



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Matthew Austin, Parks Operations & Maintenance Superintendent**
BY: **David Rosen, Parks & Recreation Fiscal Analyst**

DATE: **May 5, 2025**

SUBJECT: **Contract Approval: S 116th St Parcel Trail Access Project**

ISSUE

The City of Tukwila Parks and Recreation Department seeks to award a contract for completion of proposed improvements at the S 116th St Parcel. This contract, totaling \$152,316.24, is in an amount that requires full City Council approval before the Mayor may execute it.

BACKGROUND

The S 116th St Parcel, identified most precisely as King County Parcel #0733000225, was acquired by the City of Tukwila in late 2019. The parcel provides shoreline views of the Duwamish River with 160 feet of waterfront footage and borders the Green River Trail on its western boundary immediately before the trail passes under the bridge at E Marginal Way S. The parcel measures approximately 0.75 acres (32,826 sq. ft) with no recorded nuisances, designations, and/or unbuildable or restrictive size shape indicators. In 2021, the City of Tukwila was issued a demolition permit for structures and foundations on site, backfilling to grade, and the capping of utilities. In 2024 and 2025, parks staff began planning and design work to determine potential improvements to the parcel.

DISCUSSION

The intended usage for the parcel is as a passive recreation site for community members to enjoy the Duwamish River and to provide greater public access and amenities for current and potential Green River Trail users. Proposed improvements include, but are not limited to, the installation of new native plantings, walking paths, benches, picnic tables, interpretive signage, and bicycle parking. In addition to the work included in this contract, habitat restoration will be taking place on site once capital improvements are completed. This project will provide Green River Trail users and other community members a nature-oriented site to gather and enjoy the Duwamish River or take a break from activities on the Green River Trail.

FINANCIAL IMPACT

This project is budgeted for as part of the City of Tukwila 2025 – 2030 Capital Improvement Plan. This project will be paid for out of the Land Acquisition, Recreation, and Park Development (301) Fund. Therefore, no General Fund inflows or outflows will be created by this project.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward the proposed Contract for Services to the May 12th Committee of the Whole and subsequent May 19th Consent Agenda.

ATTACHMENTS

- A --- Proposed Contract for Services + Exhibits: Evergreen Asphalt & Concrete
- B --- Tukwila iMap – Parcel 0733000225
- C --- S 116th St Parcel Initial Design Concept Package (*Not Final Design*)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Evergreen Asphalt & Concrete, Inc.**, hereinafter referred to as "the Contractor," whose principal office is located at **27204 SE Kent Kangley Road, Ravensdale, WA 98051**.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$152,316.24** at a rate **described in attached Proposal 10492 (Serving as Exhibit B)**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **May 19th, 2025**, and ending **December 31st, 2025**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

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

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

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

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

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

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating

of not less than A: VII.

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

8. Record Keeping and Reporting.

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

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

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

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

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

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

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

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

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

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

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

DATED this 5th day of May, 2025.

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

***** Contractor signature to be obtained by
sponsor staff. *****

CITY OF TUKWILA

CONTRACTOR:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Address: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

SCOPE OF WORK

S 116th St Parcel

Project Name

S 116th Parcel passive Park improvements

Project Description

The South 116th St Parcel is a .75 acre property that was acquired by the city in 2019. The park was acquired with the intention of creating a passive off trail respite along the Green River Trail. The site overlooks the river bank and has a direct view of Grandmother hill, as it was known to the Coast Salish People. The project will consist of installation of gravel walkways and paved surfacing to allow for a respite off of the green river trail.

