



**City of Tukwila
Transportation and
Infrastructure Committee**

- ❖ **Zak Idan, Chair**
- ❖ **Kate Kruller**
- ❖ **Thomas McLeod**

Distribution: Z. Idan K. Kruller T. McLeod K. Hougardy D. Robertson Mayor Ekberg D. Cline R. Bianchi L. Humphrey H. Hash H. Ponnekanti G. Labanara	H. Kirkland B. Still R. Turpin A. Youn Clerk File Copy 2 Extra Place pkt pdf on Z:\Trans & Infra Agendas e-mail cover to: A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey, Z. Idan
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AGENDA

TUESDAY, MAY 21, 2019 – 5:30 PM

**HAZELNUT CONFERENCE ROOM
(EAST ENTRANCE OF CITY HALL)**

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) 2018 Annual Small Drainage KC Funding Ag – S 180 th St Bridge Flood Wall Extension	a) Forward to 6/3/19 Consent Agenda	Pg. 1
b) West Valley Highway (I-405 – Strander Blvd) Consultant Selection and Agreement	b) Forward to 6/3/19 Consent Agenda	Pg. 9
c) Solid Waste Collection Waste Management Contract Extension	c) Forward to 5/28/19 C.O.W and 6/3/19 Consent Agenda	Pg.109
d) Solid Waste Utility Tax (Commercial Only) Ordinance Amending Solid Waste Utility Tax Rate and Recycling Rate Surcharge	d) Forward to 5/28/19 C.O.W and 6/3/19 Regular	Pg. 111
e) WSDOT Regional Mobility Grant Program Award 2019-2021	e) Forward to 6/3/19 Consent Agenda	Pg. 123
3. SCATBd/RTC		
4. MISCELLANEOUS		
5. ANNOUNCEMENTS		
	Future Agendas:	

Next Scheduled Meeting: Tuesday, June 4, 2019


*The City of Tukwila strives to accommodate individuals with disabilities.
Please contact the Public Works Department at **206-433-0179** for assistance.*



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director *H.H.*
BY: Ryan Larson, Senior Program Manager
CC: Mayor Ekberg
DATE: May 17, 2018
SUBJECT: Surface Water Fund – 2018 Annual Small Drainage Program
Project No. 91841201
King County Funding Agreement – S 180th Street Bridge Flood Wall Extension

ISSUE

Authorize the Mayor to sign a funding agreement with King County.

BACKGROUND

During an inspection of the Tukwila 205 Levee, it was noted that the S 180th St flood wall was not constructed correctly as it tied into the S 180th St west bridge abutment. The flood wall was angled down allowing an approximate 20-foot segment to be up to 3.9 feet below the required protection level of the levee system. The Corps of Engineers noted this as a levee deficiency and requested that the City complete a project to correct this issue.

The 2018 Annual Small Drainage Program included a project that reconstructed a portion of the S 180th St flood wall to provide the correct flood protection elevation. The project was completed in November of 2018.

DISCUSSION

Staff worked with the King County Flood Control District to secure up to \$65,378.00 in funding for design and construction of the S 180th St flood wall repair. All design, permitting, and construction work has been completed on this project. This agreement will allow King County to reimburse the City for this work.

RECOMMENDATION

Council is being asked to authorize the Mayor to execute the funding agreement between King County and the City of Tukwila and consider this item on the Consent Agenda at the June 3, 2019 Regular Meeting.

ATTACHMENTS

King County Funding Agreement – S 180th St Bridge Flood Wall Extension

**AGREEMENT BETWEEN KING COUNTY
AND
THE CITY OF TUKWILA
FOR THE SOUTH 180TH STREET BRIDGE
FLOOD WALL EXTENSION**

This Agreement is made and entered into by King County, Washington ("King County"), by and through its Water and Land Resources Division of the King County Department of Natural Resources and Parks (hereinafter referred to as "WLRD"), and the City of Tukwila (hereinafter referred to as "City"), and collectively referred to as the "Parties."

I. Purpose

The purpose of this Agreement is for the City to undertake activities in connection with the South 180th Street Bridge Flood Wall Extension Project ("Project"), identified in the King County Flood Control District's ("District") annual budget and work program for fiscal year 2018. The Project has been determined by the District to merit funding as consistent with the District's mission and purpose. King County in large measure through WLRD functions as the service provider to the District under the terms of an interlocal agreement ("ILA") between King County and the District and under the ILA implements the District's annual work program and budget. King County by and through the WLRD is entering into this Agreement in its capacity as service provider to the District. This Agreement provides the terms under which the City will provide project management, design and engineering, environmental review and planning, public outreach and construction for the Project, as described in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof, and the WLRD will reimburse the City up to \$65,378.00 for Project costs.

II. Background

The S. 180th St. Bridge Floodwall was constructed incorrectly and angles down under the S. 180th St. Bridge. This leaves a gap in flood protection and may lead to flooding of the Tukwila Urban Center. Project will extend an existing flood wall vertically and tie it into the roadway bridge abutment at the S. 180th St. Bridge Floodwall to provide 100-year flood protection. The project will correct this deficiency.

The King County Flood Control District ("District") has appropriated \$65,378.00 dollars to support the Project, which is identified as a Proposed Action in the 2018 King County Flood Hazard Management Plan, and in the 2018 adopted District Six-year Capital Improvement Plan.

III. Administration

- A. The terms of this Agreement will be administered for WLRD by a Project Liaison to be designated by WLRD ("KCPL"), and for the City by a Project Liaison to be designated by the City ("TPL").
- B. In the event that a dispute arises under this Agreement, it shall be referred for resolution to the Division Director of WLRD, or other representative as designated by King County, and to the City's Public Works Director, or other representative designated by the City. This dispute resolution provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

IV. Responsibilities

- A. City
 - 1. The TPL will ensure that the KCPL is kept generally informed of Project status, including scope, schedule and budget, and will ensure that the KCPL has the opportunities for participation, review, and approval for specific activities and Project deliverables, as set out in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.
 - 2. The City shall perform tasks as described in Exhibit One, and shall provide copies of all deliverables to WLRD.
 - 3. The City will bill WLRD for performance of tasks and services provided per Exhibit One as described in Section V.
 - 4. Upon completion of the Project, the City shall be entirely responsible for all long-term Project monitoring required by regulatory or permitting agencies and any applicable permits.
- B. County
 - 1. WLRD shall pay for the services provided as described in Exhibit One and make payments in accordance with the terms of Section V. below.
 - 2. WLRD will provide timely review, feedback and when necessary, decisions on approval, on all deliverables provided by the City.

3. The KCPL or their representative will attend meetings, site visits, and public outreach events as described in Exhibit One.

V. Revisions to Project Scope and/or Budget

At two Project stages, completion of the engineering cost estimate and bid selection, the Parties will determine whether Project costs will appear to exceed the total of \$65,378.00 provided for in this Agreement. If it appears Project costs will be exceeded, Tukwila may request that the District consider allocating additional funds to the Project. The District is not a party to this Agreement and nothing in this Agreement creates an obligation for the District to allocate or consider allocating additional funds to the Project. If additional funds become available and the Parties agree to an increased Project total, the Parties will execute an amendment to this Agreement. If additional Project funds do not become available, the Parties may agree to amend the Project Scope so that Project costs do not exceed the amount provided for in this Agreement.

VI. Billing and Payment

- A. WLRD shall pay the City up to \$65,378.00 for actual costs incurred to perform the tasks as described in Exhibit One, as currently budgeted in the District CIP budget for the Project.
- B. Expenditures to be reimbursed by WLRD shall be included on itemized invoices submitted by the City and shall be subject to approval by WLRD. The City will invoice WLRD on a quarterly basis. Payment on approved invoices will be made within 45 days.
- C. The Parties represent that funds for conducting activities under this Agreement have been appropriated and are available for 2019. To the extent that conducting activities covered under this Agreement requires future appropriations beyond current appropriation authority, each of the Parties' obligations is contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. King County's obligations are further contingent upon the future appropriation of funds by the District. If no such appropriation is made by either Party, or by the District, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

VII. General Terms

- A. This Agreement is effective upon signature by both Parties and shall remain in

effect until the end of the one year warranty period.

- B. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
- C. This Agreement is not assignable by either Party, either in whole or in part. Neither Party is acting as the agent of the other in carrying out the obligations and activities under this Agreement
- D. The City shall observe and abide by all applicable requirements related to the procurement of goods and services as mandated by law.
- E. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that making regular progress is necessary in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.
- F. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability by the City, the County and/or the District, granted under state statute, including Chapters 86.12 and 86.15 of the Revised Code of Washington, or as otherwise granted or provided for by law.

VIII. Indemnification

To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the design and implementation of the Project. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of King County or its contractors, employees, agents, or representatives, and the City or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

Each Party agrees that its obligations under this subparagraph 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 provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This indemnification shall survive the termination of this Agreement.

IX. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the ____ day of _____, 20____.

Approved as to Form

By: _____

Title: Deputy Prosecuting Attorney

King County:

By: _____

Title: Director, Department of Natural Resources and Parks

Approved as to Form

By: _____

Title: _____

City of Tukwila:

By: _____

Title: _____

Attest: _____

EXHIBIT 1

The S. 180th St. Bridge Floodwall was originally constructed incorrectly and angles down under the S. 180th St. Bridge. This leaves a gap in flood protection and may lead to flooding of the Tukwila Urban Center. Project will extend an existing flood wall vertically and tie it into the roadway bridge abutment at the S. 180th St. Bridge Floodwall to provide 100-year flood protection. The project will correct this deficiency.

Budget:	
Design Engineering	\$ 9,000
Construction Engineering	\$12,378
<u>Construction</u>	<u>\$44,000</u>
Total	\$65,378



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: **May 17, 2019**
 SUBJECT: **West Valley Highway (I-405 – Strander Blvd)**
Project No. 99310410
Consultant Selection and Agreement

ISSUE

Authorize the Mayor to execute a consultant agreement with TranTech Engineering, LLC in the amount of \$531,938.00 to provide preliminary engineering design services for the West Valley Hwy (I-405 – Strander Blvd) Project.

BACKGROUND

The West Valley Highway (SR 181) Project will construct a third northbound lane from Strander Blvd to S 156th St and will construct missing sidewalk sections on the east side. A widened shared-use path will be designed on the west side between Longacres Way and the newly widened sidewalks adjacent to the Southcenter Pedestrian Bridge. A new pedestrian signal across West Valley Hwy will be constructed, pending approval from WSDOT. Additionally, pedestrian and bicycle improvements on Longacres Way will be designed.

The City issued a Request for Proposals (RFP) for the West Valley Hwy project in February 2019. Three firms responded to the (RFP): TranTech Engineering, LLC; KPFF, and SCJ Alliance. All three firms were deemed highly qualified and all were invited to interview.

ANALYSIS

After scoring the proposals and conducting interviews, staff selected TranTech Engineering, LLC, as the most qualified. After negotiations, the attached Consultant Agreement was developed.

<u>Firm</u>	<u>Rank</u>
TranTech	1
KPFF	2
SCJ Alliance	3

FINANCIAL IMPACT

The design fee is \$531,938.00 and the available budget funds for 2019 are \$532,000.00

RECOMMENDATION

Council is being asked to approve the consultant agreement with TranTech Engineering, LLC in the amount of \$531,938.00 for the design of the West Valley Hwy Project and to consider this item on the Consent Agenda at the June 3, 2019 Regular Meeting.

ATTACHMENTS

- Page 12, 2019 CIP
- Consultant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

PROJECT: **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

DESCRIPTION: Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Southcenter Pedestrian Bridge. Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Way S.

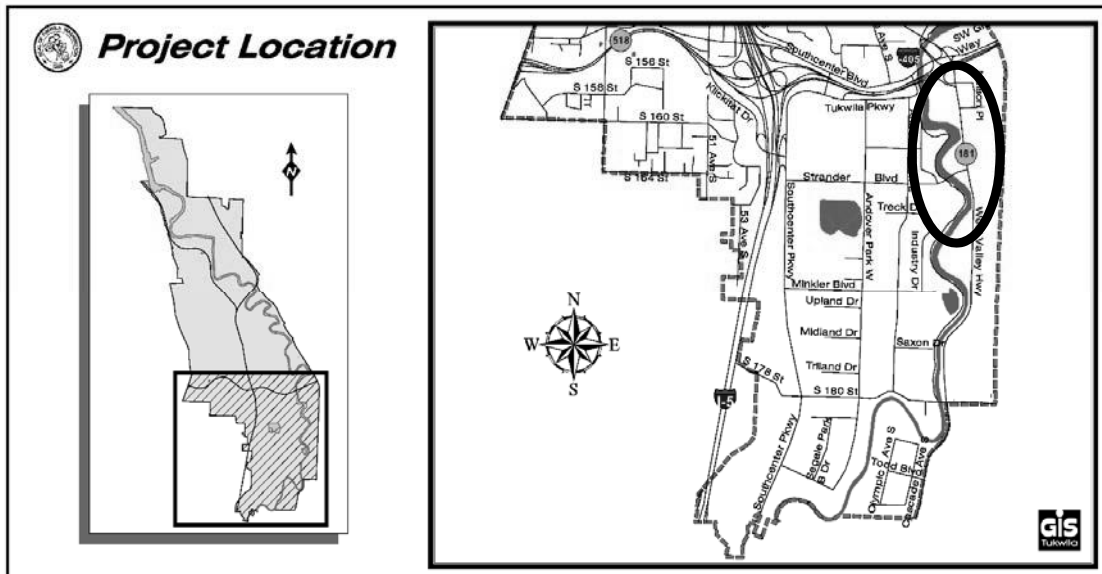
JUSTIFICATION: Safety and capacity items need completion. Portions have been completed by development.

STATUS: Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section. No funding for construction Longacres Way identified yet.

MAINT. IMPACT: Reduced maintenance.

COMMENT: Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St) and State Transportation Improvement Board grant of \$2.4m for 2018/2020.

FINANCIAL (in \$000's)	Through Estimated									
	2017	2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
EXPENSES										
Design	16	60	472							548
Land (R/W)			100							100
Const. Mgmt.				430						430
Construction				2,765						2,765
TOTAL EXPENSES	16	60	572	3,195	0	0	0	0	0	3,843
FUND SOURCES										
Awarded TIB Grant		58	350	2,026						2,434
Awarded CMAQ Grant			187	441						628
Mitigation										0
Traffic Impact Fees			35	213						248
City Oper. Revenue	16	2	0	515	0	0	0	0	0	533
TOTAL SOURCES	16	60	572	3,195	0	0	0	0	0	3,843



Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

EXHIBIT A

SCOPE OF WORK

West Valley Highway (Strander Blvd to I-405) Improvements Project

Background and Description

The City of Tukwila (AGENCY) has retained TranTech Engineering, LLC (CONSULTANT) to provide a complete Contract Documents package for the West Valley Highway (Strander Blvd to I-405) Improvements (PROJECT) in Tukwila, Washington. The following describes the Scope of Work (SCOPE) for this PROJECT.

The work to be performed by the CONSULTANT consists of preparing preliminary engineering design, environmental documentation, and final contract documents for improvements to West Valley Highway (SR 181). The proposed improvements include widening the SR181 to 7 lanes, potentially bridging the 60-inch Seattle Public Utilities water main, a potential new pedestrian signal, a shared use path, and other related engineering tasks. The CONSULTANT will also prepare preliminary engineering design, environmental documentation, and “shelf ready” plans for improvements to one or both sides of Longacres Way from SR 181 to the entrance of Sound Transit’s “Tukwila Station”.

Design Criteria

All scoped Bid Documents, Memorandums, Permits, and Reports shall be developed in accordance with the latest editions and amendments of the following documents to the greatest extent feasible:

AGENCY Publications:

1. Municipal Code;
2. “Infrastructure Design and Construction Standards” – 2019;
3. “Surface Water Comprehensive Plan” – 2013;

STATE Publications:

1. “Standard Plans for Roads, Bridge, and Municipal Construction” (M 21-01);
2. “Design Manual” (M 22-01);
3. “Plans Preparation Manual” (M 22-31);
4. “Environmental Manual” (M 31-11);
5. “Local Agency Guidelines” Manual (M 36-63);
6. “Construction Manual” (M 41-01);
7. “Standard Specifications for Road, Bridge, and Municipal Construction” (M 41-10);
8. WSDOT Amendments, General Special Provisions (GSPs), and Local Agency (APWA) approved GSPs.

American Association of State Highway and Transportation Officials Publications:

1. “A Policy on Geometric Design of Highways and Streets”

US Department of Transportation Publications:

1. “Manual on Uniform Traffic Control Devices for Streets and Highways”

Other Publications:

1. “Public Rights-of-Way Accessibility Guidelines” – 2005;
2. “National Electrical Code”;
3. “National Association of City Transportation Officials Urban Street Design Guide”
4. “National Association of City Transportation Officials Bikeway Design Guide”
5. “King County Surface Water Design Manual” – 2016;
6. Other applicable City and County publications.
7. National CAD Standards

Engineering Software:

1. Engineering software: SAP2000 or CSI Bridge; Group v.2016; LPile v.2016; XTRACT; spColumn v.7; Mathcad v.15
2. CAD software: AutoCAD and Civil 3D (**VERSION 2018**)
3. Scheduling software: Microsoft Project or Excel
4. Microsoft Office, Word, Excel

English units shall be used for plans, engineering, and environmental documents.

Project Team

The project team is composed of the following entities:

- Client – City of Tukwila (AGENCY)
- Prime Consultant – TranTech Engineering, LLC (CONSULTANT)
- Subconsultant – Perteet, Inc. (PERTEET) – Roadway and Stormwater Management Design Support
- Subconsultant – TranspoGroup USA, Inc. (TRANSPO) – Traffic Analysis and Traffic Signal Design
- Subconsultant – Landau Associates, Inc. (LAI) – Environmental Permitting Documentation and Geotechnical Services
- Subconsultant – 1 Alliance Geomatics, Inc. (1AG) – Survey & Topographic Mapping

Scope of Work

This SCOPE provides for complete Plans, Specifications, and Estimates (Contract Documents) for the PROJECT. The SCOPE is anticipated to be completed within the relative timeframes shown in the milestone schedule. The key schedule milestones are shown below. A complete baseline schedule for the PROJECT will be prepared following notice to proceed.

The primary objective of this work is to provide a viable design concept for the segment of West Valley Highway (WVH) between Strander Blvd and the southerly I-405 interchange ramps (South 156th Street) and to advance the proposed solutions, as approved by the AGENCY, to the full design level including preparation of Contract Documents for advertisement. This PROJECT will include significant coordination with WSDOT, SPU, Sound Transit, PSE, Union Pacific Railroad, and other affected area stakeholders.

The approximate duration for the development of the final contract documents is expected to take seven (7) or more months. The consultant contract will have the option to amend the SCOPE for additional right-of-way procurement, engineering and construction management services during the PROJECT's construction phase, or other design elements discovered during design.

General Assumptions

- The CONSULTANT reserves the right to shift funds within the Contract between Tasks, and between members of the CONSULTANT team during the prosecution of the work.
- The Consultant's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.
- Changes in the detail of work beyond what is described in this SCOPE will be made as requested by the AGENCY and authorized by amendment as "Out-of-scope" Work.
- Direct coordination by the CONSULTANT with outside agencies, groups, or individuals is approved by the AGENCY with the understanding that the CONSULTANT will always include the AGENCY in all such correspondence.
- The CONSULTANT will support the AGENCY's Public Works Department. When alternatives are being considered or decisions are being made, the AGENCY will make all final decisions.
- For any field investigations requiring the permission of private landowners whose property would be visited will be the responsibility of the AGENCY with the support of the CONSULTANT. Permission must be obtained prior to significant fieldwork on privately owned land.
- The AGENCY will provide all available as-built plans, bridge records, inspection reports, previous study findings, and calculations germane to the PROJECT to the CONSULTANT in a timely manner.
- Right-of-Way support is not included in the SCOPE. Any Right-of-Way services requested of the CONSULTANT by the AGENCY will be processed as a future Supplement to this Agreement.

