



# City of Tukwila Transportation and Infrastructure Services Committee

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

<b>Distribution:</b> V. Seal D. Quinn T. McLeod K. Kruller C. Hougardy H. Ponnekanti M. Musa (email) S. Kim (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, SEPTEMBER 13, 2021 – 5:30 PM**

**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID, 832324833#**

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**6300 BUILDING, SUITE 100)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Permanent Small Wireless Facilities Update (N. Gierloff)	a) Forward to the 09/27/2021 Committee of the Whole and 10/04/2021 Regular Meeting	Pg. 1
b) Macadam Rd S Water Upgrade Project Design Supp Change Order No. 4 (A. Altallal)	b) Forward to the 09/20/2021 Regular Consent Agenda	Pg. 61
c) Sewer Lift Stations No. 2, 4, and 12 Upgrades Change Order No. 1 (A. Altallal)	c) Forward to the 09/20/2021 Regular Consent Agenda	Pg. 69
d) 42 <sup>nd</sup> Ave South Bridge Replacement Proj -100% Design Change Order No.1 (A. Cox)	d) Forward to the 09/20/2021 Regular Consent Agenda	Pg. 83
<b>3. MISCELLANEOUS</b>		
	<b>Future Agenda:</b>	

**Next Scheduled Meeting:** Monday, September 27, 2021

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## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Services Committee**  
**FROM: Nora Gierloff, DCD Director**  
**CC: Mayor Ekberg**  
**DATE: September 10, 2021**  
**SUBJECT: Permanent Small Wireless Facilities Update**

### **ISSUE**

Tukwila's interim regulations for small wireless facilities will expire on October 12, 2021 and are proposed to be replaced with an update to TMC 18.58 Wireless Communications Facilities.

### **BACKGROUND**

Wireless communication technology has pivoted from large cell towers that were designed to transmit frequencies over long distance to small wireless facilities (4G and 5G networks) that are designed to increase capacity. These installations are significantly smaller than the existing macro installations and are/will be located closer to the end user. This means that small wireless installations will be focused on the rights-of-way and adjacent areas.

The Federal Communications Commission ("FCC") has adopted new regulations regarding local municipalities' authority to regulate the deployment of small wireless communications facilities. In order to account for those changes in Federal law, the City needs to update its municipal code.

Tukwila adopted an interim code to address wireless facilities under Ordinance No. 2652 on April 12, 2021. Those temporary regulations will expire October 12, 2021 and will be repealed upon adoption of the updated regulations. Staff has now drafted a permanent set of regulations and has circulated those regulations for industry review, as well as GMA/SEPA review. While no comments were received from the GMA or SEPA process, industry comments were received and some of the comments have been incorporated into the draft code. A table summary of all comments received has been included as Attachment B.

The Planning Commission held a public hearing on August 26, 2021 and made four additional changes in response to wireless industry representatives' suggestions. These are most clearly shown as highlights on the ordinance in Attachment A.

### **DISCUSSION**

The proposed ordinance includes an overhaul of the existing code in order to incorporate the new FCC requirements. It also includes revisions to the macro facility permitting and design requirements, as well as establishes a permitting process and aesthetic requirements for small wireless facilities. These changes will improve staff efficiency by providing a well-defined framework for staff to review permits and clear expectations for applicants regarding where and how they can locate their facilities.

Our discussion will focus on the macro facility provisions in TMC 18.58.060-070 as well as the small wireless facility provisions in TMC 18.58.100-160. We will discuss how the code will be used, what the requirements mean, and how these requirements will protect the City within the scope of the FCC rules.

There are a few important concepts that the Council should keep in mind that will come into play during these discussions.

- The City has some authority to outline aesthetic standards for the rollout of small wireless facilities, but the **City does not have authority to dictate technology**. Any standard being considered that would regulate the technology should be avoided.
- **Regulations that effectively prohibit the rollout of the technology should not be considered**. The FCC has generally determined that this technology should be allowed, and regulations adopted by a local jurisdiction that effectively prohibit the technology are impermissible.
- The FCC has adopted presumptively reasonable shot clocks within which the City must comply. These **shot clocks are 60 days for an installation on an existing structure and 90 days for new poles**. These shot clocks cover all necessary city approvals, which may include a franchise (these already require two readings before City Council), small wireless permits, public works related permits, and anything else that might be required by the City.
- The City should treat all similarly situated applicants the same. This is called **competitive equity**. Regulations and approvals should not vary depending on who comes in the door.

### **FINANCIAL IMPACT**

There will be no direct financial impacts to the City through adoption of this code update. We expect an ongoing flow of small cell permit applications as carriers update their wireless networks for a modest revenue stream.

### **RECOMMENDATION**

The Council is being asked to approve the ordinance and consider this item at the September 27, 2021 Committee of the Whole meeting and subsequent October 4, 2021 Regular Meeting.

**Attachments:** Planning Commission Recommended Ordinance Amending TMC 18.06 and 18.58  
Table of Public Comments

## DRAFT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 2652, AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) CHAPTER 23.04, "SMALL WIRELESS COMMUNICATION FACILITIES"; REPEALING ORDINANCE NO. 2498, AS CODIFIED IN TMC CHAPTERS 18.06 AND 18.58; REPEALING ORDINANCE NO. 2251 §71 AND §72, AS CODIFIED IN TMC CHAPTER 18.58, "WIRELESS COMMUNICATION FACILITIES"; REPEALING ORDINANCE NO. 2135 §2 (PART), AS CODIFIED IN MULTIPLE SECTIONS OF TMC CHAPTER 18.06, 'DEFINITIONS'; AMENDING ORDINANCE NO. 2251 §68, §69, AND §70, AS CODIFIED IN TMC CHAPTER 18.58; AMENDING ORDINANCE NO. 2135 §1 (PART), AS CODIFIED IN MULTIPLE SECTIONS OF TMC CHAPTER 18.58; AUTHORIZING AND ESTABLISHING PERMITTING REGULATIONS AND AESTHETIC AND DESIGN STANDARDS FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES; ADOPTING SUPPORTIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, in a constantly evolving industry, telecommunications providers are beginning to utilize a new type of technology commonly known as "small cell" facilities herein ("small wireless facilities") to implement higher bandwidths and increased demands for data; and

**WHEREAS**, the Federal Communications Commission ("FCC") has issued rules and regulations that limit local government's ability to regulate the deployment of small wireless facilities, but which allow local governments to adopt regulations affecting the aesthetics and design standards for small wireless facilities; and

**WHEREAS**, the FCC allows the City of Tukwila ("City") to adopt aesthetic standards for deployment of small wireless facilities that will require utilization of a consolidated process emphasizing administrative review in order to comply with federal safe harbors or presumptively reasonable time limits for review; and

**WHEREAS**, Chapter 23.04 of the Tukwila Municipal Code (“TMC”) was added to TMC Title 23 pursuant to Ordinance No. 2652 and established initial regulations related to wireless facilities; and

**WHEREAS**, the City has evaluated its existing wireless facilities regulations in Chapter 18.58 of the TMC and determined that changes are needed to address compliance with FCC regulations; and

**WHEREAS**, the City desires to update the existing TMC Chapter 18.58 with new regulations that: (1) reaffirms the land use and zoning regulations for major wireless facilities; (2) clarifies the application and review process for major wireless facilities; (3) adopts land use and zoning regulations and design standards for small wireless facilities; (4) sets forth the application and approval process for small wireless facilities; and (5) updates regulations related to eligible facilities requests as prescribed by federal rules and regulations; and

**WHEREAS**, upon timely notice, the City undertook a State Environmental Policy Act (SEPA) review of these wireless communication regulations and issued a SEPA Determination of Non-Significance for this non-project action on August 5, 2021; and

**WHEREAS**, the Washington State Department of Commerce was provided a Notice of Intent to Adopt the proposed regulations and the City received no comments on the same; and

**WHEREAS**, the proposed regulations went before the City of Tukwila Planning Commission for review, discussion, and consideration. Upon timely notice, a public hearing was held before the Planning Commission on August 26, 2021, and subsequently the Planning Commission issued a recommendation that the City Council adopt the regulations as presented herein; and

**WHEREAS**, the City Council held a public hearing on September 27, 2021, to review the Planning Commission recommended draft ordinance; and

**WHEREAS**, based on careful consideration of the facts and law, including without limitation the public testimony received, the Planning Commission's recommendation dated August 26, 2021, the Staff Report dated September 7, 2021, and records and files with the office of the Department of Community Development, the Tukwila City Council finds that the proposed amendments attached and incorporated herein should be approved as presented;

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

**Section 1. Purpose.** The purpose of this ordinance is to establish permitting and aesthetic requirements and revisions for wireless communication facilities to be codified in the Tukwila Municipal Code in response to the enactment of new regulations by the FCC.

**Section 2. Findings of Fact.** The Tukwila City Council hereby adopts and incorporates the recitals set forth above as Findings of Fact justifying the development regulations adopted by this ordinance.

**Section 3. Repealer.** Ordinance Nos. 2652 and 2498 are hereby repealed.

**Section 4. Repealer.** Ordinance No. 2251 §71 and §72, as codified in TMC Chapter 18.58, "Wireless Communication Facilities." is hereby repealed.

**Section 5. Repealer.** Ordinance No. 2135 §2 (part), as codified in the following sections of TMC Chapter 18.06, "Definitions." is hereby repealed.

TMC Section 18.06.039, "Ancillary Wireless Communication Facilities"

#### ~~18.06.039 Ancillary Wireless Communication Facilities~~

~~"Ancillary Wireless Communication Facilities" means any facilities, component, part, equipment, mounting hardware, feed lines, or appurtenance associated with, attached to, or a part of a tower, antenna, ancillary structures, or equipment enclosures, facilities equipment compound, and located within, above, or below the facilities equipment compound.~~

TMC Section 18.06.040, "Ancillary Wireless Communication Facility"

#### ~~18.06.040 Ancillary Wireless Communication Facility~~

~~"Ancillary Wireless Communication Facility" means any form of development associated with a wireless communications facility, including but not limited to foundations, concrete slabs on grade, guy anchors, and transmission cable supports; however, specifically excluding equipment enclosures.~~

TMC Section 18.06.041, "Antenna(s)"

#### ~~18.06.041 Antenna(s)~~

~~"Antenna(s)" means any exterior system of electromagnetically tuned wires, poles, rods, reflecting disks, or similar devices used to transmit or receive electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, or other communication signals between terrestrial and/or orbital based points, including without limitation: directional antennas (also known as "panel" antennas) which transmit and receive radio frequency signals in a specific directional pattern of less than 360 degrees; omnidirectional antennas (also known as "whip" antennas) which transmit and receive radio frequency signals in a 360-degree radial pattern, but do not include antennas utilized specifically for television reception; and parabolic antennas (also known as "dish" antennas) which are bowl-shaped devices for the reception and/or transmission of radio frequency communication signals in a specific directional pattern.~~

TMC Section 18.06.042, "Antenna(s) Array"

#### ~~18.06.042 Antenna(s) Array~~

~~"Antenna(s) Array" means one or more antennas and their associated ancillary facilities,~~

~~which share a common attachment device, such as a mounting frame or mounting support.~~

TMC Section 18.06.043, "Antennas(s), Flush Mounted"

#### ~~18.06.043 Antennas(s), Flush Mounted~~

~~"Antennas, Flush Mounted" are antennas or antenna array attached directly to the face of the tower or building, such that no portion of the antenna extends above the height of the tower or building.~~

TMC Section 18.06.659, "Public Safety Communications Equipment"

#### ~~18.06.659 Public Safety Communications Equipment~~

~~"Public safety communications equipment" means any radio or other communication equipment that is owned and exclusively used by public entities for emergency communication or communication between fire, police, and other rescue personnel.~~

TMC Section 18.06.773, "Significant Gap in Service, Wireless Communications"

#### ~~18.06.773 Significant Gap in Service, Wireless Communications~~

~~"Significant Gap in Service, Wireless Communications" means a gap in coverage, capacity, frequency, or technology such that a substantial number of applicant's remote user subscribers are unable to establish or maintain reliable wireless service from the applicant's wireless network. A "dead spot" (defined as less than significant areas within a service area where the field strength is lower than the minimum level for reliable service) does not constitute a significant gap in service.~~

TMC Section 18.06.823, "Tower, Electrical Transmission"

#### ~~18.06.823 Tower, Electrical Transmission~~

~~"Tower, Electrical Transmission" means any facility owned by Seattle City Light or Puget Sound Energy or any other electric utility that supports electrical lines which carry a voltage of at least 115kV.~~

TMC Section 18.06.824, "Tower, Guy"

#### ~~18.06.824 Tower, Guy~~

~~"Tower, Guy" means a tower that is supported with cable and ground anchors to secure and steady the tower.~~

TMC Section 18.06.825, "Tower, Lattice"

#### ~~18.06.825 Tower, Lattice~~

~~"Tower, Lattice" means a tapered style of tower that consists of vertical and horizontal supports with multiple legs and crossbracing and metal crossed strips or bars to support antennas or similar antenna devices.~~



TMC Section 18.06.826, "Tower, Monopole"

~~18.06.826 Tower, Monopole~~

~~"Tower, Monopole" means a freestanding tower that is composed of a single shaft, usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground.~~

TMC Section 18.06.827, "Tower, Wireless Communication Facility"

~~18.06.827 Tower, Wireless Communication Facility~~

~~"Tower, Wireless Communication Facility" means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including selfsupporting lattice towers, guy towers or monopoles. The term includes, without limitation, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and alternative tower structures.~~

TMC Section 18.06.828, "Tower Mounted Facilities"

~~18.06.828 Tower Mounted Facilities~~

~~"Tower Mounted Facilities" means a wireless communication facility that is mounted to a tower.~~

TMC Section 18.06.902, "Utility Pole"

~~18.06.902 Utility Pole~~

~~"Utility pole" is any facility owned by Seattle City Light or Puget Sound Energy or any other electric utility that supports electrical lines which carry a voltage of less than 115kV, or any Qwest facility which carries telephone lines.~~

TMC Section 18.06.936, "Wireless Communication Facility"

~~18.06.936 Wireless Communication Facility~~

~~"Wireless Communication Facility" means any tower, antenna, ancillary structure or facility, or related equipment or component thereof, which is used for the transmission of radio frequency signals through electromagnetic energy for the purpose of providing phone, internet, video, information services, specialized mobile radio, enhanced specialized mobile radio, paging, wireless digital data transmission, broadband, unlicensed spectrum services utilizing part 15 devices, and other similar services that currently exist or that may in the future be developed.~~

TMC Section 18.06.937, "Wireless Communication Facility, Building Mounted"

~~18.06.937 Wireless Communication Facility, Building Mounted~~

~~"Wireless Communication Facility, Building Mounted" means a wireless communication facility that is attached to an existing commercial, industrial, residential, or institutional building.~~

TMC Section 18.06.938, "Wireless Communication Facility, Concealed Facility"

~~18.06.938 Wireless Communication Facility, Concealed Facility~~

~~"Wireless Communication Facility, Concealed Facility" means a wireless communication facility that is not readily identifiable as such, and is designed to be aesthetically and architecturally compatible with the existing building(s) on a site; or a wireless communications facility disguised, hidden or integrated with an existing structure that is not a monopole or tower; or a wireless communication facility that is placed within an existing or proposed structure or tower or mounted within trees, so as to be significantly screened from view or camouflaged to appear as a non-antenna structure or tower (i.e., tree, flagpole with flag, church steeple, etc.).~~

TMC Section 18.06.939, "Wireless Communication Facility Equipment Enclosure"

~~18.06.939 Wireless Communication Facility Equipment Enclosure~~

~~"Wireless Communication Facility Equipment Enclosure" means any structure, including without limitation cabinets, shelters, pedestals and other devices or structures, that is used exclusively to contain radio or other equipment necessary for the transmission and/or reception of wireless communication signals including, without limitation, air conditioning units and generators.~~

TMC Section 18.06.940, "Wireless Communication Facility Equipment Compound"

~~18.06.940 Wireless Communication Facility Equipment Compound~~

~~"Wireless Communication Facility Equipment Compound" means an outdoor fenced area occupied by all the towers, antennas, ancillary structure(s), ancillary facilities and equipment enclosures, but excluding parking and access ways.~~

TMC Section 18.06.941, "Wireless Communication Facility, Feed Lines or Coaxial Cables"

~~18.06.941 Wireless Communication Facility, Feed Lines or Coaxial Cables~~

~~"Wireless Communication Facility, Feed Lines or Coaxial Cables" means cables used as the interconnection media between the transmission/ receiving base station and the antenna.~~

TMC Section 18.06.943, "Wireless Telecommunication Carrier"

~~18.06.943 Wireless Telecommunication Carrier~~

~~"Wireless Telecommunication Carrier" means any person or entity that directly or indirectly owns, controls, operates or manages any plant, equipment, structures or property within the City for the purpose of offering wireless telecommunication service within the City.~~

**Section 6.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.010, "Purpose," is hereby amended to read as follows:

### **18.58.010 Purpose**

A. The purpose of this Chapter, in addition to implementing the general purposes of the Comprehensive Plan and development regulations, is to regulate the permitting, placement, construction, and modification of wireless communication facilities, in order to protect the health, safety and welfare of the public, while not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the City. The purpose of this Chapter will be achieved through adherence to the following objectives:

1. Establish clear and nondiscriminatory local regulations concerning wireless telecommunications providers and services that are consistent with Federal and State laws and regulations pertaining to telecommunications providers;

2. Protect residential areas and land uses from potential adverse impacts that wireless communication facilities might create, including but not limited to impacts on aesthetics, environmentally sensitive areas, historically significant locations, and flight corridors, ~~and health and safety of persons and property;~~

3. ~~Encourage providers of wireless communication facilities to locate them, to the extent possible, in areas where the adverse impact on the community is minimal~~ Minimize potential adverse visual, aesthetic, and safety impacts of wireless communication facilities;

4. ~~Encourage the location of wireless communication facilities in nonresidential areas and allow wireless communication facilities in residential areas only when necessary, to meet functional requirements of the telecommunications industry;~~

5. ~~Minimize the total number of wireless communication facilities in residential areas;~~

4. Establish objective standards for the placement of wireless communications facilities;

5. Ensure that such standards allow competition and do not unreasonably discriminate among providers of functionally equivalent services;

6. Encourage the location or attachment of multiple facilities within or on existing structures to help minimize the total number and impact of such facilities throughout the community;

6.7. Require cooperation between competitors and, as a primary option, joint use of new and existing towers, tower sites and suitable structures to the greatest extent possible, in order to reduce cumulative negative impact upon the City;

7. ~~Allow wireless communication companies to use City property (i.e. City Hall, Community Center, parks, etc.) for the placement of wireless facilities, where consistent with other public needs, as a means to generate revenue for the City;~~

8. ~~Ensure~~Encourage wireless communication facilities are to be configured in a way that minimizes the adverse visual impact of the wireless communication facilities, as viewed from different vantage points, through careful design, landscape screening, minimal impact siting options and camouflaging techniques, and through assessment of ~~technology~~the carrier's service objective, current location options, siting, future available locations, and innovative siting techniques ~~and siting possibilities beyond the jurisdictional boundaries of the City~~;

9. Enhance the ability of the wireless communications facility providers ~~of telecommunications services~~ to provide such services to the community quickly, effectively and efficiently;

10. Provide for the removal of wireless communication facilities that are abandoned or no longer inspected for safety concerns and Building Code compliance, and provide a mechanism for the City to cause these abandoned wireless communication facilities to be removed, to protect the citizens from imminent harm and danger;

~~11. Avoid potential damage to adjacent properties from tower failure, through engineering, careful siting, and maintenance of wireless communication facilities; and~~

~~12. Provide a means for public input on major wireless communications facility placement, construction and modification.~~

B. In furtherance of these objectives, the City shall give due consideration to the Comprehensive Land Use Plan, zoning code, existing land uses, and environmentally sensitive areas in approving sites for the location of communication towers and antennas.

C. These objectives were developed to protect the public health, safety and welfare, to protect property values, and to minimize visual impact, while furthering the development of enhanced telecommunication services in the City. ~~These objectives were designed to comply with the Telecommunications Act of 1996.~~ The provisions of this Chapter are not intended to and shall not be interpreted to prohibit or to have the effect of prohibiting personal wireless services. This Chapter shall not be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting wireless service within the City.

D. To the extent that any provision of this Chapter is inconsistent or conflicts with any other City ordinance, this Chapter shall control. Otherwise, this Chapter shall be construed consistently with the other provisions and regulations of the City.

~~E. In reviewing any application to place, construct or modify wireless communication facilities, the City shall act within a reasonable period of time after an application for a permit is duly filed, taking into account the nature and scope of the application. Any decision to deny an application shall be in writing, supported by substantial evidence contained in a written record. The City shall approve, approve with conditions, or deny the application in accordance with Title 18 of the Tukwila Municipal Code, this Chapter, the adopted Tukwila Comprehensive Plan, and other applicable ordinances and regulations.~~

**Section 7.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.020, “Authority and Application,” is hereby amended to read as follows:

### **18.58.020 Authority and Application**

The provisions of this Chapter shall apply to the placement, construction or modification of all wireless communication facilities, except as specifically exempted in TMC Section 18.58.030. Any person who desires to locate a wireless communication facility inside or outside the right-of-way, which is not specifically exempted by TMC Section 18.58.030, shall comply with the applicable application permitting requirements, and design and aesthetic regulations described in this Chapter. In addition, applicants for wireless communication facilities inside the City’s right-of-way must also obtain a franchise pursuant to TMC Chapter 11.32.

**Section 8.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.030, “Exemptions” is hereby amended to read as follows:

### **18.58.030 Exemptions**

The provisions of this Chapter shall not apply to the following:

~~1. Wireless communication facilities permits are not required for subparagraphs 1.a through 1.e of this section; however, a building permit may be required for work on buildings:~~

~~a1. Routine maintenance and repair of wireless communication facilities (excluding structural work or changes in height or dimensions of support structures or buildings); provided that the wireless communication facilities received approval from the City for the original placement and construction and provided further that compliance with the standards of this code is maintained and right-of-use permit obtained if the wireless communication facility is located in the right-of-way. This shall not include changes in height or dimensions of towers or buildings; provided that the wireless communication facility received approval from the City of Tukwila or King County for the original placement, construction or subsequent modification.~~

~~b. Changing of antennas on wireless communication facilities is exempt from wireless facilities permits, provided the total area of the new antennas and support structure is not increased more than 10% of the previous area or the area is reduced.~~

~~e2. Changing or adding additional antennas within a previously permitted concealed building-mounted installation is exempt provided there is no visible change from the outside.~~

~~e3. Bird exclusionary devices may be added to towers and are not subject to height limitations.~~

~~e4. Additional ground equipment may be placed within an approved equipment enclosure, provided the height of the equipment does not extend above the screening fence.~~

~~25.~~ An antenna that is designed to receive or send direct broadcast satellite service and/or broadband signals, or other means for providing internet service including direct-to-home satellite services, and that is 1 meter or less in diameter or diagonal measurement, and when the antenna is attached to the residence or business that is utilizing the service.

~~36.~~ An antenna that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is 1 meter or less in diameter or diagonal measurement.

~~47.~~ An antenna that is designed to receive television broadcast signals.

~~58.~~ Antennas for the receiving and sending of amateur radio devices or ham radios, provided that the antennas meet the height requirements of the applicable zoning district, and are owned and operated by a Federally-licensed amateur radio station operator or are used exclusively for receive-only antennas and provided further that compliance with the standards of this code is maintained. ~~In order to reasonably accommodate licensed amateur radio operators as required by Federal Code of Regulations, 47 CFR Part 97, as amended, and Order and Opinion (PRB-1) of the Federal Communication Commission of September 1985, and RCW 35A.21.260, a licensed amateur radio operator may locate a tower not to exceed the height requirements of the applicable zoning district, provided the following requirements are met for such towers located in a residentially-zoned district:~~

~~a.—The tower and any antennas located thereon shall not have any lights of any kind on it and shall not be illuminated either directly or indirectly by any artificial means;~~

~~b.—The color of the tower and any antennas located thereon must all be the same and such that it blends into the sky, to the extent allowed under requirements set forth by the Federal Aviation Administration;~~

~~c.—No advertising logo, trademark, figurine or other similar marking or lettering shall be placed on the tower or any wireless communication facilities mounted or otherwise attached thereto or any building used in conjunction therewith;~~

~~d.—The tower shall be located a distance equal to or greater than its height from any existing residential structure located on adjacent parcels of property, including any attached accessory structures;~~

~~e.—A tower must be at least three-quarters of its height from any property line on the parcel of property on which it is located, unless a licensed engineer certifies that the tower will not collapse or that it is designed in such a way that, in the event of collapse, it falls within itself, and in that event, it must be located at least one-third of its height from any property line;~~

~~f.—No signs shall be used in conjunction with the tower, except for one sign not larger than 8½" high and 11" wide and as required by Federal regulations;~~

~~g.—Towers shall not be leased or rented to commercial users, and shall not otherwise be used for commercial purposes; and~~

~~h.—All towers must meet all applicable State and Federal statutes, rules and regulations, including obtaining a building permit from the City, if necessary.~~

~~69.~~ Emergency communications equipment during a declared public emergency, when the equipment is owned and operated by an appropriate public entity.

~~710.~~ Any wireless internet communication facility that is owned and operated by a government entity, for public safety radio systems, ham radio and business radio systems.

~~811.~~ Antennas and related equipment no more than 3 feet in height that are being stored, ~~shipped~~ or displayed for sale.

~~912.~~ Radar systems for military and civilian communication and navigation.

13. Automated meter reading (“AMR”) facilities for collecting utility meter data for use in the sale of utility services, except for WIP and other antennas greater than two feet in length, so long as the AMR facilities are within the scope of activities permitted under a valid franchise agreement between the utility service provider and the City.

14. Eligible facilities requests. See TMC Section 18.58.090.

**Section 9. Regulations Established.** A new TMC Section 18.58.040 is hereby established to read as follows:

### **18.58.040 Definitions**

For the purposes of this Chapter, the following terms shall have the meaning ascribed to them below.

1. “**Antenna(s)**” in the context of small wireless facilities and consistent with 47 CFR 1.1320(w) and 1.6002(b) means an apparatus designed for the purpose of emitting radiofrequency (“RF”) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless and any commingled information services. For the purposes of this definition, the term “antenna” does not include an unintentional radiator, mobile station, or device authorized by 47 CFR Title 15.

2. “**Antenna equipment,**” consistent with 47 CFR 1.1320(d), means equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with an antenna, located at the same fixed location as the antenna, and when collocated on a structure, are mounted or installed at the same time as the antenna.

3. “**Applicant**” means any person submitting an application for a wireless communication facility permit pursuant to this Chapter.

4. “**Collocation**” means:

a. Mounting or installing an antenna facility on a preexisting structure;  
and/or

b. Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

5. **“Director”** means the Department of Community Development Director or designee.

6. **“Equipment enclosure”** means a facility, shelter, cabinet, or vault used to house and protect electronic or other associated equipment necessary for processing wireless communication signals. “Associated equipment” may include, for example, air conditioning, backup power supplies, and emergency generators.

7. **“FCC”** or **“Federal Communications Commission”** means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

8. **“Macro Facility”** means a large wireless communication facility that provides radio frequency coverage for wireless services. Generally, macro facility antennas are mounted on ground-based towers, rooftops and other existing structures, at a height that provides a clear view over the surrounding buildings and terrain. Macro wireless communication facilities (WCF) typically contain antennas that are greater than three cubic feet per antenna and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers. Macro facilities include but are not limited to monopoles, lattice towers, macro cells, roof-mounted and panel antennas, and other similar facilities.

9. **“Permittee”** means a person who has applied for and received a wireless communication facility permit pursuant to this Chapter.

10. **“Personal wireless services”** means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.

11. **“Person”** includes corporations, companies, associations, joint stock companies, firms, partnerships, limited liability companies, other entities, and individuals.

12. **“Service provider”** shall be defined in accord with RCW 35.99.010(6). “Service provider” shall include those infrastructure companies that provide telecommunications services or equipment to enable the construction of wireless communication facilities.

13. **“Small wireless facility”** shall be defined as provided in 47 CFR 1.6002(I).

14. **“Stealth Technique”** means stealth techniques specifically designated as such at the time of the original approval of the wireless communication facility for the purposes of rendering the appearance of the wireless communication facility as something fundamentally different than a wireless communication facility including, but not limited to, the use of nonreflective materials, appropriate colors, and/or a concealment canister.

15. **“Structure”** means a pole, tower, base station, or other building, whether or not it has an existing antenna equipment, that is used or to be used for the provision of personal wireless service (on its own or commingled with other types of services).

16. **“Telecommunications service”** shall be defined in accord with RCW 35.99.010(7).



17. “Tower” means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services, and fixed wireless services such as microwave backhaul and the associated site.

18. “Traffic signal pole” means any structure designed and used primarily for support of traffic signal displays and equipment, whether for vehicular or nonmotorized users.

19. “Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

20. “Unified enclosure” means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

21. “Utility pole” means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, or lighting for streets, parking lots, or pedestrian paths.

22. “Wireless communication facilities” or “WCF” means facilities used for personal wireless services.

23. “Wireline” means services provided using a physically tangible means of transmission including, without limitation, wire or cable, and the apparatus used for such transmission.

**Section 10. TMC Section 18.58.040 Amended and Recodified to TMC 18.58.050.** Ordinance Nos. 2251 §68 and 2135 §1 (part), as codified at TMC Section 18.58.040, “Permits Required,” are hereby amended to recodify this section as TMC Section 18.58.050, which shall read as follows:

**18.58.040 18.58.050 Permits Required General Provisions**

A. No person may place, construct or modify a wireless communication facility subject to this Chapter without first having in place a permit issued in accordance with this Chapter. Except as otherwise provided herein, the requirements of ~~this Chapter are in addition to the applicable requirements of TMC Title 18 TMC Chapters 18.100, 18.104 and 18.108 do not apply to this TMC Chapter 18.58.~~

~~B. Any application submitted pursuant to this Chapter shall be reviewed and evaluated by the Director for all projects located on public or private property. The Director of Public Works or his/her designee shall review all proposed wireless communication facilities that are totally within City right-of-way. If a project is both on private or public~~

~~property and City right-of-way, the DCD Director shall review the application. Regardless of whether the DCD Director or the Director of Public Works is reviewing the application, all applications will be reviewed and evaluated pursuant to the provisions of this Chapter.~~

~~B. Macro facilities, as defined in TMC Section 18.58.040, are allowed in zones consistent with TMC Section 18.58.060.F and require a macro facility permit pursuant to TMC Section 18.58.020.~~

~~C. Small wireless facilities, as defined in TMC Section 18.58.040, are permitted uses throughout the City but still require a small wireless facility permit pursuant to TMC Section 18.58.020. Small wireless facilities located within the City's rights-of-way require a valid franchise.~~

~~C. The applicant is responsible for obtaining all other permits from any other appropriate governing body (i.e., Washington State Department of Labor and Industries, Federal Aviation Administration, etc.).~~

~~D. This Chapter provides guidelines for the placement and construction of wireless communication facilities, not exempt as set forth in TMC Section 18.58.030 from its provisions and modification of wireless communication facilities.~~

~~ED.~~ No provision of this Chapter shall be interpreted to allow the installation of a wireless communication facility to reduce the minimum parking or landscaping on a site.

~~F. Wireless communication facilities that are governed under this Chapter shall not be eligible for variances under TMC Chapter 18.72. Any request to deviate from this Chapter shall be based on the exceptions or waivers set forth in this Chapter.~~

~~GE. Third Party Expert Review~~—Applicants use various methodologies and analyses, including geographically-based computer software, to determine the specific technical parameters of the services to be provided utilizing the proposed wireless communication facilities, such as expected coverage area, antenna configuration, capacity, and topographic constraints that affect signal paths. In certain instances, a third party expert may be needed to review the engineering and technical data submitted by an applicant for a permit. The City may at its discretion require an engineering and technical review as part of a permitting process. The reasonable costs actually incurred by the City for such of the technical review shall be borne by the applicant, provided that the City provides to the applicant an itemized accounting of the costs actually charged by said third party reviewer and incurred by the City.

~~H. The selection of the third party expert may be by mutual agreement between the applicant and the City, or at the discretion of the City, with a provision for the applicant and beneficially interested parties to comment on the proposed expert and review his/her qualifications. The third party expert review is intended to address interference and public safety issues and be a site-specific review of engineering and technical aspects of the proposed wireless communication facilities and/or a review of the applicants' methodology and equipment used, and is not intended to be a subjective review of the site which was selected by an applicant. Based on the results of the expert review, the~~

City may require changes to the application. The expert review shall address the following:

- 1.The accuracy and completeness of submissions;
- 2.The applicability of analysis techniques and methodologies;
- 3.The validity of conclusions reached;
- 4.The viability of other sites in the City for the use intended by the applicant; and
- 5.Any specific engineering or technical issues designated by the City.

I.—Any decision by the DCD Director, Director of Public Works, or Hearing Examiner shall be given substantial deference in any appeal of a decision by the City to either approve, approve with conditions, or deny any application for a wireless communication facility.

J. No alterations or changes shall be made to plans approved by the Director, Director of Public Works, or Hearing Examiner without approval from the City. Minor changes which do not change the overall project may be approved by the Director as a minor modification.

F. Appeals. Appeals related to wireless communication facilities shall be filed in King County Superior Court or in a court of competent jurisdiction.

G. Permit Revocation – Suspension – Denial. A permit issued under this Chapter may be revoked, suspended or denied for any one or more of the following reasons:

1. Failure to comply with any federal, state, or local laws or regulations.
2. Failure to comply with the terms and conditions imposed by the City on the issuance of a permit.
3. When the permit was procured by fraud, false representation, or omission of material facts.
4. Failure to comply with federal standards for RF emissions.

**Section 11. TMC Section 18.58.050 Amended and Recodified to TMC 18.58.060.** Ordinance Nos. 2251 §69 and 2135 §1 (part), as codified at TMC Section 18.58.050, “Types of Permits – Priority – Restrictions,” are hereby amended to recodify this section as TMC Section 18.58.060, which shall read as follows:

**18.58.050 18.58.060 Types of Permits—Priority--Restrictions Macro Facilities**

A.—Applications will be reviewed based on the type of wireless communication facilities requested to be permitted. Each wireless communication facility requires the appropriate type of project permit review, as shown in Table A. In the event of uncertainty on the type of a wireless facility, the DCD Director shall have the authority to determine how a proposed facility is incorporated into Table A.

