



City of Tukwila Transportation and Infrastructure Services Committee

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

Distribution: D. Martinez A. Papyan H. Hedrick P. Mayer G. Lerner (email)	Clerk File Copy Share pkt pdf on SharePoint to A. Le, A. Youn M. McCormick
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AGENDA

MONDAY, OCTOBER 28, 2024 – 5:30 PM
HYBRID MEETING – ONSITE AND VIRTUAL
DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND 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
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Centerpoint Turnover of Infrastructure in Right-of-Way and Easement to Maintain Traffic Light on Private Property (Cherie Du)	a) Forward to the 11/04/2024 Regular Consent Agenda	Pg. 1
b) 42 nd Ave S Grants – Final Design and Construction Grants - WSDOT Local Bridge Program and Move Ahead Washington Program (Catrien de Boer)	b) Forward to the 11/04/2024 Regular Consent Agenda	Pg. 17
c) USDOT Aquatic Organism Passage (AOP) Culvert Removal Grant Application - Gilliam Creek Fish Barrier Removal (Catrien de Boer)	c) Council Approval	Pg. 23
d) Amendment to Grant Agreement #23-188 for Polychlorinated biphenyls (PCB) Monitoring and Evaluation (Catrien de Boer)	d) Forward to the 11/04/2024 Regular Consent Agenda	Pg. 27
e) Polychlorinated biphenyls (PCB) Evaluation within Stormwater Drainage Consult Svc. (Sherry Edquid)	e) Forward to the 11/04/2024 Regular Consent Agenda	Pg. 29
f) Resolution to Surplus City Equipment for 2024 (Shawn Christie)	f) Forward to the 11/04/2024 Regular Consent Agenda	Pg. 43

Next Scheduled Meeting: November 25, 2024



TO: Transportation & Infrastructure Services Committee

FROM: Nora Gierloff, DCD Director

BY: Cherie Du, Development Review Engineer

CC: Mayor McLeod

DATE: October 28, 2024

SUBJECT: Turnover of Infrastructure in Right-of-Way and Easement to Maintain Traffic Light on Private Property
CENTERPOINT 8801 MARGINAL (Centerpoint)

ISSUE

Accept from CENTERPOINT 8801 MARGINAL (Centerpoint) turnover of sidewalks, signage and traffic signals, and accept easement to maintain traffic signal constructed on private property.

BACKGROUND

Centerpoint has completed their facility. As conditions of the Public Works permit, Centerpoint has constructed required sidewalk and traffic signals and is providing an easement for the City to maintain the southern traffic signal, which has been constructed on their property.

DISCUSSION

The proposed public improvements have been constructed to City standards and inspected by Public Works staff and are ready for turnover.

FISCAL IMPACT

The value of the transferred improvements from Centerpoint to the City totals \$421,474 for the sidewalks, signage and traffic signals. There will be no expense to the City for accepting the turnover and the easement to maintain the southern traffic signal.

RECOMMENDATION

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

ATTACHMENTS

Centerpoint Bill of Sale, Easement, Asset Acquisition Form, Record Drawing and Material List

NOTE: All Centerpoint Development Files are available at the Department of Community Development Permit Center.

MATERIAL LIST

PROJECT NAME: 8801 E MARGINAL ROW Improvements

PERMIT NO: PW22-0036 & PW22-0037

DESCRIPTION (length, size, material & type)	QUANTITY	AVERAGE UNIT COST	DATE INSTALLED	SERVICE LIFE TOTAL (YRS)	ORIGINAL COST TOTAL	DEPRECIATION PER YEAR	ACCUMLATED DEPRECIATION
Phoenix Drive Traffic Signal Type 1 Signal Pole	1 EA		05/16/23	25 yr	\$31,460		
Sidewalks	4032 SF		04/11/24	40 yr	\$110,874		
90th St Traffic Type II Signal Pole & System	1 EA		04/04/24	25 yr	\$110,656		
E Marginal St Traffic Type III Signal Poles & System	2 EA		04/04/24	25 yr	\$165,984		
Signage	1 LS		04/11/24	25 yr	\$2,500		

TOTAL COSTS: \$421,474

SIGNED: 

DATED: 6/3/24

After recording return to:

City Clerk
City of Tukwila
6400 Southcenter Boulevard
Tukwila, Washington 98188

DOCUMENT TITLE:	EASEMENT AGREEMENT
GRANTOR:	CenterPoint 8801 Marginal LLC, a Delaware limited liability company
GRANTEE:	City of Tukwila, a Washington Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	Parcel A of City of Tukwila Lot Consolidation No. L19-0083, recorded September 10, 2020, under Recording Number 20200910900087
ADDRESS:	8801 E. Marginal Way, Tukwila, Washington 98108
KING COUNTY TAX PARCEL NUMBER:	542260-0060-03

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered this ____ day of September, 2024, by and between **CENTERPOINT 8801 MARGINAL LLC**, a Delaware limited liability company (referred to herein as the “**Grantor**”), and **THE CITY OF TUKWILA**, a Washington municipal corporation (referred to herein as the “**Grantee**”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain property and the improvements thereon commonly known as 8801 E. Marginal Way, Tukwila, Washington, and legally described on **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, Grantor desires to convey to Grantee an easement on, under and across certain portions of the Property for the purpose of utilizing, maintaining, and repairing the City Traffic Signalization Facilities (as hereinafter defined);

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100's Dollars (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor, as the owner of the Property, and does hereby grant and convey unto the Grantee, subject to all existing easements and restrictions of record, a perpetual, non-exclusive right of way and easement (the “**Easement**”) for access to, across, under and over the Easement Parcel (as hereinafter defined) for the use, operation, inspection, maintenance, repair, renewal and replacement of a Phoenix Drive Traffic Type 1 Signal Pole and System and associated facilities (the “**City Traffic Signalization Facilities**”), all as heretofore constructed by Grantor and conveyed to Grantee concurrently herewith, on, under and across the portions of the Property legally described on **Exhibit B** attached hereto and depicted on **Exhibit C** attached hereto (the “**Easement Parcel**”).

TO HAVE AND TO HOLD the same unto the Grantee for the uses and purposes herein set forth.

Grantee shall have the perpetual right to access, cross over, under and through the Easement Parcel for the purpose of utilizing, operating, inspecting, maintaining, repairing, renewing and replacing the said City Traffic Signalization Facilities located within the Easement Parcel provided, however, (i) that no cost or expense shall be incurred by Grantor in connection with the use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities now or hereafter located within the Easement Parcel pursuant to this Easement, and (ii) that all use, operation, inspection, maintenance, repair, renewal and replacement shall be done in compliance with applicable law.

During the exercise of any of its rights hereunder, Grantee agrees to use commercially reasonable efforts not to interfere with the use and operation of Grantor's Property by Grantor or any of its contractors, tenants or licensees. Grantee shall keep the Easement Parcel and the Property free from and shall promptly discharge all mechanic's or material supplier's liens arising from any work performed, material furnished or obligations incurred in connection with any of Grantee's activities within the Easement Parcel. Grantee agrees that it shall, at its sole cost and expense, restore, to substantially the same condition as existing immediately before such damage occurred, any damage caused to any part of the Easement Parcel or the Property which occurs as a result of the use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities by Grantee.

To the fullest extent permitted by applicable law, the Grantee shall release, indemnify, hold harmless and defend the Grantor, its officers, directors, employees, members and owners, from time to time, of any of the Property, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by or resulting from the negligent use, operation, inspection, maintenance, repair, renewal and replacement of the City Traffic Signalization Facilities pursuant hereto or which may result from or in connection with or by reason of the rights granted to the Grantee under this instrument, including any act or omission of the Grantee or its agents, contractors or employees. The provisions of this indemnification paragraph shall not be construed to indemnify and

Grantee shall not be obligated to indemnify Grantor for any liability, loss, damage or expense to the extent attributable to the negligent acts or omissions or willful or intentional misconduct of Grantor.

The granting of the Easement shall not be construed to prohibit the Grantor from developing any property adjoining the Easement Parcel or from using the Easement Parcel in any manner or from laying out, establishing and constructing pavement, road surfaces, curbing and gutters along, upon, over or across said Easement Parcel or any portion thereof; provided, however, the Easement Parcel shall be kept free from buildings, and any other structures or obstructions (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said Easement Parcel for the purpose of the use, operation, inspection, maintenance, repair, renewal and replacement the City Traffic Signalization Facilities.

All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon Grantor and Grantee, as well as their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES
FOLLOW.]

IN WITNESS WHEREOF, **CENTERPOINT 8801 MARGINAL LLC**, has caused this Easement to be executed under seal on the 25th day of September, 2024.

CENTERPOINT 8801 MARGINAL LLC, a Delaware limited liability company

By: CenterPoint Properties Trust, a Maryland real estate investment trust, its sole member

By: 
Its: **Edward R. Harrington**
Name: **Senior Vice President**

By: 
Its: **Brian M. Sheehan**
Name: **Senior Vice President, Controller**

STATE OF ILLINOIS)
)
COUNTY OF **COOK**)

I, **JULIE A. SICKEL**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **EDWARD HARRINGTON**, as **SENIOR VICE PRESIDENT** and **BRIAN SHEEHAN**, as **SVP, CONTROLLER** of CenterPoint Properties Trust, a Maryland real estate investment trust, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as their own free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this **25TH** day of September, 2024.




Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A OF CITY OF TUKWILA LOT CONSOLIDATION NO. L19-0083, RECORDED
SEPTEMBER 10, 2020, UNDER RECORDING NUMBER 20200910900087, IN KING
COUNTY, WASHINGTON.

Common Address: 8801 E. Marginal Way
Tukwila, Washington 98108

Tax Parcel Number: 542260-0060-03

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT PARCEL

CITY OF TUKWILA ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

A 7.00-FOOT-WIDE STRIP OF LAND LYING UNDER, OVER, AND ACROSS A PORTION OF PARCEL A OF CITY OF TUKWILA LOT CONSOLIDATION NUMBER L19-0083, UNDER RECORDING NUMBER 20200910900087, DATED SEPTEMBER 10, 2020, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL A NORTH 88°51'02" WEST, 25.00 FEET;
THENCE NORTH 01°08'58" EAST, 7.00 FEET;
THENCE PARALLEL WITH SAID SOUTH LINE SOUTH 88°51'02" EAST, 21.93 FEET TO THE WESTERLY MARGIN OF EAST MARGINAL WAY;
THENCE ALONG SAID WESTERLY MARGIN SOUTH 22°32'01" EAST, 7.64 FEET TO THE POINT OF BEGINNING.

(CONTAINING 164± SF)

8/12/2024



20538-CENTERPOINT TUKWILA
20538L.003
OBH
August 12, 2024

1066535.3

EXHIBIT B-1

EXHIBIT C

DEPICTION OF EASEMENT PARCEL

[SEE ATTACHED]



Know what's below. Call before you dig.

