement as needed and weed control at least once per year.
- 1.2 The City shall ensure the Landscaping is maintained in a safe and operable condition and prevent premature deterioration. The City shall use best management practices developed as part of the Washington State Aquatic Habitat Guidelines Program (available at <https://wdfw.wa.gov/publications/00046>) and best management practices developed by the Washington Invasive Species Council (available at <https://invasivespecies.wa.gov>).
- 1.3 In performing any work covered by this Agreement, the City shall comply with all federal and state nondiscrimination laws, regulations and policies.
- 1.4 Modification, Replacement or Relocation of the Landscaping:
 - 1.4.1 If the City, in its sole discretion, determines that it is necessary to replace or modify the Landscaping, the replacement or modification shall require prior written approval of WSDOT.
 - 1.4.2 The City agrees to relocate and/or remove the Landscaping within thirty (30) calendar days of receipt of WSDOT’s written notice to perform such work in the event a state highway project

requires removal or relocation. If the City does not relocate or remove the Landscaping, the Landscaping shall be removed by WSDOT, and the City agrees to pay WSDOT the actual direct and related indirect costs in accordance with Section 2.5.

1.5 Traffic Control

- 1.5.1 The City shall not perform any work authorized under this Agreement in such a manner as to conflict with, impede or disrupt in any way state highway construction, operation or maintenance, or interfere with or endanger the safety of the traveling public. If it is likely that the City's work shall conflict with, impede or disrupt in any way state highway construction, operation or maintenance, or interfere with or endanger the safety of the travelling public, then the City shall submit traffic control plans to the WSDOT Construction Traffic Control Operations Manager for the Northwest Region, for review and approval prior to the start of the City's work. WSDOT shall review and approve, modify, or reject the City's traffic control plans within fifteen (15) business days after receipt of the plans. If WSDOT rejects the plans, WSDOT shall work cooperatively with the City to develop acceptable plans.
- 1.5.2 The City agrees that all traffic control for any work authorized pursuant to Section 1.5.1 shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

1.6 Third Party Damage

- 1.6.1 The City shall be responsible for repairing all third-party damage to the Landscaping at the City's expense.
- 1.6.2 If WSDOT has information concerning third party damage to the Landscaping it shall provide the information to the City as soon as practicable after receipt of request for records from the City.

2. **DEFICIENT MAINTENANCE**

- 2.1 In the event the City does not perform the work identified in Section 1, WSDOT reserves the right to perform the necessary work to the extent necessary for the safe operation and maintenance of WSDOT right of way. Should WSDOT perform such work, the City agrees to pay WSDOT the actual direct and related indirect costs in accordance with Section 2.5.
- 2.2 Should the City fail to perform its maintenance responsibilities which do not directly impact the construction, operation and maintenance of WSDOT right of way, or adversely affect the safety of the traveling public pursuant to this Agreement, WSDOT shall provide written notification to the City to perform the work to cure the identified deficiencies within thirty (30) calendar days after receipt of said notification.
- 2.3 If, in the case of a deficiency that the City cannot with due diligence cure within a period of thirty (30) calendar days, the City shall request in writing for the approval of a time extension to remedy those deficiencies. After approval, the City shall proceed in good faith cure the deficiency as agreed.
- 2.4 WSDOT may perform or begin planning for the needed work at the end of the thirty (30) calendar day notice period. Should WSDOT perform such work, the City agrees to pay WSDOT the actual direct and related indirect costs in accordance with Section 2.5.
- 2.5 The City shall reimburse WSDOT for the actual direct and related indirect costs of WSDOT's work authorized by this Agreement. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall

make payment within thirty (30) calendar days. All sums due from the City to WSDOT and not paid within thirty (30) calendar days of the date of invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest shall be calculated from the thirty-first calendar day until the date paid. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution as provided for in Section 7 of this Agreement. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the Parties or completion of dispute resolution process.

