



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Kate Kruller, Chair
- ❖ Mohamed Abdi
- ❖ Tosh Sharp

Distribution: K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (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, MAY 16, 2022 – 5:30 PM

HYBRID MEETING – ONSITE AND VIRTUAL


DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND FLR

MS Teams: [Click here to join the meeting](#)

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 96968911# 6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Green River Trail Improvements Project PSRC Grant Award and Acceptance (B. Robinson)	a) Forward to the 06/06/22 Regular Consent Agenda	Pg. 1
b) Neighborhood Traffic Calming Program & S 152nd St Safe Routes to School Projects Pedestrian & Bicycle and Safe Routes to School Grant Applications (B. Robinson)	b) Committee approval	Pg. 5
c) Fire Station 53 Exterior Painting Project Contract Award (H. Ancira)	c) Forward to the 05/23/22 Special Consent Agenda	Pg. 9
d) New Transportation Demand Management FTE Position, Grant-Backed (A. Turner)	d) Forward to the 05/23/22 Committee of the Whole and 06/06/22 Regular Consent Agenda	Pg. 17
3. MISCELLANEOUS		

Next Scheduled Meeting: June 6, 2022

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



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Brittany Robinson, Grant Analyst**
 CC: **Mayor Allan Ekberg**
 DATE: **May 13, 2022**
 SUBJECT: **Green River Trail Improvements Project**
Project No. 91810403
PSRC Transportation Alternative Program Grant Award and Acceptance

ISSUE

Acceptance of a Transportation Alternative Program (TAP) Grant Award with the Puget Sound Regional Council (PSRC) in the amount of \$989,000 for the Green River Trail Improvements Project.

BACKGROUND

The Green River Trail Improvements Project is the final section of a larger vision to provide safe and equitable access for pedestrians and cyclists from Tukwila Station to the Tukwila Transit Center and greater Southcenter District. This project aligns with other bicycle and pedestrian infrastructure projects, including the Tukwila Urban Center (TUC) Pedestrian-Bicycle Bridge Project, which was completed in 2016; and the related Baker Boulevard Non-Motorized Improvements Project, which was completed in 2018. Due to funding constraints, the construction of the Green River Trail Project was never completed.

DISCUSSION

TAP grant funding is available every other year for cities and counties to build bicycle, pedestrian, and other community-based transportation improvements in the region. On March 25, 2022, the PSRC provided the City with notice of award for \$989,000 in TAP grant funding for the construction phase of the Green River Trail Improvements project. TAP grant funding will complete the final segment of the Green River Trail Improvements project, which intersects with Christensen Road. The project will widen and pave 700 feet of trail, construct a new pedestrian plaza, and add way-finding signs to major destinations, illumination, and security cameras.

The project is fully designed and permitted, and the grant funds will be used exclusively for construction related activities. The Green River Trail project permits were combined with the Tukwila Urban Center (TUC) Pedestrian-Bicycle Bridge Project and are set to expire at the end of year. Construction must be completed by the end of 2022, or new permits will be required, which would increase the project budget and significantly extend the project timeline. Staff will obligate funds to begin construction in August to meet project completion goals.

FINANCIAL IMPACT

The cost to complete the Green River Trail Improvements project is \$1,297,000, which is based off the most recent Engineer's Estimate. The Puget Sound Regional Council is awarding the City \$989,000 and the City match required to complete the project is \$308,000. The 2021-2022 project budget is sufficient to cover the match.

	<u>Cost Estimate</u>	<u>2021-2022 Project Budget</u>
TAP Grant Award	\$989,000	\$308,000
City Match	<u>308,000</u>	
Project Total	\$1,297,000	

RECOMMENDATION

Council is being asked to formally accept the Transportation Alternative Program (TAP) Grant Award with the Puget Sound Regional Council (PSRC) in the amount of \$989,000 for the Green River Trail Improvements Project and consider this item on the Consent Agenda at the June 6, 2022, Regular Council Meeting.