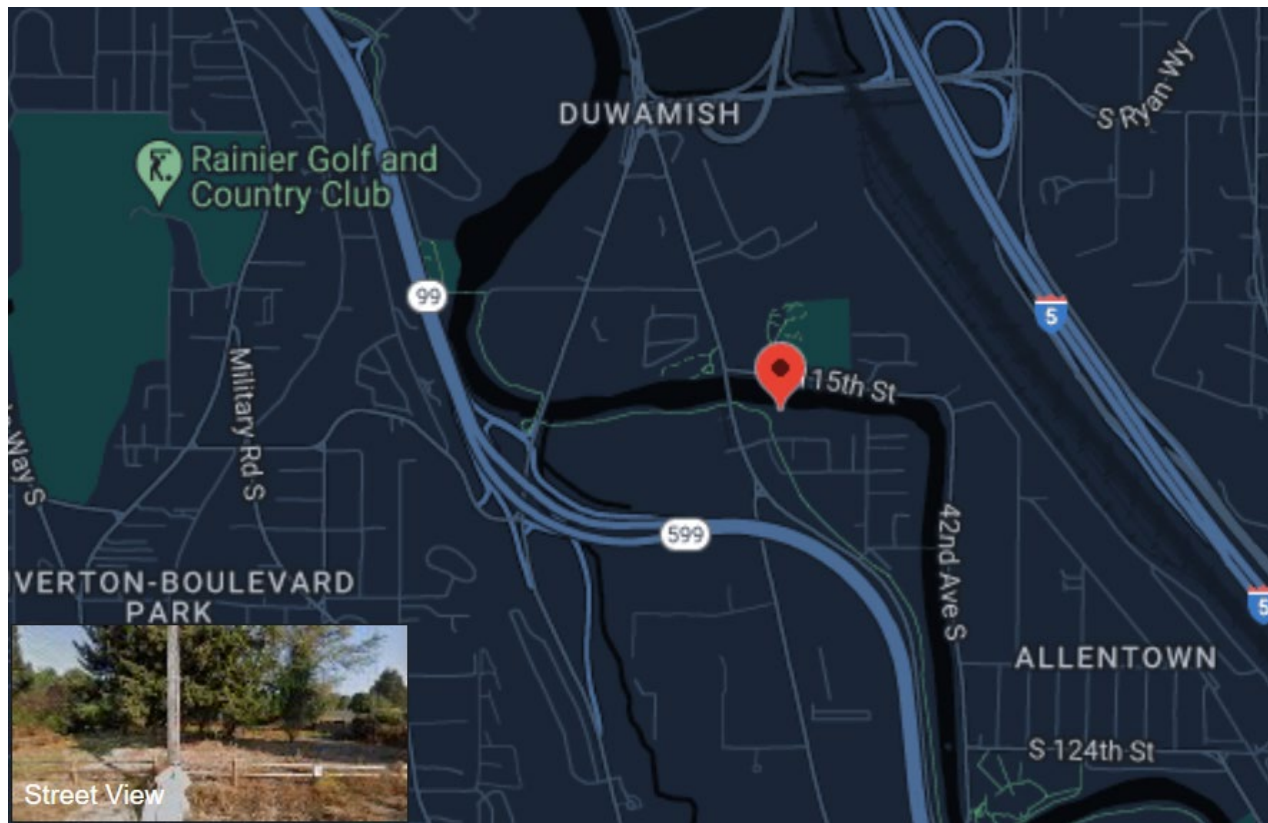
Scope of Work

- All utility locates and permits are the responsibility of the contractor
- Remove all debris from activities.
- Minimize heavy equipment operation around the critical root zone(CRZ) of work site trees
- Contractor will furnish all labor and materials needed to complete the work.

Chapter 39.12 RCW requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. This includes Public works (RCW 39.04. 010)

