



# City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Armen Papyan, Chair
- ❖ Dennis Martinez
- ❖ Hannah Hedrick

<b>Distribution:</b> D. Martinez A. Papyan H. Hedrick H. Ponnekanti G. Lerner (email)	Clerk File Copy  Share pkt pdf on SharePoint to A. Le, C. O'Flaherty, A. Youn
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## AGENDA

**MONDAY, FEBRUARY 26, 2023 – 5:30 PM**

**HYBRID MEETING – ONSITE AND VIRTUAL**

**DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2<sup>ND</sup> FLOOR**

**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 252508487#**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Contract turnovers and statutory warranty deed for Brix Development (C. Du)	a) Forward to the 03/04/24 Regular Consent Agenda	Pg. 1
b) Nelsen Side Channel and Park Acquisition Project CFT Program Grant Award (M. Perfetti)	b) Forward to the 03/04/24 Regular Consent Agenda	Pg. 37
c) Nelsen Salmon Habitat Side Channel and “Green the Green” Phase 4 – CWM Grant Agr. (C. de Boer)	c) Forward to the 03/04/24 Regular Consent Agenda	Pg. 65
d) Southcenter Boulevard & 65th Avenue South Signal TIB Urban Arterial Prgm. Grant Award (C. de Boer)	d) Forward to the 03/04/24 Regular Consent Agenda	Pg. 79
e) Surface Water Fund – Chinook Wind Public Access Project – Bid Award (M. Perfetti)	e) Forward to the 03/04/24 Regular Consent Agenda	Pg. 93
f) Enhanced Maintenance Plan Consultant Selection and Agreement (S. Edquid)	f) Forward to the 03/04/24 Regular Consent Agenda	Pg. 97
g) South 144th Street Sewer Improvements Design Contract Award (A. Altallal)	g) Forward to the 03/04/24 Regular Consent Agenda	Pg. 113
h) Lift Station No. 2 Structural Modifications Design Agreement (A. Altallal)	h) Forward to the 03/04/24 Regular Consent Agenda	Pg. 129

**Next Scheduled Meeting: 03/25/2023**





TO: Transportation & Infrastructure Services Committee

FROM: Hari Ponnekanti, PW Director

BY: Cherie Du, Development Review Engineer

CC: Mayor McLeod

DATE: February 21, 2024

SUBJECT: Turnover of Infrastructure and Dedication of Right-of-Way  
Tukwila SSP, LLC (Brixx Storage)

## ISSUE

Accept turnover of sidewalks and storm drainage improvements; and dedication of right-of-way from Tukwila SSP, LLC (Brixx Storage)

## BACKGROUND

The Tukwila SSP, LLC project for the Brixx Storage Facility is complete. As conditions of the Public Works permit, Tukwila SSP, LLC has constructed required sidewalk and storm drainage infrastructure and is dedicating right-of-way as part of their required frontage improvements. This has been filed under three separate documents: 1) Perpetual Stormwater Easement and Bill of Sale, 2) Perpetual Sidewalk and Stormwater Easement and Bill of Sale and 3) Right of Way Dedication Deed.

## DISCUSSION

The proposed public improvements have been constructed to City standards and inspected by Public Works staff and are ready for turnover. Dedication of right-of-way is necessary for the half-street improvements that were constructed along S 143<sup>rd</sup> Pl.

## FISCAL IMPACT

The value of the transferred improvements from Tukwila SSP, LLC to the City totals \$86,215: \$33,745 for the stormwater infrastructure constructed across the neighbor's frontage and \$52,470 for the sidewalks and stormwater infrastructure constructed across Tukwila SSP, LLC's frontage. There will be no expense to the City for accepting the 1) Perpetual Stormwater Easement and Bill of Sale, 2) Perpetual Sidewalk and Stormwater Easement and Bill of Sale and 3) Right of Way Dedication Deed.

## RECOMMENDATION

Council is being asked to authorize the Mayor to sign the turnover documents and consider this item on the Consent Agenda at the March 4, 2024 Regular Meeting.

ATTACHMENTS

Perpetual Stormwater Easement and Bill of Sale Packet  
Perpetual Stormwater and Sidewalk Easement and Bill of Sale Packet  
Right of Way Dedication Deed

INFRASTRUCTURE

Neighbor's Frontage

- 12" PVC Storm Pipe – 423 LF
- CB Type II x 3
- 8" Ductile Iron Pipe (DI) – 16 LF
- CB Type I x 1

**Subtotal: \$33,745**

Tukwila SSP, LCC Frontage

- Curb, Gutter, Sidewalks – 617 LF
- CB Type I x 3
- CB Type II x 2
- 12" PVC Storm Pipe – 414 LF

**Subtotal: \$52,470**

**Total Value: \$86,215**

*NOTE: All Brix Storage Development Files are available at the Department of Community Development Permit Center.*

Return Address:

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

### RIGHT OF WAY DEDICATION DEED

**Reference Number(s) of Related Documents:** n/a

**Grantor(s):**

Tukwila SSP LLC, a Delaware limited liability company

**Grantee(s):**

City of Tukwila, a Washington municipal corporation

**Legal Description** (abbreviated: *i.e.*, lot, block, plat or section, township, range):

PTN SW 1/4 SE 1/4 SEC 14, TWP 23 N, RGE 4E

Full legal description on Exhibit B

**Assessor's Property Tax Parcel/Account Number(s):**

336590-1690

THE GRANTOR, Tukwila SSP LLC, a Delaware limited liability company, the owner of the real property described on Exhibit A hereto, does hereby dedicate, convey, and warrant, to the City of Tukwila, a municipal corporation of the State of Washington, its successors and assigns, for the use of the public, the real property described in Exhibit B hereto and illustrated in the attached Exhibit C hereto, which property is situated in the City of Tukwila, in King County, Washington, subject to the matters set forth in Exhibit D hereto.

Grantor requests the Assessor and Treasurer of said County to set over to the remainder of Tax Parcel No. 336590-1690, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided by RCW 84.60.070.

IN WITNESS WHEREOF, said persons have caused this instrument to be executed this 25<sup>th</sup>, day of JANUARY, 2024.

OWNER:

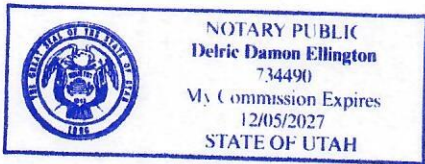
:

Tukwila SSP LLC, a Delaware limited liability company

By: [Signature]  
Brett McDonough, Authorized Agent

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

This record was acknowledged before me on JANUARY 25, 2024 (date) by Brett McDonough as Authorized Agent of Tukwila SSP LLC.



Notarial Stamp/Seal

[Signature]  
Name: DELRIC DAMON ELLINGTON  
NOTARY PUBLIC, State of UTAH  
My appointment expires 12/05/2027

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

**GRANTEE:**

**City of Tukwila**

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

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Approved As To Form by  
City Attorney

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the City of Tukwila, the municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said municipal corporation, for the uses and purposes mentioned in this instrument, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Notarial Stamp/Seal

My appointment expires \_\_\_\_\_

**Exhibit A**

**Legal Description of Grantor Property**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 BLOCK 17, HILLMAN'S SEATTLE GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 24, IN KING COUNTY, WASHINGTON;

THENCE N08° 36'31"E, ALONG THE EAST LINE OF SAID LOT, 250.00 FEET TO THE NORTHEAST CORNER OF SAID LOT AND THE SOUTHERLY MARGIN OF SOUTH 143RD STREET;

THENCE N81°23'38"W, ALONG SAID SOUTHERLY MARGIN AND THE NORTH LINE OF SAID BLOCK 17, A DISTANCE OF 384.27 FEET TO THE NORTHWEST CORNER OF SAID BLOCK AND THE MOST EASTERLY CORNER OF RIGHT OF WAY #5 AS DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6557639;

THENCE S49°35'08"W, ALONG THE SOUTHEAST MARGIN OF SAID RIGHT OF WAY, 60.32 FEET TO THE EASTERLY MARGIN OF INTERURBAN AVENUE SOUTH AND A POINT OF NON-RADIAL INTERSECTION WITH A 2924.79-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S49°35'08"W;

THENCE SOUTHEASTERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 01°55'54", A DISTANCE OF 98.61 FEET TO A POINT OF TANGENCY;

THENCE S38°28'57"E, CONTINUING ALONG SAID MARGIN, 183.95 FEET TO A POINT OF TANGENCY WITH A 1060.00-FOOT RADIUS CURVE TO THE RIGHT;

THENCE SOUTHERLY, ALONG SAID CURVE AND CONTINUING ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 01°20'02", A DISTANCE OF 24.68 FEET TO A POINT ON THE NORTHWEST LINE OF RIGHT-OF-WAY #4 AS DESCRIBED IN SAID QUIT CLAIM DEED;

THENCE N55°26'02"E, ALONG SAID MARGIN, 54.26 FEET TO A POINT OF RADIAL INTERSECTION WITH A 2936.33-FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND THE MOST NORTHERLY CORNER OF SAID RIGHT OF WAY #4;

THENCE SOUTHERLY, ALONG SAID CURVE AND THE NORTHEASTERLY MARGIN OF SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 00°53'15", A DISTANCE OF 45.48 FEET TO THE NORTH MARGIN OF SOUTH 143RD PLACE AND THE SOUTH LINE OF SAID BLOCK 17;



THENCE S81°23'38"E, ALONG SAID MARGIN AND LINE 127.44 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

**CORE DESIGN, INC.**  
**Bothell WA 98011**

Core Project No: 19173  
12/15/2023

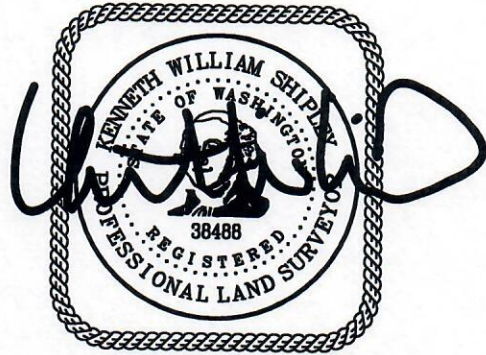
**Exhibit "B"**

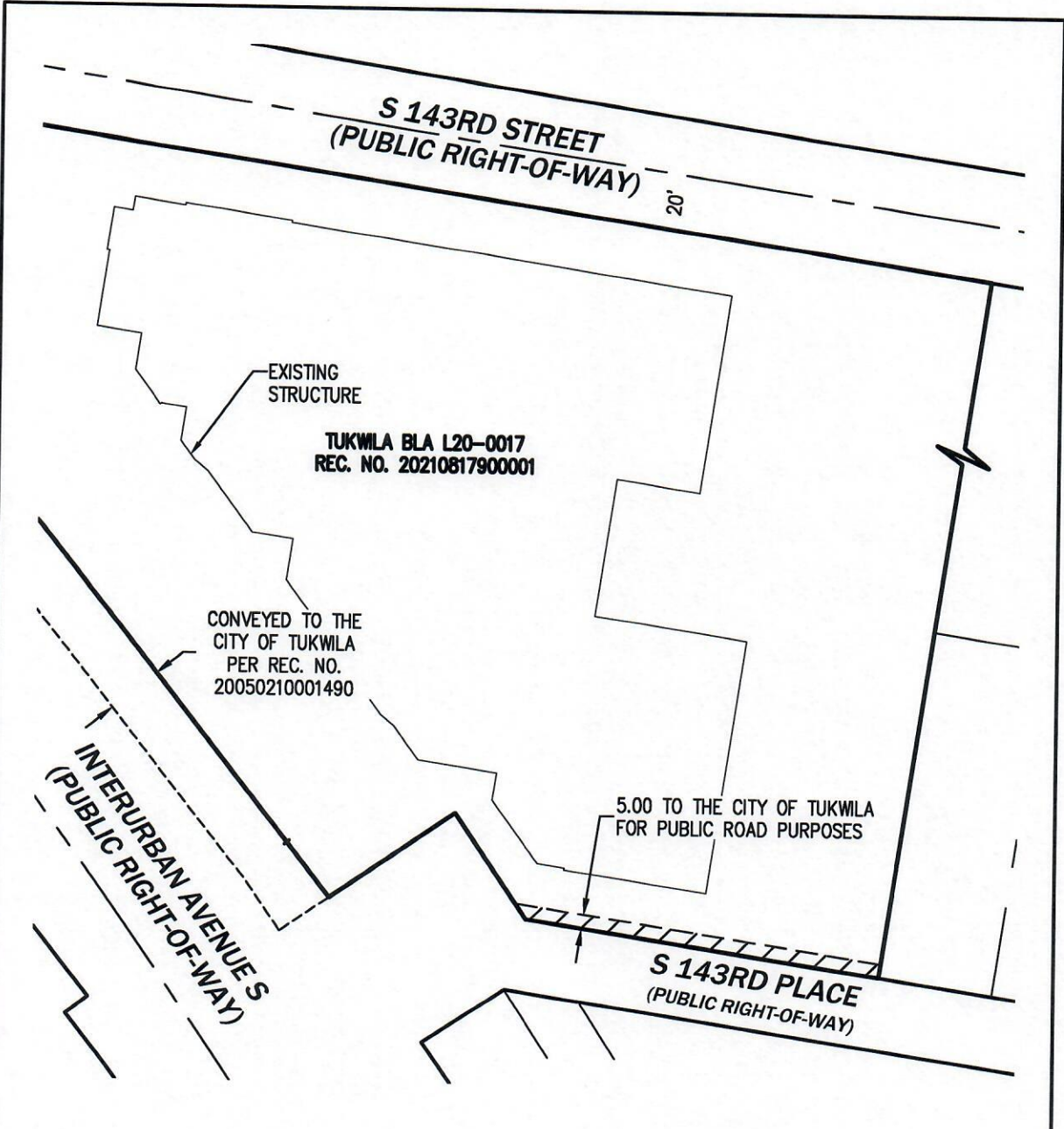
**Legal Description – South 143<sup>rd</sup> Place Right-of-Way Dedication**

The southerly 5.00 feet of City of Tukwila Boundary Line Adjustment Number L20-0017, recorded under Recording Number 20210817900001, parallel and contiguous with the northerly margin of the 12-foot public alley within Block 17, Hillman's Seattle Garden Tracts, according to the plat thereof recorded in Volume 11 of Plats, Page 24, records of King County, Washington.

Contains 649± Square Feet (0.0149± Acres)

12/15/23





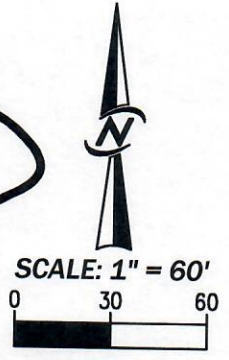
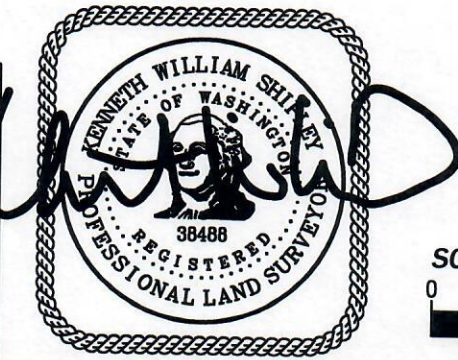
12/15/23

TUKWILA SELF STORAGE  
 S 143RD PLACE R-O-W DEDICATION  
 EXHIBIT C

PAGE  
 1 OF 1

**CORE**  
 DESIGN  
 ENGINEERING - PLANNING - SURVEYING - L.A.  
 JOB NO. 19173

12100 NE 195th St., Suite 300  
 Bothell, Washington 98011  
 425.885.7877 Fax 425.885.7963



## **Exhibit D**

### **Exceptions**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
In favor of: Puget Sound Power & Light Company  
Purpose: Distribution of electricity  
Recording Date: June 25, 1924  
Recording No.: 1885693  
Affects: Portion of said premises
  
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
Granted to: Puget Sound Energy, Inc.  
Purpose: Transmission and distribution of electricity  
Recording Date: August 3, 2023  
Recording No.: 20230803000524  
Affects: Portion of said premises

**CITY OF TUKWILA CAPITAL ASSET ACQUISITION FORM**

**INSTRUCTIONS.** The Owner or Owner’s Representative completes this form for transfer of a capital item to the City. The City Clerk processes the form.

**TRANSACTION.**

1.  **DEVELOPER’S AGREEMENT**

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

Council Action Dated: \_\_\_\_\_

2.  **BILL OF SALE**

Total Construction Cost of Capital Asset: \$ \_\_\_\_\_

Grantor: \_\_\_\_\_ Grantee: \_\_\_\_\_

3.  **OTHER**

Description: \_\_\_\_\_

**ASSET DESCRIPTION.**  Water  Sewer  Storm  Curb/Gutter/Sidewalk  Other

I certify that to the best of my knowledge the above information is true and accurate.

\_\_\_\_\_  
Signature – Department Head Date

I hereby approve the acceptance of the named asset(s) on behalf of the City.

\_\_\_\_\_  
Mayor Date

*Note: Assets over \$40,000 in value require Council action and approval.*

By council action at a council meeting dated \_\_\_\_\_ 20 \_\_\_\_, the above assets were accepted.

\_\_\_\_\_  
Council President Date

\_\_\_\_\_  
ATTEST: City Clerk Date

<b>DOCUMENTATION ATTACHED:</b>			
<input type="checkbox"/> Turnover Request Letter	<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Easements	<input type="checkbox"/> Material List
<input type="checkbox"/> Title Report	<input type="checkbox"/> Record Drawings	<input type="checkbox"/> ROW dedication	<input type="checkbox"/> Other: _____
<b>DISTRIBUTION LIST:</b> <input type="checkbox"/> City Clerk <input type="checkbox"/> Utility Asset Acctg. <input type="checkbox"/> Maint. Div I Utility			

Return Address:

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

**PERPETUAL STORMWATER EASEMENT AND BILL OF SALE**

**Reference Number(s) of Related Documents:** 20230221000820

**Grantor(s):**

- 1) Magellan Creek Partners, LLC, a Washington limited liability company
- 2) Methow Cutthroat, LLC, a Washington limited liability company
- 3) Tukwila SSP LLC, a Delaware limited liability company

**Grantee(s):**

City of Tukwila, a Washington municipal corporation

**Legal Description** (abbreviated: *i.e.*, lot, block, plat or section, township, range):

Ptn of Puget Sound Electric Railroad ROW in NE 1/4 Sec 32 and SE 1/4 Sec 14,  
T23N, R4E

Full legal description on Exhibits B

**Assessor's Property Tax Parcel/Account Number(s):**

000280-0013

**Reference Number(s):** 20230221000820

## Perpetual Stormwater Easement

For and in consideration of sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Magellan Creek Partners, LLC, a Washington limited liability company ("Magellan"), and Methow Cutthroat, LLC, a Washington limited liability company ("Methow") (collectively "Property Owner"), the owners of the real property legally described on the attached and incorporated **Exhibit A** (the "Property"), hereby convey and grant to the City of Tukwila, a Washington municipal corporation, ("Grantee") a perpetual, non-exclusive easement in, along, upon, over, under, and across a ten-foot wide portion of the Property (the "Stormwater Easement Area"), the centerline of which is the centerline of a 12-inch PVC and an 8-inch DI stormwater line connecting catch basins located within the public right of way known as S. 143<sup>rd</sup> Place to an existing catch basin located within the public right of way known as S. 144<sup>th</sup> Street (said stormwater line and appurtenances, the "Improvements"). Said easement alignment follows from CB 3A to CB 3 to CB 1 to the existing CB, as shown in **Exhibit B**. Said easement is granted for the use, maintenance, repair, inspection, expansion, testing, and replacement, of the Improvements, together with all connections and appurtenances thereto, as well as reasonable rights of ingress and egress. Tukwila SSP LLC, a Delaware limited liability company ("Improvement Owner") and Property Owner shall have the right to drain surface water to and through the Improvements as necessary to facilitate the collection and flow of stormwater in accordance with applicable law, and Property Owner shall have the right to use the Stormwater Easement Area for all purposes to the extent consistent with the foregoing easement. The Improvements are depicted on the attached and incorporated **Exhibit B**.

The easements and maintenance obligations set forth in that certain Stormwater Management and Temporary Construction Easement Agreement between Property Owner and Improvement Owner recorded under recording number 20230221000820 in the records of King County, Washington, are hereby superseded and replaced entirely with those set forth in this Stormwater Easement.

### Bill of Sale

Improvement Owner hereby does by these presents hereby dedicate, convey, setover, assign, transfer and warrant to the City of Tukwila, a Washington municipal corporation ("Grantee"), the Improvements, to have and to hold the same for the said Grantee, its successors and assigns forever. The Improvements shall include Stormwater utilities constructed within the above described easement along with those constructed within the South 143<sup>rd</sup> Place and South 144<sup>th</sup> Street rights-of-way, as shown on **Exhibit B**.

Improvement Owner hereby covenants that it is the lawful owner of said Improvements; that the same is free from all encumbrances; that all bills for labor and material associated with the same have been paid; that it has the right to sell the same as aforesaid; that it will warrant and defend the same against the claims and demands of all persons and will pay any costs, including reasonable attorneys incurred by Grantee, arising out of any such claim or demand.

The Improvements and related easement are hereby conveyed in consideration of the agreement of Grantee, for itself, its successors and assigns, to accept ownership of the Improvements and to maintain the same as provided for in applicable city ordinances.

[Remainder of page intentionally left blank; signatures on following pages]





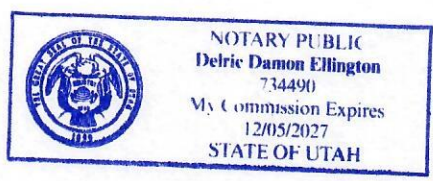


**IMPROVEMENT OWNER:**  
Tukwila SSP LLC, a Delaware limited liability company

By: [Signature]  
Brett McDonough, Authorized Agent

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

This record was acknowledged before me on JANUARY 25, 2024 (date) by Brett McDonough as Authorized Agent of Tukwila SSP LLC.



