

### City of Tukwila

# Transportation & Infrastructure Safety Committee

- **♦ Mohamed Abdi, Chair**
- **♦ Jovita McConnell**
- ♦ Hannah Hedrick

<u>Distribution</u>: M. Abdi J. McConnell H. Hedrick

Mayor McLeod M. Wine A. Youn L. Humphrey

### **AGENDA**

MONDAY, JULY 28, 2025 - 5:30 PM

### **ON-SITE PRESENCE:**

TUKWILA CITY HALL
COUNCIL CONFERENCE ROOM
6200 SOUTHCENTER BOULEVARD

REMOTE PARTICIPATION FOR THE PUBLIC: 1-253-292-9750, ACCESS CODE: 252508487# Click here to: Join Microsoft Teams Meeting For Technical Support: 1-206-433-7155

	Item		Recommended Action	Page
1. B	JSINESS AGENDA			
a.	Construction Bid Award for 2025 Annual Overlay David Baus, Project Manger	a.	Forward to 8/4 Regular Meeting Consent	Pg.1
b.	Water District 125/2025 Overlay Project Cost Share David Baus, Project Manger	b.	Forward to 8/4 Regular Meeting Consent	Pg.45
C.	Construction Bid Award for Sewer Lift Station 2 Structural Modifications Adib Altallal, Water Sewer Project Manager	c.	Forward to 8/4 Regular Meeting Consent	Pg.53
d.	Sewer Lift Station 2 Structural Modifications CM Contract Amendment #2 Adib Altallal, Water Sewer Project Manager	d.	Forward to 8/4 Regular Meeting Consent	Pg.77
e.	Construction Bid Award for Gilliam Creek Culvert Repair at Inlet Mike Perfetti, Surface Water Senior Program Manager	e.	Forward to 8/4 Regular Meeting Consent	Pg.83
f.	Interlocal Agreement with Water Resource Inventory Area (WRIA) 9 Mike Perfetti, Surface Water Senior Program Manager	f.	Forward to 8/11 C.O.W. Meeting & 8/18 Regular Mtg. Consent Agenda	Pg.87
g.	Amendment 2 to PACE Engineering Sewer Lift Station 5 Retrofit Contract #23-019 Adib Altalia Water Sewer Project Manager	g.	Forward to 8/4 Regular Meeting Consent	Pg.119
	Adib Altallal, Water Sewer Project Manager		(Continued)	

## **Transportation & Infrastructure Safety Committee** 07/28/2025

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h.	Grant Application for USDOT Safe Streets 4 All for Ryan Way Catrien de Bour, Public Works Grant Analyst	h.	Committee Decision	Pg.127
i.	Grant Application for Transportation Improvement Board Catrien de Bour, Public Works Grant Analyst	i.	Committee Decision	Pg.133
j.	2024 Annual Bridge Report  Adam Cox, Interim Traffic Engineer	j.	Discussion Only	Pg.141
2. M	ISCELLANEOUS			

**Next Scheduled Meeting:** August 25, 2025



Public Works Department - Jen Tetatzin, PE, PMP - Director

TO: **Transportation and Infrastructure Services Committee** 

FROM: Jen Tetatzin, Public Works Director

BY: **David Baus, Project Manager** 

CC: **Mayor Thomas McLeod** 

DATE: July 25, 2025

SUBJECT: 2025 Annual Overlay Project

> **Project No. 82510401 Construction Bid Award**

### **ISSUE**

Approve construction bid award with ICON Materials for the 2025 Annual Overlay Project.

### **BACKGROUND**

In 2024, the City contracted with Psomas as the design consultant for the 2025 Annual Overlay Project under Contract No. 25-079. This project is part of an ongoing mission to preserve and maintain existing infrastructure in a safe and usable condition by resurfacing the street before pavement failure which also minimizes lifecycle costs.

### **DISCUSSION**

A call for bids was advertised for the 2025 Annual Overlay Project on July 8 and July 15, 2025. Three (3) responsive bids were opened on July 22, 2025, and the confirmed lowest bidder was ICON Materials with a bid of \$1,984,599.00. The engineer's estimate was \$2,159,310.

### FINANCIAL IMPACT

Construction costs associated with the 2025 Annual Overlay Project are funded by the Arterial Streets Fund (104). Following the recent watermain project undertaken by Water District 125, they will be submitting funds totaling \$102,124.00.

Contract	\$1,984,599.00	25 CIP Budget	\$2,000,000.00
Contingency – 10%	\$99,229.95	Water District 125	<u>\$102,124.00</u>
Total	\$2,083,828.95		\$2,102,124.00

### **RECOMMENDATION**

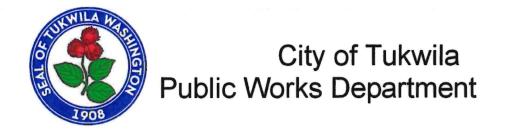
Council is being asked to approve the construction award with ICON Materials in the amount of \$1,984,599.00 (Plus contingency) for the 2025 Annual Overlay Project and consider this item on the Consent Agenda at the August 4, 2025 Regular meeting.

### Attachments:

2025 CIP **ICON Materials Contract** Bid Tabulation

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT: **Annual Overlay and Repair Program** Project # 80010401 **Project Manager David Baus** Department **Arterial Streets DESCRIPTION:** Select, design, and construct asphalt and concrete pavement overlays of arterial and residential streets. Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also JUSTIFICATION: minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects. STATUS: Each year various sections of roadway throughout the City are designed and constructed for asphalt overlay. MAINTENANCE IMPACT: Roughly 1,300 Man Hours go to filling in potholes per year, so if budget is increased this could be cut in half, hence COMMENT: Ongoing project. Only one year actuals shown in fist column. 2025 2026 2029 2030 TOTAL FINANCIAL (in thousands) 2027 2028 **Beyond** Project Costs Project Mgmt (Staff Time/Cost) 150 \$ 50 20 20 20 20 20 \$ Design \$ 300 \$ \$ 150 \$ 150 \$ 150 \$ 150 \$ 150 \$ 1,050 Construction Mgmt. \$ 200 200 200 \$ \$ 1,200 \$ 200 \$ 200 200 \$ 2,000 \$ 2,000 \$ 2,000 2,200 \$ 2,200 \$ 2,400 12,800 Construction \$ \$ Contingency \$ 150 \$ 150 \$ 150 \$ 150 \$ 150 \$ 750 **Total Project Costs** \$ 2,550 \$ 2,520 2,520 2,720 \$ 2,720 2,920 15,950 **Project Funding** Dedicated/Restricted Rev \$ 2,550 \$ 1,520 \$ 1,520 1,650 \$ 1,650 1,650 10,540 General Fund Transfer \$ \$ 1,000 \$ 1,000 \$ 1,070 1,360 5,500 \$ \$ 1,070 Total Project Funding 16,040 \$ 2,550 \$ 2,520 \$ 2,520 2,720 \$ 2,720 \$ 3,010



### CONTRACT PROVISIONS

**FOR** 

### 2025 OVERLAY PROGRAM

Project No. 82510401

Bid Document JULY 2025

Prepared for:

CITY OF TUKWILA 6200 Southcenter Boulevard Tukwila, Washington 98188

Prepared by:

PSOMAS

3131 Elliott Ave, Suite 400 Seattle, WA 98121 206.286.1640 psomas.com

> CPM Development Corporation DBA ICON Materials

2025 OVERLAY PROGRAM

### 2025 OVERLAY PROGRAM

### CITY OF TUKWILA

6200 Southcenter Boulevard Tukwila, Washington 98188

Tukwila City Council Members
Tosh Sharp- President
Armen Papyan
Hannah Hedrick
Dennis Martinez
Mohamed Abdi
Jovita McConnell
Verna Seal

City Administration
Thomas McLeod, Mayor
Marty Wine, City Administrator
Andy Youn, City Clerk
Jen Tetatzin, P.E., Director of Public Works

Interim Traffic Engineer

Adam Cox, P.E.

**Consulting Engineer** 

PSOMAS

3131 Elliott Ave, Suite 400 Seattle, WA 98121 206.286.1640

Approved for construction by:

Signature

Date

7/7/2025

Jen Tetatzin, P.E., Director of Public Works

Bryan Still, Street Department Operations Manager

7/7/25

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2025 OVERLAY PROGRAM

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2025 OVERLAY PROGRAM

### CITY OF TUKWILA CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Tukwila, Washington at the Office of the City Clerk, at Tukwila City Hall, 6200 Southcenter Boulevard, Tukwila, Washington 98188, up to the hour **of 9:30 a.m. on Tuesday, July 22**. Bids will be opened and publicly read aloud at 10:00 a.m. on that same day, Tuesday, July 22, 2025.

Bids can be mailed to Tukwila City Hall and must be received by 9:30 a.m. the day the bids are due OR dropped off on Tuesday morning. A box will also be located outside the double doors at Tukwila City Hall near the flagpole for receipt of bids on the day of the bid opening from 8:30 a.m. to 9:30 a.m. Bids will be picked up, with the last pickup being at exactly 9:31 a.m. on **Tuesday July 22, 2025** based on the Atomic Clock in the City's Clerk's Office. Bids will be opened and publicly read aloud, via Microsoft Teams, Meeting ID: 233 626 197 155 6 Passcode: iC3Kw6Hi or by dialing (253) 292-9750, Conference ID#: 245 210 535# at 10:00 a.m. on **Tuesday July 22, 2025** for:

### 2025 OVERLAY PROGRAM

#### PROJECT NO. 82510401

The work to be performed within **40** working days from the date of Notice to Proceed consists of furnishing all materials, equipment, tools, labor, and other work or items incidental thereto for:

The 2025 Overlay Program will include Hot Mix Asphalt (HMA) Overlay along Klickitat Dr, 51<sup>st</sup> Ave S, and Macadam Rd S, all within the City of Tukwila. Specific tasks shall include, but are not necessarily limited to: Paving with HMA, planing bituminous pavement, and pavement repairs; reshaping existing roadbase to improvement roadway drainage; Adjusting surface utilities to grade; installing drainage modifications; installing new channelization and signage; Removing and replacing concrete curbs, sidewalks, driveways, and ramps; Providing all necessary traffic control labor and devices; And, other items necessary to complete the Work as shown on the Contract Documents.

Proposals received later than the submittal deadline will not be accepted. The City will not be liable for delays in delivery of proposals due to handling by the U.S. Postal Service or any other type of delivery service. Faxed or emailed submittals will not be accepted.

Each bid shall be in accordance with the bid documents available free of charge on-line through Builders Exchange of Washington, Inc. at <a href="http://www.bxwa.com">http://www.bxwa.com</a>. Click on: "bxwa.com", "Posted Projects"; Public Works"; "City of Tukwila", and "Project Bidding". Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors and Vendors bidding this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require further assistance. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Tukwila City Engineer, at the Public Works Department.

All bid proposals shall be submitted according to the Information for Bidders and be accompanied by a bid proposal deposit in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Tukwila, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the specifications, the bid deposit/bond shall be forfeited to the City of Tukwila.

The City of Tukwila hereby notifies all bidders that it will affirmatively ensure that in any contracts entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The City reserves the right to reject any and all bids or waive any informalities in the bidding and make the award as deemed to be in the best interest of the City.

Project Manager: David Baus@tukwilawa.gov

Published Seattle Times: July 8, 2025 and July 15, 2025
Published Daily Journal: July 8, 2025 and July 15, 2025

CPM Development Corporation DBA ICON Materials

### INFORMATION FOR BIDDERS

The following supplements the information in the Call for Bids:

#### 1. Pre-Bid Conference

A pre-bid conference will not be held for this project.

### 2. Examination of Plans, Specifications, and Site

Before submitting his bid, the Contractor shall carefully examine each component of the Bid Documents prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements. However, the Owner or Consulting Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigation was made (if any). The availability of this information shall not relieve the Bidder of his duty to examine the project site nor of any other responsibility under the Contract.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment. Failure to become familiar with the site conditions prior to the bid shall void the contractor from future claims or changes due to site conditions.

See Section 1-05.14 of the Special Provisions for identification of any other work that is to be performed on or near the project site by others.

### 3. Property Issues - Permits, Easements, Licenses to Construct

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have 'license to construct'. The easements and license to construct documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and licenses to construct, as he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

### 4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed via email submission to the attention of: David Baus, <a href="David.Baus@tukwilawa.gov">David.Baus@tukwilawa.gov</a> and Megan Eide Florsheim P.E., <a href="megan.eide@psomas.com">megan.eide@psomas.com</a>.

Questions received less than three (3) days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will posted to the BXWA project site for download by the prospective bidder. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

### 5. Special Schedule Considerations/Sequencing of Work

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- The Contractor shall provide a minimum of 72 hours advance notice to adjacent property owners in the event that the Contractor's operation will imped driveway access.
- Contractor shall provide temporary traffic control, driveway access, safe access for pedestrians, and appropriate signing during construction
- Driveways shall be accessible and usable by adjacent residents at the close of each day.
- Contractor shall sequence and control work activities such that work shall not be performed at more than two work sites at any given time except as approved by the Engineer. All locations must have full coverage inspection.

### 6. Wages

Washington State Prevailing Wage rates apply to this project. The Owner requires strict adherence to, and will monitor compliance with, applicable wage rates. Weekly Certified Payrolls are required. All Contractors are responsible for payment of prevailing wages to all "workers employed directly upon the site of the work" under the contract. All Contractors shall provide weekly certified payroll reports that are complete and comply with State law and the conditions set out in the Contract Documents. The Contractor is also responsible for the compliance to the above requirements of all Subcontractors and Sub-Subcontractors. All contractors shall complete and provide all Owner required documentation and forms. Non-compliance with the above requirements will result in denial of the Contractor's application for payment. No exceptions will be made.

### 7. State Sales Tax (see also APWA GSP 1-07.2 in Special Provisions)

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State sales tax. The Contractor shall include Washington State retail sales taxes in the various unit and lump sum bid prices of the contract, in compliance with State Department of Revenue Rule 171. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work. All tax payments shall be based on actual quantities used, regardless of quantities stated in the Proposal.

### 8. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms is grounds for rejection of the bid. The only exception is if the bidder follows the directions for Bids Submitted on Computer Printouts, following the bid proposal forms.

Sealed bids for this proposal shall be submitted as specified in the Call for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and must be clearly marked with the name and number of the project for which the bid is submitted:

### **BID FOR 2025 OVERLAY PROGRAM**

All bids will remain subject to acceptance for ninety (90) days after the day of the bid opening.

 a. Proposal – Bidders must bid on all items contained in the Proposal. The omission or deletion of any bid item will be considered nonresponsive and shall be cause for rejection of the bid.

> **CPM** Development Corporation **DBA ICON Materials**

b. Bid Security/Bid Bond – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, certified or cashier's check, or postal money order. The amount of this security/bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

The Bid Security form included in these Contract Provisions MUST be used; no substitute will be accepted. If an attorney-in-fact signs bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

The deposit of the successful Bidder will be returned provided Bidder executes the Agreement, furnishes satisfactory Payment and Performance Bond covering the full amount of work, and provides evidence of insurance coverage, within ten (10) days after Notice of Award. Should Bidder fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Tukwila as liquidated damages for such failure.

The Owner reserves the right to retain the security of the three (3) lowest bidders until the successful Bidder has executed the Agreement and furnished the bond.

- c. Non-Collusion Affidavit Must be filled in, signed, and notarized.
- d. Responsible Bidder Determination Form
- e. Proposed Equipment and Labor Schedule
- f. Proposed Subcontractors, if required

Regarding forms d, e, and f, the Owner reserves the right to check all statements and to judge the adequacy of the Bidder's qualifications, and to reject Bidder as not responsible based on this information.

### 9. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Agreement and Payment and Performance Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- a. Agreement Two (2) copies to be executed by the successful Bidder.
- b. Payment and Performance Bond Two (2) copies to be executed by the successful Bidder and its surety company. This bond covers successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. The bond continues in effect at ten percent (10%) of the total price bid for one year after final acceptance of the Work.

The bond form included in these Bid Documents MUST be used; no substitute will be accepted. If an Attorney-in-fact signs bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

c. Certificates of Insurance - To be executed by an insurance company acceptable to the Owner, on ACORD Forms. Required coverages are listed in Section 1-07.18 of the Special

Provisions (APWA GSP). The Owner and Consulting Engineer retained by Owner shall be named as "Additional Insureds" on the insurance policies.

The above bid and contract documents must be executed by the Contractor's President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Agreement documents.

## PROPOSAL (unit price)

Contractor's Name DBA ICON Materials

Contractor's State License No. ICONM\*\*982CF

City of Tukwila Project Nos. 82510401

To the Mayor and City Council City of Tukwila, Washington

The undersigned (Bidder) hereby certifies that he personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled 2025 OVERLAY PROGRAM, which consists of, but is not limited to Hot Mix Asphalt (HMA) overlay of 51 st Ave S including planing bituminous pavement, grinding and reuse of asphalt pavement, removing pavement and pavement repairs, installation of concrete curbs, sidewalks, driveways and ramps, adjustment of junction boxes, adjusting surface utilities to grade, installing new channelization and signage, providing all necessary traffic control labor and devices; the work shall include providing temporary erosion/water pollution control and other items necessary to complete the Work as shown on the Contract Documents; and has read and thoroughly understands these Documents which govern all Work embraced in this improvement and the methods by which payment will be made for said Work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (check one) bid bond or cash, cashier's check, certified check, or postal money order made payable to the City of Tukwila equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all respects within Forty (40) working days from the date stated in the written Notice to Proceed. If the work is not completed within this time period, Bidder shall pay liquidated damages to Owner as specified in Section 1-08.9 of the Standard Specifications for every working day work is not Physically Complete after the expiration of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

Proposal P-2

### 2025 Annual Overlay & Repair Program City of Tukwila

Project No. 82510401

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. Applicable sales tax shall be included in the various unit and lump sum prices, per section 1-07.2(1) and WAC 458-20-171.

Item No.	Spec Section No.	Item Description	Qty	Unit	Unit Price	Amount
ROADW	AY					
1	1-04	Unexpected Site Changes	1	FA	\$ 20,000.00	\$ 20,000.00
2	1-05	ADA Features Surveying	1	LS	\$7,560.00	\$7,560.00
3	1-07	Resolution of Utility Conflicts	1	FA	\$ 10,000.00	\$ 10,000.00
4	1-07	SPCC Plan	1	LS	\$180.00	\$180.00
5	1-07	Employee Apprenticeship Program (EAP) Utiliz	1	LS	\$180.00	\$180.00
6	1-07	Apprenticeship Hours	200	HR	\$73.00	\$14,600.00
7	1-07	Apprenticeship Utilization Goal Assessment	1	CALC	\$ (5.00)	\$ (5.00)
8	1-09	Mobilization	11	LS	\$137,000.00	\$137,000.00
9	1-10	Project Temporary Traffic Control	1	LS	\$163,000.00	\$163,000.00
10	2-01	Roadside Cleanup	1	FA	\$ 5,000.00	\$ 5,000.00
11	2-01	Clearing and Grubbing	1	LS	\$4,800.00	\$4,800.00
12	2-02	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00
13	2-02	Asphalt Pavement Removal Incl. Haul	800	SY	\$43.00	\$34,400.00
14	2-02	Cement Conc. Curb Removal Incl. Haul	390	LF	\$13.00	\$5,070.00
15	2-02	Cement Conc. Sidewalk Removal Incl. Haul	130	SY	\$64.00	\$8,320.00
16	2-02	Roadway Excavation Incl. Haul	270	CY	\$106.00	\$28,620.00
17	2-03	Unsuitable Foundation Excavation Incl. Haul	140	CY	\$67.00	\$9,380.00
18	4-04	Crushed Surfacing Top Course	2060	TON	\$56.00	\$115,360.00
19	5-03	HMA Joint Seal at Bridge End	240	LF	\$100.00	\$24,000.00
20	5-04	Pavement Repair Excavation Incl. Haul	550	CY	\$110.00	\$60,500.00
21	5-04	HMA CI. 1/2" PG 58H-22	5520	TON	\$121.00	\$667,920.00
22	5-04	HMA for Pavement Repair Cl. 1/2" PG 58H-22	390	TON	\$166.00	\$64,740.00
23	5-04	Temporary Pavement	390	TON	\$153.00	\$59,670.00
24	5-04	Thickened Edge	3120	LF	\$3.25	\$10,140.00
25	5-04	Planing Bituminous Pavement	10930	SY	\$7.20	\$78,696.00
26	7-03	Storm Drain Marker	43	EA	\$43.00	\$1,849.00
27	7-05	Adjust Storm Manhole	3	EA	\$1,100.00	\$3,300.00
28	7-05	Adjust Sewer Manhole	22	EA	\$700.00	\$15,400.00

Proposal P-3

### 2025 Annual Overlay & Repair Program

### City of Tukwila

Project No. 82510401

Item No.	Spec Section No.	Item Description	Qty	Unit	Unit Price	Amount
29	7-05	Adjust Catch Basin	43	EA	\$900.00	\$38,700.00
30	7-05	Rectangular Frame and Vaned Grate	14	EA	\$375.00	\$5,250.00
31	7-05	Rectangular Frame and ADA Grate	16_	EA	\$375.00	\$6,000.00
32	7-05	Catch Basin Type 2, 48 In. Diam.	1	EA	\$15,000.00	\$15,000.00
33	7-12	Adjust Water Valve	59	EA	\$550.00	\$32,450.00
34	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$600.00	\$600.00
35	8-04	Cement Conc. Curb and Gutter	460	LF	\$39.00	\$17,940.00
36	8-04	Cement Conc. Pedestrian Curb	30	LF	\$44.00	\$1,320.00
37	8-04	Cement Conc. Extruded Curb	140	LF	\$40.00	\$5,600.00
38	8-11	Guardrail Repair	90_	LF	\$130.00	\$11,700.00
39	8-13	Adjust Monument Case and Cover	5	EA	\$725.00	\$3,625.00
40	8-14	Cement Conc. Sidewalk	230	SY	\$60.00	\$13,800.00
41	8-14	Cement Conc. Curb Ramp Type Perpendicular	8	EA	\$3,100.00	\$24,800.00
42	8-14	Cement Conc. Curb Ramp Type Parallel	1	EA	\$3,100.00	\$3,100.00
43	8-14	Detectable Warning Surface	120	SF	\$55.00	\$6,600.00
44	9-12	Ecology Block	21	EA	\$325.00	\$6,825.00
TRAFFIC	CONTROL	DEVICES				
45	8-21	Permanent Signing	1	LS	\$55,000.00	\$55,000.00
46	8-22	Plastic Traffic Arrow	7	EA	\$258.00	\$1,806.00
47	8-22	Plastic Traffic Letter	8	EA	\$166.00	\$1,328.00
48	8-22	Plastic Pedestrian Marking	14	EA	\$400.00	\$5,600.00
49	8-22	Plastic Stop Line	180	LF	\$28.00	\$5,040.00
50	8-22	Plastic Crosswalk Line	250	LF	\$21.00	\$5,250.00
51	8-22	Paint Line, 4 Inch	11000	LF	\$0.98	\$10,780.00
52	8-22	Plastic Line, 4 Inch	34700	LF	\$2.00	\$69,400.00
53	8-22	Plastic Line, 6 Inch	10780	LF	\$3.00	\$32,340.00
54	8-23	Temporary Pavement Markings	31930	LF	\$0.50	\$15,965.00

Proposal P-4

### 2025 Annual Overlay & Repair Program

City of Tukwila

Project No. 82510401

Item No.	Spec Section No.	Item Description	Qty	Unit	Unit Price	Amount
ROADSI	DE DEVELO	PMENT				
55	8-02	Property Restoration	1	FA	\$ 10,000.00	\$ 10,000.00
FRANCH	IISE UTILIT	Y ITEMS				
56	8-19	Adjust Franchise Utility Manhole/Vault	3	EA	\$2,700.00	\$8,100.00
57	8-19	Adjust Gas Valve	16	EA	\$1,000.00	\$16,000.00

.\$1,984,599.00

Note: Determination of low bidder will be based solely on the 'Total Bid'.

### **Bids Submitted on Computer Printouts**

Bidders, at their option, in lieu of hand writing in the unit prices in figures in ink on the Bid forms above, may submit an original computer printout sheet with their bid, as long as the following requirements are met:

- 1. Each sheet of the computer printout must contain the <u>exact</u> same information as shown on the hard-copy bid form Project Name, Schedule Name, column headings in the order shown, totals, etc.
- 2. The computer printout of the Bid Proposal must have the exact certification language shown below, signed by the appropriate officer of the firm.
- 3. If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, and all addenda that may have been issued, etc.

If any of these things are missing or out of order, the bid may be rejected by the Owner.

The unit and lump sum prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices. If the Bid submitted by the bidder contains both the form on these Bid Proposal sheets, and also a computer printout, completed according to the instructions, the unit bid prices shown on the computer printout will be used to determine the bid.

Put this certification on the last sheet of the Bid computer printout, and sign:

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items contained in this Proposal are the unit and lump sum prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts.

	DocuSigned by:		
Signed:	Mark Edulburger		
_	E05F034534F9436		
Title: Cor	nstruction Manager		
Date: July 22nd, 2025			

P-6

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum		Addendum	
No.	Date of Receipt	No.	Date of Receipt
1	July 17th, 2025	3	
2		4	

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The below signed bidder acknowledges that bids must be complete and submitted for the the entire Bid Schedules. Partial or incomplete bids will not be considered.

The Basis for determining the low bidder shall be the lowest TOTAL BID.

**TOTAL BID:** 

**\$** \$1,984,599.00

Note: Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.

The Surety Company which will furnish the required Payment and Performance Bond is

Fidelity & Deposit Company of Maryland

(Name)

CPM Development Corporation DBA ICON Materials

Signature of Authorized Official:

Signature of Authorized Official.