Exhibit A

Project Location



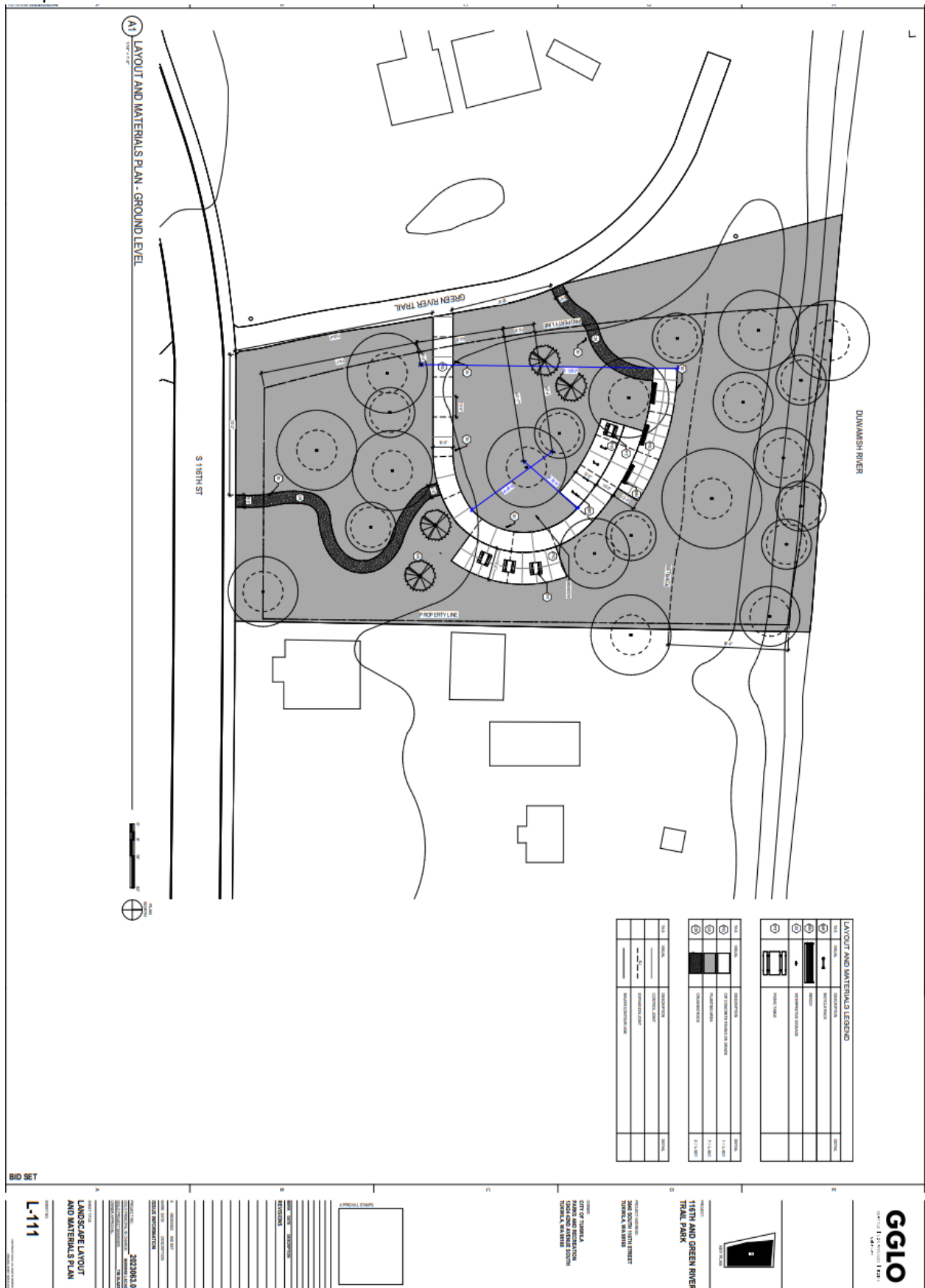
<https://maps.app.goo.gl/VDeAHjGefSFkcv8t6>