Attachments: 2021 CIP Page 11
Project Vicinity Map
TAP Grant Award Letter

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Green River Trail Improvements** Project No. 91810403

DESCRIPTION: Construct a widened trail section between the west landing of the Southcenter Pedestrian Bridge and the shared use path on Christensen Road. Includes illumination, CCTV, and provides the fiber connection to the Pedestrian Bridge for operation of CCTV and communication to the light controllers and ped/bike counter.

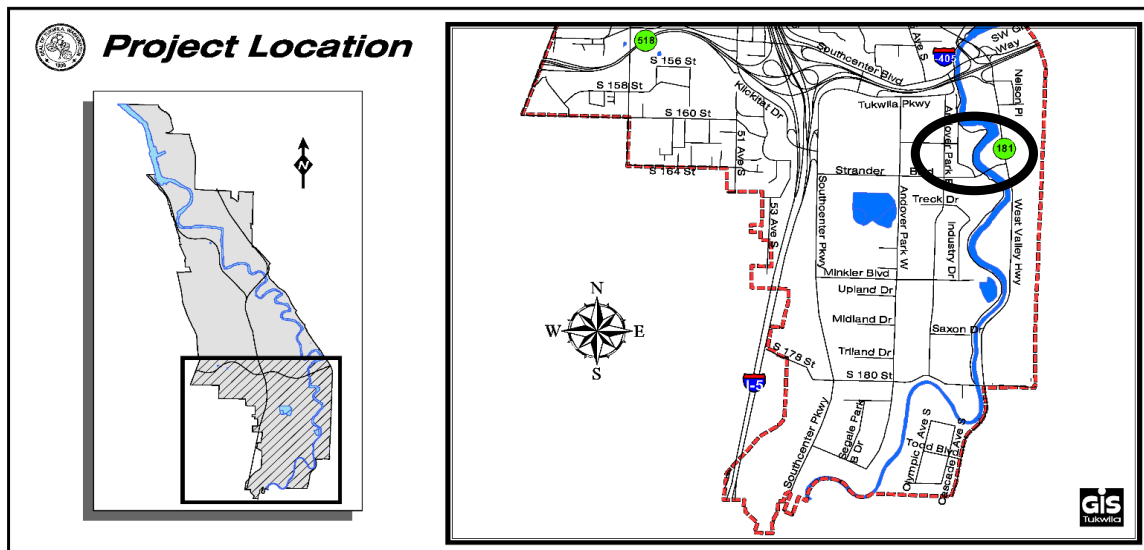
JUSTIFICATION: Wider trail section is needed to accommodate the intermingling of trail and bridge users by providing a wider trail and improved safety features.

STATUS: Designed and permitted as part of the TUC Pedestrian/Bicycle Bridge.

