



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director *H.H.*
BY: Cyndy Knighton, Senior Program Manager
CC: Mayor Ekberg
DATE: March 29, 2019
SUBJECT: Tukwila International Boulevard Channelization Study
Project No. 81710404

ISSUE

Approve the contract with KPG for the Rechannelization Study Layout and Budget Analysis for the Tukwila International Boulevard (TIB) Channelization Study Project.

BACKGROUND

In 2017, a community workshop was conducted by the Congress for New Urbanism (CNU) and the City to build upon and identify specific actions that could be taken to implement the 2015 TIB District goals and policies of creating TIB into a “main street.” The CNU workshop resulted in a report issued in April 2017 with recommendations to reduce the number of traffic through lanes on TIB by half, add bike lanes, and on-street parking.

Tukwila subsequently contracted with Fehr & Peers to study the impacts of the proposed road diet on TIB. The preliminary report was presented to the Transportation and Infrastructure Committee (TIC) on November 14, 2017. Given the likely significant impacts to parallel residential streets, the Committee did not arrive at a recommendation, but directed staff to conduct further study and report back. Alternative options to the CNU recommended road diet have been studied to understand the global impacts of the potential alternatives. Additional budget to complete the analysis was included in the 2019 CIP.

DISCUSSION

KPG has provided preliminary road layout and cost estimates in 2017 for the proposed road diet on TIB, but alternative options have since been explored, which have not had cost estimates developed. Additionally, depending on the option, mitigations in the form of traffic calming treatments on parallel residential streets need to be studied for high-level feasibility and costs. The attached consultant agreement with KPG will develop the potential layouts of channelization changes and develop planning level cost estimates. The information will be folded into the final study to be authored by Fehr & Peers, which will be presented to the Council for consideration later in 2019. Fehr & Peers is a sub-consultant to KPG on this consultant contract.

FINANCIAL IMPACT

KPG's consultant contract is for \$55,956 and the available budget included in the 2019 CIP is \$100,000.

RECOMMENDATION

Council is being asked to approve the consultant contract with KPG in the amount of \$55,956 for the Tukwila International Boulevard Channelization Study and to consider this item at the April 15, 2019 Consent Agenda.

ATTACHMENTS

- CIP Sheet page 21
- KPG Consultant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

PROJECT: **Tukwila International Blvd Channelization Study** Project No. 81710404

DESCRIPTION: Study the traffic impacts of various rechannelization options to support the Tukwila International Boulevard neighborhood vision in the Comprehensive Plan.

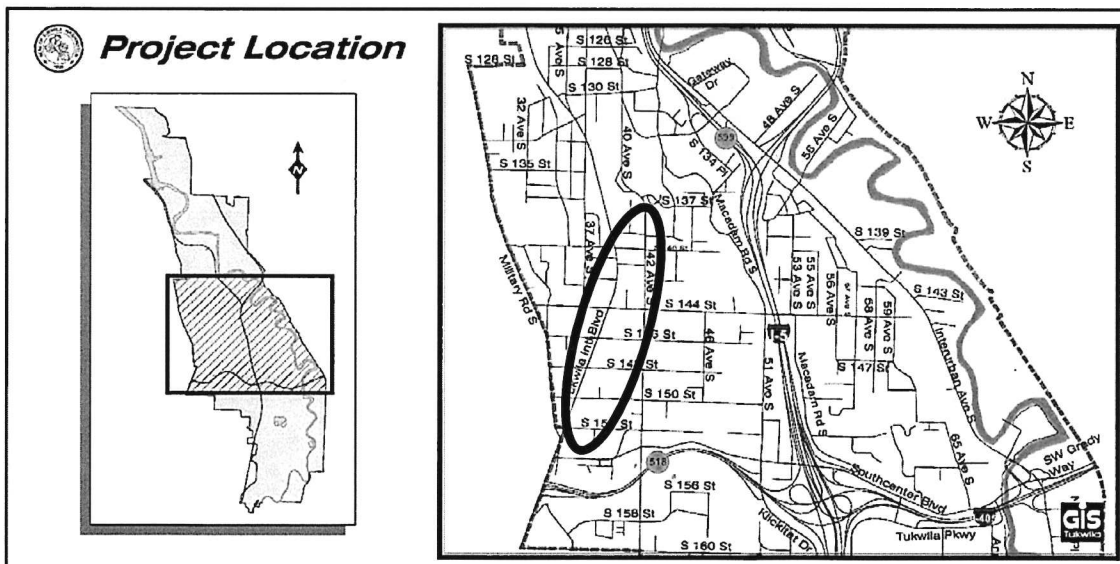
JUSTIFICATION: Any rechannelization of TIB will have impacts to the boulevard and the surrounding area. The study will look at what the impacts are, ways to mitigate any negative impacts, alternative options available to balance needs of competing interests, and analyze cost ranges for any changes and mitigations.

STATUS: New project for 2019 - 2024 CIP.

MAINT. IMPACT: None.

COMMENT: Preliminary study identified significant impacts to residential streets with conversion to only three travel lanes. This 2019 study will build on that preliminary study. This study is related to the implementation of zoning changes recommended in the 2017 CNU report for the Tukwila International Blvd area.