Tami Cain, Assistant Secretary

Printed Name and Title:

415 Lakeside Way SW, Mattawa, WA

Address: Circle One:

Individual / Partnership /

State of Incorporation: Washington

Joint Venture / Corporation

Phone No.: (206) 575-3200

Date: 21-Jul-2025

This address and phone number is the one to which all communications regarding this proposal should be sent. NOTES:

- 1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
- 2. A bid must be received on all items. If either a unit price or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

### ADDENDUM NO. 1

### City of Tukwila, Washington 2025 Overlay Program Project No: 82510401

DATE OF ADDENDUM ISSUE:

July 17, 2025

DATE OF BID OPENING:

July 22, 2025

### NOTE TO ALL PLANHOLDERS:

This Addendum No. 1, containing the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the Plans and Contract Provisions (Contract Documents) for the above-named project. Bidders shall take this Addendum into consideration when preparing and submitting their bids.

Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the space provided on the Proposal Signature Sheet or by signing in the space provided below and submitting the signed addendum with the bid package. Failure to provide this written acknowledge may result in disqualification of the Bidder's submittal.

### **CONTRACT PROVISIONS**

### 1. Notification:

The City of Tukwila and WSDOT are in the final approval stages of a construction permit for the contract work within WSDOT Limited Access. A copy of the permit conditions will be furnished to contractor when approved.

### 2. Proposal Pages:

DELETE Proposal Pages P7 – P8 and REPLACE with the Attached Proposal Pages P7 – P8.

### 3. Contract Specifications:

Revise the first paragraph of 1-08.0(2) to state the following:

(Special Provision)

New

Typical work hours for the non-limited access planing and paving activities within each site are restricted to the hours shown below.

8-hour period between 7:00 a.m. and 6:00 p.m.

Typical work hours for the limited access planing and paving activities shall conform to the construction permit between WSDOT and the City of Tukwila. The contractor shall anticipate work hours for contract work within limited access outside the typical 8-hour period established herein.

### Add a third paragraph to 1-08.4 Notice to Proceed and Prosecution of Work

Contract work shall not proceed within WSDOT Limited Access until the final construction permit is granted to the City of Tukwila and furnished to the Contractor.

### 4. Plan Sheets:

Add sheet 39, Detour for 518 off ramp left turn closure, at the end of the plan set. The total sheet count is now 39.

### ALL OTHER REQUIREMENTS OF THE CONTRACT DOCUMENTS REMAIN IN EFFECT.

Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the space provided on the Proposal Signature Sheet or by signing in the space provided below and submitting the

2025 Overlay Program

Addendum No.1

signed addendum with the bid package.	Failure to provide this written acknowledge may result in
disqualification of the Bidder's submittal	

Sincerely,

David Baus Project Manager City of Tukwila

Receipt acknowledged, and conditions agreed to this 17th day of July , 2025

Bidder Mark Edulburger

Signature

BID SEC	URITY
Bid Deposit: The undersigned Principal hereby d the form of a cash deposit, certified or cashier's	
OF	<b>?</b>
Bid Bond: The undersigned, CPM Development and Fidelity & Deposit Company of Maryland  City of Tukwila (Owner) in the penal sum of J  dollars (\$ 5% of Principal and Surety bind themselves, their heirs, exionitly and severally. The liability of Surety under this Bid Bond.	(Surety), are held and firmly bound unto the Five Percent of Total Amount Bid  Total Amount Bid ), which for the payment of which tecutors, administrators, successors and assigns,
Conditions: The Bid Deposit or Bid Bond shall be total bid, including sales tax and is submitted by Pri 2025 OVERLAY PROGRAM, Project No. 8251040 Documents.	ncipal to Owner in connection with a Proposal for
Now therefore,	
a. If the Proposal is rejected by Owner, or	
b. If the Proposal is accepted and Principal s Owner in accordance with the terms of the P	shall duly make and enter into an Agreement with Proposal and shall furnish a bond for the faithful ent of all persons performing labor or furnishing or Sureties approved by Owner,
then this Bid Security shall be released; otherwise it shall forfeit the Bid Deposit or Surety shall immedi Bid Bond, as penalty and liquidated damages.	
The obligations of Surety and its Bid Bond shall be of time within which Owner may accept bids; an extension.	
Signed and dated this 21 day of July	, 20 <u>25</u> .
CPM Development Corporation DBA ICON Materials	Fidelity & Deposit Company of Maryland
Principal Principal	Surety
Jami Cain	By Existin Portillo
Signature of Authorized Official Tami Cain	Attorney in Fact (Attach Power of Attorney)
Assistant Secretary	Kristin Portillo
Title	
Name and address of local office of	Fidelity & Deposit Company of Maryland
agent and/or Surety Company:	1299 Zurich Way
	Schaumburg, IL 60196-1058
Surety companies executing bonds must appear on the Washington per Section 1-02 7 of the Standard Specifical	he current Authorized Insurance List in the State o

### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.



M MOSES

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By:

Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfelaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

### NON-COLLUSION DECLARATION

STATE OF WASHINGTON	)	
COUNTY OF KING	)	SS

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Tukwila project named 2025 OVERLAY PROGRAM, Project No. 82510401.

	CPM Development Corporation DBA Name of Firm	ICON Materials
	Jami Cain	
	Signature of Authorized Official	Tami Cain
	Assistant Secretary Title	
Signed and sworn to before me on this 21	day of	. <b>20</b> _25
Wendy Hayes	V	Vendy Hayes
Signature of Notary Public in and for the State of W	ashington, residing at Algona, Was	hington
My appointment expires: 02/07/2026	_	
SEAL DS  SEAL  PRINT  P		

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

### 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

RESPONSIBLE BIDDER	R DETERMINATION FORM	
Attach additional sheets as necessary to fully	provide the information require	d.
Name of Bidder: <u>CPM Development Corpora</u>	tion DBA ICON Materials	
Address of Bidder: 1508 Valentine Ave SE		
Pacific	WA	98047
City	State	Zip Code
Contractor's License No. ICONM**982CF	WA State UBI No. 601-006-854	
License Bond Registration No. <u>8876949</u>	Dept. of L&I Worker's Comp. Acct. No. 700,1	74-00
Bidder is a(n): ☐ Individual ☐ Partnership ☐ .	Joint Venture 🗹 Incorporated in th	e state of <u>WA</u>
If Out-of-State Corporation, has Bidder complied	with WA Corporation laws?   YES	S 🗌 NO
List business names used by Bidder during the p	ast 10 years if different than above	:
	Year	
Bank Reference Bank of America	Lois D. Marshall (80	0) 325-6999
Bank	Account Officer Offi	cer's Phone
No. of regular full-time employees: 125+		
Number of projects in the past 10 years complete	ed: 15% ahead of schedule 85% o	n schedule
Total value of contracts in hand (gross): \$ 78,897	,804	
Bidder has been in business continuously from	1960	
Bidder has had experience in work comparable to	o that required for this Project:	
As a prime contractor for64	_ years.	
As a subcontractor for 64	_ years.	
Describe the general character of work performe Asphalt concrete paving, aggregates, road construction		
List major equipment anticipated for this project; sor leased from others.		if it will be rented
SEE ATTACHED		

2025 OVERLAY PROGRAM



### PAST COMPANY NAMES

The current business name, ICON Materials, (dba of CPM Development Corporation) has been in use since January 1, 2002. The company was formed April 1998 to purchase the assets and continue the operations of M.A. Segale, Inc. a Washington Corporation since 1960.

CPM Development Corporation DBA ICON Materials Jan. 1, 2002 to Present

ICON Materials, Inc. June 2000 to Dec 2001

Oldcastle NW, Inc., d/b/a M.A. Segale, Inc. April 1998 to June 2000

M. A. Segale, Inc. Startup 1960 to April 1998

List the supervisory personnel to be employed by the Bidder and available for work on this project (Project Manager, Principal Foreman, Superintendents, and Engineers):

Name	<u>Title</u>	How Long With Bidder
Bill Johnson	Superintendent/Estimator	37 years
Steve Nelson	Paving Manager	5 years
Lauren Worrel	Paving Superintendent	6 years
Jake Webster/Trevor Warren	Paving Foreman	12 years

Name the Surveyor to be used on this Project who will directly supervise all surveying activities. Attach a resume outlining the experience and qualifications of the Surveyor. Is the Surveyor licensed in the State of Washington (a PLS)?

Surveyor's Name: American Surveying & Environmental, LLC

List all other anticipated subcontractors Bidder intends to use on this project. Indicate previous experience working with these firms, if any.

Subcontractor	Scope of Work	No of Previous Contracts Worked with Bidder
Transportation Systems, Inc.	Concrete	>10
Dirt & Aggregate Interchange Inc.	Guardrail	2
C.R. Contracting	Joint Sealing	2
Ground Up Road Const.	Milling	>10

### See next page for more subcontracors

List all those projects of similar nature and size completed by Bidder within the past 10 years. Include a reference for each. Any attached preprinted project listing must include all this information. Bidder must have at least 10 years' experience working on projects of similar nature and size.

Project Name	Year <u>Completed</u>	Contract <u>Amount</u>	Owner/Reference Name and Phone
SEE ATTACHED			
194 3 3 4		74	

CPM Development
Corporation
DBA ICON Materials

Subcontractor	Scope of Work	No of Previous Contracts Worked with Bidder
Specialized Pavement Marking, LLC	Pavement Markings	>10
Northwest Traffic, Inc.	Permanent Signing	>10
Cascade Utility Adjusting	Utility Adjusting	>10

CPM Development
Corporation
DBA ICON Materials



### PRINCIPAL RESUMES

Michael Sjolin, Director of Surveys, Principal Registered Professional Land Surveyor No. 45174 (WA) Certified Federal Surveyor No. 1570

Michael has more than twenty-five years' of experience in the land surveying profession. During this time he has conducted and supervised cadastral surveys, topographic surveys and construction layout surveys and been involved as project manager of many different types and sizes of projects. He has vast experience drafting numerous types of survey maps, including boundary surveys, topographic, ALTA, condominium, wetland delineation, long and short plats, GIS mapping, and boundary line adjustments. In addition, he is well-versed at preparing various types of legal descriptions and easement documents including exhibit maps using Autodesk Civil 3D. Michael also has ample experience conducting and supervising FEMA Elevation Certificate surveys used for flood insurance. Michael has a very methodic and systematic approach to insure a high level of quality control. His attention to detail and careful project approach makes him a valuable member of ASE's professional team.

Michael's experience also includes performing complex boundary computations and construction staking pre-calculations for a variety of different projects in both the private and public sector. His project experience range includes small residential lots, large site development projects; both private and public, airports, county roads and state highways. He is highly capable and has the experience needed to simultaneously manage multiple projects from beginning to completion with accuracy and attention to detail and the ability to maintain required project budgets and time constraints.

In June of 2012 Michael received Certified Federal Surveyor (CFedS) status from the United States Department of the Interior Bureau of Land Management. The CFedS program, which has been approved by the U.S. Secretary of the Interior, was designed specifically to enhance the level of knowledge and expertise in the professional land surveying community for survey work performed on federal lands and especially on Indian trust lands. To earn the CFedS designation, professional land surveyors must complete approximately 120 hours of course materials prepared by the BLM's National Training Center, in Phoenix, Arizona, and pass the certification examination. To maintain the certification, a CFedS must complete 10 hours of continuing education annually. This certification has provided Michael the additional knowledge and skill to offer superior boundary survey practice.

Docusign Envelope ID: 7

OWNER/GENERAL NAME/LOCATION	PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/ FINAL AMT	COMPLETION DATE	CONTACT	P/S	FED\$ Y/N
City of Milton Milton, WA	Milton Way & Porter Way Overlay	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$482,257	November 2024	Brian Sourwine 425-753-1124	Prime	
City of Algona Algona, WA	Ellingson Road Overlay	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$630,918	Est. Spring 2025	Brian Sourwine 425-753-1124	Prime	
King County Various Locations, King Count	y, WA 2024 Countywide Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$3,764,880	Est. Spring 2025	Sujay Shandil 206-423-9181	Prime	
City of Tukwila Tukwila, WA	2024 Tukwila Overlay Program	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$867,538	December 2024	David Baus 206-419-1898	Prime	
City of Kent Kent, WA	2024 Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$4,771,296	EST 2024	Brian Shields 253-293-4973	Prime	
City of Fife Fife, WA	North Levee Road Overlay	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$586,234	EST 2024	Ken Gunther 253-896-8203	Prime	
City of Des Moines Des Moines, WA	2024 Overlay Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$1,211,177	EST 2024	John Betzvog 253-604-6602	Prime	
City of Federal Way Federal Way, WA	Military Road South Preservation Project	Excavation, Paving, Grading, Utilibes, Concrete, Electrical (Signals), Traffic Control, Striping	\$956,369	EST 2024	Jeff Huynh 253-835-2721	Prime	
City of Kent Kent, WA	84th Ave S. (EVH) Preservation	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals), Traffic Control, Striping	\$2,600,556	Est 2024	Drew Holcomb 253-856-5508	Prime	
City of Federal Way Federal Way, WA	S 228th St Road Diet	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$927,878	Est 2024	Jonathan Strong 253-961-4000	Prime	
City of Covington Covington, WA	SE 256th Street Overlay	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$454,850	Est 2024	Bob Lindskov 253-480-2400	Prime	No
City of Burien Burien, WA	2023 Pavement Management Program-Overlay Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$570,252	October 2023	David Traub 206-988-5078	Prime	No
City of Enumclaw Enumclaw, WA	2023 Street Pavement Rehabilitation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$242,748	Est 2023	Dwayne Walker 360 615-5730	Prime	No
City of Snoqualmie Snoqualmie, WA	2023 Overlay Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signats), Traffic Control, Striping	\$622,095	Est 2024	Hind Ahmed 425-507-5480	Prime	No
City of Snoqualmie Snoqualmie, WA	Snoqualmie Parkway Rehabilitation Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$3,744,494	Est 2023	Hind Ahmed 425-507-5480	Prime	No
City of Kent Kent, WA	2023 Asphalt Overlays	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Traffic Control, Striping	\$2,872,118	Est 2023	Brian Shields 253-293-4973	Prime	No
City of Federal Way Federal Way, WA	2023 Asphalt Overlay Project	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals), Traffic Control, Striping	\$3,421,942	Est 2023	John Cole 253-835-2718	Prime	No
City of Burien Burien, WA	2022 Pavement Management Program - Overlay Project	Excavation, Planing, Concrete, Asphal Paving, Aggregates, Striping, Traffic t Control	\$658,148	December 2022	David Traub 206-436-5552	Prime	No
City of Tukwila Tu WA	kwila, Tukwila Parkway Emergency Repair	Excavation, Planing, Concrete, Asphal Paving, Aggregates Striping, Traffic Control	\$495,595	Est 2022	Adib Altalial 206-240-0633	Prime	No

OWNER/GENERAL NAME/LOCATION	D-9F7A-C171EBBAEF39  PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/ FINAL AMT	COMPLETION DATE	CONTACT	P/S	FED\$ Y/N
King County Various Sites Throughout the County		Excavation, Grading, Concrete, Electrical (Signals), Traffic Control	\$3,614,924	Est 2023	Sujay Shandil 206- 423-9181	Prime	No
King County Seattle, WA	SE Kent Kangley RD @ Landsburg RD SE	Excavation, Grading, Concrete, Electrical (Signals), Traffic Control	\$202,222	Est 2023	Leeann Snyder 206-263-3517	Prime	No
City of Algona Algona, WA	2022 Overlay Project	Excavation, Planing, Concrete, Asphalt Paving, Aggregates Striping, Traffic Control	\$168,000	October 2022	Brian Sourwine 206-284-0860	Prime	No
Burlington Northern Santa Fe	South Seattle Intermodal Facility	Asphalt paving, Milling, Striping	\$1,982,347	Est 2025	Calvin Nutt 206 625-6150	Sub	No
City of Enumclaw Enumclaw, WA	2022 Pavement Preservation	Paving, Grinding, Utilities, Striping, CTB	\$601,349	October 2022		Prime	No
City of Federal Way Federal Way, WA	2022 Asphalt Overlays	Excavation, Paving, Grading, Utities, Concrete, Electrical (Signals), Milling	\$3,212,302	Est 2023	John Cole 253-835-2718	Prime	No
Pierce County	Sumner-Buckley Highway East	Paving, Grading, Utilities, Guardrail, Traffic Control	\$1,098,239	Est 2023	Bruce Dammeier 253 798-7477	Prime	No
City of Kent Kent, WA	2021 Asphalt Overlays	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$5,064,977	Est 2023	Chad Bieren 253 856-5500	Prime	No
Sierra Construction Co Woodinville, WA	CenterPoint Site Vert Construction	Asphalt Paving	\$543,438	Est 2023	Kris Milarii 503 332-1163	Sub	No
Pivetta Brothers Sumner, WA	CP1922 Lead Service Line Replacement	Asphalt Paving	\$528,354	EST 2023	Nathan Walker 253 442-9732	Sub	Yes
Scarsella Bros Seattle, WA	SR99 Alaska Way Viduct - Replacement South Access	Asphalt Paving	\$643,254	EST 2023	Julie Printz 253 672-7173	Sub	No
Jansen Inc Belingham, WA	Madison Street Bus Rapid Transit	Asphalt Paving	\$648,159	Est 2023	Mark White 360 319-0091	Sub	Yes
City of Auburn Auburn, WA	Lakeland Hills Way Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$1,210,442 / \$1,163,074	11/2021	Cindy West 253 931-3010	Prime	No
City of Seatac Seatac, WA	2021 Overlays Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$886,020	Spring 2022	Brenton Cook 206 586-2107	Prime	No
BNSF Railway Tukwila, WA	South Seattle Intermodal Facility	Asphalt Paving, Milling, Paving Fabric	\$1,982,347	Spring 2022		Prime	No
Scarsella Bros, Inc Seattle, WA	2021 Airfield Pavement & Supporting Infrastructure Seatac Airport	Asphalt Paving	\$719,000 / \$601,854	11/2021	Julie Printz 253 872-7173	Sub	No
City of Tukwila Tukwila, WA	Andover Park East Water Main Pavement Repair Tukwila, WA	Excavation, Concrete, Utility Adj., Asphalt Paving	\$143,155 / \$114,158	1/2021	Scott Bates 206 431-2193	Prime	No
Pennon Construction Co., Inc Seattle, WA	Pacific Gateway Bldgs 2,3,4,5 & 6 Kent, WA	Asphalt Paving, Aggregates	\$1,079,664		Josh Boettner 206 687-6318	Sub	No
Goodfellow Bros. Kihei, HI	Remote Aircraft Diecing SeaTac Airport	Asphalt Paving	\$604,500 / \$563,214	6/2021	Dennis Diteman 425 466-3898	Sub	Yes
Pennon Construction Co., Inc Seattle, WA	PSE Puyallup Service Center 5807 Milwaukee Ave East, Puyallup	Ashalt Paving	\$504,913		Dave Scott 360 701-9479	Sub	No
Pennon Construction Co., Inc Seattle, WA	PSE Kent Substation Operations 8001 South 212th Street, Kent	Asphalt Paving	\$512,870 / \$503,830	June 2021	Kaleb Kingman 360 918-3033	Sub	No
Gary Mertino Construction Co., Inc Seattle, WA	Terminal 18 1131 SW Klickitat Way, Seattle	Asphalt Paving	\$327,973 / \$498,024	11/2021	Mark Ruth 206 762-9125	Sub	No
Port of Seattle Seattle, WA	Terminal 46 Pavement Rehabilitation Port of Seattle	Paving, Grinding, Survey, Excavation, Crack Seal	\$1,611,320 / \$2,230,900	1/2021	Valarie Jarvi 206 787-7685	Prime	Yes
King County Seattle, WA	2020 Countywide Pavement Preservation Various Locations within King County	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$6,177,518 / \$6,041,061	5/2021	Paul Moore 206 423-1081	Prime	No
Skanska USA Building Inc Seattle, WA	Pioneer Elementary 2301 M Street SE, Auburn	Asphalt Paving	\$552,638 / \$542,646	7/2021	Kyle York 206 418-9318	Sub	No
City of Enumclaw Enumclaw, WA	2020 Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$576,574 / \$600,548	7/2020	Dwayne Walker 360 615-5730	Prime	No
Jansen, Inc Bellingham, WA	Delridge Way SW - Rapidride H Line Delrideg Way SW & SW Brandon St	Asphalt Paving	\$637,609	Fall 2022	Grant Jansen 360 933-4807	Sub	No
City of Kent Kent, WA	Meet Me On Meeker/Riverbend Driving Range Imp Green River Trail, Russell Road, W Meeker	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$2,305,304 /\$2,129,417	10/2021	Timothy LaPorte 253 856-5500	Prime	No
Washington State D.O.T. Seattle, WA	C/N 9489 Interstate 5, Sea-Tac NB Weigh Station Preservation	Asphalt Paving, Excavation Planing, Concrete, Electrical	\$339,698 / \$279,198	7/2020	Edward Kane 206 768-5861	Prime	No
Kiewit Infrastructure West Co Federal Way	Federal Way Link Extension (FWLE) Design Build	Asphalt Paving	\$6,087,835	EST 2023	lan Enright 757 630-5049	Sub	No

Docusign Envelope ID: 7

OWNER/GENERAL NAME/LOCATION	PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/ FINAL AMT	COMPLETION DATE	CONTACT	P/S_	FED\$ Y/N
King County Seattle, WA	2019 Countywide Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$4,931,536 / \$4,392,253	9/2020	Paul Moore 206 423-1081	Prime	No
Stellar Group, Inc Jacksonville, FL	Sysco Seattle Facility Expansion	Grading, Paving, Grinding	\$1,223,115 / \$403,332		Tari Casey 904 574-2906	Sub	No
Absher Construction Co Puyallup, WA	Auburn Elementary School #15	Asphalt Paving	\$449,203 / \$447,603	9/2020	Mike McCanna 253 446-3339	Sub	No
Pivetta Brothers Construction Sumner, WA	A Street SE Preservation	Asphalt Paving	\$528,600 / \$399,548	5/2020	Jeremy Fudge 206 396-5525	Sub	Yes
Skanska USA Building Inc Seattle, WA	Dick Scobee Elementary School BP #02050	Asphalt Paving	\$419,698 / \$429,895	8/2020	Kyle York 206 418-9316	Sub	No
SEACON, LLC Issaquah, WA	Poulsbo RV, Sumner	Aggregate & Asphalt Paving	\$571,200 / \$706,186	8/2020	Mike Telkamp 425 677-0869	Sub	No
City of Auburn Auburn, WA	2019 Citywide Patching and Overlay	Paving, Grading, Utilties, Concrete, Striping, Traffic Control	\$838,076 / \$878,181	5/2020	Jai Carter 253 804-5286	Prime	No
Flatiron West, Inc, Lane Construction Corp JV Renton, WA	on I405 Renton to Bellevue Widening & Express Toll Lanes	Asphalt Paving	\$24,867,502	2025		Sub	No
Strider Construction Bellingham, WA	BNSF Orilia automotive Facility & Kent Intermodal Facility	Asphalt Paving	\$2,224,116 / \$2,038,233	7/2019	Nathan Andersh 360 380-1234	Sub	No
Kiewit Infrastructure west Co Federal Way, WA	SR99 Demolition, Decommissioning & Surface Street Project	Grinding, Patching Backfill	\$491,865 / \$710,092	11/2019	Jeff Kittle 425 301-7970	Sub	No
Washington State DOT Seattle, WA	SR99 Roy Street to N 145th Street	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$15,205,127 / \$12,575,500	9/2020	Mike Askarian, PE 206 768-5861	Prime	Yes
JR Hayes Corporation Maple Valley, WA	Forest Canyon Estates	Paving	\$696,948	Fall 2020	Jeff Thomas 425 392-5722	Sub	No
King County Seattle, WA	2018 Vashon Highway Pavement	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$4,803,683 / \$4,660,249	5/19	Dave Nadal 206 477-3626	Prime	No
Jansen, Inc Bellingham, WA	2018 AAC Package #2	Asphalt Paving	\$909,040 / \$836,809	5/19	Grant Jansen 360 933-4807	Sub	No
City of Auburn Auburn, WA	15th Street NE/NW Preservation	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$2,124,739 / \$2,525,288	11/18	Kim Truong, PE 253 804-5059	Prime	Yes
City of Kent Kent, WA	2018 Asphalt Overlays	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$1,754,376 / \$1,531,008	11/18	Drew Holcomb PE 253 856-5500		No
City of Tukwila Tukwila, WA	2016 Overlay & Repair	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$955,946 / \$896,834	9/18	David Sorensen Pt 206 431-3653	E Prime	No
City of Algona Algona, WA	Pacific Avenue North (Ellingson Road to Safeway Entrance)	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals)	\$333,540 / \$331,395	6/17	Brian Sourwine 206 284-0860	Prime	No
Gary Merlino Construction Co., Inc Seattle, WA	2018 Taxiway Improvements	Asphalt Paving	\$1,964,250 / \$2,127,055	9/18	Rhuel Reedy 206 255-2628	Sub	Yes
Graham Contracting, LTD Bellevue, WA	Pacific Highway South HOV Lanes Phase V	Asphalt Paving	\$1,859,665 / \$1,969,986	9/18	Greg Ritke 425 691-3591	Sub	
CA Carey Corporation Issaquah, WA	2014 County Safety Selection	Asphalt Paving	\$675,571 / \$660,941	5/17	Steve Murdoch 425 392-8016	Sub	Yes
City of Auburn Auburn, WA	Lake Tapps Parkway Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$827,290 / \$865,202	12/17	Jai Carter 253 804-5286	Prime	Yes
WA State DOT Olympiua, WA	SR 410, White River Bridge to SR 164 Paving & ADA Comliance	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals)	\$1,988,350 / \$1,976,056	12/17	Timothy LaPorte 253 856-5500	Prime	Yes

OWNER/GENERAL NAME/LOCATION			CONTRACT AMT/ FINAL AMT	COMPLETION	CONTACT	P/S	FED\$ Y/N
City of Renton Renton, WA	PROJECT NAME/LOCATION  2017 Street Patch & Overlay w/Curb Ramps	CLASS OF WORK  Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals)	\$1,669123 / \$1,707,048	12/17	Jayson Grant 425 430-7400	Prime	No
City of Tukwila Tukwila, WA	2017 Overlay Program	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals)	\$659,441/\$526,510	9/17	Robin Tischmak 206 433-0179	Prime	No
Gary Merlino Constr. Co Seattle, WA	IS NB 260th St to Duwarnish River Br	Asphalt Paving	\$8,717,258	6/18	Steve Simmons 206 255-2619	Sub	No
MidMountain Contractors Kirkalnd, WA	15 SB South 320th St to Duwamish River Bridge	Asphalt Paving	\$4,686,500 / \$3,988,940	9/16	Dave Stumbaugh 206 348-4356	Sub	No
King County Procurement Seattle, WA	2016 Countywide Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$6,933,884 /	12/17	Mark Hoge 206 263-9325	Prime	No

### Responsible Bidder Determination Form

List all projects under Contract by arbitration			e resulted in par	tial or final settleme	nt of the	
			Total Claims	Amoun		
		Contract	Arbitrated	Settlem		
Name of Client and Project		<u>Amount</u>	<u>or Litigated</u>	<u>of Clai</u>	of Claims	
We (ICON materials) were in	nvolved with litigation aga	inst our subcontractor o	ue to subcontractor's o	damage to property.		
Has Bidder, or an Mo D Yes If					ontract?	
Has Bidder, or any rethe past 5 years?	epresentative or pa	artner thereof, be	en assessed witl	n liquidated damage	s within	
	yes, give details:	while per	Forming o	on the 2023	Federo	
□ No Ves If overlax prog	san wet	and survey	1550es Li.	th monument.	s Res	
Has Bidder, or any re or been convicted of a work for any State, L	any offense that ha	s resulted in your				
⊠ No □ Yes If	yes, give details:	·				
Has Bidder, or any re or been convicted of ☑ No □ Yes If	any illegal restrain	ts of trade, includ	ling collusive bid	ding?	contest,	
Has Bidder ever I ☑ No □ Yes If	nad any Paymer yes, please state:	nt/Performance	Bonds called a	as a result of its	work?	
<u>Project Nan</u>	<u>ne</u>	Contracting Party	!	Bond Amou	<u>nt</u>	
Has Bidder ever b ☑ No □ Yes If y					t laws?	