<b>TABLE A</b>			
<b>Type of Permit Required, Based on Type of Wireless Communication Facility</b>			
<b>Type of Facility</b>	<b>Zoning<sup>(1)</sup></b>		
	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
<del>Adding antennas to an existing tower or utility pole</del>	<del>—Type 1<sup>(2)</sup></del>	<del>—Type 1<sup>(2)</sup></del>	<del>—Type 1<sup>(2)</sup></del>
<del>Eligible facilities modification</del>	<del>—Type 1</del>	<del>—Type 1</del>	<del>—Type 1</del>
<del>Utility pole replacement for co-location</del>	<del>—Type 2</del>	<del>—Type 2</del>	<del>—Type 2</del>
<del>Concealed building attached</del>	<del>—Type 2<sup>(3)</sup></del>	<del>—Type 2<sup>(3)</sup></del>	<del>—Type 1</del>
<del>Non-concealed building attached</del>	<del>—Type 2<sup>(4)</sup></del>	<del>—Type 2</del>	<del>—Type 1</del>
<del>New tower or height adjustment request</del>	<del>—Type 3<sup>(4)</sup></del>	<del>—Type 3</del>	<del>—Type 3</del>

~~(1) Zoning for any private/public property or right-of-way:~~

~~Residential—LDR, MDR, or HDR.~~

~~Commercial—O, MUO, RCC, NCC, RC, RCM, TUC, C/LI or TVS.~~

~~Industrial—LI, HI, MIC/L, or MIC/H.~~

~~(2) Provided the height of the tower or utility pole does not increase and the square footage of the enclosure area does not increase.~~

~~(3) An applicant may request to install a non-concealed building attached facility, under TMC Section 18.58.140.~~

~~(4) MDR and HDR only.~~

~~B. The priorities for the type of wireless communication facility shall be based upon their placement in Table A; most desirable facilities are located toward the top and least desirable facilities toward the bottom. Any application for a wireless communication facility must follow the hierarchy of Table A. For example, an applicant must demonstrate by engineering evidence that using a transmission tower co-location is not possible before moving to a utility pole replacement for co-location, and so forth, with the last possible siting option being a new tower or waiver request.~~

~~C. The City's preferences for locating new wireless communication facilities are as follows:~~

~~1. Place antennas on existing structures, such as buildings, towers, water towers, or electrical transmission towers.~~

~~2. Place wireless communication facilities in non-residentially-zoned districts and non-residential property.~~

~~3. Place antennas and towers on public property and on appropriate rights-of-way if practical, provided that no obligation is created herein for the City to allow the use of City property or public right-of-way for this purpose.~~

~~4. **City Property/Public Rights-of-Way.** The placement of personal wireless communication facilities on City owned property and public rights-of-way will be subject to other applicable sections of the Tukwila Municipal Code and review by other departments (i.e., Public Works, Parks and Recreation, etc.).~~

~~5. Wireless communication facilities shall not be permitted on property designated as landmark or as part of a historic district.~~

~~D. Applicants shall submit all of the information required pursuant to TMC Section 18.104.060 and the following:~~

~~1. **Type 1** Applicant shall submit:~~

~~a. A completed application form provided by the Department of Community Development.~~

~~b. Four sets of plans prepared by a design professional. The plans shall include a vicinity map, site map, architectural elevations, method of attachment, proposed screening, location of proposed antennas, and all other information which accurately depicts the proposed project. Minimum size is 8.5" by 11". Plans shall be no greater than 24" x 36".~~

~~c. A letter from the applicant outlining the proposed project and an evaluation from the applicant with regard to the City's Code requirements and whether the proposal qualifies for review under Section 6409 of the Spectrum Act.~~

~~d. Information sufficient to determine whether a proposed facilities modification per TMC Section 18.58.200 would be a substantial change to an existing eligible support structure.~~

~~e. Sensitive Area studies and proposed mitigation (if required).~~

~~f. If an outdoor generator is proposed, a report prepared by an acoustical engineer demonstrating compliance with TMC Chapter 8.22, "Noise."~~

~~g. SEPA Application (if required).~~

~~2. **Type 2** Applicant shall submit all information required for a Type 1 application, plus the following:~~

~~a. Four sets of photo simulations that depict the existing and proposed view of the proposed facility.~~

~~b. Materials board for the screening material.~~

~~c. If landscaping is proposed, four sets of a landscaping plan prepared by a Washington State licensed landscape architect.~~

~~d. Letter from a radio frequency engineer that demonstrates that the facility meets Federal requirements for allowed emissions.~~

~~e. If the facility is located within a residential zone, a report from a radio frequency engineer explaining the need for the proposed wireless communication facility. Additionally, the applicant shall provide detailed discussion on why the wireless communication facility cannot be located within a commercial or industrial zone.~~

~~3. **Type 3**—The applicant shall submit all the information required for Type 1 and Type 2 applications, plus the following:~~

- ~~a. All information required for new towers under TMC Section 18.58.060.~~
- ~~b. The radio frequency engineer report shall include a discussion of the information required under TMC Section 18.58.060. The report shall also explain why a tower must be used instead of any of the other location options outlined in Table A.~~
- ~~c. Provisions for mailing labels for all property owners and tenants/residents within 500 feet of the subject property.~~
- ~~d. Engineering plans for the proposed tower.~~
- ~~e. A vicinity map depicting the proposed extent of the service area.~~
- ~~f. A graphic simulation showing the appearance of the proposed tower and ancillary structures and ancillary facilities from five points within the impacted vicinity. Such points are to be mutually agreed upon by the Director of DGD and applicant. All plans and photo simulations shall include the maximum build-out of the proposed facility.~~
- ~~g. Evidence of compliance with minimum Federal Communications Commission (FCC) requirements for radio frequency emissions.~~
- ~~h. Evidence of compliance with Federal Aviation Administration (FAA) standards for height and lighting and certificates of compliance from all affected agencies.~~
- ~~i. Evidence that the tower has been designed to meet the minimum structural standards for wireless communication facilities for a minimum of three providers of voice, video or data transmission services, including the applicant, and including a description of the number and types of antennas the tower can accommodate.~~

In order to manage the City in a thoughtful manner that balances the need to accommodate new and evolving technologies with the preservation of the natural and aesthetic environment of the City, the City of Tukwila has adopted this administrative process for the deployment of macro facilities. Applicants are encouraged and expected to provide all related applications listed in TMC Section 18.58.060.A for each facility in one submittal unless they have already obtained a franchise or lease.

**A. Required applications.** The Director is authorized to establish application forms to gather the information required by City ordinances from applicants.

1. **Franchise.** If any portion of the applicant's facilities are to be located in the right-of-way, the applicant shall apply for, and receive, a franchise consistent with TMC Chapter 11.32. An applicant with a franchise for the deployment of macro facilities in the City may apply directly for a macro facility permit and related approvals.

2. **Macro Facility Permits.** The applicant shall submit a macro facility permit application as required by TMC Section 18.58.020. Prior to the issuance of a macro facility permit, the applicant shall pay a permit fee in an amount in accordance with the fee schedule adopted by resolution of the City Council, or the actual costs incurred by the City in reviewing such permit application.

3. **Associated Permit(s) and Checklist(s).** The applicant shall attach all associated required permit applications including, but not limited to, applications required under TMC Chapter 11.08, and applications or check lists required under the City's Critical Areas, Shoreline or SEPA ordinances.

4. **Leases.** An applicant who desires to place a macro facility on City property outside the right-of-way or attach a macro facility to any structure owned by the City shall include an application for a lease as a component of its application. Leases for the use of public property, structures, or facilities shall be submitted to the City Council for approval.

**B. Macro facility application requirements.**

1. A pre-application meeting is encouraged prior to submitting an application for a macro facility permit.

2. The following information shall be provided by all applicants for a macro facility permit:

a. The name, address, phone number and authorized signature on behalf of the applicant.

b. If the proposed site is not owned by the City, the name, address and phone number of the owner and a signed document or lease confirming that the applicant has the owner's permission to apply for permits to construct the macro facility.

c. A statement identifying the nature and operation of the macro facility.

d. A vicinity sketch showing the relationship of the proposed use to existing streets, structures and surrounding land uses, and the location of any nearby bodies of water, wetlands, critical areas or other significant natural or manmade features.

e. Construction drawings as well as a plan of the proposed use showing proposed streets, structures, land uses, open spaces, parking areas, fencing, pedestrian paths and trails, buffers, and landscaping, along with text identifying the proposed use(s) of each structure or area included on the plan.

f. Photo simulations of the proposed macro facility from public rights-of-way, public properties and affected residentially zoned properties. Photo simulations must include all cable, conduit and/or ground-mounted equipment necessary for and intended for use in the deployment regardless of whether the additional facilities are to be constructed by a third party.

g. A sworn affidavit signed by an RF engineer with knowledge of the proposed project affirming that the macro facility will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the facility will operate. If facilities that generate RF radiation necessary to the macro facility are to be provided by a third party, then the permit shall be conditioned on an RF certification showing the cumulative impact of the RF emissions on the entire installation.

h. Information necessary to demonstrate the applicant's compliance with FCC rules, regulations and requirements that are applicable to the proposed macro facility.

i. If not proposing a collocation, then documentation showing that the applicant has made a reasonable attempt to find a collocation site acceptable to engineering standards and that collocating was not technically feasible, or that it was not financially feasible based on commercially reasonable efforts, or that it posed a physical problem.

j. Information sufficient to establish compliance with TMC Sections 18.58.060.F and TMC 18.58.060.G.

k. If proposing a new monopole/tower, information sufficient to establish compliance with TMC Section 18.58.070.B.

l. Such additional information as deemed necessary by the Director for proper review of the application, and which is sufficient to enable the Director to make a fully informed decision pursuant to the requirements of this Chapter.

### **C. Macro facility permit review procedures.**

1. **Completeness.** An application for a macro facility is not complete until the applicant has submitted all the applicable items required by TMC Section 18.58.060.B and to the extent relevant, has submitted all the applicable items in TMC Section 18.58.060.A and the City has confirmed that the application is complete.

2. **Public Notice.** The City shall provide notice of a complete application for a macro facility permit on the City's website with a link to the application. Prior to construction, the applicant shall provide notice of construction to all impacted property owners within 100 feet of any proposed wireless facility via a doorhanger that shall include an email contact and telephone number for the applicant. Notice is for the public's information and is not a part of a hearing or part of the land use appeal process.

3. **Review.** The Director shall review the application for conformance with the application requirements in this Chapter and specifically the review criteria in TMC Section 18.58.060.D to determine whether the application is consistent with this Chapter.

4. **Decision.** The Director shall issue a decision in writing. The Director may grant a permit, grant the permit with conditions pursuant to this chapter and the code, or deny the permit.

a. Any condition reasonably required to enable the proposed use to meet the standards of this chapter and code may be imposed.

b. If no reasonable condition(s) can be imposed that ensure the application meets such requirements, the application shall be denied.

c. The Director's decision is final.

### **D. Macro facility review criteria.**

1. No application for a macro facility may be approved unless all of the following criteria, as applicable, are satisfied:

a. The proposed use will be served by adequate public facilities including roads, and fire protection.



b. The proposed use will not be materially detrimental to uses or property in the immediate vicinity of the subject property and will not materially disturb persons in the use and enjoyment of their property.

c. The proposed use will not be materially detrimental to the public health, safety and welfare.

d. The proposed use complies with this Chapter and all other applicable provisions of this code.

2. The Director shall review the application for conformance with the following criteria:

a. Compliance with prioritized locations pursuant to TMC Section 18.58.060.F.

b. Compliance with development standards pursuant to TMC Section 18.58.060.G.

#### **E. Macro facility permit requirements.**

1. The permittee shall comply with all of the requirements within the macro facility permit.

2. The permittee shall allow collocation of proposed macro facilities on the permittees' site, unless the permittee demonstrates that collocation will impair the technical operation of the existing macro facilities to a substantial degree.

3. The permittee shall notify the City of any sale, transfer, assignment of a macro facility within 60 days of such event.

4. All installations of macro facilities shall comply with any governing construction or electrical code including the National Electrical Safety Code, the National Electric Code or state electrical code, as applicable.

5. A macro facility permit issued under this chapter must be substantially implemented within 24 months from the date of final approval or the permit shall expire. The permittee may request one extension to be limited to 12 months, if the applicant cannot construct the macro facility within the original 24-month period.

6. **Site safety and maintenance.** The permittee shall maintain the macro facilities in safe and working condition. The permittee shall be responsible for the removal of any graffiti or other vandalism and shall keep the site neat and orderly including, but not limited to, following any maintenance or modifications on the site.

F. **Macro facility location hierarchy.** Macro facilities shall be located in the following prioritized order of preference:

1. Collocated on existing macro facility(ies) or another existing public facility/utility facility (i.e., an existing or replacement utility pole or an existing monopole/tower).

2. Collocated on existing buildings and structures located in nonresidential zones.

3. Collocated on existing building and structures in residential zones not used for single-family residential uses (e.g. religious facility or public facility, or multi-family building).

4. New monopole/tower proposed in an industrial, commercial, or business zone district, where the sole purpose is for wireless communication facilities; provided that approval for new monopole/tower is given pursuant to TMC Section 18.58.070. Said monopole/tower shall be the minimum height necessary to serve the target area but in no event may it exceed the height requirements of the underlying zoning district by more than 10 feet; however, the monopole/tower shall be designed to allow extensions to accommodate the future collocation of additional antennas and support equipment. Further, the monopole/tower shall comply with the setback requirements of the commercial or business zone districts, as applicable. In no case shall the monopole/tower be of a height that requires illumination by the Federal Aviation Administration (FAA).

5. New monopole/tower proposed in a residential zone district, where the sole purpose is for wireless communications, but only if the applicant can establish that the monopole/tower cannot be collocated on an existing facility or structure and receives approval pursuant to TMC Section 18.58.070. Further, the proposed monopole/tower shall be no higher than the minimum height necessary to serve the target area but in no event may it exceed the height requirements of the underlying zoning district by more than 10 feet; however, the structure shall be designed to allow extensions to accommodate the future collocation of additional antennas and support equipment. In no case shall the antenna be of a height that requires illumination by the FAA.

**G. Macro facility design and concealment standards.** All macro facilities shall be constructed or installed according to the following standards:

1. Macro facilities must comply with applicable FCC, Federal Aviation Administration (FAA), state, and City regulations and standards.

2. Antennas shall be located, mounted and designed so that visual and aesthetic impacts upon surrounding land uses and structures are minimized, and so they blend into the existing environment.

3. Macro facilities must be screened or camouflaged employing the best available techniques, such as compatible materials, non-glare paint, location, color, artificial trees and hollow flagpoles, and other tactics to minimize visibility of the facility from public streets and residential properties.

a. Macro facilities shall be designed and placed or installed on a site in a manner that takes maximum advantage of existing trees, mature vegetation, and structures by:

(1) Using existing site features to screen the macro facility from residential properties and the right-of-way; and

(2) Using existing or new site features as a background in a way that helps the macro facility blend into the background.

b. As a condition of permit approval, the City may require the applicant to supplement existing trees and mature vegetation within its screened area to screen the facility.

c. A macro facility shall be painted either in a nonreflective color or in a color scheme appropriate to the background against which the macro facility would be viewed from a majority of points within its viewshed, and in either case the color must be approved by the City as part of permit approval.

d. Macro facilities may be subject to additional screening requirements by the Director to mitigate visual impacts to adjoining properties or public right-of-way as determined by site-specific conditions.

4. If proposing to locate on a building, the macro facility shall meet the height requirements of the underlying zoning category; provided the macro facility may exceed the height requirements by 10 feet so long as the macro facility is shrouded or screened.

5. If proposing to locate on a replacement utility pole, the height of the replacement pole shall not exceed 15 feet taller than the existing pole and may not be greater than 50 feet tall in residential zones unless the applicant demonstrates in writing that an additional height increase is required for vertical clearance separation and it is the minimum extension possible to provide sufficient separation. Within all other zones, the height of the replacement utility pole shall not exceed 10 feet taller than the height requirements of the underlying zone.

6. The use of a utility pole for siting of a macro facility shall be considered secondary to the primary function of the pole. If the primary function of the pole serving as the host site of the macro facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the macro facility and the macro facility and all associated equipment shall be removed.

7. Equipment facilities shall be placed underground if applicable feasible, or, if permitted above ground, shall:

a. Be screened from any street and adjacent property with fencing, walls, landscaping, structures or topography or a combination thereof or placed within a building; and

b. Not be located within required building setback areas.

8. If a security barrier is installed that includes a fence, wall or similar freestanding structure, the following shall apply:

a. The height of the barrier shall be restricted by the height limitations in the zoning district. The height is measured from the point of existing or finished grade, whichever is lower at the exterior side of the barrier to the highest point of the barrier.

b. Be screened from adjoining properties and City right-of-way through the use of appropriate landscaping materials including:

(1) Placement of landscape vegetation around the perimeter of the security barrier, except that a maximum 10-foot portion of the fence may remain without landscaping in order to provide access to the enclosure.

(2) The landscaping area shall be a minimum of 5 feet in width.

(3) The permittee shall utilize evergreen plants that shall be a minimum of 6 feet tall at the time of planting and shall obscure the site within 2 years.

(4) Landscaping and the design of the barrier shall be compatible with other nearby landscaping, fencing and freestanding walls.

(5) If a chain link fence is allowed in the zone district, it shall be green vinyl slats.

9. Sufficient space for temporary parking for regular maintenance of the proposed macro facility must be demonstrated.

10. Macro facilities may not: (i) produce noise in excess of the limitation set forth in TMC Chapter 6.04; and (ii) be used for mounting signs, billboards or message displays of any kind.

11. The Director shall consider the cumulative visual effects of macro facilities mounted on existing structures and/or located on a given permitted site in determining whether the additional permits can be granted so as to not adversely affect the visual character of the City.

**Section 12. TMC Section 18.58.060 Amended and Recodified to TMC 18.58.070.** Ordinance Nos. 2251 §70 and 2135 §1 (part), as codified at TMC Section 18.58.060, “New Towers,” are hereby amended to recodify this section as TMC Section 18.58.070, which shall read as follows:

**18.56.060 18.58.070 New Towers**

~~A. New towers are not permitted within the City unless the Hearing Examiner finds that the applicant has demonstrated by a preponderance of the evidence that:~~

~~1. *Coverage objective*—There exists an actual (not theoretical) significant gap in service, and the proposed wireless communication facility will eliminate such significant gap in service; and~~

~~2. *Alternates*—No existing tower or structure, or other feasible site not requiring a new tower in the City, can accommodate the applicant's proposed wireless communication facility; and~~

~~3. *Least intrusive*: The proposed new wireless communication facility is designed and located to remove the significant gap in service in a manner that is, in consideration of the values, objectives and regulations set forth in this chapter, TMC Title 18, and the Comprehensive Land Use Plan, the least intrusive upon the surrounding area.~~

A. **Applicability.** Any application for a new macro facility tower shall be reviewed, and approved or denied, by the Hearing Examiner as a Type 3 decision pursuant to TMC Section 18.108.030.

**B. Review Criteria.** The Hearing Examiner shall ~~be the reviewing body on the review the~~ application to construct a new macro facility tower, and shall determine whether ~~or not~~ each of the above following requirements are met: ~~Examples of evidence demonstrating the foregoing requirements include, but are not limited to, the following:~~

~~1. That the tower height is the minimum necessary in order to achieve the coverage objective;~~

~~2. That no existing towers or structures or alternative sites are located within the geographic area required to meet the applicant's engineering requirements to meet its coverage objective (regardless of the geographical boundaries of the City);~~

~~3. That existing towers or structures are not of a sufficient height or could not feasibly be extended to a sufficient height to meet the applicant's engineering requirements to meet its coverage objective;~~

4.1. That collocation is not feasible because:

a. eExisting structures or towers do not have sufficient structural strength to support the applicant's proposed antenna and ancillary facilities;

5b. That tThe applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna;

6c. That tThe fees, costs or contractual provisions required by the owner or operator in order to share an existing tower or structure, or to locate at an alternative site, or to adapt an existing tower or structure or alternative site for sharing, are unreasonable. Costs exceeding new tower construction by 25% are presumed to be unreasonable; or

7d. The applicant demonstrates other limiting factors that render existing towers and structures or other sites unsuitable.

All engineering evidence must be provided and certified by a registered and qualified professional engineer and clearly demonstrate the evidence required.

2. The proposed tower meets all applicable design standards in TMC Section 18.58.060.

3. Where the proposed tower does not comply with the requirements of this Chapter, the applicant has successfully demonstrated that denial of the application would effectively prohibit the provision of service in violation of 47 USC 253 and/or 332.

**C. Determination.** The Hearing Examiner, after holding an open public hearing in accordance with TMC Chapter 18.112, shall either approve, approve with conditions, or deny the application, ~~or remand the application back to staff for further investigation in a manner consistent with the Hearing Examiner order.~~

**Section 13.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.070, “General Requirements,” is hereby repealed.

### ~~18.58.070—General Requirements~~

~~The following shall apply to all wireless communication facilities regardless of the type of facility:~~

~~1. *Noise*—Any facility that requires a generator or other device which will create noise must demonstrate compliance with TMC Chapter 8.22, “Noise”. A noise report, prepared by an acoustical engineer, shall be submitted with any application to construct and operate a wireless communication facility that will have a generator or similar device. The City may require that the report be reviewed by a third party expert at the expense of the applicant.~~

~~2. *Signage*—Only safety signs or those mandated by other government entities may be located on wireless communication facilities. No other types of signs are permitted on wireless communication facilities.~~ 3. *Parking*—Any application must demonstrate that there is sufficient space for temporary parking for regular maintenance of the proposed facility.

~~3. *Parking*—Any application must demonstrate that there is sufficient space for temporary parking for regular maintenance of the proposed facility.~~

~~4. *Finish*—A tower shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or FCC, be painted a neutral color so as to reduce its visual obtrusiveness.~~

~~5. *Design*—The design of all buildings and ancillary structures shall use materials, colors, textures, screening and landscaping that will blend the tower facilities with the natural setting and built environment.~~

~~6. *Color*—All antennas and ancillary facilities located on buildings or structures other than towers shall be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and ancillary facilities as visually unobtrusive as possible.~~

~~7. *Lighting*—Towers shall not be artificially lighted unless required by the FAA, FCC or other applicable authority. If lighting is required, the reviewing authority shall review the lighting alternatives and approve the design that would cause the least disturbance to the surrounding areas. No strobe lighting of any type is permitted on any tower.~~

~~8. *Advertising*—No advertising is permitted at wireless communication facility sites or on any ancillary structure or facilities equipment compound.~~

~~9. *Equipment Enclosure*—Each applicant shall be limited to an equipment enclosure of 360 square feet at each site. However, this restriction shall not apply to enclosures located within an existing commercial, industrial, residential or institutional building or eligible facilities modifications.~~

**Section 14.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.080, “Electrical Transmission Tower Co-Location—Specific Development Standards,” is hereby repealed.

~~**18.58.080 Electrical Transmission Tower Co-Location-Specific Development Standards**~~

~~The following requirements shall apply:~~

~~1. *Height*—There is no height requirement for antennas that are located on electrical transmission towers.~~

~~2. *Antenna aesthetics*—There are no restrictions on the type of antennas located on the electrical transmission tower. The antennas must be painted to match the color of the electrical transmission tower.~~

~~3. *Antenna intensity*—There is no limit on the number of antennas that may be located on an electrical transmission tower structure.~~

~~4. *Feed lines and coaxial cables*—shall be attached to one of the legs of the electrical transmission tower. The feed lines and cables must be painted to match the color of the electrical transmission tower.~~

~~5. *Cabinet equipment*—Cabinet equipment shall be located directly under the electrical transmission tower where the antennas are located or a concealed location. The wireless communication equipment compound shall be fenced; the fence shall have a minimum height of 6 feet and a maximum height of 8 feet. The fence shall include slats, wood panels, or other materials to screen the equipment from view. Barbed wire may be used in a utility right-of-way that is not zoned residential.~~

~~6. *Setbacks*—Since the facility will be located on an existing electrical transmission tower, setbacks shall not apply.~~

**Section 15.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.090, “Adding Antennas to Existing WCF Tower-Specific Development Standards,” is hereby repealed.

~~**18.58.090 Adding Antennas to Existing WCF Tower-Specific Development Standards**~~

~~The following requirements shall apply:~~

~~1. *Height*—The height must not exceed what was approved under the original application to construct the tower. If the height shall exceed what was originally approved, approval as a Type 2 decision is required for any height which will be less than the maximum height of the zone.~~

~~2. *Antenna aesthetics*—Antennas shall be painted to match the color scheme of the tower.~~

~~3.1. *Antenna intensity*—There is no limit on the number of antennas that may be located on an existing tower.~~

~~4.—*Feed lines and coaxial cables*—Feed lines and coaxial cables shall be located within the tower. Any exposed feed lines or coaxial cables (such as when extended out of the tower to connect to the antennas) must be painted to match the tower.~~

~~5.—*Cabinet equipment*—A new cabinet shall be located within the equipment enclosure that was approved as part of the original application. If the applicant wishes to expand the equipment enclosure from what was approved by the City or County under the previous application, the applicant shall seek a wireless communication facility (Type 2) application for only the equipment enclosure increase.~~

~~6.—*Setbacks*—Setbacks shall not apply when an applicant installs new antennas on an existing tower and uses an existing equipment enclosure. If the equipment enclosure is increased, it must meet setbacks.~~

**Section 16.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.100, “Concealed Building Mounted Development Requirements,” is hereby repealed.

### ~~18.58.100 Concealed Building Mounted Development Requirements.~~

The following requirements shall apply:

~~1. *Height*—The proposed facility must meet the height requirement of the applicable zoning category. The antennas can qualify under TMC Section 18.50.080, “Rooftop Appurtenances”, if the antennas are located in a church spire, chimney or fake chimney, elevator tower, mechanical equipment room, or other similar rooftop appurtenances usually required to be placed on a roof and not intended for human occupancy. Stand-alone antennas shall not qualify as rooftop appurtenances.~~

~~2.—*Antennas aesthetics*—The antennas must be concealed from view by blending with the architectural style of the building. This could include steeple-like structures and parapet walls. The screening must be made out of the same material and be the same color as the building. Antennas shall be painted to match the color scheme of the building(s).~~

~~3.—*Feed lines and coaxial cables*—Feed lines and cables should be located below the parapet of the rooftop.~~

~~4.—*Cabinet equipment*—If cabinet equipment cannot be located within the building where the wireless communication facilities will be located, then the City’s first preference is to locate the equipment on the rooftop of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, then the proposed screening must be consistent with the existing building in terms of color, style, architectural style and material. If the cabinet equipment is to be located on the ground, the equipment must be fenced with a 6-foot-tall fence, and materials shall be used to screen the equipment from view. Barbed wire may be used in the TVS, LI, HI, MIC/L, and MIC/H zones.~~

~~5.—*Setbacks*—The proposed wireless communication facilities facility must meet the setback of the applicable zoning category where the facility is to be located.~~



**Section 17.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.110, "Non-concealed Building Mounted Development Requirements," is hereby repealed.

### ~~18.58.110 Non-concealed Building Mounted Development Requirements.~~

The following requirements shall apply:

~~1.—*Height*— The proposed facility must meet the height requirements of the applicable zoning category. If the building where the facility is located is at or above the maximum height requirements, the antennas are permitted to extend a maximum of 3 feet above the existing roof line. Non-concealed building-mounted facilities shall not qualify as "Rooftop Appurtenances" under TMC 18.50.080.~~

~~2.—*Antenna aesthetics*— The first preference for any proposed facility is to utilize flush-mounted antennas. Nonflush-mounted antennas may be used when their visual impact will be negated by the scale of the antennas to the building. "Shrouds" are not required unless they provide a better visual appearance than exposed antennas. Antennas shall be painted to match the color scheme of the building(s).~~

~~3.—*Feed lines and coaxial cables*— Feed lines and cables should be located below the parapet of the rooftop. If the feed lines and cables must be visible, they must be painted to match the color scheme of the building(s).~~

~~4.—*Cabinet equipment*— If cabinet equipment cannot be located within the building where the wireless communication facilities will be located, then it must be located on the rooftop of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, then the proposed screening must be consistent with the existing building in terms of color, style, architectural style and material. If the cabinet equipment is to be located on the ground, the equipment must be fenced with a 6-foot tall fence and materials shall be used to screen the equipment from view. Barbed wire may be used in the TVS, LI, HI, MIC/L, and MIC/H zones.~~

**Section 18.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.120, "Utility Pole Co-location," is hereby repealed.

### ~~18.58.120 Utility Pole Co-location.~~

The following requirements shall apply:

~~1.—*Height*— The height of a utility pole co-location is limited to 10 feet above the replaced utility pole, and may be not greater than 50 feet in height in residential zones. Within all other zones, the height of the utility pole is limited to 50 feet or the minimum height standards of the underlying zoning, whichever is greater.~~

~~2.—*Replacement pole*— The replaced utility pole must be used by the owner of the utility pole to support its utility lines (phone lines or electric). A replaced utility pole cannot be used to provide secondary functions to utility poles in the area.~~

~~3.—*Pole aesthetics*— The replaced utility pole must have the color and general appearance of the adjacent utility poles.~~

~~4. *Coaxial cables* – Coax cables limited to 1/2” in diameter may be attached directly to a utility pole. Coax cables greater than 1/2” must be placed within the utility pole. The size of the cables is the total size of all coax cables being utilized on the utility pole.~~

~~5. *Pedestrian impact* – The proposal shall not result in a significant change in the pedestrian environment or preclude the City from making pedestrian improvements. If a utility pole is being replaced, consideration must be made to improve the pedestrian environment if necessary.~~

~~6. *Cabinet equipment* – Unless approved by the Director of Public Works, all cabinet equipment and the equipment enclosure must be placed outside of City right-of-way. If located on a parcel that contains a building, the equipment enclosure must be located next to the building. The cabinet equipment must be screened from view. The screening must be consistent with the existing building in terms of color, style, architectural style and material. If the cabinet equipment is to be located on the ground, the equipment must be fenced with a 6-foot-tall fence and materials shall be used to screen the equipment from view. Barbed wire may be used in the TVS, LI, HI, MIC/L, and MIC/H zones~~

~~7. *Setbacks* – Any portion of the wireless communication facilities located within City right-of-way is not required to meet setbacks. The City will evaluate setbacks on private property under the setback requirements set forth in TMC Section 18.58.170.~~

**Section 19.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.130, “Towers-Specific Development Standards,” is hereby repealed.

#### ~~18.58.130 Towers-Specific Development Standards.~~

~~The following requirements shall apply:~~

~~1. *Height* – Any proposed tower with antennas shall meet the height standards of the zoning district where the tower will be located. Bird exclusionary devices are not subject to height limitations.~~

~~2. *Antenna and tower aesthetics* – The applicant shall utilize a wireless communication concealed facility. The choice of concealing the wireless communication facility must be consistent with the overall use of the site. For example, having a tower appear like a flagpole would not be consistent if there are no buildings on the site. If a flag or other wind device is attached to the pole, it must be appropriate in scale to the size and diameter of the tower.~~

~~3. *Setbacks* – The proposed wireless communication facilities must meet the setbacks of the underlying zoning district. If an exception is granted under TMC Section 18.58.170 with regards to height, the setback of the proposed wireless communication facilities will increase 2 feet for every foot in excess of the maximum permitted height in the zoning district.~~

~~4. *Color* – The color of the tower shall be based on the surrounding land uses.~~

~~5. Feed lines and coaxial cables – All feed lines and cables must be located within the tower. Feed lines and cables connecting the tower to the equipment enclosure, which are not located within the wireless communication facility equipment compound, must be located underground.~~

**Section 20.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.140, “Request to Use Non-concealed Building Attached in Lieu of a Concealed Building Attached,” is hereby repealed.

### ~~18.58.140 Request to Use Non-concealed Building Attached in Lieu of a Concealed Building Attached.~~

~~The use of concealed building facilities shall have first priority in all residential and commercial zones. However, an applicant may request to construct a non-concealed building attached wireless communication facility in lieu of a concealed wireless communication facility. The following criteria shall be used:~~

~~1. Due to the size of the building and the proposed location of the antennas, the visual impact of the exposed antennas will be minimal in relation to the building.~~

~~2. Cables are concealed from view and any visible cables are reduced in visibility by sheathing or painting to match the building where they are located.~~

~~3. Cabinet equipment is adequately screened from view.~~

~~4. Due to the style or design of the building, the use of a concealed facility would reduce the visual appearance of the building.~~

~~5. The building where the antennas are located is at least 200 feet from the Duwamish/Green River~~

**Section 21.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.150, “Landscaping/Screening,” is hereby repealed.

### ~~18.58.150 Landscaping/Screening.~~

~~A. The visual impacts of wireless communication facilities may be mitigated and softened through landscaping or other screening materials at the base of the tower, facility equipment compound, equipment enclosures and ancillary structures, with the exception of wireless communication facilities located on transmission towers, or if the antenna is mounted flush on an existing building, or camouflaged as part of the building and other equipment is housed inside an existing structure. The DCD Director, Director of Public Works or Hearing Examiner, as appropriate, may reduce or waive the standards for those sides of the wireless communication facility that are not in public view, when a combination of existing vegetation, topography, walls, decorative fences or other features achieve the same degree of screening as the required landscaping; in locations where the visual impact of the tower would be minimal; and in those locations where large wooded lots and natural growth around the property perimeter may be sufficient buffer.~~

~~B. Landscaping shall be installed on the outside of fences. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or as a supplement to landscaping or screening requirements. The following requirements apply:~~

~~1. Screening landscaping shall be placed around the perimeter of the equipment cabinet enclosure, except that a maximum 10-foot portion of the fence may remain without landscaping in order to provide access to the enclosure.~~

~~2. The landscaping area shall be a minimum of 5 feet in width around the perimeter of the enclosure.~~

~~3. The applicant shall utilize evergreens that shall be a minimum of 6 feet tall at the time of planting.~~

~~4. Applicant shall utilize irrigation or an approved maintenance schedule that will insure that the plantings are established after two years from the date of planting.~~

~~C. The applicant shall replace any unhealthy or dead plant materials in conformance with the approved landscaping development proposal, and shall maintain all landscape materials for the life of the facility. In the event that landscaping is not maintained at the required level, the Director, after giving 30 days advance written notice, may maintain or establish the landscaping at the expense of the owner or operator and bill the owner or operator for such costs until such costs are paid in full.~~

**Section 22.** Ordinance Nos. 2251 §71 and 2135 §1 (part), as codified at TMC Section 18.58.160, "Zoning Setback Exceptions," are hereby repealed.

### ~~18.58.160 Zoning Setback Exceptions.~~

~~A. Generally, wireless communication facilities placed on private property must meet setbacks of the underlying zoning. However, in some circumstances, allowing modifications to setbacks may better achieve the goal of this Chapter of concealing such facilities from view.~~

~~B. The Director or Hearing Examiner, depending on the type of application, may permit modifications to be made to setbacks when:~~

~~1. An applicant for a wireless communication facility can demonstrate that placing the facility on certain portions of a property will provide better screening and aesthetic considerations than provided under the existing setback requirements; or~~

~~2. The modification will aid in retaining open space and trees on the site; or~~

~~3. The proposed location allows for the wireless communication facility to be located a greater distance from residentially-zoned (LDR, MDR, and HDR) properties.~~

~~C. This zoning setback modification cannot be used to waive/modify any required setback required under the State Building Code or Fire Code.~~

**Section 23.** Ordinance Nos. 2251 §72 and 2135 §1 (part), as codified at TMC Section 18.58.170, "Height Waivers," are hereby repealed:

**~~18.58.170 Height Waivers.~~**

~~A. Where the Hearing Examiner finds that extraordinary hardships, practical difficulties, or unnecessary and unreasonable expense would result from strict compliance with the height limitations of the Zoning Code, or the purpose of these regulations may be served to a greater extent by an alternative proposal, it may approve an adjustment to these regulations; provided that the applicant demonstrates that the adjustments are consistent with the values, objectives, standards, and requirements of this Chapter, TMC Title 18, and the Comprehensive Land Use Plan, and demonstrate the following:~~

~~1. A particular and identifiable hardship exists or a specific circumstance warrants the granting of an adjustment. Factors to be considered in determining the existence of a hardship shall include, but not be limited to:~~

- ~~a. Topography and other site features;~~
- ~~b. Availability of alternative site locations;~~
- ~~c. Geographic location of property; and~~
- ~~d. Size/magnitude of project being evaluated and availability of co-location.~~

~~B. In approving the adjustment request, the Hearing Examiner may impose such conditions as it deems appropriate to assure consistency with the values, objectives, standards and requirements of this Chapter, TMC Title 18, and the Comprehensive Land Use Plan and to ensure that the granting of the height adjustment will not be detrimental to the public safety, health or welfare, or injurious to other property, and will promote the public interest.~~

~~C. A petition for any such adjustment shall be submitted, in writing, by the applicant with the application for Hearing Examiner review. The petition shall state fully the grounds for the adjustment and all of the facts relied upon by the applicant.~~

**Section 24. TMC Section 18.58.190 Amended and Recodified to TMC 18.58.080.** Ordinance No. 2135 §1 (part), as codified at TMC Section 18.58.190, "Removal of Abandoned Wireless Communication Facilities," is hereby amended to recodify this section as TMC Section 18.58.080, which shall read as follows:

**~~18.58.190~~ 18.58.080 Removal of Abandoned Wireless Communication Facilities**

Any ~~antenna or tower~~wireless communication facility that, after the initial operation of the facility, is not used for the purpose for which it was intended at the time of filing of the application for a continuous period of 12 months shall be considered abandoned, and the owner of such ~~antenna or tower~~facility shall remove same within 90 days of receipt of notice from the City notifying the owner of such abandonment. Failure to remove such abandoned ~~tower~~facility shall result in declaring the ~~antenna and/or tower~~facility a public nuisance. If there are two or more users of a single tower, then this section shall not become effective until all users cease using the tower.