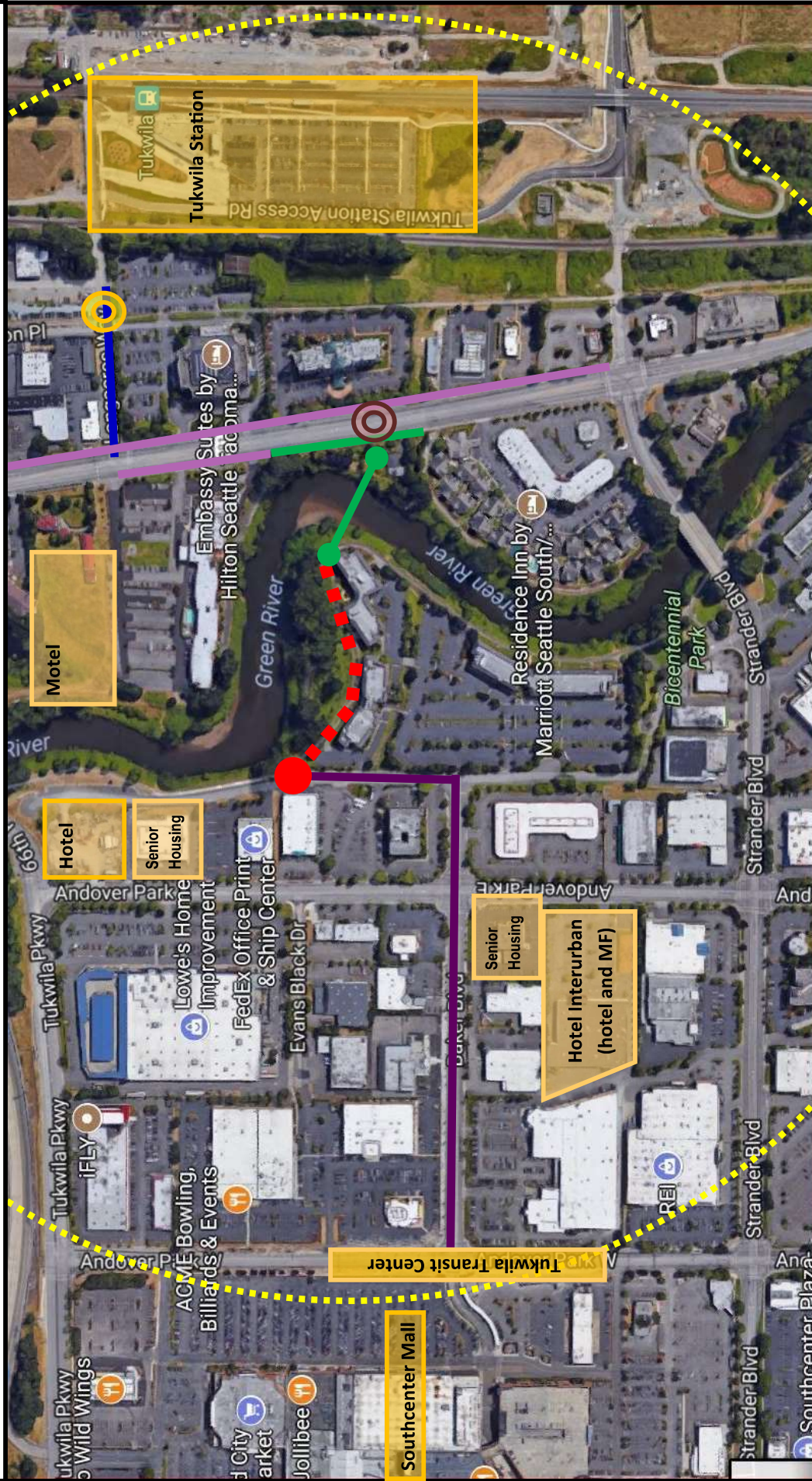
MAINT. IMPACT: Reduced pavement repairs, increased maintenance for illumination and CCTV upkeep.

COMMENT: Project is a subset of the TUC/TOD Ped Imprvmt Project (90710405), the TUC Ped/Bike Bridge Project (90510403) and Baker Blvd Non-Motorized (91610409). All permitting and mitigation was completed as part of the Ped Bridge project. Permitting expires in 2022, delays past this date would need new permit approvals. PSRC grant application in 2018 unsuccessful. Apply for ped/bike grant in 2020.

FINANCIAL (in \$000's)	Through		Estimated								
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL	
EXPENSES											
Design			74							74	
Land (R/W)										0	
Const. Mgmt.				200						200	
Construction				1,000						1,000	
TOTAL EXPENSES	0	0	74	1,200	0	0	0	0	0	1,274	
FUND SOURCES											
Awarded Grant										0	
Proposed Grant			66	900						966	
Mitigation Actual										0	
Traffic Impact Fees										0	
City Oper. Revenue	0	0	8	300	0	0	0	0	0	308	
TOTAL SOURCES	0	0	74	1,200	0	0	0	0	0	1,274	