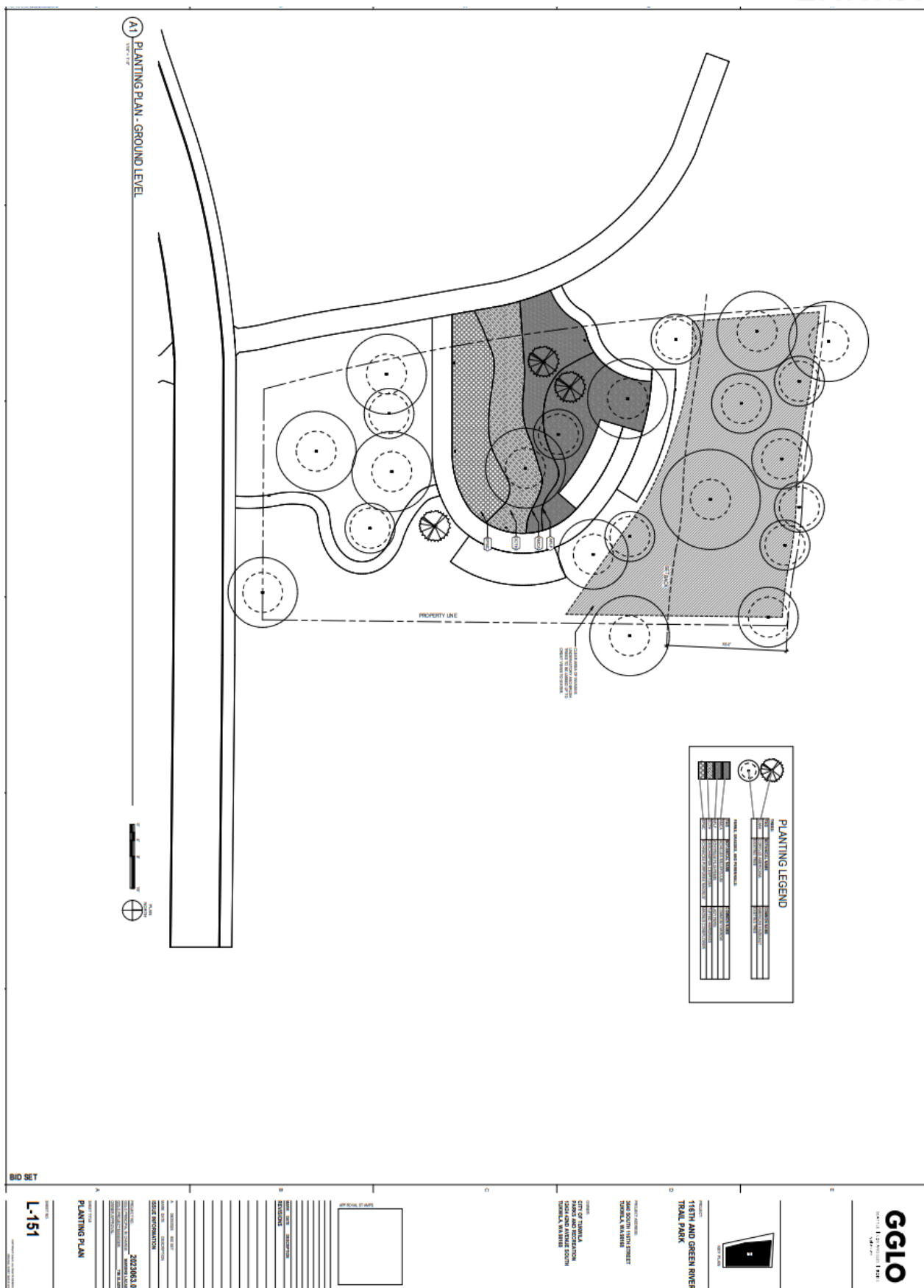
Work Specifications

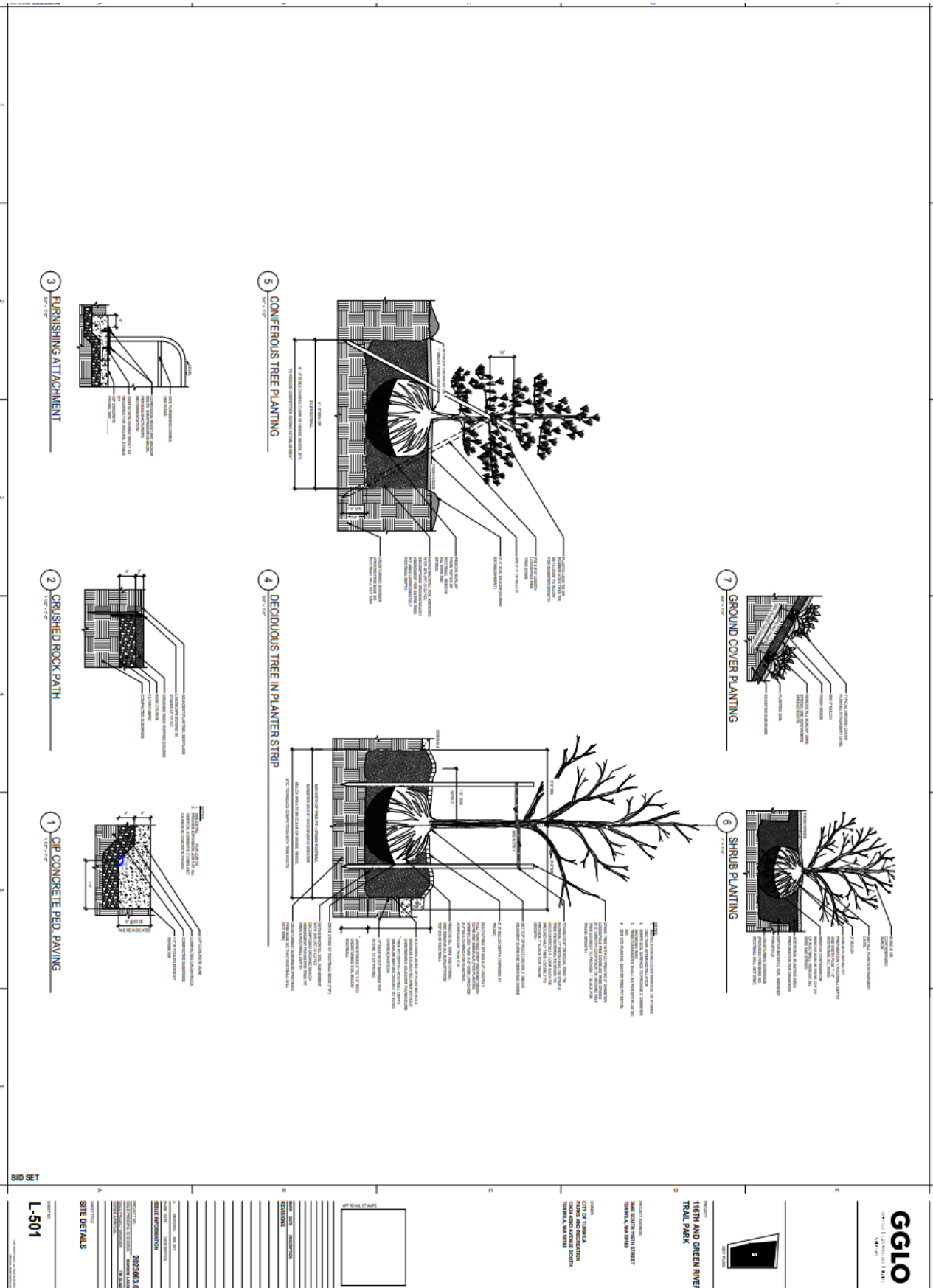
- Installation of Paved and unpaved surfaces with minimal ground disturbances outside of the work zone.
- Work within the Critical Root Zone(CRZ) will require tree protection and measures in place to mitigate risk to damaging trees. As outlined in the tree protection plan
- Contractor will furnish all labor and materials to complete the work .
- Installation shall be in compliance with page L-501 of the Site Details sheet .
- Contractor will work with the city for appropriate signage and notification.
- Any potential changes to the site plan must be communicated in advance of installation.
- Contractor should provided realistic timelines site work to ensure project timelines are met.

