



# City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Jovita McConnell, Chair
- ❖ Mohamed Abdi
- ❖ Hannah Hedrick

<b>Distribution:</b> J. McConnell 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, JANUARY 27, 2025 – 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) S. 131 <sup>st</sup> St Drainage Improvements - Department of Ecology Streamflow Restoration Grant Award (Catrien de Boer)	a) Forward to the 02/03/2025 Regular Consent Agenda	Pg. 1
b) S. 124 <sup>th</sup> St and 50th PI Reconfiguration Transportation Improvement Board Urban Arterial Program (Catrien de Boer)	b) Forward to the 02/03/2025 Regular Consent Agenda	Pg. 5
c) Duwamish Hill Preserve Phase 3 & S. 104 <sup>th</sup> St Shoreline Restoration Project - Design Contract with Anchor QEA (Mike Perfetti)	c) Forward to the 02/03/2025 Regular Consent Agenda	Pg. 9
d) Tukwila Urban Center Conveyance Inspections Design Contract (Adib Altallal)	d) Forward to the 02/03/2025 Regular Consent Agenda	Pg. 47
e) Southcenter Boulevard/65th Ave S Signal Project Right-of-Way Acquisition (Cyndy Knighton)	e) Discussion only	Pg. 61

**Next Scheduled Meeting: February 24, 2025**





## **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: January 24, 2025**  
**SUBJECT: Surface Water Fund – S 131<sup>st</sup> St Drainage Improvements**  
**Project No. 91641204**  
**Department of Ecology Streamflow Restoration Grant Award**

### **ISSUE**

Accept a Washington State Department of Ecology (DOE) Streamflow Restoration grant for the S 131<sup>st</sup> St Drainage Improvements project in the amount of \$1,729,600.

### **BACKGROUND**

The S 131st Drainage Improvement Project goal is to address flooding of roadway and adjacent private properties along Southgate Creek, and to address issues that contribute to flooding, water quality, barriers to fish migration and habitat degradation. The original contract’s preliminary design and hydraulic modeling indicated a broader approach would be necessary to resolve flooding.

### **DISCUSSION**

In February 2024, City staff applied to the DOE Streamflow Restoration grant to fund design, permitting, and acquisition expenses related to Phase II of the S 131st St Drainage Improvements project. Phase II work will refine the 30% conceptual designs under Phase I and expand the site footprint to determine useable/developable areas at adjacent parcels. While details will be determined through the design process, the project goals are to enhance instream and stream buffer habitat, reduce flooding, reduce routine maintenance, eliminate the need for dredging, reduce the amount of water bypassed through the underground system, and increase water quality treatment. Grant funding will be used to complete design, prepare bid documents, develop permit applications and construction documents.

In October 2024, the City was notified that we received the full grant award. The City is currently completing preliminary design for the S 131st St Drainage Improvements Project and this funding will be used to support the next phase.

### **FISCAL IMPACT**

The City was awarded a \$1,729,600 grant from the DOE for the S 131st Drainage Improvements project. There is no local city match.

### **Project Budget**

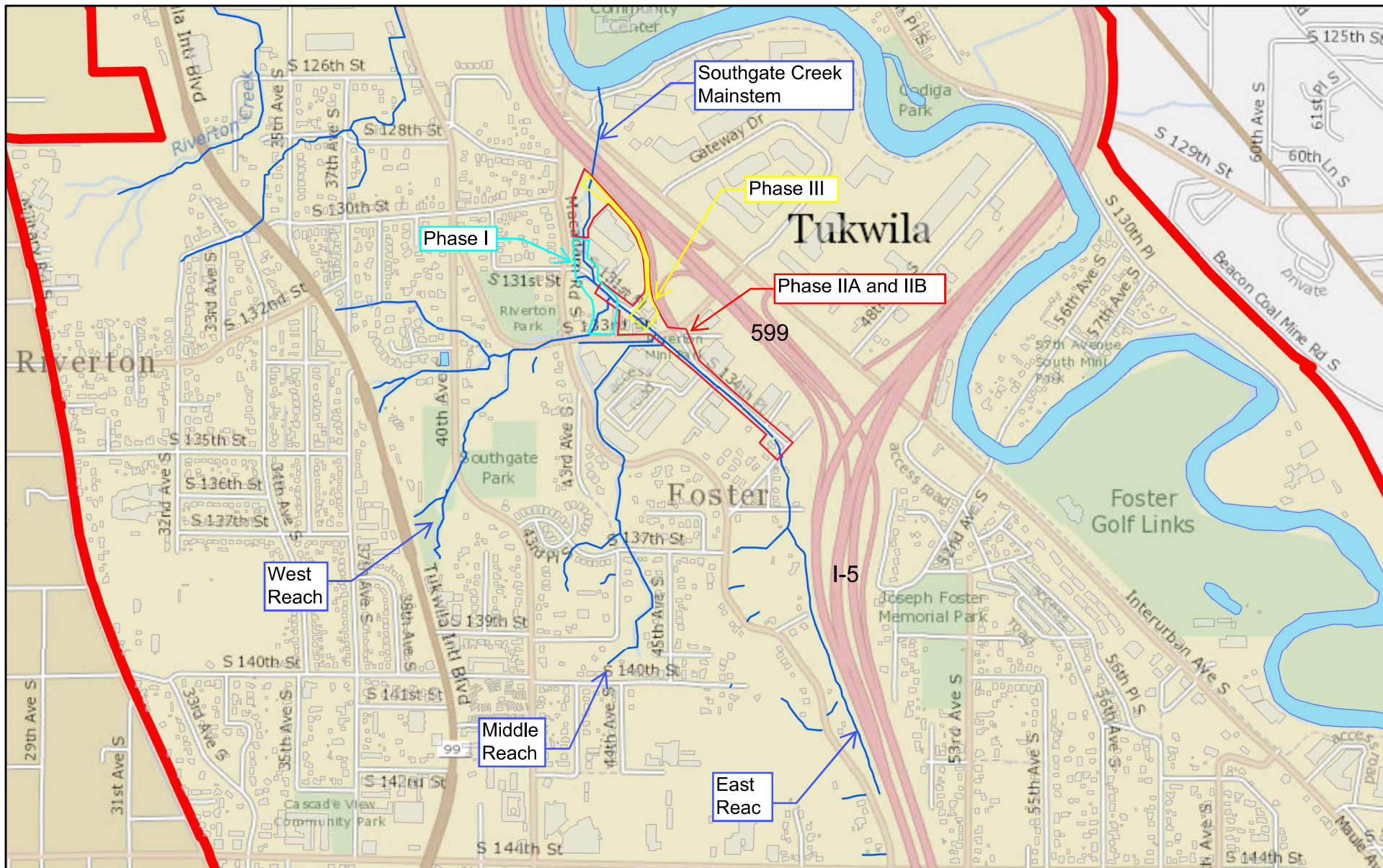
DOE Grant Award	\$1,729,600.00
<b>Total</b>	<b>\$1,729,600.00</b>

**RECOMMENDATION**

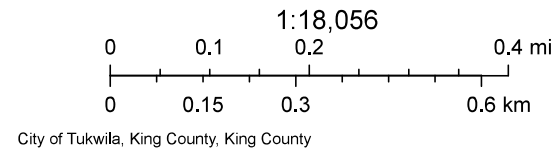
Council is being asked to accept a DOE Streamflow Restoration Grant Award, pending legal review, in the amount of \$1,729,600 and consider this item on the Consent Agenda at the February 3, 2025 Regular Council Meeting.

Attachments: Vicinity Map  
2025-2030 CIP Page

Figure 1. Southgate Creek Basin - Reaches and Phase I, II & III Locations



- Buildings
- Duwamish River
- City Limits
- Streams



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

**PROJECT:** **S 131st Pl Drainage Improvements** **Project #** 91641204

**Project Manager** Joshua Hopkins **Department** Surface Water

**DESCRIPTION:** Developing alternate horizontal alignment for Southgate Creek in conjunction with replacing a fish barrier culvert. Scope expanded in 2024 to increase hydraulic analysis limits to address persistent flooding not addressed with the preliminary hydraulic design.

**JUSTIFICATION:** Southgate Creek overtops its bank several times per year during storm events and runs through private property. Debris is deposited within a private driveway and storm system.

**STATUS:** HPA permitted dredging is performed annually on the creek to remove excess sedimentation to reduce the likelihood of flooding.

**MAINTENANCE IMPACT:** Project will include 1-year contract maintenance and typically 2-to-4 years of plant establishment. Project improvements will be turned over to surface water division for routine maintenance.

**COMMENT:** Project applied for Department of Ecology design development funding and Conservation Futures property acquisition grant to support the expanded hydraulic analysis. Assumes estimated 2028 construction.

<b>FINANCIAL (in thousands)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Beyond</b>	<b>TOTAL</b>
<b>Project Costs</b>								
Project Mgmt (Staff Time/Cost)	\$ 25	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 75
Planning	\$ 780	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,380
Land (R/W)	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Construction Mgmt.	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ 400
Construction	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
<b>Total Project Costs</b>	<b>\$ 1,805</b>	<b>\$ 1,625</b>	<b>\$ -</b>	<b>\$ 2,425</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,855</b>
<b>Project Funding</b>								
Awarded Grant	\$ 706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 706
Proposed Grant	\$ 1,105	\$ 1,625	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ 4,330
Utility Revenues	\$ 205	\$ -	\$ -	\$ 825	\$ -	\$ -	\$ -	\$ 1,030
<b>Total Project Funding</b>	<b>\$ 2,016</b>	<b>\$ 1,625</b>	<b>\$ -</b>	<b>\$ 2,425</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,066</b>



## **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: **January 24, 2025**  
 SUBJECT: **Arterial Streets Fund – S 124<sup>th</sup> St and 50<sup>th</sup> PI Reconfiguration**  
**Project No. 92510402**  
**Transportation Improvement Board Urban Arterial Program**

### **ISSUE**

Accept a Transportation Improvement Board (TIB) Urban Arterial Program (UAP) grant for the design and construction of S 124<sup>th</sup> and 50<sup>th</sup> PI reconfiguration in the amount of \$900,404.

### **BACKGROUND**

In 2022, a traffic calming study identified intersection improvements to control speeds, improve safety, and address pedestrian access throughout the Allentown neighborhood. This intersection was prioritized to mitigate traffic concerns in the neighborhood. The intersection is a 3-way controlled stop except for the east-bound right turn slip lane from S 124<sup>th</sup> St onto 50<sup>th</sup> PI. The speed limit is 25 mph with known speeding on both roads.

### **DISCUSSION**

In August 2024, City staff applied to the TIB UAP to fund design, construction management, and construction expenses related to the S 124<sup>th</sup> St and 50<sup>th</sup> PI. road reconfiguration. In November 2024, the City was notified that we received the full grant award. The identified solutions include removing the east-bound right turn slip lane, requiring all vehicles to come to a complete stop, adding a highly visible marked pedestrian crossing, and constructing protected pedestrian walkways. The specific site elements will be further explored during the design process. The City currently has a conceptual design (Exhibit A) and this funding will be used to support project implementation.

### **FISCAL IMPACT**

The City was awarded a \$900,404 grant from the TIB. There is a 21.8% local city match which is budgeted in the recently adopted CIP, using 104 (Arterial Streets) Funds.

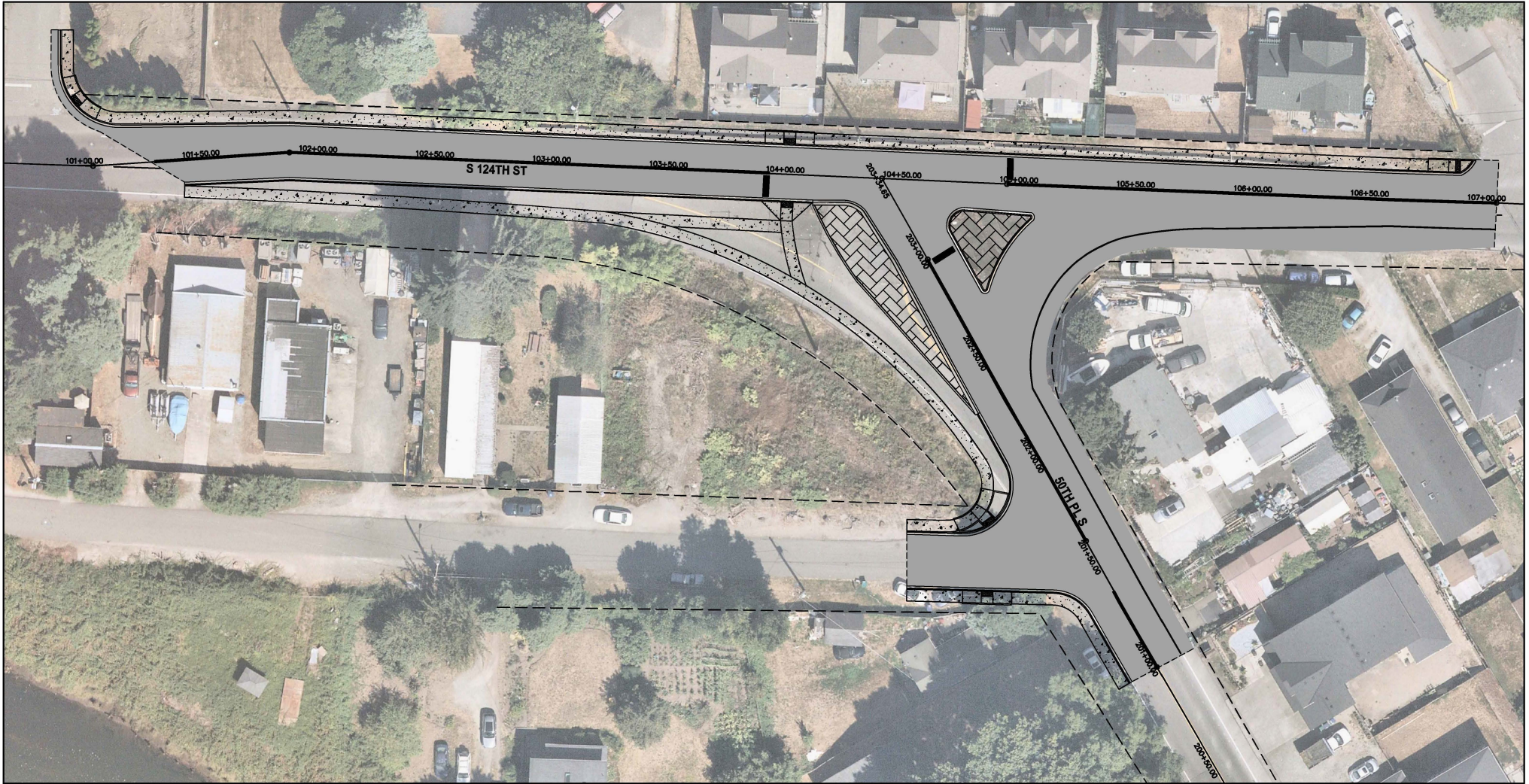
	<b><u>Project Budget</u></b>	<b><u>Match Source</u></b>
TIB Funds	\$900,404	
Local Funds	\$251,083	2025-2027 CIP Budgeted 104 Funds
<b>Total</b>	<b>\$1,151,487</b>	

### **RECOMMENDATION**

Council is being asked to accept a Transportation Improvement Board grant in the amount of \$900,404 and consider this item on the Consent Agenda at the February 3, 2025 Regular Council Meeting.