FOR CENTERPOINT TUKWILA PTN OF THE SE 1/4 AND THE SW 1/4 OF SEC. 23, TWP 24 N, RNG 4 E, W.M. CITY OF TUKWILA, KING COUNTY, STATE OF WASHINGTON

GENERAL NOTES

- 1. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE.
2. AT LEAST 48 HOURS BEFORE STARTING PROJECT SITE WORK, NOTIFY THE UTILITIES INSPECTOR AT 206-433-0179.
3. REQUEST A PUBLIC WORKS UTILITY INSPECTION AT LEAST 24 HOURS IN ADVANCE BY CALLING 206-433-0179.
4. THE CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR WORKER SAFETY, AND DAMAGE TO STRUCTURES AND IMPROVEMENTS RESULTING FROM CONSTRUCTION OPERATIONS.
5. THE CONTRACTOR SHALL HAVE THE PERMIT(S) AND CONDITIONS, THE APPROVED PLANS, AND A CURRENT COPY OF CITY OF TUKWILA DEVELOPMENT GUIDELINES AND DESIGN AND CONSTRUCTION STANDARDS AVAILABLE AT THE JOB SITE.
6. ALL WORK SHALL CONFORM TO THESE APPROVED DRAWINGS. ANY CHANGES FROM THE APPROVED PLANS REQUIRE PRE-APPROVAL FROM THE OWNER, THE ENGINEER, AND THE CITY OF TUKWILA.
7. ALL METHODS AND MATERIALS SHALL MEET CITY OF TUKWILA DEVELOPMENT GUIDELINES AND DESIGN AND CONSTRUCTION STANDARDS, UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DIRECTOR.
8. CONTRACTOR SHALL MAINTAIN A CURRENT SET OF RECORD DRAWINGS ON-SITE.
9. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS PRIOR TO PROJECT FINAL APPROVAL.
10. PROVIDE TRAFFIC CONTROL AND STREET MAINTENANCE PLAN FOR PUBLIC WORKS APPROVAL BEFORE IMPLEMENTATION.
11. ALL SURVEYING FOR PUBLIC FACILITIES SHALL BE DONE UNDER THE DIRECTION OF A WASHINGTON LICENSED LAND SURVEYOR. VERTICAL DATUM SHALL BE NAVD 1988. HORIZONTAL DATUM SHALL BE WASHINGTON STATE (GRID) COORDINATES, NORTH ZONE, USING NAD 83/91 SURVEY CONTROL AND TIED TO ANY TWO CITY OF TUKWILA HORIZONTAL CONTROL MONUMENTS. FOR PROJECTS WITHIN A FLOOD CONTROL ZONE, THE PERMITTEE SHALL PROVIDE CONVERSION CALCULATIONS TO NGVD 1929.
12. REPLACE OR RELOCATE ALL SIGNS DAMAGED OR REMOVED DUE TO CONSTRUCTION.

SIGNAL GENERAL NOTES

- 1. THE LOCATION OF ALL CONDUIT, JUNCTION BOXES, AND CABINETS SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY AND FINAL LOCATIONS SHALL BE CONFIRMED IN THE FIELD WITH THE ENGINEER OR CITY INSPECTOR.
2. ALL TRAFFIC SIGNAL AND PEDESTRIAN HEADS AND PUSH BUTTONS SHALL BE SECURELY AND COMPLETELY COVERED WHILE NOT IN OPERATION.
3. ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF TUKWILA STANDARDS AND SPECIFICATIONS, CURRENT EDITION, UNLESS OTHERWISE SPECIFIED. THE CURRENT EDITION OF THE CITY OF TUKWILA STANDARD SPECIFICATIONS AND DETAILS SHALL BE CONSIDERED PART OF THIS CONTRACT.
4. THE LOCATIONS OF FEATURES SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AS NECESSARY.
5. THE CONTRACTOR SHALL SUBMIT A REQUEST TO THE INSPECTOR FOR MATERIALS APPROVAL MINIMUM THREE WEEKS PRIOR TO THE REQUESTED APPROVAL DATE.
6. ALL WORK SHALL BE CONSISTENT WITH UTILITY AGENCY REQUIREMENTS. THE CONTRACTOR SHALL CONTACT ALL PERTINENT UTILITY AGENCIES 48 HOURS BEFORE COMMENCING WORK, AND SHALL COORDINATE WITH AFFECTED UTILITY AGENCIES THROUGHOUT THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY OF TUKWILA IMMEDIATELY UPON DAMAGE.
8. EXISTING FEATURES TO REMAIN UNLESS OTHERWISE NOTED.
9. ALL CONDUCTORS FOR SIGNAL HEADS, LOOPS, PEDESTRIAN HEADS, PUSHBUTTONS, AND STREET LIGHTS SHALL BE LABELED IN EACH JUNCTION BOX.
10. PRESERVE AND PROTECT EXISTING TRAFFIC LOOPS UNLESS OTHERWISE INDICATED.
11. CONTRACTOR SHALL PROVIDE AND INSTALL A PERMANENT OR TEMPORARY VIDEO DETECTION SYSTEM AT ANY TIME THAT LOOP DETECTORS ARE NOT FUNCTIONAL.
12. ALL NEW SIGNAL POLE FOUNDATION LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO EXCAVATION.
13. THE EXISTING ILLUMINATION SYSTEM SHALL REMAIN OPERATIONAL UNTIL NEW ILLUMINATION CONFIGURATION IS FULLY FUNCTIONAL.
14. ALL SIGNALIZED CROSSWALKS SHALL BE OPERATIONAL AT ALL TIMES UNLESS FLAGGERS/POLICE ARE PRESENT TO ASSIST PEDESTRIANS.
15. CONTRACTOR SHALL PROVIDE TENW WITH REDLINE MARKUPS SHOWING ANY AND ALL CHANGES FROM THESE APPROVED PLANS FOLLOWING CONSTRUCTION.
16. CONDUIT UNDER ROADWAY MUST BE SCHEDULE 80 PVC OR RIDGED.
17. CONTRACTOR SHALL CONFIRM PREFERRED TRENCHING/BORING METHOD WITH CITY OF TUKWILA PRIOR TO BEGINNING CONSTRUCTION.
18. ALL JUNCTION BOXES IN WALKWAYS MUST BE SLIP-RESISTANT.
19. AS PART OF THE DESIGN PROCESS, THE ENGINEER HAS ATTEMPTED TO CONFIRM THAT THERE ARE NOT CONFLICTS WITH OVERHEAD POWER LINES OR SUBSURFACE UTILITIES. HOWEVER, IT IS POSSIBLE FOR THE EXISTING OR PROPOSED CONDITIONS TO CHANGE PRIOR TO IMPLEMENTATION OF THE SCOPE OF WORK IDENTIFIED ON THESE DOCUMENTS. AS THE FIRST ORDER OF BUSINESS, THE CONTRACTOR SHALL POTHOLE EACH POLE LOCATION TO CONFIRM THAT THERE ARE NOT CONFLICTS WITH SUBSURFACE UTILITIES. ADDITIONALLY, THE CONTRACTOR SHALL CONFIRM THAT THERE IS A 10-FT MINIMUM CIRCUMFERENTIAL CLEARANCE PROVIDED BETWEEN OVERHEAD POWER LINES AND THE PROPOSED TYPE III SIGNAL POLES PRIOR TO CONSTRUCTION. ADDITIONAL CLEARANCE MAY BE REQUIRED AS DIRECTED BY THE UTILITY. THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.

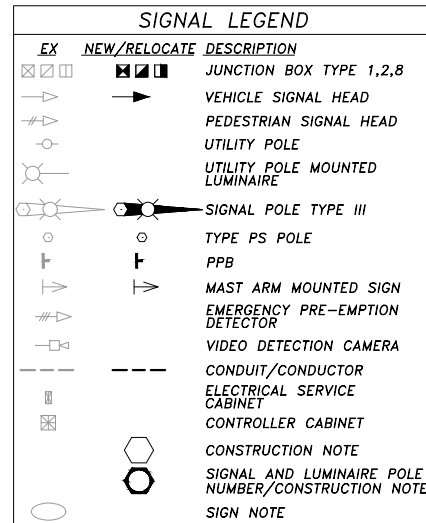
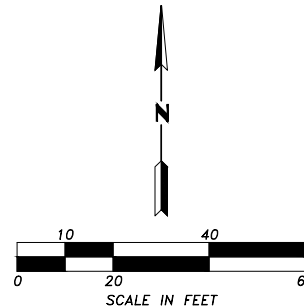
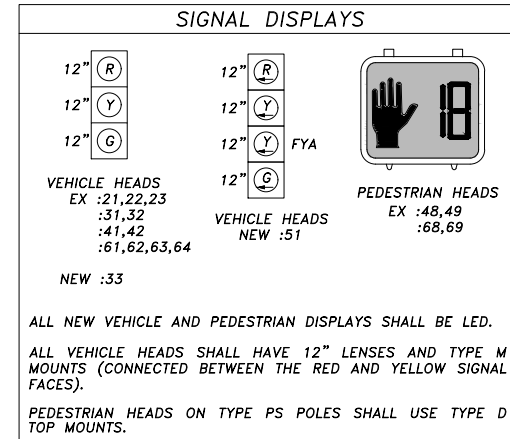
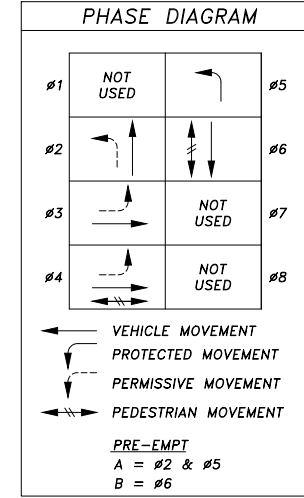
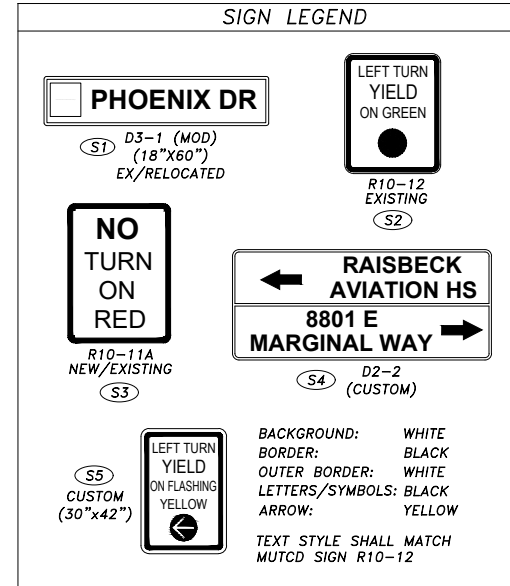
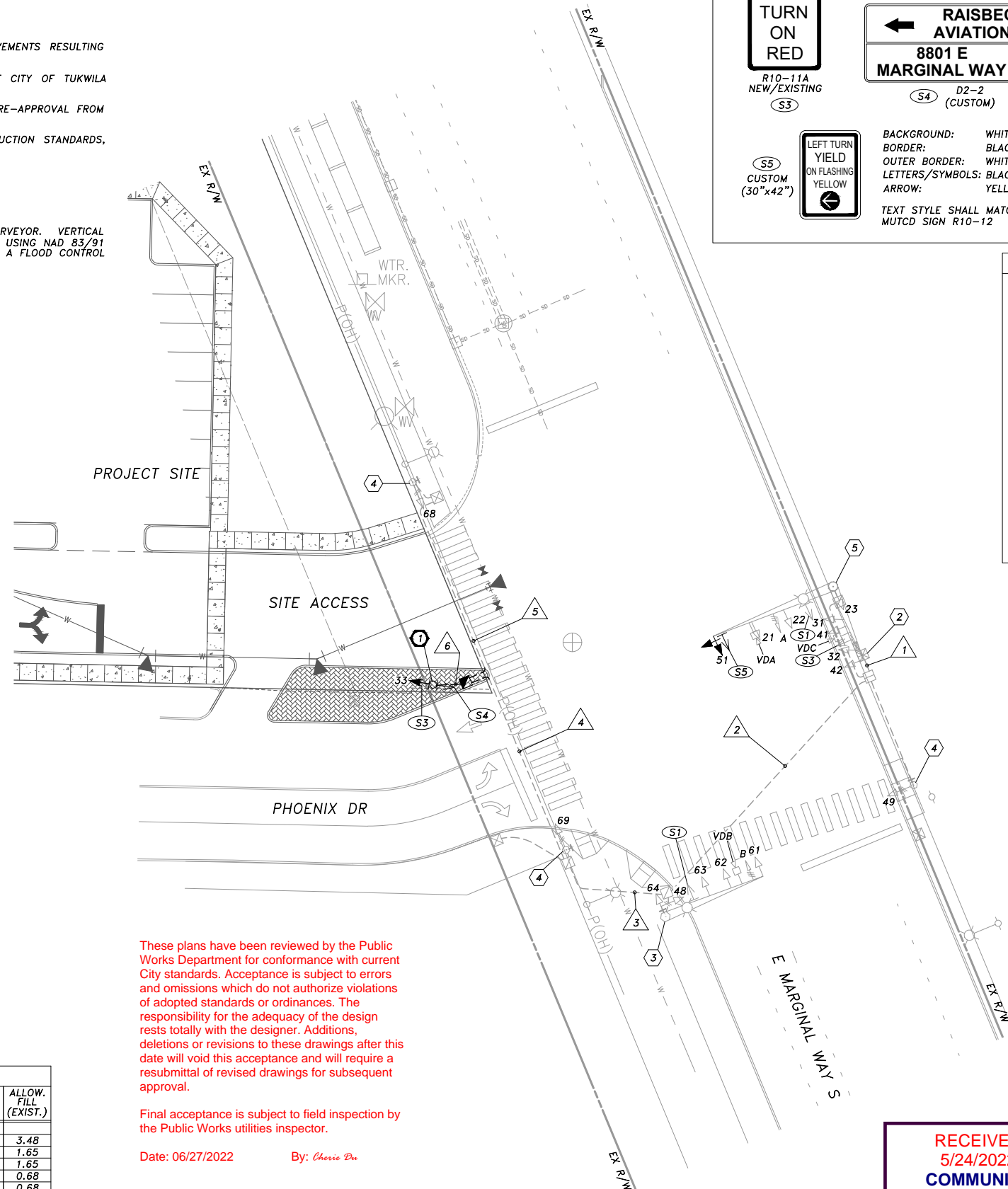
SIGNAL CONSTRUCTION NOTES