Notarial Stamp/Seal

[Signature]  
Name: DELRIC DAMON ELLINGTON  
NOTARY PUBLIC, State of UTAH

My appointment expires 12/05/2027



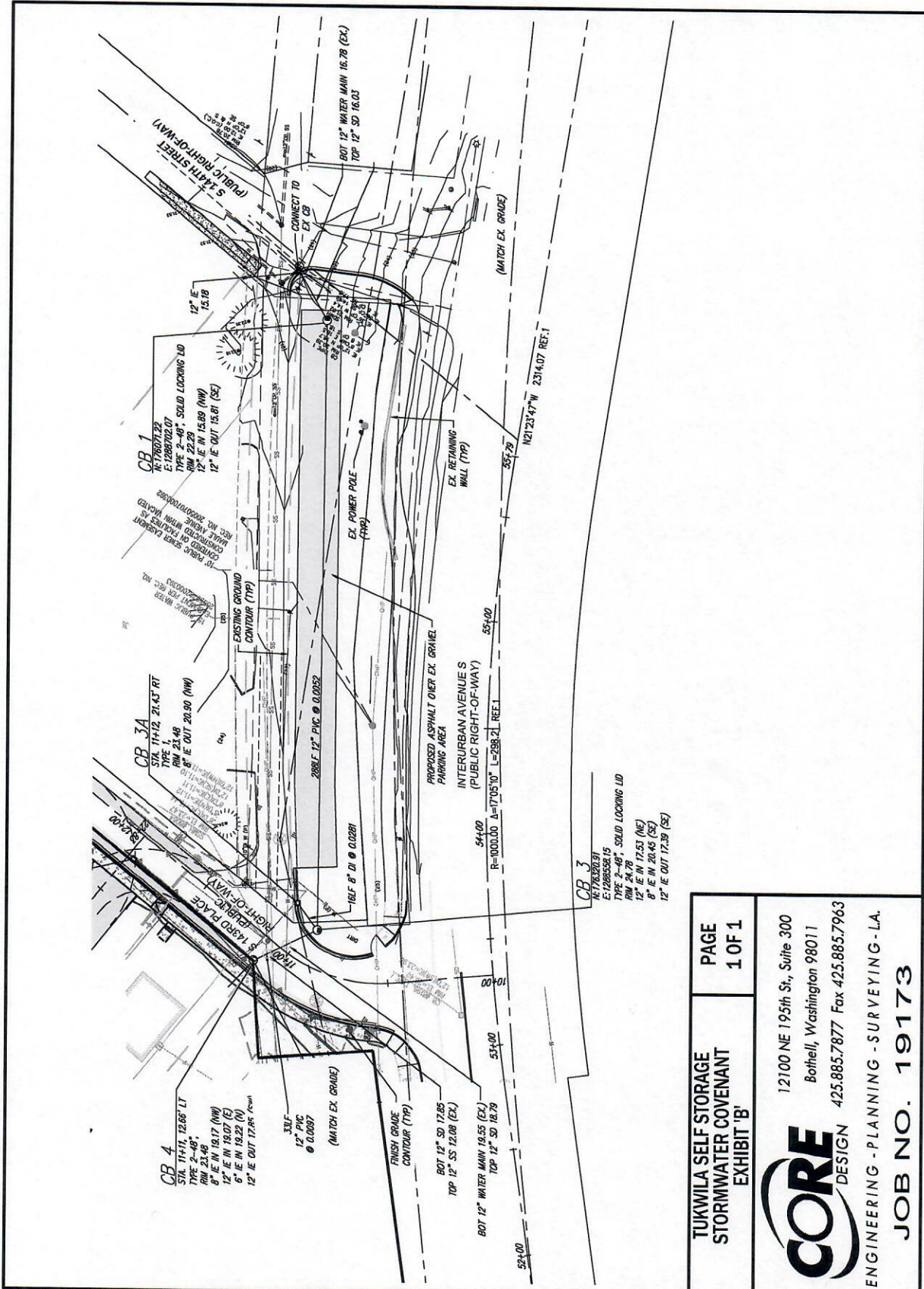
**Exhibit A**


**Legal Description of Property**

THAT PORTION OF THE PUGET SOUND ELECTRIC RAILROAD RIGHT-OF-WAY IN THE NORTHEAST QUARTER OF SECTION 23 AND THE SOUTHEAST QUARTER OF SECTION 14, BOTH IN TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, BOUNDED ON THE NORTHEAST BY MAULE AVENUE, ON THE SOUTHWEST BY SR 181, ON THE SOUTHEAST BY RIGHT-OF-WAY NO. 3 AND ON THE NORTHWEST BY RIGHT-OF-WAY NO. 4, BOTH RIGHTS-OF-WAY AS DESCRIBED IN KING COUNTY RECORDING NO. 6557639;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF TUKWILA BY DEED RECORDED MAY 08, 2007 UNDER RECORDING NO. 20070508000863, IN KING COUNTY, WASHINGTON.

**Exhibit B**  
**Depiction of Improvements**



<b>TUKWILA SELF STORAGE          STORMWATER COVENANT          EXHIBIT 'B'</b>	<b>PAGE          1 OF 1</b>
	 <b>CORE DESIGN</b> ENGINEERING - PLANNING - SURVEYING - L.A. 12100 NE 195th St., Suite 300 Bothell, Washington 98011 425.885.7877 Fax 425.885.7963 <b>JOB NO. 19173</b>

### MATERIAL LIST

PROJECT NAME: \_\_\_\_\_

PERMIT NO: \_\_\_\_\_

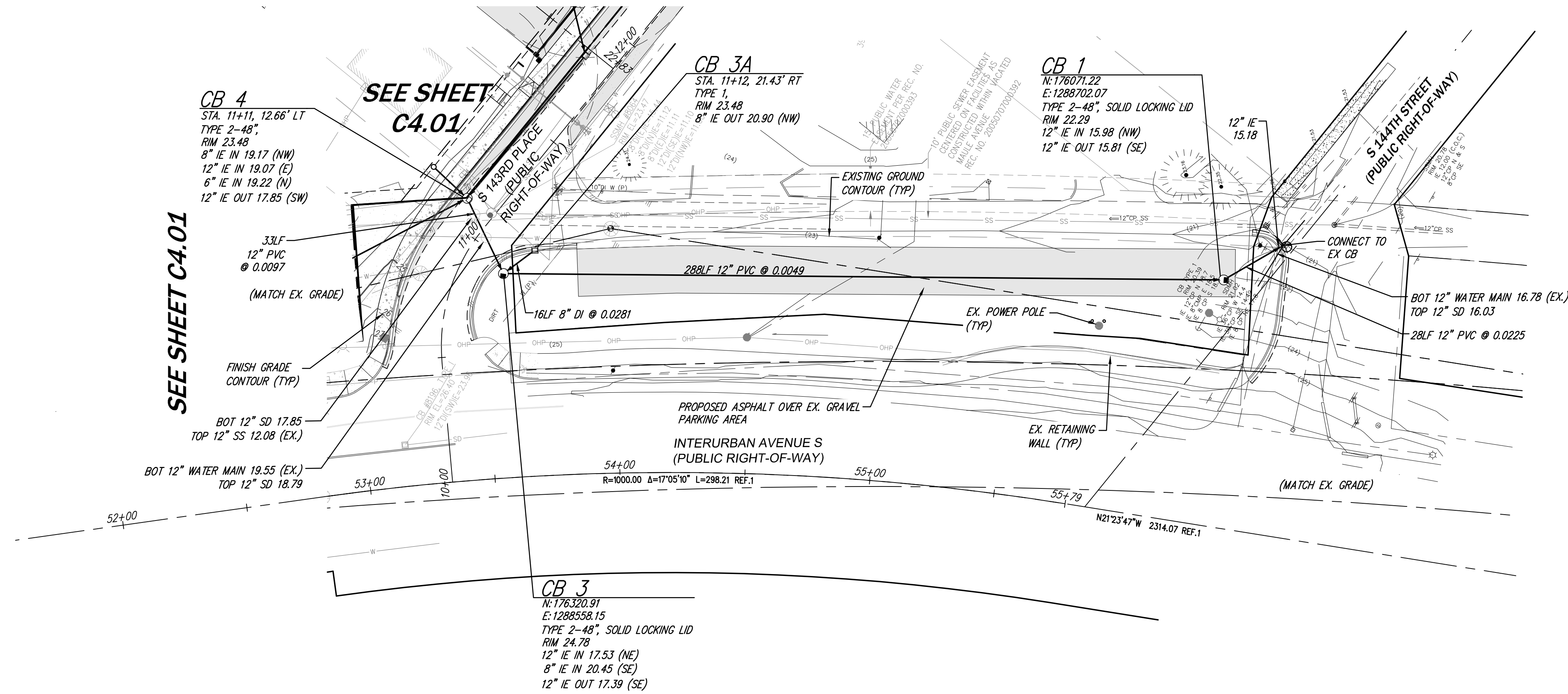
DESCRIPTION (length, size, material & type)	QUANTITY	AVERAGE UNIT COST	DATE INSTALLED	SERVICE LIFE TOTAL (YRS)	ORIGINAL COST TOTAL	DEPRECIATION PER YEAR	ACCUMLATED DEPRECIATION

TOTAL COSTS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

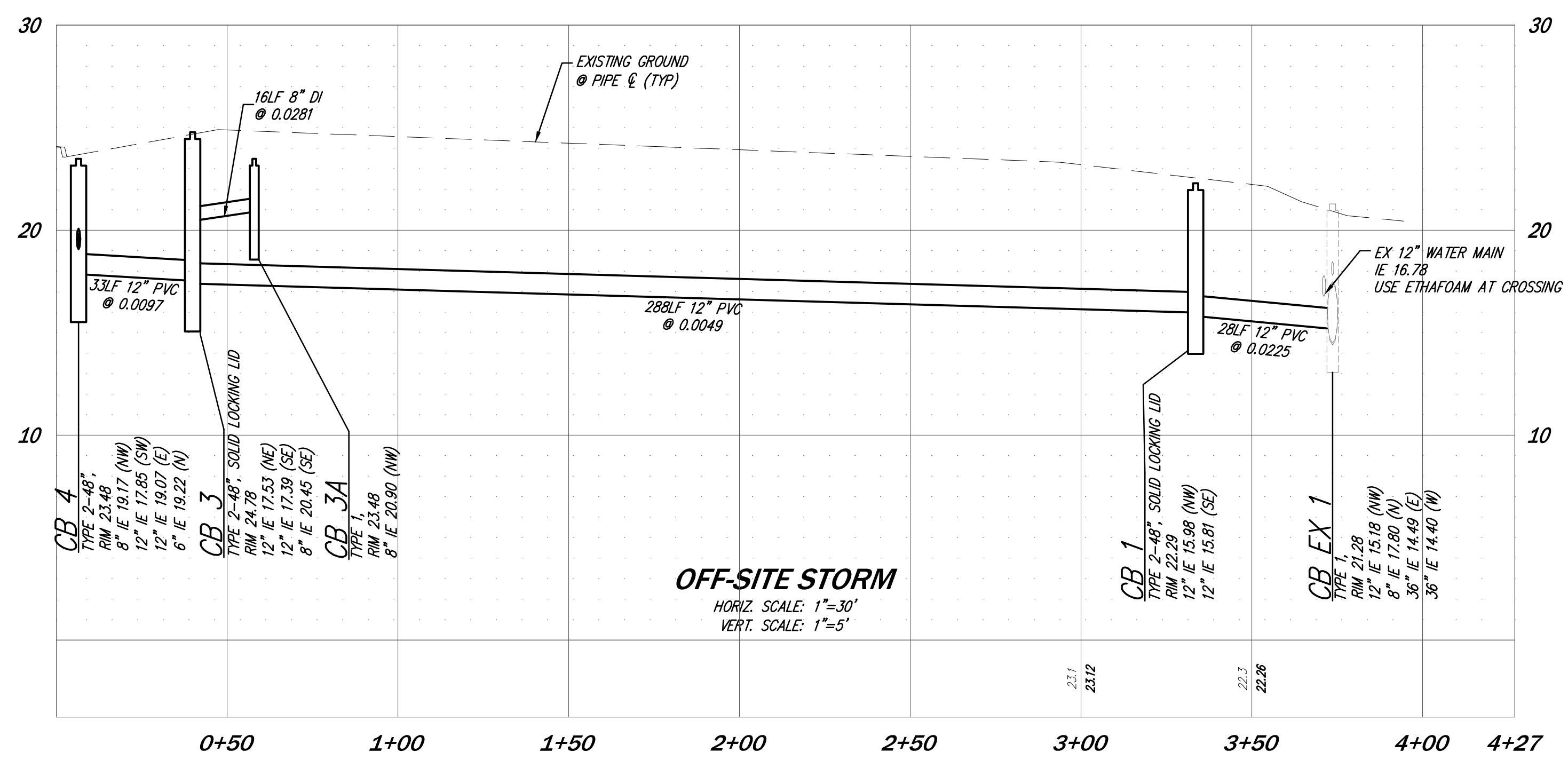
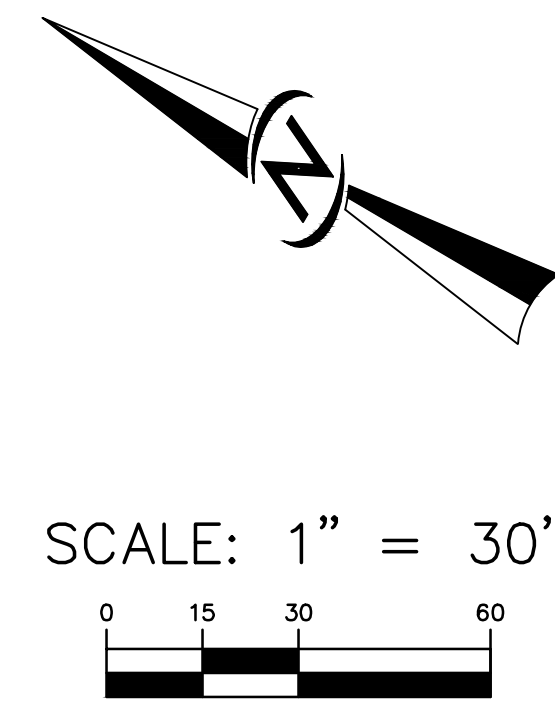
DATED: \_\_\_\_\_





SEE SHEET C4.01

SEE SHEET C4.01



**OFF-SITE STORM**  
HORIZ. SCALE: 1"=30'  
VERT. SCALE: 1"=5'



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING



12100 NE 195th St, Suite 300, Bothell, Washington 98011, 425.885.7877

RECORD DRAWINGS

**OFFSITE STORM DRAINAGE PLAN & PROFILE**  
**TUKWILA SELF STORAGE**

**BRIX DEVELOPMENT**  
7084 E 2300 STREET  
COTTONWOOD, UT 54121

DATE	SEE STAMP DATE
DESIGNED	PRESTON J. LONGONI, P.E.
DRAWN	MARY MOORE
APPROVED	PRESTON J. LONGONI, P.E.
	GARY SHARBROICH, P.E.
	PROJECT MANAGER

SHEET	
<b>C4.02</b>	
#	OF
<b>12</b>	<b>25</b>
PROJECT NUMBER	
<b>19173</b>	

RECORD DRAWINGS  
**UNDERGROUND LOCATOR SERVICE**  
CALL BEFORE YOU DIG!  
1-800-424-5555 (811)

9/22/2023 1:02 PM J:\2019\19173\ENGINEERING\AS-BUILT\Sheets\19173 C4.02.DWG

**CITY OF TUKWILA CAPITAL ASSET ACQUISITION FORM**

**INSTRUCTIONS.** The Owner or Owner's Representative completes this form for transfer of a capital item to the City. The City Clerk processes the form.

**TRANSACTION.**

1.  **DEVELOPER'S AGREEMENT**

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

Council Action Dated: \_\_\_\_\_

2.  **BILL OF SALE**

Total Construction Cost of Capital Asset:      \$ \_\_\_\_\_

Grantor: \_\_\_\_\_      Grantee: \_\_\_\_\_

3.  **OTHER**

Description: \_\_\_\_\_

---

**ASSET DESCRIPTION.**  Water       Sewer       Storm       Curb/Gutter/Sidewalk       Other

---

I certify that to the best of my knowledge the above information is true and accurate.

\_\_\_\_\_  
Signature – Department Head      Date

I hereby approve the acceptance of the named asset(s) on behalf of the City.

\_\_\_\_\_  
Mayor      Date

***Note: Assets over \$40,000 in value require Council action and approval.***

By council action at a council meeting dated \_\_\_\_\_ 20 \_\_\_\_, the above assets were accepted.

\_\_\_\_\_  
Council President      Date

\_\_\_\_\_  
ATTEST: City Clerk      Date

<b>DOCUMENTATION ATTACHED:</b>			
<input type="checkbox"/> Turnover Request Letter	<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Easements	<input type="checkbox"/> Material List
<input type="checkbox"/> Title Report	<input type="checkbox"/> Record Drawings	<input type="checkbox"/> ROW dedication	<input type="checkbox"/> Other: _____
<b>DISTRIBUTION LIST:</b> <input type="checkbox"/> City Clerk <input type="checkbox"/> Utility Asset Acctg. <input type="checkbox"/> Maint. Div I Utility			

Return Address:

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

**PERPETUAL SIDEWALK EASEMENT AND BILL OF SALE**

**Reference Number(s) of Related Documents:** n/a

**Grantor(s):** Tukwila SSP LLC, a Delaware limited liability company

**Grantee(s):**

City of Tukwila, a Washington municipal corporation

**Legal Description** (abbreviated: *i.e.*, lot, block, plat or section, township, range):

PTN SW 1/4 SE 1/4 SEC 14, TWP 23 N, RGE 4E

Full legal description on Exhibit A

**Assessor's Property Tax Parcel/Account Number(s):**

336590-1690

### Perpetual Sidewalk Easement

For and in consideration of sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Tukwila SSP LLC, a Delaware limited liability company ( "Owner" ), the owner of the real property legally described on the attached and incorporated **Exhibit A** (the "Property"), hereby conveys and grants to the City of Tukwila, a Washington municipal corporation, ("Grantee") a perpetual, non-exclusive easement in, along, upon, over, under, and across the subject property, as shown and/or described on the attached and incorporated **Exhibit B** (the "Easement Area"). The public has the right of ingress and egress over, along, across and upon on the Easement Area for the purpose of making use of the sidewalks (the "Improvements"), which are depicted on the attached and incorporated **Exhibit B**. Grantee, or designee, has the right of ingress and egress over, under, in along, across and upon the Easement Area for the purposes of construction, operation, maintenance, repair and replacement of certain improvements including without limitation utilities, street lights and poles, related foundation structures and electrical lines and connections servicing the street lights and poles, sidewalks, related foundations and landscaping in respect of the Improvements on the Easement Area or adjacent right-of-way. Neither Grantor nor any other owner of Grantor's Property shall (a) erect any structure on, under, or over the Easement Area without the prior written approval of Grantee, which Grantee shall not withhold unreasonably, or (b) take or permit any other action, or omit to take any action, any of which has or would have the effect of interfering with access or use of Easement Area, including but not limited to, Grantee's right of ingress and egress and the public's right to use the sidewalk.

### Bill of Sale

Owner hereby does by these presents hereby dedicate, convey, setover, assign, transfer and warrant to the City of Tukwila, a Washington municipal corporation ("Grantee"), the Improvements, to have and to hold the same for the said Grantee, its successors and assigns forever.

Owner hereby covenants that it is the lawful owner of said Improvements; that the same is free from all encumbrances; that all bills for labor and material associated with the same have been paid; that it has the right to sell the same as aforesaid; that it will warrant and defend the same against the claims and demands of all persons and will pay any costs, including reasonable attorneys incurred by Grantee, arising out of any such claim or demand.

The Improvements and related easement are hereby conveyed in consideration of the agreement of Grantee, for itself, its successors and assigns, to accept ownership of the Improvements and to maintain the same as provided for in applicable city ordinances.

[Remainder of page intentionally left blank; signatures on following pages]

IN WITNESS WHEREOF, said persons have caused this instrument to be executed this 25<sup>th</sup>, day of JANUARY, 2024.

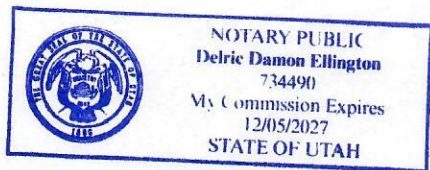
OWNER:

Tukwila SSP LLC, a Delaware limited liability company

By: [Signature]  
Brett McDonough, Authorized Agent

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

This record was acknowledged before me on JANUARY 25<sup>th</sup> 2024 (date) by Brett McDonough as Authorized Agent of Tukwila SSP LLC.