- The CONSULTANT will provide the AGENCY with a complete listing, including parcel numbers, where Title Reports are required for identifying ownership and easements of real property within the PROJECT limits. The AGENCY will order and provide payment for all necessary Title Reports and provide a copy to the CONSULTANT as they become available.
- The CONSULTANT is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the AGENCY, any third party that is retained by the AGENCY, or any outside reviewing agency including, but not limited to WSDOT, Seattle Public Utilities (SPU), the Union Pacific Railroad (UPRR), and Puget Sound Energy (PSE). The CONSULTANT will cooperate with the AGENCY to the greatest extent feasible to maintain overall PROJECT schedule.
- Additional subsurface investigation and remedial action associated with any hazardous wastes located within the PROJECT limits are not within this SCOPE. CONSULTANT will provide documentation support as requested based upon data from existing subsurface investigation. Because of the inherent uncertainties in subsurface evaluations, underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.
- The AGENCY may take up to ten (10) business days to review milestone submittals. The AGENCY will be responsible for collecting and reviewing internal AGENCY comments, resolving conflicting comments, and submitting one set of consolidated comments to the CONSULTANT for each submittal (Basis of Design, 30%, 60%, 90%, and 100%).
- Outside review agencies and stakeholders may have longer review periods that will be determined as the project progresses.
- Designated AGENCY staff will lead and participate in all stakeholder and designated team meetings throughout the life of contract and review and comment on all deliverables outlined in contract.
- Utility potholing is not included in this contract except for the SPU 60-inch transmission main. Any other Potholing work will be directed by the AGENCY (with support from the CONSULTANT as requested) and paid for by the AGENCY to either in-house public works equipment operators or an independent contractor when existing utility information is deemed insufficient to adequately identify existing utility locations.

Work Performed by the AGENCY

Throughout the duration of the PROJECT, the AGENCY will perform services, furnish information, and answer questions on AGENCY standard procedures for plan preparation.

The following services will be performed by the AGENCY:

- Provide available as-built plans, inspection reports, previous study findings and calculations, etc.
- When necessary, provide meeting location/conference room for all stakeholder meetings throughout the life of this contract.
- When necessary, designated staff will lead and participate in all stakeholder meetings throughout life of contract.
- Review and provide comments to the CONSULTANT on all deliverables as outlined in contract.

Milestones Schedule

The approximate schedule of milestones is shown below. The schedule below assumes NTP is received by **June 12th, 2019**. Delayed NTP will affect the dates shown.

Milestone	Date
Notice-to-Proceed	June 12th, 2019
Basis of Design	June 19, 2019
Basis of Design Comments Due	June 26, 2019
Draft 30% PS&E	July 17, 2019
Draft 30% PS&E Comments Due	July 31, 2019
Draft 60% PS&E	September 4, 2019
Draft 60% PS&E Comments Due	September 18, 2019
Draft 90% PS&E	October 9, 2019
Draft 90% PS&E Comments Due	October 23, 2019
Draft 100% PS&E	November 13, 2019
Draft 100% PS&E Comments Due	November 27, 2019
Final PS&E for Advertisement	December 6, 2019

* - Days are Calendar Days

1. Project Management

1.1. Project Kickoff and Agency Coordination

The CONSULTANT will coordinate execution of the PROJECT and meet periodically with the AGENCY Project Manager and staff. Tasks include:

- Conduct a kickoff meeting at the beginning of the PROJECT.
- Develop all necessary SUBCONSULTANT agreements (Perteet, TranspoGroup, Landau, and 1 Alliance)
- Meet with the AGENCY Project Manager and/or staff periodically, including coordination review of all milestone submittals.
- CONSULTANT project manager will meet via phone with the AGENCY project manager on an as-needed basis (assumed bi-weekly) for duration of project. The CONSULTANT project manager and project engineer will meet with AGENCY project manager as needed for duration of project.

1.2. Project Schedule

The CONSULTANT will create a schedule in Microsoft Project to be distributed and updated to the PROJECT team and AGENCY periodically.

- Develop the PROJECT delivery schedule and provide updates as changes occur. This scope assumes a total of two delivery schedule revisions during the duration of the PROJECT.

1.3. Subconsultant Coordination

The CONSULTANT will provide direction to the SUBCONSULTANTS and review of their work over the course of the PROJECT.

- Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the PROJECT. Status, as well as projections, will be developed.
- The CONSULTANT will monitor SUBCONSULTANT costs and budgets, and propose corrective actions, if necessary. This may include formal SCOPE and/or budget modifications.
- The CONSULTANT project manager will provide direction to the PROJECT team and conduct PROJECT coordination meetings with appropriate task leaders.

1.4. Internal Project Team Meetings and Field Visits

CONSULTANT team will meet in-person up to 2 times during the PROJECT in addition to the project kickoff meeting. This task includes hours for field visits by CONSULTANT staff. SUBCONSULTANT field visit hours are captured in their respective tasks.

1.5. Project Monitoring and Reporting

The CONSULTANT's project manager will monitor the PROJECT planned budget versus actual progress. CONSULTANT will prepare and submit an invoice and a brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s).

Task #01 Assumptions

- The CONSULTANT'S Project Manager and/or project engineer will meet (face-to-face) with the AGENCY Project Manager up to five (5) times.
- This task assumes two in-person CONSULTANT team meetings/field visits in addition to the Kickoff meeting.
- Internal PROJECT team coordination meetings will be held at most on a bi-weekly basis during PROJECT duration. These meetings will be in addition to the coordination meetings held with the AGENCY but budgeted as part of the specific work tasks.

Task #01 Deliverables

- Meeting Agendas in electronic format (MS Word) as needed
- Meeting Minutes in electronic format (MS Word) as needed
- Monthly Invoices and Progress Reports

2. Basis of Design

The Basis of Design (BOD) is intended to document the selection of the preferred alternative, including selection of the design elements that are included in the preferred alternative. It provides an opportunity to discuss the primary reasoning for choosing the preferred alternative and explains the choice in terms of meeting the project need, understanding the context, and making performance-based decisions that consider performance trade-offs.

The BOD is necessary to support WSDOT's practical design approach. The BOD includes the following information and sections:

- Planning Document Summary
- General Project Information
- Project Needs
- Context
- Design Controls
 - Design Year
 - Terrain Classification
 - Modal Priority
 - Access Control
 - Design Speed
 - Design Vehicle
- Alternatives Analysis
- Design Element Selection

The CONSULTANT will coordinate with the AGENCY and WSDOT for the development of the BOD. This assumes up to two (2) meetings – Kickoff and BOD draft review, with up to 2 Consultants meeting with WSDOT at their NW Region Headquarters in Shoreline.

CONSULTANT will prepare both a draft, and a final BOD for the project. The draft BOD will be circulated to AGENCY and WSDOT staff for review and comment. AGENCY staff will consolidate all comments into one package for response by the CONSULTANT. The CONSULTANT will prepare a response to each comment received, and then conduct one (1) meeting with AGENCY staff to reconcile any outstanding comments. After reconciling comments at this meeting, the CONSULTANT will prepare and submit a final BOD to the AGENCY and WSDOT for approval.

CONSULTANT will prepare and submit to the AGENCY the Final BOD on a roll plot drawing as the preferred project footprint. The roll plot drawing will include a plan view of the PROJECT footprint.

Assumptions

- The CONSULTANT team will not be involved in any required City Council meetings associated with the BOD or any potential speed limit changes.

Deliverables

- Draft and final BOD submitted via e-mail in PDF format.
- Preliminary (10%) Design roll plot drawing

3. Survey and Topographic Mapping - 1 Alliance Geomatics (1AG)

Survey Limits

The westerly survey limits along West Valley Highway will extend 5-feet west of the westerly existing right-of-way, except for that portion of the Green River being just north of the existing pedestrian bridge and south of Ramada Inn, where the limits will extend to the toe of slope or edge of water. The northerly survey limits will extend 100-feet north of the intersection of West Valley Highway and S. 156th Street. The southerly survey limits extend to the southerly edge of the northerly crosswalk at the West Valley Highway & Strander Boulevard intersection. The easterly survey limits will be 5-feet east of the easterly right-of-way. Surveying also includes mapping Longacres Way from the intersection of West Valley Highway, easterly, to the access to Sound Transit's Tukwila Station. The northerly limits of Longacres Way to Nelson Place will be approximately 5-feet beyond the right-of-way or to the existing building faces. From Nelson Place running easterly the northerly limits will be to the face of curb. The southerly limits along Longacres Way will be 5-feet beyond the right-of-way margin.

3.1. Survey Project Management, Administration, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project. This survey effort will be under the direct supervision of a Washington State Licensed Land Surveyor.

3.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

Horizontal Datum - NAD83/91 Washington State Plane Coordinate System, North Zone, US Survey Feet.

Vertical Datum - North American Vertical Datum of 1988 (NAVD 88).

Survey control will be set outside of the expected project extents to ensure a good basis for this project's future construction.

Cadastral monumentation local to the site, as available, will be tied into this survey, to aid in resolution of the ROW in the project area.

3.3. Field Surveying and Mapping

This task includes the field surveying and mapping for the support of improvements for design within the described limits. 1AG proposes using ground-based terrestrial 3D Laser scanning methods for mapping and conventional mapping methods for the obscure areas. Topographic mapping will include channelization, sidewalks, curbs, asphalt, gravel, paths, ramps, concrete, poles, overhead wires & sag points, railroad features, drainage courses, top & toe of slopes, swales, culverts, visible surface utilities

and painted underground utility marks, trees 8" and larger at breast height (dbh), ground elevations and breaklines sufficient to create 1-foot contours.

Storm drainage and sanitary sewer structures will be measured internally. Up to two Pothole locations will be surveyed.

3.4. Office Processing

This task includes the office processing of the collected survey data, data extraction, field-book note reductions, CADD drafting, and other duties required for the generation of the deliverables.

For 3D laser scanning efforts, tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

3.5. Right-of-Way, Property Lines & Easement Resolution

1AG will resolve the existing right-of-way and adjacent parcel boundaries within the project area including all recorded easements. It is estimated that approximately 10 title reports will be needed to show the existing easements along the easterly project corridor and Longacres Way. A complete Title Reports listing will be provided to the AGENCY. The AGENCY will order and pay for the Title Reports which will be provided to the CONSULTANT upon receipt.

Assumptions

- The AGENCY will provide approximately 10 title reports with underlying documents.
- The AGENCY shall obtain Right-of-Entry (ROE) for any mapping within UPRR right-of-way at track level if there is design justification. This scope and fee proposal assumes all survey will be performed below the UPRR trestle.
- Right-of-Entry (ROE) access for surveying for properties is not necessary per the AGENCY.
- Tree Tags and driplines for significant trees within the shoreline buffer are a part of the scope of services.
- Surveying of wetland and OHWM flags are not included under this scope of work.
- Washington Utility Notification Center will be requested to mark the underground utilities. This is a free service; however, the lack of response may require a private utility location service. Should a private utility location service be needed, this service will be coordinated by 1AG as part of a future supplemental agreement.
- Due to the use of 3D Laser scanning technology, traffic control is not anticipated or budgeted.
- 1AG personnel will not access any area that is unsafe for any reason.
- 1AG will notify TranTech of any unsafe working conditions.
- 1AG is not responsible for any delays due to unsafe working conditions.

Deliverables

- Project Basemap at 1" = 20' scale, 1-foot contours.
- 2018 AutoCAD Civil 3D file of Project Basemap in 1AG CAD drafting standards.
- 2018 AutoCAD Civil 3D CAD digital terrain model (DTM) drawing file.
- 2018 AutoCAD Civil 3D Land XML-compatible digital terrain model (DTM) file.

3.6. Potholing the SPU 60-inch Transmission Main

The potholing will be accomplished by a qualified contractor under subcontract to 1AG. the task of locating the limits of pipe casing for Seattle Public Utility's (SPU) 60-inch transmission main crossing WVH just north of the Chevron gas station. It is estimated that the casing extends to the toe of the existing roadway slope. To perform this work, the subcontractor will utilize an Air Vacuum Excavation System to obtain utility location and depth information.

Assumptions

- After the limits of WVH right-of-way and utility easements are defined, a preconstruction meeting will occur between the Agency, SPU, and the CONSULTANT, to discuss the work involved, discuss procedures, and receive approval to perform the work
- The Subcontractor shall air vacuum excavate (1) test-hole to obtain depth on an existing 60" water line.
- The utility lies between 0' and 10' in depth.
- At this time all test-holes are assumed to be located in the existing soft surface. If a test-hole falls in the hard surface APS, Inc. shall jackhammer the existing asphalt 12" x 12" in size.
- APS, Inc. shall backfill all test-holes with a material approved by City of Tukwila (5/8" crushed rock, sand, pea gravel, etc.).
- CDF backfill is excluded in this scope. Should the Agency require additional restoration, the Subcontractor will be notified, and a new scope will be provided for the additional restoration cost.
- Restoration will be 5/8" crushed rock backfill. This patch will carry a 2-year warranty from the date the test-hole was completed.
- All traffic control plans will be drawn and submitted by the Subcontractor.

Deliverables

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Hub with measurements left at grade
- Photos of all found utilities.

4. Geotechnical Engineering-Landau Associates (LAI)

4.1. Geotechnical Research and Recommendations

This task includes the completion of a field exploration and laboratory testing program, the results of which will be used to develop geotechnical recommendations for the project. Geotechnical recommendations related to retaining wall and engineered slope design will be provided.

4.1.1. Field Explorations and Laboratory Testing

Landau Associates, Inc. (LAI) proposes to advance four hand auger explorations to characterize subsurface conditions in the vicinity of the proposed retaining wall and engineered slope. Each hand auger exploration will be advanced to a maximum depth of 4 to 5 feet (ft) below the existing ground surface (bgs).

Prior to conducting the field investigation, a LAI representative will mark the exploration locations in the field and arrange for an underground utility locate (1 800... call before you dig). LAI will also arrange for a private utility locate at each of the exploration locations, if required.

LAI will conduct geotechnical laboratory testing in our laboratory on representative soil samples obtained from the exploratory borings and test pits to aid in their classification and determination of engineering properties. Geotechnical testing is expected to consist of 2 index tests (either mechanical sieve analysis or Atterberg limit determinations).

4.1.2. Geotechnical Evaluation, Reporting, and Meetings

LAI will complete geotechnical engineering analyses and develop recommendations to support design of the proposed retaining wall, including:

- Seismic design criteria, including an evaluation of liquefaction and lateral spreading potential.
- Recommendations for earthwork and site preparation including: clearing, stripping, and grubbing; the suitability of onsite soils for reuse in structural fill; imported structural fill requirements, subgrade preparation; and placement and compaction of structural fill.
- Recommendations for retaining wall design including: foundation subgrade preparation, design parameters, nominal bearing pressure, anticipated foundation settlement, and wall backfill and drainage considerations.
- Recommendations for engineered slope design.

The results of our field explorations and geotechnical engineering analyses will be summarized in a draft technical memorandum. The report will include a site plan showing the exploration locations, summary logs of conditions observed in the explorations, results of the geotechnical laboratory testing, and a discussion of subsurface soil and groundwater conditions at the locations of the explorations. An electronic copy of the technical memorandum will be submitted for review by the project team. Upon receipt of comments, LAI will prepare and submit a final technical memorandum.

Assumptions:

- It will not be necessary for LAI's geotechnical staff to attend a project kick-off meeting.

- Field work will be performed during normal business hours (i.e., no night or weekend work is planned or will be required).
- There is adequate space in the vicinity of the proposed retaining wall to advance the explorations proposed herein.
- It is feasible to support the proposed retaining wall on shallow foundations.
- The SPU water line is cased for the full width of the WVH right of way, and therefore does not need to be bridged
- Signal standard foundations recommendations, if needed, will be provided at a later date under a separate scope and budget.
- Pavement section recommendations, if needed, will be provided at a later date under a separate scope and budget.
- Stormwater infiltration recommendations, if needed, will be provided at a later date under a separate scope and budget.
- Construction support activities, if needed, will be provided at a later date under a separate scope and budget.

Deliverables:

- An electronic (MS Word) copy of the draft technical memorandum.
- An electronic (Adobe PDF (& MS Word if available)) copy of the final technical memorandum.

5. Environmental and Permitting Services-Landau Associates (LAI)

LAI understands that the AGENCY has obtained federal funding assistance for the project from the Federal Highway Administration (FHWA) and to be administered through WSDOT. The AGENCY anticipates that National Environmental Policy Act (NEPA) documentation prepared in association with federal funding will be adopted as the State Environmental Policy Act (SEPA) environmental analysis pursuant to WAC 197-11-630 and Chapter 21.04.230 of the Tukwila Municipal Code (TMC).

This task covers consulting services to coordinate with regulatory agencies and to prepare required permit applications and associated environmental documentation to obtain agency approvals for the proposed project.

5.1. Team, Agency, and Pre-Application Meetings

LAI will assist in scheduling and participate in pre-application meetings, as needed, with the AGENCY, Washington State Department of Transportation (WSDOT) and Washington Department of Fish & Wildlife (WDFW) to coordinate permit conditions for the project. Time is included to respond to WDFW comments on application materials prepared in Task 5.6, as described below.

This task includes participation in at least two scoping meetings with WSDOT Local Programs, FHWA and/or other potential state/federal funding agencies to coordinate environmental documentation requirements associated with federal funding.

Assumptions:

- Three agency meetings at the project site are included in this task.
- All time budgeted for meetings and workshops include travel time and the deliverables mentioned in this task.
- No additional studies will be required as part of the response to agency comments.

Deliverables:

- Meeting summaries will be provided in e-mail correspondence.
- Response to agency comments will be provided in e-mail correspondence.

5.2. WSDOT Local Program National Environmental Policy Act Categorical Exclusion Form

LAI will prepare a preliminary version of the WSDOT Local Programs NEPA Categorical Exclusion (CE) Form (formerly the Local Agency Environmental Classification Summary). The purpose of the preliminary NEPA CE form is to facilitate discussion with WSDOT Local Programs to determine subsequent NEPA compliance needs.

To complete the preliminary version of the CE form, LAI will compile and review environmental information from readily available public domain resources to gain a general understanding of relevant environmental resources along the project corridor.

Task 5.1 includes participation in scoping meetings with WSDOT Local Programs/FHWA regarding documentation requirements associated with federal funding. At a minimum, this scope of services assumes that the NEPA CE form will include a Hazardous Materials Linear Corridor Screening Assessment (see Task 5.3), effect determination for species listed under the Endangered Species Act (ESA) and Essential Fish Habitat (EFH) evaluation (see Task 5.4), documentation of a wetland/waterway delineation, and compliance with Section 4(f) of the US Department of Transportation Act of 1966 (Task 5.10). The NEPA CE form will also require a discussion of stormwater treatment and detention, which will be based on design and information provided by TranTech.

Assumptions:

- The proposed project has received funding from FHWA administered through WSDOT Highways and Local Programs.
- The proposed project will be determined to be a Class II Documented Categorical Exclusion (DCE) and neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.
- NEPA documentation prepared in association with federal funding will be adopted as the State Environmental Policy Act (SEPA) environmental analysis pursuant to WAC 197-11-630 and Chapter 21.04.230 of the Tukwila Municipal Code (TMC).
- The project will comply with exemption from Section 106 of the National Historic Preservation Act.
- Noise, Section 6(f), Floodplain, and Environmental Justice analyses will be documented in the CE form. Individual discipline reports and modeling/impact evaluation efforts will not be required for these elements of the environment.
- Wetlands/waterways impacts will be avoided.
- A wetland/waterway delineation memorandum will be adequate to document potential wetland/waterways that occur within the study area.
- No acquisition of right-of-way will be required for the project.

Deliverables:

- An electronic (Adobe PDF (& MS Word if available)) copy of the draft NEPA CE form.
- An electronic (Adobe PDF (& MS Word if available)) copy of the final NEPA CE form.