**Section 25. Regulations Established.** A new TMC Section 18.58.090 is hereby established to read as follows:

**18.58.200 18.58.090 Standards for Eligible Facilities Modifications Requests**

A. Under 47 USC 1455 and relevant FCC regulations (see 47 CFR §1.6100), a local jurisdiction must approve a modification of a wireless facility qualifying as an eligible facility request. Accordingly, the City adopts the following provisions for review of applications for eligible facility requests as defined by this chapter and federal law. This section implements § 6409 of the “Middle Class Tax Relief and Job Creation Act of 2012” (the “Spectrum Act” ) (PL-112- 96; codified at 47 U.S.C. § 1455(a)), which requires the City to approve any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station. The intent is to exempt eligible facilities requests from zoning and development regulations that are inconsistent with or preempted by Section 6409 of the Spectrum Act, while preserving the City’s right to continue to enforce and condition approvals under this chapter on compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety.

**B. Definitions.**

1. *“Base station”* shall mean and refer to the structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower. Base station includes without limitation:

a. The term includes, but is not limited to, eEquipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small wireless facilities).

b. The term includes, but is not limited to, rRadio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna SystemsDAS and small -cell networkswireless facilities).

c. The term includes aAny structure other than a tower that, at the time an eligible facilities modification application is filed with the City under this chapter, supports or houses equipment described in subparagraphs (a) and (b) of TMC Section 18.58.200.B18.58.090.B, and that has been reviewed and approved under the applicable zoning or siting process, or under another State, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

d. The term does not include any structure that, at the time a completed eligible facilities modification application is filed with the City under this section, does not support or house equipment described in subparagraphs (a) and (b) of TMC Section ~~18.58.200.B~~18.58.090.B.

2. “Collocation” shall mean the mounting or installing of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

~~23. “Eligible facilities modification request” shall mean and refer to any proposed facilities modification that has been determined pursuant to the provisions of this chapter to be subject to this chapter and that does not result in a substantial change in the physical dimensions of an eligible support structure~~ any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- a. Collocation of new transmission equipment;
- b. Removal of transmission equipment; or
- c. Replacement of transmission equipment.-

~~34. “Eligible support structure” shall mean and refer to any existing tower or base station as defined in this chapter provided it is in existence at the time the eligible facilities modification application is filed with the City under this chapter.~~

45. “Existing” shall mean and refer to a constructed tower or base station that was reviewed and approved under the applicable zoning or siting process and lawfully constructed; provided, that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

~~5. “Proposed facilities modification” shall mean and refer to a proposal submitted by an applicant to modify an eligible support structure the applicant asserts is subject to review under Section 6409 of the Spectrum Act, and involving:~~

- ~~a. collocation of new transmission equipment;~~
- ~~b. removal of transmission equipment; or~~
- ~~c. replacement of transmission equipment.~~

6. “Site” shall mean and refer to the current boundaries of the leased or owned property surrounding a tower (other than a tower in the public rights-of-way) and any access or utility easements currently related to the site and, for other eligible support structures, shall mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground. The current boundaries of a site are the boundaries that existed as of the date that the original support structure or a modification to that structure was last reviewed and approved by a state or local government, if the approval of the modification occurred prior to the Spectrum Act or otherwise outside of the Section 6409(a) process.

7. “Substantial Change”. A ~~proposed facilities~~ modification will substantially change the physical dimensions of an eligible support structure if it meets any of the following criteria:

a. For towers not in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than 10 feet, whichever is greater. The separation of antennas is measured by the distance from the top of the existing antennas to the bottom of the new antennas.

Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings’ rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

b. For towers not in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than 6 feet.

c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed 4 cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure.

d. For any eligible support structure:

(1) it entails any excavation or deployment outside the current site; except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;

(2) it would defeat the concealment elements of the eligible support structure; or

(3) it does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in this section.



8. “Tower” shall mean and refer to any structure built for the sole or primary purpose of supporting any antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

9. “Transmission Equipment” shall mean and refer to equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

~~C. Proposed facilities modification applications are not subject to the application requirements set forth in TMC Section 18.104.060.~~**Application.** The Director shall prepare and make publicly available an application form that shall be limited to the information necessary for the City to consider whether an application is an eligible facilities request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

D. Qualification as an eligible facilities request. Upon receipt of an application for an eligible facilities request, the Director shall review such application to determine whether the application qualifies as an eligible facilities request.

E. Time frame for review. Applications for an eligible facilities request are reviewed by the Director or his/her designee, who will approve the application within 60 days of the date an applicant submits an eligible facilities request application, unless the Director determines that the application does not qualify under FWRC 19.257.020. ~~City decisions on eligible facilities modifications shall be issued within 60 days from the date the application is received by the City, subtracting any time between the City’s notice of incomplete application or request for additional information and the applicant’s resubmittal. Following a supplemental submission, the City will respond to the applicant within 10 days, stating whether the additional information is sufficient to complete review of the application. This timing supersedes TMC Section 18.104.130.~~

F. Tolling the time frame for review. The 60-day review period begins to run when the application is filed and may be tolled only by mutual agreement by the City and the applicant or in cases where the City determines that the application is incomplete. The time frame for review of an eligible facilities request is not tolled by a moratorium on the review of applications.

1. To toll the time frame for incompleteness, the City shall provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application and including a citation to the publicly stated code provision requiring such information. The City

recognizes that such a notice is limited to information “reasonably related” to determining whether the application meets the “eligible facilities request” requirements.

2. The time frame for review begins running again when the applicant makes a supplemental submission in response to the City’s notice of incompleteness.

3. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The time frame is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notice of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness. If the City fails to approve or deny an eligible facilities modification within the time frame for review, the applicant may notify the City in writing that the review period has expired and that the application has therefore been deemed granted.

G. **Determination that an application is not an eligible facilities request.** If the City determines that the applicant’s request does not qualify as an eligible facilities request, the City shall deny the application.

H. **Failure to act.** In the event the City fails to approve or deny an eligible facilities request within the time frame for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

FI. **Appeals.** Applicants and the City may bring claims related to Section 6409 (a) of the Spectrum Act, 47 USC 1455(a) to any court of competent jurisdiction.

**Section 26. Regulations Established.** A new TMC Section 18.58.100 is hereby established to read as follows:

### **18.58.100 Small Wireless Facility Application Process**

A. **Applicability.** Any applications for small wireless facilities either inside or outside of the public right-of-way shall comply with the application requirements for a small wireless facility permit described in this Chapter. For small wireless facilities inside the right-of-way, the applicant must also comply with the requirements pursuant to TMC Chapter 11.32.

B. **Completeness.** An application for a small wireless facility is not complete until the applicant has submitted all the applicable items required by TMC Section 18.58.110 and, to the extent relevant, has submitted all the applicable items in TMC Section 18.58.100.C and the City has confirmed that the application is complete. Franchisees with a valid franchise for small wireless facilities may apply for a small wireless permit for the initial or additional phases of a small wireless facilities deployment at any time subject to the commencement of a new completeness review time period for permit processing.

C. **Application Components.** The Director is authorized to establish franchise and other application forms to gather the information required from applicants to evaluate the application and to determine the completeness of the application as provided herein. The application shall include the following components as applicable:

1. **Franchise.** If any portion of the applicant's facilities are to be located in the City's right-of-way, the applicant shall apply for, and receive approval of a franchise, consistent with the requirements in TMC Chapter 11.32. An application for a franchise may be submitted concurrently with an application for a small wireless facility permit(s).

2. **Small Wireless Facility Permit.** The applicant shall submit a small wireless facility permit application as required in the small wireless facility application requirements established in TMC Section 18.58.110 and pay the applicable permit fee in accordance with the fee schedule adopted by resolution of the City Council and which may be amended by the City Council from time to time.

3. **Associated Application(s) and Checklist(s).** Any application for a small wireless permit that contains an element not categorically exempt from SEPA review shall simultaneously apply under Chapter 43.21C RCW and TMC Title 21. Further, any application proposing small wireless facilities in a shoreline area (pursuant to TMC Chapter 18.44) or an environmentally sensitive area (pursuant to TMC Chapter 18.45) shall indicate why the application is exempt or comply with the review processes in such codes. Applications for small wireless facilities for new poles shall comply with the requirements in TMC Section 18.58.160.E.

4. **Leases.** An applicant who desires to attach a small wireless facility on any utility pole, light pole, or other structure or building owned by the City shall obtain a lease as a component of its application. City owned utility poles and the use of other public property, structures or facilities including, but not limited to any park land or facility, require City Council approval of a lease or master lease agreement.

**Section 27. Regulations Established.** A new TMC Section 18.58.110 is hereby established to read as follows:

### **18.58.110 Small Wireless Facility Application Requirements**

The following information shall be provided by all applicants for a small wireless permit.

A. The application shall provide specific locational information including GIS coordinates of all proposed small wireless facilities and specify where the small wireless facilities will utilize existing, replacement or new poles, towers, existing buildings and/or other structures. The applicant shall specify ground-mounted equipment, conduit, junction boxes and fiber and power connections necessary for and intended for use in the small wireless facilities system regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. The applicant shall provide detailed schematics and visual renderings of the small wireless facilities, including engineering and design standards. The application shall have sufficient detail to identify:

1. The location of overhead and, to the extent applicable, underground public utilities, telecommunication, cable, water, adjacent lighting, sewer drainage and other lines and equipment within 50 feet of the proposed project area (which project area shall include the location of the fiber source and power source). Further, the applicant shall include all existing and proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 50 feet of the proposed project area.

2. The specific trees, structures, improvements, facilities, lines and equipment, and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate and a landscape plan for protecting, trimming, removing, replacing, and restoring any trees or significant landscaping to be disturbed during construction. The applicant is discouraged from cutting/pruning, removing or replacing trees, and if any such tree modifications are proposed the applicant must comply with applicable provisions of TMC Chapter 11.20 and Chapter 18.54.

3 The applicant's plan for fiber and power service, all conduits, cables, wires, handholes, junctions, meters, disconnect switches and any other ancillary equipment or construction necessary to construct the small wireless facility, to the extent to which the applicant is responsible for installing such fiber and power service, conduits, cables, and related improvements. Where another party is responsible for installing such fiber and power service, conduits, cables, and related improvements, applicant's construction drawings shall include such utilities to the extent known at the time of application, but at a minimum applicant must indicate how it expects to obtain power and fiber service to the small wireless facility.

4. A photometric analysis of the roadway and sidewalk within 150 feet of the existing light if the site location includes a new light pole or replacement light pole if in a new location.

5. Compliance with the applicable aesthetic requirements pursuant to TMC Sections 18.58.150 and 18.58.160.

B. The applicant must show written approval from the owner of any pole or structure for the installation of its small wireless facilities on such pole or structure. The approval may be conditional (i.e. that the pole owner approves if the City also approves). Such written approval shall include approval of the specific pole, engineering and design specifications for the pole, as well as assurances that the specific pole can withstand wind and seismic loads as well as assurances in accordance with TMC Section 18.58.110.F, from the pole owner, unless the pole owner is the City. For City-owned poles or structures, the applicant shall obtain a lease from the City prior to or concurrent with the small wireless facility permit application so the City can evaluate the use of a specific pole.

C. The applicant is encouraged to batch the small wireless facility sites within an application in a contiguous service area and/or with similar designs.

D. The applicant shall submit a sworn affidavit signed by a Radio Frequency (RF) engineer with knowledge of the proposed project affirming that the small wireless facility will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small wireless facility will operate. If facilities that generate RF radiation necessary to the small wireless facility are to be provided by a third party, then the small wireless permit shall be conditioned on an RF certification showing the cumulative impact of the RF emissions from the entire installation. The applicant may provide one emissions report for the entire batch of small wireless facility applications if the applicant is using the same small wireless facility configuration for all installations within that batch or may submit one emissions report for each subgroup installation identified in the batch.

E. The applicant shall provide proof of FCC or other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed, if such approvals are required.

F. A professional engineer licensed by the State of Washington shall certify in writing, over his or her seal, that construction plans of the small wireless facilities and structure or pole and foundation are designed to reasonably withstand wind and seismic loads as required by applicable codes.

G. Those elements that are typically contained in the right-of-way permit pursuant to TMC Chapter 11.08, including a traffic control plan, to allow the applicant to proceed with the build-out of the small wireless facility.

H. Proof of a valid City of Tukwila business license.

I. Recognizing that small wireless facility technology is rapidly evolving, the Director is authorized to adopt and publish standards for the structural safety of City-owned poles and structures, and to formulate and publish application questions for use when an applicant seeks to attach to City-owned poles and structures.

J. Such other information as the Director, in his/her reasonable discretion, shall deem appropriate to effectively evaluate the application based on technical, engineering and aesthetic considerations.

**Section 28. Regulations Established.** A new TMC Section 18.58.120 is hereby established to read as follows:

### **18.58.120 Small Wireless Facility Review Criteria and Process**

A. The following provisions relate to the review of applications for a small wireless facility permit:

1. In any zone, upon application for a small wireless permit, the City shall permit small wireless facilities only when the application meets the applicable criteria of TMC Chapter 18.58.

2. Vertical clearance shall be reviewed by the Director in accordance with NESC or applicable pole safety codes to ensure the small wireless facilities will not pose a hazard to other users of the rights-of-way.

3. Replacement poles, new poles, and ground-mounted equipment shall only be permitted pursuant to the applicable standards in TMC Section 18.58.160.

4. No equipment shall be operated so as to produce noise in violation of TMC Chapter 8.22.

5. Small wireless facilities may not encroach onto or over private property or property outside of the right-of-way without the property owner's express written consent pursuant to TMC Section 18.58.160.A.1.

**B. Decision.** All small wireless facility applications shall be reviewed and approved or denied by the Director. The Director's decision shall be final and is not subject to appeal under City code or further review by the City.

**C. Eligible Facilities Requests.** Small wireless facilities may be expanded pursuant to an eligible facility request so long as the expansion:

1. does not defeat the specifically designated stealth techniques; and

2. incorporates the aesthetic elements required as conditions of approval set forth in the original small wireless facility approval in a manner consistent with the rights granted an eligible facility; and

3. does not exceed the conditions of a small wireless facility as defined by 47 CFR 1.6002(I).

**D. Public Notice.** The City shall provide notice of a complete application for a small wireless facility permit on the City's website with a link to the application. Prior to construction, the applicant shall provide notice of construction to all impacted property owners within 100 feet of any proposed small wireless facility via a doorhanger that shall include an email contact and telephone number for the applicant. Notice is for the public's information and is not a part of a hearing or part of the land use appeal process.

**E. Withdrawal.** Any applicant may withdraw an application submitted at any time, provided the withdrawal is in writing and signed by all persons who signed the original application or their successors in interest. When a withdrawal is received, the application shall be deemed null and void. If such withdrawal occurs prior to the Director's decision, then reimbursement of fees submitted in association with said application shall be reduced to withhold the amount of actual and objectively reasonable City costs incurred in processing the application prior to time of withdrawal. If such withdrawal is not accomplished prior to the Director's decision, there shall be no refund of all or any portion of such fee.

F. **Supplemental Information.** Failure of an applicant to provide supplemental information as requested by the Director within 90 days of notice by the Director shall be grounds for denial of that application unless an extension period has been approved by the Director. If no extension period has been approved by the Director, the Director shall notify the applicant in writing that the application is denied.

G. **Consolidated Permit.** The issuance of a small wireless permit grants authority to construct small wireless facilities in the rights-of-way in a consolidated manner to allow the applicant, in most situations, to avoid the need to seek duplicative approval by both the Public Works and the Community Development departments. The general standards applicable to the use of the rights-of-way described in TMC Chapter 11.08 shall apply to all small wireless facility permits.

**Section 29. Regulations Established.** A new TMC Section 18.58.130 is hereby established to read as follows:

**18.58.130 Small Wireless Facility Permit Requirements**

A. **Permit Compliance.** The permittee shall comply with all of the requirements within the small wireless facility permit.

B. **Post-Construction As-Builts.** Upon request, the permittee shall provide the City with as-builts of the small wireless facilities within 30 days after construction of the small wireless facility, demonstrating compliance with the permit, visual renderings submitted with the permit application and any site photographs taken.

C. **Construction Time Limit.** Construction of the small wireless facility must be completed within 12 months after the approval date by the City. The permittee may request one extension of no more than six months, if the permittee provides an explanation as to why the small wireless facility cannot be constructed within the original 12-month period.

D. **Site Safety and Maintenance.** The permittee must maintain the small wireless facilities in safe and working condition. The permittee shall be responsible for the removal of any graffiti or other vandalism of the small wireless facility and shall keep the site neat and orderly, including but not limited to following any maintenance or modifications on the site.

E. **Operational Activity.** The permittee shall commence operation of the small wireless facility no later than six months after installation. The permittee may request two extensions, each for an additional six-month period if the permittee can show that such operational activity is delayed due to inability to connect to electrical or backhaul facilities.

**Section 30. Regulations Established.** A new TMC Section 18.58.140 is hereby established to read as follows:

### 18.58.140 Small Wireless Facility Modification

A. If a permittee desires to modify their small wireless facilities, including but not limited to expanding or changing the antenna type, increasing the equipment enclosure, placing additional pole-mounted or ground-mounted equipment, or modifying the stealth techniques, then the permittee shall apply for a new small wireless permit.

B. A small wireless facility permit shall not be required for routine maintenance and repair of a small wireless facility within the rights-of-way, or the replacement of an antenna or equipment of similar size, weight, and height; provided, that such replacement does not defeat the stealth techniques used in the original small wireless facility and does not impact the structural integrity of the pole. Further, a small wireless facility permit shall not be required for replacing equipment within the equipment enclosure or reconfiguration of fiber or power to the small wireless facilities. Right-of-way use permits may be required for such routine maintenance, repair or replacement consistent with TMC Chapter 11.08.

**Section 31. Regulations Established.** A new TMC Section 18.58.150 is hereby established to read as follows:

### 18.58.150 Decorative Poles

A. The City discourages the use or replacement of certain decorative poles for small wireless facilities due to the aesthetic impact to the City's streetscape. Accordingly, the pedestrian light pole (herein referred to as "decorative poles"), designated in the City's Infrastructure Design and Construction Standards Manual, are discouraged from use or replacement for small wireless facilities:

B. Applications for small wireless facilities attached to decorative poles shall comply with TMC 18.58.160.F.

**Section 32. Regulations Established.** A new TMC Section 18.58.160 is hereby established to read as follows:

### 18.58.160 Small-Wireless Facility Aesthetic, Concealment, and Design Standards

A. All small wireless facilities shall conform with the following general aesthetic, concealment, and design standards, as applicable:

1. Except for locations in the right-of-way, small wireless facilities are prohibited on any property containing a single-family residential use in a residential zone; provided that where small wireless facilities are intended to be located more than 400 feet from a right-of-way and within an access easement over residential property, the location may be allowed if:

a. the applicant affirms they have received an access easement from the property owner to locate the facility in the desired location; and



b. the property owner where the facility will be installed has authority to grant such permission to locate the facility and related equipment at the designated location pursuant to the terms of the access easement; and

c. the installation is allowed by, and consistent with, the access easement;  
and

d. such installation will not frustrate the purpose of the easement or create any access or safety issue; and

e. the location is in compliance with all land use regulations such as, but not limited to, setback requirements.

2. In the event power is later undergrounded in an area where small wireless facilities are located above ground on utility poles, the small wireless facilities shall be removed and may be replaced with a facility meeting the design standards for new poles in TMC Section 18.58.160.E.

3. Except for electrical meters with prior City approval, ground-mounted equipment in the rights-of-way is prohibited, unless such facilities are placed underground, or the applicant can demonstrate that pole-mounted or undergrounded equipment is technically infeasible. If ground-mounted equipment is necessary, then the applicant shall submit a stealth technique plan substantially conforming to the applicable standards in TMC Section 18.58.160.E.3 and comply with the Americans with Disabilities Act, City construction standards, and state and federal regulations in order to provide a clear and safe passage within the public rights-of-way. Generators located in the rights-of-way are prohibited.

4. No signage, message, or identification other than the manufacturer's identification or signage required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than four by six inches); provided, that signs may be permitted as stealth technique where appropriate and safety signage as required by applicable laws, regulations, and standards is permitted.

5. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of the stealth technique requirements pursuant to TMC Section 18.58.160.E.3.

6. The design standards in this chapter are intended to be used solely for the purpose of concealment and siting. Nothing contained in this chapter shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would render the small wireless facility technically infeasible or otherwise have the effect of prohibiting wireless service, alternative forms of aesthetic design or concealment may be permitted that provide similar or greater protections from negative visual impacts to the streetscape.

**B. General Pole Standards.** In addition to complying with the applicable general standards in TMC Section 18.58.160.A, all small wireless facilities on any type of utility pole shall conform to the following general pole design requirements as well as the applicable pole specific standards:

1. The preferred location of a small wireless facility on a pole is the location with the least visible impact.

2. The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall neither be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant.

3. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC 253 and 332.

4. Replacement poles and new poles shall comply with the Americans with Disabilities Act, City construction and sidewalk clearance standards, City development standards, City ordinances, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible; comply with applicable traffic warrants; not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices); and not adversely affect the public welfare, health, or safety.

5. Replacement poles shall be located as near as possible to the existing pole, but in no event further than 10 feet from the existing pole. Compliance with the light standards in the Tukwila Infrastructure and Construction Standards Manual is required and the existing pole shall be removed.

6. Side arm mounts for antennas or equipment must be the minimum extension necessary, and for wooden poles may be no more than 12 inches off the pole, and for nonwooden poles no more than six inches off the pole.

7. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

**C. Nonwooden Pole Design Standards.** In addition to complying with the applicable general standards in TMC Section 18.58.160.A and TMC Section 18.58.160.B, small wireless facilities attached to existing or replacement nonwooden poles inside or outside the right-of-way shall conform to the following design criteria:

1. All replacement poles shall conform to the City's standard small wireless facility pole design(s) published in the City's Infrastructure Design and Construction Standards Manual. The applicant, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the City's ADA or sidewalk clearance requirements and/or

would violate electrical or other safety standards, may deviate from the adopted standard pole design and use the design standards as described in TMC Section 18.58.160.C., subsections 2 through 8.

2. Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is technically infeasible, or is incompatible with the pole design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or flush-mounted to the pole, meaning no more than six inches off of the pole, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric dimensions of small wireless facilities. If the equipment enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole; provided, that such location does not interfere with the operation of the banners or signs, or the small wireless facility.

*For purposes of this section, “incompatible with the pole design” may include a demonstration by the applicant that the visual impact to the pole or the streetscape would be reduced by placing the antennas and equipment exterior to the pole.*

3. The farthest point of any antenna or equipment enclosure may not extend more than 28 inches from the face of the pole.

4. All conduit, cables, wires, and fiber must be routed internally in the pole. Full concealment of all conduit, cables, wires, and fiber is required within mounting brackets, shrouds, canisters, or sleeves if attaching to exterior antennas or equipment.

5. An antenna on top of an existing pole may not extend more than 6 feet above the height of the existing pole and the diameter may not exceed 16 inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so they appear as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas, which shall not require screening. To the extent technically feasible, all cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

6. Any replacement pole shall substantially conform to the design of the pole it is replacing (including but not limited to color, shape and style) or the neighboring pole design standards utilized within the contiguous right-of-way.

7. The height of any replacement pole and antenna(s) may not extend more than 10 feet above the height of the existing pole or the minimum additional height necessary; provided, that the height of the replacement pole cannot be extended further by additional antenna height.

8. The diameter of a replacement pole shall comply with the City’s setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a 25 percent increase of the existing pole measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole.

**D. Wooden Pole Design Standards.** In addition to complying with the applicable general standards in TMC Section 18.58.160.A and TMC Section 18.58.160.B, small wireless facilities attached to existing or replacement wooden utility poles and other wooden poles inside or outside the right-of-way shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of 10 feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

2. A pole extender may be used instead of replacing an existing pole, but may not increase the height of the existing pole by more than 10 feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A "pole extender" as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

3. Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.

4. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25 percent increase of the existing utility pole measured at the base of the pole or the otherwise standard size used by the pole owner.

5. All cables and wires shall be routed through conduits along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduits shall be minimized to the number technically necessary to accommodate the small wireless facility.

6. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.

7. Antennas shall not be mounted more than 12 inches from the surface of the wooden pole.

8. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole; provided, that each antenna shall not be more than three cubic feet in volume.

9. A canister antenna may be mounted on top of an existing or replacement wooden pole, which may not exceed the height requirements described in TMC Section 158.58.170.D.1. A canister antenna mounted on the top of a wooden pole shall not exceed 16 inches in diameter, measured at the top of the pole and, to the extent

technically feasible, shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may install a side-mounted canister antenna, so long as the inside edge of the antenna is no more than 12 inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

10. The farthest point of any antenna or equipment enclosure may not extend more than 28 inches from the face of the pole.

11. An omnidirectional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

12. All related antenna equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit that are mounted on wooden poles, shall not be mounted more than six inches from the surface of the pole, unless a further distance is technically required and is confirmed in writing by the pole owner.

13. Equipment for small wireless facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to TMC Section 18.58.160.A.3. The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna, and any preexisting associated equipment on the pole, may not exceed 28 cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and do not cumulatively exceed 28 cubic feet. The applicant is encouraged to place the equipment enclosure(s) behind any banners or road signs that may be on the pole; provided, that such location does not interfere with the operation of the banners or signs, or the small wireless facility.

14. An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so; provided, that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any preexisting associated equipment on the pole, do not exceed 28 cubic feet. The unified enclosure may not be placed more than six inches from the surface of the pole, unless a further distance is required and confirmed in writing by the pole owner. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs; provided, that such location does not interfere with the operation of the banners or signs.

**E. Standards for small wireless facilities on new poles in the rights-of-way and installations on decorative poles.** In addition to complying with the applicable general standards in TMC Section 18.58.160.A and TMC Section 18.58.160.B, small wireless facilities proposed to be attached to new poles or decorative poles shall comply with following:

1. Applicability. New poles within the rights-of-way or installations on a decorative pole are only permitted if the applicant can establish that:

a. The proposed small wireless facility cannot be located on an existing utility pole, electrical transmission tower, or on a site outside of the public rights-of-way such as a public park, public property, building, transmission tower or in or on a nonresidential use in a residential zone, whether by roof or ~~panel~~building mount or separate structure; and

b. The proposed small wireless facility receives approval for a stealth technique design, as described in TMC Section 18.58.160.E.3; and

c. The proposed small wireless facility also complies with the Shoreline Management Act, Growth Management Act, and State Environmental Policy Act, if applicable; and

d. No new poles shall be located in a critical area or associated buffer required by the City's Environmentally Sensitive Areas ordinance, TMC Chapter 18.45, except when determined to be exempt pursuant to said ordinance.

2. Review. An application for a new pole or installation on a decorative pole is subject to administrative review and approval or denial by the Director.

3. New poles. All new poles shall conform to the City's standard pole design adopted in the City's Infrastructure Design and Construction Standards Manual and comply with the stealth technique design consistent with TMC Section 18.58.160.E.5.

4. Decorative poles. If the applicant desires to place the small wireless facility on a decorative pole, and the City has adopted a small wireless facility standard for the decorative pole in the City's Infrastructure Design and Construction Standards Manual, then the applicant shall attempt to utilize the adopted decorative pole design. The applicant, upon a showing that using the standard decorative pole design is either technically or physically infeasible, or that a modified pole design will not comply with the city's ADA or sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard decorative pole design and propose a stealth technique design consistent with TMC Section 18.58.160.E.5.

5. The stealth technique design shall include the design of the screening, fencing, or other concealment technique for the pole, equipment enclosure, and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.

b. The stealth technique design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible. If the proposed small wireless facility is placed on a

replacement pole in a design district, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Director otherwise approves a variation due to aesthetic or safety concerns. Any stealth technique design for a small wireless facility on a decorative pole should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the decorative pole. Other stealth technique methods include, but are not limited to, integrating the installation with architectural features or building design components; utilization of coverings or concealment devices of similar material, color, and texture—or the appearance thereof—as the surface against which the installation will be seen or on which it will be installed; landscape design; or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wires are installed internally within the structure. Further, applicant designs should, to the extent technically feasible, comply with the generally applicable design standards adopted pursuant to TMC Section 18.58.160.A and TMC Section 18.58.160.B.

c. If the Director has already approved a stealth technique design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar stealth technique design, unless it can show that such stealth technique design is not technically feasible, or that such design would undermine the generally applicable design standards adopted pursuant to TMC Section 18.58.160.A and TMC Section 18.58.160.B.

d. Even if an alternative location is established pursuant to TMC Section 18.58.160.E.1.a, the Director may determine, at the applicant's written request, that a new pole in the right-of-way is, in fact, a superior alternative based on the impact to the City, the stealth technique design, the City's Comprehensive Plan and the added benefits to the community.

e. Prior to the issuance of a permit to construct a new pole or ground-mounted equipment in the right-of-way, the applicant must obtain a master lease agreement from the City to locate such new pole or ground-mounted equipment. This requirement also applies to replacement poles that are taller than the replaced pole, when the overall height of the replacement pole and the proposed small wireless facility is more than 60 feet.

**F. Standards for small wireless facilities attached to cables.** In addition to complying with the applicable general standards in TMC Section 18.58.160.A, all small wireless facilities mounted on existing cables strung between existing utility poles shall conform to the following standards:

1. Each strand-mounted facility shall not exceed three cubic feet in volume.
2. Only one strand-mounted facility is permitted per cable between any two existing poles on an existing cable.
3. The strand-mounted devices shall be placed as close as feasible to the nearest utility pole, in no event more than 10 feet from the pole unless that location is technically infeasible or is not allowed by the pole owner for safety clearance.
4. No strand-mounted device shall be located in or above the portion of the roadway open to vehicular traffic.

5. Ground-mounted equipment to accommodate a shared mounted facility is not permitted except when placed in preexisting equipment cabinets or required by a third party electrical service provider.

6. Pole-mounted equipment shall comply with the requirements of TMC Section 18.58.160.A and TMC Section 18.58.160.B.

7. Such strand-mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).

G. Standards for small wireless facilities attached to existing buildings. In addition to complying with the applicable general standards in TMC Section 18.58.160.A, all small wireless facilities attached to existing buildings shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

6. To the extent technically feasible, small wireless facilities shall be painted and textured to match the adjacent building surfaces.

**Section 33. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 34. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.



**Section 35. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Published: \_\_\_\_\_

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

Ordinance Number: \_\_\_\_\_

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

Page No. of Ordinance Adopting Small Wireless Design Standards	Code Section	Industry Comment	City Response
2	18.58.020(A)(6)	Extent - comment: concerns on interference	CITY - this is simply a goal that the City aspires to, it does not require collocation and if collocation was required via a different code section, and the carrier could show that there was an interference issue, collocation would not be required.
2	18.58.020(A)(8)	AT&T - proposes revisions, see comment in draft	CITY - Agreed with proposed revision
4	18.58.030(A)(1)	Crown Castle - consider revising to exemption section to exempt decreases in height or size of antenna from the provisions of this chapter	CITY - Reject, they should still be required to apply for an eligible facilities request permit so the city can determine if they meet the EFR requirements
5	18.58.030(A)(10)	Crown Castle - proposed revision: Any wireless communications facility that is owned and operated by a government entity <u>for non-commercial purposes.</u>	CITY - Agreed with comment but suggest the following revision instead: "Any wireless communications facility that is owned and operated by a government entity, <u>for public safety radio systems, ham radio and business radio systems.</u> "
10	18.58.050(E)	VERIZON - See question in draft.  Extent - See comment in draft.  Crown Castle - proposed revision: The <u>reasonable</u> costs <u>actually incurred by the City for such-of-the</u> technical review shall be borne by the applicant, <u>provided that the City provides to the applicant an itemized accounting of the costs actually charged by said third party reviewer and incurred by the City.</u>	CITY - Regarding Verizon's comment: Staff recommended removing the agreement provision because it restricted use of the 3rd party review.  CITY - Regarding Crown Castle's comment: Agreed with proposed revision, which also addresses Extent's concern.
10	18.58.050(F)	Industry - recommend striking this section because it will be governed by the relevant standard of review under LUPA, federal law or other means of review of City action.	CITY - Agreed with proposed revision
10	18.58.050(G)	Crown Castle - proposes striking "King County" Superior Court and leaving it as "court of competent jurisdiction.	CITY - Agreed with adding "court of competent jurisdiction but left "King County"
15	18.58.060(B)(2)(i)	VERIZON & AT&T - would like to add " <u>was not available</u> " to section as the inability to lease is a common reason for not collocating	CITY - PC to discuss

17	18.58.060(E)	AT&T - Consider revising section to allow permittee to apply for building permit within 1 year of the final approval of the permit and have the facility built within 2 years from the final approval.  Reasoning is that as drafted, the requirement is unreasonably restrictive given the typical term of a land use permit in Tukwila (for design review, construction permitting must begin within 3 years of approval, CUPs require a building permit be applied for within 1 year and substantial construction within 2 years.	Amended to match CUP process
17	18.58.060(F)(3)	AT&T - proposed revision:  "Collocated on existing buildings and structures in residential zones not used for <u>single family</u> residential uses (e.g. religious facility, or public facility, <u>or multifamily building</u> ).	CITY - Agree with proposed revision
18	18.58.060(G)(2)	VERIZON - See comment in draft. AT&T - consider adding " <u>to the extent technically feasible</u> " to the end of the section.	CITY - Staff struck this requirement as being redundant in light of subsection 3.
18	18.58.060(G)(4)	VERIZON & AT&T - if locating on a building, the macro facility may exceed the height requirements of the underlying zoning category by 10 feet. Reasoning is that an additional 10 feet is consistent with City's preferences for collocation on buildings	CITY – Recommend accepting because it encourages collocation.
14	18.58.060(G)(5)	AT&T - proposes permitting up to 15 feet taller, unless additional height increase is required for vertical separation and it is the minimum extension possible to provide sufficient separation from electrical and wireline facilities	CITY – Recommend accepting because this is standard for macro facilities.
19	18.58.060(G)(7)	AT&T - wants to permit ground-based equipment above ground with the following proposed revision: " <u>Ground-based</u> equipment facilities shall <del>be placed underground if applicable, or, if above ground, shall:</del> "	CITY - Recommend rejecting, stated goal is to minimum ground clutter.
20	18.58.060(G)(11)	VERIZON - consider striking this section because it is contrary to the stated goal of collocation is also a very vague standard.	CITY – PC to discuss
20-21	18.58.070	VERIZON and AT&T suggest reorganizing this section for clarity because not all factors originally listed are relevant for each proposed tower.	CITY - Agreed with proposed revision
30	18.58.090(B)(7)	VERIZON - suggested revision to comply with FCC	CITY - Agreed with proposed revision
31	18.58.090(F)(1)	Crown Castle - proposed revision: To toll the time frame for incompleteness, the city shall provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application <u>and including a citation to the publicly-stated code provision requiring such information. The City recognizes that such a notice is limited to information "reasonably related" to determining whether the application meets the "eligible facilities request" requirements.</u>	CITY - Agreed with proposed revision
32	18.58.090(H)	Crown Castle - proposed revision: In the event the city fails to approve or deny an eligible facilities request within the time frame for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the city in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted. <u>An applicant shall have the right to construct an eligible facilities request that is deemed granted pursuant to this section and no citations may be issued by the City for such construction.</u>	CITY - Reject revision.
34	18.58.110(A)(4)	AT&T - consider only requiring a photometric analysis if the replacement light pole is in a different location.  Crown Castle - consider only requiring a photometric analysis if a new pole.	CITY - Agreed with proposed revision
34	18.58.100(B)	Crown Castle - written approval should take the form of a conditional approval (i.e. pole owner approves if city also approved)	CITY - Agreed with proposed revision

35	18.58.100€	Crown Castle - proposed revision: <u>if such approvals are required.</u>	CITY - Agreed with proposed revision
35	18.58.110(F)	AT&T - proposed revision: "Except when a pole owner exempt from the International Building Code completes its own structural analysis, a professional engineer licensed by the State of Washington shall certify in writing, over his or her seal, that construction plans of the small wireless facilities and structure or pole and foundation are designed to reasonably withstand wind and seismic loads as required by applicable codes." Reason is that PSE typically provides a letter addressing the IBC exemption	CITY - Rejected revision because a structural, licensed engineer's review is required to ensure structural integrity.
35	18.58.120	Crown Castle - proposes revision: vertical clearance shall be reviewed by the Director, <u>in accordance with NESC or applicable pole safety codes...</u> "	City - Accepted proposed revision.
36	18.58.120©(3)	Crown Castle - proposes striking "does not exceed the conditions of a small wireless facility."	CITY - Reject. SWF's are allowed to be expanded pursuant EFRs so long as it doesn't exceed the definition of SWF because otherwise it becomes a macro facility and those have different requirements (i.e. they may not be allowed in the ROW where SWF are allowed.)
36	18.58.120(D)	VERIZON - consider only notifying directly adjacent property owners rather than all property owners within 100 feet of the proposed facility	CITY - Reject. 100 feet is standard.
36	18.58.120(F)	Crown Castle - suggests revising to 120 days AT&T - suggests revising to 90 days	CITY - Staff accepted 90 days.
37	18.58.130(E)	VERIZON - allow unlimited extensions if needed because scheduling fiber and power is outside the control of the applicant.	CITY - Staff recommends allowing two extensions.
38	18.58.160(A)(1)	AT&T - proposed revision: "...small wireless facilities are prohibited on any property containing a <u>single family</u> residential use in a residential zone"	CITY - this would broaden where SWF can go by allowing them on non residential uses in a residential zone.
38	18.58.160(A)(3)	AT&T - consider allowing electrical meters on the ground in the ROW because PSE intends to require meters for some SWF and they can't be allowed on the pole or underground. Further, City's preliminary 5G pole standard allowed ground-mounted meters.	CITY - Accepted suggestion.
39	18.58.160(B)(5)	AT&T - consider allowing replacement poles to be within 10 feet rather than 5 feet of existing pole	CITY - Staff accepted the 10 feet so long as compliance with the construction standards manual is required.
39	18.58.160(B)(7)	AT&T - proposes deleting this section because it is covered by the franchise Crown Castle proposes deleting this section because SWF in the ROW are no less important than other utilities	CITY - recommend keeping because the pole's primary function should govern its utility to the City.
40	18.58.160©(3)	Crown Castle - concern that the restriction of 28 inches from the face of the pole is arbitrary and capricious	CITY - this space is the closest to the pole while still allowing access to maintain the antenna if needed
40	18.58.160©(5)	Crown Castle - proposes increase the diameter of the permitted antenna to 20 inches rather than 16.	CITY - Reject revision because 16 is standard.