Notarial Stamp/Seal

[Signature]  
Name: DELIC DAMON ELLINGTON  
NOTARY PUBLIC, State of UTAH

My appointment expires 12/05/2027



**Exhibit A**

**Legal Description of Property**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 BLOCK 17, HILLMAN'S SEATTLE GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 24, IN KING COUNTY, WASHINGTON;

THENCE N08° 36'31"E, ALONG THE EAST LINE OF SAID LOT, 250.00 FEET TO THE NORTHEAST CORNER OF SAID LOT AND THE SOUTHERLY MARGIN OF SOUTH 143RD STREET;

THENCE N81°23'38"W, ALONG SAID SOUTHERLY MARGIN AND THE NORTH LINE OF SAID BLOCK 17, A DISTANCE OF 384.27 FEET TO THE NORTHWEST CORNER OF SAID BLOCK AND THE MOST EASTERLY CORNER OF RIGHT OF WAY #5 AS DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 6557639;

THENCE S49°35'08"W, ALONG THE SOUTHEAST MARGIN OF SAID RIGHT OF WAY, 60.32 FEET TO THE EASTERLY MARGIN OF INTERURBAN AVENUE SOUTH AND A POINT OF NON-RADIAL INTERSECTION WITH A 2924.79-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S49°35'08"W;

THENCE SOUTHEASTERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 01°55'54", A DISTANCE OF 98.61 FEET TO A POINT OF TANGENCY;

THENCE S38°28'57"E, CONTINUING ALONG SAID MARGIN, 183.95 FEET TO A POINT OF TANGENCY WITH A 1060.00-FOOT RADIUS CURVE TO THE RIGHT;

THENCE SOUTHERLY, ALONG SAID CURVE AND CONTINUING ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 01°20'02", A DISTANCE OF 24.68 FEET TO A POINT ON THE NORTHWEST LINE OF RIGHT-OF-WAY #4 AS DESCRIBED IN SAID QUIT CLAIM DEED;

THENCE N55°26'02"E, ALONG SAID MARGIN, 54.26 FEET TO A POINT OF RADIAL INTERSECTION WITH A 2936.33-FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND THE MOST NORTHERLY CORNER OF SAID RIGHT OF WAY #4;

THENCE SOUTHERLY, ALONG SAID CURVE AND THE NORTHEASTERLY MARGIN OF SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 00°53'15", A DISTANCE OF 45.48 FEET TO THE NORTH MARGIN OF SOUTH 143RD PLACE AND THE SOUTH LINE OF SAID BLOCK 17;

THENCE S81°23'38"E, ALONG SAID MARGIN AND LINE 127.44 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



**Exhibit B**

**Depiction/Description Easement Area and Improvements**

**CORE DESIGN, INC.**  
**Bothell WA 98011**

Core Project No: 19173  
12/15/2023

**Exhibit "B"**

**Legal Description – Sidewalk & Utility Easement**

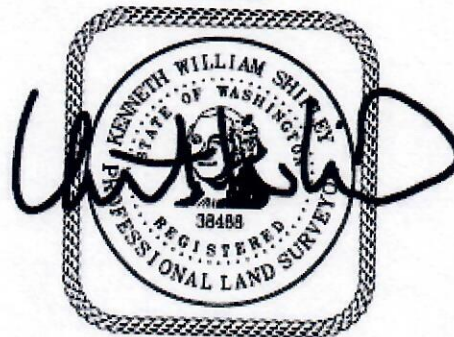
The northerly 7.00 feet of the southerly 12.00 feet of the easterly 150.00 feet of City of Tukwila Boundary Line Adjustment Number L20-0017, recorded under Recording Number 20210817900001, records of King County, Washington;

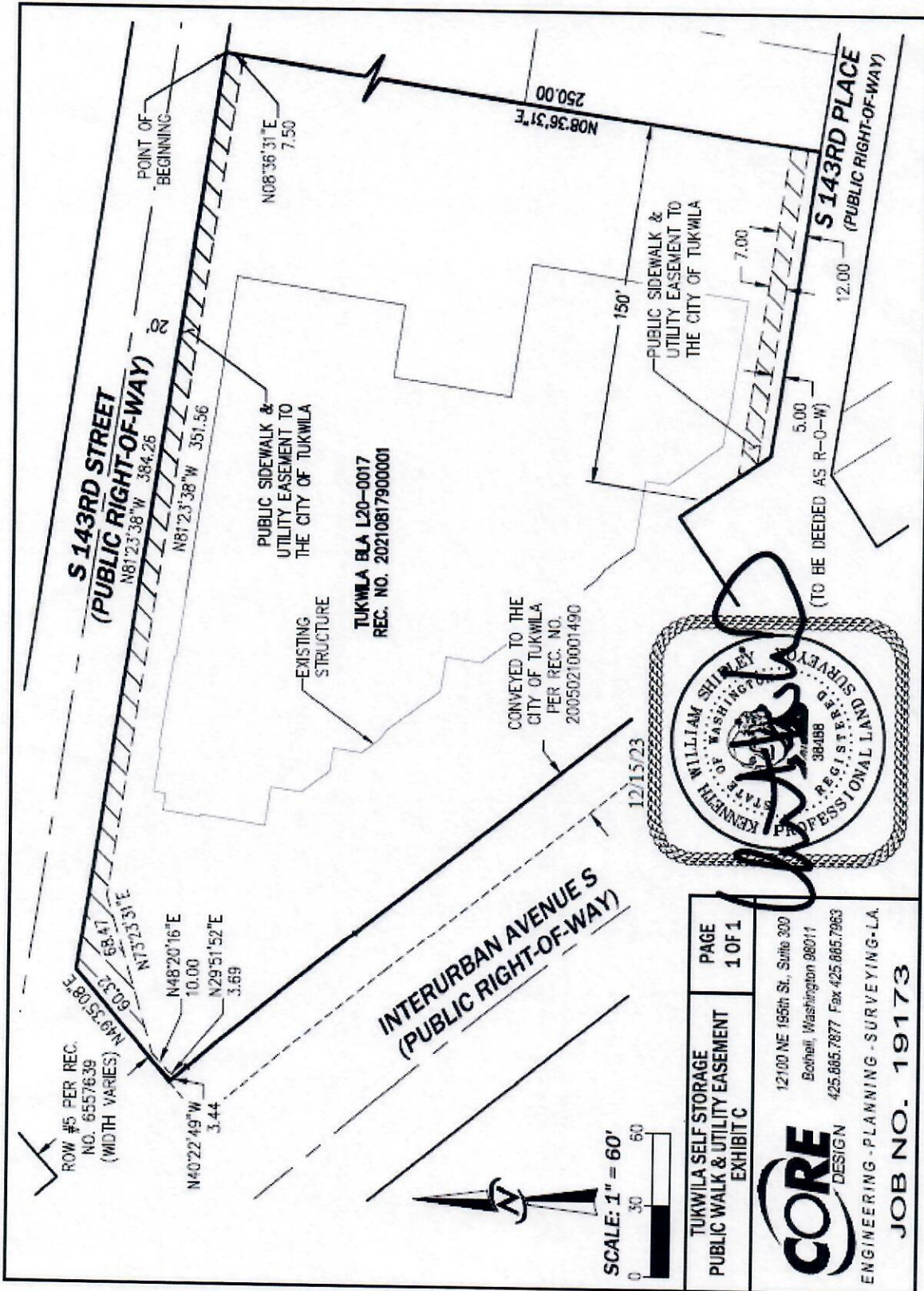
TOGETHER WITH that portion of said Boundary Line Adjustment Parcel described as follows:

BEGINNING at the northeasterly corner of said Parcel and a point on the southerly right-of-way margin of South 143rd Street;  
thence S08°36'31"W, along the easterly line of said Parcel, 7.50 feet to the southerly line of the northerly 7.50 feet of said Parcel;  
thence N81°23'38"W, along said southerly line, 351.56 feet;  
thence S73°23'31"W 68.47 feet;  
thence S48°20'16"W 10.00 feet;  
thence S29°51'52"W 3.69 feet to the northeasterly margin of Interurban Avenue South as conveyed to the City of Tukwila by deed, King County Recording Number 20050210001490, and a point on the southwesterly line of said Parcel;  
thence the following three courses and distances along the southwesterly and northerly lines of said Parcel;  
thence N40°22'49"W, along said margin, 3.44 feet to the southeasterly margin of public right-of-way conveyed to the City of Tukwila by deed, King County Recording Number 6557639;  
thence N49°35'08"E, along said southeasterly margin, 60.32 feet to the southerly margin of said South 143rd Street;  
thence S81°23'38"E, along said margin, 384.26 feet to the POINT OF BEGINNING.

Contains 4,493± Square Feet (0.1031± Acres)

12/15/23





{21568/0004/03431061-5}

**MATERIAL LIST**

**PROJECT NAME:** \_\_\_\_\_

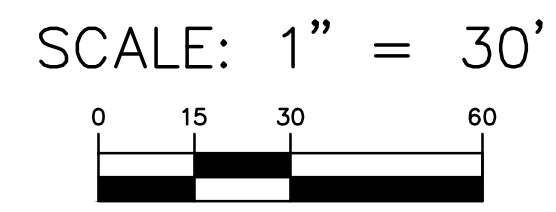
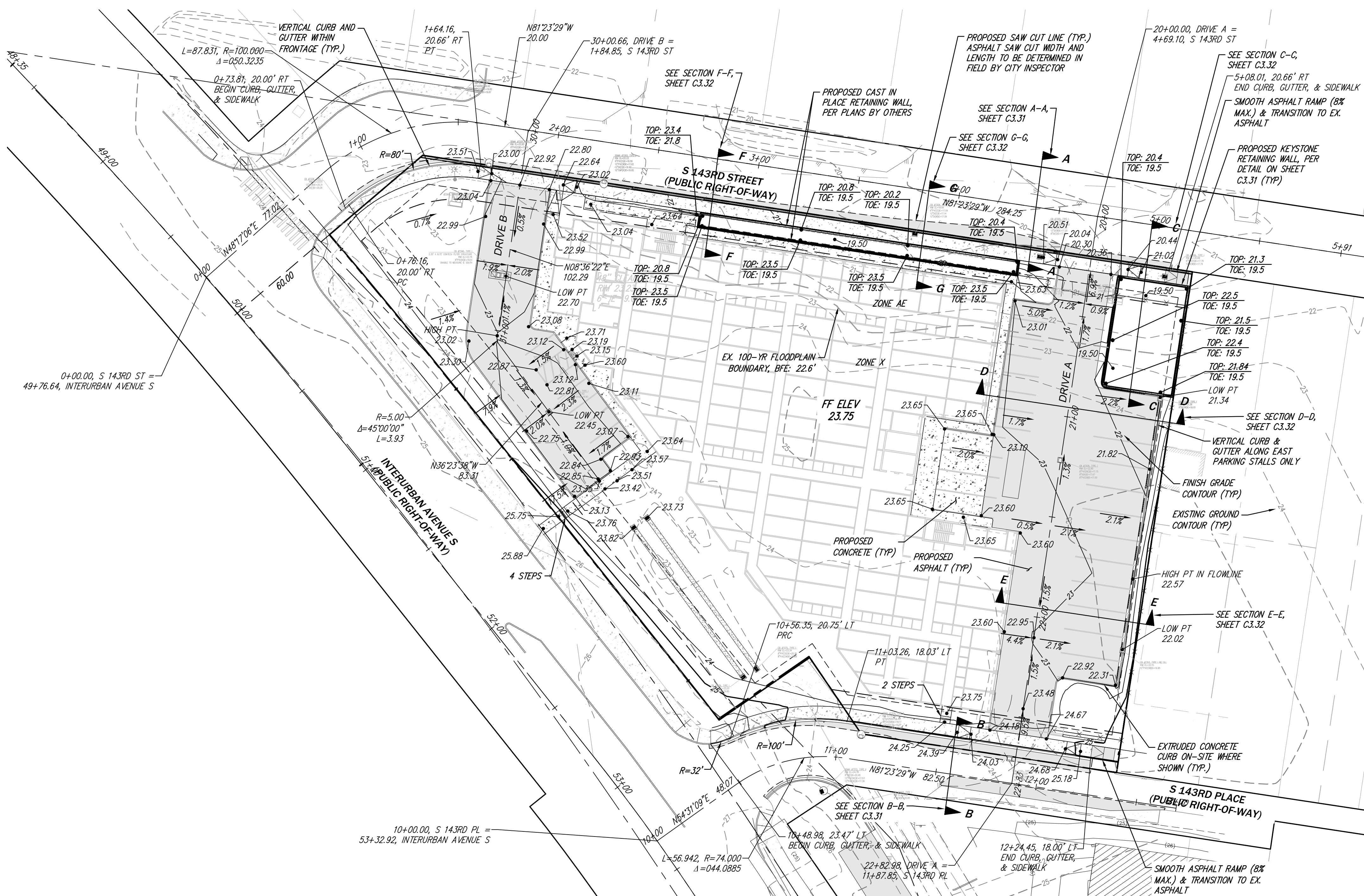
**PERMIT NO:** \_\_\_\_\_

DESCRIPTION (length, size, material & type)	QUANTITY	AVERAGE UNIT COST	DATE INSTALLED	SERVICE LIFE TOTAL (YRS)	ORIGINAL COST TOTAL	DEPRECIATION PER YEAR	ACCUMULATED DEPRECIATION

**TOTAL COSTS:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_



**SURFACE LEGEND**

- 20— EXISTING GROUND CONTOUR MAJR
- 21— EXISTING GROUND CONTOUR MINR
- 20— FINISH GRADE CONTOUR MAJR
- 21— FINISH GRADE CONTOUR MINR

**EARTHWORK QUANTITIES**

OVERALL SITE  
 CUT: 1,970 CY  
 FILL: 730 CY

WITHIN FLOODPLAIN  
 FILL: 132 CY  
 COMPENSATORY STORAGE: 141 CY

**NOTES**

1. ROUND METAL DRAINAGE MARKERS ARE REQUIRED AT EACH CB "NO DUMPING/DRAINS TO RIVER"

RECORD DRAWINGS

**ON-SITE ROAD & GRADING PLAN  
 TUKWILA SELF STORAGE**

**BRIX DEVELOPMENT**  
 7084 E 2300 STREET  
 COTTONWOOD, UT 84121

DATE	SEE STAMP DATE
DESIGNED	PRESTON J. LONGONI, P.E.
DRAWN	MARY MOORE
APPROVED	PRESTON J. LONGONI, P.E.
	GARY SHARINBROICH, P.E.
	PROJECT MANAGER

**RECORD DRAWINGS**

**UNDERGROUND LOCATOR SERVICE**  
 CALL BEFORE YOU DIG!  
 1-800-424-5555 (811)

SHEET	
<b>C3.01</b>	
#	OF
6	25
PROJECT NUMBER	
<b>19173</b>	

5/21/2023

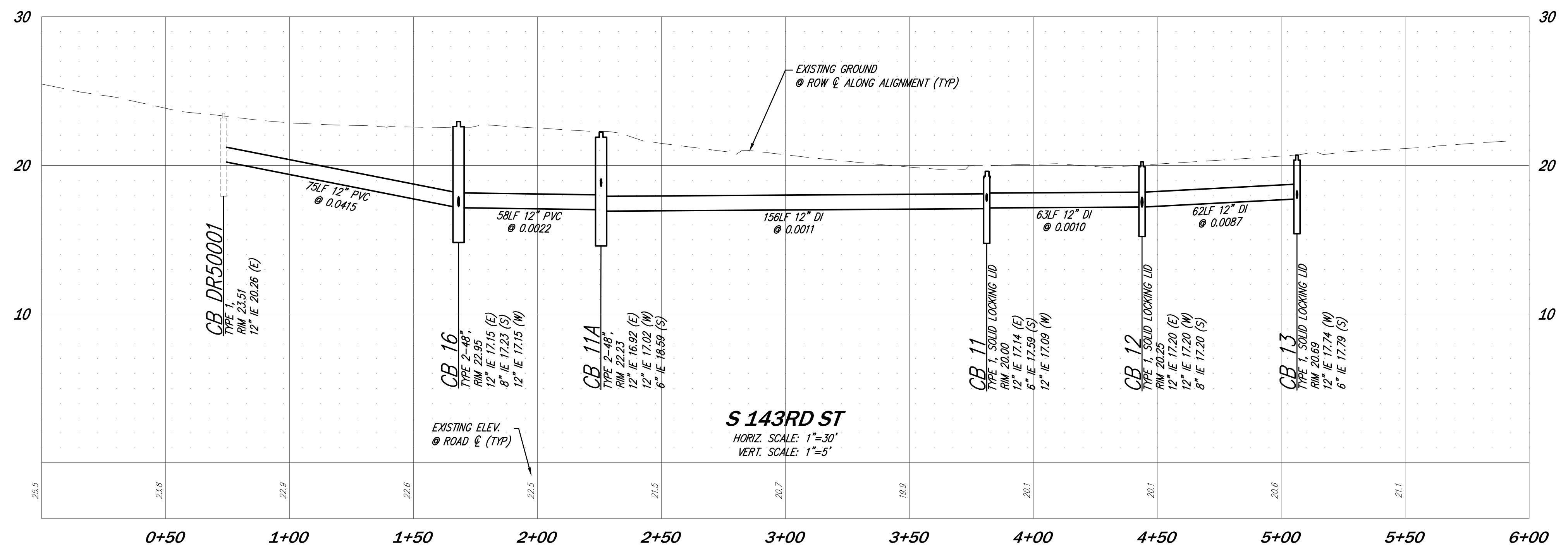
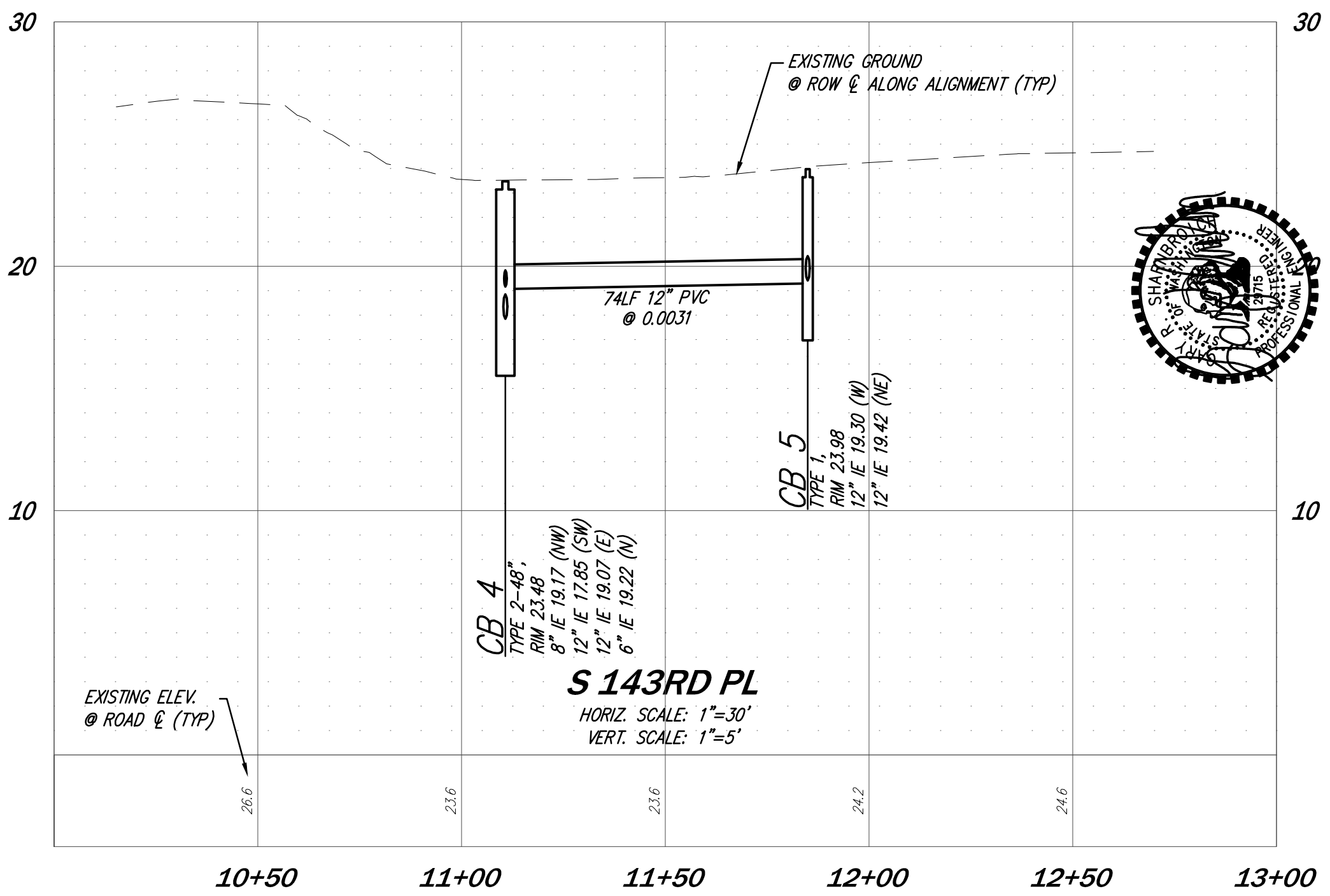
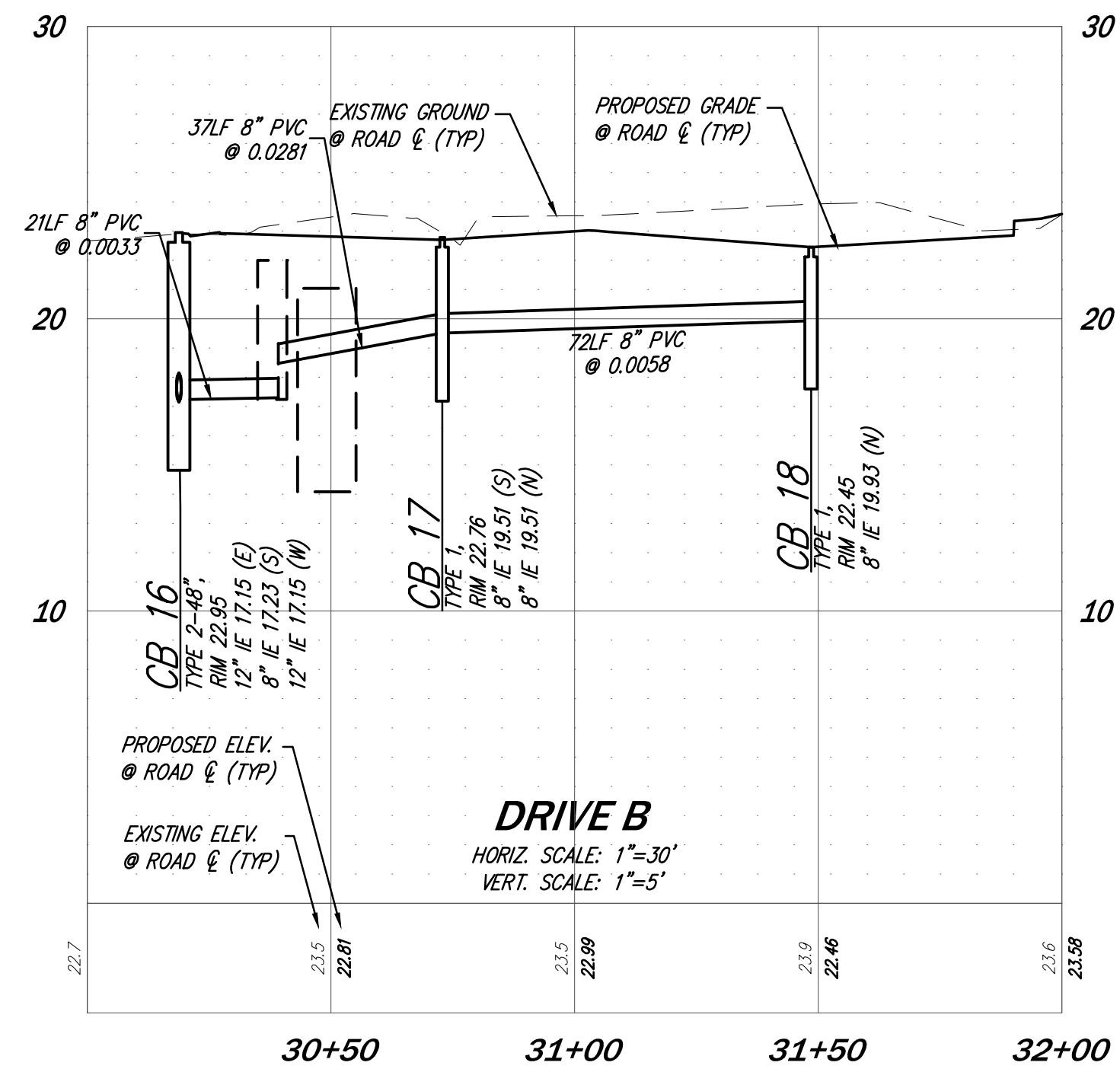
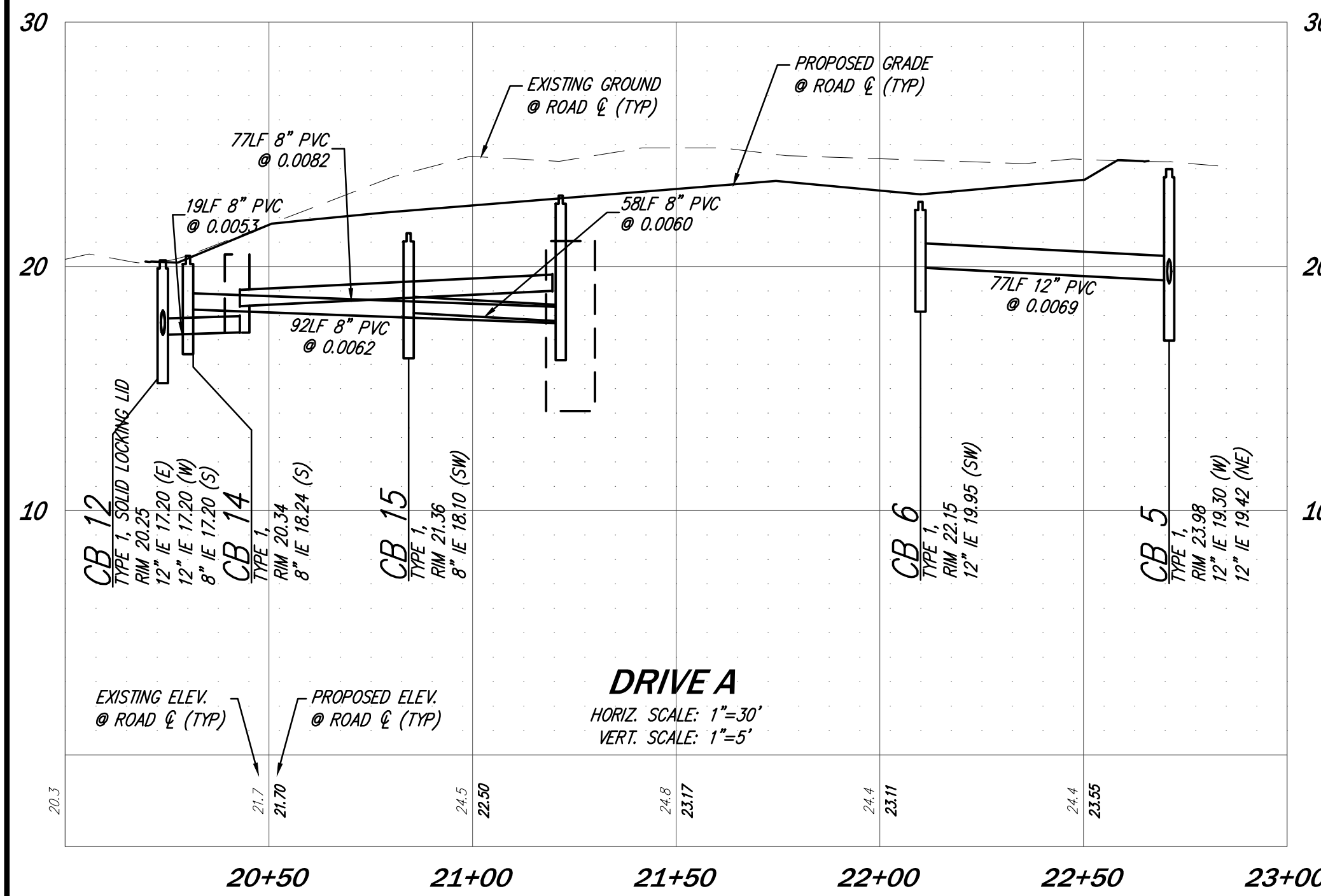
CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 PLANNING  
 SURVEYING