5.3. Hazardous Materials Linear Corridor Screening

LAI will conduct a screening-level assessment of sites along the project corridor for the potential presence of contamination. The screening-level assessment of the project corridor will include the following components:

- Reviewing available aerial photographs to assess past uses of the project corridor and adjacent properties from the present back to their first developed use, or back to 1940, whichever is earlier.
- Reviewing listings from a subcontracted database service (Environmental Data Resources Inc.) of confirmed and suspected contaminated sites within a 1-mile radius of the project corridor abstracted from US Environmental Protection Agency (EPA), tribal, and Ecology environmental databases.
- Reviewing reports documenting previous environmental investigations completed at sites along the project corridor (if available from the AGENCY and/or WSDOT).
- Conducting a site reconnaissance of the project corridor to visually and physically observe current land-use activities and environmental conditions.

- LAI will request and collect information from Ecology to further evaluate the sites of potential hazardous and problem waste concerns for the project that were identified in the regulatory database search or site reconnaissance, if any. This task will include:
 - Visiting Ecology’s Northwestern Regional office in Bellevue, Washington to review documents available from the agency files and to request copies of relevant information related to environmental conditions at sites along the project corridor
 - Reviewing/photocopying pertinent documents/information.

The data collected will be summarized in a technical memorandum.

Assumptions:

- A Hazardous Materials Discipline Report to address hazardous and problem waste may be required by WSDOT based on its review of the preliminary NEPA CE form. Preparation of a Hazardous Materials Discipline Report is not included in this scope of services. The level of detail and report format for a Hazardous Materials Discipline Report is dependent on the project activities, and type and number of potential hazardous material impacts identified. A scope and cost estimate to complete a Hazardous Materials Discipline Report, if required by WSDOT, will be provided following receipt of review comments from WSDOT regarding the preliminary NEPA CE form.
- The hazardous materials corridor screen technical memorandum will not meet the requirements of a Phase I environmental site assessment under ASTM E1527-13.
- Building interiors will not be accessed as part of the site reconnaissance.
- Conditions at immediately adjoining properties may not be observable from public access areas and, as a result, may not be identified during the site reconnaissance.
- No right-of-way acquisition will be required for the project.

Deliverables:

- An electronic (MS Word) copy of the draft Screening-Level Hazardous Materials Linear Corridor Report
- An electronic (Adobe PDF (& MS Word if available)) copy of the final Screening-Level Hazardous Materials Linear Corridor Report.

5.4. Section 7 of the Endangered Species Act (ESA) Biological Assessment (BA); Magnuson-Stevens Act Essential Fish Habitat (EFH) Evaluation

LAI will prepare a BA for selected species federally listed as threatened or endangered in the action area under the ESA and an EFH Evaluation for the proposed project. LAI will obtain updated species lists from agency websites, request site-specific species and habitat information from the WDFW Priority Habitats and Species database, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details, such as construction techniques and equipment used, timing of construction, and best management practices (BMPs) will be based on information provided by TranTech.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history will be summarized

in the BA. A determination of “no effect” (NE) or “may effect, not likely to adversely affect” (NLAA) is anticipated. The project is not expected to impact EFH.

LAI will prepare a draft BA and EFH for review and comment by TranTech and the AGENCY, and then a final document.

Assumptions:

- The BA will be drafted using the current WSDOT template.
- A 30% to 60% level of design will be sufficient for preparation of the BA and EFH Evaluation report.
- The project will have a NE or NLAA determination on listed species and/or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no adverse impact to EFH.
- WSDOT BA procedures for calculating the extent of in-water impacts will be used; however, this task does not include water quality modeling using CORMIX modeling software. In-water construction will not be required as part of the proposed project.
- This task does not include meetings with agency staff from the US Fish & Wildlife Service (USFWS) or National Oceanic and Atmospheric Administration (NOAA) Fisheries.
- Design and construction details required for permit applications that are not directly related to a Critical Areas determination will be provided to the LAI biologist. Such elements include, but are not limited to, a stormwater drainage report; a temporary sediment and erosion control plan; proposed construction timing, sequencing and duration; and primary types and duration of construction equipment to be used.
- This task does not include efforts to conduct a 6-month update review of species listings.
- The scope of work does not include monitoring of any federally listed or state listed species during construction activities. Should any monitoring of these species be required, an addendum to this scope and budget can be prepared.

Deliverables

- An electronic (Adobe PDF (& MS Word if available)) copy of the draft BA and EFH Evaluation report.
- An electronic (Adobe PDF (& MS Word if available)) of the final BA and EFH Evaluation report.

5.5. Cultural Resources

LAI will identify the Area of Potential Effects (APE) in accordance with 36 CFR 800.16(d) and coordinate with the Local Program Engineer and WSDOT archeologist on the APE request and a Section 106 exemption.

Assumptions

- The project will comply with exemption from Section 106 of the National Historic Preservation Act as identified in Appendix J of the WSDOT Local Programs NEPA Categorical Exclusion Guidelines.
- This task will be limited to preparation of the APE and coordination with the WSDOT archeologist.
- For this task, TranTech will provide LAI with a detailed project description of the project, project area including areas of ground disturbance and known staging areas, and conceptual plans showing the scope of work and cross-sections.

Deliverables

- An electronic (Adobe PDF (& MS Word if available)) copy of the draft APE.
- An electronic (Adobe PDF (& MS Word if available)) copy of the final APE.

5.6. Shoreline Permit Application Submittal

LAI will prepare documentation as required by the TMC for a shoreline substantial development permit. LAI will complete the AGENCY's Shoreline Permit application and associated documentation and a figure for property owners within 500-feet of the project area. Mailing list labels and other administrative tasks will be coordinated by the AGENCY. Information required as part of the application also includes five (5) copies of the following:

- Description of project consistency with decision criteria
- Vicinity map
- Shoreline site plans (top of bank, landward catch point toe of levee, riverbank toe, mean high water mark, and 100-year base flood elevation, appropriate setbacks, maintenance easements, limits of construction)
- Sensitive area study documentation and plans
- Cross sections
- Landscape plans
- Civil plans (stamped, signed, and dated by licensed professional engineer).

LAI will prepare the City of Tukwila Tree Clearing Permit application, which will be included with the Shoreline Permit application package. The "description of project consistency with decision criteria" listed above will include reference to the AGENCY's tree regulations.

Assumptions

- SEPA checklist will not be required as part of the project application. NEPA documentation prepared in association with federal funding will be adopted as the SEPA environmental analysis pursuant to WAC 197-11-630 and Chapter 21.04.230 of the Tukwila Municipal Code (TMC).
- The AGENCY will pay all the applicable permit application fees associated with the shoreline permit.
- LAI staff attendance at a Hearing Examiner meeting is included in this scope of services.
- A tree size and location survey (the results of which are required to be shown on the plans) will be completed by Perteet and incorporated into the plans.
- The plan set will include the required Landscape Plan, Site Plan and Sensitive Area Plan, and will be compiled by Perteet.
- Construction will begin within 2 years of permit approval and be completed within 5 years.
- The 30% design plans will be suitable for the shoreline permit application, and the AGENCY will waive the requirement that civil plans be stamped, signed, and dated by a licensed professional engineer as part of the permit application.

Deliverables

- An electronic (Adobe PDF (& MS Word if available)) copy of the draft Shoreline Permit application submittal(s).

- An electronic (Adobe PDF (& MS Word if available)) and required paper copies of the final Shoreline Permit application submittal(s).

5.7. Wetland/Waterway Delineation

LAI will conduct wetland delineations in accordance with the US Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the 2010 USACE Regional Supplement to the Wetland Delineation Manual. The ordinary high-water mark (OHWM) of waterways, will be delineated using guidance provided in Ecology's Determining the Ordinary High-Water Mark on Streams in Washington State. The OHWM for the Green River will be obtained from engineering design drawings and documentation associated with the Pedestrian Bridge Project.

LAI will compile and review environmental information from readily available public domain resources to gain a general understanding of potential wetland issues at the site. Public domain resources include, but are not limited to:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping
- Local Critical Areas mapping
- US Geological Survey topographic mapping
- Recent aerial photography.

The field investigation will include an examination of vegetation, soils, and hydrology within the project area. Flagging will be placed along the wetland/waterway boundaries and will be confined to the project area. Any wetland/waterway habitat that extends beyond the project area, and within 200 ft (referred to as the study area), will be estimated both visually and using public domain resources to assess extent. Included in this task is time to provide the project surveyors with a hand-sketch of wetland/waterway boundaries to assist the surveyors to locate project flagging. We also included time to review the survey map and request any necessary changes to accurately represent existing wetland/waterway conditions.

Wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with applicable Critical Areas regulations. Stream typing and buffer widths are based on Chapter 18.45 of the TMC, and the water typing system promulgated in WAC 222-15-131.

Assumptions

- Includes efforts for rating for no more than two wetlands.
- AGENCY will provide the CONSULTANT any further wetland/waterway delineation information from the Pedestrian Bridge project that it does not already possess.
- Current project extends beyond delineation limits of the Pedestrian Bridge project.

Deliverables

- Sketch of wetland/waterway boundaries.

5.8. Wetland/Waterway Delineation Technical Memorandum

LAI will prepare a draft Wetland/Waterway Delineation Technical Memorandum with the information obtained from field delineation and ratings completed in Task 4.08. The memo will be acceptable to the AGENCY for shoreline permitting and other regulatory agencies and will include:

- A summary of the methodology used
- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field data sheets
- A scaled site map showing the locations of wetland/waterway boundaries and buffers, locations of wetland data plots, and site topography
- Supporting photographs.

The draft memo will be provided to TranTech and the AGENCY for review. Comments will be reviewed and incorporated, as appropriate, into a final Wetland/Waterway Delineation Technical Memorandum. The delineation memo will be used in pre-application meetings for the purposes of discussing potential project impacts and determining agency jurisdiction.

Assumptions

- No wetlands or non-shoreline waterways or their buffers are anticipated lying within the project area. Impacts within the project area will be limited to shoreline buffer associated with the Green River. Buffer impacts and mitigation will be addressed in the shoreline permit application.
- Data for the ordinary high-water line of the Green River adjacent to the project will be obtained from design drawings completed as part of the Pedestrian Bridge Project.
- The results of the delineation and delineation memo will be used in developing the 30% design.

Deliverables

- An electronic (MS Word) copy of the draft Wetland and Waterway Delineation Report.
- An electronic (Adobe PDF (& MS Word if available)) copy of the final Wetland and Waterway Delineation Report.

5.9. Mitigation/Landscape Plan Support

This task consists of the design support services necessary to prepare and complete design drawings that will be required for impacting the shoreline buffer of the Green River. LAI will provide comments to Perteet for incorporation of buffer mitigation into the landscape plans at the 60 percent, 90 percent, and 100 percent levels.

Assumptions

- Perteet will incorporate mitigation in landscape plans and specifications as required by the AGENCY's Shoreline Master Plan (SMP).
- Irrigation design is not included in this task.
- Grading design and grading plans are not included in this task.

- A Temporary Erosion and Sediment Control (TESC) Plan is not included in this scope. Some erosion control design is anticipated, but any erosion control elements are expected to be minor and be coordinated with TranTech for incorporation into the TESC plan(s) prepared by others.

Deliverables

- E-mail and/or telephone correspondence providing information needed for project landscape plans for the purpose of fulfilling project mitigation requirements related to shorelines.

5.10. Section 4(f) Documentation

LAI will prepare the WSDOT Section 4(f) De Minimis Impact Determination form. The form will provide:

- A project description
- A description of Section 4(f) resources (i.e., park and/or historic sites) affected by the project and proposed impacts (including figure)
- A summary of public outreach efforts.

LAI will prepare a draft form for review and comment by TranTech and the AGENCY, and then a final document.

Assumptions

- Impacts to the Interurban Trail associated with the project meet the requirements of a Section 4(f) de minimis impact.
- A concurrence letter from the agency with jurisdiction over the Section 4(f) resource will be provided to LAI by the AGENCY or Pertteet.

Deliverables

- An electronic (Adobe PDF (& MS Word if available)) copy of the draft Section 4(f) De Minimis Impact Determination form
- An electronic (Adobe PDF (& MS Word if available)) copy of the final Section 4(f) De Minimis Impact Determination form.

6. Public Outreach Support

CONSULTANT shall provide roll plot exhibits and staffing support of the Project Manager and Lead Project Engineer as necessary for one (1) public outreach meeting to held after submittal of the 30% Plans but prior to completing the 60% Contract Documents. The AGENCY will lead all efforts associated with this task including, but not limited to; public notifications, preparation of all other presentation materials, securing the meeting space, coordination and invitation of key stakeholders, and conducting the meeting.

Deliverables:

- One roll plot exhibit at no smaller than 1"-20' scale for both WVH and Longacres Way.

7. Traffic Analysis -Transpo

7.1. Pedestrian Crossing Evaluation

TRANSPO will provide a traffic engineering analysis of pedestrian trip generation in the vicinity of WVH between Strander Blvd and Longacres Way to determine if a pedestrian crossing on WVH is warranted and what type of crossing would be justified, if any.

TRANSPO will conduct one (1) visit to the project site to observe the existing conditions and gather pedestrian volume data. A vendor under subcontract to TRANSPO will collect traffic data (speed, volume and gaps) on WVH, which will be critical to assessing the need for various crossing treatment options. The vendor will also collect intersection pedestrian counts at the Strander Blvd and Longacres Way intersections during a 2-hour period around both the morning and afternoon peak traffic time periods.

During the site visit, TRANSPO will observe vehicle and pedestrian traffic patterns for the morning and afternoon peak traffic periods. Other relevant information about the site, including, but not limited to; existing traffic control, channelization, visibility, lighting, and pedestrian access points will be documented.

The data collected will be summarized and used as a basis for evaluation of the need and design of a pedestrian crossing.

TRANSPO will document conditions of the roadway network, including speed limits, number of travel lanes, visibility and existing pedestrian facilities. Traffic control, channelization and other relevant characteristics of the right of way will be documented.

The crossing alternative will be evaluated against best practices and national research including NCHRP Report 562: Improving Pedestrian Safety at Unsignalized Crossings, the NACTO Urban Street Design Guide, and the FHWA Small Towns and Rural Networks guide. The evaluation will assess the need and recommended enhancements for the safety and comfort of a new mid-block pedestrian crossing. The evaluation will address the following questions:

- Is a mid-block crossing needed at this PROJECT location?
- What is the scope and scale of a high comfort crossing, well-suited for use, given the project site and traffic conditions?
- How would the PROJECT impact existing access to properties on either side of the street?

7.2. Traffic Analysis

TRANSPO will provide traffic analysis for the project to verify lane configurations, turn lane storage needs, and signing/stripping recommendations. A vendor under subcontract to TRANSPO will collect AM and PM peak hour turning movements at the Strander Blvd, Longacres Way, and I-405 NB ramp terminal intersections along West Valley Highway. TRANSPO will review planned phasing of development in the study area and future capital infrastructure projects. TRANSPO will develop year of opening (2020) and design year (2040) travel forecasts. The forecasts will be developed utilizing the City's travel demand model (as maintained by Fehr & Peers) as well as information provided in traffic studies for recent and proposed projects. TRANSPO will utilize this information to perform level-of-service and delay estimates for opening and design years. Recommendations for lane configurations, turn lane storage, and signing/stripping will be

made. The CONSULTANT will meet with the AGENCY and WSDOT'S Traffic Department to discuss the PROJECT's characteristics and needs.

Assumptions:

- The AGENCY's Traffic Model maintained by Fehr & Peers will be provided by the AGENCY to the CONSULTANT.
- The CONSULTANT will develop an appropriate growth factor to project traffic volumes to the year 2040.

7.3. Technical memorandum

TRANSP0 will prepare a draft memorandum documenting all analyses, findings, and conclusions for the pedestrian crossing evaluation and traffic analysis. TRANSP0 will finalize and reproduce the memorandum following one round of review comments from the AGENCY. One meeting with AGENCY staff is anticipated to review the recommendation and discuss potential next steps.

Assumptions:

- The Technical Memorandum summarizing findings and recommendations of pedestrian crossing evaluation and traffic analysis will be submitted as part of the 30% design submittal with the AGENCY meeting with the CONSULTANT team to discuss the memorandum part of receiving the 30% comments.

Deliverables:

- A Technical Memorandum summarizing findings and recommendations of pedestrian crossing evaluation and traffic analysis.

8. Third-Party Stakeholder Coordination

There are numerous Third-Party Stakeholders along the corridor that require interaction with, and coordination on behalf of the AGENCY by the CONSULTANT. These Stakeholders have varied interests and jurisdictional authority within the footprint of the project. These Stakeholders (and their interests) include, but are not limited to;

1. WSDOT – As West Valley Highway is designated as State Route 181, WSDOT in turn has significant jurisdiction of the roadway components within the right-of-way. The level of WSDOT jurisdiction is dependent on the City’s population through which a State Highway passes as codified in RCW 47.24 and WAC 468-18-050, as well as agreed to between WSDOT and the Association of Washington Cities per the April 30, 1997 agreement entitled, “City Streets as part of State Highways Guidelines”. There is a key population threshold of 22,500 for Cities above and below which maintenance and construction responsibilities vary. Per the [United States Census Bureau](#), the 2017 population of Tukwila is 20,144 with an average annual growth rate of from 2010 of 0.87%. At this rate Tukwila is expected to reach the 22,500-population threshold by 2030 and therefore for purposes of this scope will be considered as a City under 22,500 for the PROJECT’s duration. The CONSULTANT will prepare the appropriate plan series for WSDOT on behalf of the AGENCY as necessary to construct the PROJECT. For this PROJECT WSDOT shall provide timely review and comments of the following construction plan series;
 - a. Channelization Plans (Draft and Final)
 - b. Traffic Signal Modification Plans (Draft and Final)
 - c. Pedestrian Crossing Signal Plans (Draft and Final)
 - d. Traffic Control Plans (Draft and Final)
2. Seattle Public Utilities (SPU) – As previously stated in the Scope, SPU operates and maintains a 60-inch transmission main that crosses WVH in the vicinity of the new pedestrian bridge over the Green River. Together with the AGENCY, the CONSULTANT will arrange a series of meetings with SPU that include;
 - a. A Project Kickoff Meeting to discuss the need and plan for potholing the transmission main
 - b. A field meeting with the Contractor performing the potholing, an AGENCY representative, a CONSULTANT representative, and appropriate SPU staff once the right-of-way limits have been defined by the CONSULTANT
 - c. An office meeting with the AGENCY and SPU to discuss the CONSULTANT’s findings regarding;
 - i. Right-of-Way limits;
 - ii. Limits of the existing steel casing near the eastern right-of-way margin;
 - iii. Depth to pipe casing;
 - iv. Geotechnical recommendations for slope treatment above the pipe casing to accommodate a wider road as warranted;

- v. Structural recommendations for accommodating a wider road that exceeds the footprint of the existing casing.
3. Puget Sound Energy (PSE) – Is known to have large diameter high voltage buried conduits along WVH that may conflict with new storm sewer or new sidewalk infrastructure. Also, the Interurban Trail follows PSE’s overhead transmission lines and bisects Longacres Way in the vicinity of Nelson Place. In this same vicinity there is a parcel of land that per King County’s Parcel Viewer is without defined ownership. It is possible that PSE is the underlying owner. Upon completing preparation of the topographic and survey map and development of a 30% Plan, up to two (2) meetings will be arranged by the CONSULTANT with the AGENCY and PSE to discuss the CONSULTANT’s findings, potential conflicts, and reach consensus on practical design solutions to complete PROJECT Contract Documents. The CONSULTANT will make every practical accommodation to avoid impact to PSE’s facilities. If easements or right-of-way acquisition is required to complete the PROJECT as envisioned, a supplement shall be prepared for the CONSULTANT to develop such property agreements.
4. Sound Transit (ST) – manages and operates the Tukwila Station multi-modal transit hub at the eastern terminus of the PROJECT. Along the Longacres Way corridor, the PROJECT proposes to widen, modify, or affect infrastructure potentially within its property. Upon completing preparation of the topographic and survey map and development of a 30% Plan, up to two (2) meetings will be arranged by the CONSULTANT with the AGENCY and ST to discuss the CONSULTANT’s findings, potential conflicts, and reach consensus on practical design solutions to complete PROJECT Contract Documents. The CONSULTANT will make every practical accommodation to avoid impact to ST’s facilities. If easements or right-of-way acquisition is required to complete the PROJECT as envisioned, a supplement shall be prepared for the CONSULTANT to develop such property agreements.
5. Union Pacific Railroad (UPRR) – manages and operates a freight mainline that bisects Longacres Way towards the eastern terminus of the PROJECT with an estimated right-of-way width of 100-feet. Its overhead trestle constrains the potential width of a shared use path approaching the Tukwila Station. As discussed in other sections of the Scope, an existing retaining wall beneath this trestle may need to be relocated and rebuilt higher to allow for adequate pedestrian horizontal clearance. In this same vicinity there is a parcel of land that per King County’s Parcel Viewer is without defined ownership. It is possible that UPRR is the underlying owner. Upon completing preparation of the topographic and survey map and development of a 30% Plan, up to two (2) meetings will be arranged by the CONSULTANT with the AGENCY and UPRR to discuss the CONSULTANT’s findings, potential conflicts, and reach consensus on practical design solutions to complete PROJECT Contract Documents. The CONSULTANT will make every practical accommodation to avoid impact to UPRR’s facilities. If the AGENCY desires to engage with the UPRR to affect construction of a new retaining wall beneath the trestle, as part of a supplemental agreement the CONSULTANT will prepare the Right of Entry/Temporary Use of Railroad Property permit. The AGENCY will be required to pay all required fees.
6. There may be other Stakeholders with a vested interest in the project that may be discovered during the design process. The AGENCY and the CONSULTANT will do their best to identify these Stakeholders and collaboratively work together to address their concerns throughout design.