- 1. CONSTRUCT FOUNDATION PER WSDOT STANDARD PLAN J-21.10 AND SIGNAL POLE CHART, SHEET TS-03. FURNISH AND INSTALL TYPE I SIGNAL STANDARD WITH ONE NEW VEHICULAR SIGNAL HEAD PER SIGNAL POLE CHART, SHEET TS-03, AND TWO NEW SIGNS PER SIGN LEGEND, THIS SHEET.
2. EXISTING CONTROLLER CABINET TO REMAIN. PROTECT DURING CONSTRUCTION.
3. EXISTING TYPE III SIGNAL POLE TO REMAIN. PROTECT DURING CONSTRUCTION.
4. EXISTING TYPE PS POLE TO REMAIN. PROTECT DURING CONSTRUCTION.
5. EXISTING TYPE III SIGNAL POLE TO REMAIN. REPLACE EXISTING FOUR-SECTION HEAD WITH NEW FLASHING YELLOW ARROW (FYA) FOUR-SECTION HEAD ON EXISTING TENON PER SIGNAL DISPLAY LEGEND, THIS SHEET. REPLACE EXISTING R10-12 SIGN WITH NEW FYA SIGN PER SIGN LEGEND, THIS SHEET.

SIGNAL WIRING SCHEDULE (AFFECTED RUNS ONLY)

Table with columns: RACEWAY CONDUIT NO., RACEWAY SIZE, E.V. DETECT. 3C(SH), VEH. HEAD SC, PED. HEAD/PPB 2C(SH), PPB 2C(SH), VIDEO DETECTION, ILLUM #8, EQUIP. GRND. **, PULL WIRE, CONDUIT FILL, ALLOW. FILL (NEW), ALLOW. FILL (EXIST.)

* OTHER CONDUIT AND CONDUCTORS MAY BE PRESENT
** EQUIPMENT GROUND SIZE SHALL BE EQUAL TO OR LARGER THAN THE LARGEST WIRE SIZE IN THE CONDUIT.



These plans have been reviewed by the Public Works Department for conformance with current City standards. Acceptance is subject to errors and omissions which do not authorize violations of adopted standards or ordinances. The responsibility for the adequacy of the design rests totally with the designer. Additions, deletions or revisions to these drawings after this date will void this acceptance and will require a resubmittal of revised drawings for subsequent approval.

Final acceptance is subject to field inspection by the Public Works utilities inspector.

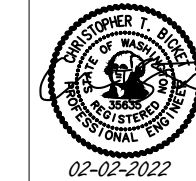
Date: 06/27/2022 By: Cherie Du

PW22-0037

RECEIVED 5/24/2022 COMMUNITY DEVELOPMENT

Revision: No. Date By Ckd. Appr. Title: TRAFFIC SIGNAL MODIFICATION PLAN FOR CENTERPOINT TUKWILA 8801 EAST MARGINAL WAY SOUTH TUKWILA, WA 98108

For: CENTERPOINT PROPERTIES 725 S FIGUEROA ST STE 3005 LOS ANGELES, CA 90017 CONTACT: JOHN LASS



Scale: Horizontal Vertical
Designed/DB/ATT Drawn DB/ATT Checked ATT Approved CTB Date 2/2/22

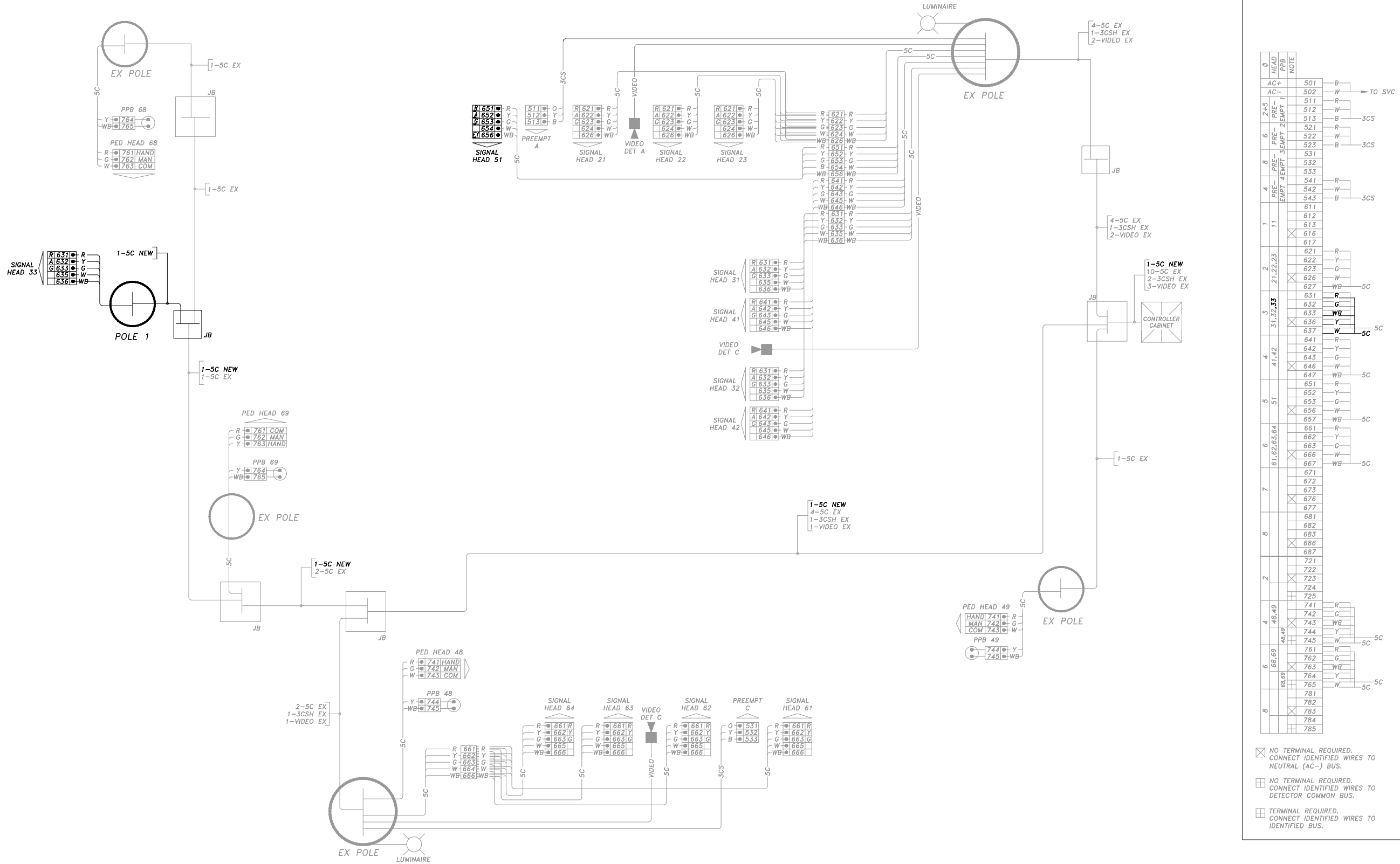
TENW Transportation Engineering NorthWest
Transportation Planning | Design | Traffic Impact & Operations
11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747
Project Contact: Trevor Takara, P.E. Phone: 425-520-0845

Job Number: 2020-202 Sheet: TS-01 1 of 3



Know what's below.
Call before you dig.

FOR
CENTERPOINT TUKWILA
PTN OF THE SE 1/4 AND THE SW 1/4 OF SEC. 23, TWP 24 N, RNG 4 E, W.M.
CITY OF TUKWILA, KING COUNTY, STATE OF WASHINGTON



CONTROLLER CABINET

Ø	HEAD	PPB	NOTE
AC+	501	B	
AC-	502	W	TO SVC
2+5	511	R	
6	512	B	3CS
6	521	W	
6	522	W	3CS
8	523	B	
8	531		
8	532		
8	533		
4	541	R	
4	542	W	3CS
4	543	B	
1	611		
1	612		
1	613		
1	616		
1	617		
2	621	R	
2	622	Y	
2	623	C	
2	626	W	
2	627	WB	5C
3	631	R	
3	632	G	
3	633	WB	
3	636	Y	
3	637	W	5C
4	641	R	
4	642	Y	
4	643	G	
4	646	W	
4	647	WB	5C
5	651	R	
5	652	Y	
5	653	G	
5	656	W	5C
5	657	WB	5C
6	661	R	
6	662	Y	
6	663	G	
6	666	W	
6	667	WB	5C
7	671		
7	672		
7	673		
7	676		
7	677		
8	681		
8	682		
8	683		
8	686		
8	687		
2	721		
2	722		
2	723		
2	724		
2	725		
4	741	R	
4	742	G	
4	743	WB	
4	744	Y	
4	745	W	5C
6	761	R	
6	762	G	
6	763	WB	
6	764	Y	
6	765	W	5C
8	781		
8	782		
8	783		
8	784		
8	785		

- NO TERMINAL REQUIRED. CONNECT IDENTIFIED WIRES TO NEUTRAL (AC-) BUS.
- NO TERMINAL REQUIRED. CONNECT IDENTIFIED WIRES TO DETECTOR COMMON BUS.
- TERMINAL REQUIRED. CONNECT IDENTIFIED WIRES TO IDENTIFIED BUS.