**CORE DESIGN**

12100 NE 195th St, Suite 300, Bonnell, Washington 98011, 425.885.7877

11/30/2023 3:14 PM 4 (2019)19173(ENGINEERING)AS-BUILT(SHEETS)19173\_C3.01.DWG





CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING



12100 NE 195th St, Suite 300, Bothell, Washington 98011, 425.885.7877

RECORD DRAWINGS

**STORM DRAINAGE PROFILES**  
**TUKWILA SELF STORAGE**  
**BRIX DEVELOPMENT**  
7084 E 2300 STREET  
COTTONWOOD, UT 84121

DATE	SEE STAMP DATE
DESIGNED	PRESTON J. LONGONI, P.E.
DRAWN	MARY MOORE
APPROVED	PRESTON J. LONGONI, P.E.
	GARY SHARIBROICH, P.E.
	PROJECT MANAGER

SHEET	
<b>C4.21</b>	
#	OF
<b>13</b>	<b>25</b>
PROJECT NUMBER	
<b>19173</b>	

**RECORD DRAWINGS**  
**UNDERGROUND LOCATOR SERVICE**  
CALL BEFORE YOU DIG!  
1-800-424-5555 (811)

5/12/2023

11/28/2023 3:00 PM A:\2019\19173\ENGINEERING\AS-BUILT\SHEETS\19173\_C4.21.DWG



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director**  
 BY: **Mike Perfetti, Surface Water Sr. Program Manger**  
 CC: **Kris Kelly, Parks and Recreation Manager**  
 DATE: **February 23rd, 2024**  
 SUBJECT: **Nelsen Side Channel No. 91641203 and Park Acquisition Project No. 91730103 Conservation Futures Tax (CFT) Program Grant Award**

### ISSUE

Authorize two amendments to the Interlocal Cooperation Agreement (ILA) between King County and the City of Tukwila for Conservation Futures-funded Open Space Acquisition Projects that will 1) capture King County policy-related changes to the 2019 ILA and 2) provide grant funding for two City projects.

### BACKGROUND

The Nelsen Side Channel project will reconnect a remnant channel with the current realignment of the Green River, create public access to the river, restore critically needed off-channel habitat for endangered aquatic species, and provide additional flood storage capacity. Amendment #2 authorizes CFT funding to acquire the adjacent 1.5-acre parcel, expanding the project area to more than 5 acres.

Amendment #2 also provides CFT funding to acquire two parcels adjacent to Duwamish Hill Preserve (1023049072 and 3351400005) and expand the park by 0.35 acres. Acquisition of these properties is depicted in the park master plan and will support open space goals and shoreline restoration work associated with the current surface water CIP, Duwamish Hill Preserve Phase 3.

### DISCUSSION

City staff have been in negotiations with the Nelsen Family Trust to purchase the subject property. With this funding, the City will have obtained \$180,000 in grant funding for property acquisition. The required match is budgeted in the project CIP and funded through the Surface Water Utility Enterprise Fund.

This agreement also formalizes a grant that was co-awarded in 2022 to Forterra and the City for Duwamish Hill Preserve. Since the time of application in 2021, the property sold was illegally cleared, used for construction equipment and vehicle storage, and is now on the market again. Forterra is in the process of obtaining an appraisal and is leading negotiations with the seller’s agent.

### FISCAL IMPACT

	Grant Award	Required Match	Match Source	Total
Nelsen Side Channel	\$150,000	\$50,000	2023-24 CIP	\$200,000.00
Duwamish Hill Preserve	\$365,000	waived	NA	\$365,000.00

### RECOMMENDATION

Council is being asked to accept two amendments to the ILA *between King County and the City of Tukwila*, modifying ILA template language and accepting \$535,000 in grant funds and consider this item on the Consent agenda at the March 4<sup>th</sup>, 2024 Regular Council Meeting.

Attachments: 2023-28 CIP Pg. 28 & 83  
 ILA Amendments No. 1 and No. 2  
 ILA, 2019  
 Tukwila Award Letter – Nelsen Side Channel

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Park Acquisition

Project No. 91730103

**DESCRIPTION:** Acquisition of land to preserve open space or park land for future generations. Focus areas include Cascade \

**JUSTIFICATION:** There are recreational deserts within Tukwila, defined as areas more than a 10-minute walk from a quality park. The City desires to provide equitable access to a quality park for all Tukwila residents and acquisition of key properties is needed. Also, open spaces are continually being developed and need to be preserved for future generations. To support new development within the city, and the increase of population associated with development (housing, work, or leisure), additional recreational spaces need to be provided to support those that live, work, and play in Tukwila.

**STATUS:** 2020 PROS Plan Identified 57th Ave South park, Tukwila Pond Park, P-17 Pond, and the Riverview Plaza Riverfront as locations suitable for water access/public space improvements.

**MAINT. IMPACT:** To be determined

**COMMENT:** Project is on Park Impact Fee list.

FINANCIAL (in \$000's)	Through Estimated									
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
<b>EXPENSES</b>										
Design				15		15		15		45
Land (R/W)	232	25			200				17,100	17,557
Const. Mgmt.										0
Construction										0
<b>TOTAL EXPENSES</b>	<b>232</b>	<b>25</b>	<b>0</b>	<b>15</b>	<b>200</b>	<b>15</b>	<b>0</b>	<b>15</b>	<b>17,100</b>	<b>17,602</b>
<b>FUND SOURCES</b>										
Awarded Grant		25								25
Proposed Grant									8,000	8,000
Mitigation Expected										0
Park Impact Fees				15	200	15		15	2,200	2,445
City Oper. Revenue	232	0	0	0	0	0	0	0	6,900	7,132
<b>TOTAL SOURCES</b>	<b>232</b>	<b>25</b>	<b>0</b>	<b>15</b>	<b>200</b>	<b>15</b>	<b>0</b>	<b>15</b>	<b>17,100</b>	<b>17,602</b>





# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** **Nelsen Salmon Habitat Side Channel** Project No. 91641203

**DESCRIPTION:** Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river channel with the Green River.

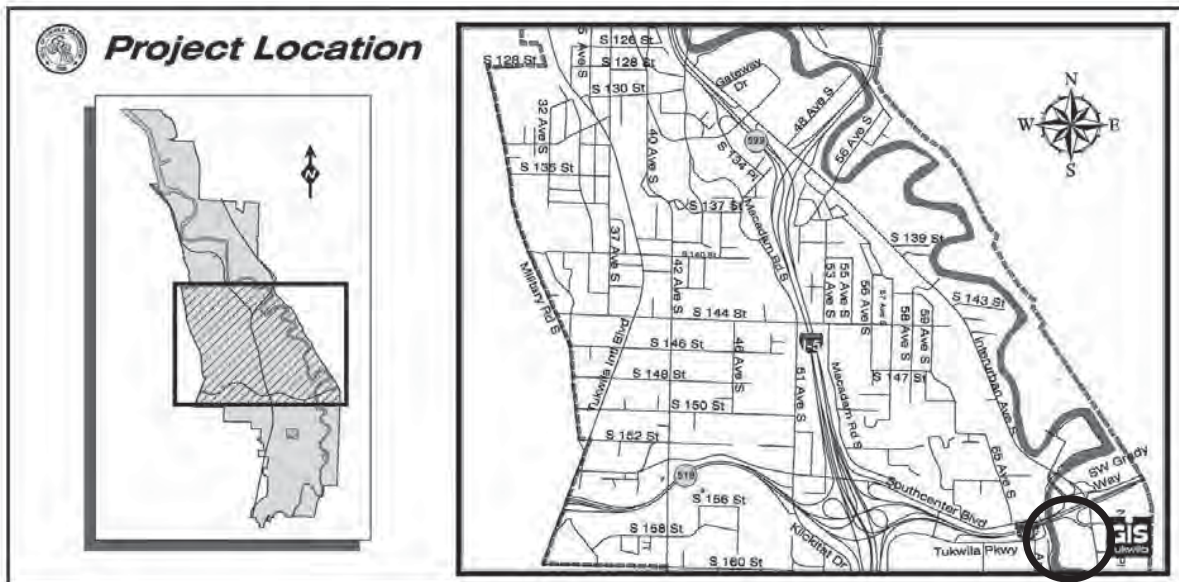
**JUSTIFICATION:** WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan.

**STATUS:** The project area is primarily within State lands, but the intent is to transfer to City. The project may take place under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains in 2020 with a low probability of success.

**MAINT. IMPACT:** Expected to increase maintenance

**COMMENT:** Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
<b>EXPENSES</b>										
Design		50	300	300						650
Land (R/W)		5	300							305
Monitoring										0
Const. Mgmt.					385					385
Construction					1,440					1,440
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>55</b>	<b>600</b>	<b>300</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,780</b>
<b>FUND SOURCES</b>										
Awarded Grant		50	150	150						350
Proposed Grant			300	100	1,232					1,632
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	5	150	50	593	0	0	0	0	798
<b>TOTAL SOURCES</b>	<b>0</b>	<b>55</b>	<b>600</b>	<b>300</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,780</b>



**AMENDMENT TO THE CONSERVATION FUTURES  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF TUKWILA  
FOR OPEN SPACE ACQUISITION PROJECTS**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for policy updates.

THIS AMENDMENT is entered into between the CITY OF TUKWILA and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 11th day of December, 2019 .

Section 5.2 is updated with the additional language as underlined below:

Section 5.2 – Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition and initial site stabilization activities. Those costs include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser unless otherwise provided in K.C.C. 26.12.010. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

The first sentence of Section 6.1 is deleted and replaced with the following:

Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than twenty-five percent of the total costs of the Project including the value of the matching contribution provided by the City.

The second paragraph of Section 6.4 is updated with the additional language as underlined below:

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use, or a combination of land and cash reimbursement is provided. The land shall be valued in its changed

status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 1.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF TUKWILA

\_\_\_\_\_  
Dow Constantine  
King County Executive  
Acting under the authority of  
Ordinance 19646

\_\_\_\_\_  
Thomas McLeod  
Mayor  
Acting under the authority of  
ILA No. 19-184

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Leesa Manion  
King County Prosecuting Attorney

\_\_\_\_\_  
Kari Sand  
City Attorney

**AMENDMENT TO THE CONSERVATION FUTURES  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF TUKWILA  
FOR OPEN SPACE ACQUISITION PROJECTS**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF TUKWILA and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 11th day of December, 2019, as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 2.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF TUKWILA

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
Thomas McLeod  
Mayor

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Leesa Manion  
King County Prosecuting Attorney

\_\_\_\_\_  
Kari Sand  
City Attorney

**EXHIBIT 1**

**2022 AND 2024 CONSERVATION FUTURES LEVY PROCEEDS  
CITY OF TUKWILA ALLOCATION**

Jurisdiction	Project Name	Allocation
Forterra and Tukwila joint project	Duwamish Hill Preserve Addition #2 (2022 Allocation)	\$365,000
Tukwila	Nelsen Side Channel Acquisition (2024 Allocation)	\$150,000
TOTAL		\$515,000

**Project Description:**

**Project #1139013 (Award #1141631): Forterra NW & Tukwila – Duwamish Hill Preserve Addition #2 (2022 Allocation)**

Forterra and the City of Tukwila are working in partnership to expand the 10.5-acre Duwamish Hill Preserve. This project would add 0.36 acres to the southeastern part of the preserve. The acquisition would protect the site from potential development near the preserve gateway, buffer the preserve from adjacent residential uses, and allow for implementation of Phase III of the master plan including expansion of the gateway area, revegetation, and restoration. This project received a match waiver. As a partnership project, this funding is being included in both the Forterra NW and Tukwila King County CFT Agreements. Project funding is approved in King County Ordinance 19364.

**Is this a Bond-financed Project? Yes**

**Project #1145699: Tukwila – Nelsen Side Channel Acquisition (2024 Allocation)**

The City of Tukwila seeks to create rare off-channel rearing habitat on the Lower Green River for juvenile salmon. The city will acquire a single 1.46-acre parcel and set back the levee to reconnect the river with its historic remnant channel. The city intends to provide public shoreline access here and expand signage and wayfinding to facilitate connections to the Green River and Interurban Trails. Match will come from city funds or other grant funding. This award requires match equal to 25% of total project costs, reflecting the new match policy implemented July 2023 and adopted in the prior amendment. Project funding was authorized in King County Ordinance 19712.

**Is this a Bond-financed Project? No**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF TUKWILA  
FOR CONSERVATION FUTURES-FUNDED  
OPEN SPACE ACQUISITION PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is a grant agreement entered into between the CITY OF TUKWILA (“City”) and KING COUNTY (“County”).

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.

On July 21, 2003, the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County Conservation Futures tax levy collections and amending Ordinance 8867, Section 2, as amended.

The Conservation Futures Advisory Committee has recommended an allocation of Conservation Futures proceeds to specific projects from the Conservation Futures Levy Fund following notification to the cities that proceeds were available, provision of an opportunity for the cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

Starting in 1990 and through 2017, the King County Executive, as authorized by the King County Council, executed Interlocal Cooperation Agreements for Conservation Futures funded open space acquisition projects with the cities of Auburn, Bellevue, Black Diamond, Bothell, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie and Tukwila, and Vashon Park District. Many of these agreements were amended over time to add new projects.

Those existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed. The agreements require the properties to be maintained as open space in perpetuity.

The King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement template for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

Pursuant to chapter 39.34 RCW, the parties agree to the following:

Article II. Definitions

1. Open Space

The term “open space” or “open space land” means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or

water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means the specific projects described in Exhibit A or added by follow-on amendments to disburse proceeds entered pursuant to Section 8.2 of this Agreement.

3. Conservation Futures

The term “Conservation Futures” means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise conserve open space land, all in accordance with chapter 84.34 RCW and K.C.C. chapter 26.12.



Article III. Purpose of the Agreement

The purpose of this Agreement is to create a cooperative arrangement between the City and the County relating to the Project and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This Agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the Agreement by both parties. The terms of the Agreement shall be indefinite. The Agreement will be terminated if the City is unable or unwilling: 1) to expend the proceeds provided through this Agreement; 2) to satisfy the matching requirements contained in this Agreement. If this Agreement is terminated as set forth herein, the City shall reimburse the County all unexpended proceeds provided by the County pursuant to this Agreement in the manner and amounts described below and payment of all amounts due pursuant to Section 8.1.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Proceeds available pursuant to this Agreement may be used only for the Projects listed in Exhibit A, such substituted Projects as may be approved by the County as set forth below, or Projects added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this Agreement. All County funded Projects must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12.

Section 5.2 -- Use of Proceeds. Proceeds provided to the City pursuant to this Agreement as well as moneys provided by the City as match pursuant to this Agreement

may be used only to pay capital costs related to property acquisition. Those costs include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this Agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Completion/Substitution/Deletion of Projects. The City shall complete the Project described in Section 5.1 of this Agreement within a two year period from the effective date of the County ordinance appropriating funding for the Project. If the City does not meet this two year requirement, unless the City demonstrates to the Advisory Committee a compelling reason for continuance of CFT funding for the Project beyond the two-year limit or a reprogramming request is timely approved as provided for below, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such proceeds for other projects in other jurisdictions. The City may submit specific requests for project reprogramming to the County for its approval within the two year period. All projects proposed for reprogramming must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12, be submitted for recommendation by the County's Advisory

Committee or its successor, and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Natural Resources and Parks, Open Space Acquisitions Unit, or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property, all proceeds provided pursuant to this Agreement plus accrued interest on such proceeds shall be reprogrammed as provided in this Agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than the amount of Conservation Futures Levy proceeds allocated to the Project. This contribution may be in the form of cash, land match with a valuation verified by an appraisal by an independent state-certified real estate appraiser with a current general real estate appraiser license, or the cash value, excluding King County conservation futures contributions, of other open spaces acquired within the previous two years from the date of submittal of the application by the City. The appraisal, to be reviewed, shall have been performed within two years of the application deadline set for the annual allocation of conservation futures tax levy proceeds under which the Property received funding. Properties considered as land match or cash value of other open space acquisitions should be directly linked to the property under application. Any City match, other than cash, shall require County

approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Designated Representative.

Section 6.2 -- Reporting. All proceeds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other City moneys, accounts and moneys. Until the property described in the Project is acquired and all proceeds provided pursuant to this Agreement have been expended, the City shall provide the reports required by K.C.C. 26.12.035.

Section 6.3 -- Disposition of Remaining Proceeds. If the City does not expend all proceeds obligated to be provided through this Agreement and no substitute project is requested or approved as to the excess proceeds, such proceeds, if held by the City, shall be refunded to the County. For purposes of this section, "proceeds" shall include all moneys obligated to be provided by the County plus interest accrued by the City on such moneys. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

Section 6.4 -- Maintenance in Perpetuity. Except as provided in this Section 6.4, the City, and any successor in interest, agree to maintain properties acquired with proceeds provided pursuant to this Agreement as open space in perpetuity and, as required by the County, to include in the real property records notice of this restriction. Projects carried out by the City in whole or in part with funds provided for under the terms of this Agreement shall not be transferred or conveyed except by Agreement with an agency or nonprofit organization as defined in K.C.C. 26.12.003, which shall provide that the land or interest in land shall be continued to be used for the purposes of K.C.C.

chapter 26.12, and in strict conformance with the uses authorized under chapter 84.34 RCW.

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this Agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement acquisition within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

Section 6.5 – Tax Covenants. The City acknowledges that proceeds provided by the County for a Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code of 1986, as amended (the “Tax Code”), including any implementing regulations and any administrative or judicial interpretations. The City will comply with Tax Code requirements, including those set forth in Exhibit B, which is incorporated herein, applicable to Bond-financed Projects identified in Exhibit A, which is incorporated herein, as well as Bond-financed Projects identified in subsequent amendments to this Agreement.

Article VII. Responsibilities of the County

Subject to the terms of this Agreement, the County will provide Conservation Futures Tax Levy proceeds in the amounts and for the Projects identified in Exhibit A as well as in those amounts and for those Projects identified in subsequent amendments to this Agreement. The City may request additional proceeds; however, the County has no obligation to provide proceeds to the City in excess of the amount shown in Exhibit A. The County assumes no obligation for future support of the Project described herein except as expressly set forth in this Agreement.