The following sections highlight specific work sub-elements to be accomplished in coordinating with Stakeholders. The following list is not intended to be all inclusive, but to highlight the most important sub-elements. All work sub-elements are to be submitted for review in accordance with the descriptions above.

Channelization Plans (WSDOT Approval)

CONSULTANT shall prepare the Channelization Plan for Approval for improvements along West Valley Highway per WSDOT standards and the Practical Design approach for accommodated competing multi-modal interests.

The WSDOT Northwest Region Channelization Plan Checklist will be used as a guide for submittal procedure. Related design variances (deviations, exceptions, or justifications) are included in this task. No design variances are included in this scope as existing conditions do not appear to be constrained.

Submittals of the Channelization Plan for Approval will be prepared to the Draft and Final completion levels. Comments from the AGENCY and WSDOT will be reflected in each subsequent submittal. Comments will be addressed in a written response letter to be furnished with the second and third submittals.

CONSULTANT shall lead the coordination effort between the design team and WSDOT with up to two (2) meetings for the coordination effort required for plan approval.

Assumptions:

- It is believed based upon available GIS and Aerial mapping, that the existing face of curb to face of curb limits between Strander Blvd and Longacres Way can support two outside 12-foot travel lanes and 5 interior 11-foot travel lanes. In the CONSULTANT's interpretation of WSDOT's Practical Design section as defined in its Design Manual, such a lane configuration is appropriate and should be supported by WSDOT. Doing so manages the PROJECT'S overall costs and greatly reduced the impact of stormwater management that would be required of the project.
- The westerly curb line between Longacres Way and the I-405 Ramps is adequate and will be allowed to remain in its current position
- An easterly curb line and sidewalk (without shoulder) will be constructed as part of a new travel lane through this segment.
- Information developed in Work Element #7 regarding vehicle queues will guide the length of vehicle storage to be provided throughout the corridor
- Information developed in Work Element #7 regarding vehicle travelling speeds will guide the posted speed limit of the corridor (currently 40 mph, but may be lowered in discussions with WSDOT), geometry of striping, and clear zone setbacks

Deliverables:

- One full-size (22x34) Draft Channelization Plan for Approval sheets at 1" = 50' scale (3 full-size sheets) submitted electronically (Adobe PDF)
- One full-size (22x34) Final Channelization Plan for Approval sheets at 1" = 50' scale (3 full-size sheets) signed and submitted electronically (Adobe PDF)

Traffic & Pedestrian Signal Plans (WSDOT Approval)

CONSULTANT shall prepare the Signal Plans for approval for improvements along West Valley Highway per WSDOT standards and the Practical Design approach for accommodating competing multi-modal interests.

The WSDOT Northwest Region Signals Plan Checklist will be used as a guide for submittal procedure. Related design variances (deviations, exceptions, or justifications) are included in this task. No design variances are included in this scope as existing conditions do not appear to be constrained.

Submittals of the Signal Plan for Approval will be prepared to the Draft and Final completion levels. Comments from the AGENCY and WSDOT will be reflected in each subsequent submittal. Comments will be addressed in a written response letter to be furnished with the second and third submittals.

CONSULTANT shall lead the coordination effort between the design team and WSDOT with up to two (2) meetings for the coordination effort required for plan approval.

Assumptions:

- It is assumed that the mid-block pedestrian crossing across West Valley Highway will be either a full pedestrian signal or HAWK beacon.
- It is assumed that only minor improvements will be needed to the existing signal system at SR181 and Longacres Way including signal head replacement/relocation, minor re-wiring, and conversion of pedestrian crossing infrastructure to APS.

Deliverables:

- One full-size (22x34) Draft Signal Plan for Approval sheets at 1" = 20' scale (3 full-size sheets) submitted electronically (Adobe PDF)
- One full-size (22x34) Final Signal Plan for Approval sheets at 1" = 20' scale (3 full-size sheets) signed and submitted electronically (Adobe PDF)

Traffic Control Plans (WSDOT Approval)

CONSULTANT will prepare Traffic Control Plans for the Contractor's use in constructing the proposed improvements along WVH and Longacres Way. Since this is a federally-funded project, site-specific traffic control plans will be required per WSDOT Local Agency Guidelines (LAG) Manual standards. As WVH is a State Route, these Traffic Control Plans must be reviewed and approved by WSDOT in advance of construction.

Construction activities along West Valley Highway will likely be divided into multiple phases to modify the roadway's channelization and widen area sidewalks while continuing to accommodate vehicular and pedestrian traffic during construction.

Traffic control plans will be prepared to City of Tukwila and WSDOT standards, as applicable. In reviewing the existing non-motorized network, pedestrians can be easily routed around the opposite sides of the street along WVH. For Longacres way there will be some constraints beneath the UPRR trestle that could be managed by timing work outside of AM and PM peak usage of the Tukwila Station.

Deliverables:

- One full-size (22x34) Draft Traffic Control Plan for Approval sheets at 1" = 20' scale (5 full-size sheets) submitted electronically (Adobe PDF)
- One full-size (22x34) Final Traffic Control Plan for Approval sheets at 1" = 20' scale (5 full-size sheets) signed and submitted electronically (Adobe PDF)

9. Stormwater Compliance and Conveyance Design

Construction of new and replacement of existing pavement both pollution generating and non-pollution generating are expected to be part of this project. To comply with the 1972 Clean Water Act, the National Pollution Discharge Elimination System (NPDES) was developed. For compliance within King County and as the City of Tukwila has adopted the County's 2016 Surface Water Design Manual (KCSWDM), it will be used as the regulatory basis for all stormwater elements associated with this PROJECT.

9.1. Pre-Design Record

CONSULTANT will prepare a Pre-Design Record document summarizing the various stormwater requirements associated with this project to be included in an appendix of the Stormwater Technical Information Report (TIR).

9.2. Site Assessment and Mapping

The CONSULTANT will prepare site assessment maps showing existing drainage features and drainage patterns within the WVH project corridor and any relevant adjacent properties. Work elements include;

- Create existing drainage condition maps which will illustrate existing drainage features and drainage patterns. The existing drainage condition maps will be derived from the topographic survey base map created for this PROJECT.
- Conduct site reconnaissance to verify drainage features and drainage patterns.
- Create soil map showing soil types – Natural Resources Conservation Service (NRCS) – Consultant will acquire NRCS survey maps.
- Create basin/TDA map which delineates the on-site project basin(s) and shows where the PROJECT site is relative to the overall drainage basin that it lies within. AGENCY mapping, its 2013 Stormwater Comprehensive Plan, and records to be consulted for the overall drainage basin information.
- Create change in land use area maps to identify existing and proposed impervious areas that will be used for the threshold determination in accordance with the stormwater standards.

Assumptions:

- Flow control is not required for this PROJECT given the anticipated amount of new impervious area created in both drainage basins is less than the threshold quantity.
- Water quality is not required for this project given the anticipated amount of new pollution generating impervious area created in both drainage basins is less than the threshold quantity.
- Per the AGENCY's 2013 Comprehensive Plan all of Longacres Way and the eastern half of WVH between Longacres Way and the I-405 Ramps drains to the east, away from the Green River. This creates two distinct drainage basins within the PROJECT site.
- No new outfalls at the Green River will be constructed. Existing outfalls will be connected to upstream.
- City will provide electronic GIS information on existing stormwater system that CONSULTANT will use to determine existing conditions.

Deliverables:

- Existing drainage condition maps, to be included in the appendix of the Stormwater Technical Memorandum.
- Soil map, to be included in the appendix of the Stormwater Technical Memorandum.
- Basin map, to be included in the appendix of the Stormwater Technical Memorandum.
- Change in land use area maps, to be included in the appendix of the Stormwater Technical Memorandum.

9.3. Conveyance Calculations

The Consultant will prepare preliminary storm pipe conveyance capacity calculations for new pipe segments proposed as part of the improvements. This work element includes;

- Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and the Rational Method (Stormshed 3G).

Assumptions:

- Pipe conveyance calculations will not be performed for any existing pipe systems to remain or the main existing trunk line which the new on-site conveyance system will be tying into.
- There will be no upgrades to any of the existing storm drain segments that are to remain upon project completion.
- Gutter flow analysis will not be required as part of this project. Inlet spacing will be determined according to the City's design standards.

Deliverables:

- Preliminary pipe conveyance calculations, to be included in the appendix of the Stormwater Technical Memorandum.

9.4. Stormwater Technical Information Report (TIR)-Perteet

Perteet will prepare a Stormwater Technical Information Report (TIR) with the contents limited to the task items described in this Scope of Services. The report will include the items outlined in the KCSWDM in the written descriptions of existing and post project conditions as well as appendices containing basin maps, design criteria, water quality treatment calculations and conveyance calculations.

Assumptions:

- Flow control is not required.
- Water quality treatment is not required.
- A Department of Ecology Construction Stormwater General Permit is not required as the area of disturbance is anticipated to be below 1 acre in total.

Deliverables:

- Draft and Final Stormwater Technical Information Report (TIR).

9.5. Stormwater QA/QC Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

10. Plans, Specifications, & Engineer’s Opinion of Construction Cost (EEOC)

The CONSULTANT will prepare 30%, 60%, 90%, 100%, and final Bid Ready Contract Documents (Plans, Specifications, & Estimates) for AGENCY review, comment, approval, and advertisement. The AGENCY will compile a written response log to facilitate the CONSULTANT’s tracking of all comments and for efficient inclusion in the contract documents. The CONSULTANT will maintain design documentation including design calculations. CONSULTANT will develop the following Plans all at 1”=20’ plotted at full-size except for intersection and driveway details at 1”=10’ plotted at full-size:

Sheet Title	Estimated Sheets	Submittal Phase				Bid Ready	Party
		30%	60%	90%	100%		
Cover Sheet	1	X	X	X	X	X	TT
General Notes	1	X	X	X	X	X	TT
SWPPP Sheet	1	X	X	X	X	X	TT
Alignment and Existing Conditions	6	X	X	X	X	X	1AG
Traffic Control Plan	4		X	X	X	X	TT
Traffic Control Details	2		X	X	X	X	TT
Site Prep w/ Erosion Control	4		X	X	X	X	TT
Drainage Conveyance Plan	7		X	X	X	X	TT
Drainage Crossing Profiles	5		X	X	X	X	TT
Drainage Conveyance Details	3		X	X	X	X	TT
Roadway Typical Sections (WVH)	2	X	X	X	X	X	TT
Roadway Typical Sections (Longacres Way)	1	X	X	X	X	X	TT
Roadway Grading & Paving Plan (WVH)	3	X	X	X	X	X	TT
Roadway Grading & Paving Plan (Longacres Way)	1	X	X	X	X	X	TT
Roadway Grading & Paving Details	1		X	X	X	X	TT
Intersection Grading & ADA Ramp Details	3			X	X	X	TT
Driveway Grading & Details	4			X	X	X	TT
Retaining Wall / Structural Details	1		X	X	X	X	TT
Channelization Plan for WSDOT	3	X	X	X	X	X	TT
Channelization Detail for WSDOT	1	X	X	X	X	X	TT
Channelization & Signing Plan	4		X	X	X	X	TT
Channelization & Signing Details	1		X	X	X	X	TT
Signal Modification Plans & Details	3		X	X	X	X	TPO
Pedestrian Signal	3	X	X	X	X	X	TPO
Landscaping, Irrigation, & Urban Design Plans	4	X					PT
Landscaping, Irrigation, & Urban Design Details	4	X					PT
Standard Plans	6		X	X	X	X	TT
Estimated # of Sheets	79						

10.1. 30% Preliminary Plans and Engineer’s Opinion of Construction Cost

CONSULTANT shall prepare 30% Plans and Engineer’s Opinion of Construction Cost per the work elements and Sheet List described in this SCOPE.

Assumptions:

- The Once the Basis of Design has been completed and the AGENCY and WSDOT have both confirmed the preferred project footprint, the 30% design will commence;

Deliverables:

- One full-size (22x34) copy of Plans submitted electronically (Adobe PDF);
- One copy of the Engineer’s Opinion of Construction Cost (MS Excel)

10.2. 60% Intermediate Plans & Engineer’s Opinion of Construction Cost

CONSULTANT shall prepare 60% Plans, Technical Specifications and engineer’s opinion of construction cost estimate (PS&E) per the work elements and Sheet List described in this SCOPE. Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- One full-size (22x34) copy of Plans submitted electronically (Adobe PDF);
- One copy of the Engineer’s Opinion of Construction Cost (MS Excel)

10.3. 90% Pre-Final Plans, Specifications, & Estimate (PS&E):

CONSULTANT shall prepare 90% Plans, Technical Specifications and engineer’s opinion of construction cost estimate (PS&E) per the work elements and Sheet List described in this SCOPE. Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- One full-size (22x34) copy of Plans submitted electronically (Adobe PDF);
- One copy of Technical Specifications at 90% level document per LAG, WSDOT and City of Tukwila templates, (MS Word);
- One copy of the Engineer’s Opinion of Construction Cost (MS Excel)

10.4. 100% Plans, Specifications & Estimate (PS&E):

CONSULTANT shall prepare 100% Plans, Technical Specifications and engineer’s opinion of construction cost estimate (PS&E) per the work elements and Sheet List described in this SCOPE. Constructability Review and QA/QC activities are an inherent part of this element.

Assumptions:

- The AGENCY will provide the CONSULTANT the appropriate “Front End” documents for the Contract Documents package in MS Word form which may include, but is not limited to;

- Bidders Checklist
- Notice to Bidders
- Terms and Conditions
- Non-Collusion Declaration
- Mandatory Bidder Responsibility Criteria
- Subcontractor Responsibility Criteria
- Mandatory Bidder Responsibility Checklist
- Mandatory Subcontractor Responsibility Checklist
- Bid Schedule
- Bid Proposal
- Signature Page - Bid Proposal
- Notary Authentication - Bid Proposal
- UDBE Utilization Certification
- UDBE Written Confirmation Document
- Subcontractor List
- Wage Law Compliance Responsibility Criteria
- Bid Bond
- Bid Bond Deposit
- Public Work Agreement
- Signature Page Agreement
- Payment and Performance Contract Bond
- Retainage Investment Option
- Escrow Agreement
- Saving Account Agreement
- For these documents listed above for which the City does not have a standard template, the CONSULTANT can provide its standard template in substitution upon request.
- The Agency shall provide a complete list of the form, agreements, templates it wishes to include for the Contract Documents package.

Deliverables:

- One full-size (22x34) copy of Plans submitted electronically (Adobe PDF);
- One copy of complete Contract Documents package per LAG, WSDOT and City of Tukwila templates and inclusive of all “front end” documentation (MS Word);
- One copy of the Engineer’s Opinion of Construction Cost (MS Excel)

10.5. Ad-Ready Submittal

CONSULTANT team will incorporate any remaining changes and prepare an Ad-Ready submittal package of the PROJECT 100% Plans, Technical Specifications and engineer’s opinion of construction cost estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- One full-size (22x34) signed copy of Plans submitted hard copy and electronically;

- One copy of Technical Specifications at 100% level document per LAG, WSDOT and City of Tukwila templates, in MS Word format;
- All topography and design basemapping provided for ArcGIS geodatabase with feature class data

The following sections highlight specific work sub-elements to be accomplished in preparing the PS&E bid document set. The following list is not intended to be all inclusive, but to highlight the more important sub-elements. All work sub-elements are to be submitted for review in accordance with the sheet schedule above.

Retaining Wall and Structural Plans

In conversations with the AGENCY, review of existing documentation, our understanding of the PROJECT, and the CONSULTANT’S engineering experience, retaining wall and structural details are expected to be limited to gravity block walls approximately 6-feet in height and confined to beneath the UPRR Trestle crossing and the NE quadrant of WVH at Longacres Way. Other assumptions include;

Assumptions:

- The CONSULTANT will have developed a Geotechnical Memorandum identifying what bearing pressures would be appropriate for a gravity wall of the type, size, and location(s) imagined.
- It is not anticipated, but indeterminant at this time, whether significant structural design will be required to bridge SPU’s existing 60-inch diameter transmission main. Once the CONSULTANT has assessed whether the casing extends to the toe-of-slope, further determinations can be made, in consultation with the AGENCY and SPU, as to the most appropriate design approach for the proposed design.
- As the existing stormwater outfall is understood to remain in its existing condition, no additional structural outfall structures are expected.
- As stormwater flow control and water quality treatment are not expected to be a factor, structural design of vaults or similar features is also not expected.
- It is not anticipated that any significant structural design will be required to bridge SPU’s existing 60-inch transmission main.

Urban Design, Landscaping, and Irrigation Plans

Urban design and landscape elements are needed along both WVH and Longacres Way to provide visual connection and continuity between the previously constructed nodes of the Pedestrian Bridge and the Tukwila Station. Landscaping is also required to address shoreline and buffer impacts to the Green River to comply with environmental permitting requirements. The AGENCY has provided CONSULTANT the construction plans of the Pedestrian Bridge including Urban Design, Landscaping, and Irrigation Plans.

Assumptions:

- The Urban Design Palette developed for the Pedestrian Bridge will be adequate for use on this project
- The Landscape Plant Palette developed for the Pedestrian Bridge will be adequate for use on this project
- Urban design and Landscaped features similar to the existing features developed for the Pedestrian Bridge shall extend along the widened “shared use path” starting from the Pedestrian Bridge and

following the west side of SR 181 to the Longacres Way intersection and then along the south side of Longacres Way to the east side of the UPRR trestle. Other sidewalk sections throughout the project corridor will receive only limited special urban design and landscaping treatment in select, individual locations as appropriate to maintain the visual urban design and wayfinding elements.

- Irrigation will be estimated on a square footage basis; irrigation design will not be prepared.
- Restoration back of sidewalk will be done using similar treatments to the existing conditions including but not limited to: grass sod, gravel, asphalt, approved seed mix. The level of these improvements at this point is indeterminant to the CONSULTANT. To ensure adequate construction funding is available to construct the proposed aesthetic elements as described herein, the CONSULTANT will do its best to interpret the level and extents of improvements desired by the AGENCY for Urban Design, Landscaping, and Irrigation Plans only through the 30% level and also develop a thorough EOCC. Dependent upon the extent of improvements desired by the AGENCY and as funds allow, a supplemental scope and fee can be developed to bring the Urban Design, Landscaping, and Irrigation Plans to Contract Document status for WVH, or Longacres Way or both.