43	18.58.160(E)(1)(a)	Verizon -proposes to strike this section as follows: "The proposed small wireless facility cannot be located on an existing utility pole or, electrical transmission tower, <del>or on a site outside of the public rights-of-way such as a public park, public property, building, transmission tower or in or on a nonresidential use in a residential zone, whether by roof or panel mount or separate structure</del> "  Extent - also proposes to strike this section: they request not requiring use of private property before being allowed to install a new pole in the ROW.	CITY - reject revision, an alternatives analysis does not materially prohibit the carrier's ability to provide service.
44	18.58.160(E)(3)	AT&T - proposes striking the following: <del>If no existing metered service is available, the applicant shall provide new metered electrical service -</del>	CITY - Staff accepted proposed revision.
45	18.58.160(E)(5)(d)	VERIZON - proposed revision: "Even if an alternative location is established pursuant to TMC Section 18.58.160.E.1.a, <u>at the request of the Applicant</u> , the Director may determine that a new pole in the right-of-way is in fact a superior alternative"	CITY - Staff accepted the proposed revision.
45	18.58.160(E)(5)(e)	Crown Castle - questions why a lease is required if a new or replacement pole is located in the ROW	CITY - any time any equipment or poles are located in the ROW or on City property, City requires executing a lease to govern the access to that specific site.
45	18.58.160(F)(3)	Crown Castle - proposes allowing the strand-mounted SWF to be <b>ten feet</b> rather than five feet from the pole.	CITY - Staff accepted proposed revision.





**INFORMATIONAL MEMORANDUM**

TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Adib Altallal, Utilities Engineer**  
CC: **Mayor Allan Ekberg**  
DATE: **September 10, 2021**  
SUBJECT: **Macadam Rd S Water Upgrade Project- Design Supplement**  
**Project No. 90440105**  
**Contract No. 15-116, Change Order No. 4**

**ISSUE**

Approve supplemental agreement for Contract No.15-116 with PACE Engineers Inc. (PACE) for the Macadam Rd S Water Upgrade.

**BACKGROUND**

In 2015, the City contracted with PACE as the design consultant for the Macadam Rd S Water Upgrade Project, along with the Andover Park E Water & Sewer Improvements under Contract No. 15-116. In 2017, the design was put on hold due to construction cost estimates coming in higher than proposed in the 2019-2024 Capital Improvement Program. Due to limited fire flow issues, the project design contract was renewed and the project budget allocated was increased.

**DISCUSSION**

The project has been repeatedly prioritized as a critical Capital Improvement Project by the Water Department. City staff agreed upon the need for additional capacity and made the decision to change to a 12-inch pipe after two fires had erupted during Summer 2021 along the Macadam Road S waterline. The 12-inch pipe size will create plenty of redundant capacity and fire storage to minimize liability. PACE will also provide support during the bidding process, including preparing addenda, attending bid opening and construction meetings, as well as public outreach.

**FINANCIAL IMPACT**

The contract supplement is for \$27,600, which will bring the contract total to \$104,939.16 for the design services portion of the Macadam Rd S Water Upgrade. The project costs are within budget and are 100% funded by the water enterprise fund.

	<b><u>PACE Contract</u></b>	<b><u>2021-2023 Design Budget</u></b>
Original Contract	\$77,339.16	\$200,000.00
Supplement Contract	<u>27,600.00</u>	
Total	<u>\$104,939.16</u>	

**RECOMMENDATION**

Council is being asked to approve a supplemental agreement for design services with PACE in the amount of \$27,600.00 for the Macadam Rd S Water Upgrade Project and consider this item on the Consent Agenda at the September 20, 2021 Regular Meeting.

**Attachments:** 2021 CIP, Page 61  
PACE Supplemental Agreement

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Macadam Rd S Water Upgrade

Project No. 90440105

**DESCRIPTION:** Design and construct 4,300 LF of 10" waterline in Macadam Rd S from S 144th St to Southcenter Blvd.

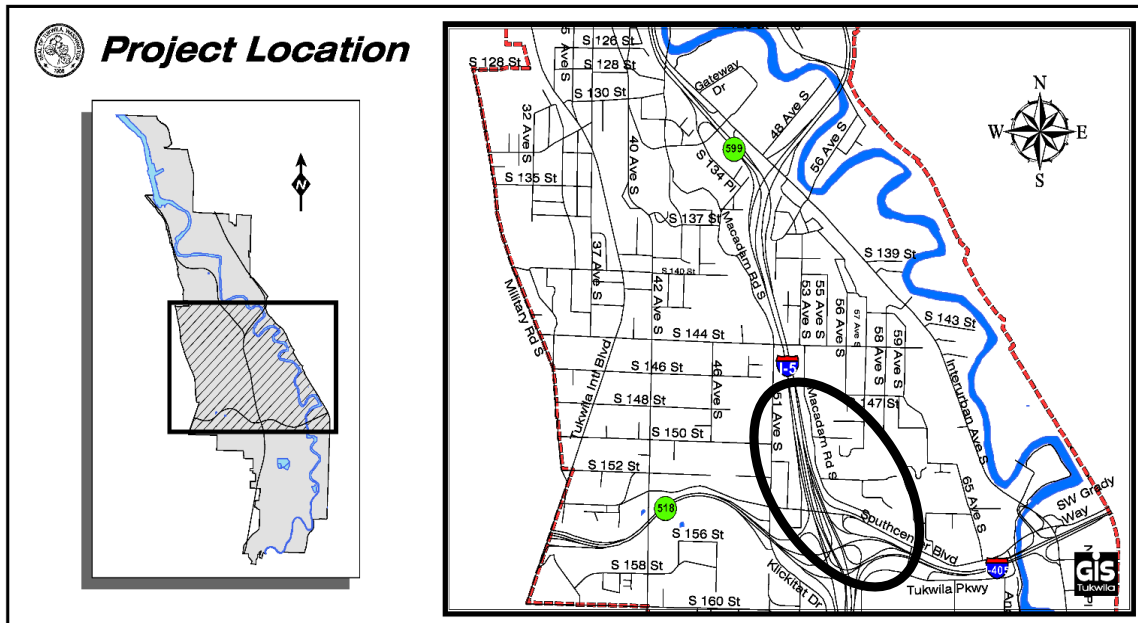
**JUSTIFICATION:** Improve fire flow water quality to the north side of Tukwila Hill.

**STATUS:** Project now scheduled for 2021/2022.

**MAINT. IMPACT:** The new waterline will eliminate maintenance time for flushing the dead end line while increasing service reliability.

**COMMENT:** Pedestrian/Bicycle Program grant for sidewalks unsuccessful in 2018, with water funds used as a match.

FINANCIAL (in \$000's)	Through		Estimated							TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	68		100	50	50					268
Land (R/W)										0
Const. Mgmt.			250	50	300					600
Construction			300	300	950					1,550
<b>TOTAL EXPENSES</b>	<b>68</b>	<b>0</b>	<b>650</b>	<b>400</b>	<b>1,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,418</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	68	0	650	400	1,300	0	0	0	0	2,418
<b>TOTAL SOURCES</b>	<b>68</b>	<b>0</b>	<b>650</b>	<b>400</b>	<b>1,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,418</b>







**PROFESSIONAL SERVICES AGREEMENT**

*(Includes consultants, architects, engineers, accountants, and other professional services)*

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and PACE Engineers, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform design and construction management services in connection with the project titled Macadam Rd S Water Upgrade.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2022 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$27,600 without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant 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 resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, 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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **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.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

PACE Engineers, Inc.  
11255 Kirkland Way #300  
Kirkland, Washington 98033-6715
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

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

CITY OF TUKWILA

PACE Engineers, Inc.

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

By: \_\_\_\_\_

Printed Name: Kenneth H Nilsen

Title: Executive Vice President

Attest/Authenticated:

Approved as to Form:

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

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

Project Name: **Macadam Road ASA** Location: **Tukwila** Prepared By: **KN**  
 Project #:  Billing Group #:  Task #:  Date: **8/30/2021**

Staff Type # (See Labor Rates Table)	Staff Type Hourly Rate	Labor Hours by Classification										Hour Total	Dollar Total	
		1	13	118	75									
Drawing/Task Title	Job Title	\$245 Senior Principal Engineer	\$186 Sr. Project Engineer	\$127 Sr. Project Administrator	\$127 CAD Tech II									
<b>Design Revisions</b>		<b>8</b>	<b>24</b>	<b>4</b>	<b>24</b>								<b>60.0</b>	<b>\$9,980</b>
change Design from 8-inch to 12-inch at 95% submittal														
Develop overlay design options incl quantity takeoffs and cost est.														
Delay in project schedule														
Parking layout at north end adjacent to park														
<b>Bid Support</b>		<b>10</b>	<b>67</b>	<b>7</b>	<b>10</b>								<b>94.0</b>	<b>\$17,071</b>
RFI's		1	6	2	2								11.0	\$1,869
Bid Opening			3	1									4.0	\$685
Adendum		1	4	2	2								9.0	\$1,497
Submittal Reviews (assumes 16 @ 0.5 hr each)			8										8.0	\$1,488
Attend Biweekly meetings (assume 10 meetings @3 hrs each)		2	30										32.0	\$6,070
Public Outreach (prepare flyers, exhibits and attend two meetings @ 3 hrs each)		6	16	2	6								30.0	\$4,700
Hours Total		18.0	91.0	11.0	34.0								154.0	\$27,051.00
Labor Total		\$4,410	\$16,926	\$1,397	\$4,318									\$27,051.00

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Plotter			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			\$541.02
<b>Total</b>			\$541.02

Subconsultants	
Utility Locate	
Coating Insp	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	
<b>Total</b>	

Design Revisions	\$9,980.00
Bid support	\$17,071.00
Reimbursable Expenses	\$541.02
Subconsultants to complete	
<b>TOTAL</b>	<b>\$27,592.02</b>
<b>Total Project ASA Budget Request</b>	<b>\$27,600.00</b>



## INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
 BY: **Adib Altallal, Utilities Engineer**  
 CC: **Mayor Allan Ekberg**  
 DATE: **September 10, 2021**  
 SUBJECT: **Sewer Lift Stations No. 2, 4, and 12 Upgrades- Contract Supplement**  
**Contract No. 21-033, Change Order No. 1**

### ISSUE

Approve a supplemental agreement to Contract No. 21-033 for design and construction management with PACE Engineers for the Sewer Lift Station No. 2 Upgrades, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No.12 Wet Well Remediation projects.

### BACKGROUND

The aging electrical and physical assets of Sewer Lift Stations No. 2, 4, and 12 prompted investigative work in 2016, which revealed necessary upgrades to provide a safe and functioning system. However, due to funding limitations, the project was put on hold until this year.

In January 2021, during a routine repair of the Sewer Lift Station No. 2 force main, a sizeable crack was discovered along the entire force main connection from the lift station to the manhole. To resolve this issue, the entire forcemain and the pipes within the lift station need to be replaced and upsized. On February 22, 2021, Council awarded the original contract to PACE to provide design services and a limited construction management scope for these projects.

### DISCUSSION

The contract supplement will increase PACE’s scope by adding services that the City does not have capacity to provide in-house, including new specifications for design work, full construction management support, and inspections the Lift Stations. This contract supplement will allow the projects to continue seamlessly and without delays.

### FINANCIAL IMPACT

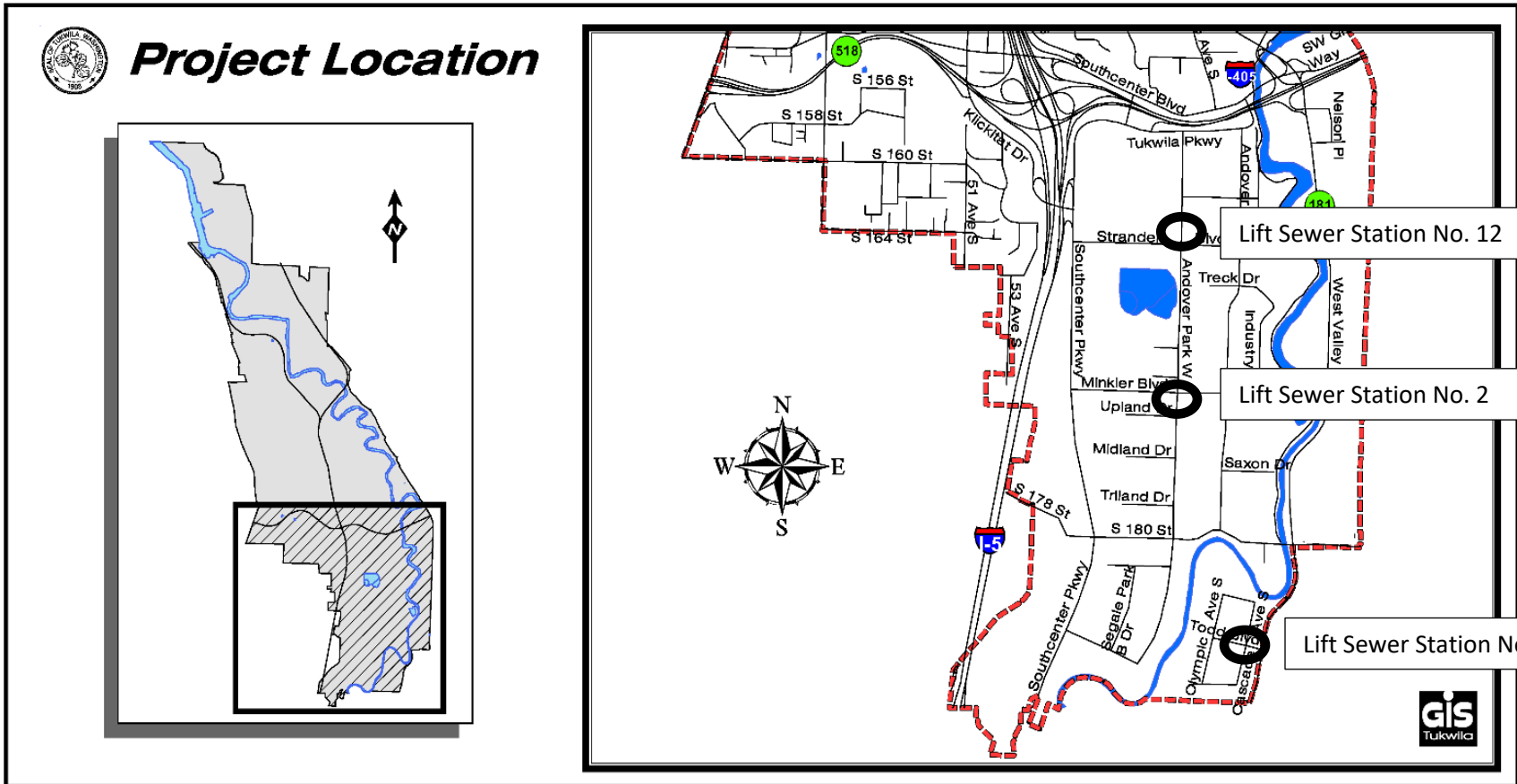
The contract supplement is for \$53,000, which will bring the contract total to \$124,410.16 for design and construction management of Sewer Lift Stations No. 2, 4, and 12 Upgrades Project. The project costs are within budget and will be funded 100% out of the sewer enterprise fund.

	<u>PACE Contract</u>	<u>2021 Budget</u>
Original Contract	\$ 71,410.00	\$ 150,000.00
Supplement Contract	<b><u>53,000.00</u></b>	
Total	\$ 124,410.00	

### RECOMMENDATION

Council is being asked to approve the change order with PACE Engineers in the amount of \$53,000.00 for the Sewer Lift Station No. 2 Retrofit, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No. 12 Wet Well Remediation projects and consider this item on the Consent Agenda at the September 20, 2021 Regular Meeting.

# Project Locations Map- Lift Sewer Stations No. 2, No. 4, & No. 12





## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Annual Sewer Repair Program

Project No. 9xx40201

**DESCRIPTION:** Reduce sewer line infiltration and inflow (I & I) through groundwater intrusion or storm events as a result of damaged deteriorating systems or illicit connections. Includes small repairs and capital maintenance.

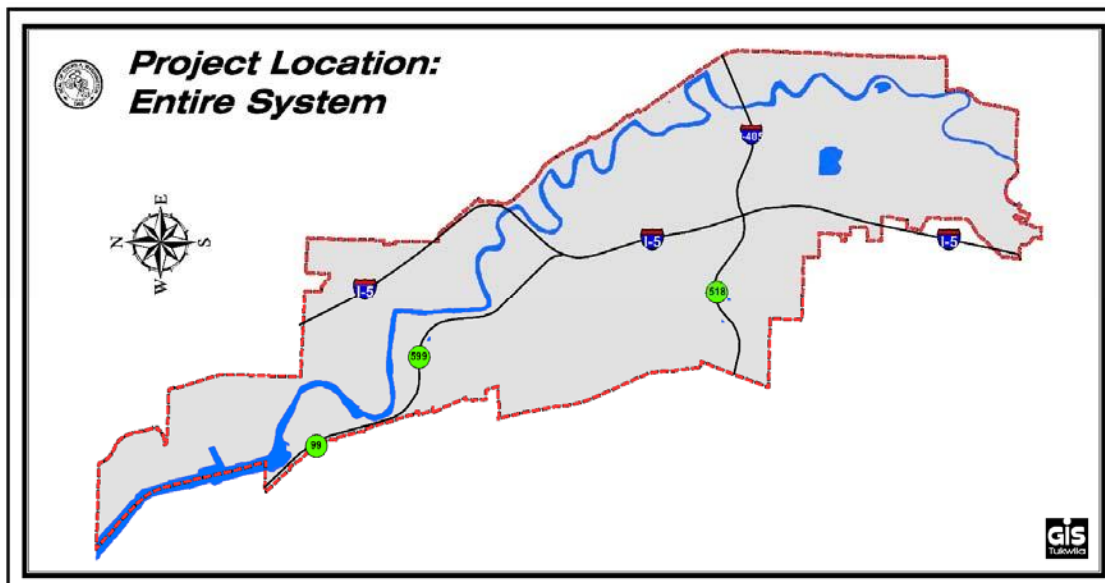
**JUSTIFICATION:** Decreases treatment, discharge, and pumping costs.

**STATUS:** Annual program is determined after pipeline TV inspection reports are completed.

**MAINT. IMPACT:** Less maintenance costs through rehabilitation of aging system.

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

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	0	15	75	75	70	70	70	70	500	945
Land (R/W)										0
Const. Mgmt.		10	112	120	105	105	115	115	200	882
Construction	0	75	750	800	700	700	700	700	1,000	5,425
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>100</b>	<b>937</b>	<b>995</b>	<b>875</b>	<b>875</b>	<b>885</b>	<b>885</b>	<b>1,700</b>	<b>7,252</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	100	937	995	875	875	885	885	1,700	7,252
<b>TOTAL SOURCES</b>	<b>0</b>	<b>100</b>	<b>937</b>	<b>995</b>	<b>875</b>	<b>875</b>	<b>885</b>	<b>885</b>	<b>1,700</b>	<b>7,252</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Sewer Lift Stations & Generator Upgrades

Project No. 90440206

**DESCRIPTION:** This project will be used to replace/upgrade the seven sewer lift stations and backup generators in phases.

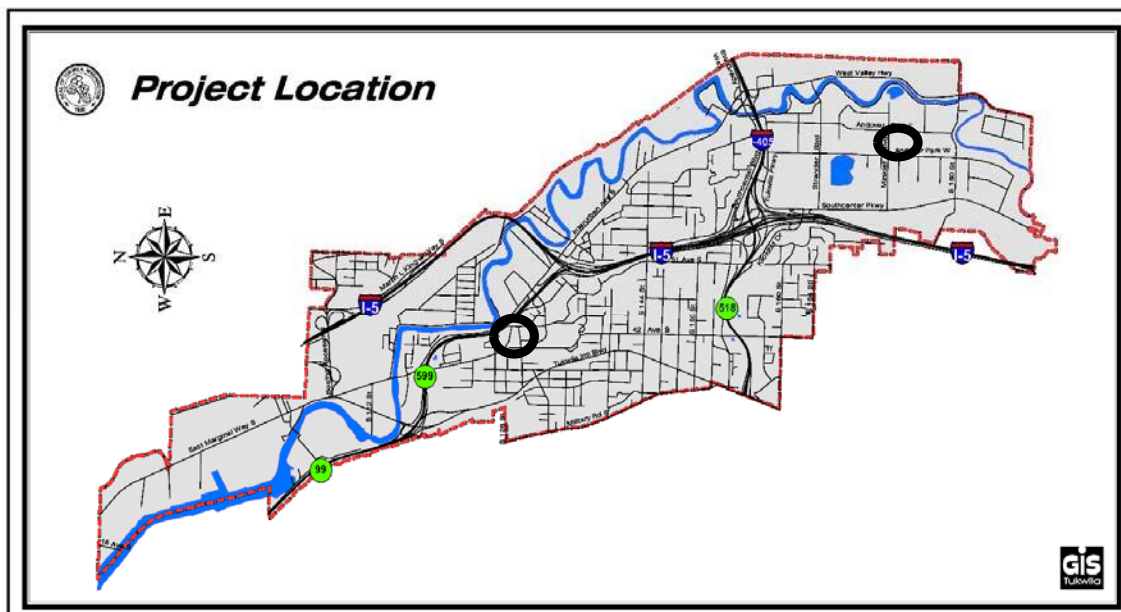
**JUSTIFICATION:** Aging sewer system requires the replacement of motors, pumps, and controls at older lift stations to reduce maintenance. Generators have a lifespan of 15 years and need to be replaced more frequently than pumps.

**STATUS:** Sewer Lift Stations No. 3 & 4 are at the end of their life cycles and need to be rebuilt with backup generators. Lift Station No. 4 is scheduled for 2020/2021, and Lift Station No. 3 is scheduled for 2024/2025. Lift Station No. 5 is in beyond.

**MAINT. IMPACT:** New pumps will reduce the liability of the existing pumps that are obsolete and prone to fail.

**COMMENT:** Additional right-of-way or property will be required for the new backup generators to be installed.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design		5	5			20	20		100	150
Generators		50	25			10	10		10	105
Const. Mgmt.		10	10			50	50		100	220
Construction		300	200			400	400		700	2,000
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>365</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>480</b>	<b>0</b>	<b>910</b>	<b>2,475</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	365	240	0	0	480	480	0	910	2,475
<b>TOTAL SOURCES</b>	<b>0</b>	<b>365</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>480</b>	<b>0</b>	<b>910</b>	<b>2,475</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Sewer Lift Station No. 2 Upgrades Project No. 90440205

**DESCRIPTION:** Install new pumps, motors, control system, backup generator and 2,700 LF of force main from Minkler Blvd to Strander Blvd.

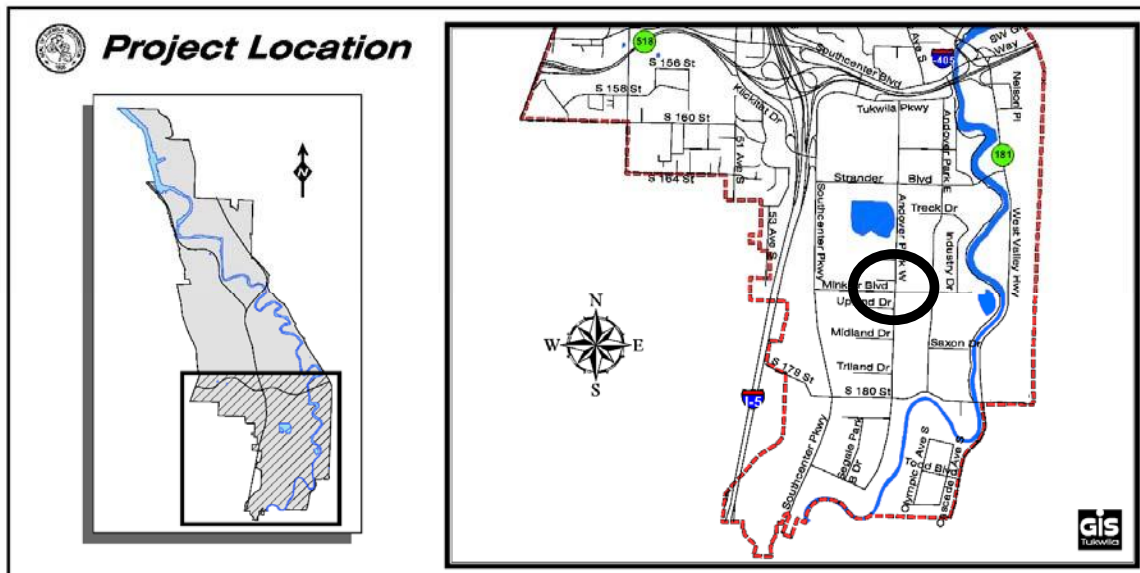
**JUSTIFICATION:** Sewer Lift Station No. 2 upgrade will account for the future full development of Tukwila South.

**STATUS:** Generator replacement, concrete slab, pump upsizing, and replacement of pump's motor control system are scheduled for 2020/2021

**MAINT. IMPACT:** Reduce liability if the existing slab breaks the power connection at the sewer lift station.

**COMMENT:** See Tukwila South development agreement for future funding and ULID requirements.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
<b>EXPENSES</b>											
Design	102	30								100	232
Land (R/W)											0
Const. Mgmt.		50	20							200	270
Construction	35	800	150							2,000	2,985
<b>TOTAL EXPENSES</b>	<b>137</b>	<b>880</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>	<b>3,487</b>
<b>FUND SOURCES</b>											
Awarded Grant											0
Proposed Bond/ULID										2,300	2,300
Mitigation Actual											0
Mitigation Expected											0
Utility Revenue	137	880	170	0	0	0	0	0	0	0	1,187
<b>TOTAL SOURCES</b>	<b>137</b>	<b>880</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>	<b>3,487</b>





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### PROFESSIONAL SERVICES AGREEMENT

*(Includes consultants, architects, engineers, accountants, and other professional services)*

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and PACE Engineers, Inc., hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform construction management services in connection with the projects titled Tukwila Lift Station #4 and #12 Retrofits, and Tukwila Lift Station #2 and Forcemain Improvements.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2022 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$53,000 without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant 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 resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
    - 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
    - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
    - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, 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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **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.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:
 

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

PACE Engineers, Inc.  
11255 Kirkland Way #300  
Kirkland, Washington 98033-6715
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

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

CITY OF TUKWILA

PACE Engineers, Inc.

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

By: *Kenneth H Nilsen*

Printed Name: Kenneth H Nilsen

Title: Executive Vice President

Attest/Authenticated:

Approved as to Form:

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

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





August 30, 2021

Mr. Adib Altallal  
Public Works  
City of Tukwila  
6300 Southcenter Blvd  
Tukwila, Washington 98188

**Subject:           *Lift Station Retrofit Projects (LS #2, #4, and #12)***  
***Professional Services Contract Amendment***  
***PACE Project No. 13497***

Dear Adib:

Based on our discussions from last week, PACE Engineers, Inc. (PACE) is submitting the following contract amendment for City review and approval regarding professional services on the retrofit of Lift Stations #2, #4, and #12. This amendment covers additional design costs and services during construction as described below.

#### **Additional Design Services**

PACE expended additional design costs in bringing this project to completion beyond what was contemplated in the original scope of work. The primary areas of additional costs were as follows:

- Increased design costs associated with City delays in the design and bid process timeline.
- Increased design costs associated with converting the project to the City's most current special specification package.

PACE has been holding approximately \$9,816 in design costs for prior work in getting these lift station projects bid ready. PACE realizes that not all of this overage is attributable to work outside of the original scope of work. Per our discussion, PACE is submitting a request for 50% of this overage (\$4,908) for work not anticipated in the original scope of work.

Additional Fee: \$4,908

#### **Scope of Work – Construction Support Services**

The original contract included limited construction support by PACE. This support was primarily limited to reviewing material requests and addressing any RFIs, with our subconsultants (electrical and coating specialist) conducting limited site inspections. Due to staff limitations, the City has requested that PACE take a more active role in the construction management of these projects. This additional work is as follows:

- Attend weekly construction meetings.
- Provide general construction engineering support including submittal reviews and RFIs.
- Provide limited onsite inspection as needed.

Additional Fee Estimate: \$24,280

### **Management Reserve Fund**

At this time the City is unsure if they will have an available inspector for the duration of Lift Station #2 construction. PACE, at the request of the City, has budgeted 120 hours of inspection time, if needed, in this management reserve task. These funds can only be used at the direction of the City. This task may also be used for any other unidentified task for which the City may need professional services support in the construction and closeout of Lift Stations #2, #4, and #12.

Estimated Fee: \$23,300

PACE proposes to provide the services listed above on a time-and-expense basis for a fee of **\$53,000 including \$23,300 in the Management Reserve Fund**. The breakdown for the above fee is shown on the attached budget worksheet. This amount shall not to be exceeded without prior authorization from the City.

Again, we are pleased to submit this updated scope of work and budget to bring the Lift Station Retrofit Projects to completion. Please do not hesitate to contact me at 425.827.2014 or [kenn@paceengrs.com](mailto:kenn@paceengrs.com) if you have any comments or questions.

Sincerely,

PACE Engineers, Inc.



Kenneth H. Nilsen, P.E.  
Vice President

Attachment

PACE Engineers

Project Budget Worksheet - 2021 Washington Standard Rates

Project Name: **Lift Stations 2, 4 and 12 - ASA** Location: **Tukwila** Prepared By: **KN**  
 Project #: \_\_\_\_\_ Billing Group #: \_\_\_\_\_ Task #: \_\_\_\_\_ Date: **8/30/2021**

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate  Drawing/Task Title	Labor Code	Labor Hours by Classification								Hour Total	Dollar	Total
		1	13	118	75							
		Senior Principal Engineer	Sr. Project Engineer	Sr. Project Administrator	CAD Tech II							
<b>Design Revisions(costs split 50/50 with City)</b>		8	16	24	14.75						<b>62.8</b>	<b>\$9,857</b>
Lift Station #2 Submittals/RFI's		2	36								38.0	\$7,186
Lift Station #2 Weekly meetings (assume 1 hr incl minutes)			16								16.0	\$2,976
Lift Station #2 General support during construction			12								12.0	\$2,232
Lift Station #2 Basic Inspections (3-inspections)			12								12.0	\$2,232
Lift Station #2 Start up and final punchlist		2	4								6.0	\$1,234
<b>TOTAL</b>												<b>\$15,860</b>
Lift Stations #4/#12 Weekly Meetings			16								16.0	\$2,976
Lift Station #12 nighttime inspection			12								12.0	\$2,232
Lift Stations #4/#12 General Support		2	16								18.0	\$3,466
Lift Stations #4/#12 Final inspection & start-up		2	8								10.0	\$1,978
												<b>\$10,652</b>
<b>MRF- OPTIONAL Lift Station #2 Inspection (assume 3-weeks @40 hrs/week)</b>		4	120								<b>124.0</b>	<b>\$23,300</b>
Hours Total		20.0	268.0	24.0	14.8						326.8	\$59,669.25
Labor Total		\$4,900	\$49,848	\$3,048	\$1,873						326.8	\$59,669.25

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Plotter			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
Technology Fee (2% of labor)			\$1,193.39
<b>Total</b>			<b>\$1,193.39</b>

Subconsultants	
Utility Locate	
Coating Insp	\$4,025
Electrical Engineer	\$22,894
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	<b>26,919.00</b>
<b>Total</b>	<b>\$26,919.00</b>

<b>Budget Remaining</b>	<b>\$29,940.00</b>
1/2 Additional design	\$4,928.63
PACE Additional CM Support	\$26,512.00
<b>MRF - Optional Inspection</b>	<b>\$23,300</b>
Reimbursable Expenses	\$1,193.39
Subconsultants to complete	\$26,919.00
<b>TOTAL</b>	<b>\$52,913.01</b>
<b>Total Project ASA Budget Request</b>	<b>\$53,000.00</b>





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Adam Cox, Transportation Program Manager**  
CC: **Mayor Allan Ekberg**  
DATE: **September 10, 2021**  
SUBJECT: **42<sup>nd</sup> Ave South Bridge Replacement Project- 100% Design**  
**Project No. 91810404**  
**Contract No. 20-116, Change Order No. 1**

### **ISSUE**

Approve a supplemental agreement for Contract No. 20-116 with TranTech Engineering, LLC (TranTech) for 100% plans, specifications, and engineering estimate (PS&E) for the design phase of the 42nd Avenue South Bridge Replacement Project.

### **BACKGROUND**

On November 02, 2020, Council awarded the design contract to TranTech for the 42<sup>nd</sup> Ave S Bridge Replacement Project. TranTech provided scope of work and estimated design costs for 30% plans and engineering estimate (P&E) and 100% PS&E as part of their contract bid. Council made the decision to move forward with the 30% P&E as part of TranTech's original contract and re-examine options for 100% PS&E once additional funding was secured. The intent of starting the initial design was to make the replacement project more competitive for the federally funded Local Bridge Program grant (formerly known as BRAC) call for projects that was scheduled to be announced in late 2020.