Article VIII. Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this Agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this Agreement by the City, its officer, employees, agent or representatives arising out of the performance of the terms of this Agreement.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents in the performance of its obligations under the terms of this Agreement. For the purposes of this Agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Title 51 RCW to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

D. To the extent permitted by law, and except to the extent caused by the sole negligence of the County, the City agrees, at its expense, to pay, and to indemnify and hold the County, its officers, employees or agents harmless of, from and against, any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, taxes, lawsuits and other proceedings and costs and expenses (including attorneys' fees) of every conceivable kind, character or nature whatsoever, arising directly or indirectly from or out of, or in any way connected with any examination or audit of any Bond issued to finance or refinance costs of any Bond-financed Project identified in Exhibit A as well as Bond-financed Projects identified in subsequent amendments to this Agreement by the Internal Revenue Service, or any determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on any such Bond is or should be subject to federal income taxation; provided, however, that the City shall not be liable for any payment made by the County with respect to any settlement of any such examination or

audit, or of any other proceeding related thereto, entered into without the consent of the City.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this Agreement. Amendments or modifications to disburse proceeds approved by the County Council must be by written instrument signed by the parties substantially in the form of Exhibit C. Other amendments also must be approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and Agreements between the parties relating to the Project and constitutes the entire Agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

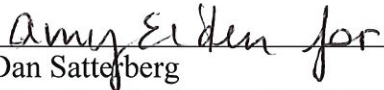


KING COUNTY


  
\_\_\_\_\_  
Dow Constantine  
King County Executive

Date: 12-11-2019  
Acting under the authority of  
Ordinance 18978

Approved as to form:

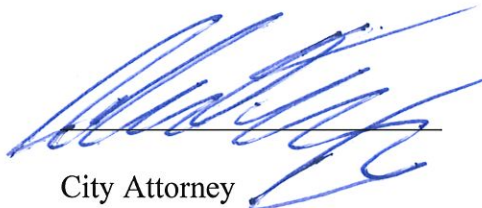
  
\_\_\_\_\_  
Dan Satterberg  
King County Prosecuting Attorney

CITY OF TUKWILA

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

Date: 12-4-19

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**2019 & 2020 CONSERVATION FUTURES LEVY  
CITY OF TUKWILA ALLOCATIONS**

Jurisdiction	Project	Allocation
Tukwila	Duwamish River Habitat Corridor (2019 award)	\$335,000
Tukwila	Duwamish River Habitat Corridor (2020 award)	\$335,000
Tukwila	Equitable Access Initial Acquisition Work (2020 award)	\$25,000
<b>TOTAL</b>		<b>\$695,000</b>

**Project Description:**

**Project #1133810: Tukwila – Duwamish River Habitat Corridor (2019 award)**

Tukwila is awarded funding to acquire a 0.93-acre parcel 073300-0225 located next to the Green River Trail to provide riverfront public access and restoration opportunity along the Duwamish River. This site offers passive park opportunity, with trails and viewpoints, in a neighborhood with no other passive parks. The property contains 160 feet of tidally influenced shoreline within the Duwamish River transition zone. Project funding was authorized in King County Ordinance 18835.

**Is this a Bond-financed Project? No**

**Project #1136984: Tukwila – Duwamish River Habitat Corridor (2020 award)**

The City of Tukwila received an award of \$335,000 CFT in FY 2019 annual dollars for this proposal to acquire 0.93-acre (parcel 0733000225) on the Duwamish River. The city is returning this year to seek a match waiver and apply for the remaining \$335,000 in funding necessary to complete the project. This project was determined to be an opportunity area project eligible for a match waiver (see Section 6.1 of the ILA), so the local funding match requirement was waived for both the 2019 and the 2020 awards. Project funding was authorized in King County Ordinance 18987.

**Is this a Bond-financed Project? Yes**

**Project # 1136851: Tukwila – Equitable Access Initial Acquisition Work (2020 award)**

This project is for initial acquisition work to help identify a new open space acquisition to serve open space equity needs in Tukwila. The project proposes to use the requested funding for title, appraisal, and start-up work on mapped parcels in the city that meet all three defined criteria for a match waiver. This project is not property-specific. City cash match is required for this project. Project funding was authorized in King County Ordinance 19021.

**Is this a Bond-financed Project? No**

## EXHIBIT B

### Tax Covenants

The City acknowledges that proceeds provided by the County for the Project may be proceeds of Bonds subject to certain requirements of the Tax Code. The City will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

(a) Expenditure of Proceeds. The City will expend proceeds of the Bonds received from the County for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the City for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

(b) Notice. The City will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

(c) Treatment as Grant.

- (1) The City is a governmental entity possessing substantial taxing, eminent domain and police powers and constituting a political subdivision of the State.
- (2) The City is not acting as an agent of the County.
- (3) The grant of proceeds for the Project does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).
- (4) The grant is required to be used for open space as required under Article II but does not impose any conditions relating to the use of the Project or other property of the City by the County or any of its agencies or authorities.
- (5) This agreement is a grant agreement.

(d) Limitations on Disposition of Project. The City will not sell or otherwise dispose of any components of the Project without prior approval by the County and compliance with timeframes for completion of land replacement or cash reimbursement as provided in Section 6.4.

(e) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Bond proceeds received and with respect to the

Project for at least three years after the Bonds mature or are redeemed as provided in the amendment granting such Bond proceeds to the City.

(f) Cooperation. The City will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The City will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the City and the Project.

**EXHIBIT C**

**AMENDMENT TO THE CONSERVATION FUTURES  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF \_\_\_\_\_  
FOR OPEN SPACE ACQUISITION PROJECTS**

**Preamble**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF \_\_\_\_\_ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the \_\_\_\_\_ day of (Month), (Year), as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment \_\_\_\_.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF \_\_\_\_\_

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
Mayor

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

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

Approved as to form:

Approved as to form:

---

Dan Satterberg  
King County Prosecuting Attorney

---

City Attorney

**EXHIBIT 1**

**[YEAR] CONSERVATION FUTURES LEVY PROCEEDS  
CITY OF \_\_\_\_\_ ALLOCATION**

Jurisdiction	Project Name (Project Number)	Allocation
[City Name]	[Project Name] ([Project Number])	\$
TOTAL		\$

**Project Description:**

Project #[Project Number] [City Name] – [Project Name]  
[Project Description used in legislation approving proceeds]

**Is this a Bond-financed Project?**



**Water and Land Resources Division**

Department of Natural Resources and Parks  
King Street Center  
201 South Jackson Street, Suite 5600  
Seattle, WA 98104-3855  
**206-477-4800** Fax 206-296-0192  
TTY Relay: 711

December 5, 2023

Josh Hopkins  
City of Tukwila  
6200 Southcenter Blvd  
Tukwila, WA 98188

Dear Josh:

The King County Council has approved the following award of Conservation Futures funding.

<b>Award Type</b>	<b>Project Name</b>	<b>Award Amount</b>	<b>Required Match</b>
FY 2024	Nelsen Side Channel Acquisition	\$150,000	25% Match

The email accompanying this letter provides details about next steps on our Interlocal Cooperation Agreement associated with this project. The project should be completed within two years of King County Council’s approval of funds.

Please contact me at (206) 477-4578 or [Ingrid.Lundin@kingcounty.gov](mailto:Ingrid.Lundin@kingcounty.gov) if you have any questions about this award.

Sincerely,



Ingrid Lundin  
Conservation Futures Program Coordinator





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Catrien de Boer, Grant Analyst**  
 CC: **Mayor Thomas McLeod**  
 DATE: **February 23, 2024**  
 SUBJECT: **Nelsen Salmon Habitat Side Channel and “Green the Green” Phase 4**  
**Project No. 91641203 and Project No. 91641202**  
**King County Cooperative Watershed Management Grant Agreement**

### ISSUE

Accept a King County Cooperative Watershed Management (CWM) 2023 grant award for \$240,000. The first \$200,000 of the award is for the Nelsen Salmon Habitat Side Channel and \$40,000 is for Tukwila’s “Green the Green” Shoreline Revegetation Phase 4.

### BACKGROUND

In March 2023, the City applied to the CWM Grant Program requesting money for two City habitat restoration projects. The money allocated to the Nelsen project will be used to offset the costs for survey, site analysis, stakeholder coordination, design, and permitting of the site. When complete, this project will create about one acre of rare off-channel rearing habitat and restore another acre of riparian forest.

The money allocated to the “Green the Green” Shoreline Revegetation Phase 4 will be used to fund two years of maintenance for two in-progress restoration sites along the Green River. The restoration sites are considered critical need areas in the County’s Riparian Aspects Map, requiring maintenance.

### DISCUSSION

The City of Tukwila was notified on October 31<sup>st</sup>, 2023, that we received the full grant award for \$240,000 for these projects. The grant contract has been approved by the City Attorney and outlines the scope of work and budget for each project. By approving the award, staff can proceed with acquiring the Mayor’s signature and execute this contract.

### FINANCIAL IMPACT

The City has been awarded \$240,000 from the CWM program. No local match is required.

Nelsen Salmon Habitat Side Channel	\$200,000
<u>“Green the Green” Shoreline Revegetation Phase 4</u>	<u>\$40,000</u>
<b>Total Grant Award</b>	<b>\$240,000</b>

### RECOMMENDATION

Council is being asked to accept a Cooperative Watershed Management program grant award for the Nelsen and “Green the Green” projects in the amount of \$240,000 and consider this item on the Consent Agenda at the March 4, 2024 Regular Council Meeting.

**Attachment:** 2023-2028 CIP Pg. 80 and Pg. 83  
 2023 CWM Grant Agreement  
 Nelsen Parcel Map  
 Green the Green Phase 4 Site Locations

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Green the Green Program

Project No. 91641202

**DESCRIPTION:** This program supports revegetation efforts along watercourses within the City with main goal of providing habitat and reducing water temperatures. Funding may be utilized for costs related to planting or maintenance and include City and partner projects that contribute to the goals.

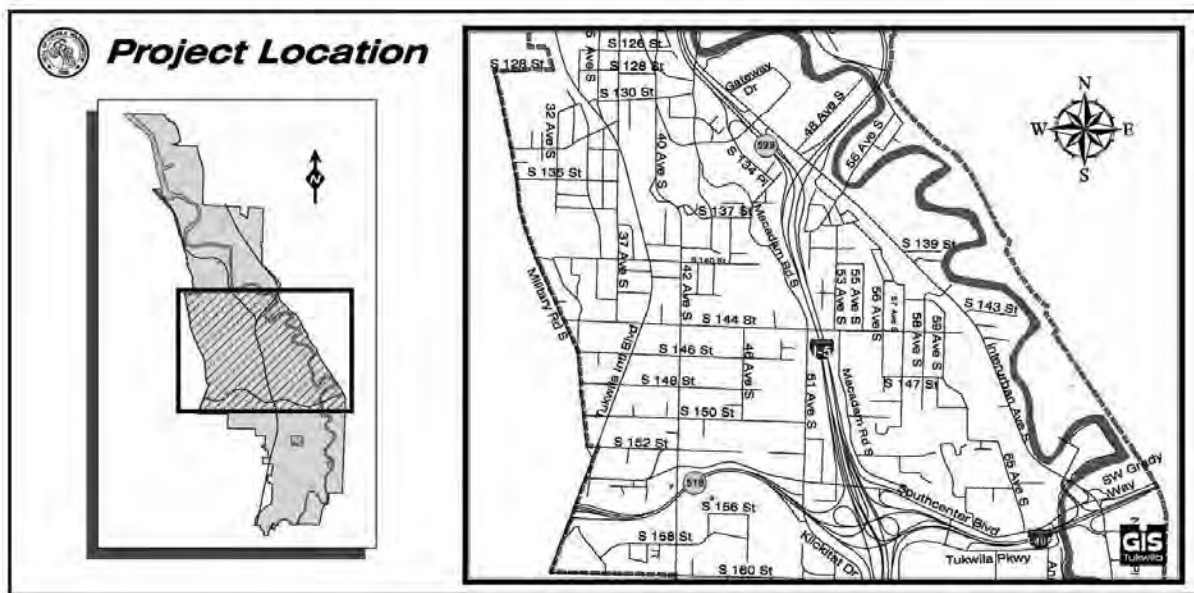
**JUSTIFICATION:** WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river.

**STATUS:** Pilot project at NC Machinery & Southcenter Plaza completed and in ongoing maintenance. Funds maintenance of recently completed surface water CIP projects meeting program goals. Other opportunities are being identified in a collaborative interdepartmental effort.

**MAINT. IMPACT:** Expected to increase maintenance.

**COMMENT:** Grant funding ongoing. Funding to date has come from WRIA9, King Co., and the Rose Foundation.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
<b>EXPENSES</b>											
Design	35		20	5	20	5	20	5	30	140	
Land (R/W)			5		5			3	5	18	
Monitoring & Maint.	10	8	160	50	80	30	60	60	45	503	
Const. Mgmt.	9			25	0	25		20	20	99	
Construction	181			100		100		100	100	581	
<b>TOTAL EXPENSES</b>	<b>235</b>	<b>8</b>	<b>185</b>	<b>180</b>	<b>105</b>	<b>160</b>	<b>80</b>	<b>188</b>	<b>200</b>	<b>1,341</b>	
<b>FUND SOURCES</b>											
Awarded Grants KC	172	8	29							209	
Proposed Grants			40	50	50	50	50	50	50	340	
Rose Foundation	25									25	
Mitigation Expected										0	
Utility Revenue	38	0	116	130	55	110	30	138	150	767	
<b>TOTAL SOURCES</b>	<b>235</b>	<b>8</b>	<b>185</b>	<b>180</b>	<b>105</b>	<b>160</b>	<b>80</b>	<b>188</b>	<b>200</b>	<b>1,341</b>	





Project Name:  
Project #1: Nelsen Salmon Habitat Side Channel  
Project #2: Tukwila's "Green the Green" Shoreline Revegetation Phase 4

Award Number:  
4.9.23.008  
4.9.23.013

**AGREEMENT FOR AWARD OF  
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS  
BETWEEN THE CITY OF TUKWILA AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Tukwila** ("Recipient") (collectively referred to as the "parties" and in the singular "party"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,  
[Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Primary Contact for Recipient: Joshua Hopkins, Surface Water Project Manager, 206-431-2456,  
[Joshua.hopkins@tukwilawa.gov](mailto:Joshua.hopkins@tukwilawa.gov).

**SECTION 1. RECITALS**

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.4 Whereas, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2022-13 on November 8, 2022, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,737,696 in 2023 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.5 Whereas, on September 12, 2023, the Board passed Resolution FCD 2023-07, which approved the projects described in Attachment A to that Resolution;
- 1.6 Whereas, the Recipient submitted applications to its respective WRIA forum or committee for the projects, as described in Exhibit A attached hereto and incorporated

Project Name:  
Project #1: Nelsen Salmon Habitat Side Channel  
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herein by this reference, and that body has recommended the projects for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");

- 1.7 Whereas, the Board approved funding of Recipient's applications for the projects ("Projects"), as described in Attachment A to Resolution FCD 2023-07 in the amount of **\$240,000** ("Award");
- 1.8 Whereas, King County has received Scopes of Work and Budgets for the Projects from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibits B-1 through B-2 ("Scopes of Work"), and the Budgets, attached hereto and incorporated herein as Exhibit C ("Budgets"), are consistent with the Grant Policies and Procedures; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD 2023-07 and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

## **SECTION 2. AGREEMENT**

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to the Recipient in the total amount of \$240,000 from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scopes of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scopes of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scopes of Work and are authorized by the Award as identified in the Budget of this

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- Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Requests for payment must be made separately for each Project addressed in this agreement. Requests for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. Progress Report forms and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed for each grant, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total budget amount for each grant. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
  - 2.6. The Recipient shall be required to submit to King County a final report for each grant award which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
  - 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
  - 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
  - 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records



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in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. If Recipient is purchasing real property interests with Award funds, Recipient agrees to include restrictive language provided by the County in the instrument transferring the real property interest specifying that the real property interest shall be used in perpetuity for purposes consistent RCW 86.15.035.
- 2.13. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

- 2.14. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Projects on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant Recipient shall submit documentation of acknowledgement activities with their final reporting documents.

**SECTION 3. GENERAL PROVISIONS**

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

<b>King County</b>	<b>Recipient</b>
Kim Harper	Joshua Hopkins
Grant Administrator	Surface Water Project Manager
King County WLRD	City of Tukwila
<a href="mailto:kim.harper@kingcounty.gov">kim.harper@kingcounty.gov</a>	<a href="mailto:Joshua.hopkins@tukwilawa.gov">Joshua.hopkins@tukwilawa.gov</a>

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.6. The Projects shall be completed by no later than **December 31, 2025**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Awards as specified in Section 2.2 and Exhibits B and C. In the event of termination

under this section, the County shall be released from any obligation to fund the Projects and Recipient shall forfeit all rights to the unexpended portion of the Award.

- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient's performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.
- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.15. The amount of the Awards has been fully funded by the District. To the extent that funding of the Awards requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scopes of Work. If no

Project Name:  
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such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of March 1, 2023.

**KING COUNTY:**

**RECIPIENT:**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Project Name:  
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**EXHIBIT A: PROJECT DESCRIPTION**

WRIA	Project	Recipient	Description	Leverage	Award
9	Nelsen Salmon Habitat Side Channel	City of Tukwila	Perform acquisition, survey, site analysis, stakeholder coordination, design and permitting. This will create about one acre of rare off-channel rearing habitat and restore another acre of riparian forest by setting back a levee and reconnecting the river with its historic channel as part of the watershed-wide effort to recover threatened Chinook salmon and to benefit other aquatic species.	\$800,000	\$200,000
9	Tukwila’s “Green the Green” Shoreline Revegetation Phase 4		Provide two years of maintenance for two in-progress restoration sites along the Green River in Tukwila. Together, the restoration sites are shown as a combination of “critical”, “high” and “medium” need areas in the Riparian Aspects Map.	\$10,000	\$40,000
<b>TOTALS</b>				<b>810,000</b>	<b>\$240,000</b>

**Project Locations:**

**Project No. 1:** River mile 12.5 – 12.6 on the right bank of the Green River in Tukwila, WA.

**Project No. 2:** Restoration sites along the Green River in Tukwila, WA.

**EXHIBIT B-1: SCOPE OF WORK FOR NELSEN SALMON HABITAT SIDE CHANNEL**

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration (Required)</b>	City staff will submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	Billing reimbursements, progress reports, and final closeout documentation.	1%	December 2025
<b>Task 2: Acquisition</b>	Acquisition of the Nelsen Family Trust parcel	Deed	49.5%	December 2024
<b>Task 3: Basis of Design and Design Alternatives</b>	Develop basis of Design: physical and biological surveying; Geotech; hydraulic and hydrologic modeling; Cultural Resources; and site analysis. Develop design alternatives.	Survey, geotechnical, cultural, and hydrologic/hydraulic reports, and design alternatives.	49.5%	June 2024

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**EXHIBIT B-2: SCOPE OF WORK**

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration (Required)</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.		2%	December 2025
<b>Task 2: Project Management</b>	Coordination between City, Contractor and landowners, including reporting.		3%	December 2025
<b>Task 3: Invasive Weed Control</b>	Mechanical and chemical control of plants for two years		50%	October 2025
<b>Task 4: Plant Maintenance</b>	Watering plants for 2 years; soil amendments, mulch.	Closeout Report with photos of planted areas	20%	October 2025
<b>Task 5: Adaptive Management</b>	Adaptive Management planting		15%	December 2025
<b>Task 6: Outreach</b>	Reach out to property owners seeking collaborative restoration partnerships.		10%	December 2025

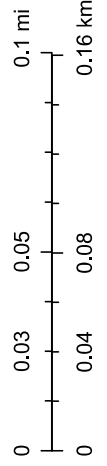
**EXHIBIT C: BUDGET**

Budget Item	Grant Award Amount		
	Nelsen Salmon Habitat Side Channel	Tukwila's "Green the Green" Shoreline Revegetation Phase 4	Totals
<b>Staffing</b>	\$1,688	\$1,793	\$3,481
<b>Project Supplies</b>		\$6,852	\$6,852
<b>Commercial Services &amp; Crew Time</b>	\$99,350	\$31,355	\$130,705
<b>Real Estate-Related Costs</b>	\$98,962		\$98,962
<b>Total</b>	<b>\$200,000</b>	<b>\$40,000</b>	<b>\$240,000</b>

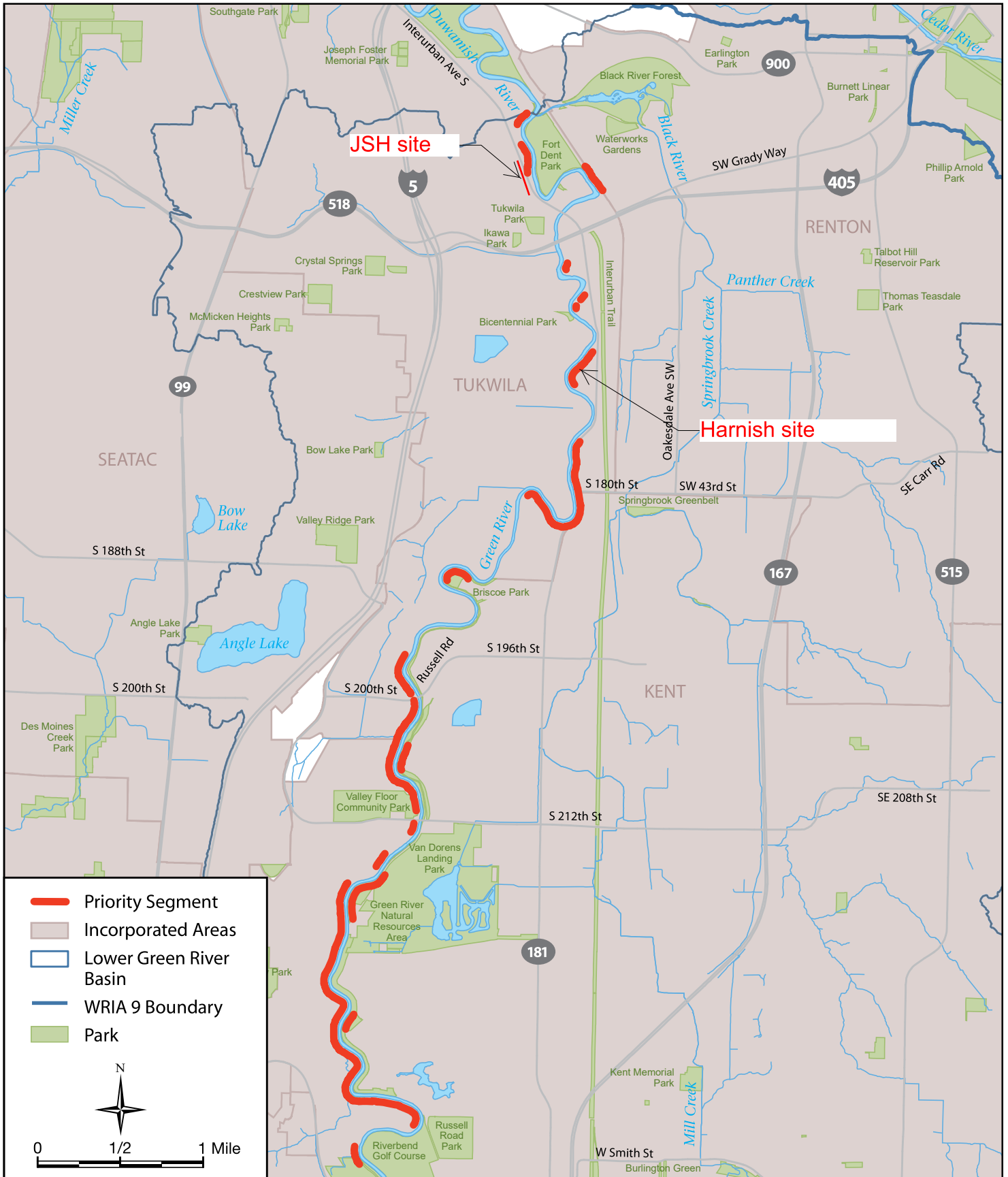
# Map - Parcel Map and Site Photos



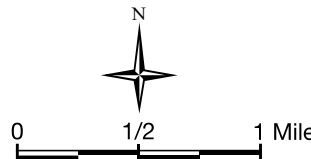
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- Parcels
- Buildings
- Street



- - - Priority Segment
- Incorporated Areas
- Lower Green River Basin
- WRIA 9 Boundary
- Park



**King County**  
 Department of  
 Natural Resources and Parks  
**Water and Land Resources  
 Division**

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

Data Sources: King County Datasets,  
 \dnrp1\projects\WLRD\15122\MapDocs\LwrGreenNorth\_ToGraphics.mxd  
 File Name: 1606\_6797a\_wria9\_reveg\_LGRNorth.ai Prepared by: KCIT eGov

**WRIA 9 Riparian Revegetation  
 Priority Areas  
 Lower Green River – North**  
*Re-Green the Green:  
 WRIA 9 Revegetation Strategy and Plan*





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Catrien de Boer, Grant Analyst**  
 CC: **Mayor Thomas McLeod**  
 DATE: **February 23rd, 2023**  
 SUBJECT: **Southcenter Boulevard & 65th Avenue South Signal**  
**Project No. 90310404**  
**TIB Urban Arterial Program Grant Award**

### ISSUE

Accept a Transportation Improvement Board (TIB) Urban Arterial Program (UAP) grant award for \$782,090 to fund the construction of the Southcenter Boulevard and 65<sup>th</sup> Avenue S Signal.