Revision: _____

No. _____ Date _____ By _____ Ckd. _____ Appr. _____

Title: TRAFFIC SIGNAL WIRE DIAGRAM FOR CENTERPOINT TUKWILA 8801 EAST MARGINAL WAY SOUTH TUKWILA, WA 98108

For: CENTERPOINT PROPERTIES 725 S FIGUEROA ST STE 3005 LOS ANGELES, CA 90017 CONTACT: JOHN LASS

Scale: Horizontal Vertical

Designed: DB/TTT Drawn: DB/TTT Checked: TTT Approved: CTB Date: 2/2/22

TENW
Transportation Engineering NorthWest
Transportation Planning | Design | Traffic Impact & Operations
11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747
Project Contact: Trevor Takara, P.E. Phone: 425-530-0865

Job Number: 2020-202
Sheet: TS-02
2 of 3

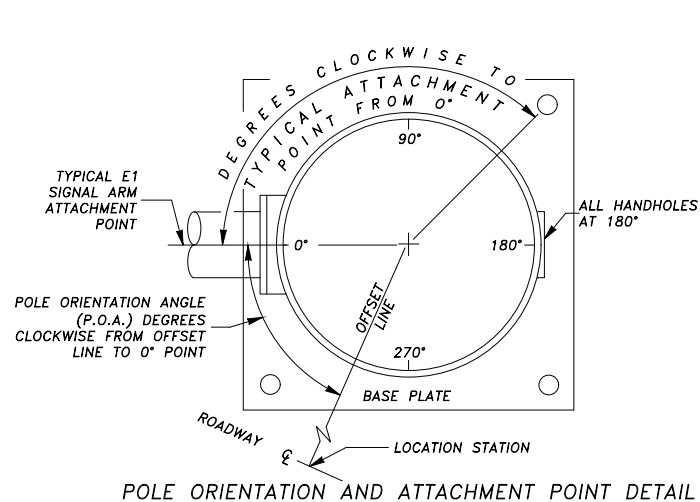
RECEIVED
5/24/2022
COMMUNITY
DEVELOPMENT

PW22-0037

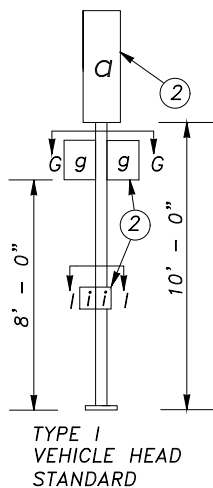


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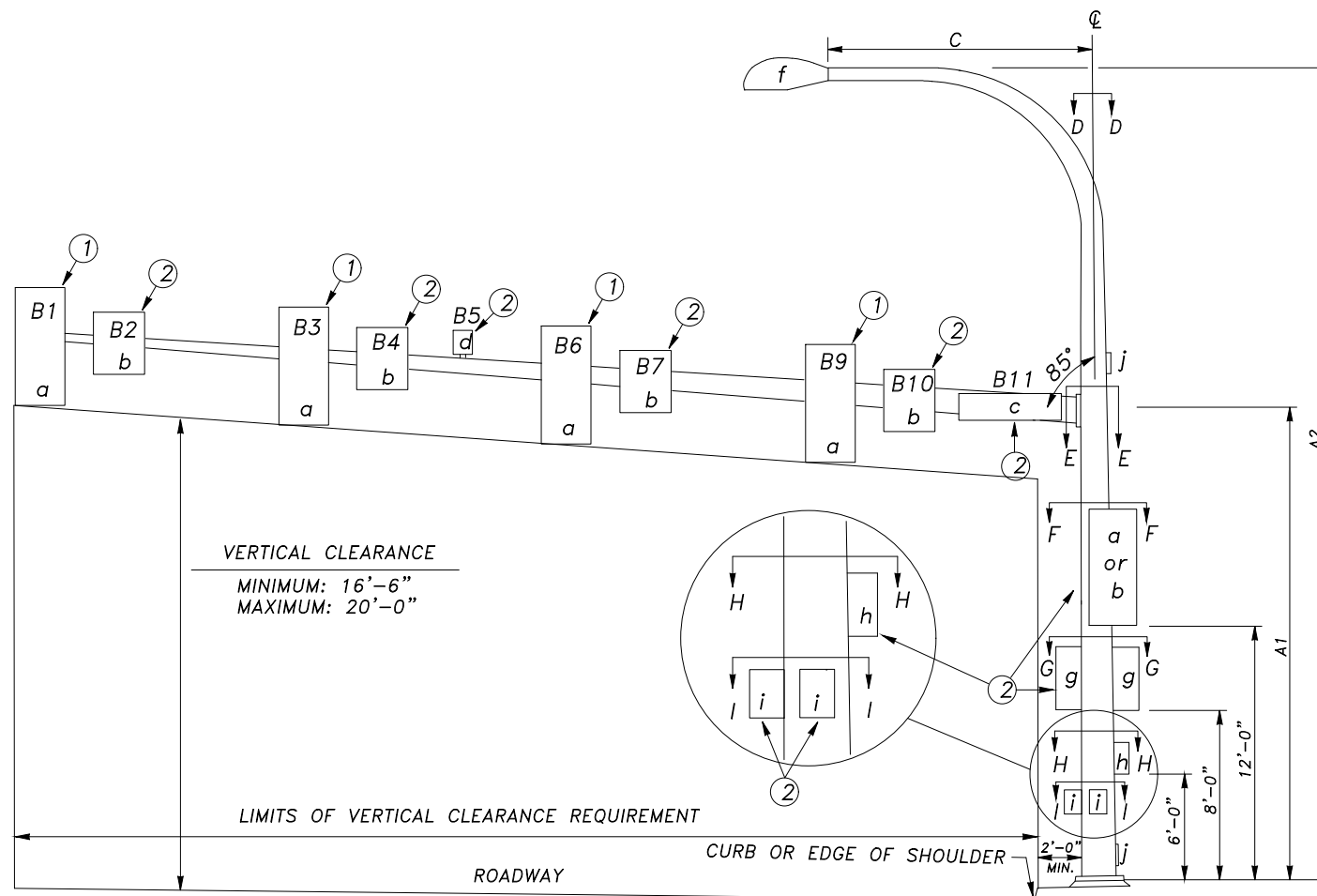
FOR
CENTERPOINT TUKWILA
PTN OF THE SE 1/4 AND THE SW 1/4 OF SEC. 23, TWP 24 N, RNG 4 E, W.M.
CITY OF TUKWILA, KING COUNTY, STATE OF WASHINGTON



POLE ORIENTATION AND ATTACHMENT POINT DETAIL



TYPE I
VEHICLE HEAD
STANDARD



TYPE III
COMBINATION LIGHTING
AND MAST ARM SIGNAL
STANDARD

LEGEND	
a.	VEHICLE SIGNAL HEAD
b.	SIGN
c.	STREET NAME SIGN
d.	PRE-EMPT DETECTOR
e.	DELETED (10/22/90)
f.	LUMINAIRE
g.	PEDESTRIAN SIGNAL HEAD
h.	CABINET
i.	PEDESTIAN PUSHBUTTON ASSEMBLY
j.	HANDHOLE

- NOTES**
- ① MOUNTING COUPLING INSTALLED AT OFFSET DISTANCE INDICATED IN CHART.
 - ALTERNATE NOTE 1
FOR TYPE N MOUNT ONLY
DRILL 1/2" HOLE IN MAST ARM AND INSTALL PLASTIC SPLIT BUSHING FOR CABLE ENTRANCE.
 - ② FIELD INSTALLED.

STD. NO.	REFERENCE ROADWAY	FIELD LOCATION			TYPE	MT. HT. A1	MT. MAST HT. A2	SIGNAL MAST ARM DATA											LUMINAIRE ARM(FT) C	POLE ATTACHMENT POINT ANGLES (DEG)												FOUNDATION DEPTHS(FT)				REMARKS						
		NORTHING	EASTING	P.O.A.				OFFSET DISTANCE (FT) (Z) (POLE & TO ATTACHMENT POINT)												(X)(Y)(Z) *TOTAL(FT) ³												3' RD' 3' SQ' 4' RD'										
1	E MARGINAL WAY	193497.6	1278089.5	--	I	--	--	B1	B2	B3	B4	B5	B6	B7	B9	B10	B11	B1	B2	B3	B4	B6	B7	B9	B10	B11	*TOTAL(FT) ³	C	A	D	E1	F1	F2	G1	G2	H	I1	I2	3' RD'	3' SQ'	4' RD'	FOUNDATION PER WSDOT STD. PLAN J-21.10.

(1) NOT APPLICABLE. SEE WSDOT STANDARD DETAIL J-21.20.

Revision
No. Date By Ckd. Appr.
Title: **TRAFFIC SIGNAL POLE CHART**
FOR
CENTERPOINT TUKWILA
8801 EAST MARGINAL WAY SOUTH
TUKWILA, WA 98108

For: **CENTERPOINT PROPERTIES**
725 S FIGUEROA ST STE 3005
LOS ANGELES, CA 90017
CONTACT: JOHN LASS

Scale: Horizontal Vertical
Designed/DB/TTT
Drawn DB/TTT
Checked TTT
Approved CTB
Date 2/2/22

TENW
Transportation Engineering NorthWest
Transportation Planning | Design | Traffic Impact & Operations
11400 SE 8th Street, Suite 200, Bellevue, WA 98004 | Office (425) 889-6747
Project Contact: Trevor Takara, P.E.
Phone: 425-250-0865

Job Number: **2020-202**
Sheet: **TS-03**
3 of 3

RECEIVED
5/24/2022
COMMUNITY DEVELOPMENT

PW22-0037



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Pete Mayer, Deputy City Administrator/ Interim Public Works Director
BY: Catrien de Boer, Public Works Analyst
CC: Mayor McLeod
DATE: October 25, 2024
SUBJECT: 42nd Ave S Grants – Final Design and Construction Grants
Project No. 91840404
WSDOT Local Bridge Program and Move Ahead Washington Program

ISSUE

Accept two grants for the final design and construction of the 42nd Ave S Bridge: Local Bridge Program in the amount of \$12,000,000 and Move Ahead Washington (MAW) Program in the amount of \$17,000,000 for a total of \$29,000,000.

BACKGROUND

In 2019 and 2020, Council authorized staff to submit applications to the Local Bridge Program and the MAW Program to fund the replacement of the 42nd Ave S Bridge. The 42nd Ave S Bridge is structurally deficient and is on track to be replaced in the coming years.

DISCUSSION

In 2021, City staff were notified that we received the full grant award of \$12,000,000 from the Local Bridge Program for the bridge replacement. In 2022, City staff were notified that we received the full grant award of \$17,000,000 from the MAW Program.

FISCAL IMPACT

The City was awarded \$29,000,000 in grant funding for the complete replacement of 42nd Ave S Bridge. The City expects to use the Local Bridge Program grant for construction expenses, which reimburses at 100% (no local city match) if obligated before Sept. 2026. The City expects to use the MAW Grant for final design and construction, which reimburses at 100% (no local city match).

	<u>Project Budget</u>
Local Bridge Program	\$12,000,000
Move Ahead Washington	\$17,000,000
Total	\$29,000,000

RECOMMENDATION

Council is being asked to accept two grants to fund final design and construction of the 42nd Ave S Bridge in the amounts of \$12,000,000 and \$17,000,000 and consider this item on the Consent Agenda at the November 4th Regular Meeting.

