



TO: **Transportation and Infrastructure Services Committee**
FROM: **Pete Mayer, Interim Public Works Director**
BY: **Adam Cox, Interim Traffic Engineer**
CC: **Mayor Thomas McLeod**
DATE: **May 23, 2025**
SUBJECT: **65th Ave & Southcenter Blvd Signal Improvements**
Project No. 91610411
King County Metro Contract

ISSUE

Enter into an agreement for services and construction with King County Metro for the construction cost sharing to upgrade the bus stop at the intersection.

BACKGROUND

In July 2024, Psomas began coordination design work with King County Metro on an improvement to the bus stop located on the south side of Southcenter Blvd and 65th Ave intersection. Negotiations between Tukwila staff and King County Metro resulted in the attached contract.

DISCUSSION

The cost to upgrade the bus stop is split between King County Metro and Tukwila. With the current bus stop configuration, the bus blocks the crosswalk when it picks up or drops off riders. The new designed bus stop will allow the passengers to board and depart when the bus is stopped at the signal. The bus stop will also allow pedestrians access to the crosswalk when the bus/traffic is stopped.

FINANCIAL IMPACT

The total cost to construct the bus stop is \$363,842.50 based on the design costs, contractor's bid submittal, 5% contingency, and 20% construction management. The contracted reimbursement amount from King County Metro is \$216,252. The remaining \$147,590.22 will be grant awarded by the Transportation Improvement Board (TIB).

Metro Bus Stop Improvements	
TIB Grant	\$147,590.22
<u>King County Metro</u>	<u>\$216,252.28</u>
Total	\$363,842.50

RECOMMENDATION

Council is being asked to authorize the Mayor to execute the contract, pending legal review, and consider this item at the June 02, 2025 Regular Meeting on the Consent Agenda.

Attachments:

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DRAFT King County Metro Agreement for Services and Construction

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2025 to 2030

PROJECT:	Southcenter Blvd/65th Ave S Signal					Project #	92110402	
Project Manager	Cyndy Knighton				Department	Arterial Streets		
DESCRIPTION:	Design and construct a traffic signal at the Southcenter Boulevard/65th Avenue S intersection.							
JUSTIFICATION:	The intersection experiences significant delay for southbound left turn movements during the PM Peak Hour. Signal warrants have been met.							
STATUS:	Design underway in 2024							
MAINTENANCE IMPACT:	Streets responsible for annual signal maintenance and operation.							
COMMENT:	Project on Traffic Impact Fee list.							
FINANCIAL (in thousands)	2025	2026	2027	2028	2029	2030	Beyond	TOTAL
Project Costs								
Project Mgmt (Staff Time/Cost)	\$ 26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26
Construction Mgmt.	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Construction	\$ 904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 904
Contingency	\$ 118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118
Total Project Costs	\$ 1,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,208
Project Funding								
Awarded Grant	\$ 782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 782
Fund Balance	\$ 426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426
Total Project Funding	\$ 1,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,208

FUNDING AGREEMENT

This Agreement (Agreement) is made by and between the City of Tukwila (“City”) ~~AND~~ and King County, a political subdivision of the State of Washington, a home rule charter county, and legal successor in interest to the Metropolitan Municipality of Seattle, which provides a regional system of public transportation pursuant to Chapter 35.58 RCW, Chapter 36.56 RCW, and other authorities (the “County” or “Metro”). These entities may be referred to individually as “Party” or collectively as the “Parties.”