Project Plans

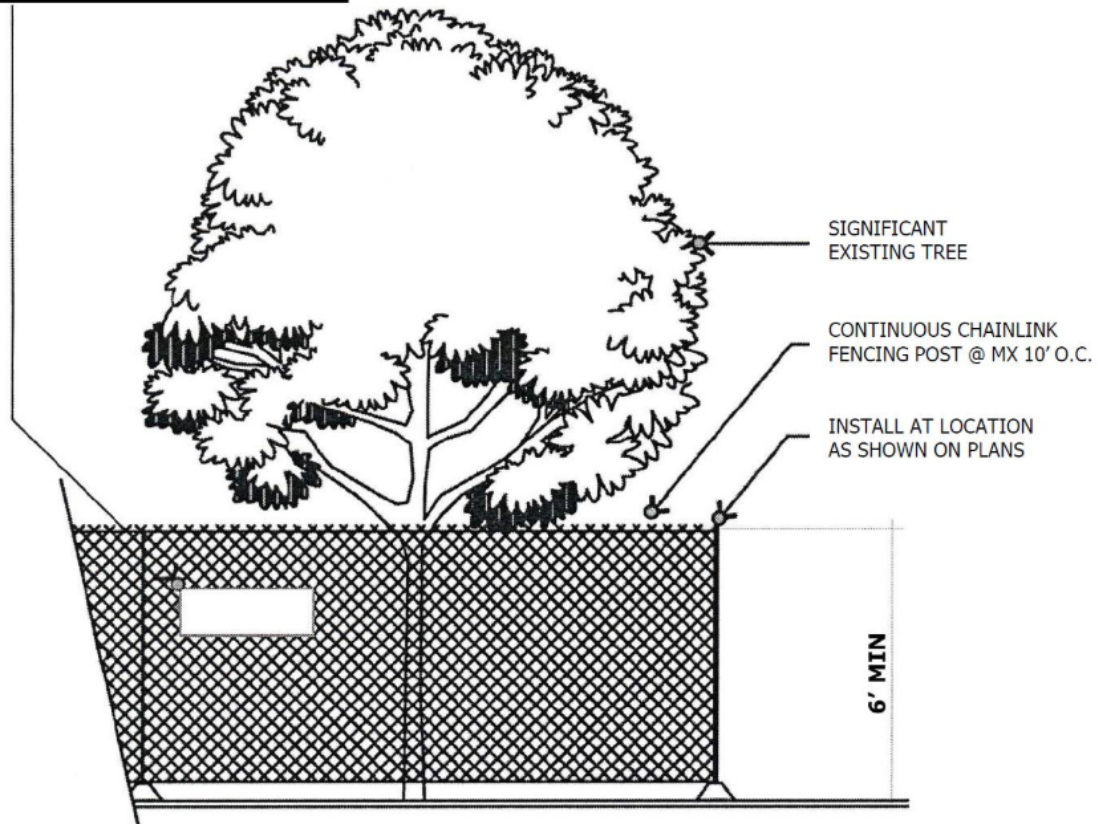
Samples found below.







Tree Protection Area, Entrance Prohibited
To report violations contact
City Code Enforcement
At (206) 431-3671



1. MINIMUM SIX (6) FOOT HIGH TEMPORARY CHAINLINK FENCE SHALL BE PLACED AT THE CRITICAL ROOT ZONE OR DESIGNATED LIMIT OF DISTURBANCE OF THE TREE TO BE SAVED. FENCE SHALL COMPLETELY ENCIRCLE TREE(S). INSTALL FENCE POSTS USING PIER BLOCK ONLY. AVOID POST OR STAKES INTO MAJOR ROOTS. MODIFICATIONS TO FENCING MATERIAL AND LOCATION MUST BE APPROVED BY PLANNING OFFICIAL.
2. TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION: FOR ROOTS OVER ONE (1) INCH DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING AND COVERED WITH SOIL AS SOON AS POSSIBLE.
3. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING. FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE CITY PLANNING OFFICIAL. WORK WITHIN PROTECTION FENCE SHALL BE DONE MANUALLY UNDER THE SUPERVISION OF THE ON-SITE ARBORIST AND WITH PRIOR APPROVAL BY THE CITY PLANNING OFFICIAL.
4. FENCING SIGNAGE AS DETAILED ABOVE MUST BE POSTED EVERY FIFTEEN (15) FEET ALONG THE FENCE.



TREE PROTECTION FENCING DETAIL

CITY OF
TUKWILA



Evergreen Asphalt
& Concrete, Inc.