Green River Trail Connector Project Vicinity and Overview Map



Legend

- **PROPOSED PROJECT: Green River Trail Improvements**
- Baker Blvd Non-Motorized Improvements (completion 5/18)
- West Valley Highway 2-way Cycle Track (construction 2022)
- West Valley Highway NB Thru Lane + Sidewalks (Construction 2022)
- Pedestrian Signal (Construction 2022)
- Rectangular Rapid Flashing Beacon (Construction 2022)
- - - Half Mile Radius



Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 ||| SEATTLE, WA 98104-1035 ||| psrc.org ||| 206-464-7090

March 24, 2022

The Honorable Allan Ekberg
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

Dear Mayor Ekberg:

Congratulations! The Puget Sound Regional Council has selected the following project to receive Transportation Alternatives program funding.

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
Green River Trail Connector Project	Construction \$989,000	June 1, 2023

Your project was one of 9 projects that were approved by PSRC's Executive Board in March 2022 to receive a total of \$13.5 million in federal funding. There is strong demand for resources to build bicycle, pedestrian and other community-based transportation improvements in the region. During this round of funding, PSRC received a total of 27 applications requesting approximately \$37 million.

Securing federal transportation funding for communities in the region is one of the most important responsibilities of the Puget Sound Regional Council. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region's long-term goals for transportation, economic development and growth planning.

We appreciate your leadership and great work by your staff to help this project succeed. Together we're building a better system that provides transportation choices and enhances communities. I look forward to continuing to partner with you on efforts to help the region thrive for the long term.

Warm regards,

Josh Brown
Executive Director
Puget Sound Regional Council

cc: Hari Ponnekanti, Public Works Director
Britanny Robinson, Grant Analyst



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Brittany Robinson, Grant Analyst**
 CC: **Mayor Ekberg**
 DATE: **May 13, 2022**
 SUBJECT: **Neighborhood Traffic Calming Program & S 152nd St Safe Routes to School**
Project No. 80010301 and 91710303
Pedestrian and Bicycle Program & Safe Routes to School Grant Applications

ISSUE

Authorize the submittal of grant applications for two Washington State Department of Transportation (WSDOT) Active Transportation Division grant programs - the Pedestrian and Bicycle Program (PBP) and Safe Routes to School (SRTS).

BACKGROUND

Neighborhood Traffic Calming Program: A Transportation Study was conducted in Allentown to evaluate existing conditions, vehicle volumes and speeds, signage, and five years of historical crash data. The study recommends a comprehensive approach to a variety of improvements to potentially improve safety, calm traffic, and enhance pedestrian mobility.

S 152nd Street Safe Routes to School: The S 152nd Street SRTS project will design new curb, gutter, and sidewalks along the stretch of road between Tukwila International Boulevard and 42nd Avenue S. On-street parking, landscaping, amenities, and wayfinding may also be included after reaching out to the neighborhood to solicit preferences. Design for the project is currently in progress and anticipated to be completed in 2023.

DISCUSSION

The WSDOT Active Transportation Division has issued a call for projects inviting applicants to submit projects for funding through the Pedestrian and Bicycle Program (PBP) and Safe Routes to School (SRTS). Grant applications are due by May 30, 2023 for the PBP and June 6, 2022 for the SRTS. WSDOT typically issues a call for projects for these two fund sources every-other year.

Staff recommends the City submit applications for two projects: 1) construction of traffic calming improvements in the Allentown neighborhood and 2) construction of the S 152nd Street Safe Routes to School Project.

FINANCIAL IMPACT

Funding from PBP and SRTS grants will be available in July 2023. There is no match required for these grants, but preference will be given to projects that provide some match, if the project exceeds \$800,000.

The traffic calming improvements for the Allentown neighborhood are estimated to cost approximately \$500,000 and will not require a match. The construction of the S 152nd Street SRTS project is estimated to cost \$3,000,000. A City match of \$250,000 for the S 152nd Street project is recommended to be competitive. The 2022 project budget of \$260,000 is sufficient to cover the match.