RECITALS

- A. The City ~~of Tukwila~~ is making roadway and signal improvements at the intersection of Southcenter Blvd and 65th Ave S. This project is directly adjacent to RapidRide bus stop #58104, which serves Route 150 and Rapid Ride F Line.
- B. Bus stop #58104 currently provides front door service only and requires buses to block a crosswalk while serving transit customers. The existing design does not align with Metro’s Transit Facilities Guidelines and lacks sufficient lighting for visibility, especially in the early morning and evenings.
- C. Metro provides lighting at bus stops, especially those with shelters, to address safety concerns for transit riders.
- D. Metro has requested that the City make transit infrastructure improvements to bus stop #58104 as part of the City’s roadway and signal improvement project, including an extension to the existing loading zone and a hardwired power connection to facilitate shelter lighting.
- E. Providing a hard-wired power connection to bus stop #58104 requires connecting to a Puget Sound Energy (PSE) vault approximately 100 feet north of the shelter.
- F. Partnering to improve the bus loading zone and provide this hardwired power connection as part of improvements is cost-effective, sustainable, and avoids potential future construction disruptions.
- G. Upon completion of the design phase of the roadway and signal improvement project, the City will hire a contractor to construct the street improvements. Work outlined in this Agreement will be completed by that contractor.

NOW, THEREFORE, in consideration of the mutual promises and other undertakings by and between the Parties and set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Term

This Agreement shall take effect once executed by the Parties (“Effective Date”) and shall remain in effect until December 31, 2025. In addition, this Agreement also applies

to costs incurred and actions taken prior to the “Effective Date” that specifically fall within the terms of this Agreement.

2. **Responsibilities**

2.1. Metro Responsibilities

- i. Metro will reimburse the City up to a not-to-exceed dollar amount of \$216,252 for greater than >50% of the expenses incurred by the City to reconstruct existing bus stop #58104 and install a hardwired electrical connection for Metro bus shelter lighting. Please see **Attachment D** for a cost break down.
- ii. The specific elements required for this electrical connection are described in the finalized plan set (**Attachment A**), Schedule B Contractors Estimate (**Attachment B**), and Chapter 8.20 in the Special Provisions (**Attachment C**).
- iii. Upon written approval from the County, the contractor may change the project budget, within ten percent of the total budget, without requiring an official contract amendment.

2.2. City Responsibilities:

- i. The City will be responsible for completion of the work described in Attachment A and Schedule B of Attachment B (“Work”) all aspects of the work outlined in this Agreement and the all associated attachments, including design, permitting, and construction of the bus stop improvements and hardwired electrical connection.
- ii. The City will hire a consultant/contractor, an entity for which the City directs all Work.
- iii. During cConstruction of the Work, the will coordinate with Metro to allow Metro has the right to inspections and review of design, permits, and post construction inspection final built elements. Any comments Metro provides at each stage must be mutually resolved by the Parties within ten (10) business days.
- iv. Once the footings, conduit, handholes, and power pedestal are installed, the City will ensure the conductors between the SCL-PSE vault and the power pedestal have been installed.
- v. The conductors must City will ensure the conductors are be left coiled in the power pedestal, but a pull-tape connected to these conductors will be run through the conduit running between the power pedestal and the shelter footing.
- vi. The City will restore the concrete between the bus shelter at bus stop #58104 and the SCL-PSE vault after completing the hard-wired power connection.

~~vi.vii.~~ Within 30 days of completion of the Work, the City will submit ~~to Metro~~ an invoice for this Work to Metro. ~~The invoice will,~~ covering actual costs incurred and will provide documentation to Metro including receipts from licensed contractors for labor and materials purchased solely for the approved electrical construction work. The City labor costs for project oversight and administration will be excluded. Any project implementation costs above ~~the agreed-upon amount above will~~ the not-to-exceed amount listed in Section 2.1(i) will be the sole responsibility of the City. Invoices resulting from this project agreement should be addressed to the KCM project contact, Michael Harpool, and should be sent electronically. Invoices should reference KCM project #1139392 to aid in tracking and timely processing.

3. ~~4.~~ Dispute Resolution.

34.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement. The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 34. The Parties' Agreement administrators ~~shall be~~ the persons identified in Section 8 to receive notice for Metro or the City or such other persons as they may designate in writing. Except as otherwise provided in this Agreement, the Parties shall use the following dispute resolution process:

Step One: The Parties' Agreement administrators shall confer and attempt to resolve the dispute within ten (10) business days of written notification by any Party.