Attachments: 2025-2030 CIP  
Conceptual Design

EXHIBIT A



S 124TH ST / 50TH PL S INTERSECTION IMPROVEMENTS  
SIDEWALK, OVERLAY, CHANNELIZATION IMPROVEMENTS

8/8/2024





# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

## 2025 to 2030

**PROJECT:** **S 124th St/50th Pl S Reconfiguration** **Project #** 92510402

**Project Manager** Cyndy Knighton **Department** Arterial Streets

**DESCRIPTION:** Reconfigure intersection to remove EB slip lane, new c/g/s on S 124th from 49th to 51st, new paved shoulder walkway on south side of 124th connecting to existing walkway on west side of 50th Pl, new stormwater treatment/rain garden in old slip lane ROW. Project can be done in phases, with phase 1 including just the intersection reconfiguration and phase 2 including the sidewalk on S 124th but cost would be greater.

**JUSTIFICATION:** Removing the free-flow right turn movement will improve safety at the S 125th St/50th Pl S intersection and generally on S 124th St and 50th Pl S. Narrowing pedestrian crossing distance at the intersection and improving pedestrian facilities will improve safety and livability for the neighborhood. Identified in the Allentown Neighborhood Transportation Study in 2022.

**STATUS:** New project for 2025

**MAINTENANCE IMPACT:** Minor impacts to Streets for additional sidewalk. Increases to Surface Water with maintenance of storm water treatment facilities.

**COMMENT:** If project is done in phases, the stand-alone sidewalk project could be double the cost of including them in a single project. Approximate estimate in 2024 dollars is \$600k for construction and design and construction management costs approaching \$250k. Phasing the project may be necessary due to funding constraints.

<b>FINANCIAL (in thousands)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Beyond</b>	<b>TOTAL</b>
<b>Project Costs</b>								
Project Mgmt (Staff Time/Cost)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Mgmt.	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300
Construction	\$ -	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Contingency	\$ -	\$ -	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ 180
<b>Total Project Costs</b>	<b>\$ -</b>	<b>\$ 275</b>	<b>\$ 1,830</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,105</b>
<b>Project Funding</b>								
Awarded Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance	\$ -	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275
<b>Total Project Funding</b>	<b>\$ -</b>	<b>\$ 275</b>	<b>\$ 1,830</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,105</b>





# INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Pete Mayer, Interim Public Works Director/Deputy City Administrator**  
 BY: **Mike Perfetti, Surface Water Sr. Program Manager**  
 CC: **Mayor Thomas McCleod**  
 DATE: **January 24, 2025**  
 SUBJECT: **Surface Water Fund – Duwamish Hill Preserve Phase 3 & S. 104<sup>th</sup> St Shoreline Restoration Project**  
**Project Numbers 92241203 and 92541203**  
**Design Contract with Anchor QEA**

## ISSUE

Approve a professional services contract with Anchor QEA for design services for both the Duwamish Hill Preserve Phase 3 and S. 104<sup>th</sup> St Shoreline Restoration Project CIPs.

## BACKGROUND

The Duwamish Hill Preserve Phase 3 project builds on a long-standing park masterplan and WRIA 9 Habitat Plan project to create off-channel habitat and expand the park visitor experience. The park master plan calls for moving a portion of S. 115<sup>th</sup> St landward to improve shallow water habitat, water quality and enjoyment of the shoreline. This scope of services includes site investigation, community outreach, conceptual design alternatives and an implementation roadmap.

S. 104<sup>th</sup> St Shoreline Restoration Project is also a WRIA 9 Habitat Plan and long-standing CIP project aimed at improving the oversteepened and armored shoreline, developing solutions to create a sustainable shoreline that can erasional risk to uplands and provide ecological value. The project will explore the idea of modifying, abandoning and/or vacationing S. 104<sup>th</sup> Street. Note that staff are discussing partnership opportunities with King County’s Mitigation Reserves Program, who are actively seeking mitigation sites. As such, there is potential for scope reduction or modification beyond task 1.1.

## DISCUSSION

Staff solicited proposals, held interviews and selected Anchor QEA to provide design services for both the Duwamish Hill Preserve Phase 3 and S 104<sup>th</sup> St Shoreline Restoration Project since the sites are in proximity to one another and present many of the same considerations including a restoration goals, adjacency of local roads within the project area, steep slopes, hydrologic issues, and both are at the project initiation phase.

## FISCAL IMPACT

	<u>Contract Amount</u>	<u>Duwamish Hill CIP Budget</u>	<u>S 104<sup>th</sup> Shoreline CIP Budget</u>
DHP3 (Task 2)	\$229,795.00	\$ 230,000.00	-
S 104 <sup>th</sup> St Contract (Tasks 1, 3)	<u>\$223,407.00</u>	-	\$272,000.00
Total	\$453,201.00		

The contract amounts are within the CIP project budgets, sourced from the Surface Water Enterprise (412) Fund. Staff intend on submitting a grant application this year to fund design services for Duwamish Hill Preserve Phase 3 and will continue to seek funding and/or partnerships for both projects over time.

## RECOMMENDATION

The Council is being asked to approve a contract for \$453,201.00 with Anchor QEA and forward to consent agenda at the February 3, 2025 regular council meeting.

Attachments: Consultant Services Contract between the City of Tukwila and Anchor QEA



**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 **Anchor QEA**, 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 **Professional design** services in connection with the projects titled **Duwamish Hill Preserve Phase 3 and S. 104<sup>th</sup> St Shoreline Restoration Project.**
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 **\$453,201.00** 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 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. Consultant reserves the right to terminate this Agreement, upon the City's material breach, if: (1) Contractor has provided written notice to City of the material breach with a reasonable time to cure and (2) City's failure to so cure.
  - 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:

\_\_\_\_\_ Anchor QEA \_\_\_\_\_  
\_\_\_\_\_ 1201 3<sup>rd</sup> Avenue, Suite 2600 \_\_\_\_\_  
\_\_\_\_\_ Seattle, WA 98101 \_\_\_\_\_
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\_\_\_\_\_.

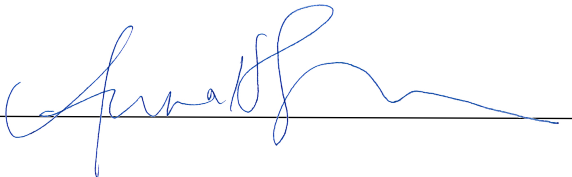
**\*\* City signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

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

CITY OF TUKWILA

CONSULTANT:

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

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

Printed Name: Anna Spooner

ATTEST/AUTHENTICATED:

Title: Shareholder

\_\_\_\_\_  
Andy Youn, City Clerk

APPROVED AS TO FORM:

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

# Exhibit A

## Consultant Scope

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# Scope of Work

January 17, 2025

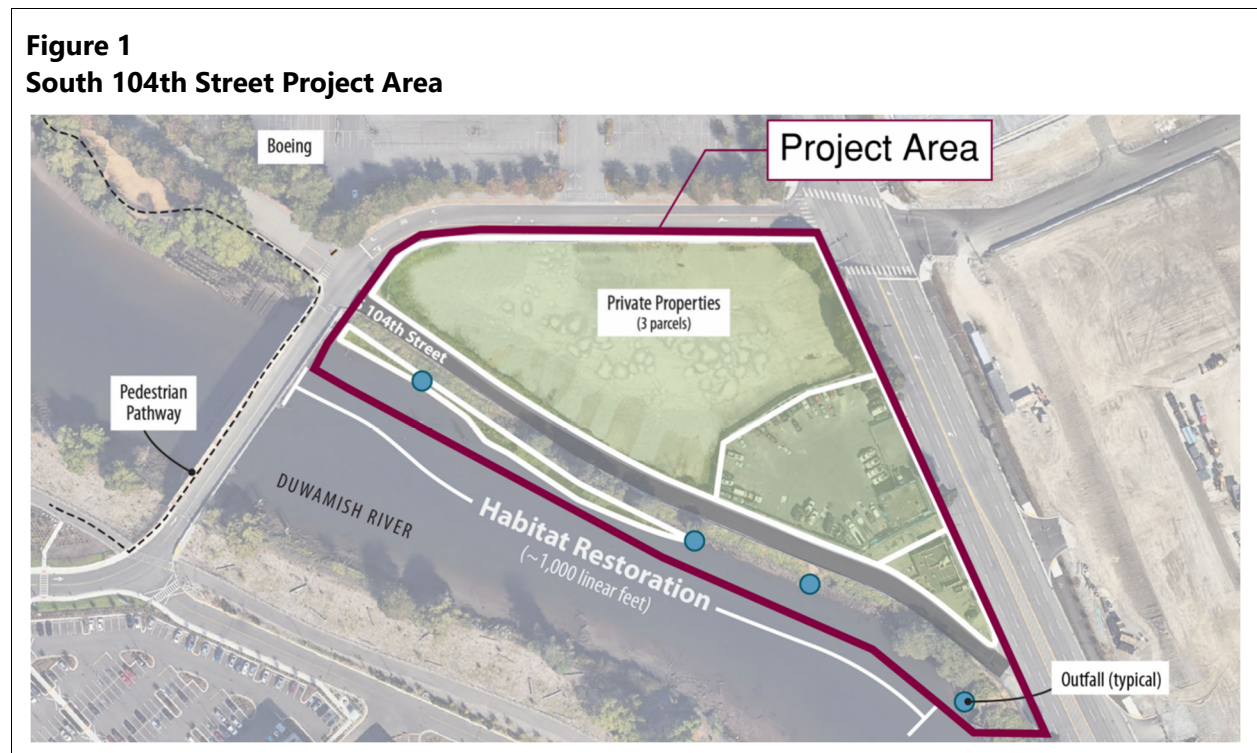
## South 104th Street Shoreline Restoration and Duwamish Hill Preserve Phase 3 City of Tukwila

### 1. Project Understanding

The City of Tukwila (City) seeks to identify opportunities to improve salmonid and wildlife habitat corridors along the Duwamish River while also considering urban infrastructure and use including roadways, utilities, property acquisition, and public use. The City has identified two project sites along the Duwamish River: South 104th Street and Duwamish Hill Preserve.

#### South 104th Street

The South 104th Street project site includes 1,000 linear feet with significantly degraded and constrained habitat. The shoreline is characterized by an oversteepened riprap slope with invasive Himalayan blackberry.



The 2021 Water Resource Inventory Area (WRIA) 9 report identifies five key habitats that could be restored along the 1,000 linear feet of shoreline: backwater, Duwamish marsh, Duwamish mudflat,

edge, and riparian. The brackish condition of the site provides an opportunity for diverse vegetation communities along the tidally influenced shoreline. The South 104th Street site includes the South 104th street roadway, four stormwater outfalls, and multiple utilities including overhead lines.

The South 104th Street project site falls within privately owned property and City right of way and includes a revetment on King County's inventory. Boeing owns the parcels north of the project footprint, where a public pedestrian pathway follows the shoreline and then crosses the Boeing-owned South 102nd Street bridge to a public shoreline access trail that connects to the Port of Seattle's Salmon Cove Park and the regional Green River Trail.

Three parcels in the project area are privately owned. The northernmost parcel extends waterward of the South 104th Street right of way and offers considerable area for habitat creation and restoration. The property is vacant and posted for lease. City staff have been in touch with the leasing agent and King County's In-lieu Fee Mitigation Program manager who, at the time of this writing, has or will be reaching out to the listed property owner of this and the adjacent property to express an interest in purchasing the property and restoring habitat to include in its mitigation bank portfolio. The outcome of this potential purchase scenario will affect the SOW.

### **Duwamish Hill Preserve**

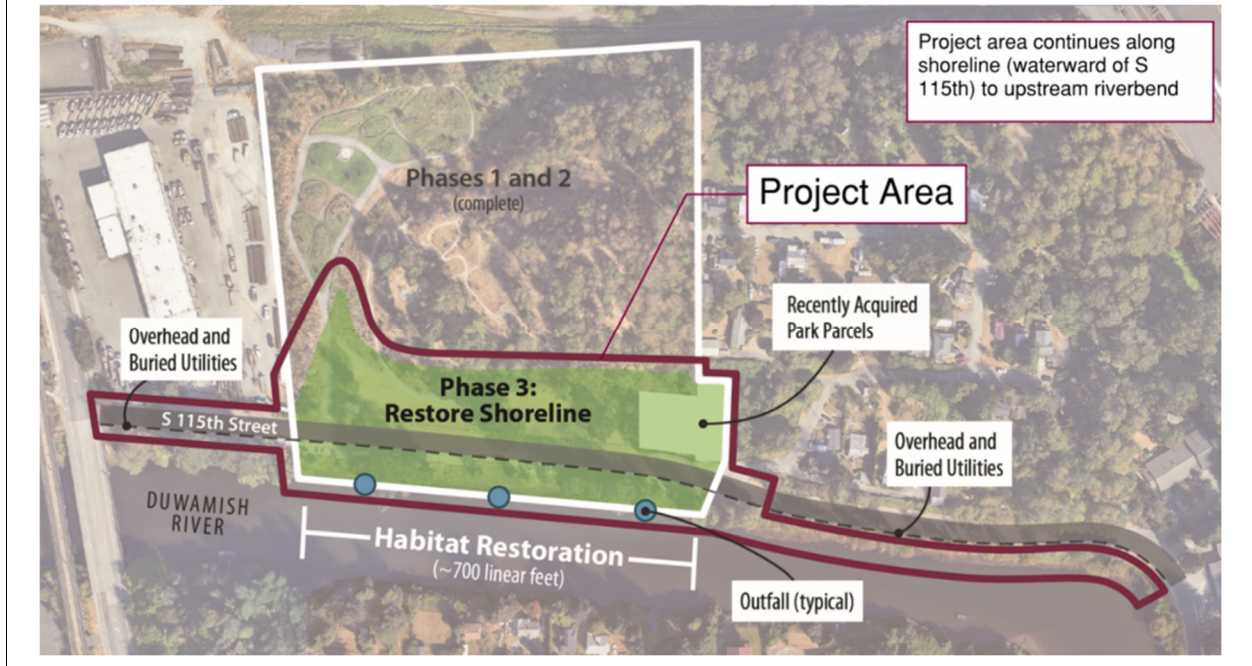
Located on an ancient glacial deposit perched above the Duwamish River, the Duwamish Hill Preserve has been a significant place to Puget Sound Salish Tribes for generations. The hill provides views up and down the Duwamish River and, of particular cultural importance, of the North Wind Weir located just upstream.