3. EMERGENCY MAINTENANCE

- 3.1 In the event of an emergency involving the Landscaping that has damaged or is likely to imminently damage WSDOT right of way, the City shall perform emergency maintenance and/or repair to rectify the problem within one (1) working day of notification, email being acceptable, from WSDOT.
- 3.2 If the City is not available to perform the emergency maintenance and/or repair work to address the identified problem, WSDOT reserves the right to perform the emergency work. Such emergency work may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in accordance with Section 2.5.

4. RIGHT OF ENTRY

- 4.1 WSDOT hereby grants to the City and its authorized agents, contractors, subcontractors, and employees a right of entry upon all WSDOT right of way for the purpose of accomplishing the work authorized by this Agreement, subject to the traffic control provisions of Section 1.5.

5. PARTY REPRESENTATIVES

- 5.1 Unless otherwise stated herein, for all communications under this Agreement the Parties designate the following representatives:

City of Tukwila	Washington State Department of Transportation
Hari Ponnekanti Public Works Director City of Tukwila 6300 Southcenter Blvd, Suite 100 Tukwila, WA 98188 (206) 433-0179 Hari.Ponnekanti@TukwilaWA.gov	Gordon Elley Superintendent Area 5 Maintenance Washington State Dept. of Transportation 10833 Northup Way NE Bellevue, WA 98004 Phone: (425) 739-3730 ElleyGK@wsdot.wa.gov

- 5.2 A Party may designate an alternative representative and, in this event, shall notify the other Party in writing, which includes communication by email.

6. DAMAGE TO PROPERTY

- 6.1 The City and its authorized agents, contractors, subcontractors, and/or employees shall not damage WSDOT property while performing maintenance, operation and/or repair of the Landscaping. If the City, its authorized agents, contractors, subcontractors and/or employees damages WSDOT property, the City

agrees to be directly responsible to WSDOT for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.

- 6.2 WSDOT and its authorized agents, contractors, subcontractors, and/or employees shall not damage City property while performing maintenance, operation and/or repair of the Landscaping. If WSDOT, its authorized agents, contractors, subcontractors, and/or employees damages City property, WSDOT agrees to be directly responsible to the City for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.

7. GENERAL PROVISIONS

- 7.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

- 7.2 Term: The Term of this Agreement shall commence as of the date this Agreement is executed and shall continue for a period of ten (10 years).

- 7.3 Start of Work: The City agrees that its maintenance and/or repair work obligations pursuant to this agreement shall start as soon as there has been construction and acceptance by WSDOT of the Landscaping as defined in GCB 3352.

- 7.4 Termination:

7.4.1 This Agreement may be terminated by the mutual written agreement of the Parties.

7.4.2 This Agreement shall terminate ten (10) years after the date this Agreement is executed.

7.4.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 7.5 Indemnification and Waiver: Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

- 7.6 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 7.6.1 through 7.6.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- 7.6.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- 7.6.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 7.6.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 7.6.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor, and WSDOT's Northwest Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 7.6.4 In the event the City's Mayor and WSDOT's Northwest Region Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 7.7 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 7.8 Records and Audit: All records for maintenance, operation and/or repair work done pursuant to this Agreement shall be held and kept available for inspection and audit by WSDOT, the City and the Federal government for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 7.9 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 7.10 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 7.11 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.

7.12 Independent Contractor: Parties shall be deemed an independent contractor for all purposes, and the employees of each Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.