Project	Source	Total Project Cost	Grant Request	City Match
Neighborhood Traffic Calming	PBP	\$500,000	\$500,000	\$0
S 152 nd Street SRTS	SRTS	\$3,000,000	\$2,750,000	\$250,000

RECOMMENDATION

Committee approval to submit grant applications to the Pedestrian and Bicycle Program for Allentown Neighborhood Traffic Calming Project and the Safe Routes to School grant for the S 152nd Street Safe Routes to School Project.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Traffic Calming/Residential Safety Improvements** Project No. 80010301

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

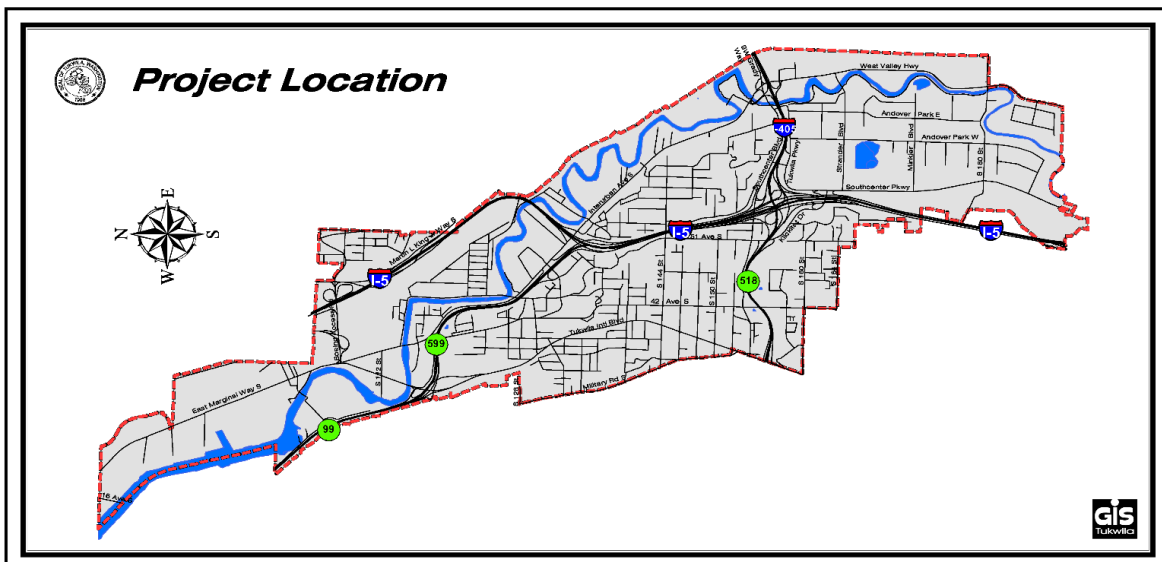
JUSTIFICATION: Neighborhood revitalization by improving residential streets.

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

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

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

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND
EXPENSES									
Design	63	50	100	100					
Land (R/W)									
Const. Mgmt.	37								
Construction	148	0		300					
TOTAL EXPENSES	248	50	100	400	0	0	0	0	0
FUND SOURCES									
ARPA Funding			100	400					
Awarded Grant									
Proposed Grant									
Mitigation Actual									
Mitigation Expected									
City Oper. Revenue	248	50	0	0	0	0	0	0	0
TOTAL SOURCES	248	50	0	0	0	0	0	0	0



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: S 152nd St Safe Routes to School

Project No. 91710303

DESCRIPTION: Install curb, gutter, and sidewalks on both sides of S 152nd St, including widening pavement width by three feet to construct an on-street parking lane as a buffer between the roadway and sidewalk on the north side.