### BACKGROUND

In 2016, a signal warrant analysis was completed at two intersections with Southcenter Boulevard: 65<sup>th</sup> Avenue S and 62<sup>nd</sup> Avenue S. While both intersections met the criteria for signalization, the recommendation was to prioritize the signal at the intersection of 65<sup>th</sup> Avenue S. A signal at 65<sup>th</sup> Avenue S is anticipated to also regulate operations at 62<sup>nd</sup> Avenue S as well as the speeds along Southcenter Boulevard. In 2021, this project was added to the Traffic Impact Fee list.

### DISCUSSION

In August 2023, staff submitted an application to the UAP to fund the construction of the Southcenter Blvd and 65<sup>th</sup> Ave S signal. In early December, the Council approved a contract with KPG, Psomas, to complete the preliminary engineering/design for this project using CIP funds. In mid-December, staff was notified that we received the full grant award for \$782,090 to fund the construction of this project.

### FINANCIAL IMPACT

The City was awarded a \$782,090 grant from the TIB for the construction of the Southcenter/65<sup>th</sup> Ave S signal. The grant requires a 33.8% local city match, which is \$400,000. The project CIP budget, which comes from Traffic Impact Fees, is sufficient to cover the match.

	<u>Project Budget</u>	<u>Fund Source</u>
TIB Grant Award	\$782,090	
City Match	<u>\$400,000</u>	Traffic Impact Fees
<b>Total</b>	<b>\$1,182,090</b>	

### RECOMMENDATION

Council is being asked to accept an Urban Arterial Program grant award for the construction of the Southcenter Blvd and 65<sup>th</sup> Ave S signal in the amount of \$782,090 and consider this item on the Consent Agenda at the March 4<sup>th</sup>, 2024 Regular Council Meeting.

#### **Attachments:**

- 2023 CIP, page 19
- Project Map and Photos
- Grant Agreement

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Southcenter Blvd/65th Ave S Signal

Project No. 90310404

**DESCRIPTION:** Design and construct a traffic signal at the Southcenter Boulevard/65th Avenue S intersection.

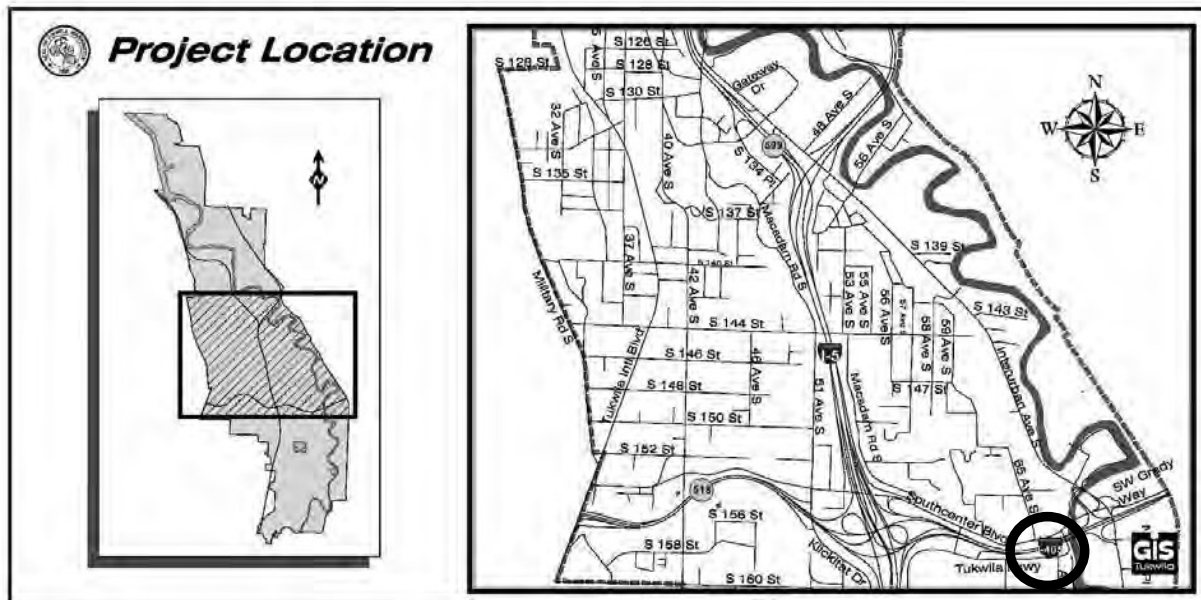
**JUSTIFICATION:** The intersection experiences significant delay for southbound left turn movements during the PM Peak Hour. Signal warrants have been met.

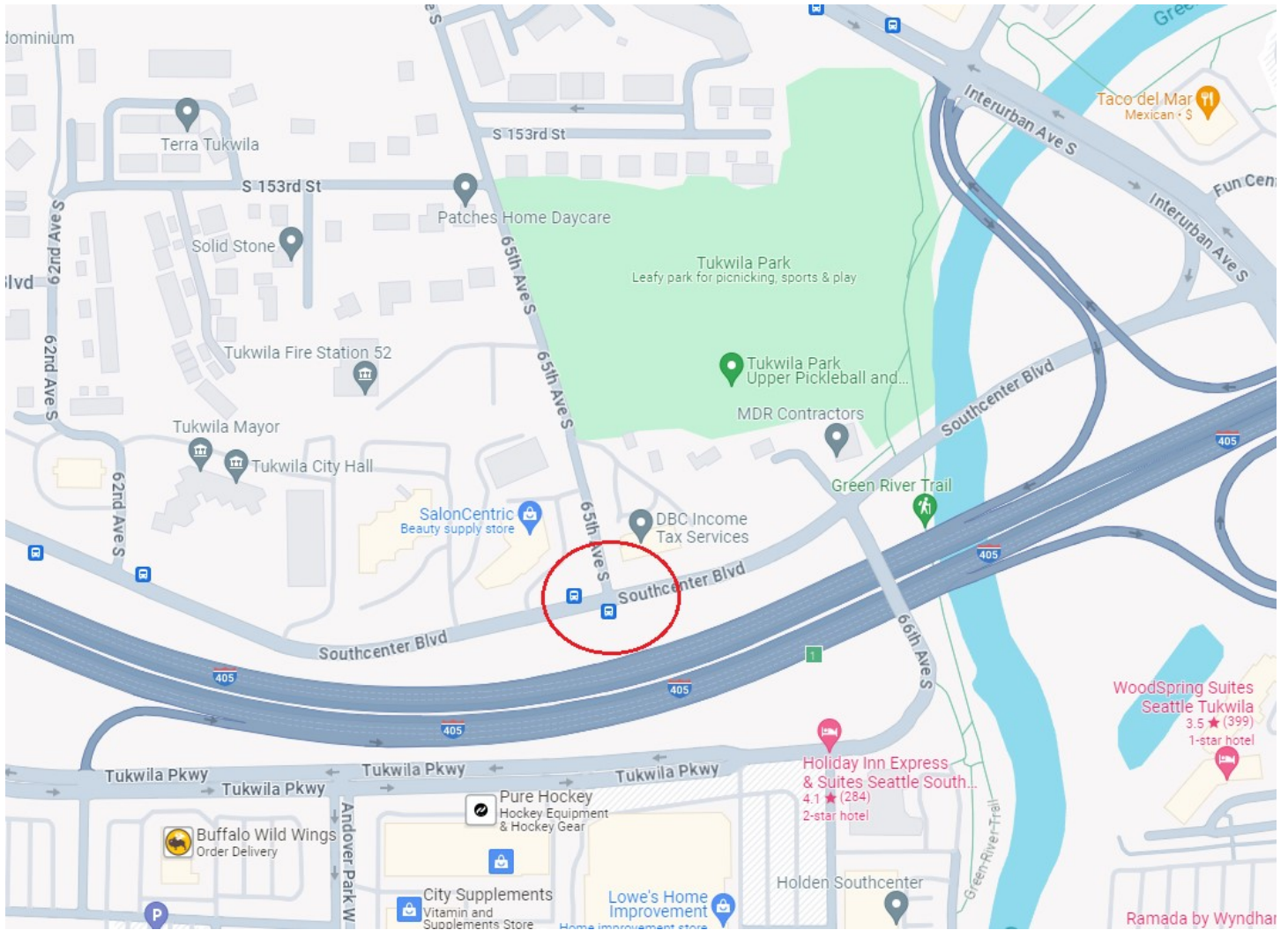
**STATUS:** New project for 2021-2026 CIP.

**MAINT. IMPACT:** Ongoing annual maintenance.

**COMMENT:** Project on Traffic Impact Fee list.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
<b>EXPENSES</b>										
Design			100	100						200
Land (R/W)										0
Const. Mgmt.				100						100
Construction				800						800
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,100</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant				500						500
Mitigation Actual										0
Traffic Impact Fees			100	500						600
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SOURCES</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,100</b>







*Southcenter Blvd/65th Ave S Signal Facing North*



*Southcenter Blvd/65th Ave S Signal Facing South*



Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing East



Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing East at the Bus Stop



*Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing West*



*Southcenter Blvd/65th Ave S Signal Facing North*



*Southcenter Blvd/65th Ave S Signal Facing South*



Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing East



Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing East at the Bus Stop





*Southcenter Blvd/65<sup>th</sup> Ave S Signal Facing West*



City of Tukwila  
8-1-116(014)-1  
Southcenter Boulevard Signal  
65th Avenue S

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Tukwila  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Southcenter Boulevard Signal, 65th Avenue S (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tukwila, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 66.1616 percent of approved eligible project costs up to the amount of \$782,090, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**  
 FROM: **Hari Ponnekanti, Public Works Director**  
 BY: **Mike Perfetti, Surface Water Sr. Program Manager**  
 CC: **Mayor Thomas McCleod**  
 DATE: **February 23, 2024**  
 SUBJECT: **Surface Water Fund – Chinook Wind Public Access Project**  
**Project No. 91441202**  
**Bid Award for Construction**

### **ISSUE**

Award a contract to All Terrain Excavating, LLC for construction of the Chinook Wind Public Access Project

### **BACKGROUND**

The Chinook Wind project was established as a City CIP project in 2015 with the vision of creating off-channel habitat for aquatic species, including ESA-listed Chinook salmon, and a public shoreline trail. King County became a project partner and acquired the site in 2015. In 2023, King County completed the off-channel habitat portion of the project through their in-lieu fee mitigation program. In 2021, the City began designing the public access portion of the project, featuring a trail, trailhead, site furnishings, planting and signage. The project was advertised for construction on January 29, 2024.

### **ANALYSIS**

Seven bids were received and opened on February 7, 2024. The bids were checked, tabulated, and corrected, and the apparent low bidder, All Terrain Excavating, LLC, was verified as the lowest bidder at a corrected amount of \$357,189.58. Their bid proposal of \$359,750.22 had several minor miscalculations and where conflict arose, per the proposal instructions, the unit prices prevailed over the amount and were corrected as such.

### **FISCAL IMPACT**

The 2023-2024 project CIP budget is \$422,000. Remaining grant funds and Surface Water enterprise funds are sufficient to cover the match.

<b>Expenses</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Amount</b>
Bid Amount	\$357,189.58	ALEA grant (remaining)	\$131,000.00
Contingency (15%)	\$53,579.79	CIP Surface Water Funds	\$253,539.37
		King County	\$26,230.00
<b>Total</b>	<b>\$410,769.37</b>		<b>\$410,769.37</b>

### **RECOMMENDATION**

Council is being asked to award the construction contract for construction of the Chinook Wind Public Access Project to All Terrain Excavating, LLC in the amount of \$357,189.58 and consider this item on the Consent Agenda at the March 4, 2024 Regular Meeting.

Attachments: Certified Bid Tabulation  
CIP p 86

Chinook Wind Public Access Project  
 City Project: 91441202  
 Bid Opening: February 7, 2024  
 Certified Bid Tab

ITEM NO.	ITEM	UNITS	QUANTITY	Engineer's Estimate		All Terrain Excavating, LLC		Blackfish Civil Infrastructure		Northwest Cascade, Inc.		K.R. Homes, LLC		Harkness Construction, LLC		East Slope Earthworks		Westwater Construction Co.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>SCHEDULE A - REAL PROPERTY IMPROVEMENTS</b>																			
1	Mobilization	LS	1	42,621.20	42,621.20	21,000.00	21,000.00	32,280.00	32,280.00	45,000.00	45,000.00	70,000.00	70,000.00	50,000.00	50,000.00	11,650.00	11,650.00	35,000.00	35,000.00
2	Minor Changes	FA	1	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
3	Contractor Supplied Surveying and Staking	LS	1	15,240.00	15,240.00	9,780.00	9,780.00	9,450.00	9,450.00	11,250.00	11,250.00	12,000.00	12,000.00	7,900.00	7,900.00	14,336.00	14,336.00	5,000.00	5,000.00
4	Temporary Water Pollution/Erosion Control	LS	1	15,000.00	15,000.00	4,000.00	4,000.00	8,989.73	8,989.73	18,500.00	18,500.00	27,000.00	27,000.00	4,000.00	4,000.00	7,526.00	7,526.00	15,000.00	15,000.00
5	Permits and Licenses	LS	1	7,620.00	7,620.00	150.00	150.00	17,250.00	17,250.00	2,800.00	2,800.00	4,000.00	4,000.00	1.00	1.00	530.00	530.00	10,000.00	10,000.00
6	Resolution of Utility Conflicts	FA	1	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
7	Project Temporary Traffic Control	LS	1	8,368.00	8,368.00	12,840.00	12,840.00	21,551.00	21,551.00	58,000.00	58,000.00	11,000.00	11,000.00	2,000.00	2,000.00	34,590.00	34,590.00	5,000.00	5,000.00
8	Clearing, Grubbing and Roadside Cleanup	FA	1	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
9	Tree Removal	EA	5	2,580.00	12,900.00	428.00	2,140.00	574.02	2,870.10	1,100.00	5,500.00	1,500.00	7,500.00	600.00	3,000.00	268.00	1,340.00	1,500.00	7,500.00
10	Tree Protection Fencing & Construction Fencing	LF	630	7.00	4,410.00	23.33	14,697.90	6.96	4,384.80	6.50	4,095.00	12.00	7,560.00	1.00	630.00	8.70	5,481.00	7.00	4,410.00
11	Removal of Structure and Obstructions	LS	1	11,000.00	11,000.00	8,000.00	8,000.00	15,861.26	15,861.26	30,000.00	30,000.00	7,000.00	7,000.00	32,581.00	32,581.00	17,877.00	17,877.00	15,000.00	15,000.00
12	Excavation	CY	31	1,395.00	45,000.00	2,519.42	78,102.02	71.43	2,214.33	53.00	1,643.00	85.00	2,635.00	200.00	6,200.00	57.00	1,767.00	150.00	4,650.00
13	Embankment Fill and Compaction	CY	74	51.00	3,774.00	40.66	3,008.84	112.77	8,344.98	69.00	5,106.00	90.00	6,660.00	250.00	18,500.00	36.50	2,701.00	125.00	9,250.00
14	Gravel Borrow Including Haul	CY	25	64.00	1,600.00	37.45	936.25	178.51	4,462.75	100.00	2,500.00	120.00	3,000.00	54.00	1,350.00	59.00	1,475.00	125.00	3,125.00
15	Cement Concrete Pavement	CY	1	1,300.00	1,300.00	2,568.00	2,568.00	2,864.60	2,864.60	1,500.00	1,500.00	3,200.00	3,200.00	600.00	600.00	988.00	988.00	2,500.00	2,500.00
16	Pine Rail fence	LF	1,400	46.00	64,400.00	15.47	21,658.00	23.43	32,802.00	25.00	35,000.00	20.00	28,000.00	26.00	36,400.00	20.00	28,000.00	27.00	37,800.00
17	Seeding, Fertilizing and Mulching- Native Meadow Seed	SF	2,200	3.00	6,600.00	1.07	2,354.00	0.91	2,002.00	0.60	1,320.00	1.00	2,200.00	0.65	1,430.00	1.13	2,486.00	1.00	2,200.00
18	Biodegradable Erosion Control Blanket	SF	700	7.00	4,900.00	0.58	406.00	0.43	301.00	1.50	1,050.00	1.00	700.00	2.00	1,400.00	16.80	11,760.00	5.00	3,500.00
19	Topsoil Type A	CY	20	83.00	1,660.00	107.00	2,140.00	104.21	2,084.20	120.00	2,400.00	64.00	1,280.00	80.00	1,600.00	95.20	1,904.00	150.00	3,000.00
20	Fine Compost	CY	130	82.00	10,660.00	99.34	12,914.20	79.12	10,285.60	111.00	14,430.00	80.00	10,400.00	80.00	10,400.00	122.10	15,873.00	110.00	14,300.00
21	Bark or Wood Chip Mulch	CY	75	80.00	6,000.00	84.53	6,339.75	78.65	5,898.75	107.00	8,025.00	58.00	4,350.00	80.00	6,000.00	101.00	7,575.00	110.00	8,250.00
22	PSIPE - 12"-18" Bare root plantings	EA	45	21.00	945.00	5.95	267.75	25.27	1,137.15	13.00	585.00	11.00	495.00	15.00	675.00	28.50	1,282.50	10.00	450.00
23	PSIPE - 4" Pot Container Plants	EA	366	18.00	6,588.00	8.74	3,198.84	9.59	3,509.94	13.00	4,758.00	13.00	4,758.00	15.00	5,490.00	31.00	11,346.00	7.00	2,562.00
24	PSIPE - 1 Gallon Container Plants	EA	1,182	27.00	31,914.00	6.64	7,848.48	13.99	16,536.18	17.00	20,094.00	15.00	17,730.00	16.00	18,912.00	50.50	59,691.00	20.00	23,640.00
25	PSIPE - 2 Gallon Container Plants	EA	33	46.00	1,518.00	32.16	1,061.28	38.47	1,269.51	56.00	1,848.00	27.00	891.00	22.00	726.00	61.50	2,029.50	25.00	825.00
26	PSIPE - 5 Gallon Container Plants	EA	69	70.50	4,864.50	118.14	8,151.66	49.26	3,398.94	210.00	14,490.00	170.00	11,730.00	50.00	3,450.00	78.50	5,416.50	50.00	3,450.00
27	PSIPE - 1 1/2" Caliper Plants	EA	3	660.00	1,980.00	344.54	1,033.62	750.75	2,252.25	370.00	1,110.00	400.00	1,200.00	700.00	2,100.00	452.00	1,356.00	500.00	1,500.00
28	Wildlife Exclusion	LS	1	5,050.00	5,050.00	500.00	500.00	1,118.25	1,118.25	2,400.00	2,400.00	1,850.00	1,850.00	100.00	100.00	28,000.00	28,000.00	1,500.00	1,500.00
29	Irrigation Water System	LS	1	12,300.00	12,300.00	12,600.00	12,600.00	42,387.45	42,387.45	25,000.00	25,000.00	24,000.00	24,000.00	25,000.00	25,000.00	50,400.00	50,400.00	50,000.00	50,000.00
30	Watering Bag	EA	25	110.00	2,750.00	64.41	1,610.25	61.22	1,530.50	70.00	1,750.00	79.00	1,975.00	50.00	1,250.00	56.00	1,400.00	30.00	750.00
31	Bench	EA	2	4,500.00	9,000.00	1,284.00	2,568.00	2,100.00	4,200.00	2,700.00	5,400.00	3,400.00	6,800.00	4,000.00	8,000.00	2,240.00	4,480.00	7,500.00	15,000.00
32	Bike Rack	EA	1	1,900.00	1,900.00	2,675.00	2,675.00	2,172.50	2,172.50	2,500.00	2,500.00	2,100.00	2,100.00	4,000.00	4,000.00	2,016.00	2,016.00	2,500.00	2,500.00
33	Trash receptacle	EA	1	2,100.00	2,100.00	2,033.00	2,033.00	1,650.00	1,650.00	2,200.00	2,200.00	2,850.00	2,850.00	2,500.00	2,500.00	1,680.00	1,680.00	2,500.00	2,500.00
34	Bollard	EA	3	1,530.00	4,590.00	642.00	1,926.00	935.00	2,805.00	2,000.00	6,000.00	1,800.00	5,400.00	1,000.00	3,000.00	1,164.00	3,492.00	2,000.00	6,000.00
35	Interpretive Sign base	EA	2	4,800.00	9,600.00	321.00	642.00	1,100.00	2,200.00	1,200.00	2,400.00	2,800.00	5,600.00	2,500.00	5,000.00	1,580.00	3,160.00	2,500.00	5,000.00
36	Habitat Log	EA	5	2,000.00	10,000.00	535.00	2,675.00	1,100.00	5,500.00	600.00	3,000.00	350.00	1,750.00	800.00	4,000.00	338.00	1,690.00	500.00	2,500.00
37	Amphibian stick bundle	EA	5	1,270.00	6,350.00	248.88	1,244.40	275.00	1,375.00	265.00	1,325.00	300.00	1,500.00	400.00	2,000.00	263.00	1,315.00	500.00	2,500.00
38	Stone Paver Band	LF	100	76.00	7,600.00	96.30	9,630.00	33.00	3,300.00	60.00	6,000.00	50.00	5,000.00	120.00	12,000.00	79.00	7,900.00	50.00	5,000.00
39	Kiosk	LS	1	15,600.00	15,600.00	2,140.00	2,140.00	8,250.00	8,250.00	11,650.00	11,650.00	7,750.00	7,750.00	15,000.00	15,000.00	9,130.00	9,130.00	7,500.00	7,500.00
40	Crushed Surfacing	SF	8,500	6.00	51,000.00	0.46	3,910.00	2.19	18,615.00	2.50	21,250.00	4.50	38,250.00	10.00	85,000.00	2.20	18,700.00	7.00	59,500.00
<b>Schedule A Subtotal</b>					<b>424,097.70</b>		<b>287,750.24</b>		<b>326,104.77</b>		<b>400,879.00</b>		<b>369,114.00</b>		<b>401,195.00</b>		<b>401,343.50</b>		<b>397,162.00</b>
<b>Sales Tax @ 10.1%</b>					<b>42,833.87</b>		<b>29,062.77</b>		<b>32,936.58</b>		<b>40,488.78</b>		<b>37,280.51</b>		<b>40,520.70</b>		<b>40,535.69</b>		<b>40,113.36</b>
<b>Schedule A Total</b>					<b>466,931.57</b>		<b>316,813.01</b>		<b>359,041.35</b>		<b>441,367.78</b>		<b>406,394.51</b>		<b>441,715.70</b>		<b>441,879.19</b>		<b>437,275.36</b>
<b>SCHEDULE B - RULE 171</b>																			
41	Extruded Curb	LF	78	30.00	2,340.00	33.17	2,587.26	51.73	4,034.94	40.00	3,120.00	45	3,510.00	100.00	7,800.00	39.00	3,042.00	50.00	3,900.00
42	HMA Class 1/2" PG 64-22	TON	60	178.00	10,680.00	169.40	10,164.00	261.46	15,687.60	333.00	19,980.00	330	19,800.00	280.00	16,800.00	305.00	18,300.00	400.00	24,000.00
43	Paint Line	LF	360	4.00	1,440.00	2.14	770.40	2.10	756.00	2.50	900.00	3	1,080.00	2.00	720.00	2.30	828.00	5.00	1,800.00
44	Cement Concrete Traffic Curb & Gutter	LF	152	65.00	9,880.00	28.41	4,318.32	50.73	7,710.96	48.00	7,296.00	70	10,640.00	40.00	6,080.00	39.50	6,004.00	150.00	22,800.00
45	Painted Access Parking Space Symbol	EA	1	445.00	445.00														



# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Chinook Wind Public Access

Project No. 91441202

**DESCRIPTION:** King County purchased site and will restore it as a salmon estuary and passive park in partnership with the City. City CIP project is to develop public access and maintenance trail. Plan is to connect trail through PW shops to Duwamish Gardens.