### Responsible Bidder Determination Form

		of the federal bankruptcy laws or state
☑ No ☐ Yes	-	ton State Department of Revenue? with the Washington State Department of
Has any adverse legal judgment b ☑ No ☐ Yes If yes, give def	peen rendered against Bio tails:	
Has Bidder or any of its employees or other insurance company for a years? ☑ No ☐ Yes If ye	accidents resulting in fata	ashington State Workman's Compensation al injury or dismemberment in the past 5
<u>Date</u>	Type of Injury	Agency Receiving Claim
-		
Attach additional sheets as neede	d.	
		nat the foregoing information is true and ned authorizes the City of Tukwila to verify
Signature of Bidder Mark Ed	helberger 436	
Title: Construction Manager	Date:	July 22nd, 2025

#### PROPOSED EQUIPMENT AND LABOR SCHEDULE

(Use additional sheets if required)

#### Equipment to be used:

DESCRIPTION/TYPE	YEAR	CONDITION	OWN/RENT
SEE ATTACHED			
	-		5

Labor to be used: General foreman, paving foreman, paving superintendent, topside,	
screedman, roller operators, rakers, general laborers, excavators operator, traffic contro	ol,
flaggers, TCS.	
CPM Development Corporation DBA ICON Materials	
Name of Bidder  Jami Cain	
Signature of Authorized Official	
Assistant Secretary	
Title -	

**JULY 2025** 

#### PROPOSED SUBCONTRACTORS

Name of Bidder CPM Development Corporation DBA ICON Materials

In accordance with RCW 39.30.060 as amended, every bid that totals \$1 million or more shall include below the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

The successful Bidder must have the written permission of the Owner to make any change to this list.

76.64

Percent of total bid to be performed by Bidder

Name Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
	·	
— NOT A	plicable	
on this	project	

CPM Development
Corporation
DBA ICON Materials

2025 OVERLAY PROGRAM

**JULY 2025** 

		ment Corporation		eriais	-	
Qty	Description	jor Equipment De	Model Yr	Age	Condition	
10	3 Axle Pup Trailer	Peerless	1991	25	Good	Own
4	3 Axle Pup Trailer Transfer	Reliance	2007	9	Good	Own
4	3 Axle Pup Trailer Transfer	Reliance	2006	10	Good	Own
2	3 Axle Pup Trailer Transfer	Reliance	2005	11	Good	Own
2	3 Axle Pup Trailer Transfer	Sturdyweld	2012	4	Excellent	Own
3	4 Axle Pup Trailer	Sturdyweld	2006	10	Good	Own
1	Booster w/ Pintle Hitch	Superior	2010	6	Excellent	Own
1	Detachable Lowboy Trailer	Superior	2010	6	Excellent	Own
2	Side Dumps	Trail King	2007	9	Good	Own
1	Grove Hyd Crane 40 Ton	RT740	1980	36	Good	Own
1	Pettibone Hyd Crane 35 Ton	RT35	1976	40	Good	Own
1	Tymco Sweeper	600BAH	2007	9	Good	Own
1	John Deere Dozer	JD650LGP	2005	13	Good	Own
1	JD Backhoe Landscraper	210LE	1998	18	Good	Own
2	CAT Off-Hwy Dump Trucks	773B	1993	23	Good	Own
1	CAT Off-Hwy Dump Trucks	773B	1990	26	Good	Own
1	CAT Off-Hwy Dump Trucks	773B	1981	35	Good	Own
1	CAT Off-Hwy Dump Trucks	773E	2003	13	Good	Own
1	CAT Grader	140H	2004	14	Very Good	Own
1	Rahco Grader	140H	2004	14	Very Good	Own
1	Hitachi Mini Excavator	50ZTS	2005	13	Very Good	Own
1	Cat Backhoe	420	2013	5	Excellent	Own
70	Maint. & Operation Vehicles	Various	2016	2	Excellent	Own
1	Freightliner Dump Truck	FLD/TM	2005	11	Good	Own
5	Freightliner Dump Truck	FLD/TM	2006	10	Good	Own
4	Freightliner Dump Truck	FLD/TM	2007	9	Good	Own
1	Kenworth Dump Truck	T800B	1997	19	Good	Own
1	Mack Dump Trucks	RD688S	1998	18	Good	Own
2	Western Star Dump Trucks	49F/TM	2012	4	Excellent	Own
2	Western Star Tractors	49S/DS	2007	9	Good	Own
2	Western Star Lowboy Tractors	4900SA	2010	6	Excellent	Own
2	International Distributors	Bearcat	1995	21	Good	Own
1	Road Widener	Midland	2006	12	Very Good	Own
1	RoadTec Shuttlebuggy	SB2500D	2006	12	Good	Own
1	Weiler Transfer Machine	E2850	2017	1	Excellent	Lease
1	CAT Paver	AP1055B	2003	15	Good	Own
1	CAT Paver	AP1055E	2003	6	Excellent	Own
1	CAT Paver	AP1055D	2012	10	Excellent	Own
1	CAT Paver	AP555E	2010	8	Excellent	Own
1	CAT Paver	AP555E	2016	2	Excellent	Own
1	Volvo Paver	PF6110	2009	8	Very Good	Own
2	CAT Grade Rollers	CS563C	1995	23	Good	Own
1	Hypac Pneumatic Roller	C560B	2001	17	Good	Own

Page 1 Major Items Equipment Detailed List 1- 29 2020

1	Writgen Milling Machine	W1200FT	2001	17	Very Good	Own
5	Truck Scales & (2 Portables)	30 to 150 Ton			Excellent	Own
1	Auburn Asphalt Plant	Gencor			Very Good	Own
1	Seattle Asphalt Plant	StanSteel/Gencor			Very Good	Own
1	Complete Crushing Plant	Metso/JCI			Excellent	Own
1	Cat Excavator	320LLR	2010	8	Very Good	Own
1	Cat Excavator	345D	2011	7	Very Good	Own
1	Cat Excavator	336D	2011	7	Very Good	Own
1	Cat Mini Excavator	305E	2013	5	Excellent	Own
1	CAT AC Roller	CB224B	2007	11	Good	Own
2	CAT AC Rollers	CB24B	2016	2	Excellent	Lease
1	CAT AC Roller	CB24B	2017	1	Excellent	Lease
1	CAT AC Roller	CB34B	2016	2	Excellent	Lease
2	CAT AC Rollers (15 Ton)	CB54B	2016	2	Excellent	Lease
1	CAT AC Roller (15 Ton)	CB54XW	2013	5	Very Good	Own
1	CAT AC Roller (15 Ton)	CB434D	2012	6	Very Good	Own
1	CAT Mini Excavator	305E	2013	3	Excellent	Own
2	3 Axle Tilt Trailers	Dump Trk	1999	17	Good	Own
1	2 Axle Lowboy Trlr	Trail King	1999	17	Good	Own
1	3 Axle Lowboy Trlr	TrailKing	1999	17	Good	Own

#### PROPOSED SUBCONTRACTORS

Name of Bidder CPM Development Corporation DBA ICON Materials

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The successful Bidder must have the written permission of the Owner to make any change to this list.

Percent of total bid to be performed by Bidder	r%	
Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
		_
		_
		_
		_
		_
		_
-		
	w	i i

2025 OVERLAY PROGRAM JULY 2025

#### docusign.

**Certificate Of Completion** 

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Subject: Complete with Docusign: Bid Docs - 2025 Overlay Program - CITY OF TUKWILA.pdf

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Kristin Portillo

42 Fitzwilliam Square

Dublin, Dublin 2 D02 R279 kristin.portillo@iconmaterials.com

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kristin.portillo@iconmaterials.com

Location: DocuSign

Signer Events

Mark Eichelberger

mark.eichelberger@iconmaterials.com

Construction Manager

Security Level: Email, Account Authentication

(None)

Signature

Mark Eidulburger

Signature Adoption: Pre-selected Style Using IP Address: 136.226.56.124

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	7/22/2025 5:19:44 PM 7/22/2025 5:21:01 PM 7/22/2025 5:21:15 PM 7/22/2025 5:21:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature D	isclosure	

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#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact CRH Group Procurement Services Ltd.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

#### To advise CRH Group Procurement Services Ltd. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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#### To request paper copies from CRH Group Procurement Services Ltd.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with CRH Group Procurement Services Ltd.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CRH Group Procurement Services Ltd. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CRH Group Procurement Services Ltd. during the course of your relationship with CRH Group Procurement Services Ltd..

#### CPM DEVELOPMENT CORPORATION

























#### CERTIFICATE OF AUTHORITY

Please be advised, that the individuals whose names, titles and signatures appear below are authorized to execute proposals, contracts, bonds, and other documents and/or instruments on behalf of CPM Development Corporation, d/b/a ICON Materials. ICON Materials is a CPM Development Corporation trade name.

#### Name and Title

Ric Linares, Regional President

Michael McBreen, Vice President

Mark Eichelberger, Construction Manager

Christopher Williams, Operations Manager

Tami D. Cain, Assistant Secretary

Signature

Respectfully submitted,

CPM DEVELOPMENT CORPORATION

Marian Lajdanevic Maricar Hajdarevic Northwest Division CFO

STATE OF WASHINGTON) ) ss. COUNTY OF SPOKANE )

> On this day personally appeared before me Maricar Hajdarevic, known to me to be the person that executed the foregoing instrument on behalf of CPM Development Corporation, d/b/a ICON Materials and acknowledged said instrument to be the free and voluntary ad of said Corporation for the uses and purposes therein mentioned.

Notary Public State of Washington Michelle M Welch Commission No. 78431 Commission Expires 11-07-28

SUBSCRIBED and sworn to before me this \_13<sup>th</sup> day of May

Signature of Notary

Print or Type Name of Notary NOTARY PUBLIC in and for the State of Washington Residing at Spokane, WA

My Commission expires on 11.07.

Opening 7/22/2025

		Opening 7/22/2025		i	Engineer's	Estimate	I ICON I	Materials	Lakeside In	dustries Inc.	Northwe	st Asphalt
No.	Section	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ROADWAY	Section	nem .	Quantity	Oint	OTHE COSE	Total Cost	OTHE COSE	10101 0050	OTHE COSE	Total cost	O I II COST	Total cost
1	1-04	Unexpected Site Changes	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	1-05	ADA Features Surveying	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,560.00	\$ 7,560.00		\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
3	1-07	Resolution of Utility Conflicts	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
4	1-07	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 180.00	\$ 180.00		\$ 1,000.00	\$ 450.00	\$ 450.00
5	1-07	Employee Apprenticesjip Program (EAP) Utilization Plan	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 180.00	\$ 180.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00
6	1-07	Apprenticeship Hours	200	HR	\$ 10.00	\$ 2,000.00	\$ 73.00	\$ 14,600.00	\$ 10.00	\$ 2,000.00	\$ 55.00	\$ 11,000.00
7	1-07	Apprenticeship Utlization Goal Assessment	1	CALC	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00
8	1-09	Mobilization	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 137,000.00	\$ 137,000.00	\$ 240,000.00	\$ 240,000.00	\$ 220,000.00	\$ 220,000.00
9	1-10	Project Temporary Traffic Control	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 163,000.00	\$ 163,000.00	\$ 240,000.00	\$ 240,000.00	\$ 150,000.00	\$ 150,000.00
10	2-01	Roadside Cleanup	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
11	2-01	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,800.00	\$ 4,800.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
12	2-02	Removal of Structures and Obstructions	1	LS	\$ 4,400.00	\$ 4,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
13	2-02	Asphalt Pavement Removal Incl. Haul	800	SY	\$ 40.00	\$ 32,000.00	\$ 43.00	\$ 34,400.00	\$ 25.00	\$ 20,000.00	\$ 25.00	\$ 20,000.00
14	2-02	Cement Conc. Curb Removal Incl. Haul	390	LF	\$ 20.00	\$ 7,800.00	\$ 13.00	\$ 5,070.00	\$ 50.00	\$ 19,500.00	\$ 20.00	\$ 7,800.00
15	2-02	Cement Conc. Sidewalk Removal Incl. Haul	130	SY	\$ 40.00	\$ 5,200.00	\$ 64.00	\$ 8,320.00	\$ 110.00	\$ 14,300.00	\$ 60.00	\$ 7,800.00
16	2-02	Roadway Excavation Incl. Haul	270	CY	\$ 90.00	\$ 24,300.00	\$ 106.00	\$ 28,620.00	\$ 200.00	\$ 54,000.00	\$ 320.00	\$ 86,400.00
17	2-03	Unsuitable Foundation Excavation Incl. Haul	140	CY	\$ 95.00	\$ 13,300.00	\$ 67.00	\$ 9,380.00	7 00.00	\$ 9,100.00	\$ 150.00	\$ 21,000.00
18	4-04	Crushed Surfacing Top Course	2060	TON	\$ 75.00	\$ 154,500.00	\$ 56.00	\$ 115,360.00		\$ 82,400.00		\$ 175,100.00
19	5-03	HMA Joint Seal at Bridge End	240	LF	\$ 80.00	\$ 19,200.00	\$ 100.00	\$ 24,000.00		\$ 24,000.00	\$ 9.00	\$ 2,160.00
20	5-04	Pavement Repair Excavation Incl. Haul	550	CY	\$ 75.00	\$ 41,250.00	\$ 110.00	\$ 60,500.00		\$ 55,000.00	\$ 145.00	\$ 79,750.00
21	5-04	HMA Cl. 1/2" PG 58H-22	5520	TON	\$ 130.00	\$ 717,600.00	\$ 121.00	\$ 667,920.00	,	\$ 828,000.00	\$ 150.00	\$ 828,000.00
22	5-04	HMA for Pavement Repair Cl. 1/2" PG 58H-22	390	TON	\$ 175.00	\$ 68,250.00	\$ 166.00	\$ 64,740.00	,	\$ 103,350.00	\$ 250.00	\$ 97,500.00
23	5-04	Temporary Pavement	390	TON	\$ 175.00	\$ 68,250.00	\$ 153.00	\$ 59,670.00	7 200.00	\$ 58,500.00	\$ 250.00	\$ 97,500.00
24	5-04	Thickened Edge	3120	LF	\$ 5.00	\$ 15,600.00	\$ 3.25	\$ 10,140.00		\$ 6,240.00	\$ 4.00	\$ 12,480.00
25	5-04	Planing Bituminous Pavement	10930	SY	\$ 6.00	\$ 65,580.00	\$ 7.20	\$ 78,696.00		\$ 87,440.00		\$ 65,580.00
26	7-03	Storm Drain Marker	43	EA	\$ 5.00	\$ 215.00	\$ 43.00	\$ 1,849.00		\$ 5,590.00		\$ 4,300.00
27	7-05	Adjust Storm Manhole	3	EA	\$ 2,000.00 \$ 2,000.00	\$ 6,000.00	\$ 1,100.00	\$ 3,300.00		\$ 3,600.00		\$ 2,250.00
28 29	7-05 7-05	Adjust Sewer Manhole	22 43	EA EA	\$ 2,000.00 \$ 1,100.00	\$ 44,000.00 \$ 47,300.00	\$ 700.00 \$ 900.00	\$ 15,400.00 \$ 38,700.00		\$ 26,400.00 \$ 32,250.00	\$ 750.00 \$ 800.00	\$ 16,500.00 \$ 34,400.00
30	7-05	Adjust Catch Basin Rectangular Frame and Vaned Grate	14	EA	\$ 1,100.00	\$ 47,300.00 \$ 14,000.00	\$ 900.00 \$ 375.00	\$ 38,700.00 \$ 5,250.00		\$ 32,250.00 \$ 4,200.00	\$ 600.00	\$ 8,400.00
31	7-05	Rectangular Frame and Valled Grate  Rectangular Frame and ADA Grate	16	EA	\$ 1,250.00	\$ 20,000.00	\$ 375.00	\$ 6,000.00		\$ 4,800.00	\$ 600.00	\$ 9,600.00
32	7-05	Catch Basin Type 2, 48 In. Diam.	1	EA	\$ 1,250.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00		\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
33	7-03	Adjust Water Valve	59	EA	\$ 800.00	\$ 47,200.00	\$ 550.00	\$ 32,450.00		\$ 44,250.00		\$ 29,500.00
34	8-01	Erosion Control and Water Pollution Prevention	1	FA	\$ 10.900.00	\$ 10,900.00	\$ 600.00	\$ 600.00		\$ 40,000.00		\$ 5,000.00
35	8-04	Cement Conc. Curb and Gutter	460	LF	\$ 65.00	\$ 29,900.00	\$ 39.00	\$ 17,940.00		\$ 20,700.00	,	\$ 17,480.00
36	8-04	Cement Conc. Pedestrian Curb	30	LF	\$ 50.00	\$ 1,500.00	\$ 44.00	\$ 1,320.00		\$ 900.00		\$ 1,140.00
37	8-04	Cement Conc. Extruded Curb	140	LF	\$ 45.00	\$ 6,300.00	\$ 40.00	\$ 5,600.00		\$ 6,020.00	\$ 32.00	\$ 4,480.00
38	8-11	Guardrail Repair	90	LF	\$ 100.00	\$ 9,000.00	\$ 130.00	\$ 11,700.00		\$ 11,700.00	\$ 180.00	\$ 16,200.00
39	8-13	Adjust Monument Case and Cover	5	EA	\$ 700.00	\$ 3,500.00	\$ 725.00	\$ 3,625.00		\$ 2,500.00	\$ 550.00	\$ 2,750.00
40	8-14	Cement Conc. Sidewalk	230	SY	\$ 90.00	\$ 20,700.00	\$ 60.00	\$ 13,800.00		\$ 14,950.00		\$ 18,400.00
41	8-14	Cement Conc. Curb Ramp Type Perpendicular	8	EA	\$ 3,500.00	\$ 28,000.00	\$ 3,100.00	\$ 24,800.00		\$ 18,400.00	1 1	\$ 28,000.00
42	8-14	Cement Conc. Curb Ramp Type Parallel	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,100.00	\$ 3,100.00		\$ 2,700.00	\$ 3,500.00	\$ 3,500.00
43	8-14	Detectable Warning Surface	120	SF	\$ 20.00	\$ 2,400.00	\$ 55.00	\$ 6,600.00		\$ 3,600.00	\$ 75.00	\$ 9,000.00
44	9-12	Ecology Block	21	EA	\$ 250.00	\$ 5,250.00	\$ 325.00	\$ 6,825.00	\$ 500.00	\$ 10,500.00	\$ 300.00	\$ 6,300.00
TRAFFIC CO												
45	8-21	Permanent Signing	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 55,000.00	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00
46	8-22	Plastic Traffic Arrow	7	EA	\$ 100.00	\$ 700.00	\$ 258.00	\$ 1,806.00	\$ 250.00	\$ 1,750.00	\$ 195.00	\$ 1,365.00
47	8-22	Plastic Traffic Letter	8	EA	\$ 100.00	\$ 800.00	\$ 166.00	\$ 1,328.00	\$ 160.00	\$ 1,280.00	\$ 195.00	\$ 1,560.00
48	8-22	Plastic Pedestrian Marking	14	EA	\$ 350.00	\$ 4,900.00	\$ 400.00	\$ 5,600.00	\$ 400.00	\$ 5,600.00	\$ 400.00	\$ 5,600.00
49	8-22	Plastic Stop Line	180	LF	\$ 20.00	\$ 3,600.00	\$ 28.00	\$ 5,040.00		\$ 5,400.00		\$ 1,980.00
50	8-22	Plastic Crosswalk Line	250	LF	\$ 20.00	\$ 5,000.00	\$ 21.00	\$ 5,250.00		\$ 5,500.00	\$ 16.00	\$ 4,000.00
51	8-22	Paint Line, 4 Inch	11000	LF	\$ 2.00	\$ 22,000.00	\$ 0.98	\$ 10,780.00		\$ 11,000.00	\$ 0.80	\$ 8,800.00
52	8-22	Plastic Line, 4 Inch	34700	LF	\$ 2.50	\$ 86,750.00	\$ 2.00	\$ 69,400.00		\$ 69,400.00	\$ 2.00	\$ 69,400.00
53	8-22	Plastic Line, 6 Inch	10780	LF	\$ 3.00	\$ 32,340.00	\$ 3.00	\$ 32,340.00		\$ 32,340.00	\$ 2.00	\$ 21,560.00
54	8-23	Temporary Pavement Markings	31930	LF	\$ 1.00	\$ 31,930.00	\$ 0.50	\$ 15,965.00	\$ 0.55	\$ 17,561.50	\$ 0.50	\$ 15,965.00
ROADSIDE D	_							I			l	
55		Property Restoration	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
FRANCHISE								I				
56	8-19	Adjust Franchise Utility Manhole/Vault	3	EA	\$ 900.00	\$ 2,700.00	\$ 2,700.00	\$ 8,100.00		\$ 4,500.00	\$ 1,200.00	\$ 3,600.00
57	8-19	Adjust Gas Valve	16	EA	\$ 700.00	\$ 11,200.00	\$ 1,000.00	\$ 16,000.00	\$ 800.00	\$ 12,800.00	\$ 550.00	\$ 8,800.00
							L		L		L	
					TOTAL	\$ 2,159,310.00	IOTAL	\$ 1,984,599.00	IOTAL	\$ 2,409,016.50	IOTAL	\$ 2,374,795.00



Public Works Department - Jen Tetatzin, PE, PMP - Director

TO: **Transportation and Infrastructure Services Committee** 

FROM: Jen Tetatzin, Public Works Director

BY: **David Baus, Project Manager** 

CC: **Mayor Thomas McLeod** 

DATE: July 25, 2025

Water District 125, 2025 Overlay Project SUBJECT:

**Cost Share Agreement** 

#### ISSUE

Approve cost-share agreement with Water District 125 to help fund the construction of the 2025 Annual Overlay Project.

#### **BACKGROUND**

During the Summer of 2024 Water District 125 had a project to update some of their watermain along 51st Ave S eventually becoming Macadam Road S. Working with the District final overlay paving was able to be held off with the contingency that Water District 125 would give us a lump sum payment for the paving costs saved in order for the funds to be used in a bigger city performed overlay that would capture the work area from the water districts watermain project.

#### **DISCUSSION**

A takeoff was performed using the plan set from the watermain project showing how much of the road would have been overlayed. Converting this area into a price per ton of asphalt a unit price was finally applied to show the cost to purchase and install the asphalt using recent bid cost data.

#### **FINANCIAL IMPACT**

No contribution from the City. This is to accept funding from Water District 125.

#### RECOMMENDATION

Council is being asked to approve the cost-share agreement and to authorize signature of the contract with Water District 125, therefore accepting the lump sum payment of \$112,336.40, which includes a contingency of \$10,212.40.

#### Attachments:

Water District 125 Signed Contract

#### **FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made by and between the City of Tukwila ("City") and Water District 125 ("District"), a political subdivision of the State of Washington, a franchise utility district within Tukwila limits. These entities may be referred to individually as "Party" or collectively as the "Parties."

#### **RECITALS**

- A. The City is performing a grind and overlay on 51<sup>st</sup> Ave S continuing to Macadam Rd S from Klickitat Dr to 43<sup>rd</sup> Ave S. This is part of the City's Annual Overlay Project.
- B. In the summer of 2024, Water District 125 completed upgrades to its watermain infrastructure along Macadam Rd S. The City agreed to allow the District to leave the Macadam Rd S with a permanent trench patching, rather than require the District to undertake full re-paving in exchange for the District providing funding in the amount of \$102,124.00 to be allocated to the City of Tukwila for their Annual Overlay Project.
- C. The purpose of this Agreement is to set forth the terms and conditions by which the City permitted a temporary patch instead of a permanent repair, in exchange for receiving \$102,124.00 dollars for the purposes of the Annual Overlay Project.