July 15, 2021

Mr. Hari Ponnekanti, P.E.
Interim Public Works Director
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, Washington 98188

**42nd Ave South Bridge
FFY 2021 Local Bridge Program Selections
Federal Funding**

Dear Mr. Ponnekanti:

WSDOT is pleased to advise you that the above-mentioned bridge project was recently selected to receive funding through the Local Bridge Program. The federal funding is limited to the amount shown below:

42nd Ave South Bridge **\$12,000,000**
Scope: Replacement

NOTE: This project requires a 13.5% local match during the preliminary engineering/design and right of way phases. Projects that authorize construction by December 2024, are eligible for 100% federal funding for eligible costs. If construction is authorized after December 2024, 13.5% local match is required.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Reporting is required to be completed by the end of March, June, September, and December each year. To access the database you will need an account name and password. Your account name is **Tukwila** and your password is **Tukwi785**. The password is case sensitive.
- If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled, funds repaid and reprogrammed.

Hari Ponnekanti, P.E.
Interim Public Works Director
City of Tukwila
42nd Ave South Bridge
July 15, 2021

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures. Also, it is critical that your agency adhere to the project schedule previously provided, to ensure the delivery of the local federal program.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

Stephanie Tax

Stephanie Tax
Interim Director
Local Programs

SJT:sas

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

March 31, 2022

Mr. Hari Ponnekanti, P.E.
Public Works Director
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, Washington 98188

**42nd Avenue Bridge
Move Ahead WA – Capital Projects
2022 Supplemental Transportation Budget
State Funding**

Dear Mr. Ponnekanti:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding in the 2022 Supplemental Transportation Budget through the Move Ahead Washington (MAW) – Capital Projects program. The state funding is limited as shown below:

42nd Avenue Bridge **\$17,000,000**
2021-23 Available Funding: \$17,000,000

Scope: Complete replacement of the existing bridge which is structurally deficient and functionally obsolete.

In the event the 2021-23 funding is not all reimbursed, WSDOT will request the remaining funding through the 2023-25 budget development. Until the funding is provided by the legislature, WSDOT can only reimburse your agency for the approved work completed each biennium, as reflected above. Therefore, it is critical that the Local Project Report is updated detailing the project's delivery, so that the funding aligns with the schedule.

In order to meet the state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information including: (<https://wsdot.wa.gov/business-wsdot/support-local-programs>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Tukwila** and your password is **Tukwi785**. The password is case sensitive.

Hari Ponnekanti, PE
City of Tukwila
42nd Avenue Bridge
March 31, 2022

Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

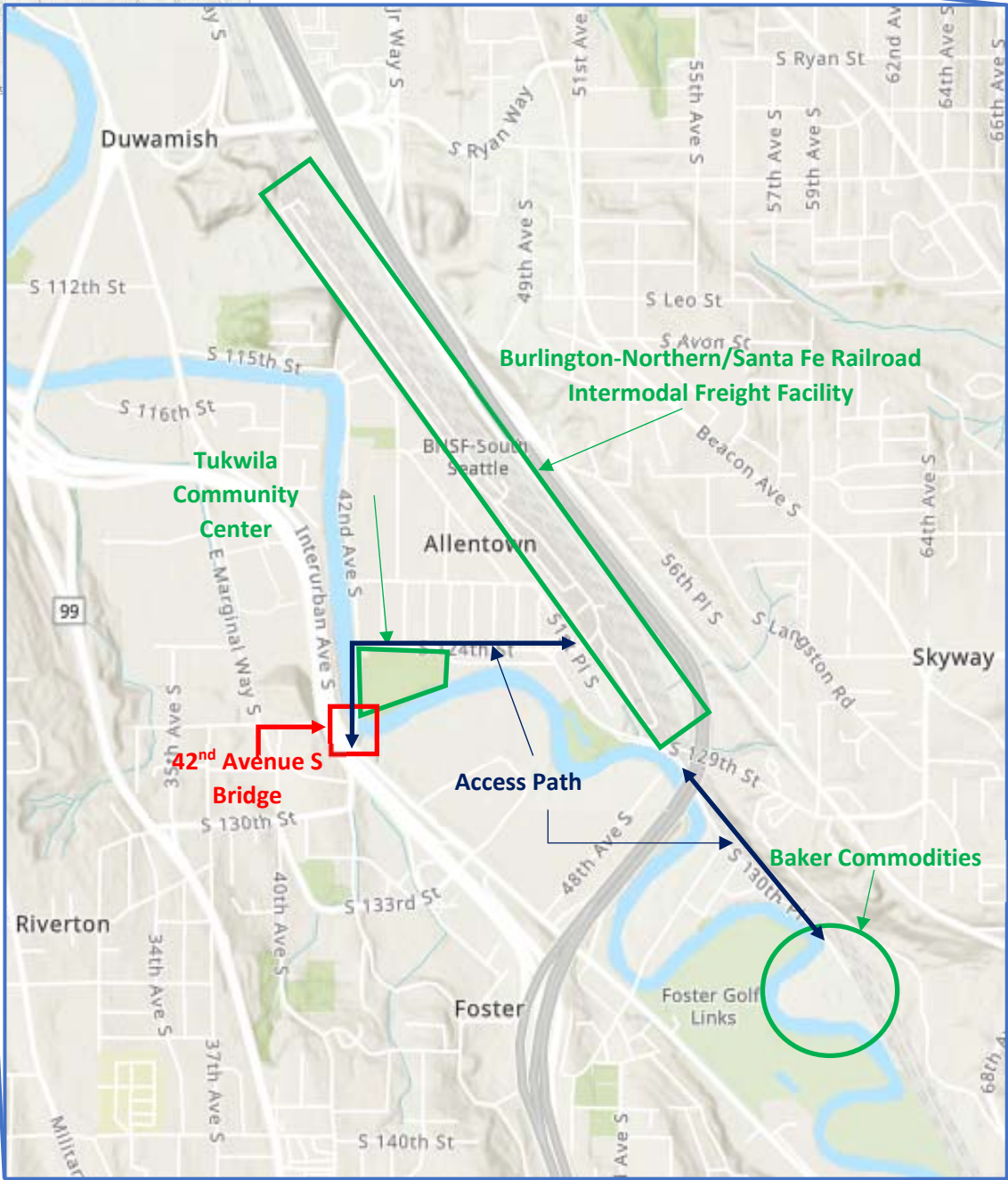
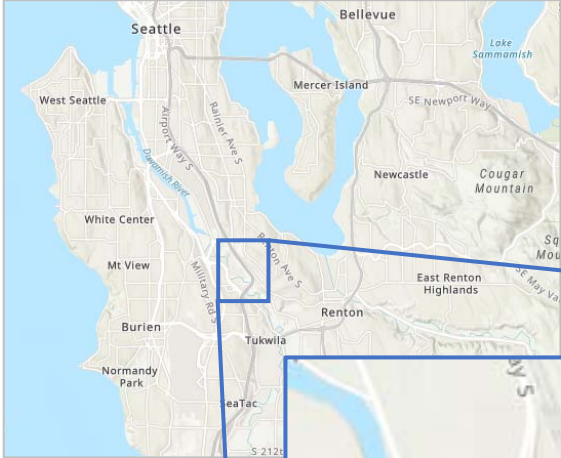
A handwritten signature in blue ink, appearing to read "Jay Drye", with a long horizontal flourish extending to the right.

Jay Drye, PE
Director
Local Programs

JD:st:ml

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

42nd Avenue S Bridge Replacement Project Vicinity Map





INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Pete Mayer, Deputy City Administrator/ Interim Public Works Director**
 BY: **Catrien de Boer, Public Works Grant Analyst**
 CC: **Mayor McLeod**
 DATE: **October 25, 2024**
 SUBJECT: **USDOT Aquatic Organism Passage (AOP) Culvert Removal Grant Application**
Project No. 99830105
Gilliam Creek Fish Barrier Removal

ISSUE

Authorize the submittal of a grant application to the USDOT AOP National Culvert Removal, Replacement, and Restoration Grant Program for design and construction funding for the Gilliam Creek Fish Barrier Removal and Habitat Enhancement Project.

BACKGROUND

The primary goals of this project are to restore fish passage between Gilliam Creek and the Green River, restore salmon habitat, and maintain or improve flood protection. The 108" flap gate would be removed and replaced with flood protection more suitable to fish passage.

DISCUSSION

The City currently has \$1,350,000 in awarded design grant funding from the King County Flood Control District (FCD) and the Recreation and Conservation Office (RCO). In late 2023, the City applied to the NOAA Fish Barrier Removal grant program for \$19.6 Million and to the NOAA Transformational Habitat grant program for \$22.6 Million. The City was unsuccessful with both but participated in valuable debrief sessions with NOAA grant managers to discuss our applications.

In late September 2024, the City became aware of the USDOT AOP grant opportunity which funds culvert replacement projects, such as this. The application was due on September 23, 2024. City staff learned about this grant opportunity only days before the application was due, and did not want to miss an opportunity for our project to be considered. This is a highly competitive national grant program. We believe that even if our application is unsuccessful, we look forward to meeting with USDOT staff to debrief our application and discuss strengths and weaknesses to prepare a better application next year.

FISCAL IMPACT

The City is seeking \$19.3 Million from the USDOT AOP program for design and construction of the Gilliam Creek Culvert Removal project. The program requires a 20% non-federal match of \$4.8 Million. The project team feels reasonably confident the match could come from local funding partners such as the King County Flood Control District, Recreation and Conservation Office, and WRIA 9 to offset the City contribution.

City staff will continue to seek grant opportunities for this project and if successful, will request Council approval to accept.

	<u>Amount</u>	<u>Notes</u>
USDOT Request	\$19,298,460.00	Design, Permitting, Construction
Non-Federal Match	\$4,824,615.00	City 412 funds, WRIA 9, RCO, FCD
Total	\$24,123,075	

RECOMMENDATION

To approve the submittal of the USDOT AOP grant application for the Gilliam Creek Fish Barrier Removal Project. Alternatively, the Committee may recommend the City rescind its application.

Attachments: Vicinity Maps



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Pete Mayer, Deputy City Administrator/ Interim Public Works Director
BY: Catrien de Boer, Public Works Analyst
CC: Mayor McLeod
DATE: October 25, 2024
SUBJECT: Amendment to Grant Agreement #23-188 for Polychlorinated biphenyl (PCB) Monitoring and Evaluation
Project No. 32441201

ISSUE

Accept a Department of Ecology (DOE) Water Quality Grant award for Polychlorinated biphenyl (PCB) evaluation within the City’s stormwater drainage system in the amount of \$446,144.

BACKGROUND

On July 24th, 2023, Council authorized the City to accept a DOE Water Quality Grant to fund the development of an Enhanced Maintenance Plan (EMP) and decant facility design. In early September 2024, DOE invited Tukwila to apply for additional funding specifically for PCB monitoring and evaluation to be added to our existing DOE Grant (Contract No. 23-188). PCBs are man-made chemicals previously used in hundreds of industrial and commercial applications including electrical equipment, paint, pigments, and dyes. PCB manufacturing was banned in 1979 but the chemicals are still found in the environment.

DISCUSSION

On September 26, 2024, City staff were notified that we received supplemental funding in the amount of \$446,144 for PCB monitoring and evaluation. We propose to monitor PCBs using sediment traps in up to 15 different locations around the City to detect and test for the presence of PCBs. This funding must be spent by June 30th, 2025. DOE proposes issuing this funding to Tukwila via an amendment to our existing agreement, Contract No 23-188.

FISCAL IMPACT

The City has been awarded an additional \$446,144 in funding through our existing grant agreement with the DOE. There is no local city match associated with this supplemental funding.