Forterra acquired the 10.5-acre property in 2004, transferring the property to the City, who led the 2007 master planning effort to create the Duwamish Hill Preserve as described on Forterra's current website (Figure 2). Soon afterward, Phases 1 and 2 were completed with significant support by community volunteers. The open space preserve has a trail system, Cultural Garden, and outdoor classroom alongside interpretive opportunities and restored habitats.

The 2007 master plan identified Phase 3, which is focused on restoring the Duwamish River shoreline. The existing shoreline is a narrow corridor with limited riparian habitat. South 115th Street is set back approximately 50 feet from the river's edge, providing some space for restoration. Realigning the street, as shown in the 2007 master plan, which will be considered, would expand restoration potential for side channel, marsh, and mudflat habitat. Modifications to the roadway would involve existing utilities including electrical poles and conduit, stormwater closed pipes, catch basins, and culverts. The project area includes the Phase 3 area as well as the right riverbank upstream of the Duwamish Hill Preserve that runs along South 115th Street, where a landslide event occurred in January 2022 and the western extent of South 115<sup>th</sup> street to the East Marginal Way intersection.

In addition, the City recently acquired two easterly parcels, which offer new space for restoration near the shoreline, with potential for invasive vegetation removal and new native riparian communities. In response to complaints about dumping and other nefarious use of the road shoulder, the City (led by the Department of Parks and Recreation) is installing a temporary berm that will limit the amount of available parking and prohibit unobstructed vehicular access to the immediate shoreline.

**Figure 2**  
**Duwamish Hill Preserve Project Area**



## Proposed Work Approach

To approach the feasibility of the unique restoration opportunities at both project sites, Anchor QEA has developed the following Scope of Work (SOW). The SOW tasks are organized by project site: Task 1 for South 104th Street and Task 2 for Duwamish Hill Preserve. Under each task, we include the following subtasks:

- Project Management
- Site Investigation
- Engagement and Outreach
- Basis of Design
- Conceptual Design Alternatives
- Implementation Roadmap

Ultimately, the SOW will provide the City with two feasibility studies that identify alternative strategies for each project site and inform the next phases of work.

The SOW also includes an optional Task 3 to conduct a Phase 1 Environmental Site Assessment (ESA) for the South 104th Street parcels, if the City is acquiring the property or properties.

Within the SOW, we have included three subconsultants to support the effort: KPG Psomas for upland survey, Woolpert for bathymetry survey, and Heffron Engineering (Heffron) for transportation planning and analysis. The KPG Psomas and Woolpert proposals are included as Attachment 1.

## **2. Scope of Services and Deliverables**

### **Task 1: South 104th Street Shoreline Restoration**

#### **Subtask 1.1: Pre-Project Support**

Anchor QEA will support the City in discussions with King County (County) on potential County acquisition of the private property within the project area and adjacent to South 104<sup>th</sup> Street. This task includes up to three 1-hour meetings with the City and County to discuss property acquisition and strategy. One meeting is assumed to be on-site, and two meetings are assumed to be virtual with up to two Anchor QEA staff in attendance at each meeting. Anchor QEA will provide input on meeting agendas provided by others and will provide meeting notes for each meeting attended.

This task also includes up to 8 hours of staff effort to support the City in strategy development and discussions on additional topics including restoration and public access considerations.

#### **Subtask 1.2: Project Management**

This subtask includes overall management of the scope, schedule, and budget and team coordination and communication. Anchor QEA will develop and maintain a schedule for the duration of the project. This subtask also includes regular coordination meetings with the City. These coordination meetings will be virtual, 1-hour, biweekly meetings between the City project manager (Mike Perfetti), other City representatives as needed, and consultant team project manager (Anna Spooner). Up to one additional Anchor QEA team member will also attend. Biweekly meetings will focus on the Task 1 South 104th Street project and the Task 2 Duwamish Hill Preserve project. For the purposes of scoping, our fee assumes that project management will extend over a 12-month period. Half of the biweekly meetings are included in Subtask 1.2 and half of the biweekly meetings are included in Subtask 2.1.

This task also includes City meetings at key project milestones. Meetings will occur at the following steps in the project:

- Project kickoff meeting (2 hours, in person at City offices, with three core consultant team staff)
- Project milestone meetings (1 hour, virtual, with three core consultant team staff)
  - One meeting during Subtask 1.5

- Two meetings during Subtask 1.6

Meeting agendas and notes will be prepared for the project kickoff and City milestone meetings. Meeting notes will be provided in a summary format that focuses on documenting key decisions and City comments.

This task also includes setting up and managing a SharePoint site for document sharing between Anchor QEA and the City during the project duration. The site will be used for both South 104th Street and Duwamish Hill Preserve.

### *Deliverables*

- Meeting agendas for project kickoff and City milestone meetings (PDF file)
- Meeting notes for project kickoff and City milestone meetings provided as summary emails
- Budget status provided in monthly invoices by task (PDF file)
- Project schedule developed in Microsoft Project (PDF file)

### **Subtask 1.3: Site Investigation**

*Tasks 1.3 through 1.7, will be informed by the outcomes of Tasks 1.1 and will require prior written authorization by City prior to any work on these tasks.*

#### *Survey*

Anchor QEA's subconsultant, KPG Psomas, will complete a topographic survey for upland project areas as shown in Figure 1 (see Attachment 1 for subconsultant proposal). The survey will include ground features, such as extent of pavement, curbs, fences, trees, ditch features, and aboveground utilities. The survey will include a utility locate to mark and survey underground utility locations. The survey will include establishing the lot lines using publicly available GIS data and surveying the right of way and lot lines.

Anchor QEA's subconsultant, Woolpert, will complete a bathymetric survey along the project area's shoreline (see Attachment 1 for subconsultant proposal).

Anchor QEA will develop a single basemap incorporating the upland and bathymetric survey files.

#### *Background Information Review*

This task will involve a review of existing documents provided by the City and available publicly. This will include the review of existing documents and information or data evaluation for multiple technical disciplines:

- Geotechnical (from recent projects such as Chinook Wind and Duwamish Gardens)
- Hydrologic and hydraulic (available modeling documentation from Lower Duwamish Waterway projects)

- Utilities
- Cultural resources
- Biological
- Planning, including but not limited to:
  - City Surface Water Comprehensive Plan
  - City Stormwater Management Program and King County Surface Water Design Manual
  - Applicable Sections of the Tukwila Municipal Code
  - WRIA 9 Salmon Habitat Plan
- Regulatory compliance (local, state, federal)

### *Transportation Assessment*

Heffron will evaluate the opportunities to fully or partially vacate or abandon South 104th Street as part of the project, and whether those options would require roadway mitigation measures. The assessment would include the following tasks:

- **Assess daily traffic patterns on South 104th Street.** Commission 7-day traffic counts (by a contracted vendor) on South 104th Street, and compile counts to assess current use by time of day and day of week.
- **Assess peak hour traffic operations at near-site intersections.** Commission peak period (AM and PM) traffic counts at up to three intersections that could be affected by the South 104th Street closure: East Marginal Way/South 102nd Street, East Marginal Way/South 104th Street, and South 104th Street/South 102nd Street. Evaluate current intersection operations.
- **Evaluate traffic effect of design options.** Evaluate how full or partial closure of the street would affect local access to properties (that may remain with the project) and at nearby intersections. Trips that currently use South 104th Street would be reassigned to likely diversion routes, and the effect on intersection and site access operations will be assessed. All traffic operations analyses will be performed using Synchro 11 (or newer) software. A No Action condition and up to three project options will be evaluated.
- **Evaluate non-motorized transportation.** Evaluate how pedestrian and bicycle traffic that may now use South 104th Street would be accommodated with up to three project alternatives.
- **Determine mitigation.** Develop potential improvements that could be made for each alternative to mitigate any adverse impacts.
- **Document results in a technical memorandum.** Draft findings will be reviewed with the project team to inform the project design criteria. The budget assumes up to two rounds of review before a final version of the technical memorandum is completed.



### *Partnership Research*

Anchor QEA will evaluate potential partnership options to support project financing and/or project implementation. Partnerships may include King County, public entities (i.e., Port of Seattle), non-governmental organizations, financial partners/investors, and parties in need of a mitigation project to offset development impacts or from natural resource injuries associated with contamination within the Lower Duwamish Waterway Superfund site. Potential opportunities for partnering will be presented to the City during a project milestone meeting.

### *Deliverables*

- Survey and basemap (PDF format)
- Site Investigation Summary Memorandum (PDF format)
- Preliminary Draft Transportation Assessment (PDF format)
- Updated Draft Transportation Assessment (PDF format)
- Final Transportation Assessment (PDF format)

## **Subtask 1.4: Engagement and Outreach**

### *Engagement and Outreach Plan*

Anchor QEA will collaborate with the City to develop engagement and communication strategies that will inform planning-level engagement and outreach. The plan will identify key stakeholders who could include:

- City departments
- King County
- Port of Seattle
- Current property owners
- Neighboring property owners: Boeing

The plan will include a strategy and schedule for engaging with stakeholders, Tribes, and agencies.

### *Stakeholder Engagement*

The SOW includes two stakeholder engagement meetings. Each meeting will be virtual and last 1 hour. Up to three Anchor QEA team members will join. The SOW includes meeting preparation and meeting notes for each meeting.

### *Tribal Engagement Support*

The SOW assumes the City will lead Tribal engagement. The SOW includes up to 8 hours of staff time to support the City.

### *Early Agency Outreach*

The SOW includes one on-site or virtual meeting with agency staff (including U.S. Fish and Wildlife Services). This meeting invitation could also be extended to the Lower Duwamish Waterway (LDW) Trustees. The meeting will last 2 hours and up to three Anchor QEA team members will attend. The SOW includes meeting preparation and meeting notes.

### *Deliverables*

- Engagement Plan (Word format)
- Stakeholder and agency meeting materials (PDF format)
- Meeting notes for stakeholder and agency meetings (Word and PDF formats)

## **Subtask 1.5: Basis of Design**

### *Opportunities and Constraints Analysis*

Based on Subtask 1.3, Anchor QEA will document a site opportunity and constraint diagram to provide a graphical summary and synthesis of the findings. This will include relevant site observations and client and stakeholder input. In this subtask, Anchor QEA will also draft project goals for South 104th Street.

### *Design Criteria*

Anchor QEA will document design criteria based on the identified project goals, opportunities, and constraints. The design criteria will be used to evaluate the alternatives and guide the development of the preferred alternative.

### *Deliverables*

- Draft summary memorandum documenting goals, opportunities, constraints, and design criteria (Word format)
- Final summary memorandum (PDF format)
- Opportunity and Constraints Diagram (plan view, scaled, PDF format)

## **Subtask 1.6: Conceptual Design Alternatives**

### *Design Alternatives*

Anchor QEA will develop three conceptual design alternatives that consider the existing conditions, project goals, opportunities, and constraints as documented in Subtask 1.5. The design alternatives will propose different approaches (ranging from a restoration minimum to a maximum) to restoring the shoreline, vacating/abandoning South 104th Street, modifying utilities, and incorporating adjacent upland properties. Each design will include a plan and up to two sections. The conceptual alternative plan and section drawings will be simple, basic scaled drawings over a basemap. The plan

and section drawings will be color rendered in a basic, consistent way to provide clarity of communication. A conceptual rough order-of-magnitude (ROM) opinion of probable construction cost (OPCC) will be developed for each of the alternatives to assist in comparing the alternatives.

### *Mitigation Credit Alternative Analysis*

Anchor QEA will develop estimates of expanded aquatic restoration area and potential mitigation credits generated for each alternative. Mitigation credits will be presented for each alternative in a summary table.

### *Alternative Analysis and Preferred Alternative*

Anchor QEA will analyze the alternatives based on the evaluation criteria generated in subtask 1.5. Anchor QEA will develop a summary of the alternative evaluation and analysis in the form of a summary matrix showing the evaluation criteria and rankings with the intention of choosing one of the conceptual design alternatives as the preferred alternative. If one conceptual design alternative is not determined to be the preferred alternative, the desired elements that scored well in the alternative analysis will be summarized to inform the future development of the project.

For the preferred alternative, Anchor QEA will develop one axonometric visual rendering of the preferred conditions.

### *Deliverables*

- South 104th Street Design Alternatives (scaled, rendered plan views, PDF format)
- South 104th Street Design Alternatives ROM OPCC (PDF format)
- South 104th Street Alternative Mitigation Credit Summary Table (PDF format)
- South 104th Street Alternative Design Criteria Comparison Matrix (PDF format)
- Draft and Final South 104th Street Preferred Alternative Visual Rendering (PDF format)

### **Subtask 1.7: Implementation Roadmap**

Anchor QEA will summarize Subtasks 1.3 through 1.6 in a summary report that describes the project feasibility and alternatives analysis to support the City with the next phases of work, including design, permitting, and implementation. The report will document data gaps and will also identify potential funding sources, partnership opportunities, and implementation strategies.