**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, 2026. 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. District Responsibilities.
  - i. Within thirty (30) days of the Effective Date of this Agreement, The District 125 shall pay a one-time lump sum payment of one hundred two thousand one hundred twenty-four dollars (\$102,124.00) ("Lump Sum Payment") to the City of Tukwila for the purchase and installation of hot mix asphalt, as further described in Attachment A.
  - ii. In addition to the Lump Sum Payment, the District will hold in reserve a contingency payment of \$10,212.40 ("Contingency Payment"), to be made available to the City within thirty (30) days

written notice by the City of the need for the Contingency Payment. Use of the Contingency Payment is to address unforeseen subsurface conditions, including but not limited to unsuitable or unstable subbase material discovered during grinding and overlay operations. Use of these funds shall be limited to corrective measures such as excavation, replacement, stabilization, or other remedial work necessary to ensure structural integrity and compliance with project specifications.

#### 2.2. City Responsibilities:

i. The City will be responsible for completing, or causing to be completed, the work described in Attachment B ("Work") and all associated attachments, including design, permitting, and construction of Macadam Rd S asphalt overlay.

#### 3. Dispute Resolution.

3.1 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 3. The Parties' Agreement administrators are the persons identified in Section 8 to receive notice. 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 District Director or designee and the superior to the contract administrator for the City.

- 3.2 No Party may seek relief in a court of law until and unless the two-step process in Paragraph 3.1 is completed in good faith.
- 3.3 If the Parties cannot resolve the dispute using the process in Section 3.1, 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 The Parties agree that during any conflict or dispute resolution process they shall continue to diligently perform their respective responsibilities under this Agreement.

#### 4. 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.

#### 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 and appointed 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 Party 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 was expressly negotiated and agreed to by them. The provisions of this Section 5 shall survive and continue to be applicable to any Party exercising the right of termination pursuant to Section 9.

#### 6. Notice; Designation of Agreement Administrators; Signature Authority

- 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.
- 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:

Dylan Bailey Water District 125 3460 S 148<sup>th</sup>, Suite 110 Tukwila, WA 98168 206-242-9547 dylanbailey@waterdistrict125.com

Jen Tetatzin
The City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188
206-433-0179
Jen.Tetatzin@TukwilaWA.gov

#### 7. Records and Audit

7.1 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 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.

#### 8. Extension; Amendments.

- 8.1 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.
- 8.2 This Agreement may only be amended or extended by the mutual written consent of all Parties.

#### 9. Termination

9.1 This Agreement can only be terminated by mutual written agreement of the Parties.

#### 10. General Terms and Conditions

10.1 <u>Entire Agreement; Recitals and Exhibits Incorporated</u>. 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.

- 10.2 <u>Legal Relations</u>. 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.
- 10.3 <u>Compliance with Laws</u>. 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.
- 10.4 <u>Remedies Cumulative</u>. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or equity.
- 10.5 <u>Nonwaiver</u>. 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.
- 10.6 <u>Choice of Law; Venue.</u> 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.
- 10.7 <u>Legal Fees</u>. 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.
- 10.8 <u>Survival</u>. The provisions of Section 5 (Indemnity) and this Section 11 shall survive the expiration or earlier termination of this Agreement.
- 10.9 <u>Severability</u>. 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.

- 10.10 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.
- 10.11 <u>No Assignment</u>. 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 biding upon, enforceable by, and inure to the benefit of the Parties and their successors and assigns.
- 10.12 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.
- 10.13 <u>Counterparts</u>. 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.
- 10.14 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]

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

WATER DISTRICT 125	
The Lands C	7/11/85 Date
Approved as to Form By: Grea (Monager	
	7/11/2025 Date
Water District 125 Attorney As to form	Date
THE CITY OF TUKWILA	
	:
Printed Name	Date
Position	



#### INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director
BY: Adib Altallal, Utilities Engineer

CC: Mayor Thomas McLeod

DATE: **July 25, 2025** 

SUBJECT: Lift Station No. 2 Structural Modifications

**Construction Award** 

#### **ISSUE**

Award a construction contract for the Lift Station No. 2 Structural Modifications Project to the lowest responsible bidder, Combined Construction, Inc.

#### **BACKGROUND**

Lift Station No. 2 is a critical component of the City's sewer collection system. In 2015, upgrades were identified to improve pump reliability and reduce maintenance needs. The City completed major upgrades in 2022, which included new pumps, valves, and piping. As the system has been in operation, the need for improved structural access and modifications was identified to maintain safety and serviceability for operations and maintenance staff. This project provides structural retrofits within the existing lift station to facilitate safe removal and replacement of pumps, including the installation of a new steel gantry beam and hoist, modification of the concrete slab, and related structural improvements.

#### **DISCUSSION**

The Lift Station No. 2 Structural Modifications Project was advertised for bid in March 2025 for three weeks, and two bids were received and opened on March 25, 2025. The engineer's estimate for the construction work was \$200,839.50. The apparent low bidder is Combined Construction, Inc. with a bid of \$282,949.52. Staff and the City's consultant, PACE Engineers, have reviewed the bids for accuracy and responsiveness. Combined Construction, Inc. submitted the lowest responsive bid, which is approximately 40% higher than the engineer's estimate. The increased cost is attributed to current market conditions and the specialized nature of the structural retrofits within an active lift station.

#### FINANCIAL IMPACT

	<u>Contract</u>	<b>Budget (</b> '26)
LS2 Structural Modifications	\$282,949.52	
Contingency (20%)	<u>\$56,589.91</u>	
Total	\$339,539.43	\$500,000.00

#### **RECOMMENDATION**

The Council is being asked to award a construction contract to Combined Construction, Inc. in the amount of \$282,949.52 for the Lift Station No. 2 Structural Modifications Project and to consider this item on the Consent Agenda at the August 4, 2025 Regular Council Meeting.

#### **ATTACHMENTS**

Bid Tabulations Combined Construction, Inc. Bid Package

# **BID TABULATION**

Owner:	CITY OF TUKWILA	Bid Date:	3/25/25
Project:	LS #2 STRUCTURAL RETROFIT	Bid Time:	10:00 AM
Engineers:	PACE ENGINEERS	Job No.	80040201

							;			
				ENGINEER	ENGINEER'S ESTIMATE	Combined C	Combined Construction	General Mechanical	echanica	ī
ITEM NO.	ITEM OR TASK DESCRIPTION	TIND		UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	L.
-	Mobilization	ST	1	\$14,750.00 \$	\$ 14,750.00	34,000.00	\$ 34,000.00	40,000.00	\$ 40,0	40,000.00
2	Structural Retofit of Existing Lift Station	ST	1	\$135,000.00	\$135,000.00 \$ 135,000.00	\$182,400.00	\$182,400.00 \$ 182,400.00	\$440,000.00 \$ 440,000.00	\$ 440,0	00.00
8	Modification of Inlet Drop Pipe	rs	1	\$5,000.00	\$ 5,000.00	\$9,680.00	\$ 9,680.00	\$20,000.00		20,000.00
4	Site Restoration and Cleanup	ST	1	\$7,500.00	\$ 7,500.00	\$10,680.00	\$ 10,680.00	\$7,500.00	\$ 7,5	7,500.00
5	Unexpected Site Changes	FA	1	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00		20,000.00
					- \$		\$		\$	-
		S	SUBTOTAL		\$ 182,250.00		\$ 256,760.00		\$ 527,5	527,500.00
	10.20%		SALES TAX		\$ 18,589.50		\$ 26,189.52	•	\$ 53,8	53,805.00
		ř	TOTAL BID		\$ 200,839.50		\$ 282,949.52		\$ 581,305.00	02.00

## Error in Bid Apparent low bidder

I hereby certify that this tabulation represents all bids received and that the total bid prices have been checked or corrected based on the unit prices provided in the bids. Corrections did not change the order of the bids, unless noted otherwise.

City of Tukwila, Washington

#### **PROPOSAL**

(unit price)

	,
Contractor's Name Combined Construction,	Inc.
Contractor's State License No. COMBICI893N	T
City of Tukwila Project Nos. <b>800 402 01</b>	
To the Mayor and City Council	

The undersigned (Bidder) hereby certifies that they personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled **LIFT STATION #2 STRUCTURAL MODIFICATIONS**, which includes but is not limited to:

Retrofit of the existing access hatch and existing concrete slab within an underground lift station to facilitate the removal of existing pumps. This will allow the pumps to be lifted out of their current position within the lift station by a new steel gantry beam and hoist installed in the upper level of the lift station. The project also includes installing a new structural steel floor support system underneath existing slab to facilitate slab cutting and demolition. New floor coverings will be installed at the new slab opening to maintain floor space. The project also includes cutting a section of the inlet tee "downpipe" located within the wetwell. The Bidder shall attain Physical Completion of all Work in all respects within 45 working days from the date stated in the written Notice to Proceed.

The undersigned further certifies that they have read and thoroughly understand these Documents which govern all Work embraced in this improvement and the methods by which payment will be made for said Work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (check one) 🖾 bid bond or  $\Box$  cash,  $\Box$ cashier's check,  $\Box$  certified check, or  $\Box$  postal money order made payable to the City of Tukwila equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

The Bidder shall attain Physical Completion of all Work in all respects within 45 working days from the date stated in the written Notice to Proceed. If the work is not completed within this time period, Bidder shall pay liquidated damages to Owner as specified in Section 1-08.9 of the Standard Specifications for every calendar day work is not Physically Complete after the expiration of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

### LIFT STATION #2 STRUCTURAL MODIFICATIONS PROJECT NO. 800 402 01

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

It is the intent of the OWNER to award the lowest responsible BIDDER for the total price bid for the project.

#### **BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Incl. Erosion and Traffic Control)	1	LS	34,000.00	34,000.00
2	Structural Retrofit of Existing Lift Station	1	LS	182,400.00	182,400.00
3	Modification of Inlet Drop Pipe	1	LS	9,680.00	9,680.00
4	Site Restoration and Cleanup	1	LS	10,680,00	10,680.00
5			\$20,000.00		
	SUBTOTAL 256,760.00				
10.2% SALES TAX 26,184.52			.52		
TOTAL AMOUNT BID 187,949,52				9.52	

Tax Rule 170 applies per Section 1-07.2.

Total Bid Price in Words: Two Hunds	red Eighty Two Thousand Nine
Hundred Fourty Nine Dolla	V

#### **Bids Submitted on Computer Printouts**

Bidders, at their option, in lieu of handwriting in the unit prices in figures in ink on the Bid forms above, may submit an original computer printout sheet with their bid, as long as the following requirements are met:

- 1. Each sheet of the computer printout must contain the exact same information as shown on the hard-copy bid form Project Name, Schedule Name, column headings in the order shown, totals, etc.
- 2. The computer printout of the Bid Proposal must have the exact certification language shown below, signed by the appropriate officer of the firm.
- 3. If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, and all Addenda that may have been issued, etc.

If any of these things are missing or out of order, the bid may be rejected by the Owner.

The unit and lump sum prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices. If the Bid submitted by the Bidder contains both the form on these Bid Proposal sheets, and also a computer printout, completed according to the instructions, the unit bid prices shown on the computer printout will be used to determine the bid.

Put this certification on the last sheet of the Bid computer printout, and sign:

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items contained in this Proposal are the unit and lump sum prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts.



By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum		Addendum	
No.	Date of Receipt	No.	Date of Receipt
1	March 13, 2025	3	
2		4	

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

It is understood that Owner may accept or reject all bids.

The Surety Company which will furnish the required Payment and Performance Bond is

HUB In	ternational	of _12100 N	E 195th St, Suite 200, Bothell, W	VA 98011
	(Name)		(Address)	
Bidder: Comb	oined Construction	n, Inc.		
Signature of A	Authorized Officia	l:		
Printed Name	e and Title: <u>Kyle</u>	Smith, President		
Address: 370	01 South Rd, Mukil	Lteo, WA 98275	The Control of the Co	
			<u></u>	
Check One:	☐ Individual	☐ Partnership	State of Incorporation: Washing	gton
	☐ Joint Venture	E X Corporation		
Phone No.:_4	25-610-4334		Date: March 25, 2025	

This address and phone number is the one to which all communications regarding this proposal should be sent.

#### NOTES:

- 1. If the Bidder is a co partnership, give the firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a Corporation, proposal must be executed in the Corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
- 2. A bid must be received on all items. If either a unit price or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

#### **BID SECURITY**

<b>Bid Deposit</b> : The undersigned Principal hereby deposit the form of a cash deposit, certified or cashier's c	
O	R
Tukwila (Owner) in the penal sum of Five Perce	y), are held and firmly bound unto the City of nt (5%) of Total Amount Bid), which for the payment of which executors, administrators, successors and
<b>Conditions</b> : The Bid Deposit or Bid Bond shall be a total bid, including sales tax and is submitted by P for <b>Lift Station #2 Structural Modifications</b> Project Proposal and Bid Documents.	rincipal to Owner in connection with a Proposal
Now therefore,	
<ul> <li>a. If the Proposal is rejected by Owner, or</li> <li>b. If the Proposal is accepted and Principal shall         Owner in accordance with the terms of the Properformance of said Project and for the payme materials in connection therewith, with Surety</li> </ul>	pposal and shall furnish a bond for the faithful ent of all persons performing labor or furnishing
then this Bid Security shall be released; otherwise Principal shall forfeit the Bid Deposit or Surety sha amount of the Bid Bond, as penalty and liquidated	ll immediately pay and forfeit to Owner the
The obligations of Surety and its Bid Bond shall be of time within which Owner may accept bids; and sextension.	
Signed and dated this 13th day of March	, 20 <u>25</u> .
Combined Construction, Inc.	Arch Insurance Company
Principal By:	Surety By:
Figure of Authorized Official  Title	Attorney-in-Fact Emma C. Doleshel (Attach Power of Attorney)
Name and address of local office of	HUB International Northwest LLC
Agent and/or Surety Company:	P.O. Box 3018
	Bothell, WA 98041-3018
Surety companies executing hands must appear on the	e current Authorized Insurance List in the State of

Washington per Section 1-02.7 of the Standard Specifications.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

#### POWER OF ATTORNEY

#### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chad Epple, Dana Brown, Emma C. Doleshel, Grant E. Ingalls, Heather L. Allen, Jim S. Kuich, Jim W. Doyle, Natalie C. Chau, Steven Wagner and Theresa A. Lamb of Bothell, WA (EACH) Amanda Ivey, Annette Troseth, Carol Lowell, Cheri Mrak, Clayton McCaul, Jacqueline Hansen, Tamara Combs, Tami Miller and Ted Baran of Anchorage, AK (EACH) Sarah H. Behrens of Palmer, AK

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect;

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, scaled and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day nsurance of December, 2024.

> SEAL 1971

Missouri

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Scal MICHELE TRIPODI, Motory Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

CERTIFICATION

2005

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 10, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this

CORPORATE

SEAL

alssour!

Michele Tripodi, Notary Public

My commission expires 07/31/2025

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance Company Claims Department

Surety Claims P.O. Box 542033

Omaha, NE 68154 suretyclaims@archinsurance.com

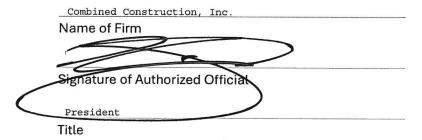
To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

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#### NON-COLLUSION DECLARATION

STATE OF WASHINGTON	)
	) ss
COUNTY OF KING	)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Tukwila project named **Lift Station #2 Structural Modifications**, Project No. 800 402 01.



SEAL



Signed and sworn to before me on this \_\_\_\_\_\_ day or

Signature of Notary Public in and for the State of Washington, residing at SACHOM/SH WA

My appointment expires: \_/O

#### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

#### 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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#### RESPONSIBLE BIDDER DETERMINATION FORM

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder:	Combined Const	ruction, Inc.	
Address of Bidder:	3701 South Rd		
Mukilteo	Washington	98275	
City	State	Zip Cod	e
Contractor's License Noco	MBICI893NT	WA State UBI No.	603-119-288
License Bond		Dept. of L&I	
Registration No.	11647690000	Worker's Comp. Acct. No	433852000
Bidder is a(n): $\square$ Individual $\square$	Partnership 🗆 Joi	int Venture	
	d in the State of	ashington	
List business names used by B	idder during the pa	ast 10 vears if different tha	n above:
N/A	=		
Bidder has been in business co	ontinuously from _	2011	<del>_</del> ,
		Year	
Bank Reference Pacific Premie	er	Nikki Dickerson	425-330-6868
Bank		Account Officer	Officer's Phone No.
No. of regular full-time employ	ees:25		
,			
Number of projects in the past	10 years complete	ed: 425 ahead of schedul	e <u>25</u> on schedule
		_o_behind schedule	
Bidder has had experience in w	ork comparable to	that required for this Proje	ect:
As a prime contractor for	14	years.	
As a subcontractor for	14	years.	
List the supervisory personnel t (Project Manager, Principal For			or work on this project
		How Long	,
Name	Title	With Bidde	er
Kyle Smith	Project Manage	r 14 years	
Zane Gardner	Foreman	12 years	
Colin Smith	Superintendent	12 years	

Surveyor's Name: N/A			<del></del>
List all those projects, of sim Include a reference for each. information. The bidder must nature and size.	Any attached pre	printed project listing m	ust include all this
Project Name	Year <u>Completed</u>	Contract Amount	Owner/Reference Name and Phone
City of Tacoma - Hood St Facilities	2023	\$4,300,000	Geff Yotter - 253-502-8742
& S Tacoma Pump Station			
City of Yakima - 1st Level Reservoir	2023	\$1,100,000	Mike Shane - 509-576-6480
Alderwood Water & Wastewater District-			
Meter 1 Vault Rehab	2021	\$480,000	David MacDonald - 425-741-796
FICECT I VOUTE KENDD			
Chelan County PUD - Rocky Reach Dam	2022	\$600,000	Jesse Fulwiler - 509-661-450
	2022	\$600,000	Jesse Fulwiler - 509-661-450
Chelan County PUD - Rocky Reach Dam  Concrete Repairs  List all projects undertaken in	the last ten (10) y	/ears which have resulte	
Chelan County PUD - Rocky Reach Dam  Concrete Repairs	the last ten (10) y	years which have resulte gation in the courts: Total Claims A Arbitrated S	
Concrete Repairs  Concrete Repairs  List all projects undertaken in settlement of the Contract by  Name of Client and Project  N/A  Has Bidder, or any representa	the last ten (10) y arbitration or litig  Contract Amount	years which have resulted fation in the courts:  Total Claims A Arbitrated S or Litigated of the court of the	mount of ettlement of Claims
Chelan County PUD - Rocky Reach Dam  Concrete Repairs  List all projects undertaken in settlement of the Contract by  Name of Client and Project  N/A	the last ten (10) y arbitration or litig  Contract Amount	years which have resulted fation in the courts:  Total Claims A Arbitrated S or Litigated of the court of the	mount of ettlement of Claims
Concrete Repairs  Concrete Repairs  List all projects undertaken in settlement of the Contract by  Name of Client and Project  N/A  Has Bidder, or any representa	the last ten (10) y arbitration or litig  Contract Amount  tive or partner the	rears which have resulted ation in the courts:  Total Claims A Arbitrated S or Litigated or Litigated areof, ever failed to compare the compare of the courts:	mount of ettlement of Claims
Concrete Repairs  List all projects undertaken in settlement of the Contract by  Name of Client and Project  N/A  Has Bidder, or any representa	the last ten (10) y arbitration or litig  Contract Amount  tive or partner the s:	rears which have resulted ation in the courts:  Total Claims A Arbitrated S or Litigated or Litigated areof, ever failed to compare the compare of the courts:	mount of ettlement of Claims

Has Bidder ever been	found guilty of violating any State or	Federal employment laws?
No □ Yes If yes, giv	e details:	
	or protection under any provision of o □ Yes If yes, give details:	the federal bankruptcy laws or state
	judgment been rendered against Bio	
Compensation or othe	s employees filed any claims with W r insurance company for accidents past five (5) years? 🗵 No 🗆 Yes If y	resulting in fatal injury or yes, please state:
	Type of Injury	Agency Receiving Claim
		e foregoing information is true and dauthorizes the City of Tukwila to verify
Signature of Bidder		
Title: President	Date	March 25, 2025

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#### CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is

true and correct. Combined Construction, Inc. Bidder's Business Name Signature of Authorized Official Kyle Smith Printed Name President Title March 25, 2025 Mukilteo Washington Date City State Check One: ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture State of Incorporation, or if not a corporation, State where business entity was formed: Washington If a co-partnership, give firm name under which business is transacted: N/A

\*If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, a proposal must be executed by a partner.

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#### PROPOSED EQUIPMENT AND LABOR SCHEDULE

(Use additional sheets if required)

Equipment to be used:

DESCRIPTION/TYPE	YEAR	CONDITION	OWN/RENT
Ford F-450 Service Body	2023	Excellent	Own
Gehl Reach Forklift	2021	Very good	Own
Lincoln Welder	2022	Excellen	Own
Hand Tools	2024	t Excellent	Own
	***		
			1

Labor to be used: PM, Foreman, Superintendent, labor	rers, ironworkers
	Combined Construction, Inc.  Name of Bidder
	Signature of Authorized Official  President

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#### PROPOSED SUBCONTRACTORS

Name of Bidder <u>Combined Construction</u> , Inc.
In accordance with RCW 39.30.060 as amended, every bid that totals \$1 million or more shall include below the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: structural steel installation, rebar installation, electrical, heating, ventilation, air conditioning and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28, and, or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. Prime Contractor must declare if they intend to perform any of these items.
<b>=</b>

The successful Bidder must have the written permission of the Owner to make any change to this Percent of total bid to be performed by Bidder \_\_\_\_\_\_% Schedule/Bid Item Numbers Subcontractor will perform % of Total Bid Name WORK TO BE PERFORMED BY PRIME CONTRACTOR All phases of project

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#### **Contractors**

#### **Combined Construction Inc**

Owner or tradesperson

Principals

Smith, Kyle Charles, PRESIDENT

COMBINED CONSTRUCTION INC, AGENT

 Jones, Richard Owen, SECRETARY (End: 08/28/2013)

 A. Shawn Hicks P.S., AGENT (End: 08/28/2013)

Doing business as

**Combined Construction Inc** 

WA UBI No. **603 119 288** 

Business type Corporation

3701 SOUTH RD MUKILTEO, WA 98275

**SNOHOMISH County** 

425-610-4334

Governing persons

KYLE

SMITH

AUGUST JOHN SMITH;

#### Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

**Construction Contractor** 

Active

Meets current requirements.

License specialties

GENERAL

License no.

**COMBICI893NT**Effective — expiration

08/30/2011— 08/31/2025

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Arch Insurance Co \$12,000.00

Bond account no. **SU11647690000** 

Received by L&I Effective date 06/17/2020 07/12/2020 Expiration date

**Until Canceled** 

**Bond history** 

Insurance

Admiral Insurance Co \$1,000,000.00

Policy no.

CA000051202-01

Received by L&I Effective date 10/22/2024 12/05/2023 Expiration date

12/05/2025

Insurance history

#### Savings

No savings accounts during the previous 6 year period.

#### Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

#### -&l Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

#### **License Violations**

No license violations during the previous 6 year period.

#### **Certifications & Endorsements**

#### **OMWBE Certifications**

No active certifications exist for this business.

#### **Apprentice Training Agent**

Registered training agent. Check their eligible programs and occupations.

#### Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

216,146-00

Account is in good standing.

Quarterly report received and is being processed.

Doing business as

#### COMBINED CONSTRUCTION INC

Estimated workers reported

#### Pending current quarter filing

Workers' Comp Account Contact

T0 / JOSHUA TONN (360) 902-4802 - Email: TONK235@Ini.wa.gov

#### **Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

#### Required Training- Effective July 1, 2019

Exempt from this requirement.

#### **Contractor Strikes**

No strikes have been issued against this contractor.

#### Contractors not allowed to bid

No debarments have been issued against this contractor.

#### **Workplace Safety & Health**

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



#### INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director
BY: Adib Altallal, Utilities Engineer

CC: Mayor Thomas McLeod

DATE: **July 25, 2025** 

SUBJECT: Lift Station No. 2 Structural Modifications

Design & Construction Management – Amendment #2

#### **ISSUE**

Approve Amendment #2 to the professional services agreement with PACE Engineers to provide additional construction management and specialty inspection services for the Lift Station No. 2 Structural Modifications Project.

#### **BACKGROUND**

Lift Station No. 2 is a critical component of the City's sewer collection system. In 2015, upgrades were identified to improve pump reliability and reduce maintenance. Major improvements were constructed in 2022, followed by the current project focused on structural modifications to improve maintenance access and operational safety. These include structural retrofits, a new hoist system, and internal slab and grating modifications.

#### **DISCUSSION**

Due to the complex nature of the structural retrofits within an active sewer lift station, additional construction management and specialty inspection services are needed to ensure successful project delivery. These services include electrical, mechanical, and structural inspections as well as coordination and quality assurance support.

#### FINANCIAL IMPACT

	<u>Contract</u>	<u>Budget ('26)</u>
Contract + Amendment 1	\$92,737.00	
Amendment 2	<u>\$43,880.00</u>	
Total	\$136,617.00	\$500,000.00

#### **RECOMMENDATION**

The Council is being asked to approve Amendment #2 to the professional services agreement with PACE Engineers in the amount of \$43,880.00 for construction management and inspection services for the Lift Station No. 2 Structural Modifications Project, and to consider this item on the Consent Agenda at the August 4, 2025 Regular Council Meeting.

#### **ATTACHMENTS**

Amendment #2 to Professional Services Agreement Fee Estimate & Scope of Services



#### City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

#### **CONTRACT FOR SERVICES**

#### Amendment No. 2

#### Between the City of Tukwila and PACE Engineers

That portion of Contract No. 24-030 between the City of Tukwila and PACE Engineers is hereby amended as follows:

#### Section 4A: Payment.

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 \$136,617.00 without express written modification of the Agreement signed by the City.