11. Right-of-Way Coordination

Right-of-Way acquisition is not currently anticipated but could become necessary as the PROJECT progresses. DCI Engineers has been retained in case Right-of-Way support is needed. Right-of-Way support is not included in the SCOPE. Any Right-of-Way services requested by the AGENCY will be processed as a Supplement to this Agreement.

12. Bidding Support During Advertisement

The AGENCY may elect to retain the CONSULTANT to provide bidding support during the advertisement period to address Contractor questions or to provide supplemental information to the AGENCY is support of any addendums that it deems are warranted. Bid Period services are not included in this scope of work.

13. Construction Management During Construction

The AGENCY may contract with the CONSULTANT to provide certain services during the construction period which may include, but not limited to; construction engineering support, construction inspection, construction documentation control, and construction management. At the time of Construction Award a supplement can be prepared to define exactly what services the AGENCY would like the CONSULTANT to perform.

Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit D
Prime Consultant Cost Computations



FEE SUMMARY

WORK ELEMENTS

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

1.0 Project Management-TranTech Engineering	\$54,873
2.0 Basis of Design-TranTech Engineering	\$11,169
3.0 Survey and Topographic Mapping-1 Alliance	\$57,986
4.0 Geotechnical Engineering-Landau Associates	\$8,254
5.0 Environmental Permitting-Landau Associates	\$58,456
6.0 Public Outreach Support-TranTech Engineering	\$3,022
7.0 Traffic Analysis-TranspoGroup	\$16,712
8.0 WSDOT/SPU and Stakeholder Coordination-TranTech Engineering	\$8,743
9.0 Stormwater TIR-Perteet	\$25,061
10.0 Plans, Specifications and Engineer's Estimate-TranTech Engineering	\$241,271
10.0 Plans, Specifications and Engineer's Estimate-Perteet	\$24,799
10.0 Plans, Specifications and Engineer's Estimate-TranspoGroup	\$21,591

PROPOSED CONSULTANT FEE **\$531,938**

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

TranTech, LLC

Work Element #	Work Element	1 2 3 4 5 6 7 8 9 10 11 12 13													Total hrs	Total \$	% of Total Hours		
		Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total				Total	Total
		hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs				hrs	hrs
		direct rates:	\$60.50	\$55.00	\$31.50	\$39.00	\$79.00	\$70.00	\$59.00	\$62.00	\$36.00	\$45.00	\$40.00	\$43.00	\$23.00				
10.3	60% Estimate--TranTech	2	24			24										52	\$9,544	2.08%	
	90% Submittal																		
	90% Plans-TranTech	12	80	100	80		8		8			140	16			444	\$51,424	17.75%	
	90% Plans-TranspoGroup-See TranspoGroup Exhibit																		
	90% Plans-Periteet-See Periteet Exhibit																		
	90% Specifications-TranTech	2	40		12										4	82	\$10,910	3.28%	
	90% Specifications-Transpo-See TranspoGroup Exhibit																		
	90% Specifications-Periteet-See Periteet Exhibit																		
	90% Estimate--TranTech	2	16			12										32	\$5,674	1.28%	
10.4	100% Submittal																		
	100% Plans-TranTech	4	12	20	8			2				18	8			74	\$8,638	2.96%	
	100% Plans-TranspoGroup-See TranspoGroup Exhibit																		
	100% Plans-Periteet-See Periteet Exhibit																		
	100% Specifications-TranTech		32		16										4	60	\$7,862	2.40%	
	100% Specifications-Transpo-See TranspoGroup Exhibit																		
	100% Specifications-Periteet-See Periteet Exhibit																		
	100% Estimate-- TranTech		2			4										6	\$1,188	0.24%	
10.5	Ad-Ready PS&E																		
	100% Ad-Ready PS&E-TranTech	4	4			4							10	4		26	\$3,764	1.04%	
	100% Ad-Ready PS&E-TranTech																		
	100% Ad-Ready PS&E-Periteet-See Periteet Exhibit																		
	100% Ad-Ready PS&E-TranTech	60	448	400	460	58		30				408	86	12		1992	\$241,271	79.62%	
	Work Element 10.0 Total																		
	PRIME COMPENSATION FOR SUB. COST EXPENSES																		
	SALARY ESCALATION																		
	PROJECT WORK ELEMENTS TOTALS	242	576	408	492	88	6	36	6	426	152	32	2502	\$319,079	100.00%				

**Exhibit D
Prime Consultant Cost Computations**

**City of Tukwila
West Valley Highway (I-405/Strander Blvd.)**

TranTech, LLC

Classification	Hrs.	x	Direct Rate	=	Cost
1 Project Manager	242		\$ 60.50		\$14,641
2 Senior Civil Engineer	576		\$ 55.00		\$31,680
3 Staff Civil Engineer	408		\$ 31.50		\$12,852
4 Project Civil Engineer	492		\$ 39.00		\$19,188
5 Construction Manager	88		\$ 79.00		\$6,952
6 Senior Structural Engineer	6		\$ 70.00		\$420
5 Project Structural Engineer	36		\$ 59.00		\$2,124
8 Senior Structural Engineer	0		\$ 62.00		\$0
9 Staff Structural Engineer 1	38		\$ 36.00		\$1,368
10 Staff Structural Engineer 2	6		\$ 45.00		\$270
11 Senior CAD Technician	426		\$ 40.00		\$17,040
12 Office Engineer	152		\$ 43.00		\$6,536
13 Administrative 2	32		\$ 23.00		\$736
14	0				\$0
15	0				\$0
16	0				\$0
17	0				\$0
Total Hrs.		2502			

Salary Cost \$ 113,807

Salary Escalation Cost (estimated)
Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0
Total Salary Cost \$ 113,807

Overhead Cost @ 148.81% of Direct Labor \$ 169,356
Net Fee @ 30.0% of Direct Labor \$ 34,142
Total Overhead & Net Fee Cost \$ 203,498

TranTech Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Copies	500	pages @	\$0.06 /page	\$ 30.00
Reports	6	reports @	\$15 /report	\$ 90.00
Plans	8	sets @	\$20 /set	\$ 160.00
100% PS&E	1	sets @	\$600 /set	\$ 600.00
Ad-Ready PS&E	1	sets @	\$600 /set	\$ 600.00
Parking	0	@	\$8	\$ -
Mail/Deliveries/Fed Ex	6	@	\$20	\$ 120.00
Mileage	300	miles @	\$0.580 /mile	\$ 174.00
Subtotal				\$ 1,774

TranTech Total \$ 319,079

Subconsultants	UDBE	Hrs	\$ Total
Landau Associates, Inc.	-	396	\$ 66,710
Perteet, Inc.		332	\$ 49,860
1 Alliance	X	444	\$ 57,986
Transpo Group, Inc.		279	\$ 38,304
Total	0.0%	1,451	\$ 212,859

Direct Expenses Sub-Total (including Subconsultants) \$ 214,633

Total Costs \$ 531,938

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Invoices will show employee's actual RAW labor rates, per contract Payment Provisions.
(b) Classifications shown are for estimating purposes and not all-inclusive; the actual invoice will show our employee's specific labor classification.



Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 22, 2018

TranTech Engineering, LLC
12011 NE 1st Street, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Mr. Kash Nikzad:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 148.81%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink that reads "Erik K. Jonson".

Jonson, Erik
May 23 2018 8:37 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

TranTech Engineering LLC
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	TranTech Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$966,481</u>			<u>\$966,481</u>	100.00%
Indirect Cost:					
Fringe Benefits					
PTO	\$87,494			\$87,494	9.05%
Holiday	43,631			43,631	4.51%
Payroll Taxes	125,191	(\$3,746)	H	121,445	12.57%
Health Insurance	147,225			147,225	15.23%
Workers' Comp. Insurance	3,401			3,401	0.35%
SIMPLE IRA Employer Match	34,384			34,384	3.56%
Total Fringe Benefits	<u>\$441,326</u>	<u>(\$3,746)</u>		<u>\$437,580</u>	<u>45.28%</u>
General Overhead					
Indirect Labor-Admin	\$307,825			\$307,825	31.85%
Training Labor	22,873			22,873	2.37%
Bid & Proposal Labor	213,899			213,899	22.13%
Marketing Labor	972	(\$972)	G	0	0.00%
Advertising Labor	2,173	(2,173)	C	0	0.00%
Public Relations Labor	95	(95)	C	0	0.00%
Direct Selling Labor	3,341	(3,341)	G	0	0.00%
Incentive Bonus	48,875	(48,875)	B	0	0.00%
Indirect Contract Labor	21,941			21,941	2.27%
Advertising	3,137	(3,052)	C	85	0.01%
Automobile	38,164			38,164	3.95%
Computer	30,363			30,363	3.14%
Depreciation & Amortization	8,765			8,765	0.91%
Dues & Subscriptions	10,216	(2,154)	C	8,062	0.83%
Employee Train/Recruit/Moving	2,878			2,878	0.30%
Insurance	34,876			34,876	3.61%
Interest	34,727	(34,727)	D	0	0.00%
Maintenance & Repairs	1,941			1,941	0.20%
Professional Fees	37,493			37,493	3.88%
Public Relations Expense	0			0	0.00%
Rent	141,852	(5,435)	F	136,417	14.11%
Supplies & Miscellaneous	30,021	(500)	E	29,521	3.05%
Taxes & Licenses	45,974			45,974	4.76%
Telephone	40,208			40,208	4.16%
Travel	8,727	(451)	A, C	8,276	0.86%
Travel - Meals	16,053	(10,898)	A	5,155	0.53%

TranTech Engineering LLC
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	TranTech Adj.	Ref.	Accepted Amount	%
Utilities	5,923			5,923	0.61%
Total General Overhead	<u>\$1,113,312</u>	<u>(\$112,672)</u>		<u>\$1,000,640</u>	<u>103.53%</u>
Total Indirect Costs & Overhead	<u>\$1,554,638</u>	<u>(\$116,418)</u>		<u>\$1,438,221</u>	<u>148.81%</u>
Indirect Cost Rate	160.86%			<u>148.81%</u>	

TranTech Engineering LLC - Accepted by KK 5/22/2018
"Indirect Cost Rate still subject to WSDOT Audit"

References

TranTech Adjustments:

- A Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2).
- B Adjustment (\$48,875) for reasonableness, per 48 CFR 31.201-3.
- C Public relations and advertising unallowable per 48 CFR 31.205-1.
- D Interest unallowable per 48 CFR 31.205-20.
- E Contributions unallowable per 48 CFR 31.205-8.
- F Unallowable costs of (\$5,435) idle capacity per 48 CFR 31.205-17(c).
- G Promotional marketing unallowable per 48 CFR 31.205-1 and 31.205-38.
- H Directly associated cost to unallowable advertising and public relations labor and bonus per 48 CFR 31.201-6(a).

Exhibit E
Sub-consultant Cost Computations

Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit E

Subconsultant Cost Computations

E1: Landau Associates, Inc.

E.2: Perteet, Inc.

E.3: 1 Alliance, LLC

E.4: Transpo Group, Inc.

**City of Tukwila
West Valley Highway (I-405/Strander Blvd.)**

Landau Associates, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	10	11	Landau Associates, Inc.	Landau Associates, Inc.	Landau Associates, Inc.	% of
		Principal	Senior Associate	Associate	Senior	Senior Project	Project	Senior Staff	Project Coordinator	CAD/GIS Technician				
direct rates:		\$80.29	\$61.30	\$52.75	\$50.00	\$41.35	\$37.31	\$31.74	\$33.66	\$39.00				
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$	Total Hours
4.00	Geotechnical Research													
4.1	Field Explorations and Laboratory Testing	2						12			14	\$1,854	\$1,854	3.54%
4.2	Geotechnical Evaluation, Reporting, and Meetings	4			16			10	6	4	40	\$6,153	\$6,153	10.10%
	Work Element 4.0 Total	6			16			22	6	4	54	\$8,007	\$8,007	13.64%
5.00	Environmental Permitting													
5.1	Team, Agency, and Pre-Application Meetings		20								20	\$4,199	\$4,199	5.05%
5.2	WSDOT NEPA Categorical Exclusion Form		18				8				26	\$4,801	\$4,801	6.57%
5.3	Hazardous Materials Linear Corridor Screening		4		24		16		6	6	56	\$8,487	\$8,487	14.14%
5.4	(ESA) Biological Assessment (BA); (EFH) Evaluation		40				10		10	4	64	\$11,363	\$11,363	16.16%
5.5	Cultural Resources		10							4	14	\$2,634	\$2,634	3.54%
5.6	Shoreline Permit Application Submittal		40							12	52	\$9,781	\$9,781	13.13%
5.7	Wetland/Waterway Delineation		4				20			2	26	\$3,663	\$3,663	6.57%
5.8	Delineation Technical Memorandum		4				24		8	10	46	\$6,165	\$6,165	11.62%
5.9	Mitigation/Landscape Plan Support		10								10	\$2,099	\$2,099	2.53%
5.10	Section 4(f) Documentation		20						4	4	28	\$5,194	\$5,194	7.07%
	Work Element 5.0 Total		170		24		78		40	30	342	\$58,386	\$58,386	86.36%
	EXPENSES											\$316	\$316	
	SALARY ESCALATION													
PROJECT WORK ELEMENTS TOTALS		6	170		40		78	22	46	34	396	\$66,710	\$66,710	100.00%

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

Landau Associates, Inc.

Classification	Hrs.	x	Direct Rate	=	Cost
1 Principal	6		\$ 80.29		\$482
2 Senior Associate	170		\$ 61.30		\$10,421
3 Associate	0		\$ 52.75		\$0
4 Senior	40		\$ 50.00		\$2,000
5 Senior Project	0		\$ 41.35		\$0
6 Project	78		\$ 37.31		\$2,910
7 Senior Staff	22		\$ 31.74		\$698
8 Staff/Senior Technician II	0		\$ 31.50		\$0
9 Assistant/Senior Technician I	0		\$ 23.00		\$0
10 Project Coordinator	46		\$ 33.66		\$1,548
11 CAD/GIS Technician	34		\$ 39.00		\$1,326
12 Technician	0		\$ 20.00		\$0
13 Support Staff	0		\$ 25.61		\$0
14	0				\$0
Total Hrs.		396			

Salary Cost				\$	19,386
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0% per year @	0 year(s)			\$0
Total Salary Cost				\$	19,386
Overhead Cost @	212.49% of Direct Labor			\$	41,192
Net Fee @	30.0% of Direct Labor			\$	5,816
Total Overhead & Net Fee Cost				\$	47,008

	No.	Unit	Each	Cost	
Direct Expenses-Geotechnical					
Mileage, Geotechnical	80	@	\$0.58 /mile	\$ 46.40	
Geotech lab testing	2	@	\$100	\$ 200.00	
			Direct Expenses-Geotechnical Subtotal		\$ 246.40
Direct Expenses-Environmental					
Mileage	120	@	\$0.58 /mile	\$ 69.60	
			Direct Expenses-Environmental Subtotal		\$ 69.60
Subtotal					\$ 316

Landau Associates, Inc. Total \$ **66,710**



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 19, 2018

Landau Associates, Inc.
130 - 2nd Avenue South
Edmonds, WA 98020

Subject: Acceptance FYE 20187 ICR – CPA Report

Dear Mr. Dennis Hobbs:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 212.49% based on the "Independent CPA Report," prepared by T. Wayne Owens, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

 Jonson, Erik
Nov 21 2018 10:05 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

LANDAU ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2018

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	\$ 3,798,043	\$ -		\$ 3,798,043	
INDIRECT COSTS					
Fringe Benefits:					
Vacation, sick, and holiday	\$ 701,541	\$ -		\$ 701,541	
Retirement plan	584,875	(279,182)	(1)	305,693	
Employee group insurance	705,853	-		705,853	
Incentive compensation	610,545	(13,188)	(2)	597,357	
Payroll taxes	578,222	(4,034)	(3)	574,188	
Workers compensation	30,789	-		30,789	
Other employee benefits	78,726	(53,323)	(2)(4)	25,403	
Total Fringe Benefits	\$ 3,290,551	\$ (349,727)		\$ 2,940,824	77.43%
General Overhead:					
Indirect labor	\$ 2,695,011	\$ (208,364)	(4)(5)(6)	\$ 2,486,647	
Accounting Fees	45,193	-		45,193	
Advertising	16,853	(16,853)	(4)(5)	-	
Automobile expense	65,598	-		65,598	
Bank charges	12,343	-		12,343	
Contributions	19,528	(19,528)	(6)(7)	-	
Depreciation and amortization	410,740	(20,448)	(8)	390,292	
Dues and professional licenses	78,398	(45,173)	(4)(5)(8)(9)	33,225	
Entertainment	9,509	(9,509)	(4)(11)	-	
Insurance	213,676	-		213,676	
Interest	27,213	(27,213)	(7)	-	
Leased equipment	37,278	-		37,278	
Meals expense	28,343	(403)	(12)(13)	27,940	
Office supplies and postage	295,913	(5,831)	(2)	290,082	
Professional services	163,106	-		163,106	
Recruitment expense	15,715	-		15,715	
Rent	764,351	-		764,351	
Repairs and maintenance	49,322	-		49,322	
Seminars and professional education	75,892	(174)	(4)	75,718	
Supplies	57,766	(385)	(14)	57,381	
Taxes	(211,771)	471,180	(15)	259,409	
Telecommunications	218,207	-		218,207	
Travel	107,897	(3,931)	(13)(16)	103,966	
Recovery accounts	(197,299)	-		(197,299)	
Total General Overhead	\$ 4,998,782	\$ 113,368		\$ 5,112,150	134.60%
Total Indirect Costs	\$ 8,289,333	\$ (236,359)		\$ 8,052,974	212.03%
Facilities Capital Cost of Money (FCCM)				\$ 17,392	0.46%

See accompanying auditors' report and notes.

LANDAU ASSOCIATES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2018

- (1) 31.201-6 (a) Costs that are expressly unallowable or mutually agreed to be unallowable, including mutually agreed to be unallowable directly associated costs, shall be identified and excluded from any billing, claim, or proposal applicable to a Government contract.
- (2) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (3) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (4) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (5) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (6) 31.205-6 (b) (2) Compensation for personal services - Compensation in excess of amounts determined to be reasonable are unallowable.
- (7) 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable; therefore, the credit was added back to the overhead pool.
- (8) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (9) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (10) 31.205-49 Goodwill - Any costs for amortization, expensing, write-off, or write-down of goodwill (however represented) are unallowable.
- (11) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (12) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (13) 31.205-46 (a) 2 Travel costs - Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (14) 31.201-2 (a) (3) Determining allowability - Costs of a prior accounting period are unallowable.
- (15) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (16) 31.202 Direct costs - Direct costs of the contract shall be charged directly to the contract.

See accompanying auditors' report and notes.