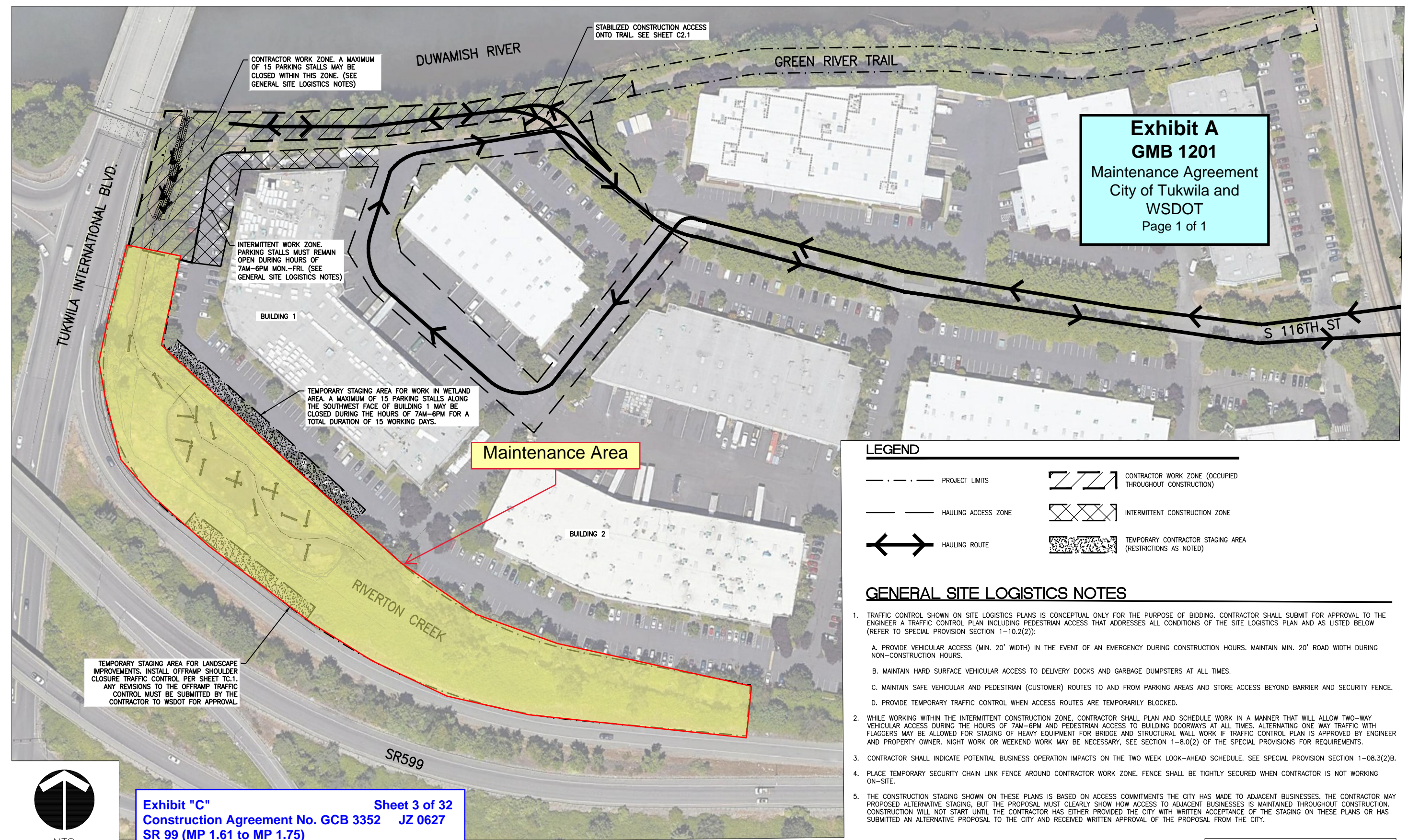
City of Tukwila	Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Allan Ekberg Mayor	Morgan Balogh Assistant Regional Administrator Maintenance, Northwest Region
Approved as to Form City of Tukwila	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>  7/28/21
Name: City Attorney	Name: Assistant Attorney General

Exhibit A
GMB 1201
 Maintenance Agreement
 City of Tukwila and
 WSDOT
 Page 1 of 1



LEGEND

- PROJECT LIMITS
- HAULING ACCESS ZONE
- ↔ HAULING ROUTE
- ▨ CONTRACTOR WORK ZONE (OCCUPIED THROUGHOUT CONSTRUCTION)
- ▩ INTERMITTENT CONSTRUCTION ZONE
- ▨ TEMPORARY CONTRACTOR STAGING AREA (RESTRICTIONS AS NOTED)