All other provisions of the contract shall remain in full force and effect.					
Dated this day of	, 2025.				
CITY OF TUKWILA	PACE ENGINEERS				
Thomas McLeod, Mayor	Printed Name:				
ATTEST/AUTHENTICATED	APPROVED AS TO FORM				
Andv Youn. MMC. Citv Clerk	Office of the City Attorney				

CA Reviewed May 2020 Page 1 of 1



#### **ADDITIONAL SERVICES AGREEMENT #2**

TO: City of Tukwila PROJECT NAME: Tukwila LS #2 – Structural Modifications

C/O Adib Altallal, PE Contract No. 24-030

6300 Southcenter Blvd Ste 100

Tukwila, WA 98188 PROJECT NO.: 24444

FROM: Bill Reynolds, PE DATE: July 16, 2025

SUBJECT: Construction Administration & Inspection proposal

This Service Agreement is intended to advise that a request for services has been made which is not in our Scope of Services or Fee. The subject contract is herein amended to incorporate the following scope of services:

#### Scope of Services

The addition of Construction Administration & Inspection services for the Tukwila LS #2 – Structural Modifications project has been requested by The City of Tukwila. The following narrative is meant to be an expansion of the currently executed contract between the City of Tukwila and PACE Engineers, Inc.

PACE Engineers, Inc. proposes to amend the current contractual scope to include engineering inspection and construction administration services. These services or tasks are listed below and provide a brief description of what each task entails.

#### Tasks

#### Task 1 - Project Management

- PACE will provide administration and coordination throughout the duration of the project, including contracting and invoicing, scheduling, and client coordination.
- PACE will conduct regular coordination and update meetings virtually with The City of Tukwila Staff at project milestones and as needed.

#### Task 2 - Materials Submittal Review (10 Total)

 PACE will provide Structural Engineer review and approval for materials used in the completion of the project. A maximum of 16 submittals have been assumed.

#### Task 3 - RFI Review and Coordination (8 total)

- PACE will provide assistance to the contractor and Jurisdiction in finding the most appropriate solution to RFIs.
- Lead coordination efforts with interested parties.

July 16, 2025 Adib Altallal, PE City of Tukwila Public Works Additional Services Agreement #1 Page 2 of 3

#### Task 4 - Construction Inspection Services

 PACE will provide Inspection services that will include observation and reporting of contractor and subcontractor installation activities. This task also includes special inspections on an as needed basis. Construction inspection services assume a 15day duration of 4 hours per day for a total of 60 hours.

#### Task 5 - Closeout, Punchlist, & As-Builts

 PACE will provide services for this task which will include punchlist development & walkthrough, as-built preparation, and final project acceptance assistance.

#### Deliverables

- Inspection reports which will include written documentation of onsite contractor labor, machinery, and material deliveries.
- Confirmation of approved materials being used on the project and collection of delivery tickets.
- Engineering review and coordination of project materials.
- Project compliance with the approved plans, specifications, and other applicable standards.
- Photo documentation.
- Inspector's as-built markups and documentation.
- Punchlist walkthrough and administration.

#### Fee

Client agrees to pay PACE for the above services on the basis of an hourly labor rate plus reimbursable expenses, not to be exceeded without written authorization from the Client. Specifically, PACE will invoice the Client for the additional services of project inspection as mentioned above.

For inspection and construction services, we are requesting a change order of \$43,880.00. This includes the tasks and deliverables as mentioned in this amended services agreement, approximately 156 hours of effort on a time and expense basis. This will provide materials review and approval, RFI review and coordination, and site project management and inspection funding from the start of mobilization to the final acceptance of the project by the City. This amount will be applied in conjunction with the requested inspection services amount for the duration of the contract.

The subtotal for this scope amendment is \$43,880.00. The total amended budget would increase from \$92,737.00 to \$136,617.00.

All services provided within the scope of this ASA will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.



July 16, 2025 Adib Altallal, PE City of Tukwila Public Works Additional Services Agreement #1 Page 3 of 3

Willformla	I accept the above described Scope of Services and Fee Structure.
Authorized PACE Representative Signature	Authorized Client Representative Signature
William Reynolds	
Printed Name	Printed Name
Sr. Principal Engineer	
Title	Title
July 18, 2025	
Date	Date

ct Estimates should consider a 10% to 15% contingency	for unknown conditions where applicable.			Select this column when adding more columns.	_	Re	ev. 1/27/2025
ct Estimates should consider escalation for projects exte	anding over one calendar year.		_		Fee Schedule:	STANDARD	
E	Free Form Input - Project Budgeter can define work item desc Defined Input - Project budgeter must use defined Labor Code			s Attached)			
Engineera						Project Budget Works	heet - 2025
Project Name	Tukwila Lift Station #2 Structural Modifications	Location:	Tukwila, WA		Prepared By:	JS & SD	

PACE Engineers													Proj	ect Budget wo	orksneet - 2025
Project Name		Tukwila Lift S	tation #2 Struct	ural Modificatio	ns	Location:		Tukwi	la, WA		1	Prepared By:		JS & SD	
Project #:		24444		Billing Group #:		1	Task #:				•	Date:		7/16/2025	
							Labor Hours by	Classification							
	Labor														
Staff Type # (See Labor Rates Table)	Code	1	103												
Staff Type Hourly Rate		\$305	\$222											1	
Staff Name (optional)														1	
	Job	Sr. Principal	Structural												
Drawing/Task Title	Title	Engineer	Engineer											Hour Total	Dollar Total
Task 1 - Project Management		2	10											12.0	\$2,830.00
Task 2 - Materials Submittal Review (10 Total)		2	32						1					34.0	\$7,714.00
Task 3 - RFI (8 Total)		4	24						ĺ	ĺ				28.0	\$6,548.00
Task 4 - Construction Inspection (15 days @ 4 hr/d)		6	60											66.0	\$15,150.00
Task 5 - Closeout, Punchlist, & As-Builts		2	14											16.0	\$3,718.00
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									Ļ						
Previous Contract Adjustment															\$7,500.00
Hours Total		16.0	140.0											156.0	i
Labor Total		\$4,880	\$31,080						i						\$43,460.00

Expenses	Reimbursable			
	Rate/Unit			
Postage/Courier				
Printing Costs				
Photo/Video		-		
Mileage/Travel/Per Diem (40 miles round trip per day)	\$0.70	600	\$420.00	
Previous Contract Adjustment				
	Total		\$420.00	

Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal Markup	

PACE Billed Labor Total	\$43,460.00
Reimbursable Expenses	\$420.00
Subconsultants	
Total Project Budget	\$43,880.00

File: 24444 Inspection Services ASA #1 Budget Est, Fee Worksheet Page 1 of 1 Printed: 7/16/2025, 3:39 PM



Public Works Department – Jen Tetatzin, PE, PMP – Director

TO: Transportation and Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director

BY: Sherry Edguid / Josh Hopkins, Project Manager

CC: Mayor Thomas McLeod

DATE: **July 25, 2025** 

SUBJECT: Gilliam Creek Culvert Erosion Repair

Project No. 82541202 Construction Bid Award

#### **ISSUE**

Request Council approval to award the construction contract for the Gilliam Creek Culvert Erosion Repair to Hoffman Construction, Inc., the lowest responsive and responsible bidder, in amount of \$182,639.64

#### **BACKGROUND**

The Gilliam Creek bank upstream of the inlet to the culvert that runs beneath the S. 66<sup>th</sup> Avenue bridge has experienced increased scouring over time, particularly in response to large storm events. Unimpeded scour at this location could compromise the adjacent road embankment. This project entails repairing eroded portions of the bank by placing rock and boulders to armor the embankment and protect the inlet, and permeable ballast to reinforce the embankment and vegetation restoration. Work is anticipated to be completed within approximately 18 working days. The construction schedule will need to comply with the permitted in-water work window between August 1 and September 30.

#### **DISCUSSION**

A call for bids was advertised on June 30 and July 7, 2025, editions of the Seattle Times and DJC. Five (5) bids were opened on July 15, 2025. The bids were tabulated and checked for errors. Three (3) bids were above the engineer's estimate of \$339,834.76 and two below. The confirmed lowest bidder was Hoffman Construction, Inc. with a bid price of \$182,639.64.

#### FINANCIAL IMPACT

Construction costs associated with the Gilliam Creek Culvert Erosion Repair Project are funded by a King County Flood Control District Flood Reduction grant of \$479,639.00.

Contract \$182,639.64 KC FCD Grant \$479,639.00

Contingency – 20% \$36,527.93 **Total** \$219,167.57

#### **RECOMMENDATION**

Council is being asked to approve the construction award with Hoffman Construction, Inc. in the amount of \$182,639.64 plus contingency for the Gilliam Creek Culvert Erosion Repair Project and consider this item on the Consent Agenda at the August 4, 2025 Regular meeting.

#### Attachments:

Bid tabulation

Gilliam Creek Erosion Repair CIP

## CITY OF TUKWILA OFFICE OF THE CITY CLERK

#### Jennifer Marshall, Deputy City Clerk

#### **BID OPENING**

### GILLIAM CREEK CULVERT EROSION REPAIR PROJECT PROJECT NUMBER: 825 412 02

July 15, 2025 – 10:00 A.M.

3ids were accepted until the hour of 9:30 a.m. via USPS mail and in-person at the City Clerk's front counter. Bidders could access the bid opening and hear bids read publicly aloud via Microsoft Teams, by dialing (253) 292-9750, Conference ID: 136 653 345#

BIDDER NAME & DATE OF RECEIPT	SECURITY BID REC'D.?	ADDENDA ACKNOWLEDGED (0)	TOTAL BID PRICE (Including Tax)	APPARENT LOWEST BIDDER (RANK ORDER)
Hoffman Construction, Inc July 15, 2025 @ 9:30AM	Yes	X	\$182,639.64	1
TMC Contractors, LLC July 15, 2025 @ 9:30AM	Yes	X	\$312,394.96	2
Olson Brothers Excavating, Inc July 15, 2025 @ 9:30AM	Yes	Х	\$346,606.55	3
Southworth & Sons, Inc July 15, 2025 @ 9:30AM	Yes	X	\$448,854.19	4
Northwest Cascade, Inc July 15, 2025 @ 9:30AM	Yes	X	\$518,064.53	5
ENGINEER'S ESTIMATE			\$339,834.76	

The above figures appear as written within bid documents; and as read aloud at bid opening. THEY DO NOT, however, REPRESENT ANY BID AWARD; apparent low or otherwise.

DATED this 15th day of July 2025.

Jennifer Marshall, Deputy City Clerk

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT: Gilliam Creek Erosion Repair Project # 82541202

Project Manager Joshua Hopkins Department Surface Water

**DESCRIPTION:** Stabilize and protect eroded streambank slopes upstream of the 66th Ave S culvert inlet

This project is intended to protect the 66th Ave S roadway infrastructure and prevent future flooding to

South center.

The project has been scoped for design, permitting and construction and a grant applied for with the Flood STATUS:

Control District to cover all costs.

MAINTENANCE IMPACT: M&O is for three years, so 3x \$8,400. Mitigation is expected in the form of vegetation restoration for

temporary and permanent impacts, cost is unknown.

This work is to occur during the in-water work window for the Green River and Gilliam Creek and may

require mitigation for project impacts to aquatic and stream buffer habitat.

					_		_		1							
FINANCIAL (in thousands)	2	025	2	026	2	027	2	028	2	029	2	030	Ве	yond	T	OTAL
Project Costs																
Design	\$	128	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	128
Construction Mgmt.	\$	90	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	90
Construction	\$	263	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	263
Total Project Costs	\$	481	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	481
Project Funding																
Proposed Grant	\$	481	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	481
Total Project Funding	\$	481	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	481



Public Works Department - Jen Tetatzin, PE, PMP - Director

TO: Transportation and Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director

BY: Mike Perfetti, Surface Water Sr. Program Manager

CC: Mayor Thomas McLeod

DATE: **July 25, 2025** 

SUBJECT: WRIA 9 Interlocal Agreement 2026-2034

**Project No. 91641205** 

#### **ISSUE**

Approve the 2026-2034 Interlocal Agreement (ILA) for the Green River, Duwamish River and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9.

#### **BACKGROUND**

There are 62 WRIAs in Washington State that delineate the state's major watersheds. Tukwila is one of 17 local jurisdictions within WRIA 9, whose main responsibilities include addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound watersheds and proactively working to address the ESA listing of Puget Sound Chinook salmon.

#### **DISCUSSION**

Tukwila has been party to versions of this interlocal agreement since 2001 and is currently operating under a 2016 ILA that expires at the end of 2025. Tukwila is represented at the Watershed Ecosystem Forum by Mayor McLeod; this body of elected officials governs WRIA 9, making decisions about funding and priorities. The Management Committee, which also includes Mayor Mcleod, is responsible for oversight and evaluation of service providers, administration of the budget and work plan and providing recommendations on administrative actions. City staff participate in the Interagency Technical Committee (ITC), who discuss the latest science, status and trends, project updates and make recommendations to the Forum. WRIA 9 provides stand-alone access to SRFB, PSAR and allotted CWM funding. WRIA 9 also provides project review and technical support for City CIP projects and other initiatives.

#### FINANCIAL IMPACT

The ILA does not have a fixed cost associated with it, but rather each jurisdiction's cost share is calculated annually and approved by the Forum during the fall budget session. The City's cost share is based on population, assessed value and area (Exhibit A). In 2025, the City's 3.10% cost share amounted to \$17,977. The cost share is adjusted annually to account for cost-of-living increases and other factors. Utility revenues to support the ILA are budgeted for the entirety of the current six-year CIP.

#### **RECOMMENDATION**

Council is being asked to authorize the Mayor to sign the Interlocal Agreement, and forward this item to the August 11, 2025 Committee-of-the Whole for discussion, where Matt Goehring, WRIA 9 Salmon Recovery Manager, will present the ILA and WRIA 9 work prior to forwarding to the August 18, 2025 Regular Consent agenda.

#### Attachments:

WRIA 9 Interlocal Agreement Exhibit A: sample annual cost share matrix 2025-30 Regional Surface Water Partnerships CIP page WRIA 9 ILA Presentation to City Council

#### INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

#### **PREAMBLE**

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

**WHEREAS,** the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Puget Sound Chinook salmon; and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005/2006 and 2021/2022 to ratify the *Salmon Habitat Plan and Salmon Habitat Plan Update*, and

**WHEREAS,** the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the *Salmon Habitat Plan*; and

**WHEREAS,** the Parties have demonstrated in the *Salmon Habitat Plan* that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

**WHEREAS**, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

**WHEREAS,** the Parties wish to monitor and evaluate implementation of the *Salmon Habitat Plan* through adaptive management; and

**WHEREAS,** the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

**WHEREAS,** the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

**WHEREAS,** the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS,** the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS,** the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

**WHEREAS,** the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

**WHEREAS,** individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

#### **MUTUAL CONVENANTS AND AGREEMENTS**

- 1. **<u>DEFINITIONS</u>**. For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 ELIGIBLE GOVERNMENTS: The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.
  - 1.2 WRIA 9 ILA PARTIES: The *Parties to the WRIA 9 Interlocal Agreement* ("*Party*" or "*Parties*") are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 9 Watershed Ecosystem Forum*.

- 1.3 WRIA 9 WATERSHED ECOSYSTEM FORUM: The WRIA 9 Watershed Ecosystem Forum referred to herein is the cooperative body comprised of the designated representatives of the Parties and a balance of Stakeholders. The WRIA 9 Watershed Ecosystem Forum shall be an advisory body responsible for making recommendations for implementing the Salmon Habitat Plan including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN: The Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan) is the plan developed by the WRIA 9 Watershed Ecosystem Forum and ratified by all Parties for its development and implementation. The Salmon Habitat Plan recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The Salmon Habitat Plan may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the Salmon Habitat Plan. Efforts under the Salmon Habitat Plan are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The Salmon Habitat Plan constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *Parties'* behalf.
- 1.6 SERVICE PROVIDER: The Service Provider, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the Parties, in exchange for payment. The Service Provider may be a Party to this Agreement.
- 1.7 FISCAL AGENT: The Fiscal Agent refers to that agency or government which performs all accounting services for the WRIA 9 ILA Parties as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 STAKEHOLDERS: Stakeholders refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the Salmon Habitat Plan, and may include but is not limited to environmental and business interests.
- 2. **PURPOSES.** The purposes of this Agreement include the following:
  - 2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the *Salmon Habitat Plan*.

- 2.2 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
- 2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.4 To provide information for *Parties* to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the *Salmon Habitat Plan*.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts.
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the *Salmon Habitat Plan*.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the *Parties* and/or *Watershed Ecosystem Forum*.
- 2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the *Parties* on issues relating to WRIA 9 to meet the requirement of a commitment by any *Party* to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such *Party* to this Agreement.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the *Eligible Governments* representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each *Party*, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the *Parties* may agree to in writing with such extension being effective upon its execution by at least five (5) of the *Eligible Governments* representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those *Parties* executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The **Parties** serve as the formal governance structure for carrying out the purposes of this Agreement.
  - 4.1 Each *Party* except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the *WRIA 9 Watershed Ecosystem Forum*. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. *Party* representatives shall be responsible for maintaining the *Party's* status as an active party by attending *WRIA 9 Watershed Ecosystem Forum* meetings. A *Party* representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a guorum under Section 5.
  - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the WRIA 9 Watershed Ecosystem Forum, the appointed representatives of the Parties shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a Management Committee to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the Parties. Representatives of the Fiscal Agent and Service Provider may serve as non-voting ex officio members of the Management Committee. The Management Committee shall act as the executive subcommittee of the Parties, responsible for oversight and evaluation of any Service Providers or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the Parties for action, consistent with other subsections of this section.

- 4.3 The services cost-shared under this agreement shall be provided to the *Parties* and *the Watershed Ecosystem Forum* by the *Service Provider*, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the *Parties*, pursuant to the voting provisions of Section 5. The *Management Committee* shall prepare a Memorandum of Understanding to be signed by a representative of the *Service Provider*, and the Chair of the *Management Committee*, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the *Service Provider* over any staff performing services under this Agreement, and a method of regular consultation between the *Service Provider* and the *Management Committee* concerning the performance of services hereunder.
  - 4.3.1 A subset of the *Parties*, at such subset's sole cost, may purchase and cost share services from the *Service Provider* in addition to the annual cost-shared services agreed to by all *Parties* pursuant to Section 4.3 herein.
  - 4.3.2 The *Management Committee* shall prepare a Memorandum of Understanding to be signed by a representative of the *Service Provider*, the subset of *Parties* requesting additional services pursuant to Section 4.3.1, and the Chair of the *Management Committee*, which shall set out the expectations for the additional services to be provided to the subset of the *Parties*.
- 4.4 The *Parties* by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the *Parties* for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each *Party*, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the *Management Committee*. Individual cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such *Party* to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the *Management Committee*, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other *Parties*.
  - 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the *Parties* that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those *Parties* purchasing the additional services.

- 4.5 The **Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.
- 4.6 The *Parties* shall review and evaluate the duties to be assigned to the *Management Committee* hereunder and the performance of the *Fiscal Agent* and *Service Provider* to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the *Service Provider* shall be assessed every year.
- 4.7 The **Parties** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.
- 4.8 The **Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
- 5. **<u>VOTING.</u>** The **Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
  - Decisions shall be made using a consensus model as much as possible. Each *Party* agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the *Parties*. If unanimous agreement of *Parties* cannot be reached then the *Parties* to this agreement may reach consensus by a majority recommendation with a minority report. Any *Party* who does not accept a majority decision may request weighted voting as set forth below.
    - 5.1.1 No action or binding decision will be taken by the Watershed Ecosystem Forum without the presence of a quorum of active Parties, as specified in Section 4.1. A quorum exists if a majority of the active Parties' representatives are present at the Watershed Ecosystem Forum meeting, provided that positions left inactive on the Watershed Ecosystem Forum by Parties shall not be included in calculating the quorum.
  - 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the *Parties*, the *Parties* shall take action on a dual-majority basis, as follows:
    - 5.2.1 Each *Party*, through its appointed representative, may cast its weighted vote in connection with a proposed *Watershed Ecosystem Forum* action.

- 5.2.2 The weighted vote of each *Party* in relation to the weighted votes of each of the other *Parties* shall be determined by the percentage of the annual contribution made by each *Party* as set in accordance with Section 4.4 herein in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active *Parties* and by a majority of the weighted votes of the active *Parties*.
- 6. <u>IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.</u> The Salmon Habitat Plan shall be implemented consistent with the following:
  - The Watershed Ecosystem Forum shall provide information to the Parties regarding progress in achieving the goals and objectives of the Salmon Habitat Plan. Recommendations of the Watershed Ecosystem Forum are to be consistent with the purposes of this Agreement. The Parties may authorize additional advisory bodies to the Watershed Ecosystem Forum such as a technical committee and adaptive management work group. The Watershed Ecosystem Forum shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the Parties.
  - The *Parties* shall act to approve or remand any substantive changes to the *Salmon Habitat Plan* based upon recommendations by the *Watershed Ecosystem Forum* within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the *Salmon Habitat Plan* changes are not so approved, the recommended changes shall be returned to the *Watershed Ecosystem Forum* for further consideration and amendment and thereafter returned to the *Parties* for decision.
  - 6.3 The *Parties* shall determine when ratification is needed of substantive changes to the *Salmon Habitat Plan*. The changes shall be referred to the *Parties* for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five *Parties* representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.
  - Open remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **Parties** shall undertake a review for consideration of the remanded changes to the plan. The **Parties** may include further referral to the **Watershed Ecosystem Forum** for recommendation or amendments thereto.
  - 6.5 The **Parties** agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

#### 7. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.

- 7.1 Each *Party* shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the *Parties*, including all such obligations related to the *Parties* and *Watershed Ecosystem Forum* funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the *Parties* will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the *Parties* during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the *Parties* shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual *Parties* for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The *Parties* shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. *Parties* may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the *Parties* or other sources on behalf of the *Parties* shall be maintained in a special fund by King County as *Fiscal Agent* and as *ex officio* treasurer on behalf of the *Parties* pursuant to rules and procedures established and agreed to by the *Parties*. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any *Party* to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
- 8. LATECOMERS. An *Eligible Government* may become a *Party* by obtaining written consent of all the *Parties* to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the *Parties* shall not apply to this section. The *Parties* and any governments seeking to become a *Party* shall jointly determine the terms and conditions under which a government may become a new *Party*. The terms and conditions shall include payment of an amount by the new *Party* to the *WRIA 9 Fiscal Agent*. The amount of payment is determined jointly by the existing *Parties* and the new *Party*. The payment of the new *Party* is to be a fair and proportionate share of all costs associated with activities undertaken by the *Parties* as of the date the government becomes a new *Party*. Any government that becomes a *Party* pursuant to this section shall thereby assume the general rights and responsibilities of all other *Parties*.

#### 9. **TERMINATION**.

- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating *Party*, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating *Party* shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating *Party* up to the effective date of such termination. It is possible that the makeup of the *Parties* to this Agreement may change from time to time. Regardless of any such changes, the *Parties* choosing not to exercise the right of termination shall each remain obligated to meet only their respective share of the obligations of the *Parties* as reflected in the annual budget. The shares of any terminating *Party* shall not be the obligation of any of the *Parties* not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the *Parties*. In the event this Agreement is terminated all unexpended funds shall be refunded to the *Parties* pro rata based on each *Party's* cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing *Party* if such *Party* can be identified, and if the *Party* cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
- 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other Parties, 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 employment 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) arising out of or in any way resulting from such *Party's* own negligent acts or omissions related to such *Party's* participation and obligations under this Agreement. Each *Party* to this Agreement 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 provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible *Party* to the extent of that *Party's* culpability. The provisions of this Section shall survive and continue to be applicable to *Parties* exercising the right of termination pursuant to Section 9 herein.
- 11. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with regard to

- any *Party's* duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
- 12. **VOLUNTARY AGREEMENT**. This Agreement is voluntary and is acknowledged and agreed that no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **Salmon Habitat Plan**.
- 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the *Parties* 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 any *Party* which is not a party to such decision or agreement.
- 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Parties** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
- 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the *Parties* to this Agreement, and requires authorization and approval by each *Party's* governing body.
- 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each *Party* must approve this Agreement before any representative of such *Party* may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
- 19. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire Agreement among the *Parties*, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:	CITY OF ALGONA:
Ву:	Ву:
Title:	Title:
Date:	Date:

Approved as to form:	CITY OF AUBURN:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF BLACK DIAMOND:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF BURIEN:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF COVINGTON:
Ву:	By:
Title:	Title:
Date:	Date:

Approved as to form:	CITY OF DES MOINES:
By:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY ENUMCLAW:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF FEDERAL WAY:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF KENT:
By:	Ву:
Title:	Title:
Date:	Date:

Approved as to form:	KING COUNTY:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF MAPLE VALLEY:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF NORMANDY PARK:
By:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF RENTON:
Ву:	Ву:
Title:	Title:
Date:	Date:

Approved as to form:	CITY OF SEATAC:
By:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF SEATTLE:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF TACOMA:
Ву:	Ву:
Title:	Title:
Date:	Date:
Approved as to form:	CITY OF TUKWILA:
Ву:	Ву:
Title:	Title:
Date:	Date:

# **Exhibit A**

# 2025 WRIA Based Cost Share: WRIA 9

# Regional Watershed Funding

Watershed Ecosystem Forum Approved August 8, 2024

Costs shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2026-2035. Cost shares last updated in 2024 using 2023 data.