FINANCIAL (in \$000's)	Through Estimated									
	2017	2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
EXPENSES										
Study			100							100
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	0	0	100	0	0	0	0	0	0	100
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	0	0	100	0	0	0	0	0	0	100
TOTAL SOURCES	0	0	100	0	0	0	0	0	0	100





**CONSULTANT AGREEMENT FOR
ENGINEERING SERVICES**

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform conceptual layouts and budget analysis in support of the Tukwila International Boulevard Rechannelization Study.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2019, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2019 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$55,956.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
 1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

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

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

KPG
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

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

DATED this _____ day of _____, 2019.

CITY OF TUKWILA

CONSULTANT

Mayor, Allan Ekberg

By: _____

Printed Name: Nelson Davis, KPG

Title: Principal

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O’Flaherty

Office of the City Attorney

EXHIBIT A

City of Tukwila

Tukwila International Boulevard Rechannelization Study Layout and Budget Analysis

Scope of Work

March 12, 2019

BACKGROUND

The City of Tukwila is considering a rechannalization project on Tukwila International Boulevard (TIB) between S 139th Street and S 152nd Street. The current configuration of the ½ mile corridor is a 5-lane cross section with 2 northbound lanes, 2 southbound lanes, and a two-way left turn lane. The proposed project could remove a travel lane in each direction to allow for on-street parking and striped bicycle lanes. In addition, new mid-block pedestrian crossings could be constructed along the corridor and the rechannalization would decrease the required crossing distance and associated risk for pedestrians. The rechannalization is intended to increase the mobility and safety foster an attractive and inviting environment for all users of TIB. This type of project is sometimes referred to as a “road diet” since the number of travel lanes are reduced.

Based on the *Tukwila International Boulevard Rechannalization Study (Fehr & Peers, January 2018)*, the rechannalization of Tukwila International Boulevard between S 139th Street and S 152nd Street to remove one northbound and southbound travel lane and to install bicycle lanes and on-street parking would result in significant congestion for southbound vehicles entering the corridor under both existing and 2030 demand scenarios. The existing demand for vehicles travelling through the entire study corridor on TIB exceeds 700 vehicles in both directions during the PM peak hour. This demand is forecasted to increase by over 20% by 2030 due to new residential and commercial development near the study corridor. Removing a travel lane in each direction results in overcapacity conditions, especially for southbound drivers at S 139th Street. Delay, travel times, and vehicular queuing increase substantially in both 2017 and 2030 scenarios and would likely result in drivers choosing parallel routes (primarily 42nd Avenue S and Military Road) as alternatives to TIB.

Based on this study, it is clear that reducing the number of travel lanes on TIB without addressing the southbound PM peak hour congestion or potential diversion to other streets would result in an unacceptable outcome. Working with Tukwila staff, the Fehr & Peers study identified the following three potential options to reduce the width of TIB while mitigating or redirecting the traffic congestion and diversion impacts:

- 1) Road diet between S 139th Street and S 152nd Street with traffic calming mitigation on 42nd Avenue S and Military Road.
- 2) Road diet between S 116th Street (SR 599) and S 152nd Street.
- 3) Hybrid road diet between S 139th Street and S 152nd Street by allowing on-street parking in the outside travel lanes that is restricted during the AM and PM peak periods when demand volumes warrant.

The purpose of this scope of work is to work collaboratively with the City to refine the alternatives and develop a schematic layout and budget estimates for each alternative. The layouts and plans will be accompanied by a brief technical memorandum to be included as an Appendix to the final *Tukwila International Boulevard Rechannelization Study*. Specific scope of services is summarized below:

SCOPE OF WORK

Task 1 – Preliminary Layouts and Budget Estimates

- 1.1 The Consultant will provide project management throughout the estimated project duration of 4 months. Work to include management and administrative services, including:
 - Project set-up
 - Execution of subcontractor agreement with Fehr & Peers
 - Preparation of monthly progress reports and invoices
 - Record keeping
 - Project staff management and coordination
 - Subcontractor management and coordination
 - Prepare and update project schedule
 - Schedule and budget monitoring
- 1.2 The Consultant team, which includes KPG and Fehr & Peers, shall prepare the agenda and attend a kickoff meeting to verify and refine the 3 alternatives for analysis. The kickoff will be a collaborative effort between City staff, Fehr & Peers, and KPG.
- 1.3 The Consultant team will prepare summary meeting notes for review and comment by the City to determine the basis for preliminary layout and estimates. This scope of work is based on the following alternatives:
 - Road diet between S 139th and S 152nd with traffic calming mitigation in up to 10 locations along 42nd Ave S and Military Road as determined in the kickoff meeting. Budget estimates will include up to 2 new midblock crosswalks. Two

traffic calming scenarios will be analyzed to develop a range of probable costs for implementation:

- Traffic calming measures such as traffic circles, chicanes, etc. will be reviewed to establish a high end of the cost range.
 - Lower cost traffic calming mitigation such as speed humps, speed cushions, etc. will be reviewed to establish a low end of the cost range.
 - No diversion or partial road closures will be analyzed as part of the traffic calming mitigation.
- Road diet between S 116th and S 152nd with no traffic calming mitigation. Budget estimates will include up to 3 new midblock crosswalks.
 - Hybrid road diet between S 139th Street and S 152nd Street by allowing on-street parking in the outside travel lanes that is restricted during the AM and PM peak periods when demand volumes warrant. Budget estimates will include up to 3 new midblock crosswalks and no traffic calming mitigation is anticipated.
- 1.4 The Consultant team shall utilize existing aerial mapping to develop preliminary channelization layout, and general location for mid-block crosswalks and traffic calming mitigation measures for each of the alternatives.
- 1.5 The Consultant team shall field review proposed traffic calming and mid-block crosswalk locations in order to verify general feasibility and items that may affect project cost such as modifications to existing drainage, landscape, illumination, etc.
- 1.6 The Consultant team shall calculate quantities and prepare preliminary budget estimates for each of the alternative layouts. Budget estimates will include a 25% construction cost contingency as well as anticipated costs for survey, design, public outreach, and construction management.
- 1.7 The Consultant team shall prepare a brief draft technical memo and attend one meeting with the City to review layouts, findings, estimates and other observations about the alternatives.
- 1.8 Based on City review comments, the Consultant team shall make minor edits to layouts and cost estimates in preparation for presentation to the Transportation and Infrastructure Committee and City Council.

- 1.9 The Consultant team shall present findings to the Transportation and Infrastructure Committee and City Council. Fehr & Peers will lead the presentations as a continuation of their ongoing work on the corridor and KPG will be in attendance to answer questions about layouts and cost estimates.
- 1.10 The Consultant team shall finalize the technical memo for inclusion as an appendix to the updated *Tukwila International Boulevard Rechannelization Study*.
- 1.11 The Consultant team shall update and finalize the *TIB Rechannelization Study* to include all analysis and technical work completed since September 2017.

Assumptions:

- KPG previously did a partial review of Alternative 1 in May 2017. Format of layout and estimate will generally follow format of May analysis by KPG, which includes a breakdown of over 20 line items and a 20% contingency.
- No diversions or road closures will be considered for mitigation.
- Meetings will include 1 kickoff and 1 review meeting with necessary phone and email correspondence as required.
- Presentations will include 1 Transportation and Infrastructure Committee Meeting and 1 City Council Meeting.
- No survey or traffic counts are included. Layouts will be based on aerial mapping, GIS, and field observation by Consultant staff.
- Layouts will be developed for budgeting purposes based on results of the kickoff meeting and previous experience of the Consultant team. Actual traffic calming mitigation measures may be greatly affected by public outreach, which is not included in this scope of work.

Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Notes for City verification of alternatives
- Technical memo (draft and final)
- Council presentation materials (draft and final)
- .pdf and scroll plot of 3 alternative layouts (draft and final)
- .pdf of preliminary budget estimate for each alternative (draft and final)
- Updated final *Tukwila International Boulevard Rechannelization Study*

Additional Services

The City may require additional services of the Consultant in order to advance all or portions of the project through final design and construction. This work may include analysis of additional alternatives, public outreach, topographic survey, final design, traffic modelling, or construction management as determined by the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT B
City of Tukwila
Tukwila International Boulevard Rechannelization Study
Layout and Budget Analysis
March 12, 2019

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Fee Estimate by Task			
		Principal	Sr. Engineer	Senior Project Engineer	Business Manger	Project Engineer	Design Engineer	Sr. Admin	Engineering Technician	Office Admin	Hours	Fee			
Task 1 - Preliminary Layout and Budget Estimates															
1.1	Project Management	4			4						4		8	20	\$ 2,724
1.2	Prepare for and attend kickoff meeting	4												8	\$ 1,396
1.3	Summarize meeting notes to define alternatives	2												4	\$ 698
1.4	Prepare aerial base maps and prepare layouts	4		4		40								88	\$ 11,872
1.5	Field review / refine traffic calming and xwalk locations	2	4	4		8								50	\$ 6,456
1.6	Calculate quantities and cost estimates		2	2		6								46	\$ 5,548
1.7	Prepare draft technical memo and attend review mtg	4	2	2		4					2			20	\$ 3,020
1.8	Minor updates and prepare presentation materials													14	\$ 1,520
1.9	Present to T&I Committee and City Council	4												8	\$ 1,328
1.10	Finalize Technical Memorandum as report appendix					2					2			14	\$ 1,562
1.11	Update and finalize the TIB Rechannelization Study					2					4			12	\$ 1,332
	Task Total	24	8	12	4	62	104	8	44	18	284	\$	\$	37,456	
Subconsultants															
											Fehr & Peers	\$	18,000		
											Total Subconsultant Expense	\$	18,000		
Reimbursable Direct Non-Salary Costs															
											Mileage at current IRS rate	\$	100		
											Reproduction Allowance	\$	400		
											Total Reimbursable Expense	\$	500		
											Total Estimated Budget	\$	55,956		