GENERAL SITE LOGISTICS NOTES

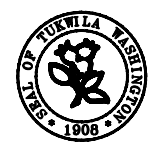
- TRAFFIC CONTROL SHOWN ON SITE LOGISTICS PLANS IS CONCEPTUAL ONLY FOR THE PURPOSE OF BIDDING. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE ENGINEER A TRAFFIC CONTROL PLAN INCLUDING PEDESTRIAN ACCESS THAT ADDRESSES ALL CONDITIONS OF THE SITE LOGISTICS PLAN AND AS LISTED BELOW (REFER TO SPECIAL PROVISION SECTION 1-10.2(2)):
 - PROVIDE VEHICULAR ACCESS (MIN. 20' WIDTH) IN THE EVENT OF AN EMERGENCY DURING CONSTRUCTION HOURS. MAINTAIN MIN. 20' ROAD WIDTH DURING NON-CONSTRUCTION HOURS.
 - MAINTAIN HARD SURFACE VEHICULAR ACCESS TO DELIVERY DOCKS AND GARBAGE DUMPSTERS AT ALL TIMES.
 - MAINTAIN SAFE VEHICULAR AND PEDESTRIAN (CUSTOMER) ROUTES TO AND FROM PARKING AREAS AND STORE ACCESS BEYOND BARRIER AND SECURITY FENCE.
 - PROVIDE TEMPORARY TRAFFIC CONTROL WHEN ACCESS ROUTES ARE TEMPORARILY BLOCKED.
- WHILE WORKING WITHIN THE INTERMITTENT CONSTRUCTION ZONE, CONTRACTOR SHALL PLAN AND SCHEDULE WORK IN A MANNER THAT WILL ALLOW TWO-WAY VEHICULAR ACCESS DURING THE HOURS OF 7AM-6PM AND PEDESTRIAN ACCESS TO BUILDING DOORWAYS AT ALL TIMES. ALTERNATING ONE WAY TRAFFIC WITH FLAGGERS MAY BE ALLOWED FOR STAGING OF HEAVY EQUIPMENT FOR BRIDGE AND STRUCTURAL WALL WORK IF TRAFFIC CONTROL PLAN IS APPROVED BY ENGINEER AND PROPERTY OWNER. NIGHT WORK OR WEEKEND WORK MAY BE NECESSARY, SEE SECTION 1-8.0(2) OF THE SPECIAL PROVISIONS FOR REQUIREMENTS.
- CONTRACTOR SHALL INDICATE POTENTIAL BUSINESS OPERATION IMPACTS ON THE TWO WEEK LOOK-AHEAD SCHEDULE. SEE SPECIAL PROVISION SECTION 1-08.3(2)B.
- PLACE TEMPORARY SECURITY CHAIN LINK FENCE AROUND CONTRACTOR WORK ZONE. FENCE SHALL BE TIGHTLY SECURED WHEN CONTRACTOR IS NOT WORKING ON-SITE.
- THE CONSTRUCTION STAGING SHOWN ON THESE PLANS IS BASED ON ACCESS COMMITMENTS THE CITY HAS MADE TO ADJACENT BUSINESSES. THE CONTRACTOR MAY PROPOSED ALTERNATIVE STAGING, BUT THE PROPOSAL MUST CLEARLY SHOW HOW ACCESS TO ADJACENT BUSINESSES IS MAINTAINED THROUGHOUT CONSTRUCTION. CONSTRUCTION WILL NOT START UNTIL THE CONTRACTOR HAS EITHER PROVIDED THE CITY WITH WRITTEN ACCEPTANCE OF THE STAGING ON THESE PLANS OR HAS SUBMITTED AN ALTERNATIVE PROPOSAL TO THE CITY AND RECEIVED WRITTEN APPROVAL OF THE PROPOSAL FROM THE CITY.

CALL BEFORE YOU DIG 1-800-424-5555

Exhibit "C" Sheet 3 of 32
Construction Agreement No. GCB 3352 JZ 0627
SR 99 (MP 1.61 to MP 1.75)
Riverton Flapgate Removal



Plotted: Apr 28, 2020 - 7:14pm Teddy Thorson K:\Project\32700\32700\CADD\ACAD\DWG\C1.2.dwg Layout Name: C1.2

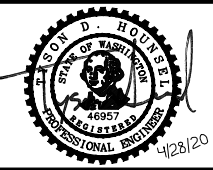


PUBLIC WORKS DEPT.