\$606,781

Total:

			Assessed					*	
	Population	Adjusted	Value (AV)			Adjusted	Cost Snare"	are" ata)	
WRIA 9 Jurisdiction	(Pop) %	Pop	%	Adjusted AV	Area %	Acres	(202)	ala)	WRIA 9 Jurisdiction
1 Algona*	0.17%	1,372	0.23%	\$590,936,599.00	0.16%	363	0.19%	\$1,079	1 Algona
2 Auburn*	%08.9	56,079	5.24%	\$13,623,563,442.00	5.74%	12,710	5.93%	\$34,389	2 Auburn
3 Black Diamond	0.83%	6,880	0.83%	\$2,159,906,081.00	2.08%	4,609	1.25%	\$7,246	3 Black Diamond
4 Burien	6.37%	52,560	4.28%	\$11,113,591,561.00	2.84%	6,292	4.50%	\$26,092	4 Burien
5 Covington	2.62%	21,600	1.75%	\$4,558,408,175.00	1.75%	3,870	2.04%	\$11,837	5 Covington
6 Des Moines	4.03%	33,260	2.55%	\$6,615,094,232.00	1.78%	3,949	2.79%	\$16,172	6 Des Moines
7 Enumclaw*	%92'0	6,253	0.58%	\$1,510,785,781.00	0.91%	2,014	0.75%	\$4,350	7 Enumclaw
8 Federal Way*	8.56%	70,596	4.32%	\$11,229,759,643.00	3.63%	8,049	5.50%	\$31,942	8 Federal Way
9 Kent*	16.87%	139,100	12.88%	\$33,463,962,407.00	9.74%	21,569	13.16%	\$76,361	9 Kent
10 King County*	11.17%	92,164	8.54%	\$22,189,710,471.00	52.75%	116,854	24.15%	\$140,160	10 King County
11 Maple Valley*	2.94%	24,228	2.09%	\$5,443,488,799.00	1.51%	3,354	2.18%	\$12,662	11 Maple Valley
12 Normandy Park	0.83%	6,840	1.01%	\$2,612,824,298.00	0.72%	1,596	0.85%	\$4,942	12 Normandy Park
13 Renton*	4.49%	36,996	4.21%	\$10,936,234,975.00	2.77%	6,131	3.82%	\$22,170	13 Renton
14 SeaTac	3.85%	31,740	2.53%	\$6,563,915,515.00	1.84%	4,071	2.74%	\$15,884	14 SeaTac
15 Seattle*	26.96%	222,335	45.22%	\$117,510,460,706.00	%00.6	19,935	27.06%	\$157,008	15 Seattle
16 Tukwila	2.76%	22,763	3.75%	\$9,757,681,342.00	2.78%	6,157	3.10%	\$17,977	16 Tukwila
	100.0%	824,768	100.0%	\$259,880,324,027	100.0%	221,524.55	100.0%	\$580,267	\$580,267 <b> SUBTOTAL</b>
							+Tacoma	\$26,514	
								\$606,781 TOTAL	TOTAL

# NOTES

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
  - Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly
- · Jurisdictions that straddle WRIA boundaries are assigned a percent share of the estimate based on a geographic allocation of census blocks.
- Parcels are allotted to jurisdictions (cities and unincorporated King County) and WRIAs based on the location of the centerpoint of the parcels. Assessed value and area (sq. miles) excludes Upper Green River Watershed and Port of Seattle Aviation Division properties

<sup>\*</sup> Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT: Regional Surface Water Partnerships Project # 70041201

Project Manager Mike Perfetti Department Surface Water

The City is party to a number of ongoing inter-agency partnerships related to surface water including WRIA

9, a streamgages funding program with USGS and a Duwamish Steward ILA.

These partnerships generally arise as part of collaboration to recover salmon species listed under the

Endangered Species Act (ESA) and to improve water quality within the Green/Duwamish watershed.

STATUS: WRIA 9 ILA is through 2025; Duwamish Steward ILA through 2026; Streamgages annually.

MAINTENANCE IMPACT: N/A

Ongoing partnerships. Some discussions about a formalization of Our Green Duwamish Partnership on

going, which could have cost implications.

FINANCIAL (in thousands)	2	025	2026	2027	2028	2029	2	2030	В	eyond	TOTAL
Project Costs											
Project Mgmt (Staff Time/Cost)	\$	5	\$ 5	\$ 5	\$ 5	\$ 5	\$	5	\$	5	\$ 35
Design	\$	75	\$ 80	\$ 100	\$ 100	\$ 100	\$	100	\$	100	\$ 655
Total Project Costs	\$	80	\$ 85	\$ 105	\$ 105	\$ 105	\$	105	\$	105	\$ 690
Project Funding											
Utility Revenues	\$	80	\$ 85	\$ 105	\$ 105	\$ 105	\$	105	\$	105	\$ 690
Total Project Funding	\$	80	\$ 85	\$ 105	\$ 105	\$ 105	\$	105	\$	105	\$ 690

## Watershed (WRIA 9) Interlocal Agreement Renewal Green/Duwamish & Central Puget Sound









# Presentation Outline

Goal: Provide Council context for consideration of 2026-2035 Interlocal Agreement (ILA) Renewal

. Salmon Recovery Context

I. Salmon Habitat Plan

III. ILA Overview

IV. Funding & Accomplishments

V. Looking Forward



## Salmon Recovery Timeline

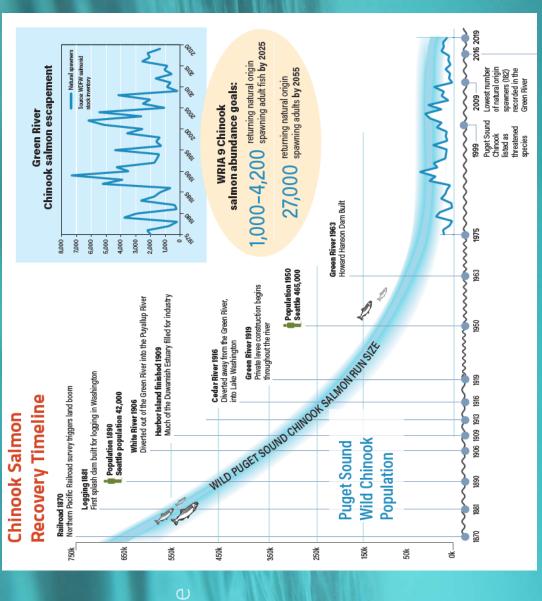
1999 Chinook salmon ESA listed

2000 Shared Strategy collaborative

2001 First interlocal watershed forums

2005 Green/Duwamish Salmon Habitat Plan

2007 Puget Sound Salmon Recovery Plan 021 Green/Duwamish Pla Update



### 15 Lead Entities WRIA 9 Salmon Recovery Framework Puget Sound Partnership 8 Regions Upper Columbia River Middle Columbia River Puget Lower Columbia River Governor's Salmon Recovery Office **NOAA Fisheries** (Fed. Gov't)

### MAKING OUR WATERSHED FIT FOR A KING WRIA 9 - Watershed-Based Approach Land Use Designations Green/Duwamish and Central Puget Sound Watershed Figure 3 Parks, Open Space or Golf Course Mineral Resource Lands Aviation/Transportation Sensitive/Critical Area LAND USE CATEGORIES Howard Masson Flowerd Howard Howard Howard Rural Residential Undesignated Public Lands Agricultural Residential Mixed Use Industrial NAME Incorporated Area Name Urban Growth Area Line Open Water and Name King County Boundar WRIA 9 Boundary OTHER SYMBOLS River/Creek Major Road Tribal Lands Produced by: King Dounty IT Design and Chie Engagement KING TOES File. Seek The State of the Control of the C

## Salmon Habitat Plan

Chinook salmon status assessment

Best available science

Habitat goals

Recovery strategies

Capital project list

Monitoring & Adaptive Management











MAKING OUR WATERSHED FIT FOR A KING



Water Resource Inventory Area 9 (WRIA 9) CENTRAL PUGET SOUND WATERSHED **GREEN/DUWAMISH AND** 

Approved by the WRIA 9 Watershed Ecosystem Forum on February 11, 2021



### WRIA 9

ILA 222 223

2026-2035

- ✓ Implementation & Adaptive Management of Salmon Habitat Plan
- ✓ Governance Structure Watershed Ecosystem Forum
- ✓ Funding Mechanism
- ✓ Annual Work Plan & Budget
- ✓ 2001-2006, 2007-2015, 2016-2025



# 2026-2035 ILA Timeline

Winter 2024

Spring 2024

Summer 2024

September 2024

Fall/Winter 2024

Spring-September 2025

Early coordination across WRIA 8/9

Review approach with partners

Draft ILA partner comment period

Optional attorney conference call

Watershed Ecosystem Forum Approval

Partner approval / Execution

# 2025 WRIA 9 Work Plan

Watershed Coordination

Watershed Ecosystem Forum

Project Coordination & Implementation

Funding strategy & annual grant round

Monitoring & Adaptive Management

Implementation Technical Committee

Stewardship Services

Partner coordination and project development



Fenster Levee Setback, Auburn

# Salmon Recovery Funding

### **ILA Funding**

- \$606,781 (\$17,977 Tukwila)
- Cost Share= Ave (% population + Assessed Value +Area)

### Grant Funding

- \$4.2 Million Cooperative Watershed Management (Flood Control District)
- Large Capital (>65%), Regreen (15%), Research/Monitoring (10%), Outreach & Education (5%), Implementation Fund (5%)
- \$1.1 Million Puget Sound Acquisition & Restoration
- \$300,000 Salmon Recovery Funding Board



## Accomplishments

>\$200 Million of leveraged investments

- ~3.5 miles of levee setback
- >500 acres revegetated
- ~4.5 miles marine shoreline conserved
- 1 mile of marine shoreline armor removed



## Accomplishments (Tukwila)

### Completed

- Duwamish Gardens (\$2.9M, 2017)
- Riverton Flapgate (\$1.4M, 2022)

### Active

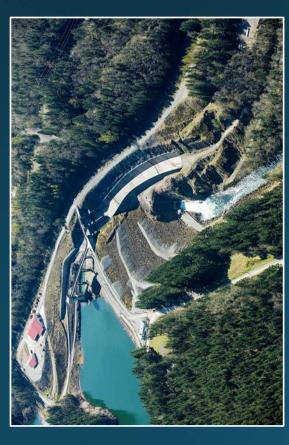
- Nelson Side Channel
- Gilliam Creek
- Chinook Wind Extension
- Riparian Revegetation



## Looking Forward

## Howard A. Hanson Dam

- Flood protection
- Drinking water supply
- ~100+ miles of inaccessible habitat
- Fish Passage required by 2031





## **Questions?**

WRIA 9 Staff

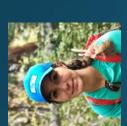
Matt Goehring, Salmon Recovery Manager <u>mgoehring@kingcounty.gov</u> | (206) 263-6826

Suzanna Smith, Habitat Projects Coordinator

Iris Kemp, Technical Coordinator

Renee Leichliter, Administrative Coordinator











2025 2026 Dudget



INFORMATIONAL MEMORANDUM

TO: Thomas McLeod, Mayor

FROM: Jen Tetatzin, Public Works Director

BY: Adib Altallal, Utilities Engineer

DATE: **July 25, 2025** 

SUBJECT: Sewer Lift Station 5 Rebuild – Construction Management Supplement

Project No. 92340201

Contract No. 23-019, Amendment #2

### **ISSUE**

Amendment #2 to the Consultant Agreement with PACE Engineers, Inc. is needed to add partial engineering inspection services for the Tukwila Lift Station #5 Retrofit construction phase.

### **BACKGROUND**

The City executed a consultant agreement with PACE Engineers, Inc. in 2023 for design services for the Tukwila Lift Station #5 Retrofit project. The original contract amount was \$366,277.30. As construction commences, additional engineering inspection support is required to supplement City staff resources during the first half of the construction period. We are anticipating the availability of the City inspector for the latter portion of the project.

### **DISCUSSION**

Amendment #2 will authorize PACE Engineers, Inc. to perform site inspection and project management services related to the construction of the Lift Station #5 Retrofit. This includes observation and documentation of demolition, piping, structures, electrical work, wet well and meter vault installation, site improvements, and project testing and closeout preparation. PACE will provide a field inspector for approximately 50 days at 8 hours per day, including limited support from technical staff and subconsultants. The amendment includes 466 hours of labor and necessary expenses.

### **FINANCIAL IMPACT**

This amendment adds \$99,100.00 to the contract, increasing the total not-to-exceed amount from \$366,277.30 to \$465,377.30. Funding for this work is available in the Sewer Fund.

DACE Contract

	PACE CONTract	<u>2025-2026 Budget</u>
Design Contract	\$236,801.25	\$2,175,000.00
Amendment #1	\$129,476.05	
Amendment #2	\$99,100.00	
Total	<del>\$465,377.3</del> 0	

### RECOMMENDATION

The Council is being asked to approve Amendment #2 to the professional services agreement with PACE Engineers in the amount of \$99,100 for construction management services for the Lift Station No. 5 Project, and to consider this item on the Consent Agenda at the August 4, 2025 Regular Council Meeting.

Attachments: 2025 CIP, Page 115

**PACE Contract** 



### City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

### **CONTRACT FOR SERVICES**

### Amendment #2

### Between the City of Tukwila and PACE Engineers

That portion of Contract No. **23-019** between the City of Tukwila and **PACE Engineers** is hereby amended as follows:

<u>Section 4:</u> 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 \$465,377.30.

All other provisions of the contrac	et shall remain in tull force and eπect.
Dated this day of	, 2025.
CITY OF TUKWILA	CONSULTANT:
Distribution of the control of the	By: Km H Man
	Printed Name: Kenneth H Nilsen
	Title: President
ATTEST/AUTHENTICATED:	
Andy Youn, City Clerk	
APPROVED AS TO FORM:	
Office of the City Attorney	

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### ADDITIONAL SERVICES AGREEMENT #1

TO: City of Tukwila PROJECT NAME: Tukwila LS #5 - Retrofit

c/o Adib Altallal, PE

6300 Southcenter Blvd, Suite 100 **PROJECT NO.:** 23415 Tukwila, Washington 98188

FROM: Ken Nilsen, PE DATE: April 14, 2025

**SUBJECT: Scope Revision - Inspection Services** 

This Service Agreement is intended to advise that a request for services has been made which is not in our Scope of Services or Fee. The subject contract is herein amended to incorporate the following scope of services:

### **SCOPE OF SERVICES**

The addition of engineering inspection services for the first half of the Tukwila Lift Station #5 – Retrofit project has been requested by The City of Tukwila. The following narrative is meant to be an expansion of the currently executed contract between the City of Tukwila and PACE Engineers, Inc.

PACE Engineers, Inc. (PACE) proposes to amend the current contractual scope to include engineering inspection services. These services or tasks are listed below and provide a brief description of what each task entails. The Terms and Conditions and approved rates under the existing contract for Tukwila Lift Station #5 – Retrofit will remain in effect for this Additional Services Agreement.

### **TASKS**

### Task 1 – Project Management

 PACE will provide administration and coordination throughout the duration of construction activities, including contracting and invoicing, scheduling, and Client coordination. PACE will conduct regular coordination and update meetings virtually with the City of Tukwila Staff at project milestones and as needed.

### Task 2 - Demolition Inspection

• Inspection services related to demolition of the existing infrastructure as labeled on the approved plans. This work will include compliance with specified demolition depths, application of backfill for pipe and structure abandonment, and removal of existing curb and gutter.

### Task 3 - Pipe and Structure Inspection

Inspection services performed will include observation and reporting of installation and backfill of gravity pipe, force main pipe, external bypass connection, and sanitary sewer manhole. This task will also include observation of connections to the existing systems for water and sewer.

### Task 4 - Electrical Inspection

• Inspection services for Electrical inspection will include observation and reporting of contractor and subcontractor installation activities. This task also includes inspections by the Electrical Engineer on an as-needed basis. Inspection services and additional review under this task will be performed by Follett Engineering and will not exceed 25 hours.

### Task 5 - Wet Well and Meter Vault Inspection

Inspection services for wet well and meter vault inspection will include observation of meter vault installation, pipe alignment, backfill, wet well retrofit with riser and hatch, wet well pipe penetrations, pumps and all required appurtenances, setting of floats and sensors, grouting and coating, and wet well piping.

### Task 6 - Surface Improvements Inspection

 Inspection services for site improvements will include observation and reporting of contractor and subcontractor installation activities related to items such as bollards, grass pavers, relocation of existing generator, site lighting, installation of FRP electrical building, and installation of site water services.

### Task 7 - Testing, Punchlist, and Closeout

 Inspection services for this task will include observation of pressure testing of the installed force main, pump and electrical operational testing, punchlist development and walkthrough, and final project acceptance assistance.

### **DELIVERABLES**

- Daily inspection reports which will include written documentation of onsite contractor labor, machinery, and material deliveries.
- Confirmation of approved materials being used on the project and collection of delivery tickets
- Project compliance with the approved plans, specifications, and other applicable standards.
- Photo documentation.
- Inspector's as-built markups and documentation.
- Punchlist walkthrough and administration.

### **ASSUMPTIONS**

- Inspection services will occur over the course of 50 days. Each day will consist of 8 hours, which includes travel time.
- The City of Tukwila Inspection staff will take over at the project halfway mark.
- RFIs and any additional submittals will be handled by the Engineer as part of the existing Construction Administration contract.
- The Engineer is budgeted for 60 total hours over the course of the 50 days for technical and design support.



April 11, 2025 Adib Altallal, PE City of Tukwila Public Works Additional Services Agreement #1 Page 3 of 3

• The existing Construction Administration contract had a budget of \$14,832.00 for Construction inspections and site visits and \$10,660.00 for project closeout. The total of \$25,492.00 remains from this original contract amount for construction administration.

### **EXCEPTIONS**

 Special inspections are not included under this agreement and may only occur with the Owner's approval and at the Contractor's expense.

### FEE

Client agrees to pay PACE for the above services on the basis of an hourly labor rate plus reimbursable expenses, not to be exceeded without written authorization from the Client. Specifically, PACE will invoice the Client for the additional services of project inspection as mentioned above.

For inspection services, we are requesting a change order of \$99,100.00. This includes the tasks and deliverables as mentioned in this amended services agreement, approximately 466 hours of effort on a time-and-expense basis. This will provide site project management and inspection funding from the start of mobilization until the City inspection staff take over at approximately 50 days into the project. Note that \$25,492.00 remains from the construction administration contract for inspection services and project closeout. This amount will be applied to the requested inspection services amount for the duration of the contract.

The subtotal for this scope amendment is \$99,100.00. The total amended budget would increase from \$366,277.30 (original contract plus construction administration contract) to \$465,377.30.

All services provided within the scope of this ASA will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

I accept the above-described Scope of

	Services and Fee Structure.
Ken Kilson	
Authorized PACE Representative Signature	Authorized Client Representative Signature
Ken Nilsen, PE	
Printed Name	Printed Name
President	
Title	Title
April 14, 2025	
Date	Date

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

Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required

Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers													Proje	ect Budget Wo	Project Budget Worksheet - 2025
4	Project Name		Tukw	Tukwila Lift Station #5 Retrofit	5 Retrofit	Location:		Tukwi	Tukwila, WA			Prepared By:		James Schouten	
	Project #:	2:	23415		Billing Group #:		Task #:					Date:		4/7/2025	
							Labor Hours by	Labor Hours by Classification							
		Labor													
Staff Type # (See Labor Rates Table)		Sode	-	14	89										
Staff Type Hourly Rate			\$305	\$222	\$192										
Staff Name (optional)		_												•	
Drawing∕Task Title		Job Title	Sr. Principal Engineer	Project Engineer	Engineering Staff III									Hour Total	Dollar Total
Construction Inspection (Assumes 50 days @ 8 hrs/d)	hrs/d)		9	09	400						<b>.</b>			466.0	\$91,950.00
Task 1 - Project Management															
Task 2 - Demolition Inspection											·				
Task 3 - Pipe & Structure Inspection											·				
Task 4 - Electrical Inspection															
Task 5 - Wet well & Vault Inspection															
Task 6 - Surface Improvements Inspection															
Task 7 - Testing, Punchlist, & Closeout															
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											<b>,</b>				

			Subconsultants		
	Reimbu	Reimbursable	Utility Locate		
Rate/Uni	e/Unit Quantity Cost	Cost	Mechanical Engineer		
Sourier			Electrical Engineer	\$2,500	PACE Billed Labor Total
tosts			Geotechnical Engineer	\$2,500	Reimbursable Expenses
deo			I & C Engineer		Subconsultants
ravel/Per Diem (40 miles round trip per day)	\$0.70 2000	2000 \$1,400.00	Subconsultant Subtotal 5,	5,000.00	Total Project Budget
snoe			Markup	15%	
		00 001 14			

Hours Total Labor Total

\$91,950.00

\$91,950.00 \$1,400.00 \$5,750.00

	CITY OF	TUKI	ΝII			ITAI to 2			EC	ΓSU	JM	MA	RY			
PROJECT:		Sev	wei	Lift	Sta	atio	n 5	Rebi	uild				Proj	ject #		92340201
Project Manager	Adib Altalla	al							Dep	artn	nent	t	Sev	ver		
DESCRIPTION:	Rebuilding of	sewer lift	statio	on 5 will	redu	ce mai	ntena	nce cos	sts and	d reduc	e the	risk o	f failu	re.		
JUSTIFICATION:	Aging sewer li maintenance.		requi	ires the	repla	cemen	t of m	otors, p	umps	, and c	ontro	ols at c	older li	ift statio	ons to	reduce
STATUS:	The sewer lift valves are in a				_								moto	rs. The	existin	g panels and
MAINTENANCE IMPACT:	N/A															
COMMENT:	Moving contro	ols to grac	le lev	el will g	reatly	y impro	ve th	e safety	of the	acces	S.					
FINANCIAL (in thousands)		2025	2	026	2	027	2	2028	2	029	2	030	Ве	yond		TOTAL
Project Costs Project Mgmt (Staff Time/Co. Design Construction Mgmt.	st)	15 60 250	\$ \$ \$	- -	\$ \$	- - -	\$ \$ \$	- -	\$ \$	-	\$ \$	-	\$ \$ \$	- - -	\$ \$ \$	15 60 250
Construction	\$	1,750	\$	100	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,850
Total Project Costs	\$	2,075	\$	100	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,175
<b>Project Funding</b> Utility Revenues	\$	2,075	\$	100	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,175
Total Project Funding	s	2,075	\$	100	\$	-	\$	_	Ś	-	\$	-	\$	-	\$	2,175

### INFORMATIONAL MEMORANDUM

**TO:** Transportation and Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director

BY: Catrien de Boer, Public Works Grant Analyst

CC: Mayor McLeod DATE: July 25, 2025

SUBJECT: USDOT Safe Streets for All (SS4A) Grant Application

**Project No. 92510404** 

S Ryan Way

### **ISSUE**

Approval is required to authorize the submittal of a grant application to the USDOT Safe Streets for All (SS4A) Grant Program for design and construction funding for S Ryan Way road reconfiguration and repairs.

### **BACKGROUND**

The primary goals of this project are to restore the pavement condition of S Ryan Way, improve pedestrian and bicycle facilities, and modify roadway drainage systems. This project was identified as a priority in the City's Transportation Element of the 2024–2044 Comprehensive Plan and in the Local Road Safety Plan (LRSP), which was developed through a Planning Safe Streets and Roads for All (SS4A) Grant. This project is currently listed in the City's 6-Year Capital Improvement Plan.

### **DISCUSSION**

The City is requesting implementation funding to support the design, permitting, right-of-way acquisition, and full reconstruction of S Ryan Way between Martin Luther King Jr. Way and 51st Ave S. The S Ryan Way improvement project will likely consist of the following project elements: Improving surface transportation facilities by repaving and restriping the roadway to a three-lane section, improving pedestrian and bicycle facilities with buffered bike lanes, enhanced pedestrian crossings, and ADA sidewalk improvements. Most of this roadway has a poor pavement condition rating and needs full reconstruction.

In April 2025, the Local Road Safety Plan was adopted by the City Council which, among other things, identified high priority safety projects like S Ryan Way. Soon after, the next round of SS4A grants was released and City staff began preparing an application for implementation funding. This is a highly competitive national grant program with only two years of appropriated funding left under the Infrastructure Investment and Jobs Act (IIJA).

Due to the granting agency's timeline, City staff submitted an application for the design, right of way, and construction of S Ryan Way in early June and are now requesting the Committee's approval for this application. While the likelihood of winning a grant this cycle is low, we believe that submitting the application will at least result in valuable insights from USDOT staff to strengthen our application next year.

### **FISCAL IMPACT**

The City is seeking \$12,240,000 from the SS4A program for the design and construction of the S Ryan Way project. The program requires a 20% non-federal match of \$3,060,000. The City currently has \$1,175,000 in dedicated non-federal funding budgeted for this project in 2025-2026. The project team has discussed this project with the Northwest Region Engineer at the Transportation Improvement

Board (TIB) who is interested in funding this project. We feel reasonably confident the City will secure a TIB grant to augment the City's contribution if we are awarded the SS4A grant.