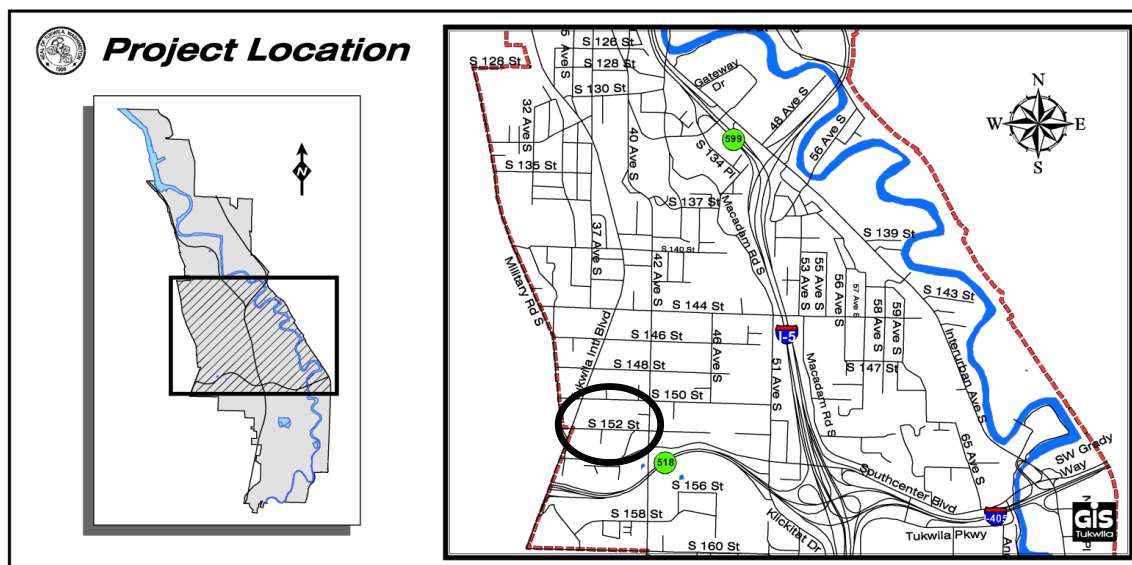
JUSTIFICATION: Enhance safety for students walking to Foster High School, Showalter Middle School, and Thorndyke Elementary School and encourage transportation choices for the neighborhood.

STATUS: Design funded, construction pending SRTS grant funding.

MAINT. IMPACT: New sidewalk and pavement will need to be maintained.

COMMENT: Sound Transit System Access Fund Grant of \$369k for design. Apply for SRTS grant in 2021 for construction.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design			369							369
Land (R/W)										0
Const. Mgmt.				400						400
Construction				2,200						2,200
TOTAL EXPENSES	0	0	369	2,600	0	0	0	0	0	2,969
FUND SOURCES										
Awarded Grant			369							369
Proposed Grant				2,340						2,340
Solid Waste Utility Tax										0
Mitigation Expected										0
City Oper. Revenue	0	0	0	260	0	0	0	0	0	260
TOTAL SOURCES	0	0	369	2,600	0	0	0	0	0	2,969





INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
By: Henry Ancira, Facilities Superintendent
CC: Mayor Allan Ekberg
DATE: May 13, 2022
SUBJECT: Fire Station 53 Exterior Painting Project
 Project No. 92230301
 Contract Award

Issue

Approve a contract with Long Painting Company to paint the exterior of Fire Station 53.

Background

Station 53 was built in 1995, which is when the exterior was last painted. It is located in the North end of Tukwila in a residential neighborhood. Painting the exterior of Fire Station 53 will protect and preserve the building, prevent issues such as rot, and provide a positive aesthetic.

Analysis

Bids for the Fire Station 53 Exterior Painting Project were received by three contractors. The bids were checked, tabulated, and no errors were found. The lowest bid was received from Long Painting Company. Long Painting Company has contracted with the City for previous projects and done satisfactory work, including painting the exterior of the Tukwila Community Center in 2021.