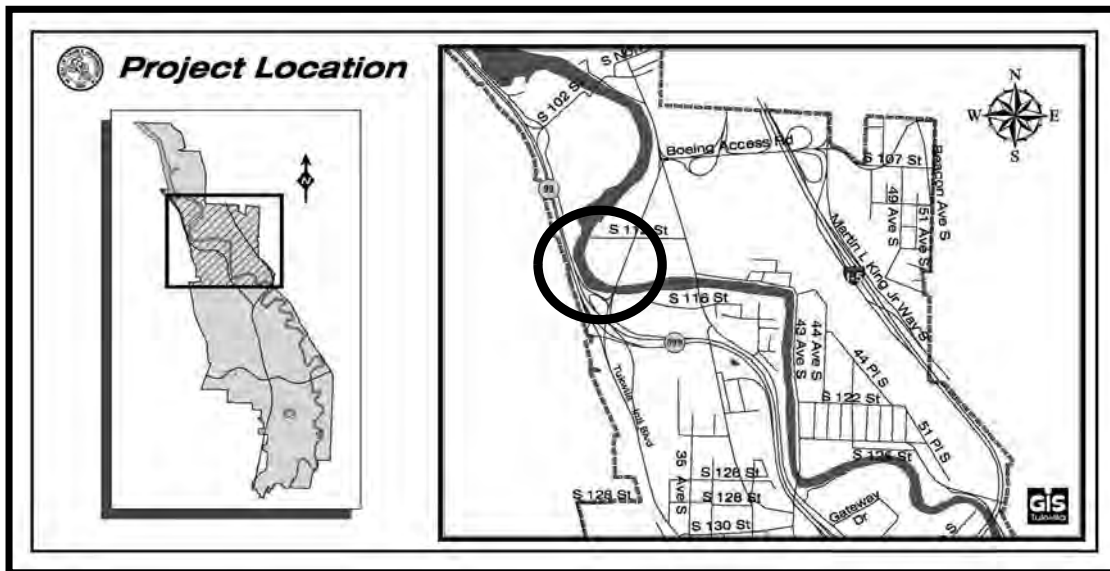
**JUSTIFICATION:** The WRIA 9 Salmon Recovery Plan recommends creating 20-acres of off-channel habitat within the Duwamish Transition Zone and lists this section of the river as critical habitat for salmon recovery within the Green/Duwamish Watershed.

**STATUS:** King County construction slated to begin in 2021. City construction will be a separate contract, to start in 2022.

**MAINT. IMPACT:** Passive park will require additional maintenance.

**COMMENT:** Grant funding for County project is from the KC fee in-lieu mitigation program and KCD. City CIP has 50% RCO ALEA funding.

FINANCIAL (in \$000's)	Through Estimated		2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
	2021	2022								
<b>EXPENSES</b>										
Design	19	45								64
Land (R/W)										0
Monitoring										0
Const. Mgmt.			85							85
Construction			337	0						337
<b>TOTAL EXPENSES</b>	<b>19</b>	<b>45</b>	<b>422</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>486</b>
<b>FUND SOURCES</b>										
Awarded Grant ALEA		31	126							157
Proposed Grant				0						0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	14	296	0	0	0	0	0	0	329
<b>TOTAL SOURCES</b>	<b>19</b>	<b>45</b>	<b>422</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>486</b>







## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Sherry Edquid, Project Manager**  
 CC: **Mayor McLeod**  
 DATE: **February 23, 2024**  
 SUBJECT: **Enhanced Maintenance Plan**  
**Project No. 72341203**  
**Consultant Selection and Agreement**

### **ISSUE**

Request to approve a consultant contract with Herrera, Inc. to prepare an Enhanced Maintenance Plan (EMP).

### **BACKGROUND**

As part of the 2016 plan developed for the Public Works Shops projects, a decant facility was identified as a potential improvement to the future site. A decant facility is an area where stormwater and sediment typically containing high concentrations of contaminants can be gathered by vactor trucks from catch basins and other stormwater catchment areas, providing a place to separate liquids and solids and properly dispose of them.

In 2023, we received a Washington State Department of Ecology (Ecology) grant that would fund the design of a decant facility. The grant requires us to develop an EMP that demonstrates the need for a decant facility and that it would improve water quality. An EMP is a tool that provides information on total stormwater quality infrastructure and performance costs, and helps local governments prioritize resources based on areas that pose the biggest potential risk to water quality.

In July 2023, Council accepted a grant that funds most of this EMP.

### **DISCUSSION**

In October 2023, the current MRSC Consultant Roster was used to advertise for consultants via email solicitation to 10 potential firms. However, we received no proposals. We contacted and interviewed Hererra, Inc., who is also designing the decant facility and is on the MRSC Consultant Roster. Based on interviews and qualifications, we selected Herrera to proceed with the EMP.

### **FINANCIAL IMPACT**

	<b><u>Project Cost Estimate</u></b>	<b><u>Ecology Grant</u></b>	<b><u>Public Works Shops</u></b>
Herrera, Inc.	\$117,052	\$99,495	\$17,557

### **RECOMMENDATION**

Council is being asked to formally approve a contract with Herrera, Inc. to prepare an Enhanced Maintenance Plan (EMP) in the amount of \$117,052 and consider this item on the Consent Agenda at the March 04, 2024 Regular Meeting.

## 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 Herrera 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 engineering services in connection with the project titled Enhanced Maintenance Plan (EMP).
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 April 30, 2025, 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 April 30, 2025 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 \$117,052 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
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 13 day of February, 2024.

**\*\* City signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Consultant signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONSULTANT:

\_\_\_\_\_  
Thomas McLeod, Mayor

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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



# CITY OF TUKWILA ENHANCED MAINTENANCE PLAN

On December 18, 2023, the City of Tukwila (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to develop an Enhanced Maintenance Plan (EMP) in accordance with the grant agreement between the City and the Washington State Department of Ecology (Ecology) to help inform the City's future operational approach to stormwater management with the overall goal of improving water quality by removing sediment and pollutants from roadway runoff. This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with the following tasks for this project:

- Task 1 – Project Management
- Task 2 – Stormwater Maintenance Program Evaluation
- Task 3 – Enhanced Maintenance Plan (EMP) Development
- Task 4 – Grant Application Assistance
- Task 5 – Contingency

The Herrera team for this project also includes Otak.

## Task 1 – Project Management

Herrera will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City project manager (Sherry Edquid). Herrera's project manager (Rebecca Dugopolski) and contract manager will have phone and e-mail contact with the City project manager and other City representatives on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes regular check-in meetings between the Herrera and City project manager. The regular meetings will be the primary forum for discussing schedule and budget status, additional information needs, and to identify and address any emerging or ongoing concerns. These regular meetings are in addition to task-specific meetings outlined in other tasks.

Herrera's project manager will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City and subconsultants.

## SCOPE OF WORK

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### Assumptions

- The project kickoff meeting will be virtual (conducted using Microsoft Teams).
- Project management check-in meetings will be scheduled on a bi-weekly basis. Meetings will be virtual (conducted using Microsoft Teams or a conference call) and will last up to 30 minutes.
- Herrera will set up a shared electronic folder (SharePoint site) for sharing electronic files and deliverables.

### Deliverables

- Draft and final project schedule (PDF)
- Monthly progress reports and invoices (PDF)
- Link and access to a shared electronic folder (SharePoint)

## Task 2 – Stormwater Maintenance Program Evaluation

The Stormwater Maintenance Program evaluation will start off with a review of the City's existing stormwater maintenance program (including supporting staff, equipment, and funding) conducted by operations and maintenance (O&M) staff in the Public Works and Parks and Recreation departments. In addition to catch basin cleaning, stormwater facility maintenance, and street sweeping, the City would also like to include an evaluation of and recommendations for the City's asset management program (e.g., software, videoing lines, evaluating lines), GIS/mapping, and line cleaning.

### Subtask 2.1 – Data Review

The Herrera team will coordinate with the City's project manager, and other City staff, to gather and evaluate applicable data, reports, maps, and financial information. The Herrera team will compile a list of requested materials and will coordinate with the City to obtain this information. Following the data review, a list of additional requests will be prepared, and potential gaps will be identified.

### Subtask 2.2 – Define Stormwater Maintenance Program Needs

A kickoff workshop will be held with City O&M staff in the Public Works and Parks and Recreation departments. This workshop will help establish a mutual understanding of the City's maintenance needs between the City and the Herrera team. Herrera will develop a simple questionnaire for City staff to complete before this meeting to guide the workshop discussion.

## SCOPE OF WORK

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### Subtask 2.3 – Research Stormwater Maintenance Programs at Other Jurisdictions

The Herrera team will research stormwater maintenance program (including staffing, equipment, asset management, and line cleaning) implementation by a subset of jurisdictions in Western Washington (up to six) and conduct short interviews with up to three jurisdictions. The Herrera team will prepare a short technical memorandum (10 pages or less) summarizing this research and the proposed recommendation(s) for the City's stormwater maintenance program based on this research.

### Subtask 2.4 – Prepare Data Gaps and Needs Assessment

The Herrera team will use the results of the data review (Subtask 2.1) and workshop (Subtask 2.2) to compare the status of the stormwater maintenance program relative to regulatory drivers and internal City needs and requirements. Herrera will identify gaps in program coverage and work with the City to develop a plan that addresses those gaps. The Herrera team will assess options to address gaps and needs in program coverage; such as additional funding, equipment, staffing, stakeholder concerns, budgetary needs, policy changes or updates, and planning considerations. The Data Gaps and Needs Assessment technical memorandum will document the City's existing stormwater program and identify gaps in the program as defined by the 2019-2024 and draft 2024-2029 National Pollutant Discharge Elimination System (NPDES) Phase II municipal stormwater permit (Phase II permit).

## Assumptions

- The City will provide the requested information for Subtask 2.1 or will direct the Herrera team to readily available electronic data sources as appropriate.
- Up to 2 Herrera team members will participate in an in-person workshop for Subtask 2.2 with City staff. One workshop is assumed, lasting 2-3 hours long.
- The City will identify and invite O&M staff from the Public Works and Parks and Recreation departments to participate in the Subtask 2.2 workshop.
- The City will review a workshop questionnaire for Subtask 2.2, provided by the Herrera team, and provide consolidated feedback to the Herrera team.
- Up to 2 virtual follow-up meetings will be scheduled with specific City and Herrera team staff to discuss different aspects of the stormwater maintenance program (that will be evaluated for this task) in more detail.
- The Herrera team will develop draft workshop/meeting notes, summarizing the discussion during the Subtask 2.2 workshop and subsequent follow-up meetings.
- Interviews conducted for Subtask 2.3 are anticipated to be 10 questions or less and last 30 minutes or less. The Herrera team will coordinate with the City to develop the interview questions and select the jurisdictions that should be interviewed.

## SCOPE OF WORK

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- This task does not include assistance with code amendments, policy updates, or design standard updates necessary to implement new programs (if applicable) or to meet new Phase II permit requirements.

### Deliverables

- E-mail communication identifying data gaps and requesting additional data for Subtask 2.1 (if needed)
- Draft and final workshop agenda for Subtask 2.2 (Word)
- Draft and final questionnaire for City staff for Subtask 2.2 (Word)
- Draft and final workshop notes for Subtask 2.2 (Word)
- Draft and final follow-up meeting notes for Subtask 2.2 (Word)
- Draft and final questions for stormwater maintenance program evaluation for Subtask 2.3 (Word)
- Draft and final stormwater maintenance program summary technical memorandum for Subtask 2.3 (Word and PDF)
- Draft and final gap analysis and needs assessment technical memorandum for Subtask 2.4 (Word and PDF)

## Task 3 – Enhanced Maintenance Plan Development

Utilizing the information gathered and recommendations made in Task 2, the Herrera team will work with the City to develop an EMP that addresses the following topics:

- Introduction/overview
- EMP objectives and priorities
- Existing maintenance program
- Proposed enhanced maintenance program
- Recommendations

### *Introduction/Overview*

The Herrera team will review the City's receiving water assessment, receiving water prioritization, and Stormwater Management Action Plan (SMAP) to develop a summary of waterbodies that receive water from the City's municipal separate storm sewer system (MS4). This summary will include an estimate of the amount of pollutants contributed by the City's MS4 and water quality improvement goals for each waterbody.

## SCOPE OF WORK

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### *EMP Objectives and Priorities*

The Herrera team will coordinate with the City to develop objectives and priorities for the EMP.

### *Existing Maintenance Program*

The description of the City's existing maintenance program will be developed based on the gap analysis and technical memorandum prepared for Subtask 2.4. The description of the existing maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of existing maintenance program
- Existing maintenance program goals and priorities
- Description of how existing maintenance resources are prioritized
- Estimate of the total cost to implement the existing maintenance program (including labor, training, disposal, equipment maintenance, and replacement costs)
- Method (formal or informal) used to evaluate and assess the existing maintenance program related to the goals and priorities
- Location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods.
- Identification of equipment needed to implement the existing maintenance program
- Estimate of the water quality benefits that the maintenance program provides.

### *Proposed Enhanced Maintenance Program*

The description of the City's proposed enhanced maintenance program will be developed based on the gap analysis and technical memorandum prepared for Subtask 2.4. The description of the proposed maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of proposed enhanced maintenance program
- Proposed enhanced maintenance program goals and priorities
- Description of alternatives being considered
- Criteria used to evaluate alternatives including cost and water quality benefit
- Estimate of the total cost to implement the proposed enhanced maintenance program (including labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements)
- Evaluation of equipment purchasing approach (purchasing, renting, or leasing)
- Location and frequency of enhanced maintenance efforts, data collection and analysis methods
- Identification of equipment and staffing needed to implement the enhanced maintenance program

## SCOPE OF WORK

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- Frequency of program assessment including adaptive management

### *Recommendations*

The recommendations section of the EMP will be developed based on the gap analysis and technical memorandum prepared for Subtask 2.4. The recommendations are anticipated to include the following:

- Implementation schedule (short-term and long-term)
- Description of available funding
- Proposed evaluation and performance measures

### Assumptions

- Two virtual working meetings will be scheduled with the City (up to 1 hour each) to develop the draft and revised draft EMP objectives and priorities.
- The draft EMP will be reviewed by the City. The revised draft EMP will be reviewed by Ecology (per the City's grant agreement with Ecology).
- The City will be responsible for posting the revised draft and final EMP to EAGL for Ecology's review.
- Ecology will provide an acceptance letter once their review of the EMP has been completed.
- This task includes a total of 6 conference calls (up to 1 hour each) for project coordination.

### Deliverables

- Draft and revised draft objectives and priorities (Word)
- Draft (Internal Review Draft), revised draft (Ecology Review Draft), and final EMP (Microsoft Word and PDF)
- Responses to Ecology's comments on the revised draft EMP (Microsoft Excel)

## Task 4 – Grant Application Assistance

This task includes up to 40 hours of assistance with future stormwater grant applications. Assistance may include preparing grant application materials or reviewing grant application materials prepared by others. Grant application materials may include responses to grant application questions and/or preparing supporting documentation such as a detailed budget, schedule, and/or map.

### Assumptions

- Two 1-hour conference calls are anticipated to be scheduled with City staff for this task. One call will be scheduled at the beginning of this task. The second will be scheduled after the draft grant

## SCOPE OF WORK

application materials (or comments on the grant application materials) are provided for City review. Official meeting notes will not be prepared for the City following these meetings, but updates will be integrated into the working draft of the grant application materials.

- Herrera will prepare a Microsoft Word file that includes responses to the grant application questions to facilitate City review.
- The City will be responsible for submitting the final grant application materials prior to the grant application submittal deadline.

## Deliverables

- Draft grant application materials (Word and/or PDF)
- Final grant application materials (Word and/or PDF)

## Task 5 – Contingency

Additional technical needs may potentially arise that are pertinent to the overall scope of services. Examples needs could include:

- Additional interviews for Subtask 2.3
- Additional evaluation related to components of the EMP

Herrera will provide additional services as requested by and authorized by the City, subject to amendment of the approved scope of services. Herrera shall submit a scope of services amendment and corresponding budget estimate for supplemental services not covered in previous tasks as may be requested by the City. The City shall provide written (e-mail) authorization to proceed with any supplemental services prior to any such work being performed by Herrera.

## Deliverables

- To be determined.

## Project Schedule

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 1 – Project Management</b>		
	Project kickoff meeting	Mar. 2024 (TBD)
	Bi-weekly project management check-in meetings	Mar. 2024 – Mar. 2025
	Draft project schedule	Mar. 15, 2024
	Final project schedule	Mar. 29, 2024
	Monthly invoices and progress reports	Mar. 2024 – Mar. 2025

## SCOPE OF WORK

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 2 – Stormwater Maintenance Program Evaluation</b>		
Subtask 2.1 – Data Review	E-mail communication identifying data gaps and requesting additional data	Apr. 26, 2024
Subtask 2.2 – Define Stormwater Maintenance Program Needs	Draft workshop agenda	Mar. 29, 2024
	Final workshop agenda	Apr. 5, 2024
	Draft questionnaire for City staff	Mar. 29, 2024
	Final questionnaire for City staff	Apr. 5, 2024
	Workshop	Apr. 2024 (TBD)
	Draft workshop notes	1 week after workshop
	Final workshop notes	2 weeks after workshop
	Follow-up meeting #1	May 2024 (TBD)
	Follow-up meeting #1 notes	1 week after meeting
	Follow-up meeting #2	June 2024 (TBD)
	Follow-up meeting #2 notes	1 week after meeting
Subtask 2.3 – Research Stormwater Maintenance Programs at Other Jurisdictions	Draft questions for stormwater maintenance program evaluation	May 3, 2024
	Final questions for stormwater maintenance program evaluation	May 10, 2024
	Conduct interviews	May 2024 (TBD)
	Draft stormwater maintenance program summary technical memorandum	May 31, 2024
	Final stormwater maintenance program summary technical memorandum	June 28, 2024
Subtask 2.4 – Prepare Data Gaps and Needs Assessment	Draft gap analysis and needs assessment technical memorandum	July 26, 2024
	Final gap analysis and needs assessment technical memorandum	Aug. 30, 2024
<b>Task 3 – Enhanced Maintenance Plan (EMP) Development</b>		
	Conference call #1	June 2024 (TBD)
	Draft objectives and priorities	July 12, 2024
	Virtual working meeting #1	July 2024 (TBD)
	Revised draft objectives and priorities	July 31, 2024
	Virtual working meeting #2	Aug. 2024 (TBD)
	Conference call #2	Sept. 2024 (TBD)
	Conference call #3	Oct. 2024 (TBD)
	Draft EMP	Nov. 15, 2024
	Conference call #4	Nov. 2024 (TBD)
	Revised draft EMP	Dec. 20, 2024
	Conference call #5	Jan. 2025 (TBD)



## SCOPE OF WORK

Task	Deliverable/Meeting	Timeline <sup>a</sup>
<b>Task 3 – Enhanced Maintenance Plan (EMP) Development (cont.)</b>		
	Responses to Ecology’s comments on the revised draft EMP	Feb. 14, 2025
	Conference call #6	Mar. 2025 (TBD)
	Final EMP	Mar. 29, 2025
<b>Task 4 – Grant Application Assistance</b>		
	Conference call #1	TBD
	Draft grant application materials	TBD
	Conference call #2	TBD
	Final grant application materials	TBD
<b>Task 5 – Contingency</b>		
	TBD	TBD

TBD: to be determined

<sup>a</sup> The proposed project timeline assumes that the notice to proceed will be issued on March 15, 2024 or sooner.