### *Deliverables*

- Draft South 104th Street Implementation Report (Word format)
- Final South 104th Street Implementation Report (PDF format)

## Task 2: Duwamish Hill Preserve Phase 3

### Subtask 2.1: Project Management

This subtask includes overall management of the scope, schedule, and budget and team coordination and communication. Anchor QEA will develop and maintain a schedule for the duration of the project. This subtask also includes regular coordination meetings with the City. These coordination meetings will be virtual, 1-hour, biweekly meetings between the City project manager (Mike Perfetti), other City representatives as needed, and consultant team project manager (Anna Spooner). Up to one additional Anchor QEA team member will also attend. As noted in Task 1, biweekly meetings will focus on the Task 1 South 104th Street project and the Task 2 Duwamish Hill Preserve project. For the purposes of scoping, our fee assumes that project management will extend over a 12-month period. Half of the biweekly meetings are included in Subtask 1.2 and half of the biweekly meetings are included in Subtask 2.1.

This task also includes City meetings at key project milestones. Meetings will occur at the following steps in the project:

- Project kickoff meeting (2 hours, in person at City offices, with three core consultant team staff)
- Project milestone meetings (1 hour, virtual, with three core consultant team staff)
  - One meeting during Subtask 2.4
  - Two meetings during Subtask 2.5

Meeting agendas and notes will be prepared for the project kickoff and City milestone meetings. Meeting notes will be provided in a summary format that focuses on documenting key decisions and City comments.

#### *Deliverables*

- Meeting agendas for project kickoff and City milestone meetings (PDF file)
- Meeting notes for project kickoff and City milestone meetings provided as summary emails
- Budget status provided in monthly invoices by task (PDF file)
- Project schedule developed in Microsoft Project (PDF file)

### Subtask 2.2: Site Investigation

#### *Survey*

KPG Psomas will complete a topographic survey for upland portions of the Project Phase 3 area as shown in Figure 2 (see Attachment 1 for subconsultant proposal). The survey will include ground features, such as extent of pavement, curbs, fences, trees, ditch features, and aboveground utilities. The survey will include a utility locate to mark and survey underground utility locations. The survey

will include establishing the lot lines using publicly available GIS data and surveying the right of way and lot lines.

Woolpert will complete a bathymetric survey along the project area's shoreline (see Attachment 1 for subconsultant proposal). The survey will extend upriver from the Duwamish Hill Preserve to capture the City-owned shoreline.

Anchor QEA will develop a single basemap incorporating the upland and bathymetric survey files.

### *Background Information Review*

This task will involve a review of existing documents provided by the City and available publicly. This will include the review of existing documents and information or data evaluation for multiple technical disciplines:

- Geotechnical, including but not limited to:
  - 2022 Duwamish Riverbank Assessment for South 115th Street
  - Chinook Wind and Duwamish Gardens documentation
- Hydrologic and hydraulic (available modeling documentation from Lower Duwamish Waterway projects)
- Utilities
- Cultural resources
- Biological
- Planning, including but not limited to:
  - Duwamish Hill Preserve Master Plan (2007)
  - City Surface Water Comprehensive Plan
  - City Stormwater Management Program and King County Surface Water Design Manual
  - Applicable Sections of the Tukwila Municipal Code
  - WRIA 9 Salmon Habitat Plan
- Transportation
- Regulatory compliance (local, state, federal)

### *Transportation Assessment*

Heffron will evaluate the opportunities and constraints to reconfiguring South 115th Street as part of the project, and to improving pedestrian access across East Marginal Way South. The assessment would include the following tasks:

- **Assess daily traffic patterns on South 115th Street.** Commission 7-day counts (by a contracted vendor) on both South 115th Street and East Marginal Way South for use in evaluating traffic signal warrants. These counts will capture both traffic volumes and speed. Compile counts to assess current street use by time of day and day of week.

- **Assess peak hour traffic operations at near-site intersections.** Commission peak period (AM and PM) traffic counts at the South 115th Street/East Marginal Way South intersection to assess turning movements and current pedestrian volumes at the intersection. Evaluate current intersection operations.
- **Evaluate potential pedestrian crossing options** including a full signal or pedestrian-only signal and assess warrants for each option based on traffic and pedestrian volumes.
- **Evaluate potential improvements and traffic calming measures** on South 115th Street including optimal pedestrian crossing locations and treatments, potential traffic calming measures such as raised crosswalks or curb bulbs, and how changes to parking location or quantity could affect site access driveways.
- **Estimate parking need** for the Duwamish Hill Preserve based on parking counts of the existing lot and South 115th Street combined with parking demand data that Consultant has compiled for other passive-use parks.
- **Document results in a technical memorandum.** Draft findings will be reviewed with the project team to inform the project design criteria. The budget assumes up to two rounds of review before a final version of the technical memorandum is completed.

### *Deliverables*

- Survey and basemap (PDF format)
- Site Investigation Summary Memorandum (PDF format)
- Preliminary Draft Transportation Assessment (PDF format)
- Updated Draft Transportation Assessment (PDF format)
- Final Transportation Assessment (PDF format)

### **Subtask 2.3: Engagement and Outreach**

#### *Engagement Plan*

Anchor QEA will collaborate with the City to develop an approach to engagement and outreach. The plan will identify contact for key stakeholders who could include:

- City departments
- Forterra
- Friends of Duwamish Hill Preserve
- Neighboring property owners
- King County
- King County Conservation District

The plan will include a schedule for engaging with stakeholders, community, Tribes, and agencies. The plan will also identify types of content to be included alongside outreach events such as online

surveys provided in parallel to community meetings. The fee assumes two planning meetings and a memorandum summarizing the elements above.

### *Stakeholder Engagement*

The SOW includes two stakeholder engagement meetings. Each meeting will be virtual and last 1 hour. Up to three Anchor QEA team members will join. The SOW includes meeting preparation and meeting notes for each meeting.

### *Community Outreach*

Anchor QEA will support the City to conduct community outreach to request project input and garner support. Two community meetings will be held as in-person meetings that will last 2 hours. Three members of the Anchor QEA team will attend each meeting. One meeting will occur following the development of the project's basis of design (Subtask 2.4) and the second meeting will occur following the development of the conceptual design alternatives (Subtask 2.5). The meetings will occur at a centrally located public building organized by the City.

Anchor QEA will facilitate these meetings with the City project manager providing a supporting role. Anchor QEA will prepare presentation and meeting materials including PowerPoint presentations, presentation boards (up to three boards per meeting), and additional facilitation materials such as notetaking boards and white boards for public comments. The presentation materials will utilize graphics developed in other project subtasks. Presentation materials will be suitable for future City use in presentations to City boards, commissions, and elected leadership.

Meeting participants will be encouraged to write comments during the meeting. Anchor QEA meeting facilitators will also document comments during the meeting with live notetaking. Anchor QEA will transcribe all comments after the meeting. No additional meeting notes will be provided.

Simultaneous to the community meeting, the City will launch an online survey using a platform such as Survey Monkey. Anchor QEA and the City will collaborate on the survey content. Anchor QEA will manage a live survey during the meeting and then leave the survey open for a defined period after the meeting to allow for more community feedback. Once the survey is closed, Anchor QEA will download and review the online input and develop summary visual content representing the survey results to present to the City to assist with project decision making. Meeting materials and survey results will be posted by the City on their website.

### *Tribal Engagement Support*

The SOW assumes the City will lead Tribal engagement. The SOW includes up to 8 hours of staff time to support the City.

### *Early Agency Outreach*

The SOW includes one on-site or virtual meeting with agency staff (including U.S. Fish and Wildlife Services). This meeting invitation could also be extended to the LDW Trustees. The meeting will last 2 hours and up to three Anchor QEA team members will attend. The SOW includes meeting preparation and meeting notes.

### *Deliverables*

- Engagement Plan memorandum (Word format)
- Draft and final stakeholder and agency meeting materials (PDF formats)
- Meeting notes for stakeholder and agency meetings (Word and PDF formats)
- Draft and final community outreach online survey content (Word format)
- Draft and final community meeting materials (PDF format)
- Draft and final community survey result summary (PDF format)
- Live notetaking and community comments transcribed (PDF format)

## **Subtask 2.4: Basis of Design**

### *Opportunities and Constraints Analysis*

Based on Subtask 2.2, Anchor QEA will document a site opportunity and constraint diagram to provide a graphical summary and synthesis of the findings. This will include relevant site observations and client and stakeholder input. In this subtask, Anchor QEA will also draft project goals for Duwamish Hill Preserve Phase 3.

### *Design Criteria*

Anchor QEA will document design criteria based on the identified project goals, opportunities, and constraints. The design criteria will be used to evaluate the alternatives and guide the development of the preferred alternative.

### *Deliverables*

- Draft summary memorandum documenting goals, opportunities, constraints, and design criteria (Word format)
- Final summary memorandum (PDF format)
- Opportunity and Constraints Diagram (plan view, scaled, PDF format)

## **Subtask 2.5: Conceptual Design Alternatives**

### *Design Alternatives*

Anchor QEA will develop three conceptual alternative design alternatives that consider the existing conditions, project goals, opportunities, and constraints as documented in Subtask 2.4. The design



alternatives will propose different approaches (ranging from a minimum to a maximum restoration) to restoring the shoreline, moving South 115th Street, modifying utilities, and providing new public access elements both within Duwamish Hill Preserve and for connection to Duwamish Gardens. Each design will include a plan and up to two sections. The conceptual alternative plan and section drawings will be simple, basic scaled drawings over a basemap. The plan and section drawings will be color rendered in a basic, consistent way to provide clarity of communication. A conceptual ROM OPCC will be developed for each of the alternatives to assist in comparing the alternatives.

### *Mitigation Credit Alternative Analysis*

Anchor QEA will develop estimates of expanded aquatic restoration area and potential mitigation credits generated for each alternative. Mitigation credits will be presented for each alternative in a summary table.

### *Alternative Analysis and Preferred Alternative*

Anchor QEA will analyze the alternatives based on the evaluation criteria. Anchor QEA will develop a summary of the alternatives evaluation and analysis in the form of a summary matrix showing the evaluation criteria and rankings with the intention of choosing one of the conceptual design alternatives as the preferred alternative. If one conceptual design alternative is not determined to be the preferred alternative, the desired elements that scored well in the alternative analysis will be summarized to inform the future development of the project.

For the preferred alternative, Anchor QEA will develop one axonometric visual rendering of the preferred conditions.

### *Deliverables*

- Draft and Final Duwamish Hill Preserve Design Alternatives (scaled, rendered plan views, PDF format)
- Draft and Final Duwamish Hill Preserve Design Alternatives ROM OPCC (PDF format)
- Duwamish Hill Preserve Alternative Design Criteria Comparison Matrix (PDF format)
- Draft and Final Duwamish Hill Preserve Preferred Alternative Visual Rendering (PDF format)

### **Subtask 2.6: Implementation Roadmap**

Anchor QEA will summarize Subtasks 2.2 through 2.5 in a summary report that describes the project feasibility and the alternatives analysis and supports the City for the next phases of work, including design, permitting, and implementation. The report will document data gaps and will also identify potential funding sources, partnership opportunities, and implementation strategies.

### *Deliverables*

- Draft Duwamish Hill Preserve Implementation Report (Word format)

- Final Duwamish Hill Preserve Implementation Report (PDF format)

### **Task 3: South 104th Street Phase 1 Environmental Site Assessment – Optional Task**

*Task 3 may be informed by the outcomes of Task 1.1 and will require prior written authorization by City prior to any work on this optional task.*

Anchor QEA will support the City in preparation for development of the South 104th Street property located in Tukwila, Washington, by conducting a Phase I ESA. The ESA will be performed at the Subject Property consisting of three tax parcels located at 10215, 10315, and 10325 East Marginal Way South in Tukwila, Washington (Tax Parcel IDs: 0423049002, 0423049051, 0423049117, respectively).

Under Task 3, Anchor QEA will complete the Phase I ESA in accordance with 40 *Code of Federal Regulations* Part 312 – *Innocent Landowners, Standards for Conducting All Appropriate Inquiries* using the methods described in ASTM standard E1527-21. This work will document the history of the Property and surrounding area, survey available information regarding environmental conditions, document current conditions at the Property, and identify any recognized environmental concerns (RECs) that indicate a potential release of hazardous substances to soil or groundwater.

The Phase I ESA will include the following specific elements:

- Site reconnaissance, including a visual on-site inspection of the Property during a 1-day site visit
- Interviews of up to three persons knowledgeable about the Property, including (as available) current and past owners, operators, occupants, or state or local governmental officials
- A review of historical property records and historical aerial photographs
- A review of federal and state environmental records concerning waste management practices, underground storage tank records, and/or documentation of historical releases at the Property
- Identification of other commonly known or reasonably ascertainable information about the Property

#### *Site Visit and Interviews*

As part of the Phase I ESA, Anchor QEA will conduct an in-person site inspection of the Property. The site inspection will be performed to visually assess and document current Property conditions and to evaluate/identify potential areas of concern based on visual review.

Following the site visit, up to three persons knowledgeable about the Property will be interviewed to provide additional information about historical activities at the Property. Topics addressed during each interview may include the following:

- Historical operations that have occurred throughout all areas of the Property
- Handling/use of chemicals or other materials that could have resulted in potential environmental impacts to the Property including, for example, presence of waste oil drums and underground storage tanks
- Records of any environmental incidents (spills, releases, etc.) that have occurred at the Property
- Records of Property improvements and/or modifications (new buildings, excavation areas, paving, etc.)

### *Deliverables*

- Anchor QEA will prepare and submit a draft and final Phase I ESA Report that covers all tax parcels, identifying the findings, opinions, and conclusions of the assessment.
  - The report will document the methods used to perform the Phase I ESA, provide full documentation of the work completed and records reviewed, an evaluation of the RECs (if applicable), describe results of the Phase I ESA, and provide Anchor QEA's professional recommendations.
  - If applicable, the report will include an identification of site-specific data gaps and a description of appropriate field investigation methods that can be used to resolve these data gaps.

## **3. Assumptions**

- Regular check-in meetings with the City will occur virtually. City milestone meetings will occur at the City's offices.
- Meetings in addition to those described in this SOW are not included and will be considered additional work.
- Outreach and engagement meetings will rely on materials in other tasks to produce outreach materials.
- Anchor QEA will facilitate outreach and engagement meetings. The City will determine who is invited to meetings, provide all meeting invitations, and coordinate meeting logistics, including securing meeting rooms and ensuring that audio-visual equipment is available and in working order.
- Community meetings will occur in the evening and will be a conventional format with a presentation followed by a question-and-answer session.
- The City will provide project updates on a City-led online platform (such as the City's website). This will include posting community meeting presentations and community survey results.
- The City will lead outreach with all Tribes.