-ENGINEERING-STREETS-WATER-SEWER-PARKS-BUILDING-

	by	date
designed	SJ	4/28/20
drawn	TT	4/28/20
checked	TH	4/28/20
proj eng	TH	4/28/20
proj dir	MP	4/28/20
field bk no		

Otak
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052
 425-822-4446
 www.otak.com



RIVERTON CREEK FLAP GATE REMOVAL
SITE LOGISTICS PLAN

no	date	revisions

3
 32
 C1.2
 file no
 scale AS SHOWN
 date 04/28/2020

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Riverton Creek Flap Gate Removal

Project No. 99830103

DESCRIPTION: Remove two culverts and flap gates that confluence with the Duwamish River; daylight creek, install trail bridge over creek, habitat improvements and planting for 1,200 lineal feet of creek, inc 1/4 acre backwater wetland habitat and 400 ft of river; associated structural improvements for TIB roadway and adjacent commercial

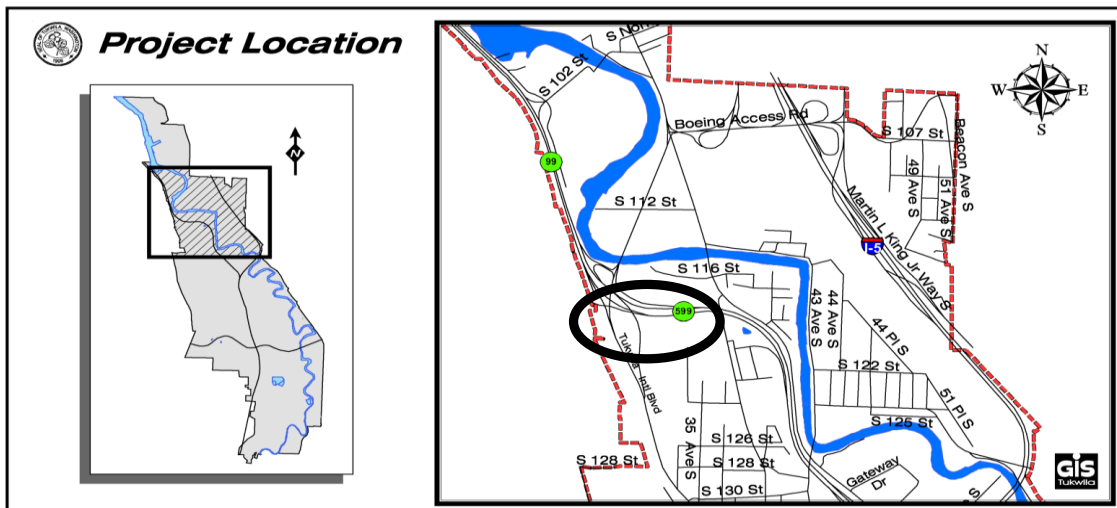
JUSTIFICATION: Increase available salmonid rearing habitat and increase flood refuge in lower Duwamish River. Improve fish access to Riverton Creek and enhance salmon rearing and resting area.

STATUS: Project construction began in 2020.

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Construction funding from the State RCO Salmon Recovery Funding Board, King County Cooperative Watershed Management, King County Opportunity Funds, the WRIA 9 Re-green the Green Program and City Surface Water Funds.