	<u>Project Budget</u>	<u>Notes</u>
Current DOE Grant Agreement	\$462,043.00	EMP and Decant Facility Design
City Match for EMP/Decant	\$81,537.00	15% of original grant amount
Amendment #1 for PCB Monitoring	\$446,144.00	PCB Evaluation/Monitoring
Total	\$989,724.00	

RECOMMENDATION

Council is being asked to accept this amendment to Grant Agreement, contract #23-188 for PCB monitoring and consider this item on the Consent Agenda at the November 4th Regular Meeting.

From: Weisman, Kitty (ECY) <kitw461@ECY.WA.GOV>

Sent: Thursday, September 26, 2024 11:33 AM

To: Russell Betteridge <Russell.Betteridge@TukwilaWA.gov>; Sherry Edquid <Sherry.Edquid@TukwilaWA.gov>; Catrien de Boer <Catrien.deBoer@TukwilaWA.gov>; Mike Perfetti <Mike.Perfetti@TukwilaWA.gov>

Cc: Nejedly, Jeffrey (ECY) <JNEJ461@ECY.WA.GOV>; Schwing, Jessica (ECY) <jess461@ECY.WA.GOV>; Zehner, Sarah (ECY) <szeh461@ECY.WA.GOV>; McCrea, Rachel (ECY) <rmcc461@ECY.WA.GOV>; Neculae, Cleo (ECY) <CNEC461@ECY.WA.GOV>; Howie, Douglas (ECY) <doho461@ECY.WA.GOV>; Izumoto, Karen (ECY) <kizu461@ECY.WA.GOV>; Kasmari, Jessica (ECY) <kasj461@ECY.WA.GOV>

Subject: PCB Funding - Congratulations & Next Steps

Good Morning Mike, Russell, Sherry, and Catrien,

Thank you for submitting a proposal for Ecology's PCB discretionary funding. We have reviewed your PCB proposal, and I am pleased to inform you that your project has been selected to receive funding up to \$446,144. This award reflects your original funding request minus the optional testing costs, as those pollutants are not within the parameters of this funding.

As we discussed, the most expedient approach to award this funding is to amend your current Enhanced Maintenance Plan agreement WQC-2024-Tukwil-00085, which we will handle on our end once we have determined the scope of work for your PCB project. You do not need to request an amendment via EAGL, and this way you can continue to submit PRPRs for your EMP project without any delays.

We would like to set up a meeting with you to negotiate the PCB project scope of work, tasks and deliverables. Please let me know your preferred meeting date and time below. If these don't work for you, please suggest some dates and times that do, and we will go from there:

10/8: 8:30-10am & 2:30-3:30pm

10/10: 3-4pm

10/14: 1-2pm & 3-4pm

10/15: 2-4pm

10/21: 3-4pm

10/22: 9am – noon

10/24: 10am – noon

Thank you so much and we look forward to working with you on this project!

Kitty Weisman (she, hers)

Stormwater & Nonpoint Grant Manager

Water Quality Department, Northwest Regional Office

Washington State Department of Ecology

(cell) 425-213-9065



CAUTION: This email originated from outside the City of Tukwila network. Please **DO NOT** open attachments or click links from an unknown or suspicious origin.

Notice: Emails and attachments may be subject to disclosure pursuant to the Public Records Act (chapter 42.56 RCW).



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
FROM: **Pete Mayer, Interim Public Works Director**
BY: **Sherry Edquid, Levee and Floodplain Project Manager**
CC: **Mayor Thomas McLeod**
DATE: **October 25, 2024**
SUBJECT: **Polychlorinated biphenyls (PCB) Evaluation within Stormwater Drainage Consultant Services, Project No. 32441201**

ISSUE

Request to execute a Consultant Agreement for services with Herrera Environmental Consultants, Inc. (Herrera) to conduct a Polychlorinated biphenyls (PCB) evaluation within our stormwater drainage system.

BACKGROUND

In 2023, the City received an Ecology Water Quality grant to develop an Enhanced Maintenance Plan (EMP), which has been assigned to Herrera. Recently, Ecology informed us that additional grant funds are available for conducting a PCB evaluation within our stormwater drainage system. PCBs were domestically manufactured from 1929 until manufacturing was banned in 1979. PCBs were used in hundreds of industrial and commercial applications including electrical, heating, and hydraulic equipment as well as in paints, plastics and rubber products.

ANALYSIS

Herrera will sample stormwater and provide a report that details where PCBs are present in stormwater as outlined in the Ecology grant.

The MRSC Consultant Roster was used to select Herera. The City has been very satisfied with Herera’s past work.

FISCAL IMPACT

Herera has provided a cost not to exceed \$421,206 to perform the attached scope of work. This contract will be entirely funded by the Department of Ecology grant with no city cost share.

RECOMMENDATION

Council is being asked to approve the consultant agreement with Hererra in the amount of \$421,206 and consider this item on the Consent Agenda at the November 4, 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 Environmental**, 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 **Polychlorinated biphenyls (PCB) Evaluation** services in connection with the project titled **Stormwater Drainage Services**.
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 **July 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 **July 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 **\$421,206** 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:

2200 Sixth Avenue
Suite 1100
Seattle, WA 98121
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:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Cost Estimate for Herrera Project No. 10/17/2024
 City of Tukwila PCB Evaluation 24-08544-000

			Task No.			Total
			1	2	3	
			Grant and Loan Administration	Study Planning	PCB Study	
Herrera Labor based on:	Burdened Labor Rates					
Schedule	Task Start Date		11/5/2024	11/5/2024	11/5/2024	
	Task End Date		6/30/2025	12/31/2024	6/30/2025	
Staff	Labor Category	2024 Burdened Labor Rates				
Ahearn, Dylan	Scientist VII	\$316.35	0	12	14	26
Dugopolski, Rebecca	Engineer VI	\$273.41	0	124	184	308
Packman, James	Scientist V	\$230.50	0	94	280	374
Bartish, Nicholas	Scientist II	\$134.51	0	20	214	234
Garcia, David	Scientist II	\$132.29	0	20	194	214
Luell, Stacy	Engineer IV	\$221.15	0	43	128	171
Hobson, Paul	Engineer IV	\$217.97	0	2	32	34
Mullen, Meghan	Engineer III	\$169.27	0	0	24	24
Siegel, Andrew	GIS Analyst III	\$153.42	0	16	39	55
Jackowich, Pamela	Administrative Coordinator IV	\$143.83	0	16	14	30
Malooof, Charles	Project Accountant III	\$135.81	0	4	8	12
Total Hours per Task			0	351	1,131	1482
Subtotal Labor			\$0	\$79,947	\$222,154	\$302,101
Subtotal Herrera Labor			\$0	\$79,947	\$222,154	\$302,101
5%	Escalation on Herrera Labor in 2025		\$0	\$0	\$11,108	\$11,108
Escalated Subtotal Herrera Labor			\$0	\$79,947	\$233,262	\$313,209
Travel and Per Diem (PD)						
Item	Unit	Unit Cost				
Auto Use	Mile	\$0.67	0	60	480	540
Subtotal Per Diem			\$0	\$40	\$322	\$362
Laboratory Costs						
Item	Unit	Unit Cost				
ARI	Unit	\$600.00	0	0	88	88
3%	Fee on Lab Costs		\$0	\$0	\$1,584	\$1,584
Subtotal Lab Costs			\$0	\$0	\$54,384	\$54,384
Other Direct Costs (ODCs)						
Item	Unit	Unit Cost				
In-line sediment trap	Each	\$2,000.00	0	0	25	25
Confined space tripod & winch	Day	\$75.00	0	0	21	21
Tools (Hilti power)	Day	\$25.00	0	0	5	5
3%	Fee on ODCs		\$0	\$0	\$1,551	\$1,551
Subtotal ODCs			\$0	\$0	\$53,251	\$53,251
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$40	\$107,957	\$107,997
Grand Subtotal			\$0	\$79,987	\$341,219	\$421,206
Grand Total						\$421,206

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.

CITY OF TUKWILA ENHANCED MAINTENANCE PLAN

On August 21, 2024, the City of Tukwila (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope addendum and cost estimate to add a task to the Enhanced Maintenance Plan (EMP) contract to be funded by an additional allocation from the Washington State Department of Ecology (Ecology) to support a polychlorinated biphenyl (PCB) evaluation within the City's stormwater drainage system. We propose to monitor PCBs using sediment traps to evaluate stormwater suspended particulate matter (SSPM), also commonly referred to as suspended sediment or stormwater solids. This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with the following tasks for this project:

- Task 2 – Study Planning
- Task 3 – PCB Study

The proposed task numbering starts with Task 2 since Task 1 is reserved for the City's Grant and Loan Administration task.

Task 2 – Study Planning

Subtask 2.1 – Quality Assurance Project Plan Development

The Quality Assurance Project Plan (QAPP) will guide all study design, sample collection, field and laboratory analyses, data analyses, quality assurance, and reporting activities. The QAPP will follow Ecology's "Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies." The QAPP will (1) describe in detail the monitoring and data quality objectives, procedures, and methodologies that will be used to ensure that all environmental data generated will meet the QAPP requirements; (2) describe in detail the sediment quality monitoring approach and laboratory protocols, including types of data and samples to be collected, sampling frequency, sampling procedures, analytical methods, quality control procedures, and data handling protocols; (3) describe data assessment procedures; (4) explain how the project will yield sufficient information to achieve the purpose and intent of monitoring, and (5) discuss data accuracy and statistical requirements.

To expedite the Ecology review process, the draft QAPP will not contain information on specific monitoring locations, but a placeholder appendix will be included in the draft QAPP for the monitoring location maps. These site selection process to identify monitoring locations will be concurrently with the QAPP review to ensure sufficient time for identifying monitoring sites and expedite the start of data collection for the 2024-2025 wet season.

SCOPE ADDENDUM

Subtask 2.2 – Site Selection

The City will provide Herrera with a list of up to 30 sites based on an initial land use evaluation. Herrera will visit and evaluate up to 30 sites in the field to evaluate feasibility for sediment trap installation. Following this field evaluation, Herrera will select a minimum of 15 locations for monitoring. After the site selection has been finalized, Herrera will update the placeholder QAPP appendix to include maps of each monitoring location and stormwater infrastructure and facilities located in the vicinity of each location. It is assumed that this QAPP appendix will not need to be approved by Ecology prior to equipment procurement and installation (Subtask 3.1) and starting the sediment monitoring (Subtask 3.2).

Subtask 2.3 – 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 subtask 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 subtask-specific meetings outlined in other subtasks.

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 analytical laboratories.

Assumptions

- The City will identify priority areas for monitoring based on a GIS evaluation of land use.
- The City will provide GIS shapefiles for the stormwater conveyance network, catch basins/maintenance holes, flow control/water quality treatment BMPs, and land use.
- The City will provide schedules and routes for street sweeping and line-cleaning.
- Herrera staff will conduct 2 to 3 days of field assessment to determine the final site selection.
- The City will provide a single set of comments on the draft QAPP and draft technical memorandum within 7 business days of its delivery.
- Ecology will provide a single set of comments on the revised draft QAPP and revised draft technical memorandum within 15 business days of its delivery.
- The QAPP will be approved by Ecology by November 15, 2024.

SCOPE ADDENDUM

- The procurement and fabrication of Hamlin sediment traps are assumed to cost up to \$2,000 each.
- Up to two 1-hour virtual working meetings are anticipated to be scheduled with City staff for this task. Official meeting notes will not be prepared for the City following these meetings, but comments will be addressed in the QAPP based on these discussions.
- The City will be responsible for submitting deliverables to Ecology for review according to grant timelines.
- 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.