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

Perteet, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	8	Perteet, Inc.	Perteet, Inc.	% of
		Principal	Sr. Associate	Sr. Engineer/Manager	Lead Engineer/Manager	Engineer III	Engineer II	Engineer I	Lead Technician/Designer			
	direct rates:	\$88.58	\$65.98	\$64.38	\$60.10	\$40.80	\$36.00	\$30.50	\$37.85			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
9.0	Stormwater TIR											
9.1	Stormwater Design Criteria			2		24				26	\$3,502	7.83%
9.2	Site Assessment and Mapping			4		20	16			40	\$5,214	12.05%
9.3	Conveyance Calculations			4		32				36	\$4,941	10.84%
9.4	Stormwater Technical Information Report (TIR)			8		24	20		16	68	\$8,913	20.48%
9.5	Stormwater QA/QC Deliverables		10	2						12	\$2,492	3.61%
	Work Element 9.0 Total		10	20		100	36		16	182	\$25,061	54.82%
10.0	Plans, Specifications and Engineer's Estimate											
10.1	30% Submittal											
	30% Plans (Urban/Landscape/Irrigation Design)		14	24		16	20	24		98	\$14,456	29.52%
	30% EEOC (Urban/Landscape/Irrigation Design)		4	6		4	4			18	\$3,026	5.42%
	30% QA/QC				2					2	\$380	0.60%
10.2	60% Submittal											
	60% Plans											
	60% Specifications											
	60% QA/QC			16						16	\$3,256	4.82%
10.3	90% Submittal											
	90% Plans											
	90% Specifications											
	90% QA/QC			16						16	\$3,256	4.82%
10.4	100% Submittal											
10.5	Ad-Ready PS&E											
	Work Element 10 Total		18	62	2	20	24	24		150	\$24,374	45.18%
	EXPENSES										\$425	
	SALARY ESCALATION											
	PROJECT WORK ELEMENTS TOTALS		28	82	2	120	60	24	16	332	\$49,860	100.00%

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

Perteet, Inc.

Classification	Hrs.	x	Direct Rate	=	Cost
1 Principal	0		\$ 88.58		\$0
2 Sr. Associate	28		\$ 65.98		\$1,847
3 Sr. Engineer/Manager	82		\$ 64.38		\$5,279
4 Lead Engineer/Manager	2		\$ 60.10		\$120
5 Engineer III	120		\$ 40.80		\$4,896
6 Engineer II	60		\$ 36.00		\$2,160
7 Engineer I	24		\$ 30.50		\$732
8 Lead Technician/Designer	16		\$ 37.85		\$606
9 Technician III	0		\$ 33.80		\$0
10 Technician II	0		\$ 22.50		\$0
11 Planner II	0		\$ 39.18		\$0
12 Accountant	0		\$ 37.51		\$0
13 Clerical	0		\$ 26.88		\$0
14	0				\$0
15	0				\$0
16	0				\$0
17	0				\$0
18	0				\$0
19	0				\$0
20	0				\$0
Total Hrs.			332		

Salary Cost **\$ 15,640**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total Salary Cost **\$ 15,640**

Overhead Cost @ 186.07% of Direct Labor **\$ 29,102**

Net Fee @ 30.0% of Direct Labor **\$ 4,692**

Total Overhead & Net Fee Cost **\$ 33,794**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Copies	1500	pages @	\$0.06 /page	\$ 90.00
Reports		reports @	\$15 /report	\$ -
Plans	40	sets @	\$2 /set	\$ 80.00
Parking		@	\$8	\$ -
Mail/Deliveries/Fed Ex	6	@	\$20	\$ 120.00
Drilling Subcontractor		@	\$12,000	\$ -
Traffic Control Signage Rental		@	\$300	\$ -
Field Expenses (Sample Bags, Cold Patch, Stake)		@	\$150	\$ -
Lab Testing		@	\$4,500	\$ -
Mileage	232	miles @	\$0.580 /mile	\$ 134.56
Subtotal				\$ 425

Perteet, Inc. Total **\$ 49,860**

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Invoices will show employee's actual RAW labor rates, per contract Payment Provisions.

(b) Classifications shown are for estimating purposes and not all-inclusive; the actual invoice will show our employee's specific labor classification.



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2018

Pertect, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Ms. Denice Moan:

Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE 2017 Indirect Cost Rate (ICR) of 186.07% (rate includes 0.29% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

 Jonson, Erik
Jun 14 2018 7:39 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Certification of Final Indirect Costs

Firm Name: Perteet Inc.

Indirect Cost Rate Proposal: 186.07

Date of Proposal Preparation (mm/dd/yyyy): 05/25/2018

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2017 to 12/31/2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Crystal L. Donner

Title: President/CEO

Date of Certification (mm/dd/yyyy): 05/25/2018

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

Perteet, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	Perteet Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	\$3,520,054	\$0	\$0		\$3,520,054	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$823,776				\$823,776	23.40%
Payroll Taxes	537,834				537,834	15.28%
Health Insurance	567,494				567,494	16.12%
Profit Sharing (401k)	273,050				273,050	7.76%
Profit Sharing (ESOP)	115,000				115,000	3.27%
Fringe Benefit Adjustment	-	(4,754)		O	(4,754)	-0.14%
Total Fringe Benefits	\$2,317,154	(\$4,754)	\$0		\$2,312,400	65.69%
General Overhead:						
Employee Incentives/Bonuses	\$109,686	(\$18,560)		D	\$91,126	2.59%
Indirect Labor	1,414,150	(33,424)		R	1,380,726	39.22%
All Hours Offset	(123,225)				(123,225)	-3.50%
Bid & Proposal Labor	833,983	(10,155)		A	823,828	23.40%
Auto Expense	133,583	(53,320)		B	80,263	2.28%
Bank & Service Fee	2,037	(1,374)		C	664	0.02%
Communications	138,713				138,713	3.94%
Computer Expenses	293,713				293,713	8.34%
Conferences & Meetings	20,806	(1,719)		R	19,087	0.54%
Copier Expense	78,927				78,927	2.24%
Depreciation - Book Basis	146,558				146,558	4.16%
Dues & Memberships	27,591	(9,509)		E	18,082	0.51%
Entertainment	18,106	(18,106)		F	-	0.00%
Insurance	118,312				118,312	3.36%
Licenses & Fees	4,201				4,201	0.12%
Meals	26,135	(24,147)		G	1,988	0.06%
Miscellaneous	124				124	0.00%
Outside Services	44,599	(65)		G	44,533	1.27%
Payroll & Benefit Processing	13,703				13,703	0.39%
Postage & Delivery Services	5,363				5,363	0.15%
Professional Services	92,978	(17,029)		T/V	75,949	2.16%
Recruiting	2,055				2,055	0.06%
Rent	754,966	(33,555)		P	721,411	20.49%
Repairs & Maintenance	570				570	0.02%
Reproduction	1,805				1,805	0.05%
Seminars & Training	33,130	(245)		L	32,885	0.93%
Staff Functions	22,781	(22,781)		I	-	0.00%
Subscriptions & Publications	9,041				9,041	0.26%
Supplies	47,265	(2,504)		Q	44,761	1.27%
Travel & Lodging	39,262	(6,414)		J	32,848	0.93%
Advertising	1,332	(1,332)		A	-	0.00%
Bad Debt Expense	99	(99)			-	0.00%
Contributions	10,111	(10,111)		K	-	0.00%
Gifts	2,493	(2,493)		L	-	0.00%
Interest	19,873	(19,873)		M	-	0.00%
Sponsorships	6,900	(6,900)		N	-	0.00%
Taxes - Business & Property	239,083				239,083	6.79%
Gain (Loss) on Disposal of Assets	(15,566)				(15,566)	-0.44%
Less: Offsets for Direct Costs	(54,354)				(54,354)	-1.54%
Total General Overhead	\$4,520,889	(\$293,715)	\$0		\$4,227,173	120.09%
Total Overhead Costs	\$6,838,042	(\$298,469)	\$0		\$6,539,573	185.78%
Overhead Rate	194.26%	185.78%			185.78%	
Facilities Cost of Capital		\$10,101		U	\$10,101	0.29%
		\$6,549,674			\$6,549,674	
Overhead Rate (Including FCCM)		186.07%			186.07%	

Perteet, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	Perteet Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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Perteet, Inc. - In Process
"Overhead Rate still subject to WSDOT Audit"

References**Perteet Adjustments:**

- A Advertising and Legal Expenses not allowed. 48CFR 31.205, 48CFR31.205-47
- B Personal commute unallowable per 48 CFR 31.205-6(m)(2): \$11,032
Auto allowance not allowable, Auto Allowances, \$26,400 less \$10,431 Company use portion
Parking of personal vehicles unallowable per 48 CFR 31.205-6, \$26,319
- C Bank Interest and Fees for credit unallowable per 48 CFR 31.205-20 and 31.205-15.
- D Anniversary Bonuses not performance based (\$18,560); deemed unallowable per 48 CFR 31.205-6(f)
- E Lobbying costs unallowable per 48 CFR 31.205-22.
- F Entertainment costs unallowable per 48 CFR 31.205-14.
- G Local meals unallowable per 48 CFR 31.205-46(a)(2)(i)
- I Staff function expenses unallowed per 48 CFR 31.205-14
- J Travel Expense not allowed under FAR 31-205.46
- K Contributions and event sponsorships unallowable per 48 CFR 31.205-8.
- L Gifts unallowable per 48 CFR 31.205-13(b).
- M Interest unallowable per 48 CFR 31.205-20.
- N Sponsorships for events whose purpose is not technical or stimulation of production is unallowed under 31.205-1(f)(3)
- O Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).
- P Sublease amount received for Seattle Office Space 48 CFR 31.201-5
- Q Disposable Supplies CM and Survey supplies, party supplies unallowable 48 CFR 31.205-13
- R Scholarship & Award Gala costs and labor unallowable per 48 CFR 31.201-2 and 31.205-14
Social activities costs and labor not allowed per 31.205-14
- T Public Relations and Advertising costs unallowable per FAR 31.205-1
- U FCCM Calculation per 48 CFR 31.205-10
- V Legal Expenses not allowable per 48 CFR 31.204-47(b)(4)

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

1 Alliance

Work Element #	Work Element	1	2	3	4	8	9	10	11	12	13	14	15	16	17	18	1 Alliance	1 Alliance	% of
		Principal Surveyor	Senior Project Manager	Survey Project Manager	Project Administrator	CADD 4	CADD 1	Tech 5	Tech 4	Tech 3	Tech 2	Tech 1	Billing/Acct Coordinator	Asst. PM	Admin	Marketing Coordinator			
direct rates:		\$90.75	\$55.50	\$53.50	\$45.00	\$36.50	\$25.50	\$38.75	\$37.00	\$34.50	\$27.50	\$25.50	\$31.50	\$31.00	\$28.50	\$28.00			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
3.00	Survey Mapping																		
3.1	PM, Admin & QA/QC			16	12								12				40	\$5,101	9.01%
3.2	Survey Control	2	8			16		24		24		12					86	\$9,413	19.37%
3.3	Field Surveying & Mapping	2	10					60		60		30					162	\$16,956	36.49%
3.4	Office Processing	4	24			60											88	\$11,172	19.82%
3.5	Right-of-Way, Property Lines & Easements	4	24			40											68	\$9,073	15.32%
Work Element 3.0 Total		12	66	16	12	116		84		84		42	12				444	\$51,715	100.00%
EXPENSES																			
SALARY ESCALATION																		\$6,271	
PROJECT WORK ELEMENTS TOTALS		12	66	16	12	116		84		84		42	12				444	\$57,986	100.00%

**City of Tukwila
West Valley Highway (I-405/Strander Blvd.)**

1 Alliance

Classification	Hrs.	x	Direct Rate	=	Cost
Principal Surveyor	12		\$ 90.75		\$1,089
Senior Project Manager	66		\$ 55.50		\$3,663
Survey Project Manager	16		\$ 53.50		\$856
Project Administrator	12		\$ 45.00		\$540
Project Surveyor	0		\$ 45.00		\$0
Instrumentation Specialist	0		\$ 44.25		\$0
CADD 5	0		\$ 42.25		\$0
CADD 4	116		\$ 36.50		\$4,234
CADD 1	0		\$ 25.50		\$0
Tech 5	84		\$ 38.75		\$3,255
Tech 4	0		\$ 37.00		\$0
Tech 3	84		\$ 34.50		\$2,898
Tech 2	0		\$ 27.50		\$0
Tech 1	42		\$ 25.50		\$1,071
Billing/Acct Coordinator	12		\$ 31.50		\$378
Asst. PM	0		\$ 31.00		\$0
Admin	0		\$ 28.50		\$0
Marketing Coordinator	0		\$ 28.00		\$0
	0				\$0
	0				\$0
	0				\$0
Total Hrs.	444				

Salary Cost				\$	17,984
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0%	per year @	0	year(s)	\$0
Total Salary Cost				\$	17,984
Overhead Cost @	157.56%	of Direct Labor		\$	28,336
Net Fee @	30.0%	of Direct Labor		\$	5,395
Total Overhead & Net Fee Cost				\$	33,731

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Copies		pages @	\$0.06 /page	\$ -
Reports		reports @	\$15 /report	\$ -
Plans		sets @	\$2 /set	\$ -
Parking		@	\$8	\$ -
Mail/Deliveries/Fed Ex		@	\$20	\$ -
Mileage	300	miles @	\$0.580 /mile	\$ 174.00
Potholing-APS, Inc.	1	@	\$2,097.00	\$ 2,097.00
Scanner Rental	1	2-day rental @	\$4,000.00	\$ 4,000.00
Traffic Control		days @	\$4,250.00	\$ -
Subtotal				\$ 6,271

1 Alliance Total **\$ 57,986**

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Invoices will show employee's actual RAW labor rates, per contract Payment Provisions.

(b) Classifications shown are for estimating purposes and not all-inclusive; the actual invoice will show our employee's specific labor classification.

July 24, 2018

1 Alliance Geomatics
1261A - 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2017 ICR – Audit Office Review
CORRECTION (FYE 2017)

Dear Mr. Micael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 157.56%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

City of Tukwila
West Valley Highway (I-405/Strander Blvd.)

Exhibit E.4

Transpo Group, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	Transpo Group, Inc.	Transpo Group, Inc.	% of
		Engineer - Level 6	Engineer - Level 5	Engineer - Level 4	Engineer - Level 3	Engineer - Level 2	Engineer Level 1	Project Admin - Level 4			
	direct rates:	\$58.65	\$54.81	\$48.80	\$41.59	\$38.22	\$31.97	\$44.23			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
Work Element 6.0 Total											
7.0	Traffic Analysis										
7.1	Pedestrian Crossing Evaluation	4	16		32		20		72	\$9,300	25.81%
7.2	Traffic Analysis	6				12			18	\$2,446	6.45%
7.3	Technical Memorandum	4	2		8	8			22	\$2,966	7.89%
Work Element 7.0 Total		14	18		40	20	20		112	\$14,712	40.14%
10.0 Plans, Specifications and Engineer's Estimate											
10.1	30% Submittal										
	30% Plans	4		12		40			56	\$7,089	20.07%
10.2	60% Submittal										
	60% Plans	3		10		24			37	\$4,772	13.26%
10.3	90% Submittal										
	90% Plans	2		8		16			26	\$3,378	9.32%
	90% Specifications	1		1		2			4	\$555	1.43%
10.4	100% Submittal										
	100% Plans	2		8		16			26	\$3,378	9.32%
	100% Specifications	1		1		2			4	\$555	1.43%
10.5	Ad-Ready PS&E										
	Ad-Ready Plans and Specifications	2		4		8			14	\$1,866	5.02%
Work Element 10.0 Total		15		44		108			167	\$21,591	59.86%
EXPENSES										\$2,000	
SALARY ESCALATION											
PROJECT WORK ELEMENTS TOTALS		29	18	44	40	128	20		279	\$38,304	100.00%

**City of Tukwila
West Valley Highway (I-405/Strander Blvd.)**

Transpo Group, Inc.

Classification	Hrs.	x	Direct Rate	=	Cost
Engineer - Level 6	29		\$ 58.65		\$1,701
Engineer - Level 5	18		\$ 54.81		\$987
Engineer - Level 4	44		\$ 48.80		\$2,147
Engineer - Level 3	40		\$ 41.59		\$1,664
Engineer - Level 2	128		\$ 38.22		\$4,892
Engineer Level 1	20		\$ 31.97		\$639
Project Admin - Level 4	0		\$ 44.23		\$0
	0				\$0
Total Hrs.	279				

Salary Cost					\$ 12,030
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0%	per year @	0	year(s)	\$0
Total Salary Cost					\$ 12,030
Overhead Cost @	171.78%	of Direct Labor			\$ 20,665
Net Fee @	30.0%	of Direct Labor			\$ 3,609
Total Overhead & Net Fee Cost					\$ 24,274

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Copies	0	pages @	\$0.06 /page	\$ -
Reports	0	reports @	\$15 /report	\$ -
Plans	0	sets @	\$2 /set	\$ -
Parking	0	@	\$8	\$ -
Traffic Counts	1	@	\$2,000	\$ 2,000.00
Mileage	0	miles @	\$0.580 /mile	\$ -
Subtotal				\$ 2,000

Transpo Group, Inc. Total **\$ 38,304**

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Invoices will show employee's actual RAW labor rates, per contract Payment Provisions.

(b) Classifications shown are for estimating purposes and not all-inclusive; the actual invoice will show our employee's specific labor classification.

June 27, 2018

Transpo Group USA, Inc.
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Sarah Brinkerhoff:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 171.78% (rate includes 0.60% Facilities Capital Cost of Money). These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Tukwila
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ ** .

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
FROM: **Henry Hash, Public Works Director** *H.H.*
BY: **Hari Ponnekanti, City Engineer**
CC: **Mayor Allan Ekberg**
DATE: **May 17, 2019**
SUBJECT: **Solid Waste Collection**
Contract No. 12-027, Amendment No. 2
Waste Management Contract Extension

ISSUE

Approve Amendment No. 2 to Contract 12-027 for an extension to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management of Washington, LLC (WM)

BACKGROUND

The current Comprehensive Garbage, Recyclables, and Compostables Collection Agreement which went into effect on November 1, 2012 for a duration of seven years, will expire on October 31, 2019. According to Section 1 of the current Comprehensive Garbage, Recyclables, and Compostables Collection Agreement, the City may exercise an option to extend the contract for two 2-year extensions (for a total of four additional years).

DISCUSSION

In 2018, staff started researching the extension process for the current WM contract. Staff met several times with the City's consultant, Dr. Jeff Brown of Epicenter, Inc. and representatives from WM. Staff reviewed the current contract and recommends that it makes good economic sense for the City to exercise its option for the allowable two 2-year extensions (for a total of four years) with no change to the terms and conditions of the agreement.

FINANCIAL IMPACT

None.

RECOMMENDATION

Council is being asked to approve Amendment No. 2 to Contract 12-027 for a four-year extension to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management of Washington, LLC and to consider this item at the May 28, 2019 Committee of the Whole and the subsequent June 3, 2019 Regular Meeting.

ATTACHMENTS

- Draft Contract Extension Letter



City of Tukwila

Allan Ekberg, Mayor

Public Works Department - Henry Hash, Director

May xx, 2019

Via Certified Mail, Return-Receipt Requested

Mindy Rostami
Senior Manager, Strategic Contracting & Municipal Legal Affairs
Waste Management of Washington Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

Re: Notice of Option to Extend Comprehensive Garbage, Recyclables and Compostables Collection Agreement.

Dear Ms. Rostami:

Pursuant to Section 1 of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Tukwila and Waste Management of Washington, Inc., effective date November 1, 2012, the City hereby gives notice of exercise of option to extend the Agreement for an additional four years (two (2) year extensions), with the renewal term starting November 1, 2019, and expiring October 31, 2023.

If you have any questions, please do not hesitate to call me.

Sincerely,

Allan Ekberg,
Mayor
City of Tukwila

cc: Robin Freedman, WM



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
FROM: **Henry Hash, Public Works Director** *HH*
BY: **Hari Ponnekanti, City Engineer**
CC: **Mayor Allan Ekberg**
DATE: **May 17, 2019**
SUBJECT: **Solid Waste (Commercial Only)**
Ordinance Amending Solid Waste Utility Tax Rate and Recycling Surcharge

ISSUE

There are two separate but related issues: (1) Approve an ordinance to adjust the Solid Waste Utility Tax by 10% and amending TMC 3.51; and (2) Approve a Letter of Understanding with Waste Management of Washington, LLC (WM) for additional services and a 5% Recyclable Cost surcharge. Both issues would only impact commercial users.

BACKGROUND – Issue 1: Utility Tax

Many causes of asphalt damage exist, leading to roadways needing repair and replacement. Specifically, heavy solid waste vehicles can cause significant damage to road surface and shorten the life of pavement. The expenses to operate and maintain the City's road infrastructure have increased each year.