- Travel time will be billed to the City. Travel time from Seattle to the City is estimated at 1 hour round trip.
- Alternatives will be developed within the project areas identified in Figures 1 and 2. If the project boundaries expand, Anchor QEA will discuss with the City which level of evaluation and/or design work can be conducted within those additional areas within the scope and fee negotiated for this work.
- No permitting applications or formal agency correspondence will be prepared under this SOW.
- Tasks 1.2 and 2.2 background information reviews will rely on existing information; no new site (e.g., soil geotechnical or natural resource field data) data collection is included in this SOW. If significant data gaps are identified during the technical review, they will be summarized and included in the discussion data gaps in the final report. Technical reviews will inform the conceptual alternatives and alternative analysis on a conceptual level only.
- Site investigation work is limited to the work described in Tasks 1.2 and 2.2. If additional site investigations work is deemed necessary, it will be negotiated as additional work under a contract amendment.
- The survey does not include a boundary survey with calculated lot lines and easements (and does not include the additional research and calculations for the boundary survey). The survey does not include recording the survey as Records of Survey.
- The City does not currently have a maximum allowable construction cost for the South 104th Street restoration or Duwamish Hill Preserve Phase 3 Projects. The preferred alternative conceptual design will inform the City's maximum allowable construction cost.
- An OPCC will be developed as ROM costs to reflect the level of design (conceptual) and will include a contingency markup appropriate to this stage of design.
- A new OPCC will not be developed for the preferred alternative for either South 104<sup>th</sup> Street or Duwamish Hill Preserve. It is assumed that the preferred alternative will be one of the three developed alternatives and there will not be changes to the OPCC.
- The SOW does not include time for developing grant applications.

## 4. Budget

Exhibit B provides a detailed summary of the proposed fee.

## 5. Schedule

Work will begin immediately after a contract is executed (expected in January 2025). South 104th Street and Duwamish Hill Preserve schedules are not expected to run parallel and will be on their own tracks. It is expected that final reporting for both South 104th Street and Duwamish Hill Preserve will be completed by the end of 2025.

Attachment 1  
Subconsultant Proposals

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Tukwila Duwamish River Shoreline Project - Transportation Assessment

Budget Estimate

11/25/2024

Task	Key Staff			Labor Cost	Direct Expenses*	Total Cost
	M. Heffron Principal	T. McBryan Principal QC	Transp. Engineer			
<b>Transportation Assessment for S 104th Street Shoreline Restoration</b>						
a Assess daily traffic patterns	1	0	4	\$785	\$450	
b Assess peak hour operations	2	0	12	\$2,050	\$1,060	
c Evaluate traffic effect of design options	8	0	16	\$4,360		
d Evaluate non-motorized transportation	4	0	0	\$1,220		
e Determine mitigation	6	0	4	\$2,310	\$50	
f Document results in Tech Memo	10	3	12	\$5,375		<b>\$17,660</b>
<b>Transportation Assessment for Duwmish Hill Preserve</b>						
a Assess daily traffic patterns	1	0	4	\$785	\$450	
b Assess peak hour operations	2	0	12	\$2,050	\$350	
c Evaluate pedestrian crossing options	8	0	16	\$4,360		
d Evaluate potential improvements	6	0	2	\$2,070	\$50	
e Estimate parking need	8	0	10	\$3,640	\$80	
f Document results in Tech Memo	10	3	12	\$5,375		<b>\$19,210</b>
<b>Total Hours</b>	<b>66</b>	<b>6</b>	<b>104</b>			
Billing Rates	\$305.00	\$295.00	\$120.00			
<b>Total - All Tasks</b>	<b>\$20,130</b>	<b>\$1,770</b>	<b>\$12,480</b>	<b>\$34,380</b>	<b>\$2,490</b>	<b>\$36,870</b>

\* Direct expenses include the cost of vendor-performed traffic counts at 10% markup, plus travel to site for field observations and parking counts.

**EXHIBIT A**

**PRIME CONSULTANT COST COMPUTATIONS**

Anchor Qea

City of Tukwila Shoreline Restoration Project - S 104th Street Upland

KPG PROJECT NUMBER: TBD

DATE: November, 2024



Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Office Admin	Survey Mgr	Project Surveyor	Survey Technician	Survey Crew I	Survey Crew II	Hours	Fee
		111	252	173	144	214	272		
<b>Task 1 – Topographic Survey and Right of Way Determination</b>									
1a	Survey Control	1	1	1			6	9	\$ 2,168.00
1b	Survey Mapping		1			36		37	\$ 7,956.00
1c	Survey Utilities (see below for utility locate expense)		1				6	7	\$ 1,884.00
1d	Base map preparation		2	2	36			40	\$ 6,034.00
1e	Road ROW determination		1	9				10	\$ 1,809.00
<b>Task Total</b>		<b>1</b>	<b>6</b>	<b>12</b>	<b>36</b>	<b>36</b>	<b>12</b>	<b>103</b>	<b>\$ 19,851.00</b>
<b>Reimbursable Direct Non-Salary Costs</b>									
								Utility Locates	\$ 2,000.00
								<b>Total Reimbursable Expense</b>	<b>\$ 2,000.00</b>
								<b>Total Estimated Budget</b>	<b>\$ 21,851.00</b>

**EXHIBIT A**

**PRIME CONSULTANT COST COMPUTATIONS**

Anchor Qea

City of Tukwila Shoreline Restoration Project - Duwamish Hill Preserve

KPG PROJECT NUMBER: TBD

DATE: November, 2024



Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Office Admin	Survey Mgr	Project Surveyor	Survey Technician	Survey Crew I	Survey Crew II	Hours	Fee
		111	252	173	144	214	272		
<b>Task 1 – Topographic Survey and Right of Way Determination</b>									
1a	Survey Control	1	1	1			10	13	\$ 3,256.00
1b	Survey Mapping		1			68		69	\$ 14,804.00
1c	Survey Utilities (see below for utility locate expense)		1				10	11	\$ 2,972.00
1d	Base map preparation		2	3	68			73	\$ 10,815.00
1e	Road ROW determination		1	16				17	\$ 3,020.00
	<b>Task Total</b>	<b>1</b>	<b>6</b>	<b>20</b>	<b>68</b>	<b>68</b>	<b>20</b>	<b>183</b>	<b>\$ 34,867.00</b>
<b>Reimbursable Direct Non-Salary Costs</b>									
								Utility Locates	\$ 3,500.00
								<b>Total Reimbursable Expense</b>	<b>\$ 3,500.00</b>
								<b>Total Estimated Budget</b>	<b>\$ 38,367.00</b>





# Cost Quote

637 Lindero Street  
 Suite 100  
 San Rafael, CA 94901

Quote #: 636  
 Date: 12/2/2024

**Client**

Anchor QEA  
 1201 3rd Avenue  
 Seattle, WA 98101

**Requested By:** [Anna Spooner](#)

**Email Address:** [aspooner@anchorgea.com](mailto:aspooner@anchorgea.com)

**Project Name:**

104th Street

Item	Description	Quantity	Cost	Total
	<b>Project Information:</b> Anchor QEA Object Detection and Mudline Multibeam Bathymetric Survey			
1	<b>Mobilization/Demobilization - Lump Sum</b> Discounted if combined with Duwamish Hill work If not combined, full rate applies	0.5	\$975.00	\$487.50
2	<b>Field Acquisition</b> Multibeam Survey Combined with Duwamish Hill work	0.5	\$5,594.00	\$2,797.00
3	<b>Processing &amp; Reporting</b> Point files AutoCAD Plot (Contours/Soundings)	0.5	\$2,760.00	\$1,380.00
4	<b>Additional Processing</b> As required; per hour	0.0	\$145.00	

<b>Subtotal:</b>	\$4,664.50
<b>Sales Tax (0.0%):</b>	\$0.00
<b>Total:</b>	<b>\$4,664.50</b>

Currency: **USD**

For questions regarding this quote, please contact Adam Taylor at [adam.taylor@woolpert.com](mailto:adam.taylor@woolpert.com) or 1 (907) 521-3370.



637 Lindero Street  
 Suite 100  
 San Rafael, CA 94901

## Cost Quote

Quote #: 636  
 Date: 12/2/2024

### Client

Anchor QEA  
 1201 3rd Avenue  
 Seattle, WA 98101

Requested By: [Anna Spooner](#)

Email Address: [aspooner@anchorgea.com](mailto:aspooner@anchorgea.com)

### Project Name:

Duwamish Hill

Item	Description	Quantity	Cost	Total
	<b>Project Information:</b> Anchor QEA Object Detection and Mudline Multibeam Bathymetric Survey			
1	<b>Mobilization/Demobilization - Lump Sum</b> Discounted if combined with 104th Street work If not combined, full rate applies	0.5	\$975.00	\$487.50
2	<b>Field Acquisition</b> Multibeam Survey Combined with 104th Street work	0.5	\$5,594.00	\$2,797.00
3	<b>Processing &amp; Reporting</b> Point files AutoCAD Plot (Contours/Soundings)	0.5	\$2,760.00	\$1,380.00
4	<b>Additional Processing</b> As required; per hour	0.0	\$145.00	

<b>Subtotal:</b>	\$4,664.50
<b>Sales Tax (0.0%):</b>	\$0.00
<b>Total:</b>	<b>\$4,664.50</b>

Currency: **USD**

For questions regarding this quote, please contact Adam Taylor at [adam.taylor@woolpert.com](mailto:adam.taylor@woolpert.com) or 1 (907) 521-3370.

Exhibit B  
Consultant Fee

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**Exhibit B**  
**Proposed Fee**

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Total Hours	Total Dollars
		South 104th Street Shoreline Restoration	Duwamish Hill Preserve Phase 3	South 104th Street Phase 1 ESA (optional)		
Principal	\$ 328	99.0	72.0	8.0	179.0	\$ 58,712
Senior Manager	\$ 288	14.0	10.0	0.0	24.0	\$ 6,912
Manager	\$ 269	170.0	172.0	0.0	342.0	\$ 91,998
Senior Staff	\$ 238	56.0	70.0	24.0	150.0	\$ 35,700
Staff 2	\$ 188	252.0	282.0	0.0	534.0	\$ 100,392
Staff 1	\$ 159	24.0	64.0	50.0	138.0	\$ 21,942
Senior Technical Editor	\$ 163	32.0	28.0	0.0	60.0	\$ 9,780
Technical Editor	\$ 139	0.0	0.0	10.0	10.0	\$ 1,390
Senior Project Coordinator	\$ 156	16.0	16.0	2.0	34.0	\$ 5,304
Project Coordinator	\$ 128	12.0	12.0	0.0	24.0	\$ 3,072
Total Hours		675	726	94	1,495	
Total Labor		\$ 156,002	\$ 161,212	\$ 17,988		\$ 335,202
Average Hourly Rate	\$ 224					
<b>Subconsultants</b>						
Heffron Engineering		\$ 17,660	\$ 19,210	\$ -		\$ 36,870
KPG Psomas		\$ 21,851	\$ 38,367	\$ -		\$ 60,218
Woolpert		\$ 4,665	\$ 4,665	\$ -		\$ 9,329
EDR		\$ -	\$ -	\$ 500		\$ 500
<b>Total Cost</b>		\$ 44,176	\$ 62,242	\$ 500		\$ 106,917
<b>Markup</b>	10.0%	\$ 4,418	\$ 6,224	\$ 50		\$ 10,692
<b>Internal Reimbursables (no markup)</b>						
Mileage (\$/mile)	\$0.670	\$ 34	\$ 117	\$ -		\$ 151
SharePoint site (\$/mo)	\$20.00	\$ 240	\$ -	\$ -		\$ 240
<b>Total Cost</b>		\$ 274	\$ 117	\$ -		\$ 391
<b>TOTAL COSTS</b>		\$ 204,869	\$ 229,795	\$ 18,538		\$ 453,201

See next page for Task breakdown fee table.

### Task Fee Breakdown Table

<b>Task 1: South 104th Street</b>	<b>Proposed Fee</b>
Subtask 1.1: Pre-Project Support	\$5,248
Subtask 1.2: Project Management	\$16,850
Subtask 1.3: Site Investigation	\$79,669
Subtask 1.4: Engagement and Outreach	\$12,042
Subtask 1.5: Basis of Design	\$7,990
Subtask 1.6: Conceptual Design Alternatives	\$61,126
Subtask 1.7: Implementation Roadmap	\$21,944
TOTAL TASK 1 FEE	\$204,869
<b>Task 2: Duwamish Hill</b>	<b>Proposed Fee</b>
Subtask 2.1: Project Management	\$14,658
Subtask 2.2: Site Investigation	\$95,810
Subtask 2.3: Engagement and Outreach	\$29,095
Subtask 2.4: Basis of Design	\$9,512
Subtask 2.5: Conceptual Design Alternatives	\$59,352
Subtask 2.6: Implementation Roadmap	\$21,368
TOTAL TASK 2 FEE	\$229,795
<b>Task 3: South 104th Street - Environmental Site Assessment Option</b>	<b>Proposed Fee</b>
TOTAL TASK 3 FEE	\$18,538

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

**PROJECT:** **Duwamish Hill Preserve Phase 3** **Project #** 92241203

**Project Manager** Mike Perfetti **Department** Surface Water

**DESCRIPTION:**

The goals of the project are to restore the shoreline to create off-channel habitat and expand the park visitor experience. The park master plan calls for moving a portion of S. 115th Street landward to improve shallow water habitat, water quality and enjoyment of the shoreline. Final design will be informed by a feasibility evaluation and alternatives evaluation process.

**JUSTIFICATION:**

This project is described in the Duwamish Hill Preserve Park Master Plan and is listed as Project DUW-63 in the WRIA 9 Salmon Habitat Plan (2021)

**STATUS:**

The project has some funding in the 2023-24 CIP for initial feasibility work. Project initiation and consultant advertisement is planned for 2024.

**MAINTENANCE IMPACT:**

This is a work in progress. The Green Infrastructure Program Proposal is intended, in part, to address maintenance needs for PW-initiated habitat restoration projects and helping to alleviate pressure on Parks' given resource constraints. Note that vegetation management maintenance needs decrease over time as planted vegetation

**COMMENT:**

The City completed acquisitions of properties identified in master plan that may be used for this project. Two small additional undeveloped properties are for sale that would expand the park footprint.