Deliverables

- Draft QAPP (for City review) (Microsoft Word and PDF)
- Revised draft QAPP (for Ecology review) (PDF)
- Final QAPP (Microsoft Word and PDF)
- Monthly invoices and progress reports

Task 3 – PCB Study

Subtask 3.1 – Equipment Procurement and Installation

Herrera will procure a minimum of 15 in-line sediment traps (e.g., Hamlin traps), which may require custom fabrication. Sediment traps will be deployed at selected sites for approximately one (1) month and then the collected sediment will be gathered and delivered to the laboratory for analysis. The traps will be deployed and samples collected at the same monitoring locations monthly for 3 to 4 months during the wet season, expected to be December 2024 to March 2025.

Subtask 3.2 – Data Collection, Management, and Quality Assurance

Herrera will conduct sampling per the methods identified in the QAPP developed under Subtask 2.1. Herrera will collect monthly sediment samples from up to 20 locations for 3 to 4 months during the wet season. Sediment samples will be analyzed by an Ecology-accredited laboratory for low-level PCBs (using EPA 8082A), grain size, total organic carbon (TOC), and total solids. The grain size, TOC, and total solids data will be used to characterize the PCBs. Since PCBs bind to organic matter in sediment, TOC is recommended for normalization and characterization of the sediment.

Herrera will construct a database for managing the laboratory data. Herrera will complete quality control of submitted data per the QAPP. Herrera will use an established system of quality assurance/ quality

SCOPE ADDENDUM

control review to ensure high quality deliverables that comply with the requirements of this scope of work.

Subtask 3.3 – Data Analysis

As outlined in the QAPP, Herrera will analyze data to summarize in-line sediment quality at the monitored sites and evaluate where PCB hot spots are located. Herrera will also submit collected data to the EIM at the conclusion of the project.

Subtask 3.4 – Develop Maintenance Recommendations

Herrera will prepare a technical memorandum documenting the findings of the PCB evaluation. The technical memorandum will include analysis of sample results and recommendations for maintenance (e.g., line cleaning) or source control best management practices (BMPs) to address PCB hot spots that are identified.

Subtask 3.5 – 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 subtask 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 subtask-specific meetings outlined in other subtasks.

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 analytical laboratories.

Assumptions

- If necessary, the City will provide traffic control at sampling locations with potential traffic conflicts or safety concerns.
- A 10-percent contingency for equipment failure or loss is included in the budget.
- The analytical laboratory will provide results within 4 weeks of sample delivery.
- Up to two 1-hour virtual working meetings are anticipated to be scheduled with City staff for this task. Official meeting notes will not be prepared for the City following these meetings, but

SCOPE ADDENDUM

comments will be addressed in the QAPP and the technical memorandum based on these discussions.

- The City will be responsible for submitting deliverables to Ecology for review according to grant timelines.
- 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.

Deliverables

- Laboratory analysis reports (PDF)
- Data submittal to EIM
- Draft technical memorandum (for City review) (Microsoft Word and PDF)
- Revised draft technical memorandum (for Ecology review) (PDF)
- Responses to Ecology's comments on revised draft technical memorandum (Word or Excel)
- Final technical memorandum (Microsoft Word and PDF)
- Monthly progress reports and invoices (PDF)

SCOPE ADDENDUM

Project Schedule

Task	Deliverable/Meeting	Timeline ^a
Task 2 – Study Planning		
Subtask 2.1 – Quality Assurance Project Plan Development	Draft QAPP (for City review)	Nov. 15, 2024
	Virtual working meeting #1	Nov. 2024 (TBD)
	Revised draft QAPP (for Ecology review)	Nov. 22, 2024
	Final QAPP (with updated monitoring location appendix)	Dec. 13, 2024
Subtask 2.2 – Site Selection	Virtual working meeting #2	Nov. 2024 (TBD)
	Site selection	Nov. – Dec. 2024
Subtask 2.3 – Project Management	Monthly invoices and progress reports	Nov. – Dec. 2024
	Bi-weekly project management check-in meetings	Nov. – Dec. 2024
Task 3 – PCB Study		
Subtask 3.1 – Equipment Procurement and Installation	Equipment procurement	Oct. – Nov. 2024
	Equipment installation	Dec. 2024
Subtask 3.2 – Data Collection, Management, and Quality Assurance	Sediment data collection	Dec. 2024 – Mar. 2025
	Laboratory analysis report review	Jan. – May 2025
	Data submittal to EIM	May 2025
Subtask 3.3 – Data Analysis	PCB hot spot evaluation	Apr. – May 2025
	Virtual working meeting #3	May 2025 (TBD)
Subtask 3.4 – Develop Maintenance Recommendations	Draft technical memorandum (for City review)	May 16, 2025
	Virtual working meeting #4	May 2025 (TBD)
	Revised draft technical memorandum (for Ecology review)	June 6, 2025
	Final technical memorandum	June 27, 2025
Subtask 3.5 – Project Management	Monthly invoices and progress reports	Jan. – June 2025
	Bi-weekly project management check-in meetings	Jan. – June 2025

TBD: to be determined

^a The proposed project timeline assumes that the notice to proceed will be issued on November 5, 2024 or sooner.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
FROM: **Pete Mayer, Interim Public Works Director**
BY: **Shawn Christie, Fleet & Facilities Manager**
Garron Herdt, Fleet Superintendent
CC: **Mayor McLeod**
DATE: **October 14, 2024**
SUBJECT: **Resolution to Surplus City Equipment for 2024**

ISSUE

Approve Resolution authorizing the sale of surplus vehicles and equipment no longer needed by the City under the authority granted with RCW 35A.11.010.

ANALYSIS

The Fleet Department has identified 37 pieces of equipment that have outlived their service life, are no longer required, or have been replaced by the City. Most of these items still operate, but in some cases require extensive repairs, are no longer used, or too costly to overhaul.

FISCAL IMPACT

All pieces of equipment are fully depreciated and are currently valued at \$117,800. Selling the equipment at auction in an “as is” condition is now the most practical solution for disposal. Revenue generated from the surplus process is returned to the originating fund from the purchase.

RECOMMENDATION

Council is being asked to approve the Resolution declaring 37 pieces of equipment, estimated value at \$117,800, as surplus and authorize their sale, and to consider this item on the Consent Agenda of the November 4, 2024 Regular Council Meeting.

Attachments: Draft Resolution
Exhibit A Surplus Equipment List
Exhibit B Surplus Equipment Photos

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, DECLARING CERTAIN FLEET VEHICLES AND EQUIPMENT SURPLUS, AND AUTHORIZING THEIR SALE OR DISPOSAL.

WHEREAS, the City of Tukwila purchased 30 vehicles and 7 other pieces of equipment described and depicted in an inventory list with estimated salvage values and photographs on Exhibits A and B, respectively, which were utilized by various City departments; and

WHEREAS, the 37 vehicles and other pieces of equipment described and depicted on Exhibits A and B, have a combined estimated salvage value of \$117,800; and

WHEREAS, the vehicles and other pieces of equipment described and depicted on Exhibits A and B have outlived their usefulness and are no longer needed by the City of Tukwila's Fleet (Equipment Rental) Department or any other City Department; and

WHEREAS, the City of Tukwila has statutory authority to dispose of personal property under RCW 35A.11.010, provided such personal property is declared surplus to the City's needs;

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

Section 1. Declaration of Surplus. The 30 vehicles and 7 other pieces of equipment described and depicted on the attached Exhibits A and B are hereby declared surplus.

Section 2. Fleet Department authorized to sell. The Fleet Department, as part of the City's replacement program, is hereby authorized to sell the 30 vehicles and 7 other pieces of equipment described and depicted in the inventory list and photographs on Exhibits A and B, respectively, for the best available price, or properly dispose of those remaining items it is unable to sell in any commercially reasonable manner for the common benefit.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at
a Regular Meeting thereof this _____ day of _____, 2024.

ATTEST/AUTHENTICATED:

Andy Youn, CMC, City Clerk

Mohamed Abdi, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Resolution Number: _____

Office of the City Attorney

Exhibit A: 2024 Fleet Surplus List

Exhibit B: 2024 Fleet Surplus Equipment – Photographs

EXHIBIT A: 2024 SURPLUS EQUIPMENT LIST

COUNT	EQ#	DIV	O&M ACCT	Dept	Yr	Description	Color	Serial Number / Vehicle Identification Number	License	Meter	EST. SALVAGE VALUE
1	1219	ADMIN SERVICES	AS004012	AD	1999	CARGO VAN, FORD WINDSTAR	BLUE	2FTZA5444XBB21296	27057D	30,159	\$1,500
2	1220	SURF WATER	PW412380	SW	1999	1-TON DUMP TRUCK, CHEVY C30 CAB & CHASSIS	DK BLUE	1GBKC34J6XF060736	27089D	62,184	\$2,500
3	1225	PARKS MAINT	PR015800	PK	1998	1/4-TON PICKUP, FORD RANGER EXT CAB 4X2	TAN	1FTYR14UXWPA87465	25147D	94,183	\$1,000
4	1233	RECREATION	PR007200	RC	2000	VAN, 15-PASSENGER FORD ECONO CLUBWAGON	DK BLUE	1FBSS31L0YHB72270	31110D	61,637	\$3,500
5	1246	PARKS MAINT	PR015800	PK	2004	3/4-TON DUMP, CHEVY SILVERADO C2500	BLUE	1GBHC24U24E361021	38265D	73,253	\$4,500
6	1271	EQUIP RENTAL	PW501650	ER	2003	STEP VAN, GRUMMAN/WRKHORSE 14' WALK-IN	RED	5B4HP42R233370943	37697D	18,575	\$6,500
7	1275	BUILDING MAINTENANCE	PW013300	BM	2003	CARGO VAN, CHEVY EXPRESS	WHITE	1GCGG25V331170247	61421D	28,698	\$3,000
8	1291	WATER	PW401800	WA	2006	1-1/2 TON SERVICE TRUCK, FORD F450XL	WHITE	1FDXF46Y06EA60997	33259D	102,356	\$3,000
9	1301	STREET MAINT	PW016200	ST	2004	1-TON DUMP, CHEVY SILVERADO 3500	WHITE	1GBJC34U94E352811	37707D	49,744	\$4,000
E1	1412	STREET MAINT	PW016200	ST	1992	CRACK SEALER, CRAFCO EZ POUR 200 DIESEL MELTER	RED	S/N:1C9ED1226N1418231	15861D	N/A	\$1,300
10	1436	PD INVESTIGATIONS	PD010210	PD	2015	DETECTIVE SEDAN, FORD TAURUS P2D SE FWD	SILVER	1FAHP2D86FG162277	57962D	115,508	\$2,000
11	1744	PD SPEC OPS	PD010260	PD	2014	PATROL, FORD INTERCEPTOR	BLACK / WHITE	1FAHP2MT8EG101077	54993D	81,796	\$2,000
12	1748	PD SPEC OPS	PD010260	PD	2015	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8ARXFGA16102	56557D	80,003	\$3,500
13	1750	PD ADMIN	PD010100	PD	2015	ER ADMIN SEDAN, FORD INTERCEPTOR P2M AWD	BLACK	1FAHP2MK6FG184713	59665D	90,758	\$3,000
14	1752	PD PATROL	PD010220	PD	2016	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8ARXGGA29031	60012D	101,428	\$3,500
15	1753	PD PATROL	PD010220	PD	2016	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8AR3GGA29033	59655D	110,332	\$3,500
16	1755	PD PATROL	PD010220	PD	2017	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8AR8HGA94963	61489D	101,600	\$3,500
17	1761	PD PATROL	PD010220	PD	2017	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8AR2HGD93770	62528D	88,449	\$3,500
18	1764	PD PATROL	PD010220	PD	2017	PATROL, FORD POLICE INTERCEPTOR UTILITY SUV AWD	BLACK / WHITE	1FM5K8AR6HGD93769	62569D	101,168	\$3,500
19	2202	SEWER	PW402800	SE	2007	3/4-TON PICKUP, FORD SD F350 SUPERCAB	WHITE	1FTWX30537EA03426	43840D	110,124	\$3,000
20	2204	SURF WATER	PW412380	SW	2007	3/4-TON PICKUP, FORD F250 SUPERCAB	WHITE	1FTSX20507EA03425	43837D	66,531	\$3,000
21	2205	STREET MAINT	PW016200	ST	2008	3/4-TON PICKUP, FORD F250 4X2 EXT CAB	WHITE	1FTNX20588EE03201	46806D	68,531	\$5,000
22	2312	SURF WATER	PW412380	SW	2008	1-TON DUMP, FORD F350 SD CREW CAB & CHASSIS	WHITE	1FDWW36Y18EE22781	47790D	105,973	\$4,000
23	2900	SPLIT SE 50% / SW 50%	PW402800 PW412380	SE / SW	2013	VAN, CUES TV VAN FORD E450 CHASSIS	WHITE	1FDXE4FS9DDA24887	54288D	12,234	\$10,000
24	3101	PW ADMIN	PW013100	PW	2007	SEDAN, TOYOTA PRIUS HYBRID	WHITE	JTDKB20UX77088395	43883D	37,664	\$2,500