Step Two: If the Agreement administrators are unable to resolve the dispute within ten (10) business days, any Party may refer the dispute to the King County Metro Transit Division Director or designee and the superior to the contract administrator for the City.

34.2 No Party may seek relief in a court of law until and unless the two-step process in Paragraph 4.1 is completed in good faith.

34.3 If the Parties cannot resolve the dispute using the process in Section 4.1, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall share equally in the cost of the mediation. If additional parties participate in the mediation then each participant shall pay a share of the cost of the mediation, such share to be calculated by dividing the total cost of the mediation by the number of parties participating. Mediation shall not be a prerequisite to litigation.

~~3~~4.4 The Parties agree that during any conflict or dispute resolution process they shall continue to diligently perform their respective responsibilities under this Agreement.

~~4.~~ ~~5.~~ **No Preclusion of Separate but Related Activities or Projects**

Nothing in this Agreement shall preclude any Party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation, or other obligation of any kind on the other Parties.

~~6.~~ ~~5.~~ **Hold Harmless and Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) ("Damages") resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The Parties acknowledge that this Section ~~5~~6 was expressly negotiated and agreed to by them. The provisions of this Section ~~6-5~~ shall survive and continue to be applicable to any Party exercising the right of termination pursuant to Section 10.

7.6. Insurance Requirements.

~~7.4~~6.1 The City must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Work, by its agents, representatives, subconsultants, employees, or subcontractors. The cost of such insurance must be paid by the City or its contractors.

~~7.2~~6.2 Minimum Insurance shall meet or exceed the following:

~~7.2.4~~6.2.1 Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

~~7.2.2~~6.2.2 Commercial Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.

~~7.2.3~~6.2.3 Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.

~~7.2.4~~6.2.4 Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

7.36.3 Additional Insurance:

7.3.46.3.1 Consultant's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.

7.46.4 Other Provisions

7.4.46.4.1 Commercial General Liability and Automobile Liability policies shall be endorsed to include the County, its officials, employees and volunteers and the County, its officers, officials, employees, and agents as additional insureds for full coverage and policy limits,

7.4.26.4.2 Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the County,

7.4.36.4.3 Consultant or its Insurance Agent/Broker must notify the County of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers' notification to that effect.

7.56.5 *Acceptability of Insurers.* Insurance shall be placed with insurers with a rating of A or better.

7.66.6 *Verification of Coverage.* Consultant shall furnish the County with certificates of insurance required by this clause. The certificates are to be received and approved by the County before Work commences. The County reserve the right to require complete, certified copies of all required insurance policies at any time.

7.76.7 *Subcontractors.* Consultant shall require subconsultants to provide coverage which complies with the requirements stated herein.

8.7 **Notice; Designation of Agreement Administrators; Signature Authority**

7.1 Any notice permitted or required to be given by any Party shall be given in writing and may sent by certified United States mail, with return receipt requested, properly addressed, postage prepaid; or by reputable overnight delivery service; or by personal service. Notice shall be deemed given two (2) days after deposit in the U.S. mail as specified in the preceding sentence; or upon delivery (or refusal of delivery) by an overnight delivery service or by personal service. Notwithstanding anything in this Section 8 to the contrary, a Party may provide notice by email or other electronic means with delivery confirmation or read receipt (or both) but the Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

7.2 All notices, invoices, correspondence, or other materials, including Dispute Resolution Notices, shall be given to the Agreement administrators electronically. A Party may change their Agreement administrators by providing notice to the other Party. The initial Agreement administrators are as follows:

Michael Harpool
Metro Transit Department
201 S. Jackson St. -0413
Seattle, WA
206-477-1686
mharpool@kingcounty.gov

Contact Name

The City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188

Contact Phone

Contact Email

8. Records and Audit

- 8.1 For a period not less than six (6) years from the date of completion of the Work or for such retention period as may be required by law, whichever is longer, records and accounts pertaining to the Work of this Agreement ~~and accounting therefor~~ shall be kept available for inspection and audit by representatives of the Parties. Copies of the records shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

9. Extension; Amendments.

- 9.1 The Parties may agree in writing to extend or renew the term of this Agreement at any time prior to its expiration date as specified in Section 1. Such a change must be added as an amendment to the Agreement at which time an extension or renewal of the Agreement is enacted.
- 9.2 This Agreement may only be amended or extended by the mutual written consent of all Parties.