<b>FINANCIAL (in thousands)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Beyond</b>	<b>TOTAL</b>
<b>Project Costs</b>								
Project Mgmt (Staff Time/Cost)	\$ 10	\$ 10	\$ 20	\$ 5	\$ 20	\$ 20	\$ -	\$ 85
Design	\$ 200	\$ 200	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 800
Land (R/W)	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Construction Mgmt.	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ -	\$ 400
Construction	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 4,000
Contingency	\$ 20	\$ 20	\$ 40	\$ 5	\$ 440	\$ 440	\$ -	\$ 965
<b>Total Project Costs</b>	<b>\$ 230</b>	<b>\$ 530</b>	<b>\$ 460</b>	<b>\$ 10</b>	<b>\$ 2,660</b>	<b>\$ 2,660</b>	<b>\$ -</b>	<b>\$ 6,550</b>
<b>Project Funding</b>								
Proposed Grant	\$ -	\$ 460	\$ 400	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 4,860
Utility Revenues	\$ 230	\$ 70	\$ 60	\$ 10	\$ 660	\$ 660	\$ -	\$ 1,690
<b>Total Project Funding</b>	<b>\$ 230</b>	<b>\$ 530</b>	<b>\$ 460</b>	<b>\$ 10</b>	<b>\$ 2,660</b>	<b>\$ 2,660</b>	<b>\$ -</b>	<b>\$ 6,550</b>

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

**PROJECT:** **S. 104th St Shoreline Restoration** **Project #** 92541203

**Project Manager** Mike Perfetti **Department** Surface Water

**DESCRIPTION:** The armored bank on an outside bend of the Duwamish River adjacent to S. 104th Street is steep and subject to erosion and potential failure. This project would analyze site conditions and develop solutions to create a sustainable shoreline that can withstand hydraulic forces, reduce erosional risk to uplands and provide ecological value.

**JUSTIFICATION:** This is project DUW-26 in the WRIA 9 2021 Salmon Recovery Plan Update. The City roadway and adjacent properties and utilities may be at risk under current conditions.

**STATUS:** The project is running behind schedule; the intent is to start with a geotechnical analysis of the bank, analysis of existing conditions and conceptual feasibility and alternative design.

**MAINTENANCE IMPACT:** This is a work in progress. The Green Infrastructure Program Proposal is intended, in part, to address maintenance needs for PW-initiated habitat restoration projects and helping to alleviate pressure on Parks' given resource constraints. Note that vegetation management maintenance needs decrease over time as planted vegetation

**COMMENT:** This project initially appeared in the 2003 Surface Water Comp Plan as "S 104th St Bank Stabilization Project", in response to some observed erosion; despite this, the bank appears somewhat stable, but is extremely steep and cracking is observed on the roadway; some adjacent land uses and access routes have been altered to open up the viability of laying back and restoring the shoreline.

<b>FINANCIAL (in thousands)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Beyond</b>	<b>TOTAL</b>
<b>Project Costs</b>								
Project Mgmt (Staff Time/Cost)	\$ 12	\$ 10	\$ 10	\$ 10	\$ 5	\$ 5	\$ 30	\$ 82
Design	\$ 250	\$ -	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ 650
Construction Mgmt.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000
Contingency	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,010
<b>Total Project Costs</b>	<b>\$ 272</b>	<b>\$ 10</b>	<b>\$ 210</b>	<b>\$ 210</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5,330</b>	<b>\$ 6,042</b>
<b>Project Funding</b>								
Proposed Grant	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ -	\$ 4,500	\$ 4,950
Utility Revenues	\$ 272	\$ 10	\$ 60	\$ 60	\$ 5	\$ 5	\$ 1,830	\$ 2,092
<b>Total Project Funding</b>	<b>\$ 272</b>	<b>\$ 10</b>	<b>\$ 210</b>	<b>\$ 210</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 6,330</b>	<b>\$ 7,042</b>







## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Pete Mayer, Public Works Director**  
 BY: **Adib Altallal, Utilities Engineer**  
 CC: **Mayor Thomas McLeod**  
 DATE: **January 24, 2025**  
 SUBJECT: **Surface Water Fund – Tukwila Urban Center Conveyance Inspections**  
**Project No. 91241203 – Design Contract**

### **ISSUE**

Approve design contract with PACE to provide design services for the Tukwila Urban Center Conveyance Inspections in the amount of \$71,808.00.

### **BACKGROUND**

The network of storm pipes in the core retail area of Tukwila has not been inspected in the last several decades. Because there have been no inspections, pipe conditions are unknown and rehabilitation, repair, and replacement needs are therefore unknown. It is likely that a significant amount of sediment exists within the storm network in that area. Several stormwater pipes have been selected as higher priority because of the large pipe sizes and more significant impact should a pipe fail.

### **DISCUSSION**

Blockage of stormwater system may lead to flooding and water quality degradation. Pipes have not been cleaned or inspected since installation. O&M inspects and maintains pipes, catch basins and other assets as part of normal operations. This project will require participation by O&M but will largely relieve ongoing O&M burden. In order to assess the pipe conditions, the storm drain pipes will be cleaned and the sediment will be disposed of. Then the pipe interior will be inspected using a remote-control camera. The inspection will be recorded. Rehabilitation, repair, and replacement needs will then be known and prioritized.

### **FINANCIAL IMPACT**

PACE’s design fee will be fully funded by the surface water fund.

	<b><u>Consultant Fee</u></b>	<b><u>2025 Design Budget</u></b>
PACE Design Contract	\$71,808.00	\$200,000.00

### **RECOMMENDATION**

The Mayor is being asked to approve the design contract with PACE in the amount of \$71,808.00 for the Tukwila Urban Center Conveyance Inspections and consider this item on the Consent Agenda at the February 3, 2025 Regular Council Meeting

Attachments: CIP Sheet - Tukwila Urban Center Conveyance Inspections  
 PACE Design Contract  
 PACE Scope & Fee

# CITY OF TUKWILA 2025-2030 CAPITAL IMPROVEMENT PROGRAM

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

**PROJECT:**      **Tukwila Urban Center Conveyance Inspections**      Project #      91241203

**Project Manager**      Mike Perfetti      **Department**      Surface Water

**DESCRIPTION:**      The network of storm pipes in the core retail area of Tukwila has not been inspected in the last several decades. Because there have been no inspections, pipe condition is unknown and rehabilitation, repair, and replacement needs are therefore unknown. It is likely that a significant amount of sediment exists within the storm network in that area. Several stormwater pipes have been selected as higher priority because of the large pipe sizes and more significant impact should a pipe fail. The selected area includes 1) Andover Park E from S. 180th Street to Minkler Boulevard, 2) 36" pipe from Minkler Boulevard to Azteca Restaurant, 3) Andover Park West from Tukwila Parkway to S 180th Street, 4) Minkler Boulevard from Southcenter Parkway to ditches at Andover Park West, and 5) Minkler Boulevard to Industry Drive.

**JUSTIFICATION:**      Blockage of stormwater system may lead to flooding and water quality degradation. Pipes have not been cleaned or inspected since installation.

**STATUS:**      Prioritize project given the length of time its been identified. Internal discussions in 2024 to set up for work in 2025.

**MAINTENANCE IMPACT:**      O&M inspects and maintains pipes, catch basins and other assets as part of normal operations. This project will require participation by O&M but will largely relieve ongoing O&M burden.

**COMMENT:**      In order to assess the pipe conditions, the storm drain pipes will be cleaned and the sediment will be disposed of. Then the pipe interior will be inspected using a remote-control camera. The inspection will be recorded. Rehabilitation, repair, and replacement needs will then be known and prioritized.

<b>FINANCIAL (in thousands)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Beyond</b>	<b>TOTAL</b>
<b>Project Costs</b>								
Project Mgmt (Staff Time/Cost)	\$ 15	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
Design	\$ 200	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590
Construction Mgmt.	\$ 20	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40
Construction	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Contingency	\$ 10	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20
<b>Total Project Costs</b>	<b>\$ 445</b>	<b>\$ 435</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 880</b>
<b>Project Funding</b>								
Utility Revenues	\$ 445	\$ 435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880
<b>Total Project Funding</b>	<b>\$ 445</b>	<b>\$ 435</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 880</b>



**PROFESSIONAL SERVICES AGREEMENT**

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

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and **PACE Engineers**, 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 **Tukwila Urban Center Conveyance Inspections**.
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 **31 December 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 **31 December 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 **\$71,808.00** 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:

11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
Attn: Ken Nilsen
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: Kenneth H Nilsen

ATTEST/AUTHENTICATED:

Title: President

\_\_\_\_\_  
Andy Youn, City Clerk

APPROVED AS TO FORM:

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

## SCOPE OF WORK

### CITY OF TUKWILA STORMWATER INVESTIGATION/ASSESSMENT FOR PIPE DEFICIENCY REPAIR/REPLACEMENT

#### PROJECT UNDERSTANDING

The City of Tukwila (City) has requested a proposal for engineering services to prepare bid documents for the cleaning and video-inspection of specific portions of the City's stormwater system, as well as reviewing the video inspections and developing a report of recommendations for the City to repair/replace any deficiencies that are observed. The City has indicated that approximately 17,000 linear feet of stormwater conveyance system is to be cleaned, inspected and analyzed.

#### SCOPE OF WORK

This Scope of Work is intended to provide a summary of the scope and costs associated for the peer review services for the project listed above, at the request of the City.

#### Task 1 – PROJECT MANAGEMENT

PACE will be responsible for conducting ongoing management/administration of the consultant team in accordance with the provisions of the Agreement. Ongoing management will include completion of professional services in a timely manner and within the Agreement budget.

PACE will maintain regular contact and coordination with the City Project Manager in accordance with the provisions of the Agreement. The PACE Project Manager will be responsible for:

- Maintaining regular contact with the City and designated project management team staff through telephone conversations and e-mails
- Maintaining open access to project information by the City.
- It is PACE's intent to maintain open communication with the City at all levels of the PACE project team. Therefore, the City Project Manager may contact team members as needed.

PACE will prepare and provide monthly status/progress reports with invoices, itemized by task, to the City, describing work performed by the PACE project team during the current reporting period. The progress reports will be prepared in a format approved by the City Project Manager.

#### PROJECT MANAGEMENT RESERVE

In an effort to facilitate and expedite any changes to the scope, PACE may request that funds be reallocated from the Project Management Reserve to a task associated with a scope variance (additional work). The City provide direction through email to document any formal requests.



## Assumptions

1. City staff will lead and attend any City Council or committee meetings. PACE will provide materials for said meetings, but its presence will not be required.
2. PACE will attend up to four (4) virtual progress meetings throughout the project at the following milestones
  - a. Review of the draft bidding documents.
  - b. Upon completion of the certified bid tabulation and recommendation of project award.
  - c. Review of the draft stormwater system analysis report.
  - d. Review of the final stormwater system analysis report.
3. A general summary of activities performed by PACE including meetings held during the reporting period will be included in the monthly status/progress report.

## Deliverables

1. Meeting agendas and meeting summaries in electronic form (PDF format). One (1) electronic copy for each meeting.
2. Monthly status/progress reports and monthly invoices in electronic form (PDF format).

## Task 2 – DEVELOPMENT OF BIDDING DOCUMENTS/BIDDING SUPPORT

PACE will create bidding documents so the City may procure a contractor to perform cleaning and videoed inspection of the portions of the system as requested by the City. PACE will provide a project manual that includes the following:

1. Section 1-Instruction to Bidders
2. Section 2-Contract Proposal Documentation Including a Proposal, Bid Schedule, Bid Bond Form, Statement of Bidder's Qualifications, Proposed Subcontractors, Non-Collusion Declaration, and Certificate of Compliance with Wage Payment Statutes.
3. Section 3-Contract Agreement Including the Agreement, Contract Bond and Certificate as To Corporate Principal.
4. Section 4-Special Provisions
5. Section 5-Appendices Including Prevailing Wage Rates and A Figure That Provides The Location Of The Portions Of The Stormwater System To Be Cleaned/Video Inspected.

PACE will also provide bidding support services to the City under this task. Specifically included in this effort will include:

1. PACE will review the bids received for completeness and accuracy in order to provide a Certified Bid Tabulation to the City.

2. PACE will review the apparent low bidder based on the certified bid tabulation to ensure that the contractor meets all applicable state, federal, and local requirements for project award and will provide a letter of Recommendation of Project Award to the City.

### Assumptions

1. As the project is expected to be under the \$350,000 threshold, the City will procure the contractor through the small works roster method. The Municipal Research and Services Center (MRSC) contractor database will be utilized to obtain contact information for contractors that are listed that are qualified to perform the work. As such PACE will not be required to coordinate with any publications to fulfill advertisement requirements typical the traditional design-bid-build process. PACE also will not be required to coordinate with any physical or online plan holders services.
2. No design drawings will be produced for this task. The bid package will consist of a project manual with the elements listed above included.
3. The figure that is to be provided as an appendix in the project manual will be graphical in nature only. It will be produced based on GIS information provided by the City.
4. It is not anticipated that PACE will attend a formal bid opening. If PACE is to attend a bid opening it will be billed on a time and expense basis.

### Deliverables

1. PACE will provide a draft project manual in electronic form (PDF format) for two reviews to be performed by the City prior to distribution for contractor procurement.
2. PACE will provide a project manual in electronic form (PDF format) based on the City's review initial review comments for distribution for contractor procurement.
3. Certified Bid Tabulation in electronic form, within 2 days. (PDF format).
4. Recommendation of Project Award in electronic form (PDF format).

### Task 3 – Contract Administration

PACE will provide administration of the CCTV contract. It is anticipated that the following tasks will be included in this task:

1. Facilitating and attendance at a pre-construction conference.
2. Reviewing requests for information (RFI's) from the contractor.
3. Reviewing traffic control plans submitted by the contractor.
4. Coordination of data transfer.
5. Processing of progress payments

6. Facilitating project closeout.

### Assumptions

1. For budgeting purposes, the number of RFI's anticipated is ten (10). If there are RFI's more than this estimate, it will require an additional services agreement (ASA) or will be billed on a time and expenses basis.
2. For budgeting purposes, the number of traffic control plans that are to be submitted is three (3). If there are additional traffic control plans more than this estimate, it will require an additional services agreement (ASA) or will be billed on a time and expenses basis.
3. The data transfer will be coordinated through the PACE sharepoint site. The City's project manager will have access to the site to obtain all data provided by the contractor
4. For budgeting purposes, the number of progress payments for processing is three (3). If there are additional progress payments above this estimate, it will require an additional services agreement (ASA) or will be billed on a time and expenses basis.