Cost Estimate for City of Tukwila Enhanced Maintenance Plan  
 Herrera Project No. 23-08291-000  
 2/14/2024

Task No.			1	2	3	4	5	Total
			Project Management	Stormwater Maintenance Program Evaluation	Enhanced Maintenance Plan Development	Grant Application Assistance	Contingency	
Herrera Labor based on:	Burdened Labor Rates							
Schedule	Task Start Date		3/1/2024	3/1/2024	6/1/2024	6/1/2024	3/1/2024	
	Task End Date		3/31/2025	8/1/2024	3/31/2025	3/31/2025	3/31/2025	
Staff	Labor Category	2024 Burdened Labor Rates						
Lenth, John	Scientist VIII (Vice President)	\$343.20	0	0	4	0	0	4
Busiek, Brian	Engineer VI	\$275.77	0	2	10	0	0	12
Alonzo, Bernard	Landscape Architect V	\$207.66	0	0	6	0	0	6
Dugopolski, Rebecca	Engineer VI	\$273.41	28	42	46	4	16	136
Chechanover, Julianne	Engineer II	\$160.68	4	82	70	36	18	210
Brown, Jack	Engineer II	\$150.30	2	17	64	0	18	101
Stebbing, Rebecca	GIS Analyst II	\$128.62	0	6	60	0	0	66
Jackowich, Pamela	Administrative Coordinator IV	\$143.83	0	8	20	0	0	28
Malooof, Charles	Project Accountant III	\$135.81	14	0	0	0	0	14
Total Hours per Task			48	157	280	40	52	577
Subtotal Labor			\$10,500	\$29,688	\$49,414	\$6,878	\$9,972	\$106,452
Subtotal Herrera Labor			\$10,500	\$29,688	\$49,414	\$6,878	\$9,972	\$106,452
5%	Escalation on Herrera Labor in 2025		\$263	\$0	\$1,235	\$344	\$499	\$2,340
Escalated Subtotal Herrera Labor			\$10,763	\$29,688	\$50,649	\$7,222	\$10,471	\$108,792
Subconsultants								
Subconsultant								
Otak			\$0	\$2,000	\$6,000	\$0	\$0	\$8,000
3% Fee on Subconsultants			\$0	\$60	\$180	\$0	\$0	\$240
Subtotal Subconsultant Cost			\$0	\$2,060	\$6,180	\$0	\$0	\$8,240
Travel and Per Diem (PD)								
Item	Unit	Unit Cost						
Auto Use	Mile	\$0.67	0	30	0	0	0	30
Subtotal Per Diem			\$0	\$20	\$0	\$0	\$0	\$20
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$20	\$0	\$0	\$0	\$20
Grand Subtotal			\$10,763	\$31,768	\$56,829	\$7,222	\$10,471	\$117,052
Grand Total								\$117,052



## INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**

FROM: **Hari Ponnekanti, Public Works Director/City Engineer**

BY: **Adib Altallal, Utilities Engineer**

CC: **Mayor Thomas McLeod**

DATE: **February 23, 2024**

SUBJECT: **South 144<sup>th</sup> Street Sewer Improvements**  
**Project No. 91240202**  
**Design Contract Award**

### **ISSUE**

Approve the design agreement with Gray & Osborne, Inc. for the South 144<sup>th</sup> Street Sewer Improvements Project.

### **BACKGROUND**

During the previous sewer comprehensive plan, which was adopted in 2015, City staff identified the area as a potential landslide. The sewer main along the crest of the hill, which serves an apartment complex and several nearby homes, would be completely compromised in the event of a natural disaster. Since the identification of the issue, extra routine maintenance has occurred to minimize the potential risk.

### **DISCUSSION**

Since identifying the potential risk associated with this sewer main in the previous comprehensive sewer plan, the sewer crew and other City staff have spent a lot of time ensuring the risk is contained in the event of a natural disaster, such as a mudslide. The extra effort has taken many individuals away from other vital components of the City's sewer system. The proposed plan to relocate the existing sewer main away from the unstable hillside would prolong the life of the system while continuing to serve everyone currently connected. The risk of future mudslides affecting the sewer main will also be significantly reduced.

### **FINANCIAL IMPACT**

The project costs will be 100% funded by the sewer enterprise fund.

	<b><u>Contract</u></b>	<b><u>Budget</u></b>
South 144th Street Sewer Improvements	\$77,300.00	\$100,000.00

### **RECOMMENDATION**

The Council is being asked to approve a design agreement for design services with Gray & Osborne, Inc. in the amount of \$77,300.00 for the South 144<sup>th</sup> Street Sewer Improvements Project and consider this item on Consent Agenda at the March 4, 2024 Regular Meeting.

### **ATTACHMENTS**

CIP page 72  
Gray & Osborne South 144<sup>th</sup> Street Sewer Improvements Contract

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

**PROJECT:** Sewer Repair at 14438 59th Ave S

Project No. 91240202

**DESCRIPTION:** Replace existing 500 LF of 8" sewer and 2 manholes from Viewcrest Apartments at 14438 59th Ave S.

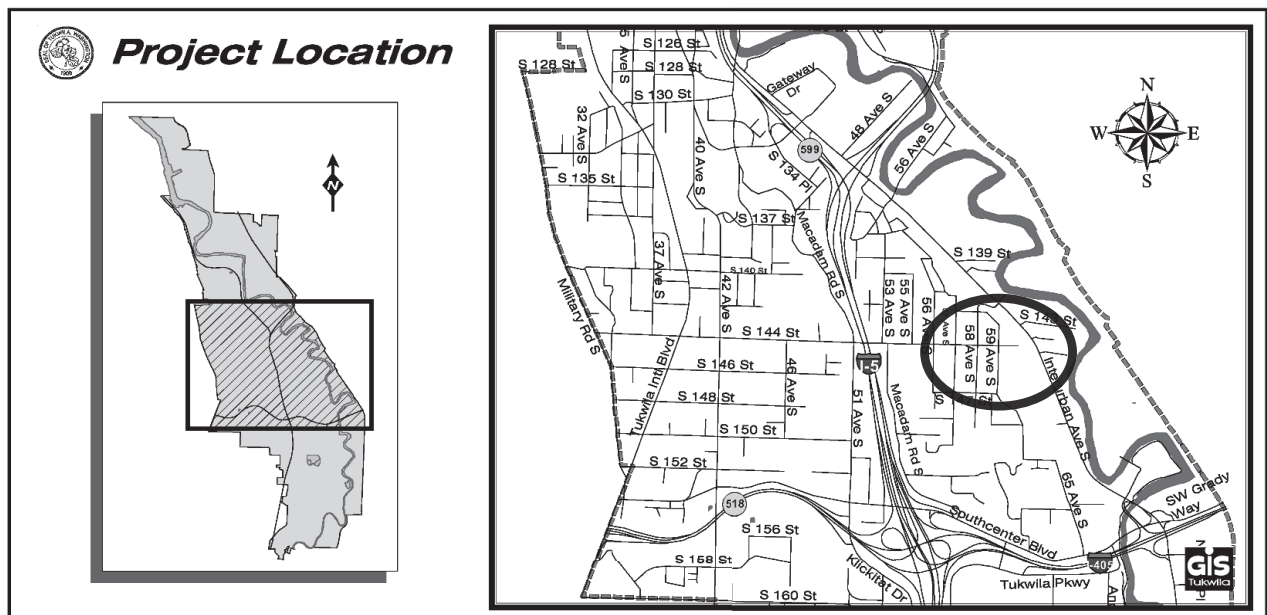
**JUSTIFICATION:** The existing pipe is located in an unstable hillside and not well supported.

**STATUS:** Staff will monitor hillside.

**MAINT. IMPACT:** Service to Viewcrest Apartments would be impacted if there was a landslide.

**COMMENT:** Hillside repair has significantly increased the cost of the project.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
<b>EXPENSES</b>										
Design					100					100
Land (R/W)					100					100
Const. Mgmt.					50					50
Construction					500					500
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	750	0	0	0	0	750
<b>TOTAL SOURCES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750</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 Gray & Osborne 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 Cost Estimating services in connection with the project titled South 144<sup>th</sup> Street Sewer 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, 2025, 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, 2025 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 \$77,300.00 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:

Michael B. Johnson, P.E., President  
Gray & Osborne, Inc.  
1130 Rainier Ave S., #300 Seattle, WA 98144
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 signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Consultant signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONSULTANT: GRAY & OSBORNE, INC.

\_\_\_\_\_  
Thomas McLeod, Mayor

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

Printed Name: Michael B. Johnson, P.E.

ATTEST/AUTHENTICATED:

Title: President

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF TUKWILA**  
**SOUTH 144<sup>TH</sup> STREET SEWER IMPROVEMENTS**

**PROJECT UNDERSTANDING**

The City of Tukwila current maintains approximately 500 LF of 8-inch gravity sewer main located along the east boarder of the property at 5911 14<sup>th</sup> Street. The sewer main is currently located in an unstable hillside and the City wants to replace and realign the sewer main out of the unstable area. The City wishes to contract with Gray & Osborne to determine a new alignment for the sewer main in a stable location, and develop Plans, Specifications, and a Cost Estimate to facilitate advertising the project for construction.

More specifically, the work will include the following.

**DESIGN**

**Task 1 – Project Management and Oversight**

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services are to include the following.

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute Subconsultant Contracts.
- C. Manage Subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly Progress Reports and invoices.

**Task 2 – Survey**

Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal controls necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services are to include the following.

- A. Right-of-Way and Easement Research – Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required, for establishing the existing rights-of-way and easements along the project alignment. This work will include the following.
  - 1. Identify current rights-of-way along the proposed alignment.

2. Obtain Title Reports of affected properties to establish existing property legal descriptions and easements.
3. Overlay the rights-of-way and current property easements on a Plan view of the project corridor.

B. Topographic Survey

1. Establish vertical and horizontal control on the City-adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this Scope of Work.
2. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
3. Work to support obtaining easements for project alignment.

**Task 3 – Utility Data Acquisition**

Acquire Record Drawings and/or as-built information from utility purveyors known to provide service in the project corridor. Services are to include the following.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

**Task 4 – Geotechnical Investigation and Report**

Conduct field explorations to determine design recommendations to support the proposed sewer main improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This Task will culminate in the preparation of a Final Geotechnical Report in City-approved format. Services are to include the following.

- A. Perform a geotechnical analysis (PanGEO, Inc. – Geotechnical Subconsultant) to determine existing subsurface conditions. A total of up to 2 test borings (to 30 feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.

- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and sidewalks.
- D. Report – PanGEO, Inc. (PanGEO) will prepare a Draft Report which will be submitted to the City by Gray & Osborne. The Draft Report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the Draft Report to the City for its review. Our Subconsultant, PanGEO, will revise the Draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit three copies of the signed and stamped Final Report to the City.

Note: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this Task.

### **Task 5 – Easement Acquisition Support**

Provide the City with support documentation to support the City in negotiating for and obtaining temporary and permanent easements. Services are to include the following.

- A. Provide conceptual Drawings as required to assist the City in obtaining temporary and permanent easements from affected Property Owners.
- B. Prepare legal descriptions and supporting exhibits to obtain temporary and permanent easements along the project alignment as required for construction.

### **Task 6 – 30 Percent Design**

Prepare 30 Percent Design effort Drawings, sketches, diagrams, schematics, and/or renderings of the proposed sewer main alternatives for City review and use at Council workshops, staff meetings, Stakeholder meetings, and public venues. Services are to include the following.

- A. Base Map – Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

- B. Sanitary Sewer Alignment – Prepare layouts and full-size Drawings of Sewer Main Design representing a 30 Percent Design effort to include alignment, and profile illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.
- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Preliminary-Level Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 7 – 60 Percent Design**

Prepare project Drawings, Specifications, and Cost Estimates of the sewer main improvements representing a 60 Percent Design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 Percent Design effort. Services are to include the following.

- A. Plans – Prepare preliminary Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications (Draft) – Prepare Draft Specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges, and Municipal Construction*. Specifications are to include City-approved Proposal, Contract, and Bonding Documents.
- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 8 – 90 Percent Design**

Prepare project Drawings, Specifications, and Cost Estimates of the sewer main improvements representing a 90 Percent Design effort for City review and comment. Services are to include the following.

- A. Plans – Prepare Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications – Prepare project Specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges, and Municipal Construction*. Specifications are to include City-approved Proposal, Contract, and Bonding Documents.

- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 9 – Final Design**

Prepare Final Design Drawings and Specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and State guidelines where, and when applicable. Plans shall be prepared in City-approved format to include Plan and Profile Sheets and special details. Services are to include the following.

- A. Final Plans – Prepare Final Bid/Construction Plans in City-approved format to include title sheet, legend, vicinity and location map, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications – Prepare Final Specifications in WSDOT format to include Proposal, Contract, Bonding Documents, and Technical Specifications.
- C. Quantities and Cost Estimates – Prepare Final Quantity Takeoff and Construction-Level Construction Cost Estimate.

### **Task 10 – Quality Assurance/Quality Control**

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels.

- A. 30 Percent Design (defined more fully in Task 6).
- B. 60 Percent Design (defined more fully in Task 7).
- C. 90 Percent Design (defined more fully in Task 8).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **Task 11 – Bid Support**

Assist the City during the bid phase. Services are to include the following.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

## **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

## **DELIVERABLES**

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents.

1. An electronic copy of the Final Geotechnical Report (pdf).
2. An electronic copy of the Drawings at 30 Percent, 60 Percent, and 90 Percent Design effort levels (pdf).
3. An electronic copy of the project Specifications and Cost Estimate at 60 Percent and 90 Percent Design effort levels (pdf).
4. An electronic set of Final Construction Drawings (pdf).
5. An electronic set of Final Project Specifications (pdf).
6. Three half-scale 11" x 17" original and three full-scale paper copy sets of Final Construction Drawings.

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with relevant capacity requirements and Record Drawings of existing sanitary sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This Scope of Work assumes that the development of a SEPA Checklist is not required.

4. This Scope of Work assume the City will act as the Lead Agency on the pursuit and procurement of all necessary easements, and that Gray & Osborne will only serve to develop documentation to support the City in their efforts.
5. This Scope of Work assumes that the City will agree to appear as “Applicant” on all Permits, will function as Lead Agency for the environmental documentation process, and will pay all costs or fees associated with the various Permits that may be required.
6. This Scope of Work assumes all costs of compensation required through easement negotiations will be paid directly by the City.



**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Tukwila - South 144th Street Sewer Improvements*

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>AutoCAD/ GIS Technician/ Engineer Intern Hours</b>	<b>Professional Land Surveyor Hours</b>	<b>Field Survey Hours</b>
1 Project Management and Oversight		16				
2 Survey			2	8	12	16
3 Utility Data Acquisition			8			
4 Geotechnical Investigation and Report		2	2			
5 Easement Acquisition Support			4		8	
6 30 Percent Design	2	4	24	16		
7 60 Percent Design	2	4	24	16		
8 90 Percent Design	2	4	24	16		
9 Final Design	2	4	16	12		
10 Quality Assurance/Quality Control	24	8	8			
11 Bid Support		2	4			
Hour Estimate:	32	44	116	68	20	16
Estimated Fully Burdened Billing Rate:*	\$240	\$230	\$180	\$170	\$200	\$400
Fully Burdened Labor Cost:	\$7,680	\$10,120	\$20,880	\$11,560	\$4,000	\$6,400

Total Fully Burdened Labor Cost:	\$ 60,640
Direct Non-Salary Cost:	
Mileage and Expenses (Mileage @ current IRS rate)	\$ 380
Subconsultant:	
PanGEO, Inc.	\$ 14,800
Subconsultant Overhead (10%)	\$ 1,480
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 77,300</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.





## **INFORMATIONAL MEMORANDUM**

TO: **Transportation & Infrastructure Services Committee**

FROM: **Hari Ponnekanti, Public Works Director/City Engineer**

BY: **Adib Altallal, Utilities Engineer**

CC: **Mayor Thomas McLeod**

DATE: **February 23, 2024**

SUBJECT: **Lift Station No. 2 Structural Modifications Design Agreement**

### **ISSUE**

Approve design agreement with PACE Engineers for the Lift Station No. 2 Structural Modifications Project.

### **BACKGROUND**

In 2015, upgrades to the pumps, control panels, and force main were identified as a critical project. The project was approved for design in 2021 and construction took place in 2022. New pumps, valves, piping, and other appurtenances were installed. The upgrades have seen an improvement in reliability and a decrease in maintenance and upkeep needs.

### **DISCUSSION**

The lift station 2 project was divided into two phases: the construction phase and the maintenance improvement phase. As construction has concluded and the maintenance and operations staff have had enough time to get used to the systems, it is time to start phase two. The maintenance access phase will view the safety of the City staff and the public as paramount. Improving access to the staff will make sure the structural integrity of the existing station remains intact, which will be the primary focus of this design contract and the subsequent construction project.

### **FINANCIAL IMPACT**

	<b><u>Contract</u></b>	<b><u>Budget</u></b>
LS2 Structural Modifications	\$80,194.00	\$100,000.00

### **RECOMMENDATION**

The Council is being asked to approve a design agreement for design services with PACE in the amount of \$80,194.00 for the Lift Station No. 2 Structural Modifications Project and consider this item on Consent Agenda at the March 4, 2024 Council Meeting.

### **ATTACHMENTS**

PACE Lift Station No. 2 Structural Modifications Contract  
Fee Estimate & Scope



**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**, 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 services in connection with the project titled Lift Station No. 2 Structural Modifications.
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, 2024 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, 2024 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 \$80,194.00 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  
11255 Kirkland Way #300  
Kirkland, WA 98033
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 \_\_\_\_\_, 2024.

CITY OF TUKWILA

PACE ENGINEERS:

\_\_\_\_\_  
Thomas McLeod, Mayor

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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



Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.  
 Project Estimates should consider escalation for projects extending over one calendar year.

Select this column to add more

Rev. 12/15/2023

Fee Schedule: STANDARD

Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required  
 Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024 Standard Rates

Project Name: Tukwila LS2 - Structural Mods Location: Tukwila, WA Prepared By: SD and PK  
 Project #: P23505 Billing Group #: Task #: Date: 12/19/2023

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate	Labor Code	Labor Hours by Classification										Hour Total	Dollar Total	
		12	19	103	17	75	132							
Drawing/Task Title	Job Title	Project Manager	Sr. Structural Engineer	Structural Engineer	Engineering Staff I (Engineer I)	CAD Tech II	Tech Services Manager							
PM and coordination w/ City		6		16	8								30.0	\$5,980.00
MH / Pavement Repair		2			10	4							16.0	\$2,590.00
Review of existing conditions:														
- Record drawings				6	12								18.0	\$3,066.00
- Geotechnical information				2	6								8.0	\$1,324.00
Structural analysis:														
- floor slab analysis				16	32								48.0	\$8,176.00
- radial wall analysis				16	32								48.0	\$8,176.00
- overall buoyancy and stability				8	16								24.0	\$4,088.00
- new monorail support design				12	24								36.0	\$6,132.00
Drawings						40	8						48.0	\$7,816.00
QA/QC			32	12			4						48.0	\$10,500.00
Pick up review comments			6	4	16	16							42.0	\$7,000.00
Final submittal to the city		2	2	8	16	4							32.0	\$5,612.00
Contingency - ~15%			6	15	20	9	4						54.0	\$9,734.00
Hours Total		10.0	46.0	115.0	192.0	73.0	16.0						452.0	
Labor Total		\$2,380	\$10,212	\$24,035	\$28,992	\$11,023	\$3,552							\$80,194.00

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
<b>Total</b>			

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	
Markup	15%
<b>Total</b>	

PACE Billed Labor Total	\$80,194.00
Reimbursable Expenses	
Subconsultants	
<b>Total Project Budget</b>	<b>\$80,194.00</b>

**Scope of Services**  
**Professional Civil Engineering Services**  
**Lift Station No. 2 Structural Modifications**  
December 20, 2023

### **Project Understanding**

The City of Tukwila would like to complete structural modifications at the existing sanitary sewer Lift Station No. 2. The existing lift station has three dry well submersible pumps located in a below grade concrete structure. The structure is split into two rooms – the control room above and the pump room below. Due to the fact that there is not sufficient access between the control room and the pump room, the City would like to modify the control room floor by expanding one existing hatch and installing one new access hatch above the pumps. The City would like to install a new monorail and trolley system to allow for lifting and removing the pumps. In addition to the structural modifications, it is understood that the City would like to repair a section of settled pavement surrounding an existing manhole adjacent to the lift station’s driveway.

### **Scope of Work**

PACE proposes to provide the following services based on our current understanding of the project:

- Estimate code-required gravity and lateral loads based on the Washington State Building Code that takes effect March 15, 2024.
- Design modifications to the existing floor slab to accommodate one new hatch and enlarging one existing hatch.
- Determine impacts to the gravity load-carrying system of the floor slab gravity from the hatch modifications.
- Determine impacts to the exterior walls due to the reduced diaphragm stiffness of the existing floor slab.
- Verify the lift station is still heavy enough to counteract the effects of buoyancy.
- Design one monorail beam that can remove a pump or components of the pump assembly. Secondary elements of the design will include:
  - Connections between the monorail and the roof slab or exterior wall.
  - Specification of a hoist.
  - Trolley stops.
- Evaluate the configuration of the existing spiral staircase between the control room and the pump room and provide recommendation for revising the configuration if needed based on layout of the access hatches.
- Evaluate and provide recommendations for the repair of pavement and manhole located in the southbound travel lane of Andover Park W.
- Participate in one kickoff meeting and one mid-point review meeting. Kickoff meeting will be held in-person at the lift station.
- Prepare structural calculations and summarize PACE’s design in CAD-based drawings stamped by a Professional Engineer licensed in the State of Washington.

## Assumptions

The above scope of work is based on the following assumptions:

- PACE will use their original design drawings and as-builts that illustrate the reinforcing steel.
- The City will provide guidance on preferred hatches and hoists.
- The as-built drawings substantially match the existing conditions.
- The existing concrete is of sound condition and does not exhibit signs of deterioration.
- The floor slab and exterior walls do not require strengthening to accommodate the new hatches.
- The roof slab does not require strengthening to accommodate the monorail beam.
- All meetings will be held virtually with the exception of the kickoff meeting to be held in-person at the lift station.

## Exclusions

The following services are not included in this proposal:

- All services not explicitly delineated in the Scope of Work.
- Design of strengthening details to the slabs and walls.
- Additional site visits beyond the kickoff meeting.
- Review of existing equipment anchorage and utility supports.
- Permitting and bidding assistance.
- Services during construction.

## Project Costs

The costs associated with the above described work are shown on the attached spreadsheet.