	<u>Amount</u>	<u>Notes</u>
USDOT Request	\$12,240,000	Design, Permitting, Right of Way, Construction
Budgeted City Funds	\$1,175,000	City 104 Funds (in 2025-2026 Budget)
Remaining Non-Federal	\$1,885,000	Potential Transportation Improvement Board
Match		Grant
Total	\$15,300,000	

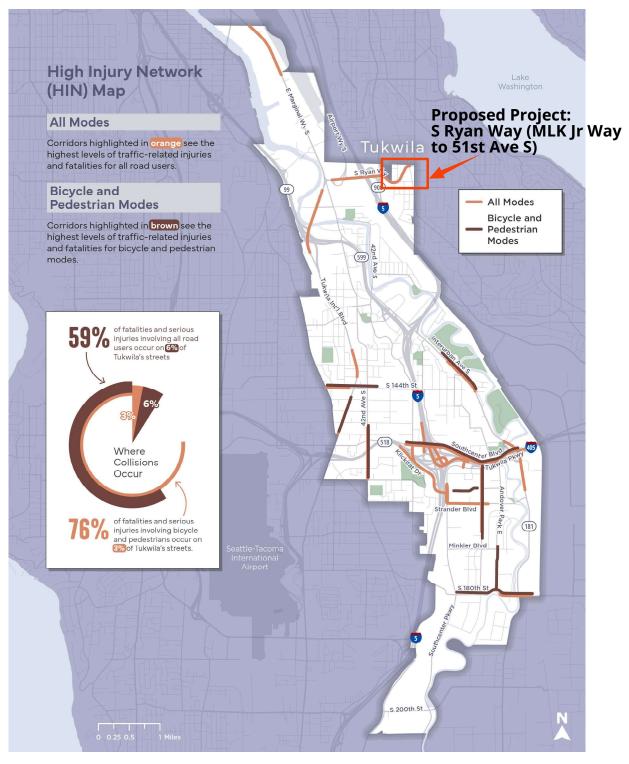
### **RECOMMENDATION**

Approve the submittal of the USDOT SS4A grant application for the S Ryan Way Project. Alternatively, the Committee may recommend that the City rescind its application.

Attachments: Maps

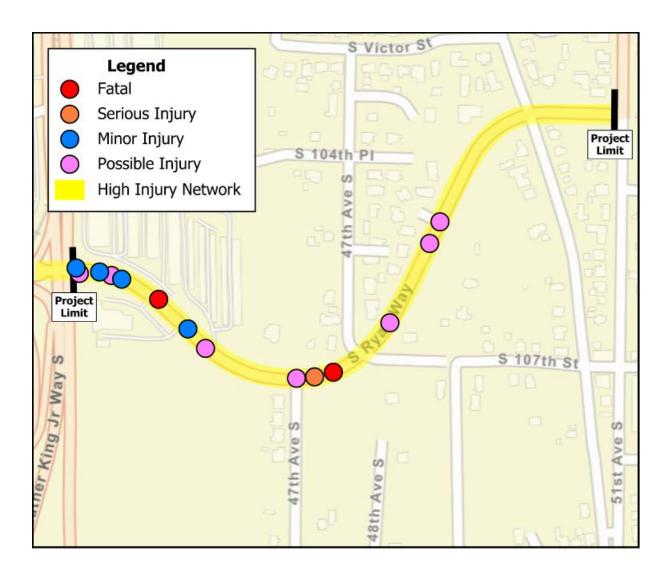
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### All Modes and Vulnerable Road Users High Injury Network



Source: Fehr & Peers, 2024.

### High Injury Network Map at Proposed Project Location: S Ryan Way (MLK Jr Way to 51st Ave S)



С	ITY OF	TUKW		PITAL 5 to 20		CT SUN	1MAR	Υ	
PROJECT:			S	Ryan W	ay			Project #	92510404
Project Manager	Cyndy Kr	nighton				Departme	ent	Arterial St	treets
DESCRIPTION:	limits. Proje protected b pedestrian project leng treatment a	ect will includ like lanes, ne crossings, in gth and new s and detention	de full overlay w and/or rep tersection re sewer main to	r/roadway re lacement sid alignment at o extend exis nding of certa	construction ewalk and cu 47th Ave S/S ting sewer lir in overhead	, re-channeliz urb ramps to r 3 107th St, and nits. New dra	ation to a 3 neet ADA ro d new illum inage syste	-lane roadwa equirements, ination. New em for length o	
JUSTIFICATION:				-	-	l safety conce			t. Area e network are
OTATIO	Namaira	+f000F F				24			
STATUS:	new projec	il 101 2025. P	roject scope	under develo	pment in 202	24.			
MAINTENANCE IMPACT:			aintenance w eduction in ir		_		Streets will	result from n	ew illumination
COMMENT:	condition. F	ull reconstru	uction of the r	oad may be v	varranted in	some location	ns. Speedin	g and safety o	oor pavement concerns can ties are needed.
FINANCIAL (in thousands)	2025 2026 2027 2028 2029 2030 Beyond TOTAL								
Project Costs Project Mgmt (Staff Time/Cost Design Land (R/W) Construction Mgmt. Construction Contingency		\$ - \$ 675 \$ - \$ - \$ -	\$ 15 \$ 600 \$ 300 \$ - \$ -	\$ 21 \$ - \$ - \$ 1,530 \$ 9,960 \$ 1,270	\$ \$ - \$ \$ - - - - -	\$ - \$ - \$ 5 \$ - \$ 5	\$ \$ \$ \$ \$	\$ - \$ - \$ 5 \$ - \$ 5	\$ 36 \$ 1,275 \$ 300 \$ 1,530 \$ 9,960 \$ 1,270
Total Project Costs		\$ 675	\$ 915	\$ 12,781	\$ -	\$ -	\$ -	\$ -	\$ 14,371
Project Funding Proposed Grant Dedicated/Restricted Rev Fund Balance Utility Revenues General Fund Transfer		\$ - \$ 675 \$ - \$ - \$ -	\$ 400 \$ 500 \$ 15 \$ - \$ -	\$ - \$ 21 \$ 1,690 \$ 2,420	\$ -	\$ - \$ - \$ - \$ - \$ -	\$ - \$ 5 - 5 5 5 -	\$ - \$ - \$ - \$ - \$ -	\$ 9,050 \$ 1,175 \$ 36 \$ 1,690 \$ 2,420
Total Project Funding		\$ 675	\$ 915	\$ 12,781	\$ -	\$ -	\$ -	\$ -	\$ 14,371



### INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director

BY: Catrien de Boer, Public Works Grant Analyst

CC: Mayor McLeod DATE: July 25, 2025

SUBJECT: <u>Transportation Improvement Board Complete Streets Grant Application</u>

**Project No. 82510403** 

**Interurban Ave Overlay & Pedestrian Improvements** 

### **ISSUE**

Approval is needed to authorize the submittal of a grant application to the Transportation Improvement Board (TIB) Complete Streets Program for design and construction funding for Interurban Avenue Pedestrian Improvements. The required match funds are currently not budgeted.

### **BACKGROUND**

The primary goals of this project are to restore the pavement condition of S Ryan Way, improve pedestrian and bicycle facilities, and modify roadway drainage systems. This project was identified as a priority in the Local Road Safety Plan (LRSP) and is within the project limits for the existing Interurban Avenue Overlay project, which is currently listed in the City's 6-Year Capital Improvement Plan. City staff are proposing additional spot improvements to increase safety and connectivity.

### **DISCUSSION**

In 2024, the City was awarded NHS Asset Management funding to overlay 2.2 miles of Interurban Avenue S. A design contract was awarded to Psomas, and the project is currently at approximately 10% design. In April 2025, the City Council adopted the Local Road Safety Plan (LRSP), which identifies priority projects to enhance safety for all road users. LRSP Project #5—located at the southern end of the Interurban Overlay project limits—is eligible for grant funding and City staff are proposing these elements be incorporated into the planned overlay project. If the grant application is successful, the additional safety improvements will be installed between S 140th St and S 144th St. These improvements include landscaped medians, a new pedestrian hybrid beacon (mid-block crossing), upgraded curb ramps, striping, and trail wayfinding signage.

The Interurban Ave overlay project is currently in the design phase, so if successful, there is time to add these project elements to the overlay project before construction begins in 2027 or 2028, pending design completion and advertisement. City staff would need to submit an application to the TIB Compete Streets program for these additional site elements by August 15<sup>th</sup>, 2025, with an expected notice of award on November 21<sup>st</sup>, 2025. If the grant application is unsuccessful, the project will continue as currently scoped.

### **FISCAL IMPACT**

The City is seeking \$680,000 from the TIB Complete Streets program for design and construction of the Interurban Ave Pedestrian Improvements project. The program requires a 20% match, which is estimated to be \$170,000 and is currently not budgeted. The project team has discussed this project with the Northwest Region Engineer at the Transportation Improvement Board (TIB) who is interested in funding this project.

	<u>Amount</u>	<u>Notes</u>
TIB Request	\$680,000	Medians, Hybrid Beacon, Wayfinding, Curb ramps, Striping
NHS Asset Management	\$70,000	Curb ramps, Striping
Remaining Unbudgeted	\$100,000	104 Fund balance
Match		
Total	\$850,000	

### **RECOMMENDATION**

Approve the submittal of the Transportation Improvement Board grant application for the Interurban Ave S project. Alternatively, the Committee may recommend the City not move forward with this application.

Attachments: CIP Page

Local Road Safety Plan Project Summary

### CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT: Interurban Avenue S Overlay Project # 82510403

Project Manager David Baus Department Arterial Streets

**DESCRIPTION:** Complete pavement repairs, overlay, and curb and gutter repair.

Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also

minimizes costs.

STATUS: Project was awarded full funding by National Highway Performance Program January of 2024.

MAINTENANCE IMPACT: 1,300 staff hours not needed to fill in potholes/crack sealing.

**COMMENT:** Construction must be completed as a single contract and authorized by August 31, 2026.

FINANCIAL (in thousands)	2025	2026	2027	2028	:	2029	2	030	Ве	eyond	TOTAL
Project Costs											
Project Mgmt (Staff Time/Cost)	\$ -	\$ 50	\$ 50	\$ -	\$	-	\$	-	\$	-	\$ 100
Design	\$ -	\$ 397	\$ -	\$ -	\$	-	\$	-	\$	-	\$ 397
Construction Mgmt.	\$ -	\$ -	\$ 545	\$ -	\$	-	\$	-	\$	-	\$ 545
Construction	\$ -	\$ -	\$ 3,650	\$ -	\$	-	\$	-	\$	-	\$ 3,650
Contingency	\$ -	\$ -	\$ 365	\$ -	\$	-	\$	-	\$	-	\$ 365
Total Project Costs	\$ -	\$ 447	\$ 4,610	\$ -	\$	-	\$	-	\$	-	\$ 5,057
Project Funding											
Awarded Grant	\$ -	\$ 397	\$ 4,561	\$ -	\$	-	\$	-	\$	-	\$ 4,958
Fund Balance	\$ -	\$ 50	\$ 49	\$ -	\$	-	\$	-	\$	-	\$ 99
Total Project Funding	\$ -	\$ 447	\$ 4,610	\$ -	\$	-	\$	-	\$	-	\$ 5,057

LRSP Project #5: Interurban Avenue (140<sup>th</sup> Street to 144<sup>th</sup> Street)



### **Project Narrative**

	l 11
EXTENT	140 <sup>th</sup> St to 144 <sup>th</sup> St
JURISDICTION	City of Tukwila
LAND USE CONTEXT	Office, commercial, institutional, and residential
CROSS SECTION	Two travel lanes in each direction, with a center turn lane
SPEED LIMIT	35 MPH
AADT	17,000
CRASH PATTERNS	23 crashes within the corridor between 2018 and 2022, including 3 fatal or severe injury (KSI) crashes
PRIORTIZATION SCORING	The highest-scoring segment of this corridor was 2.7 out of 3.0. Interurban Ave scored highly on vulnerable road user crashes and proximity to destinations.

### **Crash History Addressed**

The following crash types resulted in KSI crashes:

- **Pedestrian**: Any crash involving a pedestrian.
- **Angle**: Angle crashes involve a driver hitting another motor vehicle at an angle, or the "Angle (T)" WSDOT crash classification.<sup>1</sup>
- **From opposite direction Head-on**: A crash occurring where vehicles traveling in opposite directions hit each other directly.

### **Proposed Countermeasures**

A series of countermeasures were selected for Interurban Ave to address the most severe and common crash types. Key interventions address pedestrian connectivity and the high instance of angle crashes from driveways of local businesses and minor street intersections. They also support users of the Green River Trail in this corridor, which runs along the eastern side of Interurban Avenue from Interstate 5 to 58<sup>th</sup> Ave S.

The countermeasures include corridor-wide measures and spot improvements at specific locations. The list below is not inclusive of proposed systemic, citywide countermeasures such as lane marking visibility improvements and high-visibility crosswalks.



Proposed cross section of Interurban Ave S, looking north

### **Corridor Improvements**

- Two segments of landscaped median would extend the treatment present from south of this corridor's extent into this commercial and retail area. The median would limit turning conflicts by limiting left turns into some driveways, restricting conditions that create some angle crashes. Further study may be required to determine regarding if allowing u-turns at signalized intersections may be necessary to accommodate travel pattern changes. The median would be added at these locations:
  - Between 57<sup>th</sup> Ave S and S 141<sup>st</sup> PI
  - o Between 141st PI S and S 143rd St

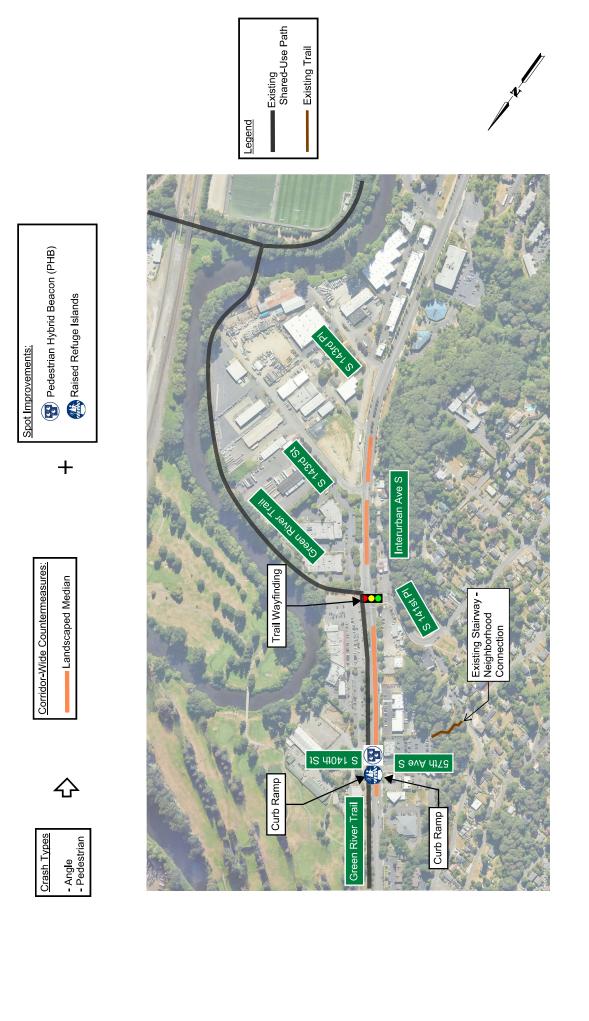
<sup>&</sup>lt;sup>1</sup> https://wsdot.wa.gov/sites/default/files/2022-01/NHFP-crash-data-dictionary.pdf

o Extending south beyond 143<sup>rd</sup> St, connecting to the existing median

### **Spot Improvements**

- A new pedestrian crossing at S 140<sup>th</sup> St would reduce the long distances between marked crossings for pedestrians. Utilizing the proposed landscaped median, the crossing would have a raised refuge to allow pedestrians to cross in two stages. There would be a Pedestrian Hybrid Beacon (PHB) installed at this location to control cross-traffic along Interurban Ave S and allow pedestrians to cross.
- Trail wayfinding and green conflict striping is proposed for the intersection of Interurban Ave and 58<sup>th</sup> Ave. Conflict striping at the driveway of the Riverside Casino can make drivers more alert to the presence of people walking and bicycling along the trail. Further, wayfinding signage can reinforce for users that the trail runs along Interurban Ave at this location, and that south of the intersection it turns east towards the river.

# Local Road Safety Project #5: Interurban Ave S (S 140th St to S 144th St)



# INFORMATIONAL MEMORANDUM

**TO:** Transportation and Infrastructure Services Committee

FROM: Jen Tetatzin, Public Works Director

BY: Adam Cox, Interim Traffic Engineer

CC: Mayor Thomas McLeod

DATE: **July 25, 2025** 

SUBJECT: Annual Bridge Inspections and Repairs Update

**Project No. 70010402** 

2024 Presentation on the State of the City's Bridges

# ISSUE

Provide the Transportation and Infrastructure Services Committee with information about the status of the City's bridge inspection program and inventory, showing the overall condition of the City's bridges after completion of the 2024 inspections.

# **BACKGROUND**

The Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) require regularly scheduled inspections of all the City's vehicle-carrying bridge structures. The City extends this effort to include its pedestrian bridges. This requirement allows for continuity in reporting nationally, a standardized method of risk assessment, as well as the opportunity to identify and potentially fund bridges in need of replacement and rehabilitation.

# **ANALYSIS**

The City currently owns 24 bridges (16 traffic bearing and 8 pedestrians). Of those, two are jointly owned jurisdictional bridges with shared ownership between the City of Renton (Grady Way) and the City of Kent (S 196<sup>th</sup>/200). The discussion will focus on why the City inspects its bridges, where the City stands with respect to the state and the country, and recommendations for additional steps that can be taken to address known issues. There were no new key findings or major concerns observed during the 2024 inspections.

The following structures were inspected in 2024:

Bridge Number	Bridge Name	Date Inspected
Tukwila 05	Southcenter Blvd over the Green River	8/15/2024
Tukwila 14	42 <sup>nd</sup> Ave S Bridge	4/30/2024
Tukwila 15	Pacific Highway over the Duwamish River	8/22/2024
Tukwila 17	Foster Golf Trail	4/30/2024
Tukwila 18	Green River Trail	8/15/2024
Tukwila 20	Interurban Trail	9/19/2024
Tukwila 21	Starfire over the Green River	8/22/2024
Tukwila 22	Fort Dent Trail	9/19/2024
Tukwila 25	Green River Ped Trail	9/19/2024

Annual Bridge Inspection Report July 25, 2025 Page 2

The Federal Highway Administration (FHWA) has utilized the sufficiency rating (SR) for the National Bridge Inventory (NBI) to inventory the over 600,000 bridges in the United States since 1995. In 2024, the FHWA removed the SR for the inventory and switched to the Specifications for the National Bridge Inventory (SNBI). The new inventory method can track multiple elements of bridges and provide a more accurate evaluation of a bridge's overall assessment. This allows the FHWA to have a better understanding of the conditions of all bridges throughout the US.

# **FISCAL IMPACT**

The cost encumbered for King County to perform the 2024 inspections was \$23,000.00.

### RECOMMENDATION

None. Information only.

Attachment: 2024 Annual Bridge Inspection Report

2024 City of Tukwila Bridge Inspection Cover Letter

Map of Tukwila's Bridges

Annual Bridge Repair & Maintenance CIP page

Phone: 206-433-1800 • Email: Mayor@TukwilaWA.gov • Website: TukwilaWA.gov

# **Forward**

The *Bridge Inspection Report*, dated July 2025, is published by the City of Tukwila Public Works Department, and the information contained herein is the best available at the time of publication. It is to be used as an information tool for planning and maintenance activities, and reflects the general condition of the City's bridges. The repairs indicated are summarized from the more details bridge inspection reports for brevity.

### Background

The Federal Highway Administration(FHWA) issued the National Bridge Inspection Standards (NBIS) in 1971. These standards established a comprehensive inspection for all bridges in the federal highway system. Minimum qualifications were set forth for bridge inspectors. Specific types and frequencies of inspections for bridges were established, and the reporting of certain standard information about each bridge was required. In 1978, these requirements were extended to all public bridges carrying vehicular traffic.

A National Bridge Inspection Program has been in place ever since, and state and local agencies have performed bridge inspection in accordance with these guidelines. Inspections for the City of Tukwila's bridges are conducted every two years unless conditions warrant additional inspections or frequencies as dictated by the NBIS.

				Bri	idge	Bridge Quick		fer	Reference	Data 9	Sumi	Summary			
Bridge Number	Name	Year Built	Deck	Superstructure Overall	Substructure Overall	Substructure WSDOT Bridge Overall ID	ADT	Next ADT Reqd	Last Inspection	Next Inspection Date	UBIT	Last UBIT Inspection	Next UBIT Insp Reqd	Fracture Critical	Special Notes
Tukwila 01	Macadam Road	1997	9	9	7	08674200	3,600	2024	4/26/2023	2025	Z		•	z	
Tukwila 02	Frank Zepp	1968	9	9	7	08561400	36,000	2022	4/26/2023	2025	٨	2021	2025	z	
Tukwila 03	Lois T Newton	1973	9	7	7	08544400	18,900	2021	4/6/2023	2025	>	2023	2029	z	
Tukwila 05	South-center Blvd	1994	9	9	9	0014269D	10,616	2026	8/15/2024	2026	<b>,</b>	2020	2026	Z	
Tukwila 06	Foster 56th Ave	1985	7	7	9	08166200	2,850	2024	4/6/2023	2025	٨	2023	2029	Z	Bridge Rail fixed on the north side
Tukwila 07	51st Ave South	1996	9	5	9	08634500	4,600	2024	4/26/2023	2025	Z	-		Z	
Tukwila 08	Grady Way	1986	7	9	7	08543600	26,000	2024	4/13/2023	2025	¥	2019	2025	Z	Jointly owned with City of Renton
Tukwila 09	E Marginal Way	1989	9	7	7	08110200	13,000	2024	4/5/2023	2025	<b>\</b>	2023	2029	z	
Tukwila 11	BAR Airport Way	1952	4	5	9	08001800	40,000	2024	4/11/2023	2025	Z	-	,	Z	
Tukwila 12	BAR BNSF	1945	5	5	9	08002500	40,000	2021	4/5/2023	2025	<b>*</b>	2023	2027	z	
Tukwila 13	Beacon Ave S	1971	7	9	9	7996800	200	*0202	4/25/2023	2025	Z	2017	2019	*	
Tukwila 14	42nd Ave S	1949	5	2	4	08651500	10,300	2026	4/30/2024	2025	*	2023	2025	>	90% Plans and Estimate were reviewed in December 2024
Tukwila 15	Pacific Hwy	2000	9	7	9	08651500	22,406	2025	8/22/2024	2026	<b>\</b>	2020	2026	z	
Tukwila 16	S 119th	1965	2	2	9	08104300	NA	NA	4/17/2023	2025	Z		•	z	
Tukwila 17	Foster Golf Course	1987	7	7	7	08584100	NA	NA	4/30/2024	2029	z	,		z	

				Br	Bridge Qui		Ref	fere	ance	ck Reference Data Summary	Sumi	nary			
Bridge Number	r Name	Year Built	Deck Overall	Superstructure Overall	Substructure WSDOT Bri	WSDOT Bridge ID	ADT	Next ADT Reqd	Last Inspection	Next Inspection Date	UBIT	Last UBIT Inspection	Next UBIT Insp Reqd	Fracture Critical	Special Notes
Tukwila 18	Green River Ped & Utility	1983	7	5	9	08584200	NA	NA	8/15/2024	2026	Z	1	-	z	
Tukwila 19	Inter-urban Trail	2006	8	8	8	08742500	NA	NA	8/18/2022	2026	Z	1	-	z	
Tukwila 20	180th Street Trail	2001	8	7	5	08742600	NA	NA	9/19/2024	2026	Z			*	
Tukwila 21	Fort Dent Road	1975	9	9	9	08328300	1,150	2025	8/22/2024	2026	Y	2024	2030	Z	
Tukwila 22	Fort Dent Trail	2002	9	7	7	8718400	NA	NA	9/19/2024	2026	Z	1	-	z	
Tukwila 24	Klickitat	2012	7	7	8	08853600	14,024	2023	4/13/2023	2025	Z	1	-	z	
Tukwila 25	TUC Ped Bridge	2018	8	8	8	8919000	-		9/192024	2026	Z	1		Z	
Tukwila 26	Riverton Creek Ped	2021	8	8	8	8931100	NA	1	8/16/2022	2027	Z	•	1	z	
4001	196-200th	1998	5	9	7	08712100	17,406	2023	4/7/2023	2025	Α	2021	2027	z	Jointly owned with City of Kent

Deck Overall, Superstructure Overall, and Substructure Overall are based on a 1 - 9 scale that encompasses the condidtion and defecnces observed of the components during the regular scheduled inspection. The descriptions are: - NOT APPLICABLE

**EXCELLENT CONDITION** 

VERY GOOD CONDITION - no problems noted.

- GOOD CONDITION - some minor problems.

- SATISFACTORY CONDITION - structural elements show some minor deterioration.

FAIR CONDITION - all primary structural elements are sound but may have minor section loss, cracking, spalling or scour.

POOR CONDITION - advanced section loss, deterioration, spalling or scour.

SERIOUS CONDITION - loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.

advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the ridge until corrective action is taken.

- "IMMINENT" FAILURE CONDITION - major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put back in light

- FAILED CONDITION - out of service - beyond corrective action.

UBIT - Under Bridge Inspection Iruck. This indicates the bridge needs special equipment in order to reach portions of the structure for inspection.

Ubli - <u>Under Bridge inspect</u> 4DT - <u>Average D</u>aily <u>I</u>raffic

# **Table of Contents Executive Summary** ii Forward iii Quick Reference Data Summary iv Bridges Recommended for Replacement/Rehabilitation 1 Bridges Recommended for Major Maintenance 2 **Posted Bridges** 3 Bridges Recommended for Rail Retrofit 4 **Bridge Repair Recommendations** 5 ADT (Average Daily Traffic) 6 **Bridges Maintenance and Repair History** 7

# **Executive Summary**

The City currently has ownership of 24 bridges (16 traffic bearing and 8 pedestrian). Of those, two are jointly owned jurisdictional bridges with shared ownership between the City of Renton (Grady Way) and the City of Kent (S 196th/200). The different types of bridge configuration vary from steel truss, pre-cast concrete girders, cast-in-place concrete girders, steel girder, wood girder, and steel tied arch spans.

The City owned bridges follow the National Bridge Inspection Standards (NBIS). The collected information is maintained in the National Bridge Inventory (NBI) database which is maintained be the Federal Highway Administration (FHWA), which enables state-level and national-level analyses and reporting, supports Federal funding programs, and facilitates the identification of freight and defense-critical corridors and connectors. By having a complete and thorough inventory, an accurate report can be made to the Congress on the number, condition, and performance of the Nation's bridges.