10. Termination

- 10.1 This Agreement can only be terminated by mutual written agreement of the Parties.
- 10.2 The County reserves its right to reallocate funds from this Agreement to other County project(s) if invoices for Work are not received 120 days after final completion or the Work is on hold more than 18 months. Prior to reallocation

of funds, the County must provide 30 days written notice to the City of any proposed reallocation of County funds to allow time to request payment of outstanding project expenses.

11. General Terms and Conditions

- 11.1 Entire Agreement; Recitals and Exhibits Incorporated. The Recitals and Exhibits to this Agreement are incorporated as if fully set forth herein. This document contains all of the terms, conditions, and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment. There are no other agreements between the Parties with respect to the matters described herein, whether in writing or otherwise, and all prior agreements and understandings are superseded with respect to the subject matter of this Agreement.
- 11.2 Legal Relations. This Agreement is solely for the benefit of the Parties hereto and creates no right, duty, privilege, or cause of action in any other person or entity not a party to it. No joint venture or partnership is formed as result of this Agreement. No employees or agents of one Party or its contractors shall be deemed, or represent themselves to be, employees of the other Party.
- 11.3 Compliance with Laws. The Parties shall comply and shall insure that their respective contractors and subcontractors comply, with all Federal, state, and local laws, regulations, and ordinances applicable to the Work to be performed under this Agreement, including but not limited to prevailing wages requirements under Chapter 39.12 RCW.
- 11.4 Remedies Cumulative. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or equity.
- 11.5 Nonwaiver. A Party's failure to require full and timely performance of any provision of this Agreement at any time shall not waive or reduce that Party's right to insist upon complete and timely performance of any other provision thereafter.
- 11.6 Choice of Law; Venue. Any and all claims relating to this Lease shall be governed by and construed in accordance with the substantive and procedural laws of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions. The sole and exclusive venue for any legal action arising from or related to this Lease shall be in the Superior Court of King County, Washington; and the Parties hereby agree to the personal jurisdiction of such court.
- 11.7 Legal Fees. In any lawsuit between the Parties with respect to the matters covered by this Agreement, the prevailing party shall be entitled to its

reasonable attorney's fees, costs and expenses to be paid by the other Party, in addition to any other relief it may be awarded.

- 11.8 Survival. The provisions of Section 5 (Indemnity) and this Section 11 shall survive the expiration or earlier termination of this Agreement.
- 11.9 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 11.10 No Expenditure In Excess of Appropriation. Nothing in this Agreement shall be construed as obligating any Party to expend money in excess of appropriation authorized by law and administratively allocated for the Work in this Agreement.
- 11.11 No Assignment. Neither this Agreement nor any of the rights or obligations of any of the Parties arising under this Agreement may be assigned, without the other Parties' prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their successors and assigns.
- 11.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
- 11.13 Counterparts. This Agreement may be executed by facsimile or any other electronically reproduced signature that is consistent with Chapter 19.360 RCW in any number of current parts and signature pages hereof with the same effect as if all Parties had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this agreement, constitute one and the same instrument.
- 11.14 Force Majeure. Any Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions commandeering material, products, or facilities by the federal, state or local government; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. Upon any force majeure, all Parties may jointly elect to terminate this Agreement or suspend work upon written notice. In no event should this

provision eliminate the need to make any payment to either Party to the extent any such payment is required pursuant to this Agreement.

[Signatures-Proceed to Next Page]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date affixed to their signatures.

KING COUNTY

Date

Approved as to Form By:

King County, Senior Deputy Prosecuting Attorney **Date**

THE CITY OF TUKWILA

Date

Printed Name _____

Position _____