BACKGROUND – Issue 2: Recycling Costs

Waste Management (WM) recently made a presentation to the Transportation and Infrastructure Committee about the changes in the global recycling market and the increased costs. In order to offset the additional costs associated with recycling, WM has requested an increase to the recycling rates.

DISCUSSION – Issue 1: Utility Tax

An existing Solid Waste Utility Tax provides a revenue source to the City's general fund which can be used to fund roadway and roadway related projects. Adjusting the Solid Waste Utility tax is proposed to provide additional revenue to the City where the increased percentage can be used for road maintenance and road related projects. The current solid waste utility tax rate is 6% and it has not been adjusted since 2009. The increase in the Solid Waste Utility Tax would be effective beginning November 1, 2019.

DISCUSSION – Issue 2: Recycling Costs

Staff recommends that the City approve the 5% Commercial Recyclable Cost surcharge to offset WM's costs associated with the weakening recycling market. The proposed surcharge would be in place for two years, beginning November 1, 2019, but it may be extended with Council approval. Also included with this surcharge, WM will now pick up twice weekly, an additional 20 City-owned garbage containers at locations chosen by the City (see attached location list).

FINANCIAL IMPACT

The proposed utility tax and the recycling surcharge only apply to commercial users, not residential. With the proposed increases, the solid waste and recycling rates remain below Tukwila's neighboring cities. The following two tables illustrate the impacts of the two proposed increases and compare the proposed rate for Tukwila commercial customers with rates charged by nearby jurisdictions. Additional details can be found in the attachments.

Breakdown of Proposed Monthly Increases

Size	Current Tukwila Rate	5% Surcharge	5% Total Rate	10% Utility Tax	Proposed Total Rate
1- yard	\$70.80	\$3.54	\$74.34	\$7.44	\$81.78
1.5- yard	\$99.06	\$4.95	\$104.01	\$10.40	\$114.41
2- yard	\$122.20	\$6.11	\$128.31	\$12.83	\$141.14
3- yard	\$175.14	\$8.76	\$183.90	\$18.39	\$202.29
4-yard	\$228.33	\$11.42	\$239.75	\$23.97	\$263.72
6- yard	\$323.89	\$16.19	\$340.08	\$34.01	\$374.09
8- yard	\$424.54	\$21.23	\$445.77	\$44.58	\$490.35

Comparison of Monthly Recycling Rate Charges by Jurisdiction

Size	Current Tukwila	Proposed Tukwila	SeaTac	Newcastle	Burien	Des Moines
1-yard	\$70.80	\$81.78	\$109.06	\$123.73	\$94.63	\$94.15
1.5-yard	\$99.06	\$114.41	\$146.74	\$169.99	\$137.03	\$137.09
2-yard	\$122.20	\$141.14	\$188.78	\$213.87	\$176.14	\$177.27
3-yard	\$175.14	\$202.29	\$270.11	\$314.37	\$254.39	\$257.65
4 Yard	\$228.33	\$263.72	\$351.59	\$385.75	\$312.91	\$332.53
6 Yard	\$323.89	\$374.09	\$502.40	\$533.30	\$449.68	\$482.27
8 Yard	\$424.54	\$490.35	\$659.41	\$669.97	\$573.31	\$620.99

RECOMMENDATION

(1) Staff recommends Council approve the ordinance establishing the Solid Waste Utility Tax at 16%, effective November 1, 2019, and to consider this item at the May 28, 2019 Committee of the Whole and the subsequent June 3, 2019 Regular Meeting.

(2) Staff recommends approving a 5% Recycling Rate Surcharge, effective November 1, 2019 for two years, and to consider this item at the May 28, 2019 Committee of the Whole and the subsequent June 3, 2019 Regular Meeting.

ATTACHMENTS

- Draft Ordinance
- Draft Letter of Understanding
- Solid waste rate comparison tables
- Draft additional garbage collection locations

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AMENDING ORDINANCE NO. 2250 §1 (PART), TO INCREASE THE SOLID WASTE UTILITY TAX; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council shall periodically reconsider the need for a Solid Waste Utility Tax given current economic conditions; and

WHEREAS, the heavy vehicles used for solid waste collection impact City streets with significant wear and tear, thereby shortening the life span of roads and accelerating the need for costly maintenance and repair; and

WHEREAS, the City has availed itself of all appropriate revenue sources currently authorized; and

WHEREAS, the City's basic road maintenance service levels may suffer a reduction without a new source of revenue; and

WHEREAS, an increase in the solid waste utility tax measured by gross income from non-residential customers is expected to generate additional revenue to help offset the on-going impact of heavy vehicle operations and maintain current road condition levels; and

WHEREAS, the City Council has determined the public interest is best served by a 10% increase to the solid waste utility tax, with the increased percentage amount to be designated for road maintenance and road related projects;

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

Section 1. TMC Section 3.51.020 Amended. Ordinance No. 2250 §1 (part), as codified at Tukwila Municipal Code (TMC) Chapter 3.51.020, "Use and Accountability of Tax Proceeds," is hereby amended to read as follows:

3.51.020 Use and Accountability of Tax Proceeds

1. All revenues collected pursuant to this chapter shall be deposited into the General Fund, and shall be used for the funding of City services or capital requirements as the [City Council](#) shall direct through its biennial budget process.

2. In addition to the automatic annual review of the Financial Planning Model, the City Council will review the need for rate or other changes as part of the biennial budget process.

3. The City Council shall periodically reconsider the need for a Solid Waste Utility Tax given current economic conditions.

Section 2. TMC Section 3.51.040 Amended. Ordinance No. 2250 §1 (part), as codified at TMC Chapter 3.51.040, "Occupations Subject to Tax – Amount," is hereby amended to read as follows:

3.51.040 Occupations Subject to Tax – Amount

A. There is levied upon, and shall be collected from a person because of certain business activities engaged in or carried on in the City of Tukwila, taxes in the amount to be determined by the application of rates given against gross income as follows:

B. Upon a person engaged in or carrying on the business of providing solid waste collection service, a tax equal to ~~6%~~ 16% for the calendar year ~~2009~~ 2020 and beyond of the total gross income from such business from all customers in the City, except residential customers, during the period for which the tax is due.

Section 3. TMC Section 3.51.050 Amended. Ordinance No. 2250 §1 (part), "Tax Year," as codified at TMC Chapter 3.51.050, is hereby amended to read as follows:

3.51.050 Tax Year

The tax year for purposes of this increase in the solid waste utility tax shall commence ~~October 1, 2009~~ November 1, 2019 and end December 31, ~~2009~~ 2020, and thereafter shall commence on January 1 and end on December 31 each year.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of the remaining portion of this ordinance or its application to any other person or situation.

Section 6. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2019.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Rachel B. Turpin, City Attorney

Filed with the City Clerk: _____
Passed by the City Council: _____
Published: _____
Effective Date: _____
Ordinance Number: _____

DRAFT

May XX, 2019

Mindy Rostami
Senior Manager, Strategic Contracting & Municipal Legal Affairs
Waste Management of Washington Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

RE: Additional Services and Extra Ordinary Recyclable Cost

Dear Ms. Rostami,

The purpose of this Letter of Understanding (“LOU”) is to approve an recyclable market surcharge between the City of Tukwila (“City”) and Waste Management of Washington, Inc. (“WM”).

City and WM agree to increase Commercial rates by five percent (5%), effective November 1, 2019, to reflect increased costs in recyclables processing and marketing. This surcharge is only approved for a period of 2 years, However WM may request to extend the surcharge by providing justification of the need to the City. Any request must be made no later than 90 days prior to the end of the 2-year surcharge period and must be approved by both parties.

Furthermore, WM agrees to commence twice weekly collection and disposal service for twenty (20) city-owned Garbage containers at locations chosen by the City staff for the duration of the Agreement. The City reserves the right to change the locations of these Garbage cans.

By signing below, each of the City and Waste Management acknowledges its approval and acceptance of the terms of this LOU and acknowledges that this LOU: (a) creates a legally binding obligation upon the parties, (b) shall be governed and constructed in accordance with the laws of the State of Washington regardless of any conflict of law provisions, (c) sets forth the entire agreement between the City and WM with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements with respect to the subject matter hereof, and (d) may be executed in two or

more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Acknowledged and agreed upon by:

CITY OF TUKWILA

WASTE MANAGEMENT OF
WASHINGTON, INC.

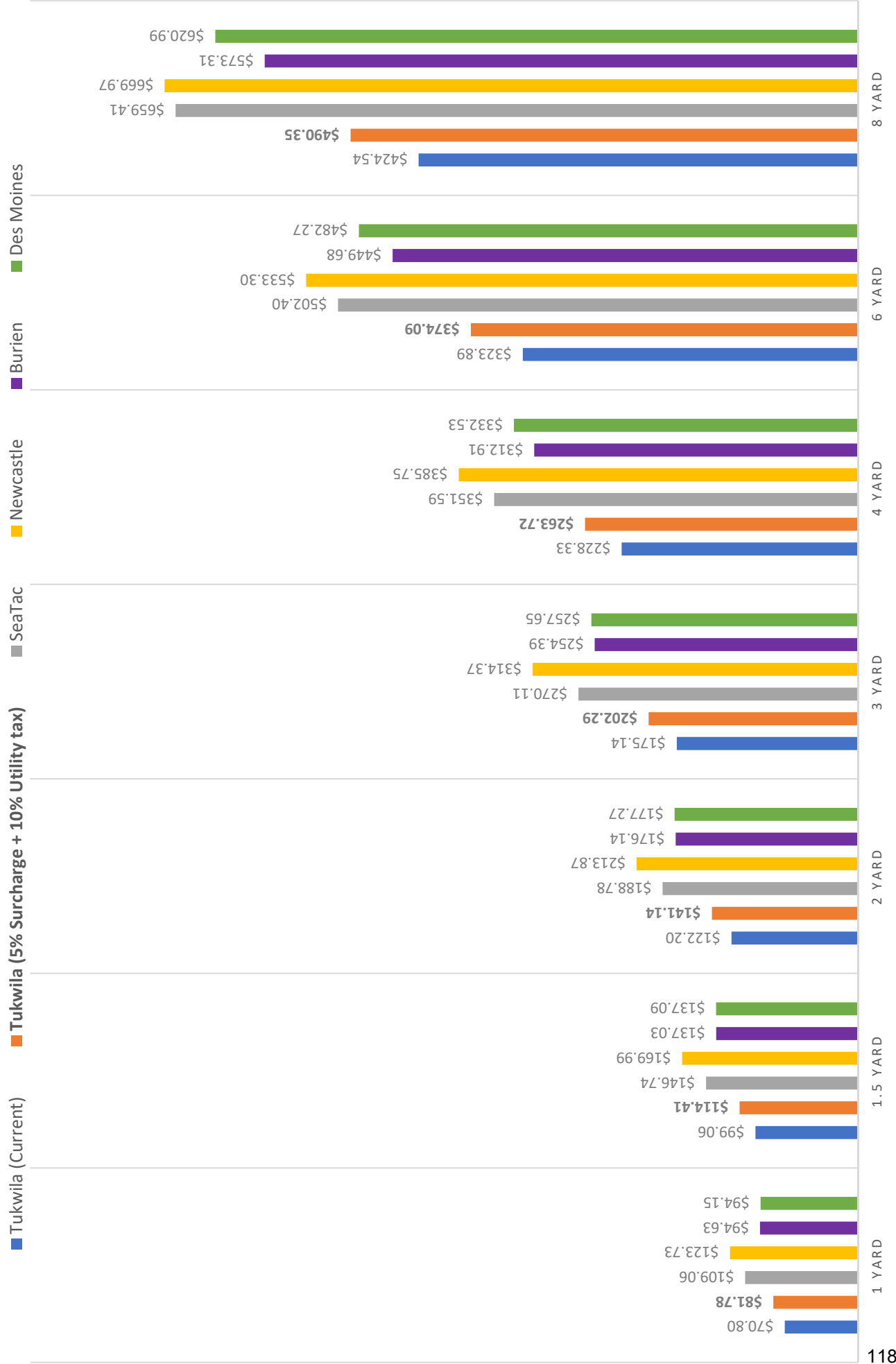
By: _____

By: _____

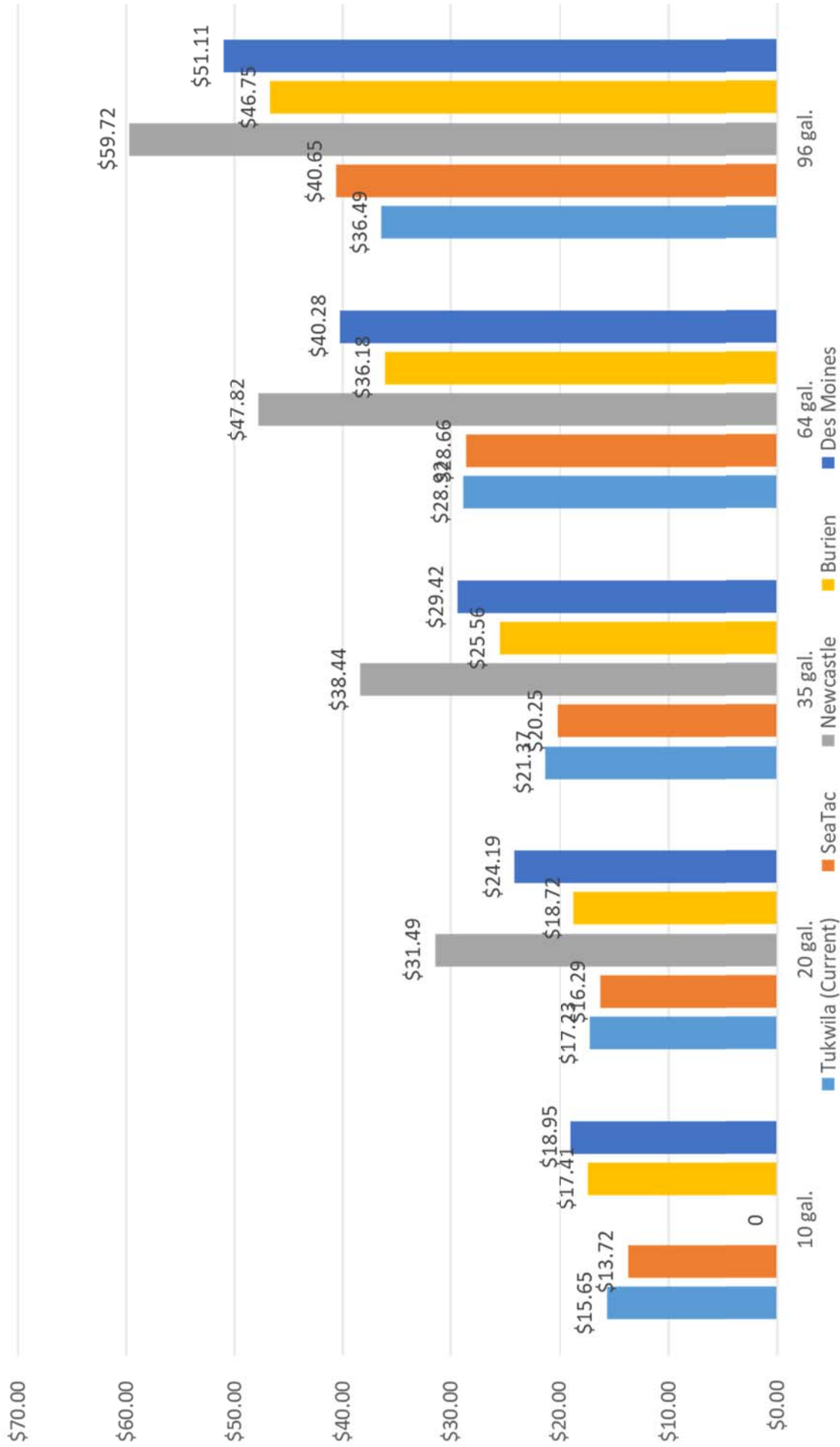
Its: _____

Its: _____

Commercial Rate Comparison



Residential Rate Comparison



Additional City-Owned Garbage Containers

1. Tukwila Intl Blvd – Northbound, (2) cans at the bus stop by KFC and Taco Bell.
2. Tukwila Intl Blvd – Northbound, (2) cans at the bus stop north of S. 148th Street at Pizza Hut.
3. Tukwila Intl Blvd – Northbound, (2) cans at the bus stop north of S. 144th Street by Car Wash.
4. Tukwila Intl Blvd – Northbound, (2) cans at the bus stop at S. 140th Street.
5. Tukwila Intl Blvd – Southbound, (2) cans at the bus stop south of S. 141st Street at the Casino.
6. Tukwila Intl Blvd – Southbound, (2) cans at the bus stop south of S. 144th Street at the Market.
7. Tukwila Intl Blvd – Southbound, (2) cans at the bus stop south of S. 148th Street at the Church.
8. Tukwila Intl Blvd – (2) cans at the NE & NW intersections with S. 144th Street.
9. S. 144th Street – Westbound, (1) can at the bus stop west of 37th Ave South at the Park.
10. S. 144th Street – Eastbound, (1) can at the bus stop east of 37th Ave South at the Market.
11. S. 144th Street – Westbound, (1) can in front of brick structure.
12. S. 144th Street – Eastbound, (1) can in front of brick structure.



600ft
-122.251 47.479 Degrees



60ft
-122.281 47.475 Degrees



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee

FROM: Jack Pace, DCD Director

BY: Katie Wendel, Lead Transportation Outreach Coordinator
Alison Turner, Transportation Outreach Coordinator
Chris Andree, TDM Program Assistant

CC: Mayor Ekberg

DATE: May 14, 2019

SUBJECT: WSDOT Regional Mobility Grant Program Award 2019-2021

ISSUE

The Transportation Demand Management (TDM) Program is asking for approval to accept the Regional Mobility Grant (RMG) Program Award 2019-2021, a Washington State Department of Transportation (WSDOT) grant.

BACKGROUND

In recent years, the City's TDM Program has received RMG funding through a partnership with King County Metro, who provided pass-through funds to reduce drive alone trips in south King County. With the previous grant funding concluding, the City's TDM Program applied for RMG funding for the 2019-2021 grant cycle to continue TDM outreach activities in Tukwila and partnering south King County jurisdictions.

DISCUSSION

The RMG project, to be implemented July 1, 2019 through June 30, 2021, will focus on providing TDM services at selected activity centers (e.g. business parks, commercial and residential multi-tenant buildings, educational institutions) and congested corridors within Tukwila and the partnering jurisdictions of Renton, SeaTac, and Kent to reduce drive alone travel and traffic congestion in south King County. A key strategy is to develop partnerships with embedded organizations in the communities we are serving to facilitate more effective outreach and improve long-term program outcomes.

FINANCIAL IMPACT

The City will need to provide \$40,000 in match funding for the grant (20% of the \$200,000 program budget); this will be provided through the City's TDM Allocation (formerly called the Commute Trip Reduction (CTR) Allocation). There will be no impact to the general fund.

RECOMMENDATION

The Council is being asked to accept the WSDOT Regional Mobility Grant Program Award in the amount of \$160,000 and consider this item on the Consent Agenda at the June 3, 2019, Regular Meeting.

ATTACHMENTS

Attachment A: City of Tukwila award letter
Attachment B: 2019-2021 Regional Mobility Grant Application- City of Tukwila

May 8, 2019

Jack Pace
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, WA 98188

Subject: 2019-2021 Regional Mobility Grant Program Award

Dear Jack Pace:

Congratulations! WSDOT is pleased to provide your organization a Regional Mobility Grant (RMG) for the 2019-2021 biennium. \$96 million in state funding will support nineteen new projects and 29 continuing projects. Please note that this letter only applies to the RMG Program. Notifications for other WSDOT public transportation grant programs will be sent separately to applicants.

Award

Your award(s) are listed in the table below. Projects funded into the 2021-2023 state biennium are contingent upon legislative approval of the state’s budget and federal appropriations. Your contract will reflect if you have continuing four-year projects or reappropriated funds.