In March of 2021, the Puget Sound Regional Council (PSRC) announced that contingency funds were available and PSRC Transportation Policy Board members would be selecting projects to receive these funds. In June 2021, because of the continued support and efforts of the Council President, the City received notification that it was selected to receive \$1.5M federal contingency funding from the PSRC to be applied toward the design phase of the 42<sup>nd</sup> Ave S Bridge Replacement Project. These funds will cover the remaining design expenses and move the project to a 'shovel-ready status'.

### **ANALYSIS**

Staff conducted the initial consultant selection process for the project in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guideline (LAG) manual to ensure the selected consultant would be approved by WSDOT and expenses would be eligible for grant reimbursement. Given that federal protocol was adhered to during the selection process, WSDOT Local Programs Department has determined that TranTech is an approved consultant to perform the remaining design work without the need to readvertise or reinterview design consultants, a process that would take a minimum of three months. The ability to move forward with 100% design through the existing contract with TranTech will provide the City with costs savings and prevent project delays.

**FISCAL IMPACT**

The contract supplement for 100% design is estimated to be \$1,483,203.00, which will bring the contract total to \$2,561,690. The PSRC grant will fund \$1,500,000 of the design costs, and the remaining will be covered by City funds up to \$1,078,487, which were approved as part of the original contract. TranTech’s scope of work and cost estimate are attached.

	<b><u>Contract Estimate</u></b>		<b><u>Funding Sources</u></b>
Original Contract	\$1,078,487	City Funding	\$1,078,487
Supplement Contract	<b>1,483,203</b>	PSRC Grant	1,500,000
Total	<u>\$2,561,690</u>		<u>\$2,578,487</u>

**RECOMMENDATION**

Council is being asked to approve a supplemental agreement for 100% design services with TranTech Engineering in the amount of \$1,483,203.00 for the 42<sup>nd</sup> Ave S Bridge Replacement Project and consider this item on the Consent Agenda at the September 20, 2021 Regular Meeting.

- Attachments:** 2021 CIP, Page 9  
 Revised CIP Page  
 Supplemental Agreement  
 Supplemental Scope of Work and Budget  
 Original Contract

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

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

Project No. 91810404

**DESCRIPTION:** Design and construct a replacement structure for the existing 42nd Ave S Bridge near the Tukwila Community Center. Council approved 30% design with City funding of \$1M in 2020, remaining scheduled in 2022.

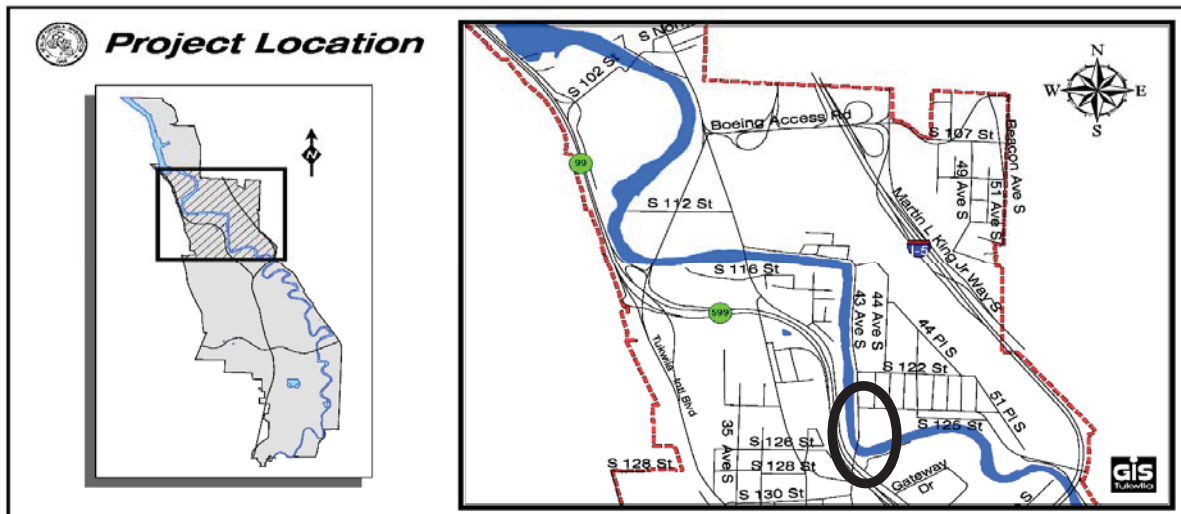
**JUSTIFICATION:** The current bridge has a sufficiency rating of 7.6 (out of 100), is load restricted for AASHTO Type 3 trucks and is structurally deficient. Truck speed was reduced to 15 mph in 2018.

**STATUS:** In 2017 and 2019, Bridge Replacement Advisory Committee (BRAC) funding was submitted, but not awarded. Staff will apply for future BRAC funding during the next call. Applying for STP funding in 2020 for \$1.5m for design.

**MAINT. IMPACT:** New bridge.

**COMMENT:** STP funding has 13.5% match requirement. BRAC funding would be at 80% match for up to \$12 million. Project partners may include FMSIB & BNSF Railroad as they have over 1,800 trips a day on the 42nd Ave S Bridge and it is the only ingress/egress available for their intermodal yard. Also State TIB for \$3M.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
<b>EXPENSES</b>											
Design	19	200	878		1,252						2,349
Land (R/W)					30						30
Const. Mgmt.					250	1,650	1,650				3,550
Construction						7,800	7,800				15,600
<b>TOTAL EXPENSES</b>	<b>19</b>	<b>200</b>	<b>878</b>	<b>0</b>	<b>1,532</b>	<b>9,450</b>	<b>9,450</b>	<b>0</b>	<b>0</b>	<b>21,529</b>	
<b>FUND SOURCES</b>											
Awarded Grant											0
Proposed BRAC Grant						6,000	6,000				12,000
Proposed STP Grant						1,000	1,000				2,000
Proposed TIB						1,500	1,500				3,000
Proposed FMSIB							500				500
Solid Waste Utility Tax			650	700	700	710	720	549			4,029
City Oper. Revenue	19	200	228	(700)	832	240	(270)	(549)	0		0
<b>TOTAL SOURCES</b>	<b>19</b>	<b>200</b>	<b>878</b>	<b>0</b>	<b>1,532</b>	<b>9,450</b>	<b>9,450</b>	<b>0</b>	<b>0</b>	<b>21,529</b>	



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

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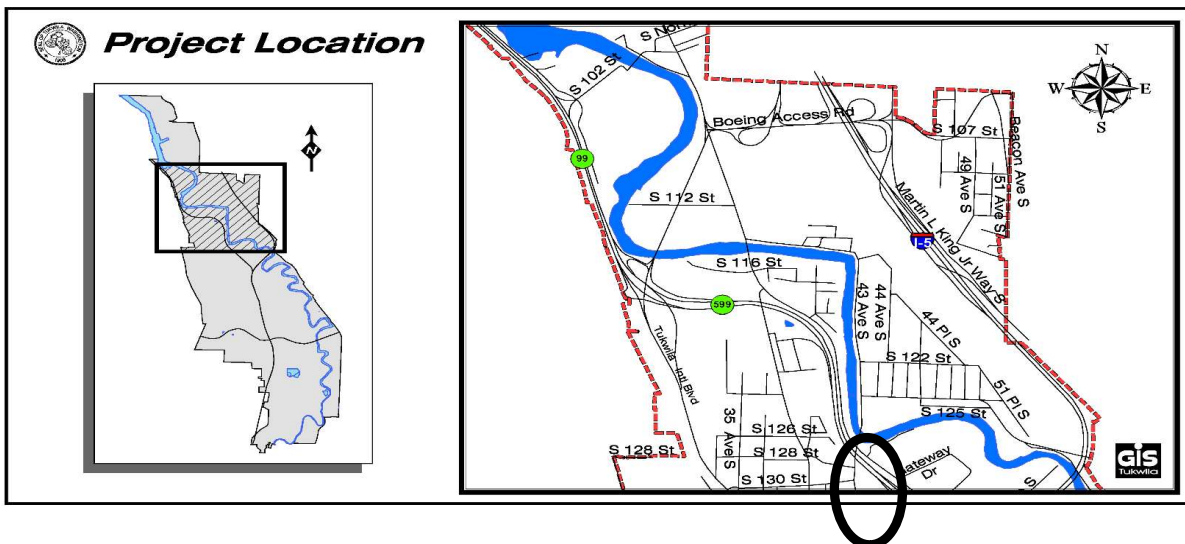
**JUSTIFICATION:** The current bridge has a sufficiency rating of 7.6 (out of 100), is load restricted for AASHTO Type 3 trucks and is structurally deficient. Truck speed was reduced to 15 mph in 2018.

**STATUS:** In 2021, PSRC awarded \$1.5M in contingency funding for 100% design and WSDOT Local Bridge Program awarded \$12M.

**MAINT. IMPACT:** New bridge.

**COMMENT:** PSRC funding has 13.5% match requirement. The Local Bridge Program funds 100% of construction up to \$12 million. Project partners may include FMSIB & BNSF Railroad as they have over 1,800 trips a day on the 42nd Ave S Bridge and it is the only ingress/egress available for their intermodal yard. Also State TIB for \$3M.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	19	98	400	1,228	833					2,578
Land (R/W)					30					30
Const. Mgmt.					250	1,650	1,650			3,550
Construction						7,800	8,071			15,871
<b>TOTAL EXPENSES</b>	<b>19</b>	<b>98</b>	<b>400</b>	<b>1,228</b>	<b>1,113</b>	<b>9,450</b>	<b>9,721</b>	<b>0</b>	<b>0</b>	<b>22,029</b>
<b>FUND SOURCES</b>										
Awarded PSRC Grant			200	975	325					1,500
Awarded WSDOT Grant						6,000	6,000			12,000
Proposed Grant						1,000				1,000
Proposed TIB						1,500	1,500			3,000
Proposed FMSIB							500			500
Solid Waste Utility Tax			650	700	700	710	720	549		4,029
City Oper. Revenue	19	98	(450)	(447)	88	240	1,001	(549)	0	0
<b>TOTAL SOURCES</b>	<b>19</b>	<b>98</b>	<b>400</b>	<b>1,228</b>	<b>1,113</b>	<b>9,450</b>	<b>9,721</b>	<b>0</b>	<b>0</b>	<b>22,029</b>







<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

**EXHIBIT A  
SUPPLEMENT 01**

**CITY OF TUKWILA 42<sup>ND</sup> AVE S BRIDGE REPLACEMENT**

**SCOPE OF WORK – SUPPLEMENT 30% TO BID -READY**

**Introduction:**

The City of Tukwila (AGENCY) has retained TranTech Engineering, LLC (CONSULTANT) to provide a Type, Size, & Location (TS&L) report and 30% design package for the 42<sup>nd</sup> Ave S Bridge Replacement. The following describes Supplement 01 of this work.

**Background:**

City of Tukwila (AGENCY) desires to replace the existing bridge structure with a new bridge and has contracted TranTech Engineering, LLC's team (CONSULTANT) to prepare a TS&L and 30% design. This supplement adds 60%, 90%, 100%, and bid-ready Plans, Specifications and Estimate (PS&E) to this project.

Furthermore, the AGENCY reserves the right to retain the services of CONSULTANT's team for the project's construction phase engineering services and construction inspection and management.

All work performed by CONSULTANT's team shall be in accordance with the WSDOT Local Agency Guidelines (LAG) Manual for federally funded projects as this project has now acquired federal funds.

The following work elements present a summary of the services associated with supplementing the project to include design to bid-ready:

***Scope Summary:***

1. Project Management
2. Surveying and Right-of-Way
3. Geotechnical Engineering
4. Environmental Permitting
5. Bridge Aesthetics and Landscape Architecture
6. Utility Coordination
7. Constructability Review, Construction Schedule & Estimation
8. Traffic Control & Traffic Signal
9. Illumination & Signage
10. Hydraulics and Hydrology (H&H)
11. Type, Size & Location Report (TS&L) – Completed with original contract
12. Plans, Specifications & Estimate (PS&E) – 30% completed with original contract, 60%, 90%, 100%, and bid-ready added with this supplement

***Future anticipated work as a contract supplement:***

13. Phase 2 Supplement – Construction Phase Services – Future supplement

Reports, plans, and estimates, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

- AGENCY Standards and Specifications.
- AASHTO 2011, “A Policy of Geometric Design of Highways and Streets; 6<sup>th</sup> Edition”;
- AASHTO 2004, “A Guide for Achieving Flexibility in Highway Design of Highways; 1st Edition”.
- Washington State Department of Transportation, “Standard Specifications for Road and Bridge Construction”.
- Washington State Department of Transportation, “Design Manual”.
- Washington State Department of Transportation, “Standard Plans”.
- Washington State Department of Transportation, “Materials Laboratory Outline”.
- Washington State Department of Transportation, “Construction Manual”.
- Washington State Department of Transportation, “Local Agency Guidelines”.
- Highway Research Board’s Manual entitled “Highway Capacity”.
- FHWA and USDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”.
- WSDOT Highway Runoff Manual.
- WSDOT Hydraulics Manual.
- King County 2021 Edition of the King County Surface Water Design Manual (KCSWDM)

## **WORK ELEMENT 1            PROJECT MANAGEMENT**

This supplement updates the Project Management to include project management to include 60%, 90%, 100%, and bid ready. Project Management for TS&L and 30% design is considered in the original contract.

This work element includes administration of the contract between the CONSULTANT and the AGENCY, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the Agency and sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating.
- Meetings and Meeting Minutes – approximately 48 additional virtual 1-hour long team meetings are assumed for the duration of the design activities.
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
  - a. Schedule and coordinate with design team.
  - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
  - c. Prepare, monitor, and update project schedule. Monitor project budget.
  - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
  - e. Maintain regular informal contact telephone discussions, and electronic mail.
  - f. Obtain, with assistance from the AGENCY, rights of entry necessary for geotechnical studies, etc.

### **Deliverables:**

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule

## **WORK ELEMENT 2            SURVEYING AND RIGHT-OF-WAY**

This Work Element is supplemented to provide final surveying and mapping services to be performed by 1 Alliance, and ROW acquisition and certification to be performed by DCI Engineers (DCI).

### **Surveying**

#### **2.1    Survey PM, Admin, QA/QC**

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

#### **2.2    Survey Control**

This task was completed with the original contract.

#### **2.3    Field Surveying and Mapping**

This task includes the field surveying and mapping required on an as needed basis to supplement the field survey mapping already finalized. Only the hours included in Exhibit E are available for additional survey to be collected and if more hours are needed a supplement will be required.

#### **2.4    Utility Surveying Services**

This task includes the mapping of utilities at additional locations required for task 2.3. The CONSULTANT shall arrange for underground ‘conductible’ utility locating, by means of a private utility firm.

2.4.1    Surface Observable: power poles, vaults, risers, fire hydrants, water valves/meters, gas valves, traffic signal/traffic control boxes, and overhead utility lines.

2.4.2    Stormwater and Sanitary sewer structures shall be located. Standard efforts will be made for obtaining pipe invert elevations, size, and materials.

#### **2.5    Office Processing**

This task includes the office processing of the collected survey data under this supplement, data extraction, field book reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

#### **2.6    Right-of-Way and Boundary Resolution(s)**

2.6.1    Completed under original Contract

2.6.2    Completed under original Contract

2.6.3    Produce a Right-of-Way Plan meeting WSDOT requirements for certification.

**Assumptions:**

- Rights-of-Entry will be provided by the AGENCY.
- Traffic control, if required, will be implemented and billed as an invoiced ODC.
- Tree Tags, driplines/canopies are not a part of the scope services.
- Setting of property corners is not a part of the scope of services.
- A record of Survey is not a part of the scope of services.
- Title reports with underlying documents for parcels to be provided by the AGENCY.
- The AGENCY or CONSULTANT will provide a border for the ROW Plan.
- There is an estimated level of effort for additional survey needs between 30% and bid-ready. If additional survey hours are required a supplement will be needed.

**Deliverables:**

- Topographic Survey with 1-foot contour intervals (electronic copy) new survey data will be combined with survey from the original contract into one file.
- AutoCAD Surfaces (DTM Files) (electronic copy) or any other desired electronic source file.
- ASCII file of control points.
- ROW Plan

**Right-of-Way (ROW) – the following activities will be performed by DCI staff who will be in close coordination with 1-Alliance staff**

**2.7 ROW Appraisal Coordination**

- Coordinate appraisal activities
- Coordinate with Agency to set Just Compensation
- Review approved ROW procedures

**2.8 ROW Acquisition**

- Review title reports
- Design team involvement to ensure adequate/necessary property rights
- Coordination with Agency for payment processing
- Acquire necessary property rights as needed for the project
- Prepare conveyance documents
- Attend open house virtually or in person
- Prepare weekly status reports
- Title company coordination for recording/escrow
- Completed parcel files per WSDOT LAG manual

**2.9 ROW Certification**

- Coordination with WSDOT LAC
- Completed files to WSDOT for certification

**Assumptions**

- All legal descriptions to be provided by agency and/or design team

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

- Approved ROW procedures
- Escrow and recording fees to be paid by agency
- Assumed no relocation activities
- Tasks are based on assumed 3 parcels. Additional parcels added will be a scope change and additional fees apply.

### **Deliverables**

- Valuation of 3 parcels
- ROW Acquisition of 3 parcels
- All acquisition files to meet local, state and federal regulations
- Three (3) completed files delivered electronically to the agency
- WSDOT certification



## **WORK ELEMENT 3            GEOTECHNICAL ENGINEERING**

This Work Element is supplemented to provide final geotechnical engineering recommendations and reporting to support the design team and will be performed by LAI Associates, Inc (LAI). The final geotechnical engineering effort will include the following activities:

### **3.1 Review Existing Information**

LAI will review the subsurface information that was gathered by LAI during the preliminary design phase of this project. LAI will also review the 30 percent plans. The purpose of reviewing this information is to incorporate the geotechnical information into the LAI's final geotechnical design considerations and recommendations.

### **3.2 Final Geotechnical Engineering Analysis**

LAI will evaluate the information collected as part of the above-described data review and the previously completed field investigation program in order to develop geotechnical engineering conclusions and recommendations related to the final design of the proposed replacement bridge.

### **3.3 Draft and Final Geotechnical Reports**

Deliverables will include a draft geotechnical report containing design-level geotechnical conclusions and recommendations. A final geotechnical report will be created that contains the results of mutually agreed upon consolidated comments from other team members and the AGENCY.

The geotechnical report will include the following information:

- Summary logs and a site plan showing the locations of the exploratory borings advanced by the LAI.
- Seismic design criteria in accordance with applicable AASHTO standards.
- An evaluation of the liquefaction and lateral spread hazards at the project site.
- Recommendations for site preparation and fill placement, including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill; guidance for preparation of subgrade soil, which will support the bridge approaches; and criteria for structural fill placement and compaction.
- Geotechnical recommendations for the design of deep foundations for the proposed replacement bridge, as well as temporary foundation support for the existing bridge if it will be used as a temporary bridge during construction of the replacement bridge. The recommendations will include estimates of the following: tip elevation, axial resistance,

downdrag loads and loss of side resistance during seismic loading, uplift resistance, lateral shaft analysis, and construction considerations.

- Lateral earth pressure criteria for design of proposed bridge abutment walls and permanent retaining walls including equivalent fluid densities for the active, at-rest and passive states of stress.
- A discussion related to known or anticipated geotechnical issues that could influence construction of the replacement bridge. The discussion will include methods to mitigate such issues, if identified.

### **3.4 Meeting Participation**

For estimating purposes, it is assumed that the LAI's geotechnical engineer will participate in up to three internal meetings with the design team for consultation during design of the project.

#### **Assumptions:**

- The replacement bridge will consist of a two- or three-span structure with no in water foundation elements.
- The replacement bridge will be located within the existing 42<sup>nd</sup> Avenue corridor alignment.
- Additional exploratory borings may be required if during the design process the locations of the bridge foundations change. For the purpose of estimating costs, it was assumed that no additional exploratory borings will be required.

#### **Deliverables:**

- An electronic (Adobe PDF) copy of the draft Geotechnical Report
- An electronic (Adobe PDF) copy of the final Geotechnical Report

## **WORK ELEMENT 4 ENVIRONMENTAL PERMITTING**

This Work Element, performed by LAI Associates, Inc., (LAI) is supplemented to provide environmental permitting documentation support for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. LAI therefore assumes that the WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, LAI assumes that this project can be authorized under a NEPA Categorical Exclusion (CE). The necessary work elements associated with Environmental Permitting are assumed to be:

### **4.1 SEPA Checklist**

LAI will prepare the SEPA Checklist for the project in conformance with WAC 197-11-960 and AGENCY standards. The SEPA Checklist (Checklist) will briefly describe the project and address the project's effects on elements of the environment, as outlined in the Checklist. The Checklist will include a list of permits required for the proposed project. To prepare the Checklist, LAI will use project design information and other available studies prepared for the project, such as the documentation prepared for the additional Work Elements included in this proposal.

As necessary to complete the SEPA Checklist, LAI will review additional AGENCY documents such as the comprehensive and Shoreline Master plans, zoning code, and other development regulations.

### **4.2 WSDOT Local Program National Environmental Policy Act Categorical Exclusion Form**

LAI will prepare a final version of the WSDOT Local Programs NEPA Categorical Exclusion (CE) Form (formerly the Local Agency Environmental Classification Summary).

To complete the form, LAI will compile and review environmental information from readily available public domain resources and documents prepared as part of this Work Element to gain a general understanding of relevant environmental resources along the project corridor.

### **4.3 Team and Agency Meetings**

LAI will assist in scheduling and participate in meetings, as needed, with the AGENCY, Washington State Department of Transportation (WSDOT), US Army Corps of Engineers (USACE), and Washington Department of Fish & Wildlife (WDFW) to coordinate permit conditions for the project.

This task includes participation in at least four onsite meetings, three conference calls and associated correspondence.

#### **4.4 Hazardous Materials Linear Corridor Screening**

LAI will conduct a screening-level assessment of sites along the project corridor for the potential presence of contamination. The screening-level assessment of the project corridor will include the following components:

- Review available aerial photographs to assess past uses of the project corridor and adjacent properties from the present back to their first developed use, or back to 1940, whichever is earlier.
- Review listings from a subcontracted database service (Environmental Data Resources Inc.) of confirmed and suspected contaminated sites within a 1-mile radius of the project corridor abstracted from US Environmental Protection Agency (EPA), tribal, and Ecology environmental databases.
- Review reports documenting previous environmental investigations completed at sites along the project corridor (if available from the AGENCY and/or WSDOT).
- Conduct a site reconnaissance of the project corridor to visually and physically observe current land-use activities and environmental conditions.
- LAI will request and collect information from Ecology to further evaluate the sites of potential hazardous and problem waste concerns for the project that were identified in the regulatory database search or site reconnaissance, if any. This task will include:
  - Visit Ecology's Northwestern Regional office in Bellevue, Washington to review documents available from the agency files and to request copies of relevant information related to environmental conditions at sites along the project corridor
  - Review/photocopy pertinent documents/information.

The data collected will be summarized in a technical memorandum provided in electronic (Adobe PDF) format.

#### **4.5 Section 7 of the Endangered Species Act (ESA) Biological Assessment (BA); Magnuson-Stevens Act Essential Fish Habitat (EFH) Evaluation**

LAI will prepare a BA for selected species federally listed as threatened or endangered in the action area under the ESA and an EFH Evaluation for the proposed project. LAI will obtain updated species lists from agency websites, request site-specific species and habitat information from the WDFW Priority Habitats and Species database, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details, such as construction techniques and equipment used, timing of construction, and best management practices (BMPs) will be based on information provided by LAI.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history will be summarized in the BA. A determination of “may effect, not likely to adversely affect” (NLAA) is anticipated. The project is not expected to impact EFH.

LAI will prepare a draft BA and EFH for review and comment by CONSULTANT and the AGENCY, and then a final document.

#### **4.6 Cultural Resources**

LAI will identify the Area of Potential Effects (APE) in accordance with 36 CFR 800.16(d) and coordinate with the Local Program Engineer and WSDOT archeologist for on the APE request and a Section 106 exemption.

#### **4.7 Section 4(f) Documentation**

LAI will prepare the WSDOT Section 4(f) De Minimis Impact Determination form. The form will provide:

- A project description
- A description of Section 4(f) resources (i.e., park and/or historic sites) affected by the project and proposed impacts (including figure)
- A summary of public outreach efforts.

LAI will prepare a draft form for review and comment by CONSULTANT and the AGENCY, and then a final document.

#### **4.8 Traffic Noise Assessment**

LAI will conduct a traffic noise assessment for the project corridor, for potential noise impacts to sensitive receivers within the project study area. The traffic noise assessment will include the following components:

- Site Reconnaissance: An initial site visit will be performed to identify potential noise sensitive receptors along the project corridor.
- Pre-Consultation with WSDOT: Before conducting field work or TNM noise model development, we will consult with WSDOT noise specialists to confirm the appropriate number of modeling receptors and noise validation measurement locations.

- Noise Measurements for TNM Model Validation: Noise measurements for the proposed project will be collected along select existing and proposed roadway/bridge segments that may be affected by the proposed project where frequent human use is likely to occur. Data collection will be used for model validation as part of the Noise Assessment.
- Noise Assessment: Noise levels shall be predicted for the existing road/bridge (the “no-build” alternative) and one “build” alternative. The AGENCY planning department will be consulted to determine the locations where dwellings have been issued building permits in currently vacant lots adjacent to the roadway/bridge. A land use inventory shall be performed to identify the existing and currently permitted future noise-sensitive land uses and to assist in selection of noise modeling locations. Representative receiver locations shall be modeled for prediction of noise levels and determination of noise impacts. LAI will incorporate provided traffic data into the model. The traffic noise impact criteria against which the Project traffic noise levels are evaluated are taken from WSDOT’s Traffic Noise Assessment & Abatement Policy guidance manual.
- Noise Barrier Analysis: If the noise analysis indicates impacts in areas where noise barriers (or building acoustical insulation) is constructible, then we will use the TNM model to design the height and length of noise barrier walls that satisfy WSDOT’s acoustical feasibility criteria. For each wall we will estimate the construction cost by using WSDOT’s unit cost factor, and we will determine the economic reasonableness based on the number of benefited receptor locations shielded. Based on inspection of preliminary aerial photographs, for budgetary purposes we assume will evaluate up to 3 separate noise walls. We will coordinate with the civil engineering design team to provide the required heights, top elevations, and lengths of each noise wall that satisfies both the feasibility and reasonableness criteria.
- Noise Discipline Report: LAI will compile a technical report summarizing the findings of the noise study. The contents shall include land use in the area, existing noise conditions, methods of analysis, impacts and all evaluated noise mitigation measures. Mitigation cost estimates shall be included. Construction noise impacts shall be discussed. The report shall include maps of the existing and proposed alignments and existing and future land uses on a scale vicinity map. Comparative tables shall be prepared to aid in understanding Project impacts and mitigation. A draft report will be submitted to the AGENCY for review. Based upon the comments, LAI will revise the report and a WSDOT-review draft copy will be delivered to WSDOT. We will respond to WSDOT comments to prepare the final report. The traffic noise analysis will be summarized in a technical report.

#### **4.9 Permit Applications**

LAI will prepare a Joint Aquatic Resources Permit Application (JARPA) form and documentation as required by the TMC for a shoreline substantial development permit. The JARPA form will be submitted to WDFW for Hydraulic Project Approval, to the USACE for

Section 404/Section 10 permitting, to Ecology for Section 401 Certification, and DNR in support of aquatic lands lease, and to the AGENCY for shoreline permitting. LAI will complete the AGENCY's Shoreline Permit application and associated documentation a figure for property owners within 500 ft of the project area. Mailing list labels and other administrative tasks will be coordinated by the AGENCY. Information required as part of the application also includes five copies of the following:

- Description of project consistency with decision criteria
- Vicinity map
- Shoreline site plans (top of bank, landward catch point toe of levee, riverbank toe, mean high water mark, and 100-year base flood elevation, appropriate setbacks, maintenance easements, limits of construction)
- Sensitive area study documentation and plans
- Cross sections
- Landscape plans
- Civil plans (stamped, signed, and dated by licensed professional engineer).

LAI will prepare the AGENCY Tree Clearing Permit application, which will be included with the Shoreline Permit application package. The “description of project consistency with decision criteria” listed above will include reference to the AGENCY's tree regulations.

#### **4.10 Mitigation/Landscape Plan Support**

This task consists of the design support services necessary to prepare and complete design drawings that will be required for impacting the shoreline buffer of the Duwamish River. LAI will provide comments to for incorporation of buffer mitigation into the landscape plans relevant to the mitigation plan at the 60 percent, 90 percent, and 100 percent levels.

#### **4.11 Agency Coordination**

LAI will help CONSULTANT and the AGENCY respond to agency comments on application submittals and provide support with inquiries on agency status of reviews.

The agencies may require additional data about potential environmental impacts and their mitigation. Support will be provided via teleconference and email.

#### **Assumptions:**

- The selected alternative is replacement of the bridge in the existing 42<sup>nd</sup> Avenue corridor alignment.

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- The project will not require preparation of a SEPA Environmental Impact Statement. Either a Determination of Non-Significance (DNS) or a mitigated DNS will be issued for the project.
- AGENCY staff will prepare and publish the DNS (or mitigated DNS).
- This proposal does not include time for CONSULTANT to respond to any public or resource agency comments on the Checklist after it has been published for public comment. Should the AGENCY request Consultant involvement in responses or revisions to the Checklist based on public or agency comments, a scope and budget amendment will be required.
- The proposed project will receive funding from the FHWA administered through WSDOT Highways and Local Programs and will satisfy the criteria as a NEPA Categorical Exclusion.
- The AGENCY will provide access permissions if needed.
- A Hazardous Materials Discipline Report to address hazardous and problem waste may be required by WSDOT based on its review of the preliminary NEPA CE form. Preparation of a Hazardous Materials Discipline Report is not included in this scope of services. The level of detail and report format for a Hazardous Materials Discipline Report is dependent on the project activities, and type and number of potential hazardous material impacts identified. A scope and cost estimate to complete a Hazardous Materials Discipline Report, if required by WSDOT, will be provided following receipt of review comments from WSDOT regarding the preliminary NEPA CE form.
- The hazardous materials corridor screen technical memorandum will not meet the requirements of a Phase I environmental site assessment under ASTM E1527-13.
- Building interiors will not be accessed as part of the site reconnaissance.
- LAI assumed that 10 hours of historical environmental document review will be sufficient to come to general conclusions about the recognized environmental conditions that affect the subject properties. If additional review time is required, LAI will bring this to your attention in advance of continuing the review.
- File reviews at the agency level are experiencing extensive delays due to COVID 19 limitations and may require 6 months or more to complete.
- Conditions at immediately adjoining properties may not be observable from public access areas and, as a result, may not be identified during the site reconnaissance.
- The BA will be drafted using the current WSDOT template.
- A 30% to 60% level of design will be sufficient for preparation of the BA and EFH Evaluation report.
- The project will have a NLAA determination on listed species and/or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no adverse impact to EFH.



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- WSDOT BA procedures for calculating the extent of in-water impacts will be used; however, this task does not include water quality modeling using CORMIX modeling software or HI-RUN.
- This task does not include meetings with agency staff from the US Fish & Wildlife Service (USFWS) or National Oceanic and Atmospheric Administration (NOAA) Fisheries.
- Design and construction details required for permit applications that are not directly related to a critical areas determination will be provided to the LAI biologist. Such elements include, but are not limited to, a stormwater drainage report; a temporary sediment and erosion control plan; proposed construction timing, sequencing and duration; and primary types and duration of construction equipment to be used.
- This task does not include efforts to conduct a 6-month update review of species listings.
- The scope of work does not include monitoring of any federally listed or state listed species during construction activities. Should any monitoring of these species be required, an addendum to this scope and budget can be prepared.
- This task will be limited to preparation of the APE and coordination with the WSDOT archeologist.
- For this task, LAI will be provided with a detailed project description of the project, project area including areas of ground disturbance and known staging areas, and conceptual plans showing the scope of work and cross-sections.
- Cost for professional archaeological investigation and/or historic property inventory are not included in this scope of services.
- The AGENCY will pay all the applicable permit application fees.
- LAI staff attendance at a Hearing Examiner meeting is included in this scope of services.
- A tree size and location survey (the results of which are required to be shown on the plans) will be completed by others and incorporated into the plans in support of AGENCY shoreline permitting.
- The plan set will include the required Landscape Plan, Site Plan and Sensitive Area Plan, and will be compiled by CONSULTANT.
- Construction will begin within 2 years of permit approval and be completed within 5 years.
- US Coast Guard bridge permit will not be required.
- The 30% design plans will be suitable for the shoreline permit application, and the AGENCY will waive the requirement that civil plans be stamped, signed, and dated by a licensed professional engineer as part of the permit application.
- CONSULTANT will incorporate mitigation in landscape plans and specifications as required by the AGENCY's Shoreline Master Plan (SMP).
- Irrigation design is not included in this task.
- Grading design and grading plans are not included in this task.

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- A Temporary Erosion and Sediment Control (TESC) Plan is not included in this scope. Some erosion control design is anticipated, but any erosion control elements are expected to be minor and be coordinated with CONSULTANT for incorporation into the TESC plan(s) prepared by others.
- Impacts to the Green River Trail associated with the project meet the requirements of a Section 4(f) de minimis impact.
- A concurrence letter from the agency with jurisdiction over the Section 4(f) resource will be provided to LAI by the AGENCY.

### **Deliverables:**

- An electronic (Adobe PDF) copy of the draft and final SEPA Checklist
- An electronic (Adobe PDF) copy of the final NEPA CE form
- An electronic (Adobe PDF) copy of the permit matrix
- An electronic (MS Word) copy of the draft Screening-Level Hazardous Materials Linear Corridor Report
- An electronic (Adobe PDF) copy of the final Screening-Level Hazardous Materials Linear Corridor Report.
- An electronic (Adobe PDF) copy of the draft BA and EFH Evaluation report.
- An electronic (Adobe PDF) of the final BA and EFH Evaluation report.
- An electronic (Adobe PDF) copy of the draft APE.
- An electronic (Adobe PDF) copy of the final APE.
- An electronic (Adobe PDF) copy of the draft JARPA and Shoreline Permit application submittal(s).
- An electronic (Adobe PDF) and required paper copies of the final JARPA and Shoreline Permit application submittal(s).
- E-mail and/or telephone correspondence providing information needed for project landscape plans for the purpose of fulfilling project mitigation requirements related to shorelines
- An electronic (Adobe PDF) copy of the draft Section 4(f) De Minimis Impact Determination form
- An electronic (Adobe PDF) copy of the final Section 4(f) De Minimis Impact Determination form.
- An electronic (MS Word) copy of the AGENCY-review draft noise technical report.
- An electronic (MS Word) copy of the WSDOT-review draft noise technical report.
- An electronic (Adobe PDF) copy of the final Noise technical report.

## **WORK ELEMENT 5 BRIDGE AESTHETICS AND LANDSCAPE ARCHITECTURE**

This Work Element is performed by Makers Architecture and Urban Design, LLP (MAKERS), and a landscape architect subconsultant (LAS) and is supplemented to provide Bridge Aesthetics and Landscaping design from 30% to bid-ready. The following outlines the tasks associated with this work:

### **5.1 Concept Design for Urban Design Elements**

- a. Review results of the open house with the Staff/Consultant team.
- b. Work up preferred ideas at 60%, 90%, 100% design level for aesthetic features. Provide drawings in a format compatible with the engineering documents. (Format provided by the engineering team.) Provide narrative description of urban design and/or outline
- c. Prepare 60%, 90% and 100% design level quantity estimate and opinion of cost estimate for the selected aesthetic features.