Fax: 253 639-3779
P.O. Box 867
Ravensdale, WA
98051



Exhibit B PROPOSAL

Date	Proposal#
11/11/2024	10492

PROPOSAL SUBMITTED TO:

City of Tukwila
13900 Interurban Avenue South
Tukwila, WA 98168

TERMS	SUBMITTE...	JOB ADDRESS
Net 30	DEV	

Qty	Description	Rate	Total
1	Green River Trail Park Supply and Install Concrete as per plan L-111 All Landscape Dirt/Waste left on site	112,968.00	112,968.00T
1	Supply and Install new crushed rock as per plan L-111 Edging provided by COT and installed by EAC All Landscape Dirt/Waste left on site	19,375.00	19,375.00T
1	Install Site Furniture provided by COT	5,875.00	5,875.00T
NOTES: Permits if needed not included Erosion Control by others Prevailing wage included All Landscape planting and soil restoration done by COT			

Due to extreme market volatility all prices and availability are subejct to change without notice. Work to be scheduled on first come first serve basis according to approval date

Sales Tax (10.2%) \$14,098.24

Total \$152,316.24

The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. 100% Payment is due within 30 days. 1.5% PER MONTH SERVICE CHARGE ON ALL PAST DUE ACCOUNTS. IN THE EVENT LEGAL ACTION IS TAKEN TO COLLECT ANY AMOUNTS DUE, YOU AGREE TO PAY ALL LEGAL FEES & EXPENSES. THIS QUOTATION IS ONLY VALID FOR 10 (10) DAYS.

Signature _____

Phone #
425 584-7890

E-mail:	Web Site:
evergreen.shane@comcast.net	Evergreenasphalt.com

City of Tukwila S 116th St Parcel Trail Access Project



5/5/2025, 3:35:27 PM

Parcel Parcel Street

1:2,257
0 0.01 0.03 0.05 mi
0 0.02 0.04 0.08 km

City of Tukwila, King County, Pictometry International Corp., King County
David Rosen
City of Tukwila

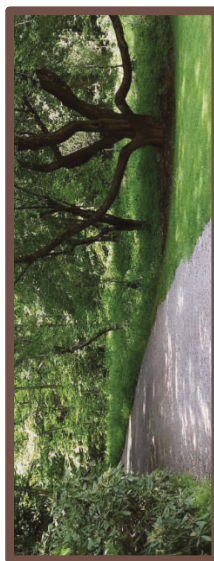
116TH AND GREEN RIVER TRAIL PARK



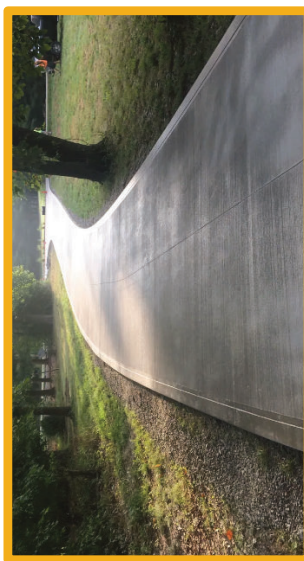
Site plan for the Downtown Riverfront area, showing the layout and materials plan for the ground level. The plan includes a yellow highlighted area on the left, a green area with a winding path, and a red dot on the right. The plan is bounded by S 116TH ST on the right and GREEN RIVER TRAIL on the bottom. A scale bar and north arrow are in the top right corner.

LAYOUT AND MATERIALS LEGEND			
NO.	SYMBOL	DESCRIPTION	QTY.
1		1/2" THICK CONCRETE	11.0000
2		1/2" THICK CONCRETE	11.0000
3		1/2" THICK CONCRETE	211.0000