Financial Impact

The lowest bid was from Long Painting Company, with a cost estimate of \$44,848.00, plus tax of \$4,529.65, for a contract total of \$49,377.65. The Fire Station 53 Exterior Painting Project budget allocated in the 2021-2026 CIP is sufficient to cover the contract costs.

	<u>Cost Estimate</u>	<u>2022 Project Budget</u>
Long Painting Contract	\$44,848.00	\$50,000
Sales Tax (10.1%)	<u>4,529.65</u>	
Total	49,377.65	

Recommendation

Council is being asked to approve the contract with Long Painting Company in the amount of \$49,377.65 and consider this item on the Consent Agenda at the May 23, 2022, Special Meeting.

Attachments 2021 CIP, Pg 47
Long Painting Contract

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Facility Improvements Project No. Various

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

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

STATUS: Ongoing.

MAINT. IMPACT: None.

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

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

Facility Projects scheduled for 2021-2022

TCC Exterior Paint/Stain	\$ 140,000	2021
TCC Retrofit HVAC Chiller	10,000	2021
City Hall Seismic Study	40,000	2021
	<u>\$ 190,000</u>	
City Hall Siding Repairs	100,000	2022
Fire Station 53 Exterior Paint/Stain	50,000	2022
	<u>\$ 150,000</u>	



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and LONG PAINTING COMPANY, hereinafter referred to as "the Contractor," whose principal office is located at 21414 68TH AVENUE SOUTH, KENT, WA 98032.

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

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

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

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$49,377.65 (including tax).
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution of this agreement, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

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

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: John Fisher, President

ATTEST/AUTHENTICATED:

Address: 21414 68th Ave S, Kent, WA 98032

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A



March 16, 2022

City of Tukwila

Attn: Mike Sodon

Project: Tukwila Fire station 53 Exterior Repaint

Scope of Work: Pressure wash, Spot prime and apply two full coats of finish to all previously painted surfaces and wood shakes.

BASE BID PRICING	UNIT	VALUE
1) Base Bid	LS	\$ 44,848.00

General Clarifications:

- Assumes matching existing colors & color schemes.
- Owner will be responsible for cutting all shrubs and trees needed for use to access scope of work.
- Proposal assumes overlaying all existing caulking.
- Proposal assumes all existing stained wood shake will be cleaned with a light detergent, primed and two full coats of Superpaint finish.
- Proposal assumes work to be completed before July 7, 2022.

Base Bid Inclusions:

- Includes a 1-year warranty from date of completion.
- Lifts and safety equipment as necessary to complete this scope.
- Mask and protect all finishes not scheduled for paint.
- Pressure wash all exterior surfaces including fencing.
- Apply two coats of finish or to cover for color and millage whichever is more of Sherwin Williams Superpaint to all previously painted surfaces.
- Prime and apply apply two coats of finish or to cover for color and millage whichever is more of Sherwin Williams Superpaint to all wood shake to match wood shake existing color.
- Prep four OH Bay doors and apply one full coat of Bondplex followed by a full coat of Shercryl.
- Prep and apply finish to bollards.
- Prep and apply finish to all gutters and downspouts to match existing color.
- Clean all work areas daily.

Exclusions:

- Washington sales tax
- Painting green window frames and mullions.
- Stained man doors.
- Painting or staining fences.



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

**Sincerely,
LONG PAINTING COMPANY**

Mitchell Higgins
Project Manager/Estimator - Email: MITCHELLH@LONGPAINTING.COM



TO: Transportation & Infrastructure Services Committee

FROM: Nora Gierloff, AICP, DCD Director

**BY: Nancy Eklund, AICP, Long-Range Planning Supervisor
Alison Turner, Sustainable Transportation Program Manager**

CC: Mayor Ekberg

DATE: May 10, 2022

SUBJECT: New TDM FTE Position (Grant-Funded)

ISSUE

The Transportation Demand Management (TDM) Program is creating a new grant-funded Sustainable Transportation Communications Specialist position.