### Deliverables

1. PACE will provide a draft of the preconstruction conference agenda in electronic format for comment by the City. After any comments received from the City PACE will finalize the agenda and it will be distributed at the preconstruction conference in either paper copy or electronic format.
2. PACE will provide responses to up to 10 (ten) RFI's in electronic format to the contractor.
3. PACE will provide responses to up to 3 (three) traffic control plans in electronic format to the contractor.
4. PACE will provide up to 3 (three) progress payments in electronic form (PDF format) to the City for processing
5. PACE will provide a completion of public works project and file with the Department of Revenue, Labor and Industry, and Employment Security upon completion of the project and receipt of the contractor's affidavit with Labor and Industry.

### Task 4 – Inspection Review and Recommendation of Repair/Replacement

PACE will perform a review of the contractor provided video inspections of the stormwater system. As part of the review any anomalies in the pipes will be noted and classified per the Pipeline Assessment Certification Program's (PACP) anomaly code referencing system. PACE will use

these observations and information to develop a report that proposes repair/replacement for all anomalies observed in the video of the system.

The City has expressed an interest in using a company that analyzes the video inspection by utilizing artificial intelligence (AI). This task includes coordination with the chosen company and a comparison between the AI results and the results from PACE to determine the accuracy of the AI inspection results. PACE will note the comparison in the report provided to the City and provide an analysis of the accuracy of the AI findings vs. the traditional visual inspection.

Included in this task is preparation of a presentation that is to be given at an industry event such as an American Public Works Association (or similar organization) conference. The presentation will highlight the results found in the comparison between the AI results and the traditional CCTV inspection.

### Assumptions

1. As the exact condition of the pipes is unknown, for budgeting purposes the number of anomalies in the system that are anticipated to be addressed is 340 (approximately 1 anomaly for every 50 feet of pipe inspected). Effort expended to analyze/provide recommendations for anomalies in excess of this estimate will require an additional services agreement (ASA) or will be billed on a time and expenses basis.
2. As the existing surface conditions above the pipe locations are not to be topographically surveyed, the recommendations for pipe repair/replacement will strictly be driven by the video inspection itself rather than any surface restoration efforts/requirements.
3. The report will include recommendations for pipe repair/replacement and will not include any analysis of existing drainage structures such as catch basins, storm drain manholes, flow splitters, water quality/detention facilities ect.
4. No design drawings will be produced for this task. The report will include a map that is graphical in nature that shows the location of all anomalies analyzed.
5. PACE will coordinate with the company that is to provide the AI analysis of the CCTV inspection. However, this company will not be a PACE subconsultant.
6. For budgeting purposes, it is anticipated that approximately 5,000 LF of stormwater conveyance piping will be analyzed by the company providing the AI analysis. Any additional pipe that was analyzed by said company that requires a comparison between results will require an ASA or will be billed on a time and material basis.
7. It is assumed that PACE will prepare the presentation for inclusion at an industry event or conference. The presentation will be in PowerPoint format and will consist of 20-40 slides that highlight the project and its results.

8. PACE will not be reimbursed for attendance at said industry event or conference.

### Deliverables

1. PACE will provide a draft pipe assessment report in electronic form (PDF format) for one review to be performed by the City.
2. PACE will provide a final pipe assessment report in electronic form (PDF format) based on the City's review initial review comments.
3. PACE will provide the City with a database in GIS that includes all data of each of the anomalies analyzed.
4. PACE will provide a final presentation in PowerPoint format.

END OF SCOPE OF WORK

DRAFT

PACE Engineers

Project Budget Worksheet - 2024

Project Name: **Tukwila Stormwater System Assessment**  
 Project #:   
 Billing Group #:

Location: **Tukwila, WA**  
 Task #:

Prepared By: **JF**  
 Date: **9/24/2024**

Drawing/Task Title	Labor Code	Labor Hours by Classification										Hour Total	Dollar Total
		10	13	18	67	118							
		\$272	\$222	\$136	\$194	\$151	\$10,000						
Job Title	Principal Engineer	Sr. Project Engineer	Jr. Engineering Staff	Sr. GIS Analyst	Sr. Project Administrator	Project Management Reserve							
<b>Task 1-Project Management</b>													
Project Management Reserve		20				1						20.0	\$5,440.00
<b>Task 2-Development of Bidding Documents/Bidding Support</b>													
Documents/Bidding Support		8	16		4	16						44.0	\$8,920.00
<b>Task 3-Contract Administration</b>													
Contract Administration		4	16	16								36.0	\$6,816.00
<b>Task 4-Inspection Review and Recommendation of Repair/Replacement</b>													
Inspection Review and Recommendation of Repair/Replacement		20	24	170	8	32						254.0	\$40,272.00
Hours Total		52.0	56.0	186.0	12.0	48.0	1.0					355.0	
Labor Total		\$14,144	\$12,432	\$25,296	\$2,328	\$7,248	\$10,000						\$71,448.00

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Project Administration (enter estimated months)	\$60.00	6	\$360.00
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
<b>Total</b>			<b>\$360.00</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	\$71,448.00
Reimbursable Expenses	\$360.00
Subconsultants	
<b>Total Project Budget</b>	<b>\$71,808.00</b>



## **INFORMATIONAL MEMORANDUM**

TO: **Transportation and Infrastructure Committee**  
 FROM: **Pete Mayer, Interim Public Works Director**  
 BY: **Cyndy Knighton, Senior Program Manager – Transportation**  
 CC: **Thomas McLeod, Mayor**  
 DATE: **January 24, 2025**  
 SUBJECT: **Southcenter Boulevard/65th Ave S Signal Project**  
**Project No. 91610411**  
**Right-of-Way Acquisition**

### **ISSUE**

Briefing on Right-of-Way acquisition for the Southcenter Boulevard/65<sup>th</sup> Avenue S Signal Project.

### **BACKGROUND**

Final design for the new signal at Southcenter Boulevard at 65<sup>th</sup> Avenue S is underway. During the design, it was discovered that the existing sidewalks on 65<sup>th</sup> Avenue S (the north side of the intersection) have minor incursions into the privately owned parcels. Staff were unable to determine when the sidewalks were constructed or who built them. The two parcels are owned by Gerald Schneider and the Cowlitz Indian Tribe. The oldest buildings on the parcels were constructed in the 1970s and it is possible that the sidewalks were constructed as part of the frontage improvements during the initial development. It is known that the current sidewalks have existed since at least 1998 in their current configuration.

### **DISCUSSION**

The purchase of the land for Right-of-Way (ROW) as well as the temporary easement rights are both compensable. Staff plans to approach the two property owners with offers to purchase the slivers of land where the current sidewalk exists as well as additional areas where a temporary easement during construction is needed.

<b>Property Owner</b>	<b>ROW Area</b>	<b>Temporary Easement Area</b>
Cowlitz Indian Tribe	40sf	127sf
Schneider Homes	22sf	101 sf

It is hoped that both property owners will be amenable to the administrative offers as the impact on the properties is negligible. However, should one or both property owners be unwilling to sell, the City has the right to pursue other avenues to acquire the property up to and including condemnation. The attached draft ordinance would then be moved forward to Council for consideration.

### **FINANCIAL IMPACT**

Once a purchase price has been negotiated and accepted, the funds will come out of the CIP project budget. The current estimated value of the ROW acquisition and temporary easement compensation is around \$2,300.

### **RECOMMENDATION**

Discussion Only.

### **ATTACHMENTS**

Draft Ordinance for Acquisition

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF INTERESTS IN LAND FOR THE PURPOSE OF COMPLETING THE SOUTHCENTER BOULEVARD/65TH AVENUE S SIGNAL PROJECT; PROVIDING FOR CONDEMNATION, APPROPRIATION, TAKING OF LAND AND PROPERTY RIGHTS NECESSARY THEREFORE; PROVIDING FOR PAYMENT THEREOF AND DIRECTING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW AND FOR SAID CONDEMNATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on November 15, 2016, the City awarded Contract 16-164 to Perteet, Incorporated to conduct a safety analysis and develop conceptual engineering for improvements at the Southcenter Boulevard/65<sup>th</sup> Avenue S intersection; and

**WHEREAS**, on February 16, 2017, the City was presented with a technical memorandum, known as a Signal Warrant Analysis, for two intersections on Southcenter Boulevard, 65<sup>th</sup> Avenue S and 62<sup>nd</sup> Avenue S, indicating that signalization at both intersections was warranted, with a recommendation to signalize the 65<sup>th</sup> Avenue S intersection; and

**WHEREAS**, on December 7, 2020, the City Council adopted the 2021-2026 Capital Improvement Program (CIP), by Resolution No. 2010, which added the Southcenter Boulevard/65<sup>th</sup> Avenue S Intersection project; and

**WHEREAS**, on December 4, 2023, the City Council awarded design Contract 23-180 to KPG Psomas Inc., to begin design on the Southcenter Boulevard/65<sup>th</sup> Avenue S Intersection for design of a new traffic signal; and

**WHEREAS**, the City Council has found that the public health, safety, necessity and convenience demand that the Southcenter Boulevard/65<sup>th</sup> Avenue S Intersection Project be undertaken at this time, and that in order to carry out the Project it is necessary at this time for the City to acquire interests and rights to the property described herein; and



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

**Section 1.** A portion of the land and property rights within the City of Tukwila, King County, Washington, commonly known as 6510 Southcenter Boulevard, Tukwila, Washington 98188, and further described in the attached Exhibits A and B, are necessary for construction of the Southcenter Boulevard/65<sup>th</sup> Avenue S Signal Project (“the Project”) described above, subject to making or paying just compensation to the owners thereof in the manner provided by law.

**Section 2.** A portion of the land and property rights within the City of Tukwila, King County, Washington, commonly known as 15455 65<sup>th</sup> Avenue S, Tukwila, Washington 98188, and further described in the attached Exhibits C and D are necessary for construction of the Project described above, subject to making or paying just compensation to the owners thereof in the manner provided by law.

**Section 3.** The City of Tukwila specifically finds construction of the Project to be a public use, specifically the construction of a new traffic signal to control vehicles entering the intersection in a safe and efficient manner, and to provide a safe crossing for transit riders using the bus stop at the south side of intersection. The City Council specifically finds construction of the Project to be necessary, and in the best interests of its citizens.

**Section 4.** The cost and expense of acquiring said property rights shall be paid from the general funds of the City of Tukwila and from other monies applicable thereto that the City may have available or may obtain. The Director of the Public Works Department or designee is hereby authorized to negotiate with and make offers to the owners of said land or property for the purposes of making or paying just compensation, and to approve the payment of just compensation as negotiated with said owners or as ordered by the Court.

**Section 5.** In the absence of negotiated purchases with the affected property owners, the City Attorney is hereby authorized and directed to undertake proceedings provided by law to condemn, appropriate, and take the property necessary to carry out the provisions of this ordinance. The City Attorney is further authorized to approve and enter into any and all such agreements, stipulations, and orders necessary to carry out the provisions of this ordinance, including for the payment of just compensation as agreed to with the property owners, or as ordered by the Court.

**Section 6. Corrections by City Clerk or Code Reviser Authorized.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 7. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

**Section 8. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Andy Youn-Barnett, CMC, City Clerk

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

APPROVED AS TO FORM BY:

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

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

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

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

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

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

- Attachments: Exhibit A – Parcel No. 000320-0010 Legal Description  
Exhibit B – Parcel No. 000320-0010 Map – Right of Way Acquisition  
Exhibit C – Parcel No. 000320-0004 Legal Description  
Exhibit D – Parcel No. 000320-0004 Map – Right of Way Acquisition

**EXHIBIT A**  
**PARCEL NO. 000320-0010**  
**RIGHT OF WAY ACQUISITION**

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 65<sup>TH</sup> AVE SOUTH AND THE NORTHERLY MARGIN OF SOUTHCENTER BOULEVARD;  
THENCE NORTH 11° 14' 15" WEST ALONG SAID EASTERLY MARGIN, 15.00 FEET;  
THENCE SOUTH 22° 32' 51" EAST, 15.30 FEET TO SAID NORTHERLY MARGIN OF SOUTHCENTER BOULEVARD, THENCE SOUTH 78° 45' 45" WEST ALONG SAID NORTHERLY MARGIN 3.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 22 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 0278057-16, DATED AUGUST 13, 2024)

THAT PORTION OF THE WILLIAM H. GILLIAM DONATION LAND CLAIM NO. 40 IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF BLUFF STREET (65<sup>TH</sup> AVENUE SOUTH), AS CONVEYED TO KING COUNTY, WASHINGTON, BY DEED RECORDED UNDER RECORDING NO. 480377, AND LYING WESTERLY OF THE SOUTHERLY EXTENSION OF SAID WESTERLY MARGIN EXTENDED TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF MACADAM ROAD (NOW VACATED) AND LYING WESTERLY OF THE SOUTHWESTERLY MARGIN OF SAID MACADAM ROAD, AND LYING NORTHERLY OF THE NORTHERLY MARGIN OF THE RENTON-THREE TREE POINT ROAD NO. 2649 (SOUTHCENTER BOULEVARD), AND LYING EASTERLY OF THE EASTERLY MARGIN OF A STRIP OF LAND 50 FEET IN WIDTH AS AWARDED TO THE CITY OF TUKWILA BY DECREE OF APPROPRIATION ENTERED IN KING COUNTY SUPERIOR COURT CASE NO. 739211 AND AS CONVEYED TO THE CITY OF TUKWILA BY DEED RECORDED UNDER RECORDING NO. 7201070395, AND LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT PORTION OF THE SAID WILLIAM H. GILLIAM DONATION LAND CLAIM NO. 40, AS CONVEYED TO FOREMOST DAIRIES, INC., BY DEED RECORDED UNDER RECORDING NO. 5088181;

TOGETHER WITH THAT PORTION OF VACATED MACADAM ROAD ADJOINING, WHICH WOULD ATTACH BY OPERATION OF LAW.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