- RIVER SETBACK
- PLANTING AREAS
- CONCRETE PATHWAY
- CRUSHED ROCK FILL
- INTERPRETIVE SIGN



CRUSHED ROCK PATH



CONCRETE WALKWAY



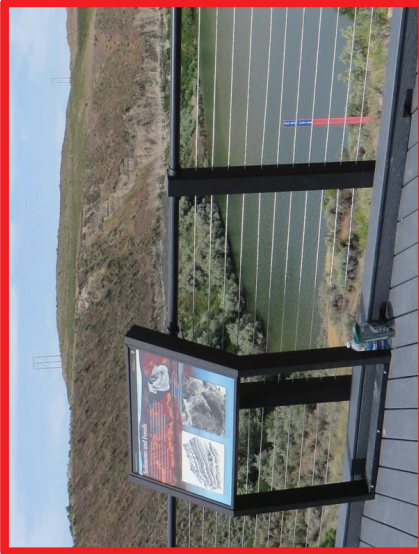
BENCHES



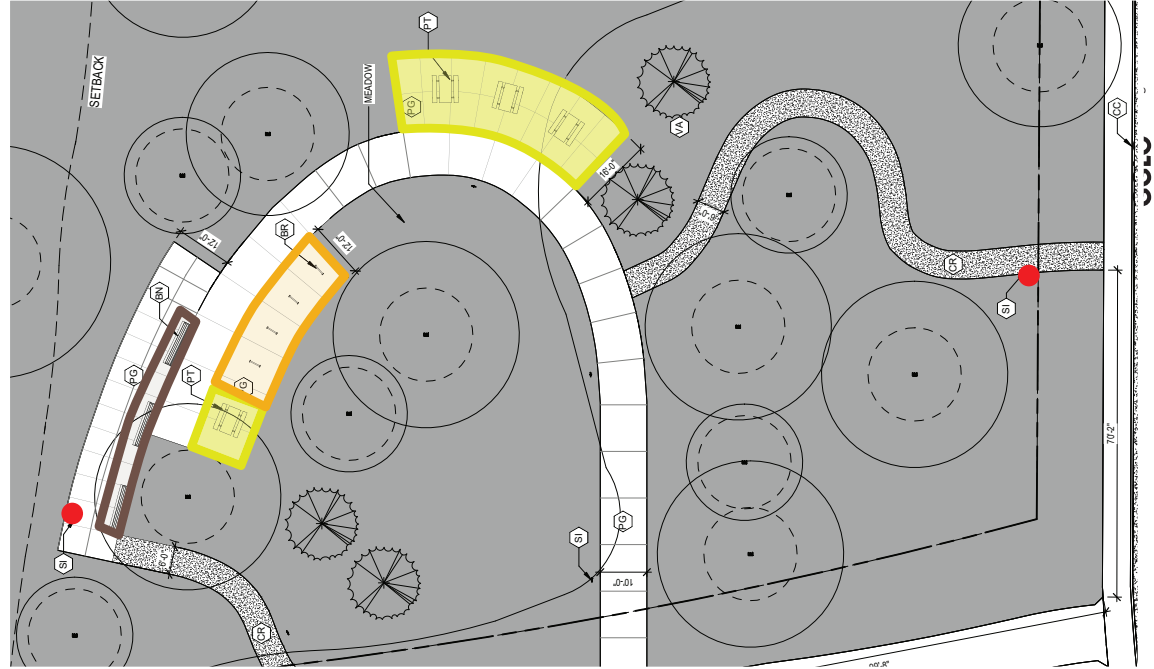
BICYCLE PARKING



PICNIC TABLES

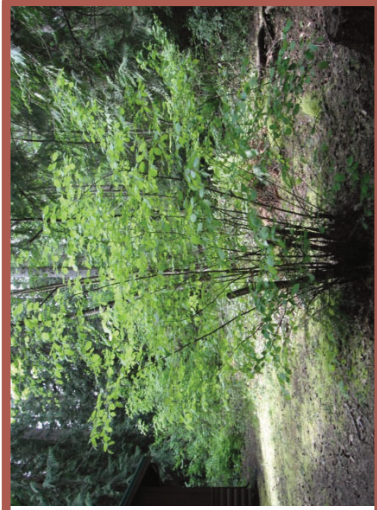


INTERPRETIVE SIGNAGE





CORYLUS CORNUTA - BEAKED HAZELNUT



ATHYRIUM FILI-FEMIN - LADY FERN



ACHILLEA MILLEFOLIUM - COMMON YARROW



ECHINACEA PURPUREA 'MAGNUS'
- MAGNUS CONEFLOWER



DECHAMPSIA CESPITOSA - TUFTED HAIRGRASS