EXHIBIT A: 2024 SURPLUS EQUIPMENT LIST

COUNT	EQ#	DIV	O&M ACCT	Dept	Yr	Description	Color	Serial Number / Vehicle Identification Number	License	Meter	EST. SALVAGE VALUE
25	6200	PARKS MAINT	PR015800	PK	2012	3/4-TON PICKUP, FORD F250 RC	WHITE	1FTBF2A66CEC13662	54222D	45,270	\$3,000
26	6201	PARKS MAINT	PR015800	PK	2013	1/2-TON PICKUP, FORD F150 4X2	WHITE	1FTNF1CF1DKE99895	72185D	38,750	\$3,500
27	6612	GOLF MAINTENANCE	PR411680	GC	2011	JOHN DEERE PROGATOR 2010 W/ 200 GAL SPRAY TANK W/18' SPRAY BOOM	GREEN/YELLOW	1TC203ATLBT050085	N/A	2,476	\$10,000
28	6626	GOLF MAINTENANCE	PR411680	GC	2017	MOWER, FAIRWAY, TORO REELMASTER 5410-D CROSSTRAX 8 BLADE-REEL	RED	S/N: 03670-280000335	N/A	5,000	\$1,500
29	7201	DCD BLDG DIV	CD008501	CD	2008	1/4-TON PICKUP, CHEVY COLORADO CREW CAB 2WD	WHITE	1GCCS33E888217129	46807D	50,757	\$2,000
30	7202	EQUIP RENTAL	PW501650	PW	2009	SUV, HYBRID, FORD ESCAPE FWD HEV U49	WHITE	1FMCU49369KA89706	68866D	104,385	\$1,500
E2	9602	EQUIP RENTAL	PW501650	ER	2006	TOOL, PARTS WASHER, CUDA TOP-LOAD AQUEOUS	WHITE	S/N: C0106-62074	N/A	N/A	\$500
E3	910ER	EQUIP RENTAL	PW501650	ER	UNK	MOTORCYCLE LIFT TABLE 1	METAL	UNK	N/A	N/A	\$500
E4	910ER	EQUIP RENTAL	PW501650	ER	UNK	MOTORCYCLE LIFT TABLE 2	METAL	UNK	N/A	N/A	\$500
E5	920BM	BUILDING MAINTENANCE	PW013300	BM	UNK	ARMSTRONG HYDRONIC PUMP	RED	UNK	N/A	N/A	\$500
E6	920BM	BUILDING MAINTENANCE	PW013300	BM	UNK	BALDOR RELIANCE SUPER E MOTOR W/ PUMP	GOLD/RED	UNK	N/A	N/A	\$1,000
E7	970GC	GOLF MAINTENANCE	PR411680	GC	2018	MAPLE WOOD SLABS	BROWN	N/A	N/A	N/A	\$7,000
	37										\$117,800

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 1219, 1999 FORD WINSTAR CARGO VAN, License 27057D, VIN 2FTZA5444XBB21296. Estimated value: \$1,500



Unit 1233, 2000 FORD ECONO CLUBWAGON VAN, License 31110D, VIN 1FBSS31L0YHB72270. Estimated value: \$3,500



Unit 1220, 1999 CHEVY C30 1-TON DUMP, License 27089D, VIN 1GBKC34J6XF060736. Estimated value: \$2,500



Unit 1246, 2004 CHEVY SILVERADO C2500, License 38265D, VIN 1GBHC24U24E361021. Estimated value: \$4,500



Unit 1225, 1998 FORD RANGER EXT CAB, License 25147D, VIN 1FTYR14UXWPA87465. Estimated value: \$1,000



Unit 1271, 2003 GRUMMAN WORKHORSE 14' WALK-IN STEP VAN, License 37697D, VIN 5B4HP42R233370943. Estimated value: \$6,500

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 1275, 2003 CHEVY EXPRESS CARGO VAN, License 61421D, VIN 1GCGG25V331170247. Estimated Value: \$3,000



Unit 1412, 1992 CRAFCO EX POUR 200 DIESEL MELTER, License 15861D, S/N:1C9ED1226N1418231. Estimated value: \$ 1,300



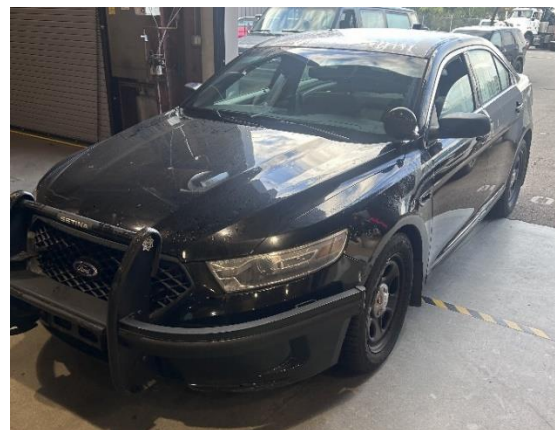
Unit 1291, 2006 FORD F450XL, License 33259D, VIN 1FDFX46Y06EA60997. Estimated value: \$ 3,000



Unit 1436, 2015 FORD TAURUS, License AUSS5538, VIN 1FAHP2D86FG162277. Estimated Value: \$2,000



Unit 1301, 2004 CHEVY SILVERADO 3500, License 37707D, VIN 1GBJC34U94E352811. Estimated value: \$ 4,000



Unit 1744, 2014 FORD INTERCEPTOR, License 54993D, VIN 1FAHP2MT8EG101077. Estimated value: \$2,000.

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 1748, 2015 FORD POLICE INTERCEPTOR UTILITY, License 56557D, VIN 1FM5K8ARXFGA16102. Estimated value: \$3,500



Unit 1753, 2016 FORD POLICE INTERCEPTOR UTILITY, License 59655D, VIN 1FM5K8AR3GGA290331. Estimated value: \$3,500



Unit 1750, 2015 FORD INTERCEPTOR, License 59665D, VIN 1FAHP2MK6FG184713. Estimated value: \$3,000



Unit 1755, 2017 FORD POLICE INTERCEPTOR UTILITY, License 61489D, VIN 1FM5K8AR8HGA94963. Estimated value: \$3,500



Unit 1752, 2016 FORD POLICE INTERCEPTOR UTILITY, License 60012D, VIN 1FM5K8ARXGGA29031. Estimated value: \$3,500



Unit 1761, 2017 FORD POLICE INTERCEPTOR UTILITY, License 62528D, VIN 1FM5K8AR2HGD93770. Estimated value: \$3,500

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 1764, 2017 FORD POLICE INTERCEPTOR UTILITY, License 62569D, VIN 1FM5K8AR6HGD93769. Estimated value: \$,500



Unit 2205, 2008 FORD F250 EXT CAB, License 46806D, VIN 1FTNX20588EE03201. Estimated value: \$5,000



Unit 2202, 2007 FORD SD F350 SUPERCAB, License 43840D, VIN 1FTWX30537EA03426. Estimated value: \$3,000



Unit 2312, 2008 1-TON DUMP FORD F350 SD CREW CAB, License 47790D, VIN 1FDWW36Y18EE22781. Estimated value: \$4,000



Unit 2204, 2007 FORD F250 SUPERCAB, License 43837D, VIN 1FTSX20507EA03425. Estimated value: \$3,000



Unit 2900, 2013 CUES TV VAN FORD E450 CHASSIS, License 54288D, VIN 1FDXE4FS9DDA24887. Estimated value: \$10,000

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 3101, 2007 TOYOTA PRIUS HYBRID, License 43883D, VIN JTDKB20UX77088395. Estimated value: \$2,500



Unit 6612, 2011 PROGATOR 2010 WITH 200 GAL SPRAY TANK & 18' SPRAY BOOM, VIN 1TC203ATLBT050085, Estimated value: \$10,000



Unit 6200, 2012 FORD F250, License 54222D, VIN 1FTBF2A66CEC13662. Estimated value: \$3,000



Unit 6626, 2017 TORO REELMASTER 5410-D CROSSTRAX 8 BLADE-REEL, S/N: 03670-280000335. Estimated value: \$1.500



Unit 6201, 2013 FORD F150, License 72185D, VIN 1FTNF1CF1DKE99895. Estimated value: \$ 3,500



Unit 7201, 2008 CHEVROLET COLORADO CREW CAB, License 46807D, VIN 1GCCS33E888217129. Estimated Value: \$2,000 – MECHANICAL ISSUES.

EXHIBIT B: 2024 Surplus Equipment Photos



Unit 7202, 2009 FORD ESCAPE HYBRID, License 68866D, VIN 1FMCU49369KA89706. Estimated value: \$1,500



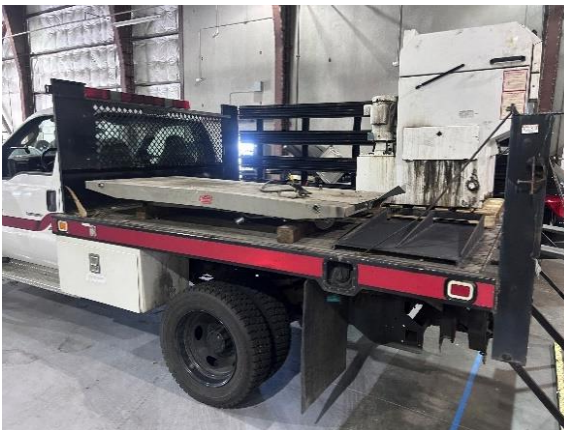
UNIT 920BM, ARMSTRONG HYDRONIC PUMP. Estimated Value \$500



Unit 9602, 2006 PARTS WASHER, CUDA TOP-LOAD AQUEOUS, S/N: C0106-62074. Estimated value: \$500



UNIT 920BM, BALDOR RELIANCE SUPER E MOTORY W/ PUMP. Estimated value \$1,000



Unit 910ER, MOTORCYCLE LIFT, QTY 2. Estimated value: \$500 EACH.

*** NO PHOTO AVAILABLE ***

Surplus Maple wood slabs approved for surplus at the 07/15/2024 Regular Meeting consent agenda item d. Estimated value: \$7,000