Exhibit B

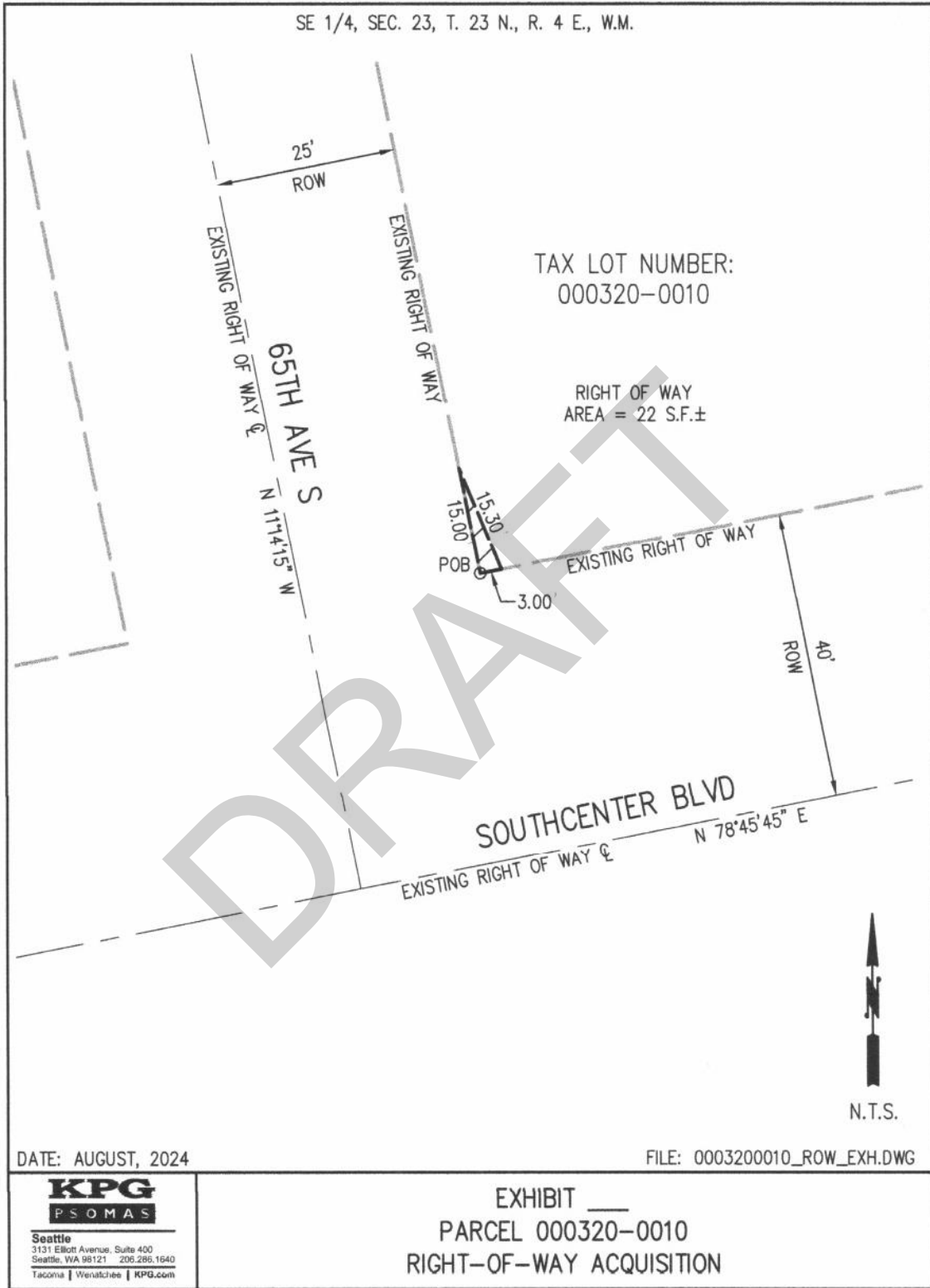


EXHIBIT C

**PARCEL NO. 000320-0004  
RIGHT OF WAY ACQUISITION**

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF SOUTHCENTER BOULEVARD AND THE WESTERLY MARGIN OF 65<sup>TH</sup> AVE SOUTH;  
THENCE NORTH 11° 14' 15" WEST ALONG SAID WESTERLY MARGIN, 20.00 FEET;  
THENCE SOUTH 00° 04' 21" WEST, 20.40 FEET TO SAID NORTHERLY MARGIN OF SOUTHCENTER BOULEVARD;  
THENCE NORTH 78° 45' 45" EAST ALONG SAID NORTHERLY MARGIN, 4.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 40 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 0278056-16, DATED AUGUST 13, 2024)

THAT PORTION OF THE WM. H. GILLIAM DONATION CLAIM NO. 40 IN TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF THE RENTON-THREE TREE POINT ROAD NO. 2649 AT ITS INTERSECTION WITH THE WEST LINE OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING ENGINEER'S STATION 135+29.92 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 00°11'42" EAST 2044.06 FEET;  
THENCE SOUTH 84°51'48" EAST 1647.24 FEET;  
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 955.37 FEET, 360.00 FEET;  
THENCE SOUTH 63°15'48" EAST 359.18 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 5729.65 FEET, 370.00 FEET;  
THENCE SOUTH 66°57'48" EAST 1162.53 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 716.34 FEET, 442.40 FEET;  
THENCE NORTH 77°38'42" EAST 201.68 FEET;  
THENCE LEAVING SAID CENTERLINE OF SAID ROAD AND RUNNING NORTH 01°14'00" EAST 272.03 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00°14'00" WEST 87.94 FEET, MORE OR LESS, TO THE NORTHWESTERLY MARGIN OF VACATED MACADAM ROAD;  
THENCE SOUTH 49°00'00" WEST ALONG SAID NORTHWESTERLY ROAD MARGIN 106.38 FEET;  
THENCE NORTH 00°14'00" EAST 312.55 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 17 OF THE INTERURBAN ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 55, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE SOUTH 89°09'00" EAST ALONG SAID SOUTH LINE OF SAID LOT 17, 219.27 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY MARGIN OF 65TH AVENUE SOUTH AS CONVEYED TO THE CITY OF TUWILA BY DEED RECORDED UNDER RECORDING NO. 7105100426;  
THENCE SOUTHEASTERLY ALONG SAID ROAD MARGIN 96.31 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 69°59'00" WEST;  
THENCE SOUTH 69°59'00" WEST 175.52 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF VACATED MACADAM ROAD ADJOINING, WHICH WOULD ATTACH BY OPERATION OF LAW;

TOGETHER WITH THAT PORTION OF LOT 17 OF THE INTERURBAN ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE(S) 55, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF RENTON-THREE TREE POINT ROAD NO. 2649 AND THE WEST LINE OF SAID SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING ENGINEER'S STATION 135+29.92 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 00°11'42" EAST, 2044.06 FEET;  
THENCE SOUTH 84°51'48" EAST 1647.24 FEET;  
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 955.37 FEET, 360 FEET;  
THENCE SOUTH 63°15'48" EAST 359.18 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 5729.65 FEET, 370 FEET;  
THENCE SOUTH 66°57'48" EAST 1162.53 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 716.34 FEET, 442.40 FEET; THENCE NORTH 77°38'42" EAST, 201.68 FEET;  
THENCE LEAVING SAID CENTERLINE OF SAID ROAD AND RUNNING NORTH 00°14'00" EAST 272.03 FEET;  
THENCE SOUTH 00°14'00" WEST, 87.94 FEET, MORE OR LESS, TO THE NORTHWESTERLY MARGIN OF VACATED MACADAM ROAD (ALSO KNOWN AS JAMES CLARK ROAD NO. 2);  
THENCE SOUTH 49°00'00" WEST ALONG SAID NORTHWESTERLY MARGIN 106.38 FEET;  
THENCE NORTH 00°14'00" EAST, 312.55 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 17 IN SAID INTERURBAN ADDITION AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 00°14'00" EAST, 150 FEET;  
THENCE SOUTH 88°24'47" EAST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 17, 170 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF 65TH AVENUE SOUTH;  
THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE SOUTHEAST CORNER OF SAID LOT 17;  
THENCE NORTH 89°09'00" WEST ALONG THE SOUTH LINE OF LOT 17 TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE WM. H. GILLIAM DONATION CLAIM NO. 40 IN SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE RENTON THREE TREE POINT ROAD NO. 2649 (SOUTHCENTER BOULEVARD) AND LYING SOUTHERLY AND SOUTHEASTERLY OF VACATED MACADAM ROAD AND LYING WESTERLY OF 65TH AVENUE SOUTH AS CONVEYED TO THE CITY OF TUKWILA BY DEED RECORDED UNDER RECORDING NO. 7105100426, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SOUTHERLY HALF OF SAID VACATED MACADAM ROAD ADJOINING OR ABUTTING THEREON, AS VACATED BY THE CITY OF TUKWILA ORDINANCE NO. 671, RECORDED UNDER RECORDING NO. 7108120429, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW;

TOGETHER WITH THAT PORTION OF THE WM. H. GILLIAM DONATION CLAIM NO. 40 IN SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF THE RENTON-THREE TREE POINT ROAD NO. 2649 (SOUTHCENTER BOULEVARD) AT ITS INTERSECTION WITH THE WEST LINE OF SAID SECTION 23, SAID POINT BEING ENGINEER'S STATION 135+29.92 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 00°11'42" EAST 2044.06 FEET;  
THENCE SOUTH 84°51'48" EAST 1647.24 FEET;  
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 955.37 FEET, A DISTANCE OF 360.00 FEET;  
THENCE SOUTH 63°15'48" EAST 359.18 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 5729.65 FEET, A DISTANCE OF 370.00 FEET;  
THENCE SOUTH 66°57'48" EAST 1162.53 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 716.34 FEET, A DISTANCE OF 442.40 FEET;  
THENCE NORTH 77°38'42" EAST 201.68 FEET;  
THENCE LEAVING SAID CENTER LINE OF ROAD, NORTH 00°14'00" EAST 272.03 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 69°59'00" EAST 165.00 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF 65TH AVENUE SOUTH AS CONVEYED TO THE CITY OF TUKWILA BY DEED RECORDED UNDER RECORDING NO. 7201070395;  
THENCE SOUTHEASTERLY, ALONG SAID WESTERLY MARGIN, TO THE NORTHERLY MARGIN OF VACATED MACADAM ROAD;  
THENCE WESTERLY AND SOUTHWESTERLY, ALONG SAID NORTHERLY MARGIN, 200.00 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 00°14'00" EAST;  
THENCE NORTH 00°14'00" EAST 96.21 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

Exhibit B

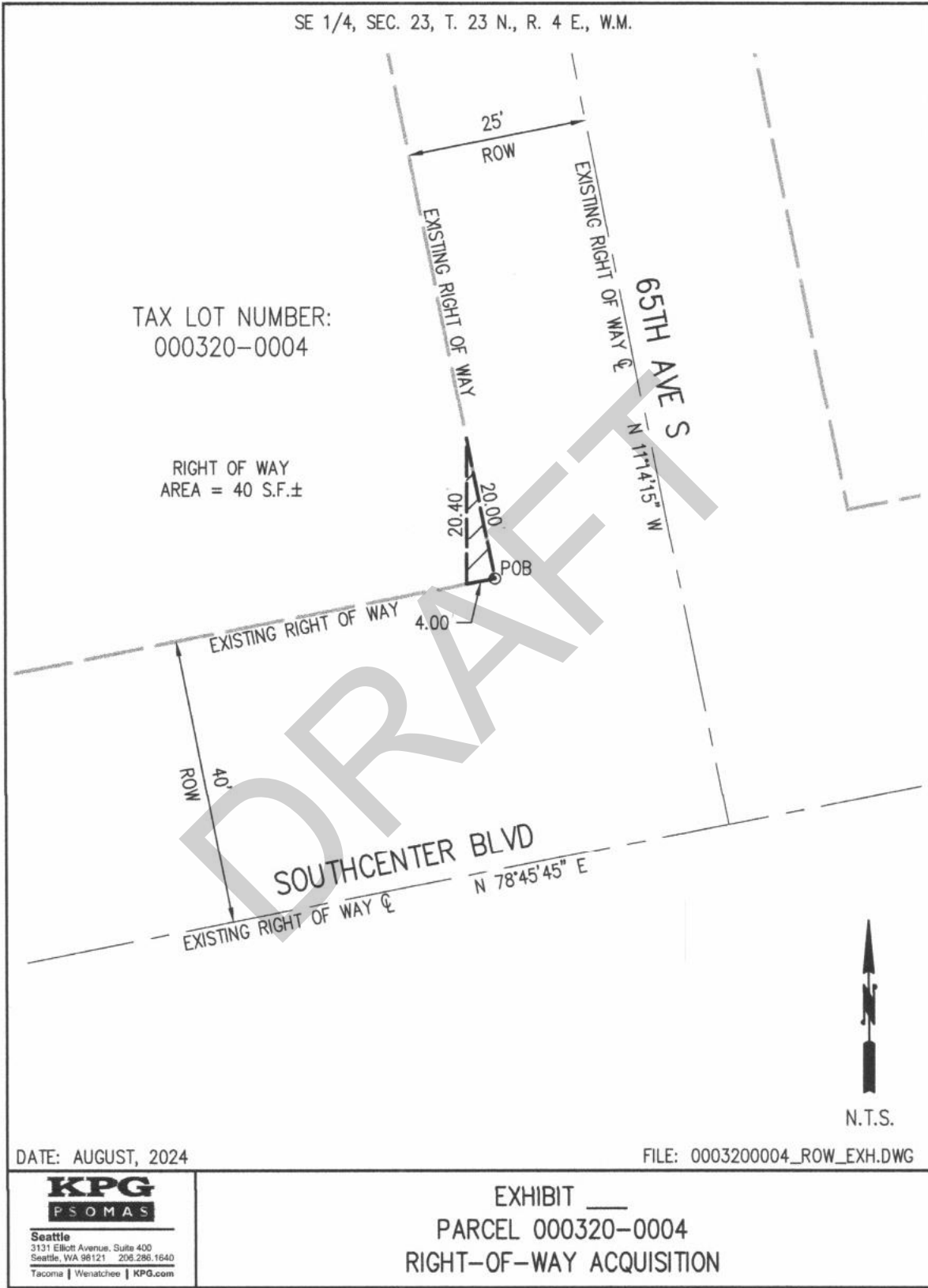
TOGETHER WITH THAT PORTION OF THE NORTHERLY HALF OF SAID VACATED MACADAM ROAD ADJOINING OR ABUTTING THEREON, AS VACATED BY THE CITY OF TUKWILA ORDINANCE NO. 671, RECORDED UNDER RECORDING NO. 7108120429, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW;

(BEING ALSO KNOWN AS THE "NEW PARCEL" OF CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO. L22-0025, RECORDED UNDER RECORDING NO. 20230417900005, RECORDS OF KING COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



EXHIBIT D





# EXHIBIT B