#### **Assumptions:**

- MAKERS will not be involved in lighting, electrical or utilities work.
- The budget assumes 2 additional meetings or conferences with the engineering/AGENCY team.
- The engineering team will provide MAKERS with CAD layouts, templates and numbering to meet the requirements of the final bid document formatting.

#### **Deliverables:**

- 60%, 90%, and 100% documents of urban design (Aesthetic) elements of the project in digital format (CAD) as provided by the engineering team.
- Bid-ready, stamped and signed, plans, specifications, and estimate in digital format (PDF).

### **Landscape Architecture**

The following outlines the tasks associated with the landscape architect subconsultant work:

LAS will prepare:

- Preliminary planting concept.
- Landscape planting associated with shoreline enhancement, to support the environmental permitting requirements and site restoration associated with the 42nd Ave Bridge replacement.
- Site sections to illustrate restoration and enhancement intent.

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- Mitigation plant schedule in collaboration with LAI, and support with statistics for mitigation area takeoffs to inform the JARPA application.
- Irrigation design for landscape improvements areas.
- Support with constructability review and cost estimating for landscape planting and Irrigation.

### **Assumptions:**

- LAS will not be involved in lighting, electrical or utilities work.
- LAS will provide input to grading design, but final grading documentation will be by others.
- LAS will provide input to trial and path alignment, but final documentation will be by others.
- LAS will not prepare JARPA sheets, this will be developed by others.
- The budget assumes 2 additional meetings or conferences with the engineering/AGENCY team.
- The engineering team will provide JAB with CAD layouts, templates and numbering to meet the requirements of the final bid document formatting.

### **Deliverables:**

- PSE 60%, 90%, 100% and bid ready documents of landscape planting and irrigation elements of the project in digital format (CAD) as provided by the engineering team.
- Bid-ready, stamped and signed, plans, specifications, and estimate in digital format (PDF).

## **WORK ELEMENT 6            UTILITY COORDINATION**

This Work Element is performed by CONSULTANT and is supplemented to provide utility coordination between 60% and bid-ready design. Any design work will be authorized under a separate supplement.

### **6.1    Utility Coordination**

Utilities owned and operated by agencies/entities, other than the AGENCY, that are within the project corridor of the bridge improvements will be identified. CONSULTANT will acquire and review record drawings of existing utilities within the project limits and define potential utility conflicts. For the purpose of preparing this scope of work, it is anticipated that up to six (6) utilities are located in the project corridor. Known utilities within the project limits include Puget Sound Energy (PSE) Gas and Electric, Comcast, King County Wastewater Treatment Services, Lumen, Allstream, and Seattle City Light (SCL).

CONSULTANT will schedule virtual meetings with utility owners to discuss the project and define utility needs and design criteria if the utility is impacted by the proposed bridge improvements. A total of twelve (12) meetings are anticipated under this subtask. Meeting will be conducted by, and minutes will be prepared by CONSULTANT.

Prepare Memorandum - Prepare a short technical memorandum to outline all agreements between the AGENCY and the utilities including what work may be completed by the Contractor, what will be completed by each utility prior to construction and all commitments made by all parties.

#### **Assumptions:**

- No utility design is part of this Work Element.

#### **Deliverables:**

- Utility coordination memorandum

**WORK ELEMENT 7      CONSTRUCTABILITY      REVIEW,      CONSTRUCTION  
SCHEDULE AND ESTIMATION:**

This work element is performed by Ott-Sakai Construction Consultants (OS), to provide constructability review, construction schedule, and construction estimation services, and is supplemented as follows.

The work element includes the following activities:

**7.1      Constructability Review and Cost Estimation**

This task covered TS&L and 30% only and remains unchanged, the following sections are added with this supplement.

**7.2      Constructability Review and Cost Estimation 60%**

OS will provide Constructability Review, Construction Schedule and Cost Estimation of the design team's prepared Plans, Specifications & Estimate (PS&E) package at 60%.

**7.3      Constructability Review and Cost Estimation 90%**

OS will provide Constructability Review, Construction Schedule and Cost Estimation of the design team's prepared Plans, Specifications & Estimate (PS&E) package at 90% design level.

**7.4      Project Management / Meeting Participation**

This sub task includes OS's project management with CONSULTANT, various administrative duties, and quality control. OS will participate in internal meetings with the design team for consultation during design of the project.

**Deliverables:**

- Constructability Review, Construction Schedule and Cost Estimation for 60% and 90% PS&E Levels

## **WORK ELEMENT 8 - TRAFFIC CONTROL AND TRAFFIC SIGNAL:**

This work element is performed by Transpo Group, Inc. (TRANSPO) to provide traffic control, detour, and traffic signal plans for the Contractor's use in constructing the proposed bridge and roadway improvements. The original contract is supplemented with the following:

### **8.1 Traffic Analysis – Completed at 30% Design**

### **8.2 Traffic Control**

The Consultant will prepare traffic control plans, special provisions, and engineer's opinion of cost for constructing the proposed bridge and roadway improvements.

The exact limits of the traffic control will be determined jointly between the AGENCY and the Consultant; however, the initial scope and fee are based on the listed assumptions below. The plans will conform with MUTCD and/or WSDOT/AGENCY procedures and standard plans.

#### **Assumptions:**

- The traffic control design deliverables/fee is based on and assumes the existing bridge is replaced in its current location on 42nd Ave S. If the new bridge is constructed on S 124th St, changes to the projected scope of services/deliverables/fee may be required.
- Construction limits for permanent improvements are confined to 42nd Ave S between S 124th St and Interurban Ave S.
- A temporary bridge structure will be constructed adjacent to the existing bridge on 42nd Ave S to be used as a bypass for traffic during construction of the new permanent bridge on 42nd Ave S.
- The existing lane configurations on Interurban Ave S and 42nd Ave S will not be permanently modified.
- Traffic control plans are anticipated to include:
  - TCP 1: Short term plan – full closure of 42nd Ave S (south leg) at S 124th St
  - TCP 2: Short term plan – full closure of 42nd Ave S (north leg) at Interurban Ave S
  - TCP 3: Short term plan – full closure of Green River Trail plan, including detour plan
  - TCP 4: Short term plan – closure of southwest corner of Interurban Ave S/42nd Ave S intersection
  - TCP 5: Short term plan – Westbound Interurban Avenue S right turn lane closure at 42nd Avenue S
  - TCP 6: Short term plan – Interurban Avenue S left/center lane closure at 42nd Ave S
  - TCP 7: Short term plan – Northbound Macadam Rd S right lane/slip-lane closure at Interurban Avenue S
  - TCP 8: Short term plan – Northbound Macadam Rd S left lane closure at Interurban Avenue S

- TCP 9: Long term plan – temporary staging (channelization and signing) plans for temporary bridge bypass on 42<sup>nd</sup> Ave S between S 124<sup>th</sup> St and Interurban Ave S
- It is assumed that others will prepare all civil-related plans for temporary traffic control. This includes, but is not limited to, the design of temporary curbs, sidewalks, paving, grading, utilities, drainage, structures, geotechnical design, and related work.
- Standard traffic control plans will be used to the extent feasible.
- Traffic analysis is not included in this task.

**Deliverables:**

- Traffic Control packages for 60%, 90%, and 100%, in an electronic delivery format (PDF)
- Stamped and Signed Ad-ready design plans in electronic format.

**8.3 Traffic Signal Design**

The Consultant will prepare traffic signal plans, special provisions, and engineer’s opinion of cost for constructing traffic signal improvements/modifications for the project at the 42<sup>nd</sup> Ave S/Interurban Ave. S. intersection.

**Assumptions:**

- The traffic signal design deliverables/fee is based on and assumes the existing bridge is replaced in its current location on 42<sup>nd</sup> Ave S. If the new bridge is constructed on S 124<sup>th</sup> St, changes to the projected scope of services/deliverables/fee may be required.
- As-builts for the existing traffic signal at 42<sup>nd</sup> Ave S/Interurban Ave S intersection will be provided to TRANSPO for use in the design.
- The existing traffic signal at the 42<sup>nd</sup> Ave S/Interurban Ave S intersection will continue to operate during construction and will require temporary signal modifications to facilitate TCP 9: Long term plan as described in the task above.
- The existing traffic signal pole for westbound Interurban Ave S traffic will not be disturbed during construction and will remain as-is for the final intersection configuration.
- The existing signal phasing at the 42<sup>nd</sup> Ave S/Interurban Ave S intersection will not be modified.
- Temporary signal modifications at the 42<sup>nd</sup> Ave S/Interurban Ave S intersection are anticipated to include:
  - Installing a new span wire signal for northbound 42<sup>nd</sup> Ave S (Macadam Rd S) traffic and removing the existing mast arm signal pole.
  - Installing video detection and re-aiming existing signal heads for southbound 42<sup>nd</sup> Ave S traffic.
  - Relocating pushbuttons and pedestrian signal heads as needed located on the northeast corner.
- Temporary traffic signals will not be required during construction at the 42<sup>nd</sup> Ave S/S 124<sup>th</sup> St and/or Interurban Ave S/Access Roadway intersections.
- Permanent signal improvements at the 42<sup>nd</sup> Ave S/Interurban Ave S intersection are anticipated to include:



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- Installing a new foundation, mast arm signal pole, and signal heads for northbound 42nd Ave S (Macadam Rd S) traffic.
- Installing new APS pedestrian pushbuttons and posts.
- Installing new induction detection loops for southbound 42nd Ave S traffic.
- Existing traffic signal controller and service cabinets will not be impacted by the project and will remain in operation as-is
- Special signal pole foundation design is not anticipated
- Transformer and/or electrical service connection design is not anticipated
- It is assumed that others will prepare all civil-related plans for temporary traffic control. This includes, but is not limited to, the design of curbs, sidewalks, paving, grading, utilities, drainage, structures, geotechnical design, and related work

### **Deliverables:**

- Traffic Signal packages for 60%, 90%, and 100%, in an electronic format
- Bid-ready design plans in electronic format.

## **WORK ELEMENT 9 ILLUMINATION AND SIGNAGE:**

This work element is performed by CONSULTANT, to provide illumination, and permanent signage design services, and is supplemented with the following:

CONSULTANT will provide design services associated with illumination, and permanent signing design. The illumination design is intended for the Bridge and its immediate approaches. CONSULTANT team will prepare PS&E for this work element which includes the following tasks:

### **9.1 Illumination**

This supplement will include completing the illumination design between 30% to bid-ready.

### **9.2 Permanent Signing**

This supplement will include completing the illumination design between 30% to bid ready.

#### **Assumptions:**

- The bridge will have full illumination for active transportation and vehicles.
- The approaches will have full illumination and transition to existing conditions as required.
- The signing will include wayfinding signs to the community center.

#### **Deliverables:**

- Electronic illumination and Permanent Signing Plans, Estimate, and list of special provisions list at 60%,
- Electronic PS&E at 90%, and 100%
- Electronic Stamped and signed PS&E at bid-ready.

## **WORK ELEMENT 10      HYDRAULICS & HYDROLOGY**

This Work Element replaces work element 10 in the original contract, is performed by Natural Waters (NW) to provide Hydraulics & Hydrology services for the project. The hydraulic and hydrology activities include the following subtasks:

### **10.01 Existing Data Review**

NW will review existing available data and information that may be needed for the hydraulic and scour evaluation. NW will request available information from the AGENCY, such as: existing topography, aerial photos, bridge inspection records, bridge plans, and anecdotal information on past flood events.

### **10.02 Site Reconnaissance**

NW will conduct a site reconnaissance to examine the characteristics of the creek, bridge, and surrounding river corridor with respect to hydraulic, erosion, and scour processes. The purpose of this reconnaissance is to understand site hydraulics and channel conditions. It will be beneficial for NW to meet with the project surveyors on site during the site reconnaissance to discuss where additional survey is needed to support the hydraulic and scour analysis.

### **10.03 Hydrologic Review**

The hydrology for the reach has been studied extensively by the US Corps of Engineers. NW will review available information from the US Corps of Engineers, in addition to available FEMA Flood Insurance Study (FIS) information, to assess appropriate discharges, which will serve as the basis of design for the proposed water crossing. Anticipated flows may consist of the 2-, 10-, 50-, 100-, and 500-year flood events.

### **10.04 Geomorphic Assessment**

NW will conduct a rapid geomorphic assessment using newly obtained survey information, geotechnical reports, aerial photos, and findings from the field reconnaissance. The purpose of this assessment is to determine if there have been significant geomorphic changes over time which will need to be accounted for in the design of the proposed water crossing.

### **10.05 Hydraulics**

Based on review of existing data (Task 5.1) and direction from the AGENCY on acceptable level of risk, either an existing hydraulic model developed by the US Corps of Engineers, FEMA or another source may be used as the existing conditions model, with minor modifications to incorporate the proposed bridge to simulate proposed conditions. Based on the proposed crossing being located on a sharp bend, the FHWA recommends a 2D model for assessing hydraulics at a water crossing. For the purposes of this scope and estimate, development of a 2D model was assumed to provide sufficient budget. All survey required for proper development of the existing conditions hydraulic model will be performed by others and provided to NW as a combined surface in a Land XML format in State Plane Coordinates. A proposed combined surface, which includes the proposed bridge and grading, will be provided by CONSULTANT in a Land XML format in State Plane Coordinates.

### **10.06 Scour Estimates**

A scour evaluation will be conducted using the hydrology and corresponding hydraulic characteristics estimated from the hydraulic model developed in Task 5.5. The proposed bridge is not anticipated to have any elements within the 100-yr water surface elevation. The proposed combined surface, which includes the proposed bridge and grading, will be provided by CONSULTANT in a Land XML format in State Plane Coordinates. The scour estimates will be performed using this information following the guidelines described FHWA HEC-18, 5th Edition.

### **10.07 Documentation**

The results of the hydrologic, geomorphic, hydraulic and scour assessments will be summarized in a brief report. The report will include a description of the physical characteristics of the site, including photographs taken during the site reconnaissance, along with pertinent information to support the basis of design. A draft version of the report will be provided to CONSULTANT and the AGENCY for review and one set of combined comments. Upon receipt of combined comments, NW will finalize the report and submit a digital (pdf) copy, as requested by CONSULTANT and the AGENCY.

### **10.08 Intentionally left blank**

### **10.09 Permitting Assistance**

NW will be available to assist with the team's preparation of permit applications and answer questions that arise during agency review.

### **10.10 60%/90%/100% Plans Review**

NW will review river related plans at the 60%, 90%, and 100% project phases.

### **10.11 Project Management and Meetings**

Throughout the project, NW will maintain a line of communication with the CONSULTANT team and the AGENCY through frequent meetings and e-mails. Various team and resource agency meetings are anticipated throughout the project delivery process. Meetings are assumed to be virtual.

### **Assumptions:**

- One site visit is assumed to cover all tasks.
- A no-rise assessment or no-rise certificate (if required by AGENCY) is not assumed to be needed and therefore is not included in the scope or budget.
- No CAD related services will be performed by NW.
- Only hydrologic and hydraulic services to support the riverine aspects of the bridge design are assumed. No other services, such as bridge drainage and stormwater, are assumed to be needed.
- It is assumed no scour countermeasures will be required as bridge elements, walls, roadway prism and other transportation assets will be designed to account for total scour without the need for a scour countermeasure. If scour countermeasures are determined to be needed, an amendment will be required.

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- No large woody material or other habitat/restoration features are anticipated for this project. If habitat restoration features are determined to be needed, an amendment will be required.
- No plans, specifications or estimates are assumed to be needed from NW.
- CONSULTANT team will provide required geotechnical and structural information at scheduled time to complete hydraulics and scour related tasks.
- Only one proposed condition is scoped and budgeted to be assessed and documented in report.
- Climate change is not anticipated to be accounted for in the hydrologic and hydraulic analyses.
- It is assumed the project will have no change to the exiting groundline and therefore will meet AGENCY and FEMA no-rise criteria due to being within a floodway. For these reasons, a CLOMR and LOMR is not within this scope or estimate. If a CLOMR or LOMR is needed, an amendment will be required.
- A detailed lateral migration analysis will not be performed. A qualitative assessment of lateral migration potential will be based on site observations and surveyed ground information provided by the AGENCY.
- The US Corps of Engineers and the Effective FEMA hydraulic models will be requested through or in collaboration with the AGENCY.
- AGENCY will pay any fees for acquiring US Corps of Engineers or FEMA hydraulic models and any required permits.
- The number and level of detail of such tasks shall be performed by NW commensurate with the level of effort allocated in the estimate.
- No hydraulic or scour analyses is assumed for any temporary features or work access platforms within the 100-year WSE.

### **Deliverables:**

- Digital (pdf) copy of final bridge hydraulic and scour report.

**WORK ELEMENT 11**                      **TYPE, SIZE, LOCATION (TS&L) REPORT**

This Work Element was completed in Original Contract

## **WORK ELEMENT 12      PS&E**

This work element is performed by CONSULTANT whose work is supplemented to provide 60% , 90%, 100% and Bid-ready Plans, Specifications and Estimate (PS&E) documentation in accordance with current AASHTO, and WSDOT guidelines, including Local Agency Guideline (LAG) Manual. The following will be provided with the plans prepared:

**a. Alignment and cut/fill lines**

Consultant will prepare the preliminary alignment and will provide cut/fill lines, proposed preliminary permanent easements layout, and proposed preliminary temporary construction easements (TCEs) layout, and proposed right-of-way acquisition lines to the survey team for preparation of a ROW plan meeting WSDOT certification requirements after the 60% AGENCY review taking into consideration AGENCY comments.

**b. Site Preparation and Demolition Plans**

A Site Preparation and Demolition plan will be prepared for the selected alternative. These plans will show topography, existing utilities, existing surface features and items for demolition, removal, or salvage.

**c. Roadway Plans & Profiles**

A Plan and Profile plan will be prepared in accordance with AGENCY, WSDOT, and/or AASHTO design standards as appropriate. Traffic modeling will be completed by TRANSPRO as described in work element 8. Signal plans will be completed by TRANSPRO as described in work Element 8 and CONSULTANT will coordinate the Roadway Plan and Profiles for any turn lane queue lengths to meet the modeled signal requirements. . Feasible connection options to the Green River Trail will be included. The intersection at 42<sup>nd</sup> Ave S and S 124<sup>th</sup> Street will be a stop-controlled intersection similar to other intersections along 124<sup>th</sup> Street, such as 43<sup>rd</sup> to 49<sup>th</sup> Ave S. It is not anticipated that any roadway improvements or widening will occur outside the bridge footprint, rather the roadway will taper down to match the existing roadway width and sidewalk. If additional sidewalk is necessary to connect the bridge to the existing sidewalk at the Community Center a 5' sidewalk is assumed. Any future grants to improve roadway sections will require a supplement to design the improved roadway section and any necessary walls needed due to the increased width of the roadway.

**d. Coordination with Districts, Utilities, and Stakeholders**

Construction of this project will affect multiple parties. Coordination will occur as part of Work Element 6. Coordination with AGENCY utilities will occur with this Work Element. This element will include implementing results of Work Element 11 TS&L.

**e. Conceptual Stormwater Management Plan**

Construction of a new bridge and approaches will require pavement replacement. A stormwater management approach will be developed for the project identify whether stormwater runoff treatment and/or stormwater flow control thresholds will be exceeded.

The Low Impact Development Performance Standard will be evaluated and possible scenarios for meeting this requirement will be explored, coordinated with the AGENCY and the final selections incorporated into the Stormwater Report and PS&E.

**f. City of Tukwila Water Main Design**

Construction of a new bridge, in either the existing location or at 124<sup>th</sup> will require the replacement of existing water main or the installation of new water main. CONSULTANT will provide PS&E for the necessary improvements to the water main. For the purpose of this work element it is assumed that the improvements will be for the approaches to and the connection across the bridge.

**12.1 30% Plans and Estimate (P&E)**

This work element was completed in the original contract.

**12.2 60% Plans, Specifications, & Estimate (PS&E)**

This work element item encompasses all the activities associated with the preparation of the 60% Plans, Technical Information Report (TIR) for stormwater, Special provisions, and engineer's opinion of construction cost Estimate (PS&E) documents. Full specifications will not be provided only special provisions for review will be provided at the 60% submittal. A contingency will be incorporated into the estimate to account for the level of completeness. Constructability Review and QA/QC activities are an inherent part of this element per work element 7.

**Deliverables:**

- Electronically delivered plan sheets in pdf format.
- Electronic copy of the estimate's quantities opinion of construction cost.
- Electronic copy of preliminary Special provisions anticipated.
- Electronic copy of the preliminary stormwater TIR.

**12.3 90% PS&E**

This task encompasses all the activities associated with the preparation of the 90% Plans, Stormwater TIR, Special Provisions, and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

- Electronically delivered plan sheets in pdf format.
- Electronic copy of the engineers' opinion of construction cost and quantity calculations.
- Electronic copy of Special provisions.
- Electronic copy of the updated TIR.

**12.3 100% PS&E**



This task encompasses all the activities associated with the preparation of the 100% Plans, Stormwater TIR, Special Provisions and engineer’s opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element. This task affords the AGENCY to review the draft final construction complete construction documents one last time.

**Deliverables:**

- Electronically delivered plan sheets in pdf format.
- Electronic copy of the estimate’s quantities opinion of construction cost.
- Electronic copy of Special provisions.
- Electronic copy of the updated TIR.

**12.4 Bid-ready PS&E**

This work element item encompasses all the activities associated with the preparation of the stamped Bid-ready Plans, stormwater TIR, Special Provisions and engineer’s opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

- One half size electronic copy of the Bid-ready set of stamped and signed Plans
- Electronic copy of the Project Specification Package meeting FHWA funding requirements, in PDF format
- One electronic copy of the engineer’s opinion of construction cost, quantity calculations, and one signed original of the engineer’s opinion of construction costs.
- AutoCAD and/ or Civil 3D complete electronic drawing files
- Electronic copy of the Stormwater TIR – stamped and signed.

**Assumptions:**

AGENCY to provide:

- Title block and CAD standards
- Specification template for AGENCY standard general special provisions

The Following table presents the anticipated bid-ready plan sheets for the S 42<sup>nd</sup> Ave Bridge Replacement Project:

Sheet Name	PS&E Assumed Number of Sheets	PS&E Submittal Phase	
		60%	90%, 100%, & bid-ready
Cover Sheet	1	X	X
Index Legend and Abbreviations	2	X	X
Civil and Structural Demo Plans	4	X	X
Site Prep and TESC	4	X	X
Roadway Plan & Profile/Stormwater	8	X	X
Trail Plan & Profile	2	X	X

City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

Roadway Typical Sections and Details	3	X	X
Trail Typical Sections and Details	1	X	X
ROW	4	X	X
Drainage Details	3	X	X
Utilities	3	X	X
Channelization and Signing	4	X	X
Illumination	5	X	X
Construction Detour Plan	6	X	X
Traffic Control	6	X	X
Roadside Restoration	2	X	X
Bridge Plan & Elevation	2	X	X
Bridge Demo	4	X	X
General Notes	1	X	X
Bridge Construction Sequencing	5	X	X
Temporary Shoring	2	X	X
Bridge Foundation Layout	2	X	X
Shaft Details – Pier 1 and 4	2	X	X
Shaft Details – Piers 2 and 3	2	X	X
Pier 1 Layout (Plan & Elevation)	1	X	X
Pier 1 Details	2	X	X
Pier 2 Layout (Plan & Elevation)	1	X	X
Pier 2 Details	2	X	X
Pier 3 Layout (Plan & Elevation)	1	X	X
Pier 3 Details	2	X	X
Pier 4 Layout (Plan & Elevation)	1	X	X
Pier 4 Details	2	X	X
Framing Plan	2	X	X
Bridge Typical Sections	2	X	X
Girder Details	8	X	X
Diaphragms Details	4	X	X
Deck Reinforcing	6	X	X
Bearing Details	3	X	X
Expansion Joint Details	3	X	X
Bridge Drainage Details	3	X	X
Utility Support Details	2	X	X
Bridge Barrier Details	3	X	X
Bridge Railing Details	2	X	X
Throw Fence Details	3	X	X
Bridge Approach Slabs	2	X	X
Retaining Wall Layouts	4	X	X
Retaining Wall Details	2	X	X
Bar Bending Sheets	4		X
Guardrail	3	X	X
Perm. Signage and Attachments	2	X	X
Landscaping and Irrigation	10	X	X

## **WORK ELEMENT 13 - PHASE 2 SUPPLEMENT - CONSTRUCTION PHASE SERVICES:**

At the discretion of the AGENCY construction phase services may be added as a supplement to this contract. The following presents the envisioned tasks associated with this work element.

### **14.1 Engineering Support During Construction**

In this task CONSULTANT's team will provide on-call engineering support services to the AGENCY during the construction period of the Project. This task encompasses review of and responses to Contractor RFIs; Submittals during the construction phase and preparation of As-built drawings and inventory load rating of the new bridge.

#### **Deliverables:**

- As-built drawings
- Load Rating Analysis and Summary

### **14.2 Optional Construction Management Services**

CONSULTANT's team possess a highly experienced and qualified CM team. In case the AGENCY desires, CONSULTANT staff can augment AGENCY's team to provide CM services for this project. The following are the categorized activities associated with this Task:

Pre-con Meeting; Providing Full-time Construction Project Manager for all aspects of construction activity including oversight of contractors and subcontractors, quality control, safety compliance, managing project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes management of staff, subconsultants, and preparation for monthly invoices and progress reports; provide full-time senior inspectors (except when AGENCY Inspector is on team) to track quantities, daily inspection reports, etc.; Provide Full-time/part-time assistant inspector, as workload requires.; Review and respond to unanticipated conditions that occur during construction; Review requests to change or modify the work shown in the plans and specifications. Also provide recommendations to resolve the issue; prepare as-built drawings; and material testing

#### **Deliverables:**

- Progress Reports; Inspection Daily Reports; Submittal Reviews; RFI Reviews; Monthly Pay Estimates; Change Management; Record of Materials; Pre-con and Construction Photos; Testing and Lab Reports where necessary; Red-line As-built; Close-out.

## Exhibit D - Prime Consultant Cost Computations Summary



City of Tukwila - 42nd Ave S Bridge Replacement  
30% to Bid-Ready

### TRANTECH TEAM BUDGET BREAKDOWN

TranTech	\$	900,736
1 Alliance	\$	26,355
DCI - ROW	\$	31,881
Landau- Geotechnical	\$	45,183
Landau- Environmental	\$	84,246
Natural Waters	\$	55,200
Makers	\$	105,542
Ott-Sakai	\$	48,564
Transpo	\$	50,659
<b>TOTAL PROJECT BUDGET</b>	<b>\$</b>	<b>1,348,366</b>
<b>MANAGEMENT RESERVE</b>	<b>\$</b>	<b>134,837</b>
<b>TOTAL CONTRACT BUDGET</b>	<b>\$</b>	<b>1,483,203</b>



**Public Works Department**

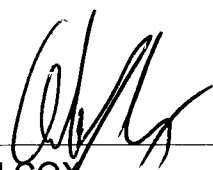
**Encumbrance Notice**      **Initials/Date:** 11/18/2020      **Contract No.:** 20-116

Vendor	<b>TranTech Engineering</b>
Project No.	<b>91810404</b>
Project Title	<b>42nd Ave S Bridge Replacement</b>
Contract Title	<b>42nd Ave S Bridge Replacement - 30% Design</b>
Expires Date	<b>12/31/2022</b>
Contract Original Amount	<b>\$1,078,487.00</b>
This Encumbrance:	<b>\$1,078,487.00</b>

BARs This Change/Supplement applies to	Amount
<b>104.98.595.100.65.00</b>	<b>\$1,078,487.00</b>

**History of Contract Including Change Orders and Supplements**

Date	DateToFinance	Original Amount	Revised Complete Date	Description	Cost
11/17/2020		0	12/31/2022	Original Amt	\$1,078,487.00
<b>Total:</b>					<b>\$1,078,487.00</b>

Checked by:   
**ADAM COX**

Approved by:   
**Public Works Director**



# City of Tukwila

Allan Ekberg, Mayor

Public Works Department - Hari Ponnekanti, Interim Director

November 17, 2020

Mr. Khashayar Nikzad  
TranTech Engineering, LLC  
365 118<sup>th</sup> Ave NE Ste 100  
Bellevue, WA 98005

**NOTICE TO PROCEED: 42<sup>nd</sup> Ave S Bridge Replacement – 30% Design & TS&L**  
**Project No. 91810404, Contract No. 20-116 for \$1,078,487.00**  
**Budget 104.98.595.100.65.00 & PA 91810404.1000.100**

Dear Kash:

Your executed original 2 of 2 of Contract No. 20-116 is enclosed in the amount of \$1,078,487.00. This Notice to Proceed is effective immediately for providing 30% design and the Type, Size, and Location Report for the 42<sup>nd</sup> Ave South Bridge Replacement Project. All work is to be completed by December 31, 2022, unless modified by supplemental agreement.

Please show the project name and Tukwila project number (91810404), contract number (20-116), project accounting numbers and the City budget number on all billings. Please break out labor by individual name, hourly rate, and overhead/loading rate, and also include a monthly work summary.

We look forward to working with you toward the successful completion of this project. If you have any questions, please contact me at 206-431-2446 or [adam.cox@tukwilawa.gov](mailto:adam.cox@tukwilawa.gov).

Sincerely,

obtained via doaminat@do.com  
  
Key: 2020-11-17 10:00:00 AM

Adam Cox, P.E.  
Transportation Project Manager

AC:gl  
enclosure

cc: City Clerk  
File: 91810404.2 (w/ encumbrance notice)  
Notice to Proceed Book

W:\PW Eng\PROJECTS\A-RW & RS Projects\42nd Ave S Bridge Replacement (91810404)\01 Preliminary Engineering\NTP TranTech 20-116 30 11172020.docx



## INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee  
FROM: Hari Ponnekanti, Interim Public Works Director  
BY: Adam Cox, Transportation Project Manager  
CC: Mayor Ekberg  
DATE: September 18, 2020 (revised October 16, 2020)  
SUBJECT: 42<sup>nd</sup> Avenue South Bridge Replacement  
Project No. 91810404  
Design Consultant Selection and Agreement

### ISSUE

Execute an agreement with TranTech Engineering, LLC (TranTech) for plans and engineering services for the 42<sup>nd</sup> Avenue South Bridge Replacement Project for either 30% plans and engineering estimate (P&E) ~~or 100% plans, specifications, and engineering estimate (PS&E).~~

### BACKGROUND

In February of 2020 both the Transportation and Infrastructure Committee (TIC) and the full Council were presented with three options for moving forward with the 42<sup>nd</sup> Ave South Bridge Replacement. It was decided at the February 24, 2020 Committee of the Whole Meeting that Option 3 was preferred. Option 3 included starting design up to the 30% level, which facilitates the City exploring funding options and being adequately prepared to solicit grant funds from both the State and Federal governments. Option 3 also included an in-depth structural inspection of the bridge to illustrate the internal configuration/deterioration of the steel components of the bridge. The in-depth inspection took place on July 22 through July 24, 2020 and the results will be presented to TIC in a separate agenda item.

Upon selecting Option 3 to prepare the 30% design, staff initiated the Request for Qualifications process that is required under federal and state protocol in order to be considered in compliance and eligible for future federal grant requirements. The City advertised in the Seattle Times and the Daily Journal of Commerce on April 28 and May 5, 2020 and four design firms submitted proposal packages on May 19, 2020. Two firms were invited to interview, and TranTech was the highest-rated firm from the selection process. The City then requested that TranTech submit a scope of work and cost estimate for 30% P&E and 100% PS&E.

A traffic count study was performed to get a better understanding of the current usage of the 42<sup>nd</sup> Ave South Bridge and the surrounding side streets. It also gave an understanding of local impacts and reroutes if the bridge should ever be closed to traffic. The counts illustrated the importance of the structure even at a time of reduced traffic due to COVID-19 restrictions. The traffic counts showcased that before and after the inspection, approximately 7,400 vehicles crossed the bridge daily. The number was reduced to an average of 5,000 vehicles during the inspection (the bridge was closed for an 8-hour period during the inspection) and it was open to traffic during nighttime hours. Please see the attached traffic data for details.

### DISCUSSION

The City owns and operates the 42<sup>nd</sup> Ave South Bridge and is required to maintain the infrastructure as the sole owner of the bridge. The 42<sup>nd</sup> Ave South Bridge was constructed in 1949 and has continued to carry vehicular traffic and load-restricted truck traffic for approximately 20 years beyond its designed lifespan. Per the inspection report, this critically deficient bridge should be repaired or replaced. Further analysis indicated that a complete bridge rehabilitation would cost approximately the same, if not more, than a full replacement of the structure due to the bridge's configuration and the bridge's inadequacy to carry current truck loadings.

The 30% P&E package, which Council initiated by selecting Option 3 in February 2020, gives the City the opportunity to be “grant ready.” Being grant-ready means having early (30%) design plans and engineering estimates and a Type, Size and Location (TS&L) report. The TS&L report will describe various options such as alternative conceptual designs as well as locations for proposed structures. The TS&L will enable the City to give clear direction to TranTech, when the City selects one of the listed options. One conceptual option that will be included in the TS&L report is building a new bridge at South 124<sup>th</sup> Street. This option would require additional exploration and coordination, but this is the time to analyze all possibilities. A new bridge at S 124<sup>th</sup> Street will allow the 42<sup>nd</sup> Ave South Bridge to remain operational during construction of a new bridge. However, this will take more coordination to incorporate the existing East Marginal Way with new traffic control, which is beyond the scope of the bridge replacement. With this concept, the City would have the opportunity to apply for funding that is non-bridge related and more transportation related. By moving the replacement bridge structure, additional transportation infrastructure can be updated to keep traffic flowing through the area.

TranTech Engineering has also presented the scope of work and a cost estimate to perform 100% PS&E. Please note, the 100% scope of work and cost estimate is subject to change once the bridge design and location is selected. The 100% “shovel ready” PS&E package will include all the required permits and advertisement-ready plans needed to begin the bridge replacement project and advertise for construction bids.

**FINANCIAL IMPACT**

Council in February was informed that the approximate costs to perform the in-depth inspection was \$39,000 and there was sufficient budget in the Annual Bridge Inspection CIP Program. The 30% design was estimated at \$1.0 million and would require at least six months to complete from the date the contract was awarded. Budget for the \$1M would be funded from the \$680k Solid Waste Utility tax and \$320k from the General Fund.

TranTech’s attached scope of work and cost estimate for a “grant ready” 30% design P&E is \$1,078,487.00 which includes \$98,044.00 in management reserve/contingency. The cost estimate for a complete “shovel ready” 100% design PS&E is \$2,330,488.00, which includes \$211,863.00 in management reserve/contingency. Note, the 100% design cost estimate has the ability to change due to multiple unknowns of the final 42<sup>nd</sup> Ave South Bridge replacement configuration. See attached proposed 2021 CIP sheet for the full funding breakdown.

	<u>Design Estimate</u>	<u>City Funding</u>	<u>Grants/Solid Waste</u>
30% Design Contract Estimate	\$1,078,487.00	\$428,000	\$650,000
100% Design Contract Estimate	\$2,330,488.00	\$980,000	\$1,350,000

The 100% design option is the most time and cost-efficient choice. There will be options for stopping points at 30%, 60% and 100% of the design if needed. The 100% option would allow the City an opportunity to present a shovel ready project sooner to granting agencies and state/federal representatives.

**Grant Funding Information**

The City continues to research funding opportunities beyond the Local Bridge Program grant and is exploring other possible funding partners and other funding sources to accelerate the replacement of the 42<sup>nd</sup> Ave South Bridge. Public Works staff has applied for design funding from the Puget Sound Regional Council that would have been available in 2023 for \$1,500,000; however, we found that the project was not recommended to move forward by PSRC. We have also met with representatives from the Washington State Freight Mobility Strategic Investment Board (FMSIB) and have maintained contacts at BNSF, who have expressed eagerness to assist the City with transportation and freight movement grants. In addition, the Mayor and City Administrator, with assistance from David Foster, the City’s state government lobbyist, have met with each of the members of the 11<sup>th</sup> District delegation, as well as other members in transportation leadership in both the State’s House and Senate (see list).