WSDOT uses a state owned data collection system, BridgeWorks, where the City owned bridge inspection information is uploaded after each inspection. WSDOT processes the information and submits the bridge information to the FHWA for the entire state.

Bridges Recommende	d for Replaceme	mended for Replacement or Rehabilitation
Bridge Name	Location	Reason
42nd Ave South*	Allentown (42nd Ave)	Allentown (42nd Ave) Deteriorating Structural Condition of the steel superstructure

Note: See individual bridge reports in Public Works for detailed repair work. \* The City has been awarded three grants from PSRC, Move Ahead Washington, and the Local Bridge Program

	Bridges Recommer	Recommended for Major Maintenance	nance
Bridge Number	Bridge Name	Location	Reason
Tukwila 12	Boeing Access Road over BNRR	Boeing Access Road	Replacing concrete deck as part of the BAR overlay
Tukwila 16	South 119th Pedestrian Bridge	119th St (Allentown)	Painting/Epoxy of entire structure with possible rot repair as encountered.
Tukwila 18	Green River Pedestrian and Utility	Interurban Trail near 180th	Rehabilitation of structure coating and timber rot repair and replacement

	Posted Bridges	<b>3ridges</b>	
Bridge Number	Bridge Name	Location	Reason
Tukwila 03	Lois T Newton (Strander Blvd)	Southcenter	Bridge is posted for reduced weight for single vehicle three axle ladder fire trucks.
Tukwila 14	42nd Ave South	Allentown	Bridge is posted for reduced truck speed and posted for reduced loading on AASHTO Type 3 trucks and 6 and 7 axle vehicles.
Note: See individual bridge	Note: See individual bridge reports in Public Works for detailed repair work.		

	Bridges Reco	<b>Bridges Recommended for Rail Retrofit</b>	rofit
Bridge Number	Bridge Name	Location	Reason
Tukwila 1	Macadam	Macadam Road	Provide Guardrail, terminal and transitions that meet current standards
Tukwila 2	Frank Zepp	180th Street	Provide bridge rail that meet current standards
Tukwila 3	Lois T Newton	Stander Boulevard	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 6	Foster 56th Ave South	56th Avenue South	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 8	Grady Way	Grady Way	Provide Guardrail, terminal and transitions that meet current standards
Tukwila 9	East Marginal Way	East Marginal Way	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 11	Boeing Access Road - Airport Way	Boeing Access Road	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 13	Beacon Ave South	Victor Street	Provide bridge rail, guardrail, terminal and transitions that meet current standards
Tukwila 14	42nd Avenue South	42nd Avenue South	Provide Guardrail, terminal and transitions that meet current standards
Note: See individual bridge	Note: See individual bridge reports in Public Works for detailed repair work.		

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	Bridge	Average	Daily Traffic	(ADT)	
Bridge Number	Name	Year Built	Structure ID	ADT	Next ADT Reqd (5 yr Cycle)
Tukwila 01	Macadam Road	1997	08674200	3,600	2026
Tukwila 02	Frank Zepp	1968	08561400	36,000	2027
Tukwila 03	Lois T Newton	1973	08544400	18,900	2027
Tukwila 05	South-center Blvd	1994	0014269D	10,616	2026
Tukwila 06	Foster 56th Ave	1985	08166200	2,850	2026
Tukwila 07	51st Ave South	1996	08634500	4,600	2026
Tukwila 08	Grady Way	1986	08543600	26,000	2026
Tukwila 09	E Marginal Way	1989	08110200	13,000	2026
Tukwila 11	BAR Airport Way	1952	08001800	40,000	2026
Tukwila 12	BAR BNSF	40,000	2027		
Tukwila 13	Beacon Ave S	1971	7996800	550	2027
Tukwila 14	42nd Ave S	1949	08651500	10,300	2026
Tukwila 15	Pacific Hwy	2000	08651500	22,406	2027
Tukwila 21	Fort Dent Road	1975	08328300	1,150	2025
Tukwila 24	Klickitat	2012	08853600	14,024	2026
4001	196-200th	1998	08712100	17,406	2024

	Bridge Repair Recommendations
PRIORITY CODE 'A'	Highest Priority - Structural integrity and safety involved.
PRIORITY CODE 'B'	Regular Priority - General bridge structural repair work not requiring immediate response.
PRIORITY CODE 'C'	Low Priority - General minor maintenance or other work to be accomplished as time and funding allow.
PRIORITY CODE 'M'	Monitor - The repair or item described needs to be monitored at the rate indicated in the Repair Recommendations.
Noto: Soo individual	hridge reports in Dublic Works for detailed repair work

Note: See individual	bridge reports in	Public Works fo	r detailed repair work.		
Bridge Number	Bridge Name	Location	Repair Recommendations	Priority	Inspection Date
Tukwila 1 Tukwila 2	Macadam Frank Zepp	Macadam 180th Street	No repairs recommended at this time.     No repairs recommended at this time.	NA NA	4/26/2023 4/26/2023
Tukwila 3	Lois Newton	Strander Blvd	1. Post height clearance for Green River Trail	С	4/6/2023
Tukwila 5	South center Blvd	SC Blvd	1. Replace missing block spacer on guardrail post 2. Fix broken light above pile 2c 3. Trim the trees on the north side of the bridge.	C B B	8/15/2024
			1. Fill scour void under SE wingwall	В	
Tukwila 6	Foster 56th Ave S	56th Ave S	Replace expansion joint material     Repair damaged guardrail terminal end	B B	4/6/2023
			4. Replace delineator sign on NE corner	С	
			Apply deck sealer to prevent ponding water to leak in to the box girders     Repair spalls at north expansion joint	B B	
Tukwila 7	51st Ave S	51st Ave S	3. Investigate waterline in box girder	A	4/26/2023
			4. Repair northwest rail terminal 5. Remove trees at Pier 2	B B	
			Repair vertical sliding surfaces on columns	В	
			Repair damage bridge rail (spalling and delamination's)     Clean plugged Drains at NW approach	B B	
Tukwila 8 (Renton-Tukwila	Grady Way	Grady Way	4. Repair pedestrian fencing	В	4/13/2023
Joint Ownership)			Clear out material between bearings at Abutment 1     Repair metal bridge rail at NW approach	B B	
			7. Remove vegetation on retaining wall	С	
			8. Clear sidewalk debris  1. Replace compression seals at expansion joints	C B	
Tukwila 9	E Marginal	E Marginal Way	2. Develop scour plan	C	4/5/2023
	Way		3. Secure access hatch at south side 4. Empty box girder	A B	
Tolouile 44	BAR Airport	Boeing Access	1. Repair bridge rail damage	В	4/44/2022
Tukwila 11	Way	Road	Roughen approach slabs     Replace delineator sign	C B	4/11/2023
			Repair the southeast approach rail.	В	
Tukwila 12	BAR BNSF	Boeing access	Clean bridge deck and sidewalk     Repair failed overlay	C B	4/5/2023
		road	4. Tighten loose anchor bolts	В	
	Beacon Ave		5. Monitor spalling on girder  1. Repair interior lighting.	B B	
Tukwila 13	South	At Victor Street			4/25/2023
			<ol> <li>Clean out open joints over floor beams thoroughly and fill with a flexible sealant, priority 1 due to corrosion at top flanges of floor beams from leaking joints.</li> </ol>	В	
			2. Rework the sliding plate expansion joint so it is smooth with sidewalk and patch spalls near panel points, seal open cracks.	В	
			<ol> <li>Replace missing guard rail and terminal at SW comer, replace damaged rail at SE comer, reset NW rail and posts to bring rail up to standard height.</li> <li>Thoroughly pressure wash clean truss of all dirt/algae/guano, prepare surface, paint bridge to encapsulate pack rust and protect truss members. Add bird</li> </ol>	B B	
			deterrent at all panel points, upper and lower chords.		
			<ol> <li>Replace steel sliding plate expansion joints with either a strip seal with steel header or modular joint to eliminate water intrusion onto steel bearings.</li> <li>Recommend design seismic retrofit steel collar and construct around bearing columns, anchored to cap, then fill tight with epoxy.</li> </ol>	B B	
			7. FRP wrap columns 4 A-C. Reinforce west wingwall. Add quarry spall along abutment 4 and under span 3 to retain fill and discourage transient activity.	В	
Tukwila 14	42nd Ave S		<ol> <li>Replace missing riprap along banks and in front of piers.</li> <li>Recommend raising portals and sways due to the high volume of truck traffic and existing damage to sway members.</li> </ol>	B B	4/30/2024
			10. Replace sliding plates with elastomeric dynamic isolation bearings.	В	
			11. Chip any delaminated concrete from exposed rebar, clean and seal exposed bar and patch spalls. Sack honeycombed areas throughout soffit. Shotblast deck surface, patch spalled areas and apply epoxy overlay.	B B	
			12. Replace broken gas pipe couplers.		
			13. Unclog deck drains	C	
			Repair scour along Green River Trail	А	
		Do oifie/TID of	2. Arrest channel erosion along the south bank	A	
Tukwila 15	Pacific Hwy	Duwamish	Repair the approach guardrails at the southwest, southeast, and northeast ends     Apply epoxy overlay on the bridge deck	B C	8/22/2024
			5. Spot paint at slice locations to extend paint life	B B	
			6. Trim brush growing along Ped trall  1. Repair warped and twisted deck planks, deck has non-skid coating but timber is still weathered	В	
Tukwila 16	S 119th		Major rehabilitation or replacement in near future     Special inspection requested to inspect the underside of the superstructure	A A	4/17/2023
Tukwiia 10	Pedestrian	3 11501 30 660	4. Replace areas of top boards	A	4/17/2023
			Replace bearings at 1A 4A     Monitor bearing movement at Abutment 1 at 2029 inspection	B M	
Tukwila 17	Foster Golf Course	Foster GC	2. Remove blackberry bushes under the bridge	С	4/30/2024
	course		3. Repair leaky irrigation line	В	
		Intervel t- "	Straighten utility pipe alignment     Repair chord patching material debonding	C B	
Tukwila 18	Green River	Interurban trail near 180th	Repair and replace rotting timber pedestrian rail     Paint entire superstructure	В	8/15/2024
			4. Paint entire superstructure 5. Perform in-depth inspection	B B	<u> </u>
Tukwila 19	Interurban Trail	Interurban Trail	1. No repairs noted	NA	8/18/2022
	i i ail	1	Monitor leaching cracks in abutment and retaining walls at the 2026 inspection	М	
Tukwila 20	180th Ped		Remove debris from bearing seat     Repair approach settlement	C B	9/19/2024
			4. Repair broken conduit splices	В	
			Trim vegetation overhanging along sidewalk	С	
Tukwila 21	Fort Dent Road	Fort Dent Road	Repair/replace wire cover plate at the NE approach     Post clearance at trail undercrossing under Span 3	C C	8/22/2024
	<u> </u>	<u> </u>	4. Apply epoxy overlay to deck surface	В	<u> </u>
			Trim overgrowing vegetation at approaches     Peoples missing category the strongers of hidden	C C	
Tukwila 22	Fort Dent Trail	Interurban trail	Replace missing safety chains at corners of bridge     Replace popped bolts at diagonal bracing	В	9/19/2024
			4. Smooth out approach pathway at approach header	В	
Tukwila 24	Klickitat Drive	Klickitat Drive	5. Rope access inspection 1. No repairs noted	NA	4/13/2023
i ukwila 24	Tuk Urban Ped	Green River	1. Alian Dad rail in Conn 2	В	4/13/2023
Tukwila 25	Tuk Urban Ped Bridge	Green River Trail	1. Align Ped rail in Span 3	В	9/19/2024
Tukwila 26	Riverton Creek	Green River	1. No repairs noted	NA	8/16/2022
4001 (Vert Toler "	Ped	Trail	1. Repair joints and seals	В	
4001 (Kent-Tukwila Joint Ownership)	196-200th	196th Street	2. Clean deck drains	В	4/7/2023
.,	l	l	I .	<u> </u>	l

	2010 -	2024 Bridge	es Maintena	ance and Repair History
Bridge Number	Bridge Name	Year	Amount	Repair/Maintenance
Tukwila 2	Frank Zepp	2015	\$2.6M	Paint steel, deck overlay, replace deck joint, seismic protection
Tukwila 6	Foster 56th Ave S	2023	\$52k	Bridge rail repair
Tukwila 6	Foster 56th Ave S	2022	\$4.5K	Scour report and plan of action performed
Tukwila 8	Grady Way	2015	\$350K	Seismic protection
Tukwila 11	Boeing Access Road - Airport Way	2021	\$1.6M	Siesmic Retro Fit
Tukwila 12	Boeing Access Road BNRR	2019	\$10M	Siesmic Retrofit and deck repair
Tukwila 13	Beacon Ave South	2015	\$1.1M	Replace bridge deck and paint steel
Tukwila 14	42nd Avenue South	1994	*	Paint Truss
Tukwila 14	42nd Avenue South	2017	\$17K	42nd Ave S Bridge Structural Assessment
Tukwila 14	42nd Avenue South	2020	\$39K	In-depth inspection beyond the King County inspections
Tukwila 16	S 119th St	2015	\$100K	Paint and timber repair
Tukwila 18	Green River	2007	\$100K	Paint and timber repair
Tukwila 18	Green River	2008	\$126K	Paint and timber repair
4001	196th/200th	2019	\$500K	Approach Slab repair
4001	196th/200th	2023	\$5k	Replace center crash barrier

<sup>\*</sup> Unable to verify cost as project cost data is typical kept for 6 years and project was performed before the City's current project tracking system



### **Road Services Division**

Department of Local Services 201 South Jackson Street KSC-TR-0313 Seattle, WA 98104-3856 kingcounty.gov/en/dept/local-services/

January 14, 2025

Adam Cox Transportation Project Manager City of Tukwila 6300 Southcenter Blvd Tukwila, WA 98188

RE: 2024 Inspection of City of Tukwila Bridges

Dear Mr. Cox:

King County bridge engineers inspect the bridges owned by the City of Tukwila in accordance with agreements between the City of Tukwila and King County Department of Local Services. The bridge inspections for calendar year 2024 were conducted as follows:

# **Routine Inspections:**

April 30, 2024 Foster Golf Course Pedestrian Bridge No. TUKxPx17

August 15, 2024 SC Blvd. Green River Bridge No. TUKxNx05

Tukwila International Blvd. Bridge No. TUKxNx15

Fort Dent Park Bridge No. TUKxNx21

Green River Ped & Utility Bridge No. TUKxPx18

August 22, 2024 180<sup>th</sup> Pedestrian Bridge No. TUKxPx20

Fort Dent Trail Bridge No. TUKxPx22

Tukwila Urban Center Pedestrian Bridge No. TUKxPx25

# Under Bridge Inspection Truck (UBIT) Inspections:

August 20, 2024 Tukwila International Blvd Bridge No. TUKxNx15

Fort Dent Park Bridge No. TUKxNx21

**Interim Inspections:** 

April 30, 2024 42<sup>nd</sup> Avenue South Bridge No. TUKxNx14

Enclosed are the reports from the bridge inspection and the actions recommended to maintain these structures. We submit the data in the report to Washington State Department of Transportation (WSDOT), in accordance with state and federal laws to inform them of the bridge condition and to assure the bridge has been inspected on a timely basis. This information is incorporated into state and federal databases. Bridge inspection reports are divided into three primary sections: Condition/Appraisal Ratings, BMS Elements, and Notes/Repairs/Resources; these sections are briefly explained below:

Adam Cox January 14, 2025 Page 2

- 1. The first section "Condition/Appraisal Ratings" consists of collections of fields that depict ratings for a variety of bridge related components, including the bridge as a whole. Generally, these ratings depict the current or inherent overall condition of each of these components from 8 (best) to 0 (worst); however, several fields have different or adjusted rating scales. Explanations of these codes and ratings are found in the Washington State Bridge Inspection Manual (WSBIM) [Available online at: <a href="https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/bridge-inspection-manual">https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/bridge-inspection-manual</a>].
- 2. The second section of the report, Bridge Management System (BMS) Elements, quantifies each of the primary bridge elements and rates them, breaking down the condition of each component into categories that indicate how widespread a component is deteriorated. Generally, Condition State CS1 is best and CS4 is worst.
- 3. The third section consists of three parts: Notes, Repairs, and Inspection Resources Required. The Notes section is comprised of information that provides details of the numbered fields in the first two sections. The Repairs section includes recommended actions identified from the bridge inspection, prioritized between 1 High priority, and 3 Low priority. The Resources Required section indicates any special equipment or tools used to inspect the bridge.

You may notice that the bridge inspection reports appear slightly different than that of previous years, particularly in Section 1. As you may be aware, the Specifications for the National Bridge Inventory (SNBI) was adopted in 2022 and brings significant changes in bridge inspection reporting requirements. In total, there are 174 changes including 54 new fields, 100 modified fields, and 20 existing fields to be discontinued. These reporting metrics will be fully in effect in 2026. In order to make these changes across all assets, we are incorporating the 4-year plan suggested by FHWA and adopted by WSDOT. King County has been implementing the changes according to this plan since the start of 2023; however, there are upcoming changes that require input / action from the asset owner and is unable to be done solely by our inspection team.

Here's what we'll be needing from your agency to effectively fill out a complete inspection report:

- 1. Historical Significance (SNBI Item ID B.CL.04):
  - a. If applicable:
    - i. Year structure entered historical register.
    - ii. Which registers the bridges are on.
  - b. Any bridges in consideration to be placed on a register.
- 2. Seismic Vulnerability (SNBI Item ID B.AP.05):
  - a. Cities should have their own policies for determining whether a bridge has been designed or retrofitted for seismic countermeasures. We can send examples of what qualifies as a seismic countermeasure under King County design, if you wish to adopt our policy. Alternatively, you can refer to the FHWA Seismic Retrofitting Manual for assessment guidance.
- 3. Scour Vulnerability (SNBI Item ID B.AP.03):
  - a. Scour evaluations are required for all bridges over water, regardless of scour condition code.
- 4. Scour POAs (SNBI Item ID B.AP.04)
  - a. A Scour Plan of Action needs to be developed for all scour critical bridges. This form can be completed without the need for a scour engineer.
- 5. Overtopping Likelihood (SNBI Item ID B.AP.02):
  - a. If the City can provide overtopping likelihood or historical information, it would greatly assist in filling out this field accurately. Our inspection team can produce a rating, but it will take significantly more work (research, historical data, etc.).

Adam Cox January 14, 2025 Page 3

- 6. AADT/AADTT counts (SNBI Item IDs B.H.09 / B.H.10 / B.H.11):
  - a. All roadway bridges report AADT and AADTT every 4 years it would be optimal to get updated counts scheduled prior to the next inspection cycle so they can be reported when the routines inspections are due.
- 7. Roadside hardware crash test documentation (SNBI Item IDs B.RH.01 / B.RH.02)
  - a. If the City is using roadside hardware that is non-standard or proprietary, we need crash test documentation for it. This applies to both the bridge rails and transition rail.
- 8. Bypass detour length (SNBI Item ID B.H.17)
  - a. Since our team is not always familiar with city road and traffic restrictions, it is not always feasible for us to accurately calculate the detour length. If it becomes necessary for the city to close a bridge, a detour plan should be available.
    - i. The detour length is defined as the total distance for a vehicle to return to the original route.
    - ii. The detour route cannot have weight restrictions lower than the applicable bridge or any vertical clearance limits under 14'-3" or lower than the applicable bridge (whichever is lower).
- 9. Load Rating
  - a. Anytime the City updates a load rating for a bridge, it is required for us to update the bridge file with the new rating and to keep a copy in the bridge records.
  - b. Load ratings may need to be revisited if condition ratings change.
  - c. WA-105 Load Rating Update: New WSDOT guidance has updated load rating requirements with a new state legal truck. The State has provided a preliminary review of the existing load ratings of local agency structures and provided a list of structures that may require an updated load rating by 2026. Both the design memorandum and preliminary review list with your agency's affected structures are attached.

Attached is a form fillable excel file with the applicable options for each field and a collection of excerpts from the WSBIM for reference for how these topics need to be coded on the inspection reports. While this information is not due until 2027, if we are able to obtain this information sooner, we are able to update these reports along with their scheduled routine inspections. We know that this is a lot of information and some of it can be quite complicated – if it would be helpful, our team would be happy to schedule some time to discuss specifics with you directly.

I hope this letter helps you in reviewing these inspection reports. We recommend the City of Tukwila bridges continue to be routinely inspected on a 24-month schedule. Our next scheduled bridge inspection in the City of Tukwila will be in the spring of 2025. Please call Henry Jin at 206-263-7988 if you need any additional information. We appreciate assisting your city with bridge engineering and inspection services.

Sincerely,

—pocusigned by: Larry Jaramillo

Larry Jaramillo, P.E. Managing Engineer

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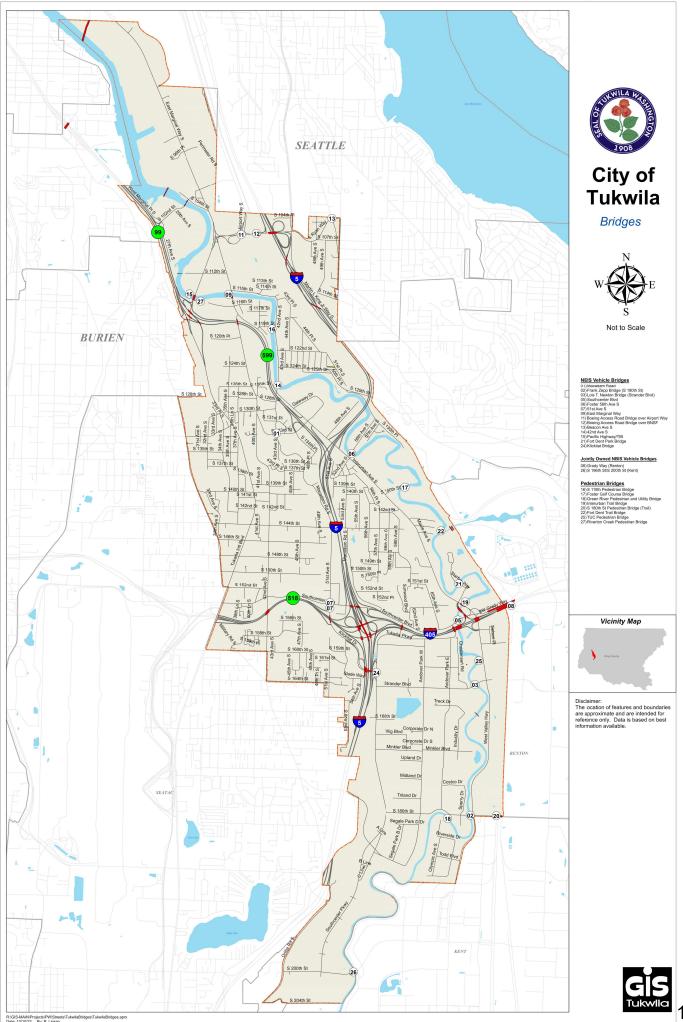
Bridge and Structural Design Unit

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# Enclosures:

- 1. Form Fillable SNBI Input Spreadsheet: SNBI\_FourYearDataPlan CITY.xlsx
- 2. Selected Excerpt from WSBIM 2024: SNBI Pages from WSBIMCoding.pdf
- 3. City of Tukwila Recommended Actions Matrix: 2024 REPAIRS TUKWILA.pdf
- 4. WSDOT Design Memorandum 2024-05: 2024-05-BDM-Memo.pdf
- 5. Preliminary Review to Load rate for WA-105 List: Preliminary Review WA-105 Tukwila.pdf
- 6. City of Tukwila 2024 Bridge Inspection Reports OneDrive Link

cc: Rey Sugui, Program Analyst, Road Services Division (RSD), Department of Local Services (DLS)
Jessy Jose, Supervising Engineer, Bridge and Structural Design Unit, RSD, DLS
Henry Jin, Engineer III, Bridge and Structural Design Unit, RSD, DLS
Justin Chan, Engineer III, Bridge and Structural Design Unit, RSD, DLS



Cl	TY OF	TU	KW	'IL			ITAL I to 20			СТ	SUM	<b>1M</b>	IAR'	Y			
PROJECT:		٩nn	ual I	Bri	dge I	ns	pection	on	s and	Re	epairs	3		Pro	ject#	-	70010402
Project Manager	Adam Co	ЭX								De	epartmo	ent		Art	erial St	ree	ts
DESCRIPTION:	Ongoing probridges.	ogram	of bi-a	ınnu	al inspec	tior	ns, repairs	, pa	ainting and	l reh	nabilitatio	n of	the 26	City	vehicle a	nd p	edestrian
JUSTIFICATION:	Federally re number of bridge and	bridge	inspec	tion	s necess	sary	each yea	r ca	ın vary yea	ar to							
STATUS:	Construction	on pro	jects w	/ill be	e determ	ine	d from ins	pec	ction repor	ts a	ınd noted	defi	ciencie	s/pro	oblems.		
MAINTENANCE IMPACT:	N/A																
COMMENT:	Ongoing project, only one year actuals are shown in the first column.																
FINANCIAL (in thousands)		20	25	2	2026	2027 2028			2028	2029		2030		Beyond			TOTAL
Project Costs Project Mgmt (Staff Time/Cost Construction	)	\$	2 100	\$	2 220	\$	2 230	\$	2 235	\$	2 240	\$	2 240	\$	2 240	\$	14 1,505
Total Project Costs		\$	102	\$	222	\$	232	\$	237	\$	242	\$	242	\$	242	\$	1,519
Project Funding Fund Balance		\$	102	\$	222	\$	232		237	\$	242	\$	242	Ľ	-	\$	1,277
Total Project Funding		\$	102	\$	222	\$	232	\$	237	\$	242	\$	242	\$	-	\$	1,277

45

**Return to CIP TOC**