BACKGROUND

Staffing level of the TDM Team varies according to project scopes and available grant funding. Since mid-2019, the team has consisted of 2 full-time contract employees (FTE). With new project grant awards since 2020, the addition of a new FTE will support the team to complete project deliverables.

DISCUSSION

The new contract position will be full time with benefits and will be funded by 4 grants: WSDOT TDM/CTR, WSDOT Regional Mobility Grant, King County Metro grant, and a federal Congestion Mitigation and Air Quality Improvement Program grant. The Communications Specialist will report to the Program Manager and work alongside the Outreach Coordinator. The role will coordinate communications and media to reach residents, commuters, and employers in Tukwila and South King County. Social marketing campaigns and educational resources will help priority populations access sustainable transportation options, reducing traffic congestion and improving air quality in Tukwila.

FINANCIAL IMPACT

There will be no impact to the general fund.

RECOMMENDATION

The Council is being asked to approve the new grant-funded TDM position and consider this item at the May 23, 2022, Committee of the Whole meeting and subsequent June 6, 2022, Regular Meeting.

ATTACHMENTS

Attachment A: Class Specification - Sustainable Trans Comm Spec



Sustainable Transportation Communications Specialist

Class Code:
9087

Bargaining Unit: Not Applicable

CITY OF TUKWILA
Established Date: May 6, 2022
Revision Date: May 6, 2022

SALARY RANGE

\$25.00 - \$30.00 Hourly
\$4,333.33 - \$5,200.00 Monthly
\$52,000.00 - \$62,400.00 Annually

FLSA:

Non-Exempt

DESCRIPTION:

The Sustainable Transportation Communications Specialist plays an integral role on Tukwila's Transportation Demand Management (TDM) Team. Tukwila's TDM Program helps people access sustainable transportation options that reduce drive-alone travel in Tukwila and South King County.

Working under the direction of the Program Manager, the Communications Specialist coordinates communications and media for TDM projects. The position develops social marketing campaigns, maintains the Program's web presence, and creates promotional materials and educational resources. The position supports residents, workers, visitors, employers, property managers, and students by identifying solutions to transportation barriers and addressing the specific needs of those who travel in Tukwila and South King County.

This is a full-time, grant-funded, limited-term position through June 2023, with the potential to extend. The position may occasionally include evening/weekend hours to staff events/meetings. The position has an office location at the City of Tukwila and involves some fieldwork.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develop and implement social marketing campaigns to influence behavior change and encourage sustainable transportation choices;
- Create promotional materials such as ads, videos, brochures, flyers and mailers;

- Create content and manage communications for newsletters and social media posts;
- Manage website content and updates;
- Create presentations, training materials, and educational resources;
- Work with contractors on special projects;
- Track rewards program participation, communicate with participants, fulfill rewards, and process mailings;
- Participate in outreach efforts, presentations and trainings; and
- Participate in grant writing and reporting.

KNOWLEDGE, SKILLS AND ABILITIES:

- Strong communication skills, including written, interpersonal, presentation, facilitation, and listening skills;
- Skill with creating content and using social media platforms;
- Video production skill desired
- Proficiency in use of office software programs and video conference platforms;
- Proficiency with Adobe Creative Suite and other design tools;
- Demonstrates the necessary attitude, knowledge, and skills to deliver culturally competent services;
- Passionate about transit, active transportation, and helping others make sustainable travel choices;
- Knowledge of transportation demand management (TDM) principles is a plus;
- Bi/Multilingual in Somali, Spanish, Vietnamese, or other language spoken by a substantial number of residents is desired.

EDUCATION EXPERIENCE AND OTHER REQUIREMENTS:

Minimum Qualifications: (A) Graduation from a four-year college or university with a degree in communications, marketing, graphic design, or a field of discipline related to the assigned area; AND (B) one year of marketing and community engagement experience; OR (C) Any equivalent combination of experience and education that meets the minimum requirements.