Staff held discussions with the Port of Seattle and WSDOT Local Programs since the September 21, 2020 TIC. Staff will continue to have discussions with all possible funding partners.



List of Legislators

- Sen Bob Hasegawa, 11<sup>th</sup> District, Rep Steve Bergquist, 11<sup>th</sup> District, Rep Zack Hudgins, 11<sup>th</sup> District
- Rep Jake Fey, Chair House Transportation Committee
- Rep Javier Valdez, Vice Chair House Transportation Committee,
- Rep Sharon Wylie, Vice Chair House Transportation Committee
- Sen Curtis King, Ranking Member Senate Transportation Committee
- Sen Joe Nguyen, Senate Transportation Committee

Upcoming meetings

- Sen Rebecca Saldana, Vice Chair Senate Transportation Committee
- Rep Andrew Barkis, Ranking Member House Transportation Committee
- Rep Vandana Slatter, Vice Chair House Transportation Committee

List of Legislative Staff

- Beth Redfield, House Transportation Staff
- Danny Masterson, Senate Transportation staff
- David Bremer, House Democratic Caucus
- Hannah McCarty, Senate Democratic Caucus
  
- State Transportation Staff
- Ashley Probart, Executive Director, Transportation Improvement Board
- Greg Armstrong, Transportation Improvement Board Engineer

Upcoming meetings

- Kyle McKeon, WSDOT Local Programs

At each of these meetings the City was strongly encouraged to initiate the 30% design immediately in order to be ready for a potential voter-approved transportation package and other grants. It was made very clear that without the initial design completed, the project would not be a strong candidate for grant funding, both on the State and Federal levels.

The City has previously applied for federal grants for the 42<sup>nd</sup> Ave South Bridge without first having the 30% grant ready design in-hand and was not successful. Staff has reached out to receive feedback on those applications from the granting agencies and those conversations have further reinforced that the City must prepare design at this level to compete successfully. Staff have learned that projects that are ahead in design are placed in earlier years of funding package. City staff held a meeting with Ashley Probart, the Executive Director of the Transportation Improvement Board and was told that the City would be in a significantly better position to seek funding from all granting agencies with design completed.

Staff strongly believes that a 30% design, better cost estimates and considering alternating locations for the replacement bridge will make this project grant ready, improving the City's chances to successfully receive grant funding. Some of the grant options are:

- Local Bridge Program (formally known as BRAC)
- State grant programs, including Public Works Board
- Washington Freight Mobility Strategic Investment Board (FMSIB).
- Federal grant programs (BUILD grant)
- Transportation Improvement Board (TIB) and

In addition, as mentioned above, there remains at least some interest in Olympia to explore a voter-approved transportation package in the next few years. This project could be very viable for inclusion, particularly given its impact on regional freight mobility and the fact that the City has a strong partner, with influence in Olympia, in BNSF.

## **RECOMMENDATION**

Local governments play a key role in funding, operating, and maintaining local roads, bridges, airports, transit facilities, drinking water, sewer systems, and other types of infrastructure. The City has an obligation to maintain its current infrastructure. Replacement options for the 42<sup>nd</sup> Ave South Bridge are needed at this time. Safety must be of paramount concern in the design, construction, maintenance, and traffic operations of the City's infrastructure. It is also in the City's economic benefit to create a comprehensive and coordinated maintenance/replacement program to facilitate freight movement between and among local, national and international markets.

A significant bridge replacement project like this will take several years to get designed and constructed. Given the low sufficiency rating of the existing bridge structure, proceeding with the design will make sure that we will have adequate time to replace the bridge before fatigue deterioration due to the truck traffic.

There are two recommended options for making progress on this project. Staff would like Council's consideration of both options listed below:

1. Council is being asked to approve, at a minimum, the 30% design P&E contract with TranTech Engineering, LLC, in the amount of \$1,078,487.00 for the 42<sup>nd</sup> Ave South Bridge Replacement Project.
2. Council is also being asked to consider 100% design in the amount of \$2,330,488.00, with possible stopping points at 30%, 60% and 100% of the design.

Depending on the decision made by TIC at the September 21 meeting, staff is seeking direction for the next steps for Options 1 or 2 and to consider this item at the September 28, 2020 Committee of the Whole.

### Update as of October 16, 2020

Council is being asked to approve the consultant agreement with TranTech Engineering, LLC. In the amount of \$1,078,487 for 30% design P&E and Type, Size, and Location Report for the 42<sup>nd</sup> Ave South Bridge Replacement and consider this item at the October 26, 2020 Committee of the Whole and subsequent November 2, 2020 Regular Meeting.

Attachments: 1 Proposed 2021 CIP  
2 Consultant Scoring Sheet  
3 30% Consultant Agreement

## Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): TranTech Engineering, LLC	
Address 365 118 <sup>th</sup> AVE NE STE 100 Bellevue WA 98005	Federal Aid Number
UBI Number 602507862	Federal TIN 68-0607809
Execution Date 11/6/2020	Completion Date 12/31/2022
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title 42nd Avenue South Bridge Replacement 30%	
Description of Work  City of Tukwila desires to replace the existing bridge structure with a new bridge. The project consists of preparing a Type, Size, and Location (TS&L) report and 30% Plans and Estimate (P&E) for the replacement of the 42nd Ave S Bridge. One of the intermittent goals of the initial 30% P&E phase is to create a streamlined Type, Size and Location (TS&L) Report.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Total Amount Authorized: \$980,443 Management Reserve Fund: \$98,044 Maximum Amount Payable: \$1,078,487.00

### Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- Exhibit H      Liability Insurance Increase
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

Agreement Number: 20-116

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Tukwila hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: 20-116

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Adam Cox  
Agency: City of Tukwila  
Address: 6300 Southcenter Blvd., Suite 100  
City: Tukwila State: WA Zip: 98188  
Email: Adam.Cox@TukwilaWA.gov  
Phone: (206) 431-2446  
Facsimile: (206) 431-3665

**If to CONSULTANT:**

Name: Khashayar Nikzad  
Agency: TranTech Engineering, LLC  
Address: 365 118th Ave SW, Suite #100  
City: Bellevue State: WA Zip: 98005  
Email: Knikzad@trantecheng.com  
Phone: (425) 453-5545  
Facsimile: (425) 453-6779

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

### **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

**XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Adam Cox  
Agency: City of Tukwila Public Works Department  
Address: 6300 Southcenter Blvd., Suite 100  
City: Tukwila State: WA Zip: 98188  
Email: Adam.Cox@TukwilaWA.gov  
Phone: (206) 431-2446  
Facsimile: (206) 431-3665

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

H.P.  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 11/4/20

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 11/6/2020

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

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**Exhibit A**  
**Scope of Work**

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Federal Aid No.

See attached Exhibits

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# City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

## EXHIBIT A

### CITY OF TUKWILA 42<sup>ND</sup> AVE S BRIDGE REPLACEMENT

#### PHASE 1 SCOPE OF WORK

##### **Background:**

This project will replace the existing City of Tukwila's (City) 42<sup>nd</sup> Ave South Bridge with a new multi-span bridge.

The existing 42<sup>nd</sup> Ave South was built in 1949. It is a 3-span bridge that is 280-foot-long (30':220':30') and 28-foot wide (24' curb-to-curb) with the main span consisting a through-truss that spans over the Duwamish River. The existing bridge has a sufficiency rating of 7.56 SD and is considered Structurally Deficient and Functionally Obsolete. The 2018 Average Daily Traffic volume (ADT) was 10,300 vehicles per day with 30% of those vehicles being heavy trucks. The 42<sup>nd</sup> Ave South Bridge is a primary crossing of the Duwamish River for the Allentown neighborhood, the Burlington Northern Santa Fe (BNSF) Intermodal Facility, and the Baker Commodities Facility which are considered as major stakeholders of this project.

Improving the level of service is extremely important on the 42<sup>nd</sup> Ave South Ave. as it serves in excess of 10,000 vehicle per day with 30% of those vehicles being trucks and it is the only viable route for container trucks entering and leaving the Tukwila BNSF Intermodal Facility. The Bridge on this important roadway facility is not only narrow, only 24 feet curb to curb, but also has many structural deficiencies and is currently load posted, restricting the free movement of that freight.

City of Tukwila desires to replace the existing bridge structure with a new bridge and has tasked TranTech Engineering, LLC's team (TranTech) to preparing a Type, Size, & Location Report (TS&L) and 30% Plans and Estimate (P&E) as part of the Phase 1 of this project.

It is TranTech's understanding that Phase 2 services consisting of 60%, 90%, and 100% Plans, Specifications, & Estimate (PS&E) submittals, bid ready documents and environmental permitting documentation for the bridge will be supplemented to the TranTech's contract following completion of the Phase 1 services at a future date. Furthermore, the City of Tukwila reserves the right to retain the services of TranTech's team for Phase 3 of the project consisting of construction phase engineering services and construction inspection and management.

All work performed by TranTech's team shall be in accordance with the WSDOT Local Agency Guidelines (LAG) Manual for federally funded projects, in anticipation of receiving future federal funding.

The following work elements present a summary of the services associated with Phase 1 of the project:

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

### ***Phase 1 Scope Summary:***

1. Project Management
2. Surveying
3. Preliminary Geotechnical Engineering
4. Environmental Permitting (preapplication)
5. Bridge Aesthetics & Landscape
6. Utility Engineering and Coordination
7. Constructability Review, Construction Schedule & Estimation
8. Traffic Control & Traffic Signal
9. Illumination
10. Community Outreach
11. Type, Size & Location Report
12. 30% Plans, & Estimate (P&E)

### ***Future anticipated work as a contract supplement:***

- 60%, 90%, 100% and Bid-ready PS&E
- Completion of permitting documentation
- Ad-ready Construction Documents
- Construction Phase Services

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- AASHTO 2001, “A Policy of Geometric Design of Highways and Streets”
- Washington State Department of Transportation, “Standard Specifications for Road and Bridge Construction”
- Washington State Department of Transportation, “Design Manual”
- Washington State Department of Transportation, “Bridge Design Manual”
- AASHTO LRFD Bridge design Specifications – Seventh Edition
- Washington State Department of Transportation, “Materials Laboratory Outline”
- Washington State Department of Transportation, “Construction Manual”
- Washington State Department of Transportation, “Local Agency Guidelines”
- Highway Research Board’s Manual entitled “Highway Capacity”
- United State Department of Transportation and Federal Highway Administration (FHWA) “Manual on Uniform Traffic Control Devices for Streets and Highways”
- Standard drawings prepared by City shall be used as a guide in all cases where they fit design conditions.
- AASHTO “Guide for the Development of Bicycle Facilities”
- WSDOT Highway Runoff Manual
- WSDOT Hydraulics Manual
- King County 2016 Edition of the King County Surface Water Design Manual (KCSWDM)

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

### WORK ELEMENT 1 PROJECT MANAGEMENT:

This work element includes administration of the contract between the Consultant and the City, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating.
- Meetings and Meeting Minutes – approximately 12 team meetings are assumed for the duration of the design activities.
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
  - a. Schedule and coordinate with design team.
  - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
  - c. Prepare, monitor, and update project schedule. Monitor project budget.
  - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
  - e. Maintain regular informal contact telephone discussions, and electronic mail.
  - f. Obtain, with assistance from the City, rights of entry necessary for geotechnical studies, etc.

#### **Deliverables:**

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

### WORK ELEMENT 2 SURVEYING:

This Work Element is performed by 1-Alliance to provide topographic survey and engineering basemaps of the existing 42<sup>nd</sup> Ave South Bridge and its surroundings, including pick-ups of flagging for Ordinary High-Water Mark (OHWM) of the river and topo mapping of the river bank 100 feet east and west of the existing bridge and 500 feet north and south approaches. Survey shall extend laterally to the apparent right-of-way.

Below please find Exhibit A, Surveying Limits.

#### 2.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

#### 2.2 Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then propagated, as required, utilizing standard terrestrial total station measurements.

##### 2.2.1 Geodetic Survey Control

2.2.1.1 Survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.

2.2.1.2 Vertical Datum shall reference the North American Vertical Datum of 1988 (NAVD88).

##### 2.2.2 Cadastral Survey Control

2.2.2.1 Public Land Survey System monumentation required for right-of-way resolution.

#### 2.3 Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. Topographic— approx. 1500 linear feet along 42<sup>nd</sup> Ave South and intersections of adjoining streets. The consultant shall locate and map visible features necessary for the creation of an engineering design base map. Typical features include:

- 2.3.1 Topographic and Planimetric, including channelization.
- 2.3.2 Edge of Pavement, gravel, grass, concrete, etc.
- 2.3.3 Curb and sidewalk, including curb cuts and ADA ramps.
- 2.3.4 Signs and signals, poles and appurtenances.
- 2.3.5 Trees, 4" in diameter or greater, and edges of significant vegetation.
- 2.3.6 Walls, rockeries, and fences (or faces of).
- 2.3.7 Ground measurements to generate a digital terrain model at one-foot contours.
- 2.3.8 Visible improvements situated within the described mapping limits.
- 2.3.9 Bridge abutment as-builts and soffit elevations.

**2.4 Utility Surveying Services**

This task includes the mapping of utilities throughout the survey limits. The Consultant shall arrange for underground 'conductible' utility locating, by means of a private utility firm.

2.4.1 Surface Observable: power poles, vaults, risers, fire hydrants, water valves/meters, gas valves, traffic signal/traffic control boxes, and overhead utility lines.

2.4.2 Stormwater and Sanitary sewer structures shall be located. Standard efforts will be made for obtaining pipe invert elevations, size, and materials.

**2.5 Office Processing**

This task includes the office processing of the collected survey data, data extraction, field book reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

**2.6 Right-of-Way and Boundary Resolution(s)**

2.6.1 Right-of-Way – Resolve right-of-way within the project limits.

2.6.2 Parcel Resolution – Resolve boundaries for parcels

**Assumptions:**

- Rights-of-Entry will be provided by the City.
- Traffic control, if required, will be implemented and billed as an invoiced ODC.
- Tree Tags, driplines/canopies are not a part of the scope services.
- Setting of property corners is not a part of the scope of services.
- A record of Survey is not a part of the scope of services.
- Up to 60 Ordinary High-Water Mark flags, set by others, to be located.
- Title reports with underlying documents for parcels to be provided by the CITY.

**Deliverables:**

- Topographic Survey with 1-foot contour intervals (electronic copy).
- AutoCAD Surfaces (DTM Files) (electronic copy) or any other desired electronic source file.
- ASCII file of control points.

Exhibit A, Surveying Limits



## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

### **WORK ELEMENT 3            GEOTECHNICAL ENGINEERING:**

This Work Element, the purpose of which is to provide preliminary geotechnical engineering recommendations and reporting to support the design team, will be performed by Landau Associates, Inc. The preliminary geotechnical engineering effort will include the following activities:

#### **3.1 Review Existing Geotechnical Information**

Consultant will review readily available existing subsurface exploration data for the project area. This will include a review of subsurface information previously gathered by others as part of the nearby King County Allentown Trunk and Sound Transit Central Link Light Rail projects. The purpose of reviewing this data is to facilitate the planning of the Consultant's subsurface exploration program and incorporate geotechnical information from previous explorations into the Consultant's preliminary geotechnical design considerations and recommendations. The data review will also include a review of published geologic and topographic information for the project area.

#### **3.2 Geotechnical Support Related to Preparation of the TS&L Report**

Consultant will evaluate the above described information collected by others from the project area in order to develop preliminary geotechnical engineering conclusions and recommendations related to preparation of the TS&L Report. Preliminary geotechnical engineering conclusions and recommendation will be prepared for a replacement bridge that is located within the corridor that the existing bridge is currently located, as well as within the South 124<sup>th</sup> Street corridor.

#### **3.3 Geotechnical Investigation Program**

To characterize subsurface soil and groundwater conditions along the selected bridge alignment, Consultant will subcontract a drilling contractor to advance up to four exploratory borings at or near the proposed bridge foundation locations using a track-mounted drill rig. The Consultant's cost estimate includes budget to advance two borings each to a depth of about 90 ft below ground surface (bgs) and two borings each to a depth of about 60 ft bgs. The Consultant's cost estimate also includes budget to subcontract a small tracked excavator to clear brush and/or create relatively level working surfaces for the drill rig. The Consultant's cost estimate also includes budget to stabilize areas of disturbed ground with mulch or straw at the completion of the subsurface investigation. Finally, the Consultant's cost estimate includes budget to obtain access permission from King County for the two borings that will be advanced along or adjacent to the Green River Trail.

A geotechnical representative of the Consultant will observe the advancement of the exploratory borings, obtain soil samples from the borings, and prepare field logs of conditions observed. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure. The soil samples will be delivered to the Consultant's laboratory for further examination and classification. Soil samples obtained from the exploration will be held in the laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. While monitoring wells are not planned for the proposed borings, groundwater occurrence will be noted on the summary boring logs. Upon completion of sampling and logging, the borings will be decommissioned in accordance with the requirements of Chapter 173-160 of the Washington



## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

Administrative Code (WAC). Excess cuttings from the exploratory borings will be properly disposed of offsite. If present, the pavement section at borehole locations will be patched using fast setting concrete.

Prior to performing the above described field activities, Consultant will arrange for underground utility location (“call before you dig”). Consultant will also hire a private utility locating service to check for the presence of buried utilities at planned boring locations.

Consultant will complete a geotechnical laboratory testing program consisting of natural moisture content and grain size and/or Atterberg Limits determinations on selected soil samples to aid in classifying site soils. Laboratory testing will include up to 30 moisture content determinations and 16 grain size distributions or Atterberg limits determinations.

### **3.4 Preliminary Geotechnical Engineering Analysis**

Consultant will evaluate the information collected as part of the above described data review and field investigation program in order to develop preliminary geotechnical engineering conclusions and recommendations related to the preliminary design (i.e. 30 percent) of the proposed replacement bridge.

### **3.5 Draft and Final Preliminary Geotechnical Reports**

Deliverables will include a draft geotechnical report containing preliminary geotechnical conclusions and recommendations. A final preliminary geotechnical report will be created that contains the results of mutually agreed upon consolidated comments from other team members and the City.

The preliminary geotechnical reports will include the following information:

- Summary logs and a site plan showing the locations of the exploratory borings advanced by the Consultant.
- Seismic design criteria in accordance with applicable AASHTO standards.
- A preliminary qualitative evaluation of the liquefaction and lateral spread hazards at the project site, if warranted. If such hazards exist at the project site, a detailed evaluation of the liquefaction and lateral spread hazards would need to be performed during a subsequent design phase of the project.
- Recommendations for site preparation and fill placement, including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill; guidance for preparation of subgrade soil, which will support the bridge approaches; and criteria for structural fill placement and compaction.
- Geotechnical recommendations for the preliminary design of deep foundations for the proposed replacement bridge, as well as temporary foundation support for the existing bridge if it will be used as a temporary bridge during construction of the replacement bridge. The recommendations will include preliminary estimates of the following: tip elevation, axial resistance, downdrag loads and loss of side resistance during seismic loading, uplift resistance, lateral shaft analysis, and construction considerations.
- Lateral earth pressure criteria for design of proposed bridge abutment walls and permanent retaining walls including equivalent fluid densities for the active, at-rest and passive states of stress.

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

- A discussion related to known or anticipated geotechnical issues that should be considered during final design of the project or that could influence construction of the replacement bridge. The discussion will include methods to mitigate such issues, if identified.
- Recommendations for supplemental geotechnical services to support final design of the proposed replacement bridge.

### **3.6 Meeting Participation**

For estimating purposes, it is assumed that the Consultant's geotechnical engineer will participate in up to three internal meetings with the design team for consultation during preliminary design of the project.

#### **Assumptions:**

- The replacement bridge will consist of a two or three-span structure with no in water foundation elements.
- The replacement bridge will be located either within the corridor that the existing bridge is currently located or within the South 124<sup>th</sup> Street corridor.
- Permits will not be required to clear brush and/or create relatively level working surfaces for the drill rig.
- Consultant will not need to provide preliminary foundation design recommendations for more than 3 different foundation options.
- Additional exploratory borings may be required if during the design process the locations of the bridge foundations change.

#### **Deliverables:**

- An electronic (Adobe PDF) copy of the draft Preliminary Geotechnical Report
- An electronic (Adobe PDF) copy of the final Preliminary Geotechnical Report

**WORK ELEMENT 4 ENVIRONMENTAL PERMITTING (PREAPPLICATION):**

This Work Element will be performed by Landau Associates, Inc. to provide environmental permitting documentation for preapplication support for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. Consultant therefore assumes that the WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, Consultant assumes that this project can be authorized under a NEPA Categorical Exclusion (CE). The necessary work elements associated with preapplication documentation are assumed to be:

**4.1 Wetland/Waterway Delineation**

Consultant will conduct wetland delineations in accordance with the US Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the 2010 USACE Regional Supplement to the Wetland Delineation Manual. The ordinary high-water mark (OHWM) of waterways will be delineated using guidance provided in Ecology's Determining the Ordinary High-Water Mark on Streams in Washington State. The high tide line for the Duwamish River, which is tidally influenced in the project area, will be obtained from available tide gauge data and field observation.

Consultant will compile and review environmental information from readily available public domain resources to gain a general understanding of potential wetland issues at the site. Public domain resources include, but are not limited to:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping
- Local Critical Areas mapping
- US Geological Survey topographic mapping
- Recent aerial photography.

The field investigation will include an examination of vegetation, soils, and hydrology within the project area for two alternative alignments. Flagging will be placed along the wetland/waterway boundaries and will be confined to the project area. Any wetland/waterway habitat that extends beyond the project area, and within 200 ft (referred to as the study area), will be estimated both visually and using public domain resources to assess extent. Included in this task is time to provide the project surveyors with a hand-sketch of wetland/waterway boundaries to assist the surveyors to locate project flagging. Consultant also included time to review the survey map and request any necessary changes to accurately represent existing wetland/waterway conditions.

Wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with applicable Critical Areas regulations. Stream typing and buffer widths will be based on Chapter 18.45 of the TMC, and the water typing system promulgated in WAC 222-15-131.

Consultant will prepare a draft Wetland and Waterway Delineation Technical Memorandum for the selected alternative with the information obtained from field delineation and ratings. The memorandum will be acceptable to the City for shoreline permitting and other regulatory agencies that will include:

- A summary of the methodology used

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field data sheets
- A scaled site map showing the locations of wetland/waterway boundaries and buffers, locations of wetland data plots, and site topography
- Supporting photographs.

The draft memorandum will be provided to the City for review. Comments will be reviewed and incorporated, as appropriate, into a final Wetland and Waterway Delineation Technical Memorandum. The delineation report memorandum will be used in pre application meetings for the purposes of discussing potential project impacts and determining agency jurisdiction.

This task includes efforts to summarize wetland/waterway delineation results, including figure, for two project alternatives for use in the Type, Size, and Location report.

### **4.2 WSDOT Local Program National Environmental Policy Act Categorical Exclusion Form**

Consultant will prepare a preliminary version of the WSDOT Local Programs NEPA Categorical Exclusion (CE) Form (formerly the Local Agency Environmental Classification Summary). The purpose of the preliminary NEPA CE form is to facilitate discussion with WSDOT Local Programs to determine subsequent NEPA compliance needs.

To complete the preliminary version of the CE form, Consultant will compile and review environmental information from readily available public domain resources to gain a general understanding of relevant environmental resources along the project corridor.

### **4.3 Agency Preapplication Meetings**

Consultant will assist in scheduling and participate in pre-application meetings, as needed, with the City, Washington State Department of Transportation (WSDOT), Washington Department of Fish & Wildlife (WDFW), Washington Department of Natural Resources (DNR), US Army Corps of Engineers, and US Coast Guard to coordinate jurisdictional limits and permit conditions for the project.

This task includes participation in at least two onsite meetings, three conference calls and associated correspondence to support preapplication inquiries.

### **4.4 Permit Matrix**

Consultant will prepare a permit matrix identifying all anticipated environmental permits and a rough schedule including required reviews, duration of reviews by agencies, public notice or comment periods, public outreach requirements, hearings, and other permit related timing constraints. The permit matrix will evaluate permit needs for no more than two alternatives.

#### **Assumptions:**

- The proposed project will receive funding from the FHWA administered through WSDOT Highways and Local Programs.

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

- The preliminary NEPA CE form will only be prepared for the selected bridge alignment.
- The preliminary NEPA CE form will identify individual discipline reports anticipated to be prepared for the project. Development of discipline reports is not included in this scope of services.
- The City will provide access permissions if needed.
- Wetland/waterway boundary flagging will be placed only in accessible parts of the project area.
- Permit matrix will be limited to environmental permits related to SEPA, NEPA and Shoreline compliance, and will not include construction permits, building permits, or stormwater permits.

### **Deliverables:**

- An electronic (Adobe PDF) copy of the preliminary NEPA CE form
- An electronic (Adobe PDF) copy of the draft and final Wetland and Waterway Delineation Technical Memorandum.
- An electronic (Adobe PDF) copy of the permit matrix

**WORK ELEMENT 5 BRIDGE AESTHETICS & LANDSCAPE**

This Work Element is performed by Makers to provide Bridge Aesthetics and Landscaping design. The following outlines the tasks associated with this work:

**5.1 Concept Design for Urban Design Elements**

- a. Review engineering work, site constraints, existing City policies and activities relevant to the project. Assist as requested regarding street configuration and relationship to adjacent properties. Meet with City Staff and Consultant Team to discuss opportunities, constraints and ideas. (Follow-up with selected Staff and team members may be necessary)
- b. Sketch preliminary concepts
- c. Review with staff (one meeting) and engineering team and refine the concepts.
- d. Assist Enviro-issues with public open house. (Event time only)
- e. Review results of the open house with the Staff/Consultant team.
- f. Work up preferred ideas to a 30% design level for aesthetic and landscaping features. Provide drawings in a format compatible with the engineering documents. (Format provided by the engineering team.) Provide narrative description of urban design and/or outline
- g. Prepare 30% design level quantity estimate and opinion of cost estimate for the selected aesthetic and landscaping features.

**Assumptions:**

- City and Enviro-issues will organize the open house and publicize and arrange for the meetings and presentations. Makers will assist in conducting the sessions.
- Makers will not be involved in lighting, electrical or utilities work.
- The budget assumes 6 meetings or conferences with the engineering/City team and one public event (open house).
- The engineering team will provide Makers with CAD layouts, templates and numbering to meet the requirements of the final bid document formatting.

**Deliverables:**

- Concept sketches for the open house
- 30% Documents of urban design (Aesthetic) and landscaping elements in digital format (CAD) as provided by the engineering team.

## WORK ELEMENT 6      UTILITY COORDINATION

This Work Element is performed by TranTech to provide utility coordination and potentially design for the project.

### 6.1      Utility Coordination

Utilities owned and operated by other agencies/entities, other than the City, that are within the project corridor of the bridge improvements will be identified. TranTech will acquire and review record drawings of existing utilities within the project limits and define potential utility conflicts. For the purpose of preparing this scope of work, it is anticipated that up to four (4) utilities are located in the project corridor. Known utilities within the project limits include Puget Sound Energy (PSE) Gas and Electric, Comcast, King County Wastewater Treatment Services and Seattle City Light (SCL).

TranTech will schedule meetings with utility owners to discuss the project and define utility needs and design criteria if the utility is impacted by the proposed bridge improvements. A total of four (4) meetings are anticipated under this subtask. Meeting will be conducted by, and minutes will be prepared by TranTech.

Prepare Memorandum - Prepare a short technical memorandum to outline all the findings on the utilities at and around the project site.

#### Assumptions:

- No utility design is part of this Work Element

#### Deliverables:

- Utility coordination memorandum

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### WORK ELEMENT 7      CONSTRUCTABILITY REVIEW, AND ESTIMATION:

This work element is performed by Ott-Sakai Construction Consultants (OS), to provide constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

#### 7.1      **Constructability review and Cost Estimation**

OS will provide constructability review and cost Estimation of the design team's prepared TS&L Report and Plans, & Estimate (P&E) package at 30% design level.

#### **Deliverables:**

- Constructability Review and Estimation for TS&L Report.
- Constructability Review and Estimation for 30% P&E design level.



## **WORK ELEMENT 8 - TRAFFIC CONTROL AND TRAFFIC SIGNAL:**

This work element is performed by Transpo Group, Inc. (Transpo) to provide traffic analysis, traffic control, detour, and traffic signal plans for the Contractor's use in constructing the proposed bridge and roadway improvements.

### **8.1 Traffic Analysis**

Transpo will evaluate existing and future traffic conditions as described within this subsection at the following intersections:

- 42nd Ave S/Interurban Ave S
- 42nd Ave S/S 124th St
- Interurban Ave S/S 124th St
- Interurban Ave S/Access Roadway

Transpo will coordinate with the City to identify appropriate evaluation criteria for comparing and analyzing potential improvement options.

### **Future Demand**

It is assumed that the Puget Sound Regional Council (PSRC) travel demand model will be used to develop future year traffic projections at the study intersections identified above. The Consultant will coordinate with the Client to identify an appropriate existing year and design year for analysis.

### **Traffic Operations and Level-of-Service**

Synchro (Traffic Signals) and aaSidra (Roundabouts) software will be utilized to analyze existing and future traffic operations, queue lengths, and levels-of-service at the study intersections. The purpose of this analysis will be to establish baseline and future no-build conditions for vehicle delay, level-of-service, and travel times through the intersection for vehicles, transit vehicles, and non-motorized users.

### **Evaluate Options**

It is assumed that the following improvement options will be evaluated:

- Option 1 – S 124th St Bridge – Traffic Signal
  - S 124th St is connected to Interurban Ave S with a new bridge across the Duwamish River.
  - A new traffic signal is installed at the S 124th St/Interurban Ave S intersection.
  - The north leg at the 42nd Ave S/Interurban Ave S intersection is removed.
  - The existing signal at 42nd Ave S/Interurban Ave S is modified as needed and the Interurban Ave S/Access Roadway intersection is signalized, if warrants are met.
- Option 2 – S 124th St Bridge – Roundabout

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- S 124th St is connected to Interurban Ave S with a new bridge across the Duwamish River.
  - A new roundabout is installed at the S 124th St/Interurban Ave S intersection.
  - The north leg at the 42nd Ave S/Interurban Ave S intersection is removed.
  - The existing signal at 42nd Ave S/Interurban Ave S is modified as needed and the Interurban Ave S/Access Roadway intersection is signalized, if warrants are met.
- Option 3 – 42nd Ave S Bridge – Existing Condition

The options will be evaluated against previously established evaluation criteria to help refine and prioritize the potential improvement options for each intersection. In cooperation with the Client and project team, a scoring matrix will be developed with appropriately weighted evaluation criteria for the purpose of rating and prioritizing improvement options.

### **Conceptual Drawings of Improvements**

The Consultant will develop conceptual drawings of Options 1, 2, and 3 utilizing survey data (if available) and/or readily available aerial imagery. The conceptual drawings will represent an approximately 10 percent design level.

### **Summary Report**

The Consultant will prepare a final report that summarizes the results of the traffic analysis, evaluation of alternatives, and the Project Team's recommendations. Following one round of comments from the Client, the report will be finalized.

### **Deliverables:**

- Concept drawings
- Summary traffic analysis report

## **8.2 Traffic Control**

The Consultant will prepare traffic control plans, special provisions, and engineer's opinion of cost for constructing the proposed bridge and roadway improvements.

Attend a total of 3 team meetings to discuss what type and duration of closures are needed for which phase of the bridge reconstruction.

Attend up to 2 neighborhood meetings to present and discuss closure plans.

The exact limits of the traffic control will be determined jointly between the City and the Consultant; however, the initial scope and fee are based on the listed assumptions below. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans.

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

### Assumptions:

- The limits, details, and types of traffic control plans are unknown at the time of contracting. The Consultant has budgeted to provide up to three generic short-term traffic control plans, and one specific traffic control plan to include:
  - TCP 1: Short term plan, including pedestrian and vehicle detour plan as needed
  - TCP 2: Short term plan, including pedestrian and vehicle detour plan as needed
  - TCP 3: Short term plan, including pedestrian and vehicle detour plan as needed
  - TCP 4: Short term – full closure of Green River Trail plan, including detour plan
- It is assumed that others will prepare all civil-related plans for temporary traffic control. This includes, but is not limited to, the design of temporary curbs, sidewalks, paving, grading, utilities, drainage, structures, geotechnical design, and related work.
- Traffic analysis is not included in task 8.2.
- Special provisions are not included in the Phase 1 deliverables/fee

### Deliverables:

- Traffic Control packages for TS&L design level.

### **8.3 Traffic Signal Design**

Transpo will prepare traffic signal plans, and engineer's opinion of cost for constructing traffic signal improvements/modifications for the project.

### Assumptions:

- The traffic signal design deliverables/fee is based on Option 1 from sub-task 8.1.
- The existing traffic signal at the 42nd Ave S/Interurban Ave S intersection will continue to operate during construction and temporary signal modifications will not be required.
- Temporary traffic signals will not be required during construction at the S 124th St/Interurban Ave S, 42nd Ave S/S 124th St, and/or Interurban Ave S/Access Roadway intersections.
- Permanent signal improvements at the 42nd Ave S/Interurban Ave S intersection are anticipated to primarily include:
  - Removing the existing mast arm and traffic signals for southbound 42nd Ave S traffic
  - Modifying the existing phasing and traffic signals for northbound 42nd Ave S traffic to be left turn signal heads only
  - Removing pedestrian signal heads and pushbuttons for crossing the north leg of the intersection
- Permanent signal improvements at the Interurban Ave S/Access Roadway intersection are anticipated to primarily include:
  - Fully signaling the intersection to be tied into the existing traffic signal system at the 42nd Ave S/Interurban Ave S intersection

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

- Permanent signal improvements at the S 124th St/Interurban Ave S intersection are anticipated to primarily include:
  - Fully signalizing the intersection
- Existing traffic signal controller and service cabinets will not be impacted by the project and will remain in operation as-is
- Special signal pole foundation design is not anticipated
- Transformer and/or electrical service connection design is not anticipated
- It is assumed that others will prepare all civil-related plans for temporary traffic control. This includes, but is not limited to, the design of curbs, sidewalks, paving, grading, utilities, drainage, structures, geotechnical design, and related work
- Special provisions are not included in the Phase 1 deliverables/fee
- Wire termination details and pole chart details are not included in the Phase 1 deliverables/fee

### Deliverables:

- Traffic Signal packages for TS&L and 30% design levels.

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### **WORK ELEMENT 9 ILLUMINATION:**

This work element is performed by TranTech, to provide preliminary illumination design services.

TranTech team will prepare for illumination and signing preliminary design for 30% P&E design level.

Based on the City's selected Alternative, TranTech will provide design services associated with illumination, and permanent signing design. The illumination design is intended for the Bridge and its immediate approaches. TranTech team will prepare 30% plans, and engineering cost estimates. This work element includes the following tasks:

#### **9.1 Illumination**

The design team will discuss guidelines and criteria with the City. The team will develop a design basis report outlining the lighting design approach, AGi32 software, design criteria, target luminance and luminance levels, power densities, wiring schematics, sources (discuss with the PUD service types and locations), color temperature and control intent.

Following the input from the City, the lighting engineer will develop illumination P&E, lighting schedules and provide required fixture catalog cuts.

#### **Assumptions:**

- The bridge will have full illumination for bicycles, pedestrians and vehicles.
- The approaches will have full illumination and transition to existing conditions as required.

#### **Deliverables:**

- Illumination P&E at 30% design levels.

## WORK ELEMENT 10 COMMUNITY OUTREACH:

This work element is performed by EnviroIssues and TranTech to provide Community Outreach services in the TS&L Phase. Community outreach will be broken into two phases:

### **Phase 1: Early engagement and coordination (at project initiation)**

During Phase 1, EnviroIssues will focus on building relationships with key stakeholders, establish local avenues for project communications and develop a plan for outreach. EnviroIssues will also develop initial project messaging and materials. Outreach will include interviews and briefings with key stakeholders and community organizations to gather initial feedback about the project, potential solutions, decision criteria and tradeoffs and outreach approach.