Project	2019-2021 Award	2021-2023 Award
South King County Regional TDM for Centers and Corridors	\$160,000	

Scoring Methodology

An independent review panel evaluated applications using four criteria:

- (1) Delay reduction
- (2) Connectivity improvement
- (3) Project performance
- (4) Readiness to proceed

Based on their scores, a ranked list was calculated. The ranked project list was submitted to the Legislature for final determination.

Expenditures

Please note that funds are reimbursable for grant-supported activities beginning July 1, 2019. Project expenditures accrued prior to this date may not be charged to your award.

Jack Pace
City of Tukwila
May 8, 2019
Page 2

Primary Points of Contact

Monica Ghosh is your primary WSDOT contact. Monica will assist you in developing your project scope, schedule of deliverables, budget and contract execution. She can be reached at 360-810-0131 or ghoshmo@wsdot.wa.gov.

The Public Transportation Division is committed to your project's success. Please let us know how we may help. Contact Stacy Wyman, Grants Analyst, at wymanst@wsdot.wa.gov if you have other questions or concerns.

We appreciate the valuable services your agency provides. We look forward to finalizing your grant agreement and funding your project.

Sincerely,



Don Chartock, Grants and Community Partnerships Manager
Public Transportation Division

cc: Monica Ghosh, WSDOT
Katie Wendel, City of Tukwila
Stacy Wyman, WSDOT

This funding request is for public transportation projects that begin July 1, 2019, and last either two or four years. Applications must be received by WSDOT no later than 5 p.m. on July 13, 2018. WSDOT will review all submitted applications for errors and completeness and may request additional information/corrections from applicants, which may be submitted up to August 10, 2018. Unless requested by WSDOT, applicants may not submit any revisions to an application after the application due date of July 13, 2018.

Complete one application per project. Please fill out the application electronically and save as an Adobe PDF file (as opposed to printing the application and scanning). See application instructions for more details.

General Organization Information

Legal Name of Organization City of Tukwila			
DBA (if applicable)			
Federal Tax ID Number 91-6001519		Statewide Vendor Number	
Mailing Address 6300 Southcenter Blvd., Suite 100	City Tukwila	State WA	Zip +4 (required) 98188
Billing Address (if different from mailing address) 6200 Southcenter Blvd.	City Tukwila	State WA	Zip +4 (required) 98188
Phone Number (206) 433-7140			
Organization Director Jack Pace		Organization Director Email Address Jack.Pace@TukwilaWA.gov	
Applicant Contact Katie Wendel		Applicant Contact Email Address Katie.Wendel@TukwilaWA.gov	
Project Contact Katie Wendel		Project Contact Email Address Katie.Wendel@TukwilaWA.gov	
Identify the areas this project will serve:			
Legislative district(s): 11, 33, 47			
County(ies): King			

Project Title:

South King County Regional TDM for Centers and Corridors

Duration of Project: **Two Year (2019-2021)** **Four Year (2019-2023)**

Amount Requested for 2019 to 2021: \$160,000

Amount Requested for 2021 to 2023 (for four year projects only):

If your organization is submitting more than one project, list the titles of the projects in order of your funding priority.

1. Using the [TSMO Planning and Implementation](#) Website, identify/define which TSMO solutions are being proposed for your project.

The following TSMO solutions may be used for the project:

- Alternative work hours
- Community-based social marketing
- Commute trip reduction (CTR) programs
- Emergency Ride Home programs
- Employee incentives
- Mode choice
- Non-motorized facilities and improvements
- Ridesharing improvements
- Route choice
- Telecommuting

2. What is the proposed scope of work for this project?

The project will focus on providing TDM services at selected activity centers (e.g. business parks, commercial and residential multi-tenant buildings, educational institutions) and/or congested corridors within Tukwila and will provide assistance and resources in the partnering jurisdictions of Renton, SeaTac, and Kent to reduce drive alone travel and traffic congestion in south King County. The project will help increase transportation options at sites that have not received Commute Trip Reduction program support, such as smaller employers, who also may not have adequate resources to subsidize alternative transportation programs. A key strategy will include the development of partnerships with embedded organizations in the communities we are serving to facilitate more effective outreach and improve long-term program outcomes. The program will integrate innovative transportation demand management technologies and solutions as feasible. The project may include non-motorized facilities and improvements, depending on the infrastructure needs of sites.

- 3a. Using the [Corridor Sketch Summary Viewer](#), identify the corridor number(s) affected by your project. If your project does not affect the state highway system, identify other roads/intersections that would be affected.

Corridor ID	Corridor Name	% Congested
495 I-5:	I-405 Jct (Tukwila) to I-90 Jct (Seattle)	37.85
494 I-5:	Tacoma to I-405 Jct (Tukwila)	27.22
504 I-405:	I-5 Jct (Tukwila) to Bellevue City Center	98.17
382 SR 518:	SR 509 Jct to I-5 Jct (Tukwila)	59.36
503 SR 167:	King County (Pacific) to SR 900	47.80
384 SR 181:	SR 516 Jct (Kent) to I-405 (Tukwila)	71.24
383 SR 515:	SR 516 Jct to SR 900 Jct (Renton)	4.33
385 SR 900:	I-5 Jct to I-405 Jct (Renton)	25.12
389 SR 169:	SE Jones Rd to I-405 (Renton)	97.68
386 SR 900:	I-405 Jct (Renton) to I-90 Jct (Issaquah)	36.16
500 SR 599/SR 99:	I-5 Jct (Tukwila) to Spokane St (Seattle)	32.15
148 SR 516:	SR 509 Jct (Des Moines) to SR 169 Jct (Maple Valley)	52.94
499 SR 99/509:	Tacoma to SR 518 Jct (SeaTac)	48.86
501 SR 509:	SR 516 Jct (Des Moines) to SR 509/188th St Jct (SeaTac)	22.92

- 3 Is the need for the project and/or the project itself identified in any local or regional plans? If so, please list the plans and describe coordination efforts.

The City of Tukwila Commute Trip Reduction Plan, Comprehensive Plan, GTEC Plan, and Walk & Roll Plan all propose TDM strategies to help reduce congestion on regional roadways. TDM policies outlined in the Comprehensive Plan include: 13.5.3 Work with King County Metro and Sound Transit to provide amenities for transit riders, encourage transit use, and enhance multi-modal connections to transit. 13.5.4 Establish mode-split goals for all significant employment centers which will vary according to development densities, access to transportation service, and levels of congestion. 13.5.5 Continue to encourage the use of rideshare, transit, bicycle, and evolving technological transportation improvements. 13.5.6 Encourage transit-oriented uses, development patterns and pedestrian amenities in the vicinity of high-capacity transit stations.

- If your project is in a county with a population of 100,000 or more that borders Puget Sound please describe the coordination used to develop the project and the level of integration represented by the project. If this does not apply to your project please leave this section blank.

The TDM Program has worked closely with various local and regional partners to implement current and past grant-funded TDM projects in Tukwila as well as the cities of Kent, Renton, SeaTac, Federal Way, and Burien, and will we continue to coordinate our efforts with regional partners.

TDM Program staff are members of the Puget Sound Regional Council's TDM Advisory Committee, which provides a regular opportunity for regional TDM stakeholders including implementers and mobility agencies to share information and coordinate efforts.

Tukwila TDM Program staff frequently contact or are contacted by other agencies' TDM programs to discuss emerging technology (e.g. trip logging apps, dockless bikeshare, shuttle services, etc.) to assess regional direction and opportunities for collaboration.

5. Describe the congestion, inefficiencies, and/or capacity constraints this project will address. Relate the proposed project to one of the following four indicators of transportation system performance: WSDOT identified congested corridors; locally identified corridors with level of service D, E, or F; evaluation of transit capacity and market potential; or evaluation of first/last mile connections (including existing park and ride capacities).

Many regional WSDOT-identified congested corridors fall within our project area. The following corridors are at or above 50% congested: 504, 382, 384, 389, 148. Additionally, the Tukwila and Kent Park and Rides had an occupancy rate of 100% and the Park and Ride in Renton was at 95% occupancy in 2016. Additionally, the SeaTac to Seattle morning commute "has the highest maximum throughput travel time index (MT3I) of the twelve I-5 commutes that WSDOT tracks in the central Puget Sound region." (source: 2017 WSDOT Corridor Capacity Report) As a result, south King County park and ride facilities and transit hubs are difficult for many who live and work in Tukwila and south King County to access.

- Describe the barriers to connectivity between counties and regional population centers this project will address. Describe deficiencies in modal connections, services, or public transportation capacity in the project area.

Much of south King County is characterized by historically auto-oriented development, and many barriers to connectivity exist, including hills, freeways, rivers and streams, as well as a fragmented system of sidewalks and limited available parking at transit stations and park and ride lots. The transit hubs in Tukwila and south King County provide connections to Seattle and other regional employment centers, and the demand for parking at transit hubs is high, demonstrating the need for improved first/last mile connections. Regional manufacturing and industrial areas have limited transit service and most transit service does not run late enough to accommodate workers with night shifts.

- How does this proposal address the transportation performance gap(s) identified in questions 5 and 6?

- The program will encourage and facilitate use of alternative modes of travel (such as transit, active transportation, and ridesharing) for work and non-work trips, including innovative solutions for first/last mile connectivity. This will allow more people to access new and emerging transportation options to help mitigate regional congestion.
- This program will also help increase awareness and use of King County Metro's new Community Connections services, currently in development in Tukwila to address first/last mile connectivity and in Kent to improve second and third-shift transportation access for workers in the industrial valley.
- This program will improve access to park and ride facilities and other transportation hubs by providing transportation resources and rewards to residents/employees and promoting innovative transportation solutions.

Project Schedule

8a. Complete the appropriate sections of the table below.

Construction Project Activities	Completion Date (mm/yy)	Notes
Preliminary engineering start date		
Environmental documentation complete (NEPA/SEPA)		
Property acquisition (lease or purchase)		
Contract advertisement		
Contract award		
Construction start date		
Operationally complete		
Vehicle/Equipment Project Activities	Completion Date	Notes
Request for proposals (RFP) or Invitation for bid (IFB) publish date		
Contract award		
First vehicle delivery date		
All vehicles accepted		
Operating Project Activities	Completion Date	Notes
Start service	7/1/2019	
Complete service	6/30/2021	

8b. Describe work that has already been accomplished in support of the proposed project. Identify any and all schedule risks that may affect timely completion of the project, and possible mitigation for each.

TDM outreach to the residential and business communities has been conducted in Tukwila through a variety of methods that have laid the groundwork for building relationships and expanding implementation. The TDM Program has a presence at many City-hosted community events including middle and high schools, resident events, and employer events. TDM Program staff conduct small business outreach as part of current CMAQ, CTIG, and RMG (pass-through funding) programs.

Budget

a. Financial Plan

Identify the schedule for the following project activities. If an activity has already started describe the status of the activity in the notes section. If an activity does not apply to your project, denote as not applicable (N/A).

Please note: If this project is awarded funds from this grant program all project costs that do not come from this grant award will be considered required matching funds. Should project savings occur the reduction will be applied proportionally to the project's match and the grant award.

Project Activity	Funding Sources and Amounts							Useful Life
	Total Project Funds	Regional Mobility Grant Funds	Other State Funds	Local Funds	Federal Funds	Other Funds		
Project design (Preliminary Engineering (PE))	\$ 0							
Park and ride surface lot	\$ 0						25	
Park and ride parking structure	\$ 0						50	
Transit center	\$ 0						25	
Transit only, HOV, and BAT lanes	\$ 0						20	
Bus bulbs and sidewalks	\$ 0						20	
Pedestrian/bicycle trail connections	\$ 0						25	
Bus shelters	\$ 0						15	
Transit signal priority	\$ 0						15	
Security systems	\$ 0						10	
Passenger/bicycle amenities	\$ 0						7	
Transportation demand management (TDM)	\$ 80,000	\$ 80,000					1.5x length of grant	
Promotion outreach/advertising	\$ 0						length of grant	
New bus route, extended bus route, increased frequency	\$ 0						1.5x length of grant	
Street/train car rolling stock	\$ 0						30	
Fixed guideway	\$ 0						30	
Cutaway bus van chassis	\$ 0						5	
Cutaway bus truck chassis	\$ 0						7	
Rolling stock buses	\$ 0						12	
Land acquisition (purchase)	\$ 0							
Land acquisition (lease)	\$ 0						length of lease	
Other								
1 Labor	\$ 120,000	\$ 80,000	\$ 40,000					
2	\$ 0							
3	\$ 0							
Total Project Cost	\$ 200,000	\$ 160,000	\$ 40,000	\$ 0	\$ 0	\$ 0		
% of RMG Contribution to Overall Project Cost (not to exceed 80%)		80%						

□□. Please identify the specific source(s) and the status of matching funds for the proposed project. If the matching funds are not yet secured, please describe measures being taken to mitigate the risk of having insufficient funds to implement the proposed project.

Matching funds (\$40,000) are from WSDOT TDM Allocation, which is a non-competitive State fund. This allocation is secured through 2023.

□c. Describe how and with what funds the project or service will be maintained after the funding expires.

This project is designed to help facilitate behavior change and is expected to continue to show long-term impact after the program concludes. The program will strive to establish sustainable low- to no-cost initiatives that partnering agencies/organizations/employers can continue administering if additional funding is not available to continue subsidizing and incentivizing alternative transportation options. There will be no capital improvements or services to maintain; if non-motorized facilities or improvements are included, their maintenance will be provided by the property owner. The Tukwila TDM Program will seek funding to continue successful projects. The City of Tukwila's TDM Allocation is secured through 2023, which will facilitate ongoing outreach and support.

10. Describe your organization's experience implementing similar types of projects.

The Tukwila TDM Program has administered various state and federal TDM grants within Tukwila and has expanded to provide regional TDM services within partnering south King County cities starting in 2016 with the Regional CMAQ Program, a partnership with the cities of Renton, Kent, SeaTac, Federal Way, and Burien. The program implements a wide variety of demand management strategies including in person and one-on-one outreach, transportation options trainings, employer Commute Trip Reduction assistance, online trip-logging incentive program management through RideshareOnline.com and SKCTrips.com, and event tabling. Staff are currently implementing a south King County regional CMAQ grant as well as a Commute Trip Innovation Grant (CTIG) to reduce employee trips to Sea-Tac Airport and are promoting the Just One Trip program throughout six south King County jurisdictions in partnership with King County Metro. This program will seek to be innovative, incorporating new technologies as appropriate, while replicating successful strategies from other projects. For example, the CTIG grant at the Sea-Tac Airport has demonstrated the impact of removing a barrier such as trip-logging to earn rewards.

11a. For projects that involve the purchase of vehicles, will the vehicles meet the requirements set forth in WAC 194-29 by June 1, 2018? (PRACTICABLE USE OF ELECTRICITY AND BIOFUELS TO FUEL LOCAL GOVERNMENT VEHICLES, VESSELS, AND CONSTRUCTION EQUIPMENT)

Yes No

If yes describe how your purchasing plans meet the requirements of the rules.

N/A

11 If no, use the evaluation criteria for each section below to explain why it is not practicable to procure any of the ehicle types listed.

ELECTRIC or ELECTRIC HYBRID

- Does not meet your operational needs
 - Cannot meet charging requirements during routine use or through fleet management strategies
 - Lifecycle cost is greater than the lifecycle cost of the ehicle that your agency would otherwise procure
- Please explain your answer.

N/A

11c. FUELED IN WHOLE OR IN PART BY NATURAL GAS OR PROPANE

- Does not meet your operational needs
 - Lifecycle cost is greater than the lifecycle cost of the ehicle that your agency would otherwise procure
- Please explain your answer.

N/A

12a. What Vehicle Trip (VT) and Vehicle Miles Traveled (VMT) reductions will your project achieve in Year 1 and Year 4?

	VT	VMT
Year 1 reductions	122,544	1,862,667
Year 4 reductions	245,088	3,725,334

12. Describe the methodology and assumptions used to derive these estimates. Attach supporting calculations in an Excel file format to allow WSDOT staff to view the equations, formulae, and calculations used to develop your reduction estimates. For examples of standard methodology, click [here](#).

The calculations are based on the assumption that our program will reach approximately 3% of the total residential and employee population in Tukwila (1,800 participants out of 60,000 residents/employees). Partnering jurisdictions' populations were not included in the calculations as these jurisdictions will receive general outreach or program replication on a less targeted and extensive scale. The calculations assume that participants (3% of the targeted population) will reduce an average of 10% of their trips over the course of the project period.

The current drive alone mode split percentage was taken from the 2017 ACS Seattle-Tacoma-Bellevue MSA Commute Mode Share - Auto: Raw Value. The current carpooling mode split was taken from adding all other modes on the ACS mode share survey to find the remaining proportion, which likely primarily represents carpool and vanpool/vanshare users.

Calculations and notes describing additional weighting and assumptions are included in the attached spreadsheet.

12c. Successful applicants must measure the performance of their project along with its VT and VMT reductions each year for four years after the project is operationally complete. What methods or strategies will you use to do this?

The Tukwila TDM Program will administer a simple transportation survey or a direct measurement method of program participants as feasible to measure their VMT/VT and mode-split each year through 2025. ORCA card serial number tracking of card use as feasible.

Project Service Level Information For Operating Projects Only

13a. Provide the service level information requested below for this specific project:

Project Specific Information	July 1, 2019, through June 30, 2021, (projected 24-months)	July 1, 2021, through June 30, 2023, (projected 24-months)
Revenue Vehicle Hours		
Revenue Vehicle Miles		
Passenger Trips		

13b. How were service-level estimates developed?

N/A

Application Authority

This application must be certified by someone authorized or delegated to sign contracts on behalf of your organization, such as the board chairperson or chief executive officer. Applications submitted without the checkbox selected will be rejected by WSDOT and will not be considered for grant funding.

I certify to the best of my knowledge that the information in this application packet is true and accurate and that this organization has the necessary fiscal, data collection and managerial capabilities to implement and manage the project(s) associated with this application(s).

Name

Allan Ekberg

Title

Mayor, City of Tukwila

Date

7/13/2018

Supplemental Information

Supplemental information is limited to the space below. You may use this space to elaborate on information provided in other sections of the application (indicate the specific question number). Try to keep your comments brief. WSDOT reserves the right to omit information exceeding the visible space provided.

Tukwila Greenhouse Gas Policy:

Resolution 1649 (Global Warming and Greenhouse Gases Resolution):

<http://records.tukwilawa.gov/WebLink/1/doc/8585/Page1.aspx>

The City of Tukwila is a founding member of the King County Cities Climate Collaboration (K4C) The Joint Letter of Commitment can be found here:

<https://your.kingcounty.gov/dnrp/library/dnrp-directors-office/climate/2014-K4C-LetterOfCommitments.pdf>

Additional response to 3b:

The Transportation Demand Management (TDM) Section of the Comprehensive Plan (Element 13 in Chapter 13, adopted in 2013) identifies policies to support TDM implementation. TDM policies outlined in the element are called out with the purpose to improve mobility and increase efficiency of the transportation system by reducing drive alone trips and vehicle-miles traveled. The policies are designed to manage congestion, reduce the need to expand the transportation facilities, and lessens the environmental and neighborhood impacts of vehicle trips.

The Tukwila GTEC Plan (2007) identified six-year mode-split targets for the City's Urban Center: 65.7% drive-alone trips and 34.3% non-drive-alone trips. Within the Urban Center, the City also developed a targeted Vehicle Miles Travelled (VMT) rate of 13.05.

Attachments Checklist

(Applications submitted without the required attachments will be considered incomplete.)

- Draft VT and VMT reduction estimates for the project (submit in Excel file format)
- Letter of confirmation from any public transportation providers relied upon to achieve the performance estimates in the grant application
- Letter from MPO/RTPO verifying project is consistent with the regional transportation plans or policies
- Letters from organizations committing matching funds
- Copy of (or electronic link to) your agency's greenhouse gas policy