FINANCIAL (in \$000's)	Through Estimated		2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
	2019	2020								
EXPENSES										
Design	391									391
Land (R/W)										0
Monitoring			25							25
Const. Mgmt.		200	5							205
Construction		1,654	25							1,679
TOTAL EXPENSES	391	1,854	55	0	0	0	0	0	0	2,300
FUND SOURCES										
Awarded Grant RCO	116	781								897
King County Grant		240	50							290
People for Puget S	30									30
Mitigation Expected										0
Utility Revenue	245	833	5	0	0	0	0	0	0	1,083
TOTAL SOURCES	391	1,854	55	0	0	0	0	0	0	2,300





INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Joel Bush, Chief Technology Officer
CC: Mayor Allan Ekberg
DATE: August 20, 2021
SUBJECT: Municipal Broadband Project
Department of Commerce Grant Request

ISSUE

Approve the submission of a grant application to the Department of Commerce Public Works Broadband Program for up to \$2,000,000 to fund the construction of a municipal LTE network using cellular technology.

BACKGROUND

The City of Tukwila Municipal Broadband Project will provide true broadband internet to City of Tukwila students and their families while they are within Tukwila city limits. Currently, the Tukwila School District equips 20% of its students with mobile hotspots and 23% of families are enrolled in the Comcast's Internet Essential Program.

DISCUSSION

Increasing broadband infrastructure will increase equity by reducing Tukwila's digital divide. Specifically, the project will construct monopole sites or small cells that will connect with the City's existing fiber network to provide broadband service to all City of Tukwila students and their families. The investment in municipal broadband will serve a foundation for future smart city investments.

FISCAL IMPACT

Preliminary cost estimates for this project are between 2,200,000 - \$2,650,000. The deployment of a municipal LTE network will also include recurring annual costs of \$220,000. \$130,000 for maintenance and software and \$90,000 for a dedicated internet connection. The total five-year project cost is anticipated to be \$3,738,434 for capital and reoccurring expenses.

The city has the opportunity to apply for up to \$2,000,000 in funding from the Department of Commerce for Broadband Construction for capital costs related to the Municipal Broadband Project. No match is required for this funding opportunity. The Department of Commerce Broadband Construction call for projects is currently open. Applications are due by October 1, 2021, with projects awarded in November 2021.

This project is not currently funded, but Tukwila staff are in discussions with the Tukwila School District on cost sharing models to minimize financial impact to the City of Tukwila. Staff will also continue to research local, state and federal grants to support this project.

RECOMMENDATION

Committee is being asked to approve the submission of the grant application. Staff will brief the full Council on this grant opportunity and program concept at the September 13, 2021, Committee of The Whole.

ATTACHMENTS: Preliminary Costs
Tukwila School District Internet Need Analysis

City of Tukwila Municipal LTE Project Cost Estimates

Capital Cost

Services:	Extended Cost
Description:	
Network Design, RF engineering, network engineering, installation of rooftops and monopoles, construction services, installation of radios/antenna systems, Installation of core network, commissioning, enablement, optimizing of Radio Network , CPI configuration and compliance, project management for the sites	\$946,538
Structural Analysis/Construction Designs, and professional engineering services for permitting/zoning	\$169,500
Services: Subtotal	\$1,116,038
Equipment:	
Description:	
Radio Access Network, gateways, switches, EPC Core, tower equipment, enclosures, custom fab, cabling, CBSDs, sims, end user devices	\$1,532,864
Equipment: Subtotal	\$1,532,864
Grand Total Subtotal	\$2,648,902

Recurring Cost

Description:	
Year 1 -	
CBSD Licensing / Hardware and Software Maintenance	111,993
Internet Connection	90,000
Year 1 Subtotal	201,993
Year 2 -	
CBSD Licensing / Hardware and Software Maintenance	126,113
Internet Connection	90,000
Year 2 Subtotal	216,113
Year 3 -	
CBSD Licensing / Hardware and Software Maintenance	129,826
Internet Connection	90,000
Year 3 Subtotal	219,826
Year 4 -	
CBSD Licensing / Hardware and Software Maintenance	133,793
Internet Connection	90,000
Year 4 Subtotal	223,793
Year 5 -	
CBSD Licensing / Hardware and Software Maintenance	137,807
Internet Connection	90,000
Year5 Subtotal	227,807
Grand Total Subtotal	\$1,089,532
Grand Total - Equipment/Services/Maintenance/Licensing for five years	\$3,738,434

Internet Access Need Analysis