### **Phase 2: Technical options and tradeoffs (with draft TS&L/pre 30% design)**

During Phase 2, EnviroIssues will focus outreach efforts on broader public engagement to gather feedback on the technical options, potential tradeoffs and impacts, and decision criteria to identify a preferred solution. Outreach will include stakeholder briefings, an online open house, an in-person public event and broad public notification.

## **10.1 Community outreach plans**

### ***Objectives***

Through collaboration with the project team, City and the surrounding community, EnviroIssues will create an overall community outreach plan and phase-specific plans that set outreach goals, methods and messaging.

### ***Activities/Approach***

- EnviroIssues will do initial research into the community, including previous and current engagement and a demographic analysis to help guide the outreach approach.
- EnviroIssues will create a general community outreach plan that sets the overall project goals, messaging, etc.
- EnviroIssues will develop outreach plans for phase 1 and 2, outlining goals and strategies specific to each phase that allows us to build in flexibility as the project team learns more about community needs.

### **Assumptions**

- EnviroIssues will lead development of community outreach plans and update consistently as community needs are better understood.

### **Deliverables**

- General community outreach plan, assumes 2 rounds of review, to be updated up to 2 times
- Phase 1 community outreach plan, assumes 2 rounds of review, to be updated up to 2 times
- Phase 2 community outreach plan, assumes 2 rounds of review, to be updated up to 2 times

## **10.2 Stakeholder interviews, briefings and phone calls**

### ***Objectives***

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

In the light of Covid 19 restrictions and in partnership with the project team, EnviroIssues will support City staff to schedule, develop questions and materials for, conduct, and document stakeholder interviews through website and webinar facilitations and/or phone briefings for Phases 1 and 2. Outreach to stakeholders will include area residents, businesses, community and cultural organizations, and others. The purpose of the initial interviews and follow-up briefings will be to further understand community interests, concerns and priorities related to the bridge replacement and how the community would like to stay informed and engaged during this and future phases of the project, including pre-construction and construction phases. The interviews, briefings and phone calls provide an opportunity for key stakeholders to share their unique perspectives on the project issues and potential solutions prior to broader community outreach. The interviews, briefings and phone calls also provide an opportunity for the City to get ahead of and/or proactively address stakeholder concerns and questions prior to outreach to the broader public and share how stakeholder input has been used to inform City decisions.

### ***Activities/Approach***

- EnviroIssues, with the support of the project team, will identify project stakeholders and tailor an engagement approach that best suits individual stakeholder needs.
- A phased approach to direct engagement will be used starting with 1) interview, 2) briefings and gather feedback and correspondence to close the loop with stakeholders.
- Stay Home, Stay Safe orders will be considered when determining which engagement approach to use.

### ***Assumptions***

- Representatives from the City and consultant team will attend online interviews and briefings.
- EnviroIssues will facilitate scheduling interviews and briefings, either in person or via online platforms.
- EnviroIssues will draft meeting minutes and additional notes.
- Time billed to attending in-person activities includes up to 30 minutes of travel each way.
- EnviroIssues will record feedback received during these outreach activities in Task 10.3.

### ***Deliverables***

- Assume up to 6 stakeholder interviews and summaries
- Assume up to 6 briefings and summaries
- Assume up to 10 emails
- Assume up to 10 phone calls and associated summaries

## **10.3 Online engagement**

### ***Objectives***

Online engagement will be robust as measures to address the COVID pandemic limit in-person activities. Online engagement tools will include an online open house, project website, email correspondence and an online webinar.

EnviroIssues will develop an online open house website to share project information and interact with the public. An online open house tool is particularly helpful to solicit broader public input

## City of Tukwila 42<sup>nd</sup> Ave S Bridge Replacement

from those who are unable to attend the in-person meeting yet still have a desire to provide their input on the project. The online open house includes use of a custom sub-domain website that will be seamlessly linked from the City's website, have a project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e. for smart phones, tablets, etc.), integration social share, and a full report of comments submitted.

### ***Activities/Approach***

- Develop online project-specific website within City's website which is maintained by the City
- Develop online open house to share project information and solicit community feedback
- Plan and implement an online workshop to engage with community stakeholders.
- Develop up-to-date content and coordinate with City to update the project website.
- Correspond and share information with public via email.

### ***Assumptions***

- EnviroIssues will coordinate with the consultant team and City to develop content and graphics for an online open house.
- EnviroIssues will use the Participate Online platform to develop the online open house.
- EnviroIssues will lead online open house development and online open house updates.
- EnviroIssues will coordinate translation of online open house in up to 4 additional languages. The City will be responsible for directs related to translation services.
- EnviroIssues will lead planning and implementation of an online webinar to coincide with the online open house. Assume 1 preparation meeting with all participating staff.
- Consultant team and City staff will attend the online webinar to provide technical and expert information.
- Community comments and feedback will be collected and tracked for the duration of the online open house.

### ***Deliverables***

- Participate Online online open house, content updated up to 1 time.
- Online open house look and feel.
- Presentation for online webinar, assumes 1 round of review.
- Webinar plan assumes 1 round of review.
- Webinar agenda and annotation agenda assumes 1 round of review.
- Webinar summary assumes 1 round of review.
- Spreadsheet tracking all communications, comments, and feedback collected in this Task and task 10.2.

## **10.4 Outreach materials**

### ***Objectives***

EnviroIssues will develop a suite of materials and notifications to encourage stakeholders to engage with the project and share project information.



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### ***Activities/Approach***

- EnviroIssues will develop a project look-and-feel, including branding (standards for project material color, font, etc.) and document templates, utilizing any City-established guidelines as a starting point where they are available.
- EnviroIssues will develop content for the City's project website to provide details about the project including a schedule and engagement timeline. EnviroIssues will collaborate with the City to post website content for Phase 1 and 2.
- EnviroIssues will develop content and graphics for project fact sheet/FAQs, to provide an overview of the project during Phase 1 and 2 outreach phases. EnviroIssues will also collaborate with the City to provide needed materials translation/transcreation.
- EnviroIssues will develop an overview presentation to be used during Phase 1 at the stakeholder interviews and an updated presentation to be used during Phase 2 for stakeholder briefings.
- Materials will be translated into languages identified by the project team.
- Materials will present project information, including existing conditions, an outline of ways the public can provide feedback, information about design options, and project contact information.
- EnviroIssues will develop notifications for the project, including:
  - Content and graphics for a postcard to notify the local community about the project and upcoming Phase 2 online engagement opportunities.
  - Content and graphics for up to two (2) different sized display ads during Phase 2 outreach.
  - Content for up to three (3) email updates for the City to share with interested stakeholders.
  - Content and graphics for one (1) yard sign to share the online engagement site.
  - Content and images for up to two (2) rounds of social media content for Phase 2 outreach.

### ***Assumptions***

- EnviroIssues will work with the project team and City to develop content for materials.
- EnviroIssues will circulate drafts of materials with the project team and City for approval before distributing to the public.
- EnviroIssues will assist the project team in developing graphics, including maps, and format materials.
- The City will be responsible for covering the direct costs associated with printing and mailing materials.
- EnviroIssues will coordinate translations, the City will be responsible for direct costs.
- The City will coordinate the posting of social media content on City social media accounts.
- EnviroIssues will assist in developing project website updates in coordination with the project team.
- The City will be responsible for updating the project website.
- EnviroIssues will draft project updates to be sent via City listserv.

### ***Deliverables***

- Look and feel of outreach material in full collaboration with the City

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- Fact sheet, assumes 1 round of review, up to 2 updates
- FAQ, assumes 1 round of review, up to 2 updates
- Presentation, assumes 2 rounds of review
- Mailed postcards, assumes 1 round of review
- Up to 2 display ads, assumes 1 round of review
- Yard signs, assumes 1 round of review
- Social media content, assumes 1 round of review, up to 2 updates
- City-provide translated versions of final materials listed above
- Draft up to 2 project website updates, assumes 1 round of review
- Draft up to 2 email listserv updates, assumes 1 round of review

### **10.5 Outreach summaries**

#### ***Objectives***

EnviroIssues will summarize feedback heard through the three phases of community engagement activities including online engagement, interviews, briefings and phone calls, to communicate the engagement process and how community feedback was incorporated into the final design.

#### ***Activities/Approach***

- Outline community engagement activities and objectives.
- Summarize feedback.
- Show how feedback was used.
- Reflect on success and lessons learned of engagement activities.

#### **Assumptions**

- The summaries will be shared with the public and partner agencies.

#### **Deliverables**

- Phase 1 community outreach summary, assumes 1 round of review
- Phase 2 community outreach summary, assumes 1 round of review

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### Work Element 11                      Type, Size, Location (TS&L) Report:

Based on the City's input and based on the results from the engineering activities associated with work elements 1 through 11, TranTech will provide structural, civil, roadway, and drainage engineering services with the goal of preparing a TS&L Report that satisfies current WSDOT BDM Section 2.1.5 requirements and will study up to four bridge replacement alternatives. Two alignment alternatives will be studied; one alternative will look at replacing the bridge in its existing location and one alternative will look at replacing the bridge back to its historical location between Interurban Ave S and S 124<sup>th</sup> St.

Evaluation criteria for comparing different alternatives will be developed and scoping level engineering designs and cost estimates for each alternative will be provided.

All activities associated with this task will be closely coordinated with the City and the design team will work as an extension of the City staff for recommending a preferred bridge replacement alternative.

The following describes the design subtasks associated with this work element:

#### 11.1 – Civil/ Roadway Design

a. **Alignment and Right-of-Way Plans**

Consultant will prepare the preliminary alignment and ROW plan to include proposed right-of-way acquisitions, proposed preliminary permanent easements layout, and proposed preliminary temporary construction easements (TCEs) layout, for each studied alternative.

b. **Site Preparation and Demolition Plans**

A preliminary Site Preparation and Demolition plan will be prepared for each of the studied alternatives. These plans will show topography, existing utilities, existing surface features and items for demolition, removal, or salvage.

c. **Roadway Plans & Profiles**

A preliminary Plan and Profile plan will be prepared for each of the studied alternatives in accordance with City and AASHTO design standards as appropriate for the projected 20-year ADT level of traffic. The City shall provide all current and historical traffic count data available to assist in determining an approximate 20-year ADT projection. It is assumed a formal traffic count will be conducted as part of this scope of work for 42<sup>nd</sup> Ave, 124<sup>th</sup> Street and Interurban Ave. For the alignment option at S 124<sup>th</sup> Street traffic modeling will be completed by the Transpo Group as described in work element 8. The modeling will be utilized to determine if a roundabout (single lane or two lane) or a signal is the best intersection option for the S 124<sup>th</sup> Street and Interurban Avenue S location. The modeling, coordination with the City and King County, and estimates for each option will be utilized for arriving at the recommended S 124<sup>th</sup> Street and Interurban Avenue S intersection option. Feasible connection options to the Green River Trail will be included. For the TS&L phase it is assumed the intersection at 42<sup>nd</sup> Ave S and S 124<sup>th</sup> Street will be a stop controlled intersection similar to other intersections along 124<sup>th</sup> Street, such as 43<sup>rd</sup> to 49<sup>th</sup> Ave S. and

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this will not be modeled or designed for during the TS&L portion of the project. If the 124<sup>th</sup> Street location is selected, the intersection of 124<sup>th</sup> Street and 42<sup>nd</sup> Ave intersection will be designed in a future phase.

### **d. Coordination with Districts, Utilities, and Stakeholders**

Construction of this project will affect multiple parties. Coordination will occur as part of Work Element 11. Additional coordination with outside utilities will occur as part of Work Element 6. Coordination with City utilities will occur with this Work Element. This element will include implementing results of Work Element 11 into the TS&L.

### **e. Conceptual stormwater management plan**

Construction of a new bridge and approaches will require pavement replacement. A conceptual stormwater management approach will be developed for each project alternative to identify whether stormwater runoff treatment and/or stormwater flow control thresholds will be exceeded. For each alternative the Low Impact Development Performance Standard will be evaluated and possible scenarios for meeting this requirement will be explored.

## **11.2 TS&L Report**

Consultant will prepare horizontal and vertical alignment alternatives for the project to support the analysis of up to four bridge alignment alternatives. The horizontal alignment for the project has been determined by the existing roadway alignment. However, the exact alignment remains to be fixed based on detailed survey information.

An opinion of cost will be prepared based on the alternatives. The opinion of cost will be based on unit prices and incorporate about a 30% contingency to account for the level of completeness of plan preparation, and to reflect experience on similar projects within the region.

An evaluation matrix will be developed for purpose of comparing the costs, construction feasibility, staged construction flexibility, and other criteria as may be developed during the work. Selection of the preferred alternative will be made by the City stakeholders, and the preferred alternative will be carried forward in the design.

### **Deliverables:**

- Up to four alternative roadway/bridge plans and profiles
- Opinion of Cost for each alternative
- Evaluation matrix

### **Design Criteria for Civil, Roadway, Stormwater, and Traffic Control Elements:**

Reports, plans, and estimates, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

- City Standards and Specifications.
- AASHTO 2011, “A Policy of Geometric Design of Highways and Streets; 6<sup>th</sup> Edition”;

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- AASHTO 2004, “A Guide for Achieving Flexibility in Highway Design of Highways; 1st Edition”;
- Washington State Department of Transportation, “Standard Specifications for Road and Bridge Construction”;
- Washington State Department of Transportation, “Design Manual”;
- Washington State Department of Transportation, “Standard Plans”
- Washington State Department of Transportation, “Materials Laboratory Outline”;
- Washington State Department of Transportation, “Construction Manual”;
- Washington State Department of Transportation, “Local Agency Guidelines”;
- Highway Research Board’s Manual entitled “Highway Capacity”;
- FHWA and USDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”;
- WSDOT Highway Runoff Manual;
- WSDOT Hydraulics Manual;
- King County – 2016 Edition of the King County Surface Water Design Manual

### 11.3 Structural Design

Based on input from the City and engineering activities associated with work elements 1 through 11, TranTech’s structural team will perform preliminary structural design associated with up to four viable bridge replacement alternatives for each of the investigated alignments (i.e., existing and S124th). The design will follow most current WSDOT Bridge Design Manual (BDM), AASHTO, and City requirements.

Throughout the structural design activities, special care will be given to incorporate low impact design approaches like noise reduction, minimization of traffic impacts, Life Cost Analysis based on City-desired parameters, and environmental protection.

Our bridge design activities start with a review of the gathered data provided by team members including survey, geotechnical, hydrology, traffic, civil, etc.

Throughout our preliminary structural assessment/design of the studied alternatives, we will be in continuous communication with the City for consultations on parameters like structure location, length and vertical clearance. Also, required roadway elevations would be addressed.

Our approach will be to work together with the City and our design team to address all engineering aspects of this bridge replacement project to optimally assess up to **four viable bridge replacement** alternatives for each of the investigated alignments. The team will recommend one alternative for a preferred alignment that possesses most of the City-desired attributes to advance to full design stage.

All engineering work will be done per AASHTO LRFD Bridge Design Specifications - sixth Edition, WSDOT Standard Specifications 2020 M41-10, WSDOT Bridge Design Manual M 23-50, June 2019 and current City Standards.

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All data and final products will become the property of City upon project completion. All data will be provided in a mutually agreeable format.

### **Deliverables:**

- Draft TS&L Report
- Final TS&L Report

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### WORK ELEMENT 12      30% P&E

This work element is performed by TranTech to provide 30% level P&E documentation in accordance with WSDOT LAG Manual.

#### **12.1 30% Plans and Opinion of Cost**

This work element item encompasses all the activities associated with the preparation of the 30% Plans and engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this element.

#### **Assumptions:**

City to provide:

- Title block and CAD standards

#### **Deliverables:**

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of construction cost.
- Electronic PDF copies of the Plans and opinion of construction cost in both PDF and Excel.

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**WORK ELEMENT 13 - PHASE 2 SUPPLEMENT- AD-READY DESIGN**

At the discretion of the City additional design phase services may be added as a supplement to this contract.



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**WORK ELEMENT 14 - PHASE 2 SUPPLEMENT - CONSTRUCTION PHASE SERVICES:**

At the discretion of the City construction phase services may be added as a supplement to this contract.

## **Exhibit B**

### **DBE Participation**

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TranTech Engineering, LLC (Prime CONSULTANT) is a certified Underutilized, Disadvantaged Business (UDBE) D2W0025137. Our Partners, 1 Alliance Geomatics, (UDBE D4M0022928), Ott-Sakai (UDBE #D4M0023226), EnviroIssues (DBE #D2F0022763) and Makers (DBE #D2F0022439) are also UDBE and DBE certified.

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Agreement Number: 20-116

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see Exhibit A-Scope of Work for description of format and standards to be used.

B. Roadway Design Files

Please see Exhibit A-Scope of Work for description of format and standards to be used.

C. Computer Aided Drafting Files

Please see Exhibit A-Scope of Work for description of format and standards to be used.

Agreement Number: 20-116

D. Specify the Agency's Right to Review Product with the Consultant

---

E. Specify the Electronic Deliverables to Be Provided to the Agency  
As needed per Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided  
See Exhibit A

Agreement Number: 20-116

## II. Any Other Electronic Files to Be Provided

Please see Exhibit A-Scope of Work for electronic deliverables per task.

## III. Methods to Electronically Exchange Data

Email, CD, flash drive, file share, FTP site.

A. Agency Software Suite

B. Electronic Messaging System

Outlook, text

C. File Transfers Format

**Exhibit D**  
**Prime Consultant Cost Computations**

---

See attached Exhibits

Agreement Number: 20-116

**Exhibit D - Prime Consultant Cost Computations Summary**



City of Tukwila - 42nd Ave S Bridge Replacement

**TRANTECH TEAM BUDGET BREAKDOWN**

TranTech	\$	629,461
1 Alliance	\$	89,614
Landau- Geotechnical	\$	72,328
Landau- Environmental	\$	31,660
Makers	\$	26,623
Ott-Sakai	\$	25,781
Transpo	\$	49,693
EnviroIssues	\$	55,283

**TOTAL PROJECT BUDGET** \$ 980,443

**MANAGEMENT RESERVE** \$ 98,044

**TOTAL CONTRACT BUDGET** \$ 1,078,487





Exhibit E - Sub-consultant Cost Computations										
City of Tukwila - 42nd Ave S Bridge Replacement										
Work Element 2 - Surveying - 1 Alliance										
	Principal	Project Manager	Project Surveyor	CADD	Tech	Tech	Tech	Assist PM	Admin	Total
Work Element 2										
2.1 Survey PM, Admin, QA/QC	4	16	4					8	8	
2.2 Survey Control	2	4	8	24	30	30				
2.3 Field Mapping	2	8			90	30				
2.4 Utility Surveying	2	8			30	30				
2.5 Office Processing	2	16	40	100						
2.6 Right-of-Way	8	16	80	16						
Total Staff Hours	20	68	132	140	150	150	8	8	8	676
Direct Rates	\$94.50	\$54.50	\$50.50	\$44.50	\$39.00	\$33.00	\$34.00	\$33.50	\$268	\$29,632
Total Direct Salary Cost	\$1,690	\$3,706	\$6,666	\$6,230	\$5,850	\$4,950	\$272	\$268		\$29,632
										Total Labor Cost
										OH at 133.05% of Direct Labor
										Profit at 28.20% of Direct Labor
										\$39,425
										\$8,356
										Total
										\$77,414
Direct Costs (Mileage, Reproduction, Shipping, etc.)										
										3D Laser Scanner
										UG Utility Locales
										Traffic Control
										Mileage
										Grand Total:
										\$89,614

Exhibit E - Sub-consultant Cost Computations		Principal		Senior Associate		Senior Project		Project		CAD/GIS Tech		Project Coordinator		Total		
City of Tukwila - 42nd Ave S Bridge Replacement																
Work Element 3 - Geotechnical - Landau																
Work Element 3																
3.1 - Review Existing Geotechnical Information		4		16										4		
3.2 - Geotechnical Investigation Program		4		16		64								4		
3.3 - Preliminary Geotechnical Engineering Analysis		16		60				2						4		
3.4 - Draft and Final Preliminary Geotechnical Reports		16		60		16		8						12		
3.5 - Meeting Participation		4		12												
Total Staff Hours		44		164	0	80		10	24					322		
Direct Rates		\$83.08		\$60.10	\$43.27	\$38.61		\$40.75	\$34.92							
Total Direct Salary Cost		\$3,656		\$0	\$7,096	\$3,089		\$408	\$838					\$15,086		
								Total Labor Cost						\$15,086		
								OH at 212.63% of Direct Labor						\$32,078		
								Profit at 27.60% of Direct Labor						\$4,164		
								Total						\$51,328		
Direct Costs (Mileage, Reproduction, Shipping, etc.)																
Drilling Subcontractor														\$250		
Excavation Subcontractor														\$16,400		
Private Utility Locator														\$1,400		
Site Restoration Mulch/Straw														\$400		
Laboratory Testing														\$500		
														\$2,050		
														Grand Total:		\$72,328







Exhibit E - Sub-consultant Cost Computations										
City of Tukwila - 42nd Ave S Bridge Replacement										
Work Element 8 - Traffic Control - Transpo										
	Project Manager	Principal	Engineer VI	Engineer III	Engineer II	Engineer I	Clerical	Total		
Work Element 09										
8.1 - Traffic Analysis										
**PM/Coordination/Invoicing	8		4	4			3			
**Future Demand	2		12	8						
**Traffic Ops and LOS	2		4	8	24					
**Evaluate Options	4		4	8	20					
**Conceptual Drawings x 3	4		2	12	24					
**Summary Report	4		8	16	4					
8.2 - Traffic Control										
**PM/Coordination/Invoicing	8	2					3			
**Team Meetings x 3	6									
**Neighborhood Meetings x 2	8									
**TCPs x 4	10				12	26				
8.3 - Traffic Signal Design										
**PM/Coordination/Invoicing	16	2					3			
**Perm Signal Plans x 4	16				48	32				
Total Staff Hours	88	4	30	48	132	58	9	369		
Direct Rates	\$52.16	\$94.81	\$61.06	\$40.87	\$37.74	\$30.77	\$31.25			
Total Direct Salary Cost	\$4,590	\$339	\$1,832	\$1,962	\$4,982	\$1,785	\$281	\$15,770		
									Total Labor Cost	\$15,770
									OH at 186.07% of Direct Labor	\$29,344
									Profit at 28.4% of Direct Labor	\$4,479
									Total	\$49,593
Direct Costs (Mileage, Reproduction, Shipping, etc.)										\$100
									Grand Total:	\$49,693





**Exhibit E**  
**Sub-consultant Cost Computations**

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The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibits

Agreement Number: 20-116

## **Exhibit F**

### **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

**Exhibit G**  
**Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 20-116

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
TranTech Engineering, LLC

whose address is

365 118th Ave SE Suite #100, Bellevue, WA 98005

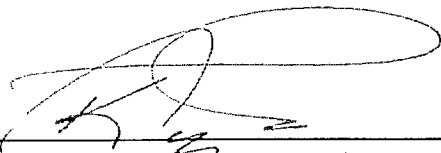
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TranTech Engineering, LLC

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

11/4/20

Agreement Number: 20-116

**Exhibit G-1(b) Certification of**

I hereby certify that I am the:

Project Manager

Other

of the City of Tukwila, and City of Tukwila  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

eSigned via [www.SureSignDoc.com](http://www.SureSignDoc.com)  
*Hari Ponnakanti*  
Key: 2c3e4b8d6712b0c72f02cfc00e8

11/10/2020

Signature

Date

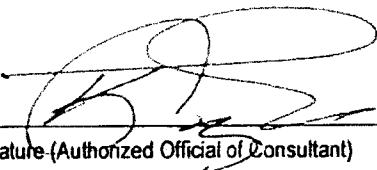
Agreement Number: 20-116

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TranTech Engineering, LLC

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

11/4/20  
Date

Agreement Number: 20-116

### Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

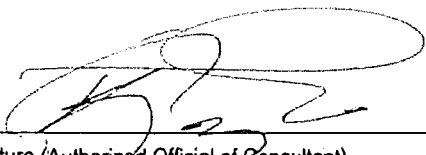
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

TranTech Engineering, LLC

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

11/4/20  
\_\_\_\_\_  
Date

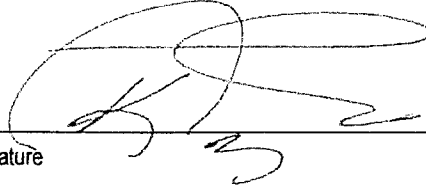
Agreement Number: 20-116

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 42<sup>nd</sup> Ave S, Bridge Replacement are accurate, complete, and current as of 11/4/20.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: TranTech Engineering, LLC

  
Signature

11/4/20  
Title

Date of Execution\*\*\*:

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 20-116



## **Exhibit H**

### **Liability Insurance Increase**

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 20-116

# *Exhibit I*

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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### **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

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# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 20-116

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: 20-116



# COUNCIL AGENDA SYNOPSIS



Meeting Date	Prepared by	Mayor's review	Council review
<b>10/26/20</b>	<b>JR</b>		
<b>11/02/20</b>	<b>JR</b>		

<p>-----Initials-----</p>	<p><b>ITEM NO.</b></p>
---------------------------	------------------------

## ITEM INFORMATION

	STAFF SPONSOR: <b>ADAM COX</b>	ORIGINAL AGENDA DATE: <b>10/26/20</b>
--	--------------------------------	---------------------------------------

AGENDA ITEM TITLE	<b>42nd Avenue South Bridge Replacement 30% Design Consultant Selection and Agreement with TranTech Engineering</b>
-------------------	---

CATEGORY	<input checked="" type="checkbox"/> Discussion <i>Mtg Date 10/26/20</i>	<input checked="" type="checkbox"/> Motion <i>Mtg Date 11/02/20</i>	<input type="checkbox"/> Resolution <i>Mtg Date</i>	<input type="checkbox"/> Ordinance <i>Mtg Date</i>	<input type="checkbox"/> Bid Award <i>Mtg Date</i>	<input type="checkbox"/> Public Hearing <i>Mtg Date</i>	<input type="checkbox"/> Other <i>Mtg Date</i>
----------	--	--	--	---	---	--	---

SPONSOR	<input type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> HR <input type="checkbox"/> DCD <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> TS <input type="checkbox"/> P&R <input type="checkbox"/> Police <input checked="" type="checkbox"/> PW <input type="checkbox"/> Court
---------	--

SPONSOR'S SUMMARY	<p><b>Council is being asked to approve the 30% design contract with TranTech Engineering for the 42nd Ave S Bridge Replacement Project. TranTech was selected from four design consulting firms. This project will replace a 1949 bridge that has reached its lifespan. The project is funded with City funds and solid waste utility taxes. Council is being asked to approve the TranTech Engineering 30% design agreement, which includes the Type, Size and Location report, for \$1,078,487.00.</b></p>
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REVIEWED BY	<input checked="" type="checkbox"/> Trans&Infrastructure <input type="checkbox"/> CommunitySvs/Safety <input type="checkbox"/> Finance Comm. <input type="checkbox"/> Planning/Economic Dev. <input type="checkbox"/> LTAC <input type="checkbox"/> Arts Comm. <input type="checkbox"/> Parks Comm. <input type="checkbox"/> Planning Comm.
DATE:	<b>9/21/20 &amp; 10/19/2020</b>
COMMITTEE CHAIR:	<b>C. DELOSTRINOS JOHNSON</b>

RECOMMENDATIONS:	<p>SPONSOR/ADMIN. <b>Public Works Department</b></p> <p>COMMITTEE <b>Forward to Committee of the Whole</b></p>
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## COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
<b>\$1,078,487.00</b>	<b>\$1,079,000.00</b>	<b>\$0.00</b>

Fund Source: <b>104 BRIDGES &amp; ARTERIAL STREETS</b>
Comments: <b>page 9, Proposed 2021 CIP</b>

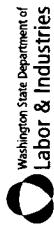
MTG. DATE	RECORD OF COUNCIL ACTION
<b>10/26/20</b>	
<b>11/02/20</b>	

MTG. DATE	ATTACHMENTS
<b>10/26/20</b>	<b>Informational Memorandum dated 09/18/20 and revised 10/16/20</b> <b>Proposed 2021 CIP, page 9</b> <b>Consultant Scoring Sheet</b> <b>TranTech 30% Design Consultant Agreement with Scope of Work &amp; Fee</b> <b>Minutes from Transportation and Infrastructure Committee meeting of 9/21 &amp; 10/19</b>
<b>11/02/20</b>	





Local offices are closed to the public. Please call your nearest L&I office for [local assistance](#) (<https://lni.wa.gov/agency/contact/#office-locations>) between 8-5 Pacific Time weekdays, or dial 360-902-5800.



## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:  ▼

From:  To:

Penalty Due:

▼

Wage Due:

▼

Download all debarment data

Show  ▼ per page

Showing 0 records

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
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There are no records that match your search criteria.

Show  ▼ per page

Showing 0 records  
FirstPreviousNextLast

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## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

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

Project No. 91810404

**DESCRIPTION:** Design and construct a replacement structure for the existing 42nd Ave S Bridge near the Tukwila Community Center. Council approved 30% design with City funding of \$1M in 2020, remaining scheduled in 2022.

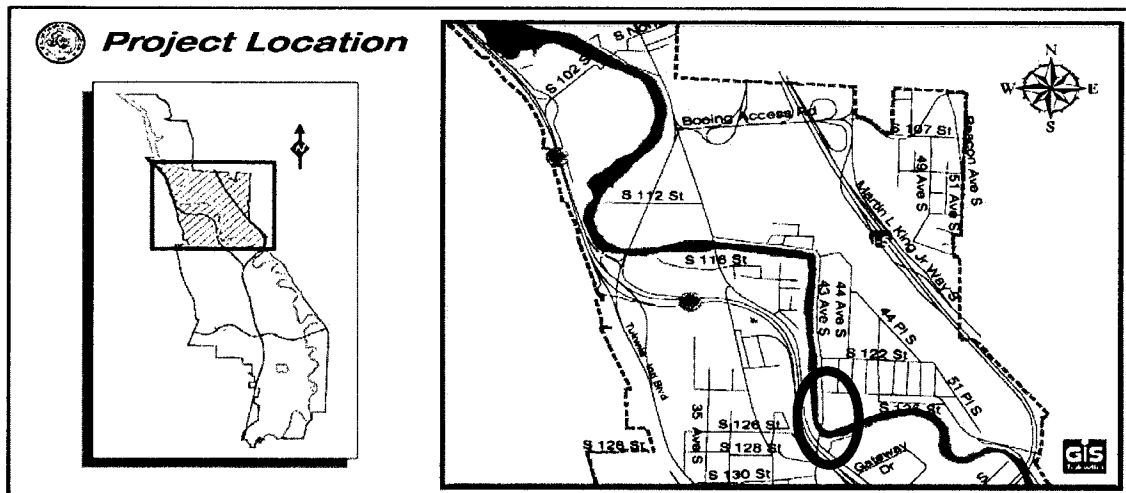
**JUSTIFICATION:** The current bridge has a sufficiency rating of 7.6 (out of 100), is load restricted for AASHTO Type 3 trucks and is structurally deficient. Truck speed was reduced to 15 mph in 2018.

**STATUS:** In 2017 and 2019, Bridge Replacement Advisory Committee (BRAC) funding was submitted, but not awarded. Staff will apply for future BRAC funding during the next call. Applying for STP funding in 2020 for \$1.5m for design.

**MAINT. IMPACT:** New bridge.

**COMMENT:** STP funding has 13.5% match requirement. BRAC funding would be at 80% match for up to \$12 million. Project partners may include FMSIB & BNSF Railroad as they have over 1,800 trips a day on the 42nd Ave S Bridge and it is the only ingress/egress available for their intermodal yard. Also State TIB for \$3M.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
<b>EXPENSES</b>											
Design	19	200	878		1,252						2,349
Land (R/W)					30						30
Const. Mgmt.					250	1,650	1,650				3,550
Construction						7,800	7,800				15,600
<b>TOTAL EXPENSES</b>	<b>19</b>	<b>200</b>	<b>878</b>	<b>0</b>	<b>1,532</b>	<b>9,450</b>	<b>9,450</b>	<b>0</b>	<b>0</b>		<b>21,529</b>
<b>FUND SOURCES</b>											
Awarded Grant											0
Proposed BRAC Grant						6,000	6,000				12,000
Proposed STP Grant						1,000	1,000				2,000
Proposed TIB						1,500	1,500				3,000
Proposed FMSIB							500				500
Solid Waste Utility Tax			650	700	700	710	720	549			4,029
City Oper. Revenue	19	200	228	(700)	832	240	(270)	(549)	0		0
<b>TOTAL SOURCES</b>	<b>19</b>	<b>200</b>	<b>878</b>	<b>0</b>	<b>1,532</b>	<b>9,450</b>	<b>9,450</b>	<b>0</b>	<b>0</b>		<b>21,529</b>









42nd Ave S Bridge Replacement	Approach to DBE Goal	Project Understanding and Approach	Qualifications/Expertise of Project Manager	Qualifications/Expertise of Team	Experience with Utility and Third Party Coordination	Subtotal	Interview	Total	Rank
RHC Engineering*	48	49	49	48	15	15	0	209	
Average Score	16.0	16.3	16.3	16.0	5.0	69.7	#DIV/0!	#DIV/0!	
Henry	15	14	16	15	5	65			
Hari	15	15	15	15	5	65			
Adam	18	20	18	18	5	79			
Peter									

\*Did not interview





**CITY OF TUKWILA  
REQUEST FOR PROPOSALS (RFP) FOR  
South 42nd Avenue Bridge Replacement  
Due: Tuesday, May 19, 2020 by 5:00 p.m.**

The City of Tukwila solicits interest from consulting firms with expertise in Civil and Structural Engineering Design. This agreement will be for approximately one year in duration with the option for the City of Tukwila to extend it for additional time and money if necessary. Consultants will be considered for the following project.

The City of Tukwila reserves the right to amend terms of this "Request for Proposals" (RFP) to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort consultants have spent on their responses.

**Please review the full RFP in the following pages which includes a link to the project documents.**

**Project Description**

The work to be performed by the CONSULTANT consists of preparing a type, size and location study; final design (30%, 60%, 90%, and 100% submittals) and bid-ready documents; and environmental permitting for the South 42<sup>nd</sup> Avenue Bridge Replacement. All work performed by the CONSULTANT shall be in accordance with the Local Agency and Guidelines (LAG) manual. **This project does not currently have a mandatory DBE goal established; however, it is anticipated that a DBE goal will be assigned as the project advances.** ROW acquisition is not anticipated but could become necessary as the design progresses.

**Key Elements:**

- Type, Size and Location report (WSDOT)
- NEPA, SEPA, Shoreline, environmental studies, and WSDOT approvals
- Preliminary Design
- Final design and PS&E
- Coordination with Burlington Northern Santa Fe (BNSF) Intermodal yard
- Coordination with Baker Commodities
- **Mandatory DBE goal TBD**

The City of Tukwila reserves the right to retain the services of the successful firm(s) for any subsequent phases (R/W, CN) associated with this project.

**Evaluation Criteria**

Submittals will be evaluated and ranked based on the following criteria:

- 1) Approach to a DBE Goal
- 2) Project understanding and project approach
- 3) Qualification and expertise of the Project Manager
- 4) Qualification and expertise of the Project Team
- 5) Experience with utility and Third-Party coordination/compliance

**Submittal**

Submittals should be no longer than 10 pages, excluding dividers, and should be on 8-1/2 by 11 paper using 11-point fonts. Pages that are 11 by 17 may be used for charts, exhibits and other illustrative and graphical information only. Submittals should also include the following information: firm name, phone and fax numbers; name of principal-in-charge and project manager; and number of employees in each firm proposed to project.

Please submit FOUR bound paper copies of your Proposal to:

