



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Kate Kruller, Chair
- ❖ Mohamed Abdi
- ❖ Tosh Sharp

Distribution: K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)	City Attorney (email) Clerk File Copy Place pkt pdf on SharePoint Z Trans & Infra Agendas email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
---	---

AGENDA

MONDAY, APRIL 18, 2022 – 5:30 PM

HYBRID MEETING – ONSITE AND VIRTUAL

DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND FLR

MS Teams: [Click here to join the meeting](#)

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 96968911#
6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Public Works Shops Phase 2 Introduction (H. Ponnekanti)	a) Discussion only	Pg. 1
b) Introduction to Levees (S. Edquid)	b) Discussion only	Pg. 17
c) Transport Element to the Comprehensive Plan Update Consultant Agreement (C. Knighton)	c) Forward to the 05/02/22 Regular Consent Agenda	Pg. 43
d) Complete Streets Grant Award and Acceptance ADA and Pedestrian Improvements (B. Robinson)	d) Forward to the 05/02/22 Regular Consent Agenda	Pg. 75
e) NTCP On-call Engineering Services Contract Amendment No. 3 (D. Elder)	e) Forward to the 05/02/22 Regular Consent Agenda	Pg. 87
3. MISCELLANEOUS	Future Agenda: <ul style="list-style-type: none"> • SCL Franchise Agreement Update • Lift Stations #4 & #12 Project Closeouts 	

Next Scheduled Meeting: May 2, 2022



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
CC: Mayor Allan Ekberg
DATE: April 15, 2022
SUBJECT: Public Works Shops Phase 2 Introduction
Project Next Steps

Issue

Recommendation on next steps for Public Works Phase 2 (Administration Building Project) and ensuring full development potential within the shoreline and critical areas for the City-owned property.

Background

As we are completing Phase One of the Fleet & Facilities Tenant Improvement Project, located on the western parcel of the new Public Works property, we are anticipating moving forward with development of the eastern parcel of the same property, where the UPS site currently resides. This eastern parcel will house the Public Works Utilities and Street Maintenance employees, and all of their functions, that are currently located at the Minkler Shop and consolidate all remaining public work storage areas. The eastern parcel will include an Administration building, covered storage for all vehicles and equipment, as well as other functions.

Total Public Works site (10.86 acres) configuration (see attached map):

Overall, the City Public Works Department purchased a total of approximately 10.86 acres, which are generally flat, consisting of industrial buildings and paved areas. The properties are zoned Manufacturing Industrial Center/Heavy (MIC/H).

Western parcels – Fleet and Facilities building – approximately 4 acres – houses all functions formerly at George Long Shops – City secured property in 2018, designed in 2019-2020, built Phase One in 2021-2022 – expected move in date May 2022.

Eastern Parcel – Public Works Utilities, Street Maintenance and Administration Building – approximately 6.8 acres – houses all functions currently at Minker shops, Longacres property and other storage areas within the City - City secured purchase in 2018, City will secure full ownership on November 1, 2023, once current UPS lease expires.

City Secured Full Property Build Out via Department of Ecology Waiver in 2021

On October 5, 2021, City of Tukwila received regulatory relief from the Department of Ecology under the Shoreline Management Act (SMA) and the Tukwila Shoreline Master Program (SMP) under RCW 90.58.580. The development of the new shoreline restoration project, Chinook Winds, just due South of the Western parcel, created a landward shift to the Ordinary High Water Mark, pushing the shoreline jurisdiction area into the City-owned property. This will allow construction of some structures located within those portions of the property that were not already in shoreline jurisdiction prior to the restoration construction and aforementioned change to the Ordinary High Water Mark, caused by the development of Chinook Winds (see next page for diagram).

This is an important milestone in the overall plan for the Public Works campus development, as it preserves the buildable area for the property, as long as the shoreline regulations do not change in the near future. The next change in shoreline regulations, expected in the next 7 to 8 years (2028), could inhibit the City’s ability to build on the entire property; thus, we should begin the next phase now to ensure being protected by ‘legacy status’ approval of the project.

Analysis

The need for a new, safe, and efficient Public Works Shop Facility has been recognized and studied for several years. This includes the 2007 Seismic Study of all City Facilities and the 2014 Facility Need Study. In 2016, City Council adopted the Public Safety Plan, which included a new combined Public Works Shops.

As part of the combined Public Works Shops project, the Phase One Fleet & Facilities Tenant Improvement (TI) building was constructed, including seismic, building systems, and functional upgrades. This will allow the Fleets and Facilities group to relocate from the existing inefficient and seismically unsafe George Long facility to a seismically updated facility with much more space for daily operations, not only for today’s workload, but also to serve future capacity. Moving the Fleet and Facilities functions to the new Fleet & Facilities building will be a significant improvement of the work environment for staff and enhance their ability to work efficiently, particularly for the Fleet division.

After these uses have been relocated, the George Long Shops and Longacres Sites will be sold and used to finance the Public Safety Plan, including the Public Works Shop, per the Council adopted D20 Financing Model. Following Council’s direction, staff is now preparing to plan for Phase Two of the Public Works Shops project, which will entail moving staff from Minkler into a new Administration building for Public Works.

The City will receive full ownership of the Eastern Parcel on November 1, 2023 once the current UPS lease expires. It is recommended to begin preparing now for the construction of the structures on this site and especially those structures that will be located within the shoreline jurisdiction buffer areas – thereby securing the Public Works department’s full potential for buildable areas. As project design, permitting and bidding process can take up to two years on a substantial development of a new building, it is recommended that the Public Works Utilities and Street Administration building (which is planned in the protected area) design process begin as soon as possible.

In order to preserve the full scope of buildable lands, the City must begin the process to get the project to the permitting phase, which vests the project and therefore preserves the ability for the City to fully utilize the land. The total costs to get the project to the permitting phase is \$3.4M.

The \$3.4M will complete 100% design of the Administration building and move the City closer to accomplishing the goal of a combined Public Works Shops site. There will be additional design and construction of storage, covered parking areas, and decant facility to achieve the combined Public Works Shops site to meet program projections

Architects & Engineering Fee	\$2,600,000
Geotechnical Engineer and Survey Team	\$300,000
Construction Management	\$450,000
Other Owner Consultants	\$50,000
Total Administration Building Design Costs	\$3,400,000



Fleet & Facility Services - 14000 Interurban Avenue, Tukwila, WA 98168 - 206-431-0166



④ TUKWILA PUBLIC WORKS FACILITY: EXISTING FACILITIES vs New Fleet & Facilities Building Site



MINER
2.52 ACRES



GEORGE LONG
3.63 ACRES
S M K S A R C H I T



LOMBACRES
21 ACRES



New Fleet & Facilities Building Site
LANDSCAPE
SITE 4 ACRES



Funding Path

As has been stated by Councilmembers, there is more funding available for public projects through grants this year. Recognizing these additional funding opportunities and knowing of these tight deadlines, on April 8th, the City applied for Congressman Adam Smith Community Project Funding, which would cover \$1.7M in design costs (with no match required) over the period of September 2022-September 2023. Staff also plan to apply for further grant funding in June or July. These grant funds could be used to offset the general fund portion of the design costs.

For this Public Works project, there has been a Council policy that the users who benefit pay their proportionate share. Therefore, 50% is funded from the general fund and 50% is funded from utilities (sewer, water, surface water), as outlined in the D20 Financing Model.

With the expected \$3.4M cost for design, \$1.7M will be paid for by the Enterprise Funds, which was included in the 2021-2022 Council Adopted Budget, and \$1.7M will come from the General Fund. Staff anticipate that the General Fund portion of the revenue could come from various sources. These could include grants, additional land sale proceeds, or other means.

Funding Path Scenario 1	
Enterprise Funds (Water, Sewer, Surface Water)	\$1,700,000
State Grant Funding	\$1,700,000
Total	\$3,400,000

Funding Path Scenario 2	
Enterprise Funds (Water, Sewer, Surface Water)	\$1,700,000
Portion of Excess Funds from George Long Shop Proceeds	\$1,700,000
Total	\$3,400,000

Staff will seek a Request for Qualifications proposal for the design work and return to Council in the next months with the results of the RFQ along with cost proposals to present opportunities to move forward, maintain project momentum, and ensure the City is prepared for the property transfer in the last quarter of 2023.

Next Steps

1. Staff works on the Council-adopted policy to consolidate all PW buildings in one place.
2. Completion of the Phase One Tenant Improvement Project and staff move in May 2023.
3. Start the procurement process for the A/E project team for the new Administration Building by advertising the Request for Qualifications in the second quarter of 2022.
4. Select the consultant and bring the contract to the Council for approval in the third quarter of 2022.
5. Bring the Schematic Design to Council to discuss updated cost estimates, square footage, design process, and project delivery options.
6. Examine funding path after grant options are finalized.
7. Start the building design and permitting process. In preparation for the design starting after the A/E team procurement, some of the Owner consultants, such as geotechnical engineers and survey team, will have to be selected and contracted to begin work on reports and survey.
8. Take ownership of the UPS property on November 1, 2023.

Fleet & Facility Services – 14000 Interurban Avenue, Tukwila, WA 98168 – 206-431-0166

9. Start construction of Administration Building to maximize development potential of newly acquired City property.
10. Test to fit for storage, covered parking areas, and decant facility.
11. Design the storage, covered parking areas, and decant facility.
12. Construct the storage, covered parking areas, and decant facility.
13. Achieve the combined Public Works Shops site to meet program projections.

Recommendation

Discussion Only.

Attachments: 2021 CIP page 56
A/E consultant RFQ Draft

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Public Works Shops

Project No. 91630601

DESCRIPTION: Construct a new City Public Works maintenance and operations center, combining all operational functions at one location. Facility may also include a City Clerk & Police Records Center and Police evidence storage.

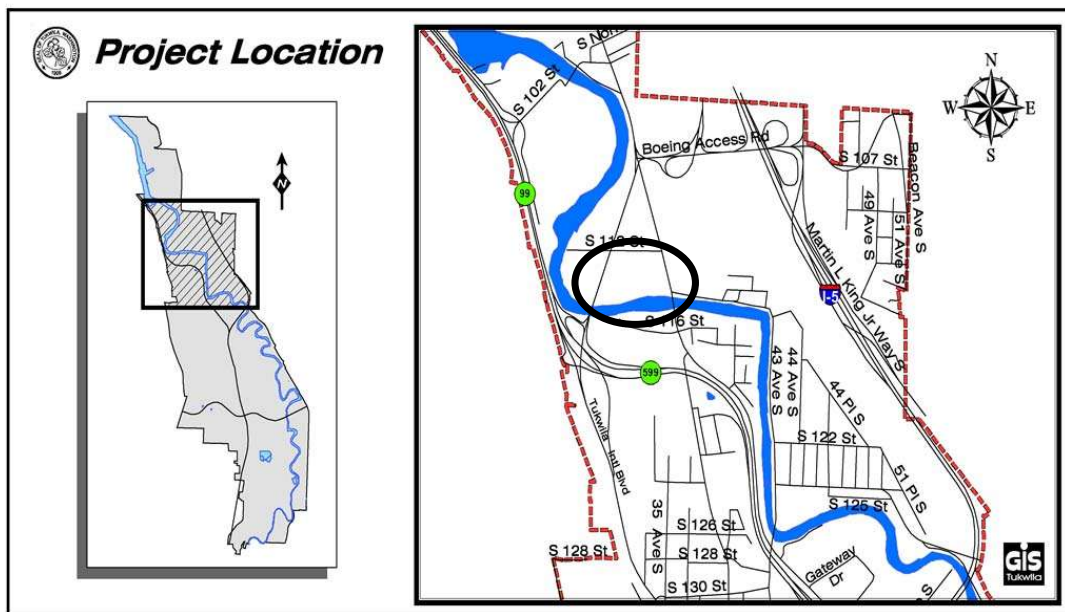
JUSTIFICATION: Existing Public Works operations and maintenance areas are inadequate structurally and seismically. Current land for staging dirt and vector materials is only temporary. Project includes selling dirt/vector land, Minkler Shops, and George Long Shops to acquire the real estate to build an equipment operations center that meets current codes.

STATUS: Separate from the Public Safety Plan. Was formerly known as City Maintenance Facility.

MAINT. IMPACT: Improves safety and efficiency for First Responders and maintenance operations.

COMMENT: Based on usage and benefits, it is estimated that the Water, Sewer, and Surface water enterprise funds will fund 50% of the Public Works Shops with the other 50% funded by Streets, Facilities, & Equipment Rental.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design/PM	722	300			500					1,522
Land (R/W)	25,462									25,462
Const. Mgmt.	11		1,050							1,061
Construction	14	624	7,517			20,000	20,000			48,155
TOTAL EXPENSES	26,209	924	8,567	0	500	20,000	20,000	0	0	76,200
FUND SOURCES										
Enterprise Funds	8,572	462	4,284		250	20,000				33,568
Councilmatic Bond	5,572					20,000				25,572
REET/ Funds	3,000		3,000							6,000
General Fund		462	1,283		250					1,995
306 Fund Balance	9,065	0	0	0	0	(20,000)	20,000	0	0	9,065
TOTAL SOURCES	26,209	924	8,567	0	500	20,000	20,000	0	0	76,200



City of Tukwila

PW Shops Admin Building Design

**Request for Qualifications Architectural
and Engineering Services**



April, 2022

**City of Tukwila
Request for Statement of Qualifications and Proposals
For Architectural Design Services for Tukwila PW
Department Maintenance Admin Building
at 11231 E Marginal Way S**

Submittal Deadline: March 14, 2022 by 5:00 PM

The City of Tukwila is soliciting Statements of Qualifications (SOQs) and requesting proposals for Architectural and Engineering Design Services for the planning and design of the Tukwila Public Works (PW) maintenance administration building.

The City requests a limit of thirty (30) pages total for the SOQ and proposal, including cover page, project examples and supplements. It is the City's intent to select an architectural firm based on qualifications, abilities, past performance, and availability to complete the work within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process.

Review of the SOQs and proposals and the final selection will be performed by a committee comprised of City staff and others.

Background information, consultant selection criteria and instructions for the preparation and submittal of SOQs and proposals may be obtained by contacting Hari Ponnekanti via email at hari.ponnekanti@tukwilawa.gov

SOQs and proposals are due by May XX, 2022, at 5:00 PM. The City will evaluate the proposals and select the highest-ranking firms for additional information and/or interviews. The final selection will be based on the combined score of the written SOQs and proposals and the interviews.

BACKGROUND:

City of Tukwila is consolidating its PW maintenance activities into one site. City of Tukwila Public Works Department started Phase 1 improvements for PW maintenance facilities at 11210 Tukwila International Blvd in 2019.

Then in July 2019, the City purchased property located at 11231 E Marginal Way South (Site). The City will have possession of the Site in October 2023. The City is soliciting proposals from qualified firms to study the existing Site facilities, prepare for demolition of the existing facilities, and design a new administration building meeting all current applicable codes.

In the final configuration, the consolidated site will house the Facilities, Fleet, Utilities and Streets departments of the Maintenance and Operations division of Public Works.

SCOPE OF WORK:

The City of Tukwila is seeking a firm to provide professional architectural services required for facilities assessment, planning, design, and construction of new facilities, and demolition of existing structures. Services will include, but are not limited to architectural services, programming, master plan development with phases, cost estimating, structural engineering, MEP (mechanical, electrical, plumbing), and civil engineering.

SUBMITTAL DEADLINE:

The City must receive SOQs and proposals by 5:00 PM on March 14, 2022. SOQs and proposals must be delivered to the address listed below. Faxed or emailed SOQs and proposals will not be accepted. Please direct all questions to Cody Gray via email to Cody.Gray@tukwilawa.gov

City of Tukwila
Attention: Cody Gray
6200 Southcenter Boulevard STE 100
Tukwila, WA 98188

QUESTIONS

All questions should be directed to Cody Gray via email to Cody.Gray@tukwilawa.gov. No other form of questions will be accepted. Questions received after 5:00 pm on February 28, 2022, may not be answered. If an addendum to this RFQ is needed, it will be published no later than 4:00pm on March 7, 2022.

Rejection of Submittals

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This request for SOQs and proposals does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their SOQs and proposals. Furthermore, this request for SOQs and proposals does not obligate the City to accept or contract for any expressed or implied services.

SUBMITTAL REQUIREMENTS:

- 1) Cover Letter: The cover letter shall briefly summarize the firm's qualifications and past experience relevant to the scope. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
- 2) Outline your firm's experience on the scope of work required for the appropriate discipline.
- 3) Describe your firm's overall approach, including organization and work tasks necessary to accomplish the objectives. If it is your firm's practice to have specific sub-categories of the Scope of Work, performed by consultant(s), please identify the consultant(s) you anticipate using for a Contract, indicate their specific role(s), and outline their experience on similar or related work.

- 4) Describe your quality control process.
- 5) Identify qualifications/expertise of the key personnel on your team; and evidence of availability of staff to begin immediately upon awarding of the contract.
- 6) Provide a list of key personnel, including consultants' personnel indicating the specific role of each, and clearly identify the Project Manager.
- 7) Provide a professional resume for each of the named key personnel, indicating the extent of his/her experience on projects related to this type of work. Each of the key personnel suggested for use on the project must have current professional registration or certification and, if applicable, be currently licensed with the State of Washington.
- 8) Past performance and record of successful completion of public works shops facilities of similar size and scope:
 - a) Describe any previous projects (firm and individual) of similar scope to our project and include a description of specific responsibilities of relevant team members on such projects.
 - b) Note any information useful in demonstrating successful results on prior projects.
 - c) Provide reference contact names, phone numbers, and addresses related to the above prior projects.
- 9) Provide written summary of firm's history of collaborating with DBE/WMBE firms as part of your team on previous similar projects. Describe approach to maximize their participation.

CONSULTANT EVALUATION CRITERIA:

Consultant's SOQ and proposal will be evaluated based on the criteria listed in this section. In preparing the SOQ and proposal, it is important to clearly demonstrate expertise in the areas described in this document. The SOQ must demonstrate expertise and the availability of experienced personnel in all of the areas described in the appropriate disciplines, either through in-house staff or with consultants.

Firms are encouraged to identify and clearly label in their SOQ how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the RFQ package, and if applicable, during an interview and reference review process. The City reserves the right to request additional information or documentation from the firm regarding its SOQ documents, personnel, or other items in order to complete the selection process.

The following criteria, with a point system of relative importance with an aggregate total of 100 points, will be utilized to evaluate the qualifications of each firm:

Evaluation Criteria Weighting

Statement of Qualifications (SOQ)

- a) Staff Qualifications: **14 points**
- b) Past performance on other campus facilities study projects or relevant projects:**10 points**
- c) Project approach: **10 points**
- d) Past examples of Master Planning efforts with multiple phases: **6 points**
- e) Self-performed work, firm location, current workload: **6 points**
- f) DBE/MWBE approach: **4 points**

Subtotal: 50 points

Interviews

- a) Presentation: Clarity and thoroughness of presentation and the firms
- b) understanding of and approach to the requirements of the Project. **20 points**
- c) Specific Questions: Thoroughness and insight in providing direct and clear answers to the questions asked. **20 points**
- d) Communication: Overall quality of the team's presentation, including interpersonal communications between team members and the interview panel. Quality of questions asked by the firm. **10 points**

Subtotal: 50 points

The firm receiving the highest combined score as a result of the SOQ and Proposals and interviews will be selected to enter into an agreement with the City.

As part of the evaluation, the City will consider prior experience with similar types of project planning and design to be a significant component of the proposal from the successful firm or team. In particular, the City places substantial emphasis on providing an efficient public facilities campus that minimizes on-going maintenance efforts by its crew.

SUBMISSION REQUIREMENTS:

- 1) Upon receipt of each SOQ and proposal, the City will stamp it to confirm that it was submitted prior to the deadline. Upon request, the City will provide the firm with an acknowledgement of receipt. All SOQs and proposals received will become the property of the City and will not be returned.
- 2) Required Number of Copies: Firms responding to this RFQ shall submit five (5) hard copies and one (1) electronic copy on a flash drive of its SOQ and proposal to the address listed above.

SELECTION PROCESS:

All responses to this RFQ will be screened for eligibility. As time permits, a selection panel will rate eligible responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to

request additional information, and to interview firms to discuss their SOQs. It is the City's intent to interview up to three firms based upon the submitted written materials.

- 1) This solicitation does not obligate the City to award a contract to any respondent. At its option, the City reserves the right to waive any informality or irregularities in the SOQs and proposals and/or to reject any or all submittals.
- 2) The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
- 3) If the City awards a firm the contract to provide architectural services, the successful firm shall be issued a written Notice of Intent to Award. The successful firm shall execute an agreement acceptable to the City within thirty (30) days from the date of Notice of Intent to Award. Failure by the successful firm to execute an agreement within the stipulated 30-day period shall constitute non-conformance with the RFQ, allowing the City to unilaterally withdraw and terminate such intent to award.
- 4) The City reserves the right to award the contract to the next most qualified firm, if the successful firm does not execute a contract within the 30 days from the date of the Notice of Intent to Award.
- 5) The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFQ.
- 6) Approximate Selection Timeline:

Questions Deadline:	February 28, 2022
RFQ Deadline:	March 14, 2022, at 5:00pm
Consultant Shortlist:	Week of April 4, 2022
Consultant Interviews:	Week of April 11, 2022
Consultant Selected:	Approximately May 2, 2022
Scope and Fee Negotiations:	Week of May 2, 2022
Agreement Approval by Council:	June 2022
Execute Contract:	Approximately July 2022

ADMINISTRATIVE INFORMATION:

- 1) Minority-owned and Women-owned Business Enterprises: The City strongly encourages minority owned and women owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this RFQ, to participate as partners, or to participate in other business activity in response to this RFQ.
- 2) Basic Eligibility: Any successful firm must be licensed to do business in the State of Washington, the City of Tukwila and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with the City.
- 3) Payment Requirements: Firms should be aware that the City will only make payments on invoices after the work being billed has been completed and will pay reimbursable expenses to the firm only upon receipt of an itemized invoice for the reimbursable expenses. No advance payments will be made to the firm and the firm must have the capacity to meet all project expenses in advance of payments by the City.

- 4) Approval of Consultants: The City retains the right of final approval of any consultant of the selected firm who must inform all consultants of this provision.
- 5) Documents Produced: All construction drawings, reports, specifications, and other documents produced under contract to the City must be submitted to the City in both hard copy (Mylar) and a digital format that meets the City's requirements, using Microsoft Office, Adobe Acrobat and/or AutoCAD products. All documents shall become the exclusive property of the City.
- 6) Civil Rights: The City of Tukwila embraces civil rights and equal opportunity. If any events occur involving the firm or subcontractors that would violate those rights, then the firm shall take full responsibility for said actions.
- 7) Insurance: Successful consultant will be expected to enter into a standard City of Tukwila Consultant Agreement (Agreement), that includes the standard general insurance requirements as follows:

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

- 8) Minimum Amounts and Scope of Insurance: Consultant shall obtain insurance of the types and with the limits described below:
 - a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b) Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 - c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d) Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 9) City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the

Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

- 10) Other Insurance Provision: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- 11) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 12) Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- 13) Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 14) Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

PUBLICATION:

The RFQ shall be published in Seattle Times and The Daily Journal of Commerce.

END OF REQUEST FOR QUALIFICATIONS



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
BY: Sherry Edquid, Project Manager
CC: Mayor Allan Ekberg
DATE: April 15, 2022
SUBJECT: Tukwila 205 Levee Certification Project
Project No. 91341203
Introduction to Levees

ISSUE

Provide the Council with a general overview of levees within the City and an introduction to the Tukwila 205 Levee Certification Project.

BACKGROUND

Levees are manmade structures typically built parallel to a river designed to contain, control and/or divert floodwaters thereby reducing the risk from temporary flooding on the landward side. However, they do not eliminate flood risk altogether.

In the Green-Duwamish watershed, an integral part in minimizing flood risk is the Howard A. Hanson Dam, which is located in the upper watershed, 21 miles upstream from the City of Auburn. The dam’s primary purpose is to provide flood risk reduction in the winter and provide additional flow for fish in the summer and early fall. Flood risk reduction is accomplished by capturing water runoff from the upper watershed and releasing it under controlled conditions. Both the dam and the levee system work in conjunction to reduce flooding in the lower Green River to a fraction of what it once was. The dam was formerly thought to control water up to a 500-year flood event but recently the Army Corps of Engineers (Corps) revised the dam capacity to just 140-year flood event.

DISCUSSION

There are several levees along the Green River and within the City that provide various levels of flood protection. The King County Flood Control District (District), as a special purpose government, assists the City in managing, maintaining, funding, and oversight of these levees.

The levee certification process is expected to lead to additional levee repair projects that are required to meet the certification criteria. Certification is valid for a 10-year period. A levee assessment has been completed for the Tukwila 205 Levee. The study found approximately 80% of the levee could not be certified in its current condition and will require repair or reconstruction. The City and the District are working jointly to maintain Federal Emergency Management Agency (FEMA) certification along with making levee improvements to withstand 500-year flood events, all while integrating habitat restoration, flood storage, and recreation.

The City has petitioned the King County Flood Control District to make levee improvements to upgrade the 205 Levee to provide a minimum of 100-year level of protection, and where construction is needed, construct to a 500-year level of protection. KCFCD has agreed to begin design of several projects in 2020, which will take approximately 15 years to complete and will require extensive work with the City of Tukwila and property owners.

FINANCIAL IMPACT

The overall construction costs of the Tukwila 205 Levee is estimated to be around \$200 million and the majority of that is funded by the King County Flood Control District (KCFCD).

RECOMMENDATION

Discussion only.

Attachments: 2021 CIP pg. 86
Levees Presentation
Tukwila Levees

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Tukwila 205 Levee Certification

Project No. 91341203

DESCRIPTION: Reconstruct the Tukwila 205 Levee to provide 500-year level of flood protection and obtain levee certification.

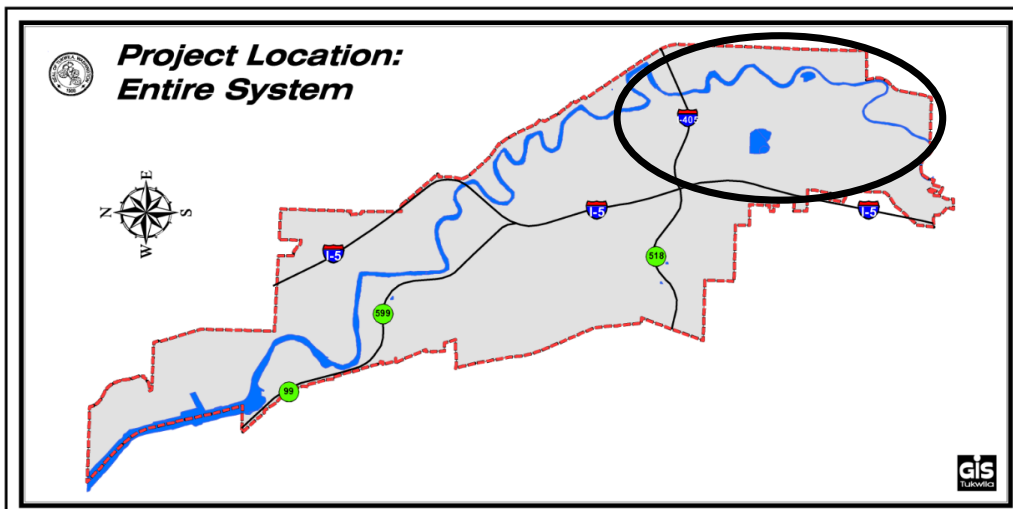
JUSTIFICATION: The US Army Corps of Engineers no longer provides levee certification services to federally authorized levees. The existing certification expired in August 2013. Certification is required for the Federal Emergency Management Agency to accreditate the levee system as providing a 100-year level of flood protection. A study of the Tukwila 205 Levee found approximately 80% of the levee could not be certified in its current condition and will require repair or reconstruction.

STATUS: A levee assessment has been completed.

MAINT. IMPACT: Certification process is expected to lead to additional levee repair projects that are required to meet the certification criteria. Certification is valid for a 10-year period.

COMMENT: The City has petitioned the King County Flood Control District to make levee improvements to upgrade the 205 Levee to provide a minimum of 100-year level of protection, and where construction is needed, construct to a 500-year level of protection. KCFCD has agreed to begin design of several projects in 2020, which will take approximately 15 years to complete and will require extensive work with the City of Tukwila and property owners. A full time employee to monitor this project will be required and listed in 2021 through 2026.

FINANCIAL (in \$000's)	Through	Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL	
EXPENSES											
Certification Phase I	350									350	
Certification Phase II	229		500	500	500	500	500	500		3,229	
Design										0	
Const. Mgmt.					150	150	150	150		600	
Construction										0	
TOTAL EXPENSES	579	0	500	500	650	650	650	650	0	4,179	
FUND SOURCES											
KC Flood Control	236				150	150	150	150		836	
Proposed Grants										0	
Mitigation Actual										0	
Mitigation Expected										0	
Utility Revenue	343	0	500	500	500	500	500	500	0	3,343	
TOTAL SOURCES	579	0	500	500	650	650	650	650	0	4,179	





Introduction to Levees

Presentation

April 18, 2022

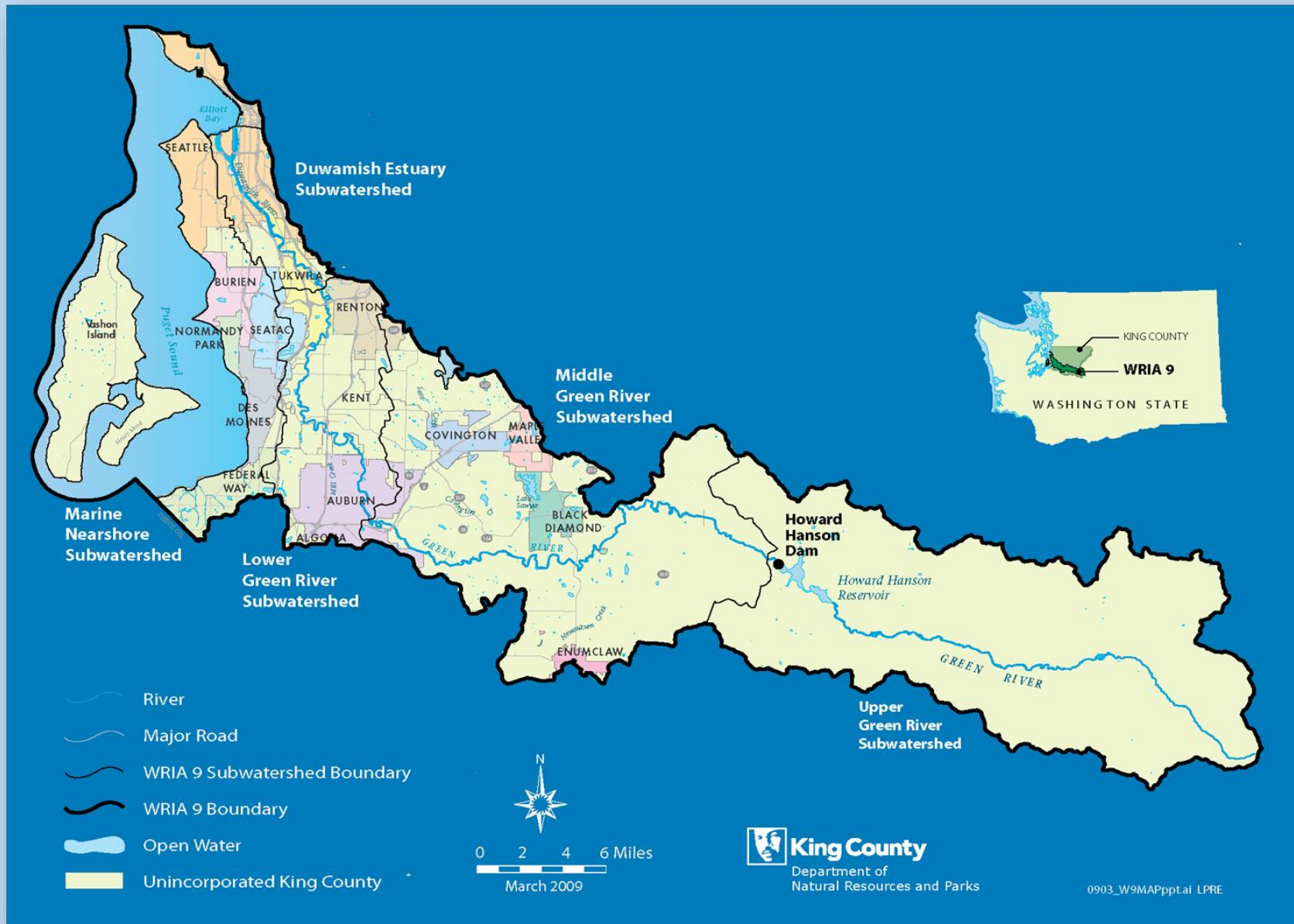


Agenda

- Watershed Overview
- History
- Howard A. Hanson Dam
- Levee Vocabulary
- Flood Hazard Management
- Flood Control Basics
- Levees in Tukwila
- Future Floodplain Management
- Flooding Notification



Green-Duwamish River Watershed





Historical Flooding

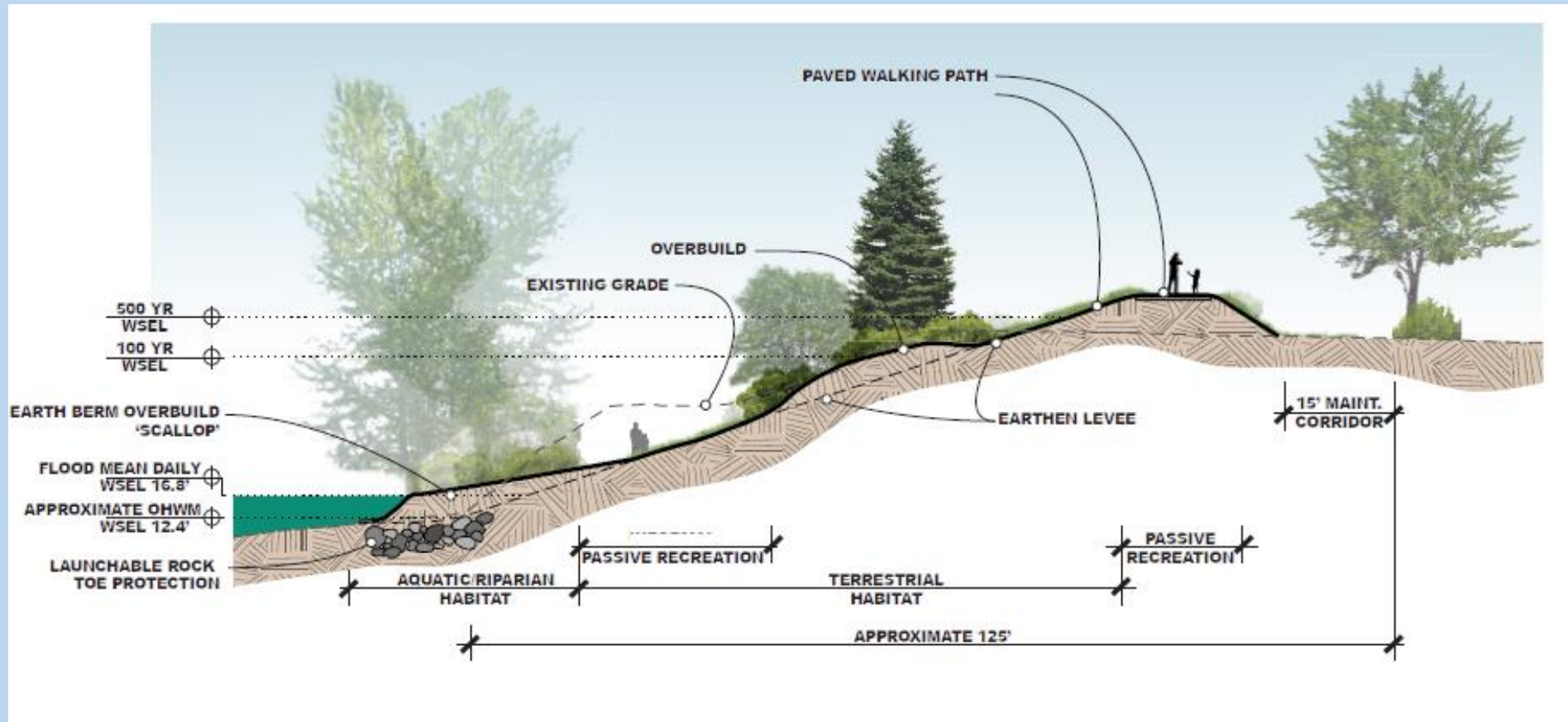
November 22 & 23, 1959
Flood Event

Howard A. Hanson Dam



Definition of a Levee

Manmade structure(s) typically built parallel to a river designed to contain, control and/or divert floodwaters thereby reducing the risk from temporary flooding on the landward side. However, they do not eliminate flood risk altogether.



How do we measure floods on the Green River?

Flood Phase Thresholds for Green River

Phase	Green River at Auburn Gage (RM 32) *	Flood Frequency
1	5,000 cfs	Routine wet season high flow
2**	7,000 cfs	Peak flow exceeded 15 of last 20 years
3	9,000 cfs	Median estimate of 2-year flood
4	12,000 cfs	10- to 100-year flood (2006 and 2009 floods)

* Auburn - US Geological Services Gauge <https://waterdata.usgs.gov/monitoring-location/12113000/#parameterCode=00060&period=P7D>

** King County Flood Warning Center Opens

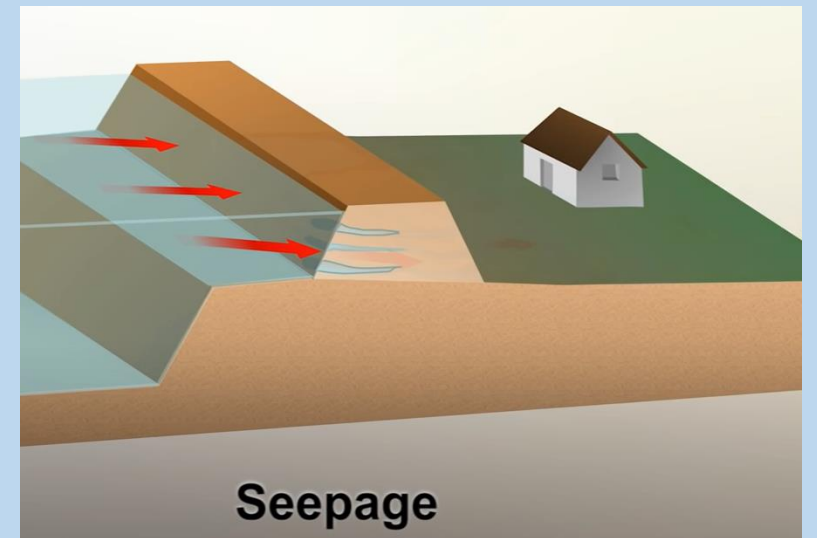
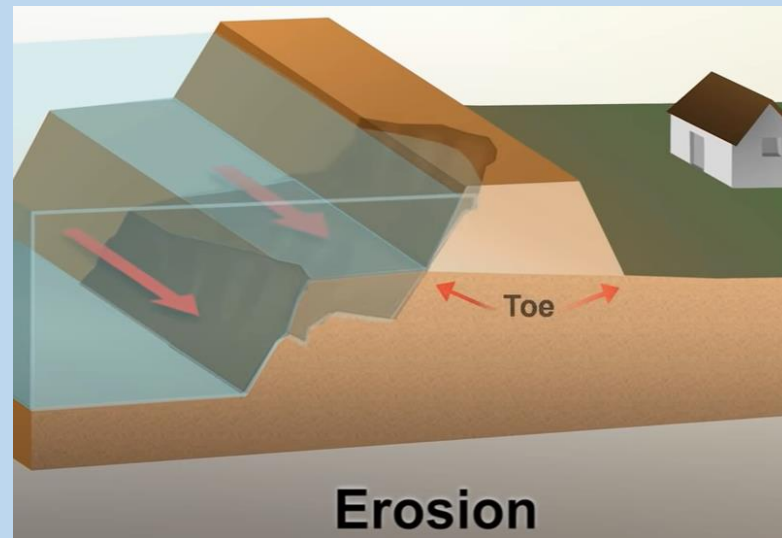
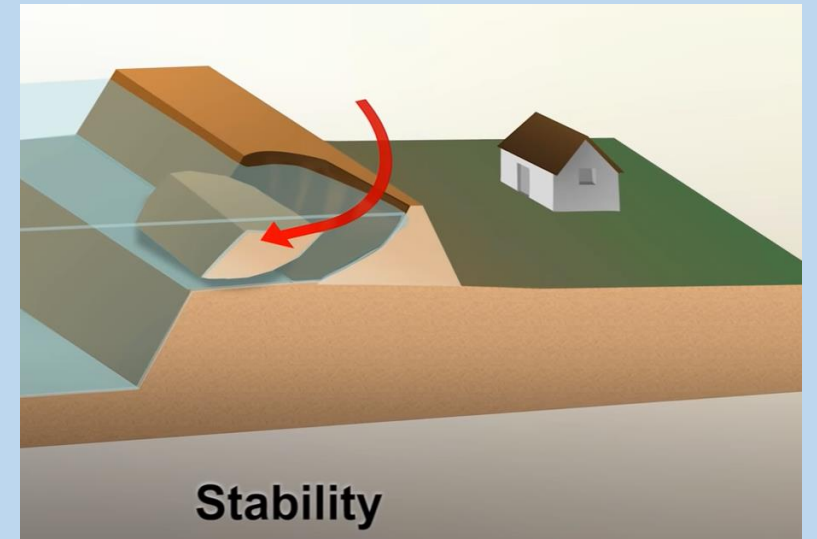
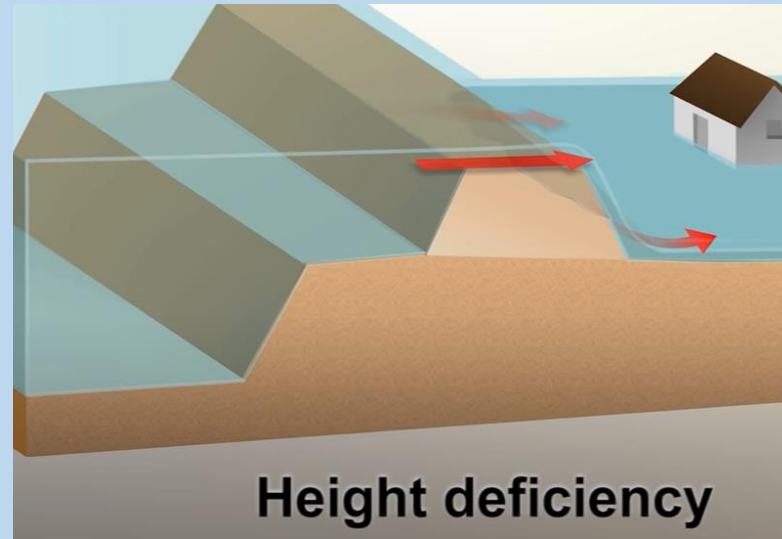
Levee Failure Rates

Over 30-Year Period



Figure 1. Likelihood of flooding from a 100 to 500 year-flood event during a 30-year period. (From the National Committee on Levee Safety).

Why do levees fail?



Desimone Levee

February 7, 2020 Damage Occurred – 11,700 CFS



Seepage occurring and water pooling on landward side of the levee.

Tukwila 205 Levee

- Levee last built/modified in 1964
- Levee is currently not certified nor accredited by FEMA due to:
 - Embankment and foundation stability
 - Steep riverward slopes
 - Not meeting freeboard elevation



Lower Green River Corridor Flood Hazard Management Plan



22,000 people living in the Valley and floodplain



Over 100,000 jobs



Over \$37 million in income from businesses of all sizes, including companies like Boeing, Starbucks, REI, IKEA, and Blue Origin



The 2nd-largest industrial park on the West Coast and the 3rd-largest warehouse and distribution center in the country



Major transportation routes and public facilities, including hospitals and schools



Threatened salmon and other aquatic animals



Farming



Parks, trails, and natural areas

Be
Prepared

The logo consists of a white square with an orange border. Inside, the text "King County" is in blue, "FLOOD" is in large blue letters, and "ALERT" is in white letters on a blue background.

<https://green2.kingcounty.gov/floodalertsystem/>
or download the Flood Warning App





The logo features the text "BE FLOOD READY" in large, bold letters. "BE" and "READY" are white, while "FLOOD" is cyan. Below it, the subtitle "YOUR GUIDE TO FLOOD PREPAREDNESS IN KING COUNTY" is written in smaller cyan letters.

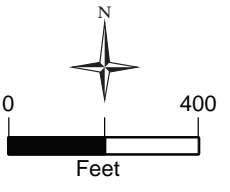
https://your.kingcounty.gov/dnrp/library/water-and-land/flooding/Flood-Brochures/2021-2022-flood-brochures/KCFCD_Mailer2021_County_Final.pdf



King County Flood Warning Center and Information Line: Connect to a representative during a flood and year-round access to automated flood phase information, river gage readings, and emergency sandbag distribution locations.
206-296-8200 or **800-945-9263**

**Green/Duwamish River
GD1 - 2017**

-  Levee/Revetment
-  1/10 River Mile
-  King County Outfall
-  City Boundary




King County
Department of
Natural Resources and Parks

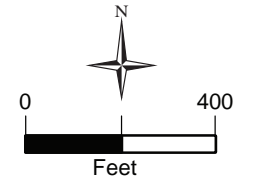
For Official Use Only



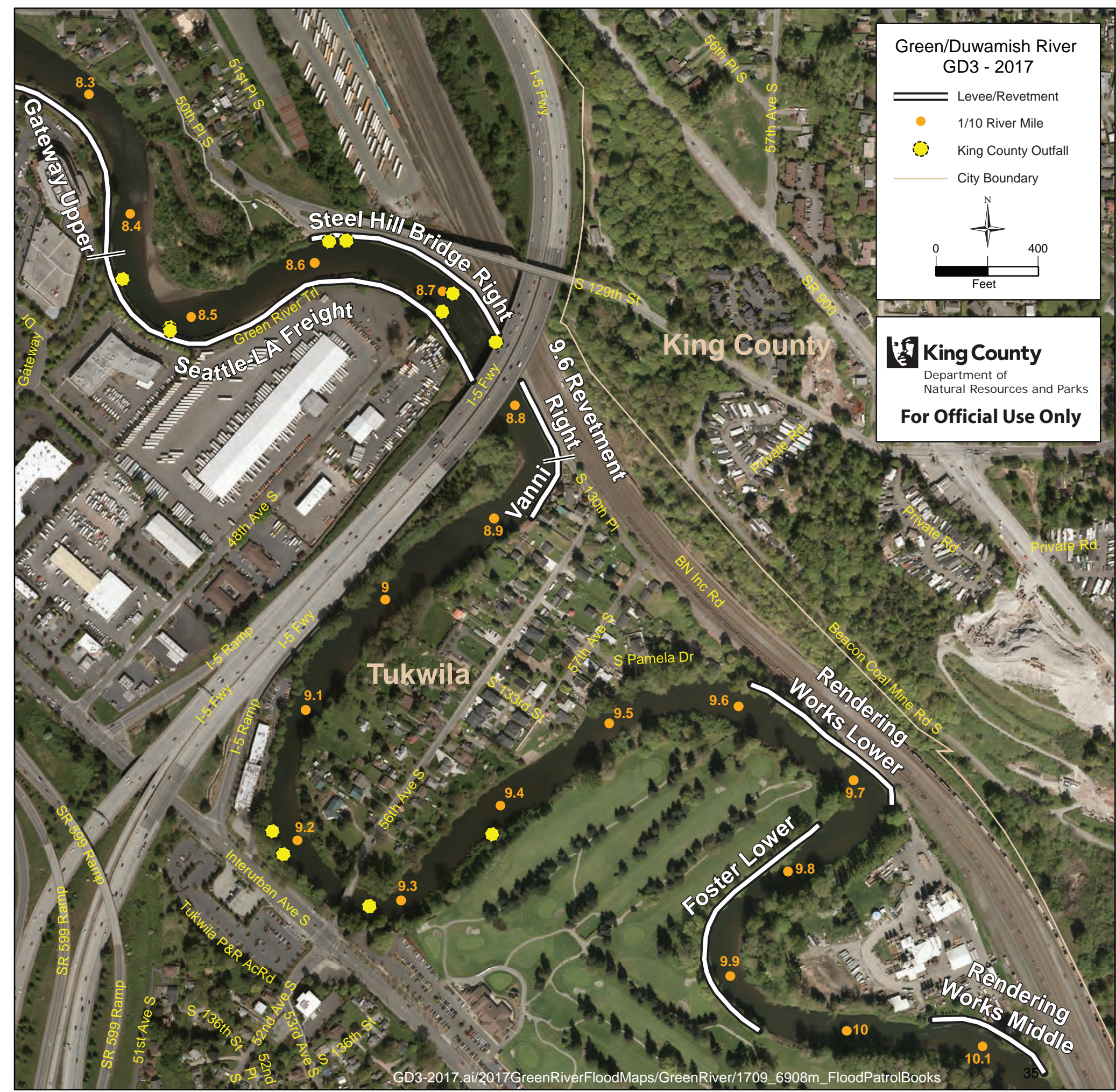


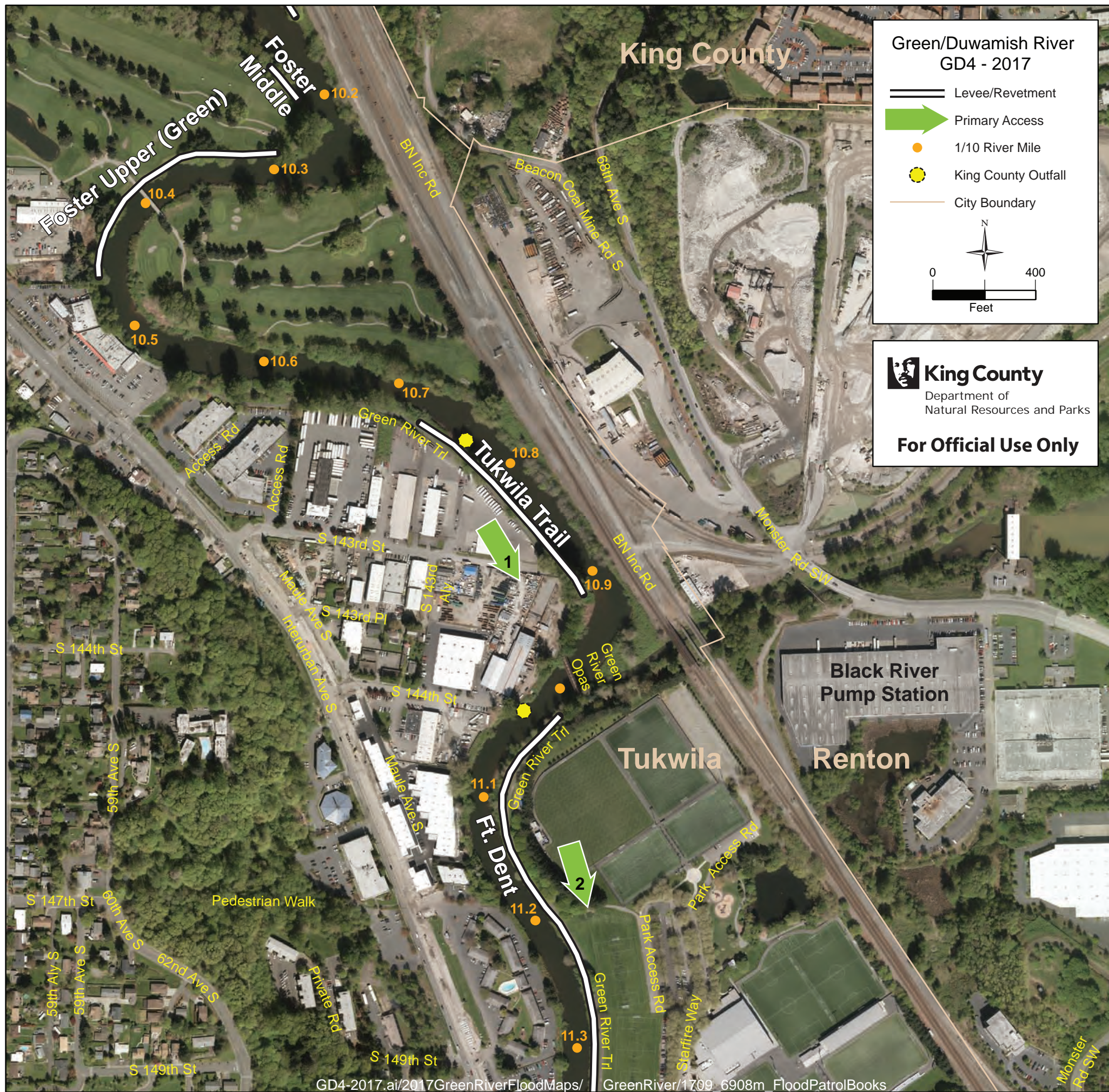
Green/Duwamish River
GD3 - 2017

-  Levee/Revetment
-  1/10 River Mile
-  King County Outfall
-  City Boundary



 **King County**
Department of
Natural Resources and Parks
For Official Use Only





**Green/Duwamish River
GD4 - 2017**

- Levee/Revetment
- Primary Access
- 1/10 River Mile
- King County Outfall
- City Boundary

N

0 400
Feet

King County
Department of
Natural Resources and Parks

For Official Use Only







**Green/Duwamish River
GD7 - 2017**

- Levee/Revetment
- Primary Access Point
- 1/10 River Mile
- Tukwila Outfall
- King County Outfall
- Evacuation Route
- City Boundary

0 400
Feet

King County
Department of
Natural Resources and Parks

For Official Use Only



**Green/Duwamish River
GD8 - 2017**







- Levee/Revetment
- Primary Access Point
- Secondary Access Point
- 1/10 River Mile
- Kent Outfall
- King County Outfall
- City Boundary

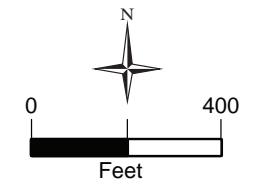
0 400
Feet

King County
Department of
Natural Resources and Parks

For Official Use Only

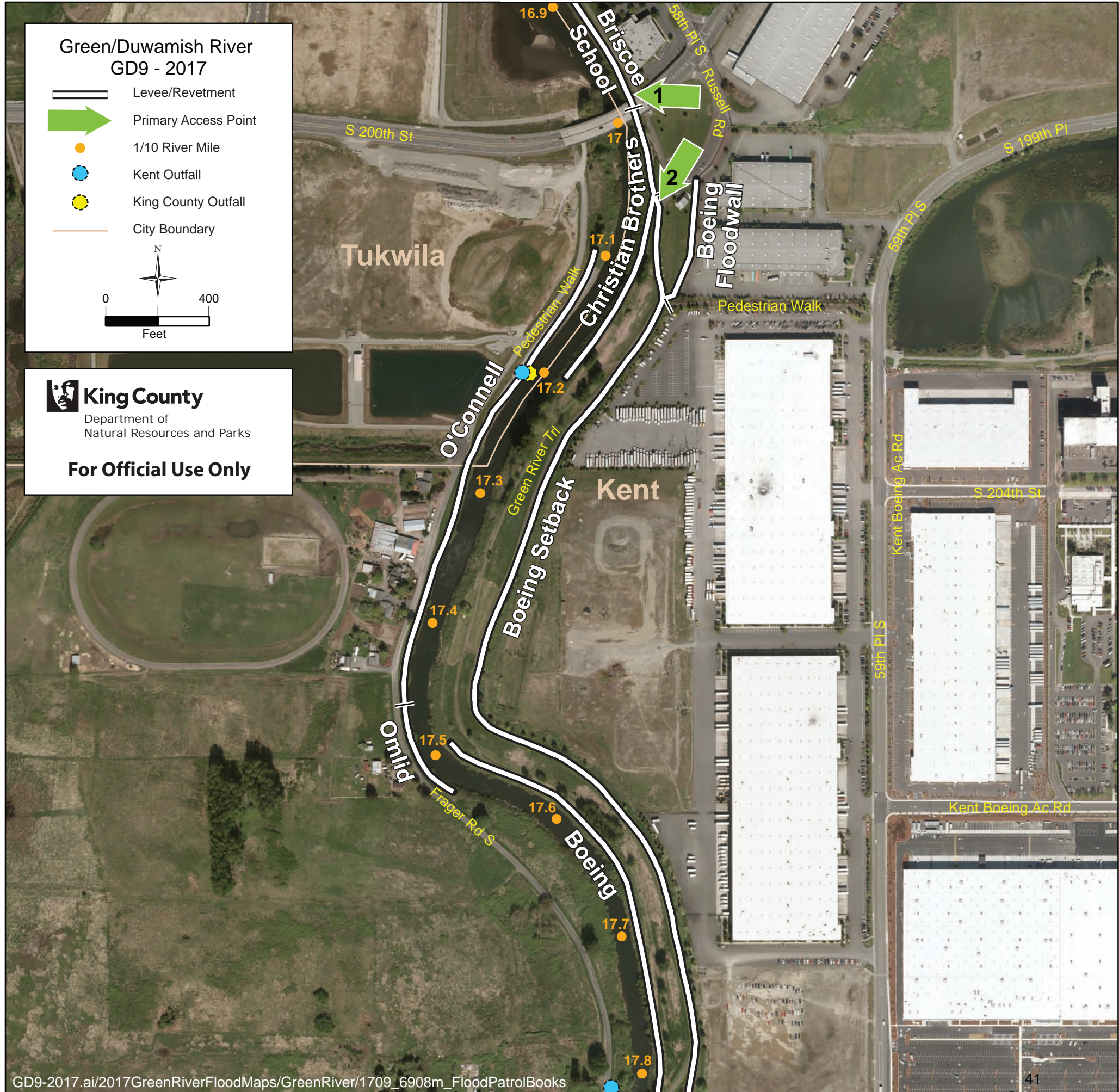
**Green/Duwamish River
GD9 - 2017**

-  Levee/Revetment
-  Primary Access Point
-  1/10 River Mile
-  Kent Outfall
-  King County Outfall
-  City Boundary



 **King County**
Department of
Natural Resources and Parks

For Official Use Only





INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Cyndy Knighton, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **April 15, 2022**
 SUBJECT: **Transportation Element to the Comprehensive Plan Update**
Project No. 82010405
Consultant Agreement

ISSUE

Execute an agreement with Fehr & Peers to provide transportation modeling services in conjunction with the 2024 update to the Transportation Element of the City's Comprehensive Plan.

BACKGROUND

Since 2005, the City has used Fehr & Peers to maintain the City's transportation model and develop the Background Report to the Transportation Element. It is now time to begin work toward the next update to the Transportation Element, which must be in place by June 2024. In 2020, a new Concurrency Test Fee schedule was implemented, updating the fee schedule that hadn't been increased since inception. The Concurrency Test Fee is intended to be a funding source for the routine updates to the Transportation Element, including traffic data collection and Concurrency Reports done as needed in between the major Update efforts. 09

DISCUSSION

Fehr & Peers has worked closely with City staff since 2002 in developing the original model, as well as maintaining it on an annual basis. This familiarity ensures a seamless update to the Transportation Element. In 2010, Tukwila, along with Fehr & Peers, was one of the first jurisdictions in the country to try a recently published Multi-Modal Level of Service (MMLOS) methodology in the Highway Capacity Manual (HCM). That effort had ARRA funding provided by the Federal government as a stimulus during the Great Recession. Staff found that at least for Tukwila, the HCM methodology did not work and not MMLOS standard was adopted. Since that time, MMLOS methodologies have matured, and staff expects to be able to apply one to Tukwila's system and begin implementation. Updating the work done in the Walk and Roll Plan and the Transit Network plan will also be completed. A review of Tukwila's impact fee program to include MMLOS projects and any other necessary changes, as well as a new look at the current fiscal climate, will also be done. Additionally, Fehr & Peers will help staff develop a Road Safety Plan which will open up new grant sources for project implementation.

FINANCIAL IMPACT

The 2021 budget has \$400,000 for this work. The 2020 budget of \$200,000 was not rolled over into 2022 as the contract was not in place before the end of last year. Additional funding may still be required to complete all the work that is scoped out in the attached contract, but the tasks that are able to be completed in 2022 total \$396,993.43. Allowing the project to begin now with the available funding will provide opportunities to re-evaluate scope and budget needs for the remaining tasks and could reduce the overall scope and budget needs through efficiencies or changes of direction as the work progresses. Staff is currently analyzing budget availability that may come up in 2022 that could be allocated to the remaining work but ultimately the Council will be asked to provide the remaining budget in the 2023-2024 budget process starting later this year.

	<u>Cost Estimate</u>	<u>2022 Budget</u>
Fehr & Peers Contract	\$396,993.43	\$400,000.00

RECOMMENDATION

The Council is being asked to approve the Consultant Agreement with Fehr & Peers in the amount of \$396,993.43 and consider this item on the Consent Agenda at the May 4, 2022 Regular Meeting.

ATTACHMENTS: 2021Page 17, CIP
Consultant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Transportation Element of Comprehensive Plan** Project No. 82010405

DESCRIPTION: Update Transportation Element of the Comprehensive Plan to include updated traffic model and street network plan.

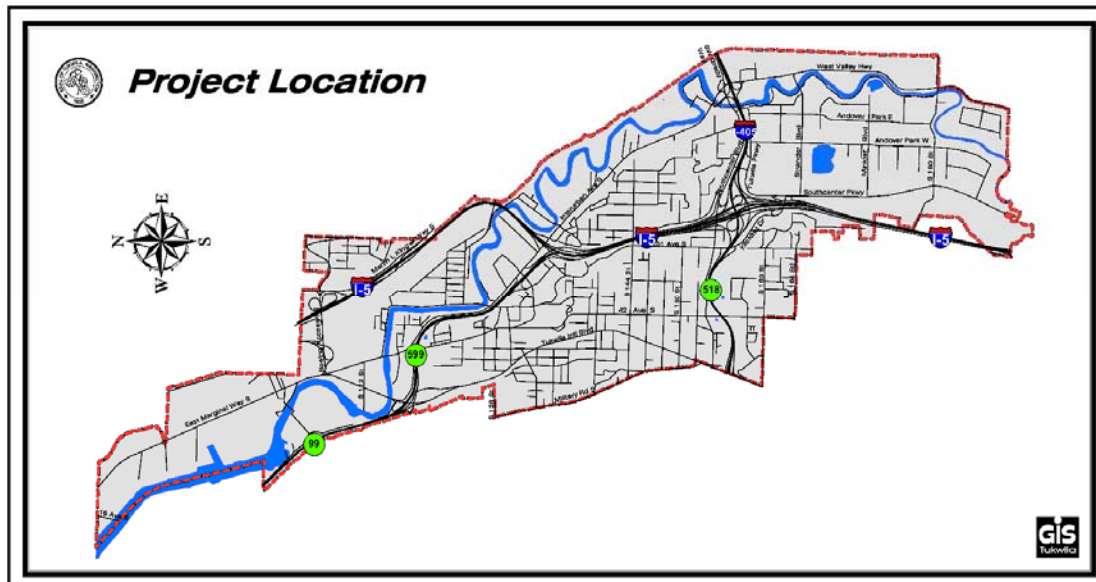
JUSTIFICATION: Growth Management Act transportation concurrency and traffic impact mitigations need updated traffic and capital planning. Adoption by 2021 required by Community Trade and Economic Development (CTED).

STATUS: Update every 8 years. Transportation Element will be coordinated with updates to Comprehensive Plan by the Department of Community Development. Next update is scheduled for 2021.

MAINT. IMPACT: None.

COMMENT: An update to the Transit Plan and incorporation of the Walk and Roll Plan (non-motorized) are included in the 2021 Transportation Element of the Comp Plan update.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
EXPENSES											
Design	529	200	400							650	1,779
Land (R/W)											0
Const. Mgmt.											0
Construction											0
TOTAL EXPENSES	529	200	400	0	0	0	0	0	0	650	1,779
FUND SOURCES											
Awarded Grant	70										70
Proposed Grant											0
Mitigation											0
Impact Fees											0
City Oper. Revenue	459	200	400	0	0	0	0	0	0	650	1,709
TOTAL SOURCES	529	200	400	0	0	0	0	0	0	650	1,779





PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

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

1. **Project Designation.** The Consultant is retained by the City to perform Transportation Planning and Modeling services in connection with the project titled Transportation Element of the Comprehensive Plan.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2023, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2023 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$396,993.43 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

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

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

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

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

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant. In the event of termination of this Agreement, the City shall pay the Consultant for all services performed by the Consultant in accordance with this Agreement to the date of termination.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

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

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No

amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

City of Tukwila Transportation Element Update

Fehr & Peers Scope of Work – March 15, 2022

This scope is divided into two sections to identify the year in which tasks are expected to be completed. The first section identifies tasks that can be achieved in the current calendar year, 2022. The second section details optional tasks which may likely be completed in 2023, pending refinement and authorization from City staff. This will allow the project team to right-size tasks based on findings from the public outreach process, existing conditions analysis, and the development of goals and performance metrics.

Task 1A - Project Management

The objective of this task is to ensure effective and efficient communication between the Consultant team and the City project team to anticipate and resolve problems and assure the project deliverables meet the City's expectations. We will be responsible for proactively managing the tasks and providing all services and work needed to complete the project. We will communicate with the City if there is a potential impact to the schedule due to outstanding data needs or decisions made by City Staff.

1.1 Kick-Off Meeting

Fehr & Peers will attend a Project Kick-Off meeting with the project team to review and approve the allocation of project responsibilities, discuss project goals, objectives, schedule and risks; and strategize effective ways to engage and involve the community and stakeholders. Up to three (3) Consultant team members will attend the Project Kick-Off meeting.

Deliverables:

- Meeting agenda and notes recapping action items and next steps.

1.2 Project Management and Communication

Fehr & Peers will lead biweekly project team meetings. Project team meetings are anticipated to be half-hour check-in calls with in-person meetings scheduled as needed.

Deliverables:

- Biweekly project team meeting notes
- Monthly invoices showing the previous month's billing by hours and tasks, and a project status report by task



Task 2 – Transportation Goals and Policy Review

Over the years, the City has undertaken a number of efforts related to transportation planning. The purpose of this task is to identify a single, unified set of transportation priorities that advance the City's overall vision for transportation. It is assumed that these goals will set the framework for updates to the City's transportation policies, including level of service and administrative policies. Once we have defined Tukwila's vision for mobility, we will work with the City to define what transportation success looks like and how to measure it.

2.1 Transportation Goals Workshop

Fehr & Peers staff will lead a two-hour workshop with Tukwila staff (representing various departments such as Public Works, Community Development, Parks & Recreation, Finance, and key elected officials) to identify 4-6 priorities. Fehr & Peers will strategize with City staff on best framing for the conversation to ensure a productive workshop. We anticipate that this task would occur concurrently with Task 3, leveraging existing conditions data to help inform the identification of transportation priorities and development of goals.

Fehr & Peers will produce a summary of the workshop for the project record, identifying apparent transportation concerns, issues, and priorities to help guide the balance of the project. The City will review the summary and provide one round of comments and recommendations.

Deliverables:

- Workshop materials including the meeting agenda, PowerPoint slides, and meeting notes.

2.2 Develop Goals

Based on the outcomes from the workshop, Fehr & Peers will develop proposed language for Transportation Element goals. We will develop a brief memorandum, which summarizes the goals and how they relate to the Comprehensive Plan. The City will review the memorandum and provide one round of comments and recommendations.

Deliverables:

- Brief memorandum summarizing proposed goals for mobility in Tukwila.

2.3 Transportation Element Policy Review

Fehr & Peers and City staff will review the existing transportation policies in the Transportation Element. Fehr & Peers will offer its comments on the existing transportation policies. We will work with City staff to revise the existing transportation policies and propose new policies.



Task 3 – Assess Trends and Conditions

This task establishes this baseline understanding of existing conditions in Tukwila.

3.1 Review Existing Plans and Related Documents

The objective of this task is to review existing documents that are related to or help inform development of the Transportation Element. As part of this review, we will document projects that are currently planned in previously adopted plans and may be incorporated in the draft project list for prioritization. The project list will be sorted by source and include a brief project description, and cost information as available. The list includes:

- City of Tukwila Comprehensive Plan Transportation Element (2015)
- Capital Improvement Program (CIP) for 2021-2026
- Traffic Impact Fee Rate Study
- Tukwila Transit Plan Update (2016)
- City of Tukwila's Non-Motorized Walk and Roll Plan (2009)
- Ryan Hill Neighborhood Study (2018)
- Southcenter Subarea Plan and Design Manual (2014)
- METRO CONNECTS Long Range Transit Plan from King County Metro (2017)
- STRIDE BRT S2 Line from Sound Transit (2021)
- Vision 2050
- King County Countywide Planning Policies

The City and the Fehr & Peers will work together to identify the planned transportation facility improvements by Tukwila, and other agencies including Renton, SeaTac, Burien, Kent, and WSDOT on I-5, I-405, and SR 518.

Deliverable:

- Spreadsheet of projects that are currently planned as part of previously adopted plans that may be incorporated in the draft project list.

3.2 Data Collection

Fehr & Peers will work with the City to review available data. The City will be responsible for providing data, such as:

- Number of vehicular travel lanes
- Posted Speed Limits
- Intersection Controls
- Marked Crosswalk locations
- Roadway Classification
- Freight Roadway Classification
- Planned Bicycle Facilities
- Existing Bicycle Facilities



- Sidewalk Gaps
- Existing Sidewalks
- Freight Volume
- Planned Roadway Facilities
- Transit Routes
- Transit Stops
- Land Use maps

In addition to data listed above, we will download collision data from WSDOT's online portal for the most recently available five-year dataset. We will review vehicle-vehicle, vehicle-pedestrian, and vehicle-bicycle collisions, which will be analyzed as part of Task 3.4. Safety data will highlight killed and severely injured (KSI) collisions.

Fehr & Peers will assist Tukwila staff in identifying locations where traffic counts should be collected or downloaded from historic databases.

If not included in the City's recent 24-hour tube counts, Fehr & Peers will also collect current or historic vehicle classification counts in the corridors where heavy truck movements have been observed as a part of the daily tube counting. The City will provide the Tukwila Urban Center (TUC) daily tube counts and any other recent counts that have been collected regularly. The Consultant will factor the counts to match 2019 conditions.

3.3 Existing Auto Operations Assessment

Fehr & Peers will create an existing (year 2019) PM peak hour operations model with up to 60 intersections in the City of Tukwila. To the extent possible, we will build from networks developed by the City and Fehr & Peers as part of previous projects. Fehr & Peers will analyze up to 60 intersections during the PM peak hour using the Synchro model. If it is necessary to analyze additional intersections to meet the City's new MMLOS metrics, Fehr & Peers will prepare an additional scope on a cost and materials basis.

Baseline Traffic Conditions

Given current challenges and unprecedented travel patterns related to COVID-19, we will develop baseline traffic volumes based on historic counts from 2019. Our approach will utilize both historical counts available from traditional count vendors, as well as remote turning movement data prepared by big data vendors, like Streetlight Data. We also anticipate factoring some counts taken in 2021 (post peak COVID-19 impacts to transportation) to 2019 conditions where the historic or remote data are not available or reliable.

Citywide Traffic Operations Analysis

The City will provide signal timing information at locations controlled by the City. Fehr & Peers will calculate intersection levels of service (LOS) using Synchro for the PM peak hour. Using the most current Urban Street Corridor LOS method from the Highway Capacity Manual and leveraging data collected for other analyses



in the TE update, Fehr & Peers will calculate arterial corridor LOS using the state of the practice methodology.

Fehr & Peers will perform two field visits to review signal timings and validate geometries at key intersections.

Focused Traffic Analysis for the Urban Center

Fehr & Peers will also perform weekday midday and weekend peak hour levels of service analyses for up to 15 intersections, including major driveways in the vicinity of Southcenter Mall, which is understood to have non-traditional peak periods in traffic volumes due to mall travel patterns.

Assumptions

- City will provide signal timing sheets and information for all signalized intersections.
- Findings from this task will be included in the Transportation Needs Assessment.

Deliverables:

- 2019 PM peak hour Synchro citywide intersection-level traffic operations results
- Tukwila Urban Center midday and weekend intersection LOS results

3.4 Collision History Analysis

Fehr & Peers will summarize the past five years of collision data within the City using data from WSDOT. This work will be prepared as part of Fehr & Peers work on the Local Road Safety Plan, which is described in Task 11.

3.5 Existing Conditions for Transit

Transit is a critical mode of travel in Tukwila and requires careful planning to advocate for Tukwila riders. As part of this task, Nelson\Nygaard will assess how transit is operating in Tukwila. This includes documenting ridership, productivity, service availability, and on-time performance for all routes operating in Tukwila. Maps will be developed showing ridership levels for each route. We anticipate using existing data from King County Metro and Sound Transit to develop the existing conditions route summaries.

In addition, using available data, an assessment for Via to Transit service from TIB will be conducted. Origin/destination data, as well as time of day usage will be assessed to understand the demand and trip patterns. An assessment of the span of service will also be conducted.

Market Analysis and Travel Patterns

In order to better understand where employees are coming into Tukwila, we will utilize the most recent Longitudinal Employer-Household Dynamics (LEHD) data to show the origin and destination of work trips in and out of Tukwila for all employees and also for low-wage jobs. This information can help address where opportunities for additional connections, on-demand type services, and untapped markets exists.



An assessment of predominant travel patterns into and out of Tukwila will be conducted. The intent of the analysis is to understand if transit service aligns with these travel flows and what, if any, gaps exist.

Deliverables:

- Existing conditions for transit memo

3.6 Transportation Needs Assessment and Existing Conditions

We will use the results of the data collection, orientation interviews, and outreach related to goals development to determine a set of key transportation issues and existing baseline. Once the key transportation issues are identified, Fehr & Peers will use these findings to conduct a needs assessment for the following transportation modes and programs:

- Vehicle Congestion
- Multimodal Needs (Biking, Walking)
- Transit Needs
- Freight and Truck Mobility
- Collision history
- Other as identified during completion of Tasks 1.1 and 1.2

This needs assessment will include an evaluation of existing conditions that will summarize the analysis findings. This report will include graphics illustrating the results of the transportation data, collection effort and the multi-modal operations analysis. This draft report will feed into a chapter of the final report and be included as an appendix.

Deliverables:

- Visually-enhanced memo documenting existing conditions for the above modes, as well as anticipated future conditions

Task 4 - Metrics Development

Once the City's transportation goals and needs have been established, the next step is to identify the types of level of service (LOS) measures that will reinforce these priorities. Similar to Task 1, we will hold a second workshop with staff to discuss LOS options for each mode. Then, we will summarize metrics for approval by City Council.

4.1 MMLOS Workshop

Fehr & Peers staff will lead a three-hour workshop with Tukwila staff (representing departments such as Public Works, Community Development, Parks and Recreation, and key elected officials) to identify transportation LOS metrics. This workshop will build from the transportation goals identified in the Task 2 workshop. Prior to the workshop, Fehr & Peers will develop maps and data that will facilitate the discussion of LOS options, such as maps of the City's key networks for each transportation mode, the presence of



facilities (such as sidewalks), and key land uses. We will rely on data available in the City's GIS database. This upfront work is expected to facilitate a productive discussion at the workshop. During the workshop, Fehr & Peers will present multimodal level of service (MMLOS) models currently applied in other communities, facilitate discussion of the relevance of these models in Tukwila given the community's goals and transportation system, and discuss if any of these resonate with city staff.

We will produce a summary of the workshop for the project record. The City will review the summary and provide one round of comments and recommendations.

Nelson\Nygaard will provide support for the implementation of MMLOS. We anticipate preparing and attending this workshop. The level of effort will be limited to 16 hours of support, and no work on this task will take place without specific direction from Fehr & Peers.

Deliverables:

- Meeting notes summarizing the LOS Workshop and related efforts.

4.2 Develop MMLOS Metrics

Based on the outcomes from the workshop, Fehr & Peers will develop recommended MMLOS metrics, standards, and planning guidelines for inclusion in the Transportation Element. These MMLOS metrics, standards, and planning guidelines will identify the types of facilities that would be needed to accommodate each mode of travel (pedestrian, bicycle, transit, and automobiles) and the data needed to monitor this LOS and accommodate for each mode.

We will develop a brief memorandum, which summarizes the LOS metrics and how they relate to state-of-the-practice methods. The City will review the memorandum and provide one round of comments and recommendations.

Deliverables:

- Memorandum summarizing MMLOS policy recommendations, including maps of facilities.

4.3 Modal Network Development

Following the level of service (LOS) workshops and the existing and planning context analysis, we will develop a series of proposed networks for the City of Tukwila that include the following modal priority networks:

- Pedestrian
- Bicycle
- Transit
- Auto
- Freight



Deliverables:

- Priority network maps (pdf, geodatabases including shapefiles and layer files, and .mxd files). All data must include associated metadata.
- Memo describing how these priority networks guide infrastructure recommendations and tie to LOS policies

4.4 Apply Performance Metrics

Building off the MMLOS metrics and project goals, Fehr & Peers will work with the City to apply the MMLOS metrics to all city arterials (principal, minor, and collector), the bicycle priority network, and major pedestrian streets. The application will focus on 2019 conditions. Results will be shared with the City in a spreadsheet and maps will also be prepared for inclusion in the final report.

Deliverables:

- Spreadsheets and maps applying MMLOS performance metrics

Task 5A – Model Development

Task 5 describes the steps necessary to develop an updated travel demand model customized for the City of Tukwila that is based on the most recent version of Puget Sound Regional Council (PSRC) trip-based model. The TAZ structure and roadway network detail will be consistent with the current version of the City's model. The deliverables for this task include a calibrated and validated base year scenario, near-term scenario for concurrency checks, and a long-term scenario for horizon year planning.

5.1 Existing Data Collection and Base Year Model Inputs

The existing data required to develop the City's model will be collected and organized under this task. As part of this task, we will coordinate with the City to discuss the following data needs.

The City will be responsible for providing:

- Existing population and employment estimates by TAZ
- Roadway functional classification, number of lanes, and posted speed limits

The existing inputs to the PSRC travel model will be used as the basis for model development. The TAZ system and roadway network detail within the City of Tukwila will be imported from the current version of the City's model. Travel model land use inputs for the City will be updated based on the information provided by the City, Fehr & Peers will update the roadway and transit networks using data from Task 3. The existing PSRC input assumptions will be used when updated data is not available from the City, for example neighboring jurisdiction land uses and transportation networks. For areas outside the City, the necessary inputs will be interpolated to the base year of the new City of Tukwila model. The transportation



network within a reasonable distance of the City will also be verified and updated as necessary to be consistent with the updated base year.

5.2 Base Year Scenario Calibration and Validation

The base year scenario will be calibrated and validated under this task. The specific validation checks will be appropriate for the scope and scale of the City's model and will include both static and dynamic tests. The model will be validated to existing conditions data as well as travel behavior patterns consistent with the PSRC regional model. Sample static validation tests include:

- Mode split estimates (SOV, HOV, transit, non-motorized)
- Comparison of model volumes to existing counts (at individual locations and screenlines)

Dynamic validation tests will ensure that the model responds appropriately to changes in land use and modifications to the roadway network. Sample dynamic validation tests include increasing the household and employment estimates and adding or removing capacity from the roadway network.

Deliverable:

- Model validation report summarizing static and dynamic validation tests for each step of the model. The validation requirements will be discussed, and full results provided for each analysis time period.

Refinement of the future year scenario and future forecasts are anticipated to occur in the scope of optional tasks.

Task 6A - Public Outreach

Community engagement is a key component of the overall process, ensuring that community stakeholders have ample opportunity to identify issues, influence outcomes, and participate in final recommendations. This engagement program will approach these issues sensitively, creating a constructive context for conversation, debate, and, perhaps, change. The overall engagement program will enable collaboration in identifying and resolving issues, facilitate two-way communication, ensure transparency, and build trust.

6.1 Outreach and Social Media Strategy Plan

As part of this task, Fehr & Peers will work with City staff to develop a Public Outreach Plan including outreach strategies, events, and timeline. Before initiating outreach, Fehr & Peers will meet with Tukwila staff (such as staff from Human Services and the City's Community Outreach Manager) to understand current connections, relationships, and City staff capabilities for translation and interpretation.

Assumptions:

- City staff will work with the Tukwila Communications Department on approval and implementation of the social media strategy



Deliverables:

- Public outreach plan and social media strategy plan

6.2 Orientation Interviews

We will conduct six stakeholder interviews, speaking with community stakeholders, staff from local transit and transportation agencies, and representatives from the community's major employers. These interviews may be conducted in Tukwila (at a location determined and arranged by City staff), conducted by phone or online platforms, or at a local agency's office. City staff will also be responsible for inviting interviewees and confirming the interview schedule.

We will produce a summary of the interviews for the project record, identifying apparent transportation concerns, issues and priorities to help guide the balance of the project.

Assumptions:

- These interviews will be conducted at a location determined and arranged by City staff.
- City staff will also be responsible for inviting interviewees and confirming the interview schedule. If necessary, some interviews may be conducted by phone, online, or at locations outside of Tukwila.

Deliverables:

- Memorandum summarizing interview findings

6.3 Online Engagement and Public Outreach Materials

We will assist the City by defining project messages and creating templates and materials. In order to build awareness for the project, this task includes the following outreach methods:

- Host a project website in English and translated into up to four additional languages.
- Two online surveys, in English, and translated into up to four additional languages. Fehr & Peers will analyze the results. The outreach plan will address specific online engagement tools to be utilized.
- Three fact sheets on the project - one draft and one final version of each – that incorporates Tukwila staff feedback to serve as handout material at events and when engaging with the public and stakeholders.
- "Meeting in a Box" materials: Fehr & Peers will develop materials that City staff can use to conduct additional outreach events, such as pop-ups, to "meet the community where they are." Specific materials will be specified in the outreach plan.

6.4 Online Interactive Webmap

To collect additional information from members of the public, Fehr & Peers will develop a user-friendly, online interactive map where community members can provide input on potential needs and improvements in specific locations, such as missing bicycle/pedestrian connections, high-stress crossings, challenging intersections or road segments, or near-miss locations.



City staff will review and comment on the draft survey and web map, and the Consultant team will make one round of edits (as needed). After enough time has passed to allow the public opportunity to register comments on the website, we will close the interactive web map for additional comments, and Fehr & Peers will analyze the results, which will inform our project recommendations in Task 7.

Deliverables:

- Interactive Webmap
- Online map findings section of public outreach memorandum
- **6.5 City Council Check-Ins (2022)**

The Consultant team will present at up to two City Council or boards/commissions meetings to report on progress made and to request input from the Council/board/commission. Input will be needed at key points during the development of the Transportation Element, such as:

- Goals and vision
- MMLOS metrics
- Performance metrics
- Draft project list
- Draft Plan
- Implementation items (impact fees, financial plan, etc.)

Deliverables:

- Consultant attendance at City Council/boards/commissions meetings
- Presentation materials

6.6 Targeted Outreach and Personalized Engagement

Tukwila is a diverse community with businesses and residents that reflect different ethnicities, cultures, and primary languages. Outreach activities to “hard to reach” groups are anticipated to include a range of activities.

Targeted outreach is likely to consist of phone calls, emails, or attendance (either virtually if COVID continues to be an issue, or in person) at community events or meetings. In addition to targeted outreach, Fehr & Peers will identify locations and audiences for pop-up events or online focus groups designed to serve traditionally underserved communities. We will design targeted outreach events and online focus groups/pop-up events at 2-4 locations to gain public input on the draft project list.

Locations, timing, and activities may vary based on the results of the targeted outreach. We will make use of translators regarding materials and interpreters to help facilitate in-person meetings; these interpreters can be City staff who want to form long-term relationships or interpreters engaged through a vendor (e.g. Dynamic Languages). If this task is advanced, we will need to refine our cost estimate based on whether the



City provides translators, or if Fehr & Peers works with a subconsultant for translation services. For the purposes of budgeting, we have included \$2,000 in vendor translation services.

Equity Analysis

Fehr & Peers will perform an in-depth equity analysis based on identified equity emphasis areas. In other communities, equity emphasis areas identify portions of the City where transportation investments may be prioritized differently based on unique needs or different timeframes to address specific transportation needs, patterns, and preferences. We will work with the City to identify these areas including variables such as: health, income, age, and ethnicity, foreign born status, readily available travel options, and accessibility.

We will meet with City staff in two 1.5-hour meetings. First, we will discuss current equity practices and historically underserved communities in Tukwila. After performing a data review and equity analysis, we will meet with the City again to discuss equity emphasis area maps and figures and identify how we may want to consider the equity emphasis areas in project identification and prioritization.

Assumptions:

- City staff will assist with staffing public outreach events
- City staff will print any flyers or hand-outs and poster boards

Deliverables:

- Equity emphasis area maps and figures (pdf, geodatabases including shapefiles and layer files, and .mxd files).
- Brief memorandum summarizing the data review and equity analysis process
- Meeting agenda and notes
- Pop-up materials including electronic copies of poster boards and PDF files of hand-outs
-

OPTIONAL TASKS (Expected to be executed in 2023)

Task 1B - Project Management

1.2 Project Management and Communication

Fehr & Peers will lead biweekly project team meetings. Project team meetings are anticipated to be half-hour check-in calls with in-person meetings scheduled as needed.

Deliverables:

- Biweekly project team meeting notes



- Monthly invoices showing the previous month's billing by hours and tasks, and a project status report by task

Task 5B – Model Development

5.3 Future Year Scenarios

This task will develop the inputs and necessary modifications for the future year scenarios (concurrency and long-term horizon). The land use assumptions and transportation networks within the City of Tukwila will be updated based on information provided by the City. Outside of the City, changes will be based on the assumptions in the PSRC model. In conjunction with reviewing model outputs, Fehr & Peers will develop the intersection volume post-processor to be used in analyzing vehicle intersection operations.

This task could also develop customizations for the City's model based on the specific requirements of an adopted MMLOS policy or specific variables/policies that the City would like to test within the travel model.

Deliverables:

- Model forecasting report summarizing future year inputs and assumptions
- Spreadsheet of future year intersection-level forecasts

Task 6B - Public Outreach

6.3 Online Engagement and Public Outreach Materials

We will assist the City by defining project messages and creating templates and materials. In order to update the public on for the project, this task includes the following outreach methods:

- Update a project website in English and translated into up to four additional languages.
- Three fact sheets on the project - one draft and one final version of each – that incorporates Tukwila staff feedback to serve as handout material at events and when engaging with the public and stakeholders.
- "Meeting in a Box" materials: Fehr & Peers will develop materials that City staff can use to conduct additional outreach events, such as pop-ups, to "meet the community where they are." Specific materials will be specified in the outreach plan.

6.6 City Council Check-Ins (2023)

The Consultant team will present at up to two City Council or boards/commissions meetings to report on progress made and to request input from the Council/board/commission. Input will be needed at key points during the development of the Transportation Element, such as:

- Goals and vision
- MMLOS metrics
- Performance metrics



- Draft project list
- Draft Plan
- Implementation items (impact fees, financial plan, etc.)

Deliverables:

- Consultant attendance at City Council/boards/commissions meetings
- Presentation materials

6.7 Targeted Outreach and Personalized Engagement (2023)

Building off targeted outreach performed in 2022, this targeted outreach is likely to consist of phone calls, emails, or attendance (either virtually if COVID continues to be an issue, or in person) at community events or meetings. In addition to targeted outreach, Fehr & Peers will identify locations and audiences for pop-up events or online focus groups designed to serve traditionally underserved communities. We will design targeted outreach events and online focus groups/pop-up events at 2-4 locations to gain public input on the draft project list.

Locations, timing, and activities may vary based on the results of the targeted outreach. We will make use of translators regarding materials and interpreters to help facilitate in-person meetings; these interpreters can be City staff who want to cull long-term relationships or interpreters engaged through a vendor (e.g. Dynamic Languages). If this task is advanced, we will need to refine our cost estimate based on whether the City provides translators, or if Fehr & Peers works with a subconsultant for translation services. For the purposes of budgeting, we have included \$2,000 in vendor translation services.

Deliverables:

- Meeting agenda and notes
- Pop-up materials including electronic copies of poster boards and PDF files of hand-outs

6.8 Transit Rider Intercept Survey

As an optional task, Nelson\Nygaard staff will conduct Intercept surveys at TIB or Southcenter stations during morning and mid-morning times. The intent of the survey is to establish how people access transit and what access improvements would help them to better access transit. Questions about why people ride transit will also be included to better understand the motivations for choosing transit and steps Tukwila can take to improve the attractiveness of transit (recognizing the City can't increase frequency or coverage alone).

Deliverable:

- Intercept survey summary



6.9 Outreach Summary

Fehr & Peers will create a document that summarizes the outreach efforts that were conducted as part of this project, including a description of outreach events and meetings, communities of emphasis, and collected feedback.

Deliverables:

- Outreach summary with graphics

Task 7 - Future Projects Development and Evaluation

Following the understanding of trends and the identification of priorities, the project team will identify policies, programs, and projects that advance the city's priorities.

7.1 Future Auto Operations Assessment

Fehr & Peers will use the travel demand model to develop future year forecasts at the intersections identified in the existing (year 2019) PM peak hour operations analysis. We will again analyze up to 75 intersections during the PM peak hour using the Synchro model, applying state of the practice methodology. For each intersection, we will report average delay per vehicle and level of service (LOS). If additional intersections are requested by the City, Fehr & Peers will put together a separate scope on a time and materials basis.

Then, we will update the 2019 Synchro network to incorporate the proposed project list and analyze operational performance.

Fehr & Peers will draft a memorandum, which will discuss both intersections and corridors operational performance including identifying those that fail to meet the identified operational standard.

Deliverables:

- Forecasted - No Action - PM peak hour Synchro intersection-level traffic operations results
- Forecasted – With Improvements - PM peak hour Synchro intersection-level traffic operations results
- One draft and one final summary memo

7.2 Develop Proposed Project List

After reviewing projects in adopted plans, crash data, developing modal networks, identifying MMLOS standards and modal networks, Fehr & Peers will develop the proposed project list. This includes suggesting capital improvements that fill a gap in the multimodal networks. In addition, Fehr & Peers will work with City staff to add projects identified in the online webmap. These improvements will address needs identified for all modes and support the established transportation goals.



Fehr & Peers will lead up to three meetings with City staff. In the first meeting with City staff, we will review the final list of roadway projects in adopted plans and programs provided by City staff. In addition, Fehr & Peers will work with City staff to add projects identified in the transportation needs assessment, projects to meet future MMLOS standards, and projects identified in the online webmap. Then, we will lead up to two meetings to review the “expanded” project list with the identified additions.

Assumptions:

- City staff will provide a list of roadway projects currently planned for Tukwila and actively participate in project list development meetings

Deliverables:

- List of draft policies, programs, and projects
- Meeting materials including agenda and meeting notes

7.3 Policy, Program, and Project Prioritization

As part of this task, Fehr & Peers will use the performance metrics developed in TASK 4, to prioritize policies, programs, and projects. The prioritized list will be presented to the City Council, and members of the public during the second phase of public outreach and will be refined based on their feedback. Fehr & Peers will lead an in-person meeting with City staff to review the prioritized project list.

Assumptions:

- City staff will participate in in-person meeting to review the prioritized project list.

Deliverables:

- Draft and Final prioritized lists
- Meeting materials including agenda and meeting notes

7.4 Transit Service Recommendations

The transit element will update the direction for transit. It can include updated recommendations for fixed-route service and on new technologies that can expand coverage and serve hard-to-reach areas where big 40-foot buses may not be appropriate. Recommendations may focus on the span of service of Via to Transit, additional types of on-demand services to enhance intra-Tukwila trips and first/last mile access, and ensuring job-access.

The short-term plan will provide an overview of the proposed changes and detailed descriptions of all individual changes. For each proposed change, the service plans will include:

- A description of proposed changes
- The rationale for the change
- Maps of proposed changes



- Planning level operating cost increases for either King County Metro or Sound Transit services, recognizing that these are not City of Tukwila costs
- Capital cost planning-level estimates
- Other relevant information

Deliverable:

- Service recommendations memo

Task 8 – Project Cost Estimates

This task will involve providing cost estimating services to provide project construction cost for use in the City of Tukwila Transportation Element of the Comprehensive Plan Update.

8.1 Cost Estimate Review and Updates

KPFF will review the previously developed cost estimates of up to fifteen (15) projects listed in the Transportation Element of the Comprehensive Plan Update. The pay items will be evaluated for their relevance to the project's scope of work, and missing pay items will be identified. Measurable quantities of major cost items will be quantified using aerial imagery. Unit prices and lump sum cost will be reviewed and compared to current bid results and the WSDOT Unit Bid Analysis. Updated cost estimates will be provided for use in the Transportation Element of the Comprehensive Plan.

Assumptions:

- Fifteen (15) previously developed cost estimate in the Transportation Element of the Comprehensive Plan Update will be reviewed and updated. Fehr & Peers will direct KPFF on which projects to review.
- Cost estimates will be submitted in MS Excel and PDF formats.
- Unit prices will be developed using recent project bid history and the WSDOT Unit Bid Analysis.
- Quantities calculations will be created for the measurable pay items. Percentage based costs may be used for pay items that cannot be clearly measured at this level of design.

8.2 New project development and cost estimating

KPFF will develop order-of-magnitude cost estimates for up to fifteen (15) new projects to be identified as part of this work. If needed, CAD layouts on aerials will be created to define construction limits of major project elements. These will be used to quantify major cost items such as HMA, concrete, earthwork, and utility impacts. Items that cannot be quantified such as drainage, signing, mobilization, illumination, etc., will be estimated based on a percentage of the overall project cost.

- *Assumptions:*



- Cost estimates for up to fifteen (15) new projects will be developed. Fehr & Peers will provide the location and scope of work for each project.
- Cost estimates will be submitted in MS Excel and PDF formats.
- Unit prices will be developed using recent project bid history and the WSDOT Unit Bid Analysis.
- Quantities calculations will be created for the measurable pay items. Percentage based costs may be used for pay items that cannot be clearly measured at this level of design.

Deliverable(s):

- Draft and Final Cost estimates for up to thirty (30) projects identified by the City and Consultant team. Estimates will be delivered in MS Excel and PDF formats.

Task 9 - Project Funding Evaluation

The goal of the funding analysis is to provide the City with a planning-level understanding of the baseline funding availability as well as potential resources available for future transportation capital projects. The funding analysis will focus on identifying the primary funding elements for transportation projects.

9.1 Funding Opportunities

Fehr & Peers and the City will jointly work to develop a financial plan. The City will provide estimates of historical and anticipated transportation expenditures City-wide Fehr & Peers and the City will develop a list of the potential future funding sources, estimate amounts likely to be available and identify projects that would be eligible for each funding source. The transportation improvements will be evaluated from a point of the financial feasibility.

- Fehr & Peers will prepare a memo summarizing the financial situation and available funding opportunities.

Task 10 - Report Development

The goal of this task will be to create Tukwila's Transportation Element Background Report, which lays out the vision developed through the prior tasks in this scope and prior scopes.

10.1 Draft Report

Fehr & Peers will compile the modal elements into a Transportation Element Background report. These documents will be concise and user-friendly, while also conveying the necessary information to fulfill the scope items described above.



Nelson\Nygaard will compile work and findings related to transit developed in previous tasks. These materials will be tied together in a report to document the transit needs in Tukwila and provide a vision toward meeting those needs. Topics to be provided will include:

- Background information and data assessment
- Proposed service recommendations
- Development of transit service alternatives, including long-term and short-term service plans

Deliverable:

- Draft report

10.2 Administrative Draft Report

In response to a single consolidated round of comments from City staff, the project team will prepare an Administrative Draft Report for presentation to members of the public, and the City Council.

Assumptions:

- A single consolidated round of non-conflicting comments will be compiled by City staff and provided to Fehr & Peers.

Deliverable:

- Administrative Draft Report

10.3 Final Report

In response to feedback received during public outreach and from the City Council, the project team will revise the Administrative Draft Report to develop the Final Report.

Nelson\Nygaard will prepare a Final Transit Report incorporating all staff comments.

One staff member from Nelson\Nygaard and two staff members from Fehr & Peers will hold a final meeting with City and other key staff to review the draft final report.

Assumptions:

- Comments from members of the public will be compiled in the memorandum presenting key takeaways from the public event and will be addressed in the final report.
- A single consolidated round of comments will be compiled by City staff and provided to Fehr & Peers.

Deliverables:

- Final Report



- All tables, graphics and maps in appropriate formats

Task 11 – Local Road Safety Plan

The purpose of this task is to develop a plan identifying common risk factors and strategies to address a systemic approach to safety in support of WSDOT's Target Zero to reduce road safety fatalities and serious injuries. Leveraging analysis performed as part of the Transportation Element in previous tasks, developing a Local Road Safety Plan will help position the City for future WSDOT Highway Safety Improvement Program (HSIP) funding for projects that may reduce traffic fatality crashes. This task will be performed following guidance provided by WSDOT in how to build a local road safety plan.

11.1 Analyze Individual Fatal/Serious Collisions to Identify Risk Factors

Fehr & Peers will obtain the most recent five-years worth of collision data from WSDOT for the City of Tukwila. The collision data will be reviewed and cleaned (clearly identifying missing data, correcting inconsistencies in data entry, etc.) before it is loaded into a GIS database. The GIS database will allow the City to quickly filter crashes based on location, crash type (rear-end, broadside, turning vehicle/bicycle, etc.), mode of transportation involved, severity (fatality, serious injury, other), and contributing factor.

Once the data are in GIS format, we will analyze all fatal and serious crashes and look for trends to determine risk factors. Specifically, we will investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather, distraction, or alcohol/drug influence. We will also investigate trends in contextual variables (i.e. risk factors) such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses. We will assess how these variables may affect the safety of roadway users, with a particular focus on pedestrians and cyclists. This will form the basis for the Risk Factor analysis described in Task 11.2

Deliverables:

- Citywide collision database in GIS
- A list of the top risk factors
- Collision map showing fatality and serious injury crashes by mode (also to be included in the Existing Conditions section of the Transportation Element)
- Collision heat map showing all collisions (also to be included in the Existing Conditions section of the Transportation Element)
- Crash rates at study intersections and up to 20 roadway segments (also to be included in the Existing Conditions technical appendix of the Transportation Element)



11.2 Most Common Risk Factor List

Fehr & Peers will build on the previous task by identifying common safety risk factors. WSDOT reports that to date, applicants have an average of six risk factors. Fehr & Peers will share its findings in a one-hour phone call with City staff.

Task 2.1 Deliverables:

- One-hour phone call with City staff to review findings of the top risk factors observed; recommendation of risk factors to carry forward in the LRSP

11.3 Analyze Roadway Network for Presence of Risk Factors

We will analyze the City's roadway network to determine where the common risk factors are present. (Note: WSDOT is flexible about how this analysis is conducted, though many jurisdictions perform this analysis on a corridor-by-corridor basis.) Fehr & Peers will flag high-risk locations as those with the greatest number of risk factors. This serves to identify those locations/corridors with high collision potential.

Deliverables:

- Map and excel table showing high-risk locations

11.4 Create Prioritized List of Roadway Sections

From the subset of high risk/high-collision corridors, Fehr & Peers, in conjunction with City staff, will identify up to ten priority project locations consisting of hot spots, sub-corridors, or small zones. The project priority locations will include a mix of "quick fix" projects that can be deployed quickly to address crashes and larger-scale projects that are more costly and complex to implement, but can address more crashes or crashes that cannot be addressed through a quick fix. We envision developing the priority project location list/map in a two hour workshop with City staff.

Deliverables:

- Two-hour workshop with City staff to review collision data and identify priority project locations
- Map of up to 10 priority project locations

11.5 Identify Countermeasures to Address Prioritized Locations

Fehr & Peers has developed an extensive database of effective safety countermeasures, strategies, and practices to reduce the number and severity of roadway collisions for all modes. Our database is built on best practices and literature reviews and resources like the WSDOT Target Zero and FHWA countermeasure toolboxes.

Using this countermeasure database, we will develop a targeted list of potential engineering safety countermeasures for the City to consider for implementation, and match these with the priority locations identified in the previous task in a matrix. City staff will provide input on the draft pairings. The matrix will



serve as a tool to link the risk factors to countermeasures and define location-specific projects or programmatic policies/programs.

This matrix will help illustrate the connection between identified deficiencies and corresponding opportunities (i.e., countermeasures) in the City's transportation network.

Deliverables:

- Excel spreadsheet matrix pairing priority locations with potential countermeasures. One round of revisions based on consolidated City comments
- Meeting with City staff to review draft matrix

11.6 Develop a Prioritized List of projects

Fehr & Peers will develop a draft Local Road Safety Plan. The Draft Plan will present existing safety conditions, collision patterns, priority project locations, and a prioritized list of projects.

Fehr & Peers will meet with City staff to review staff feedback on the Draft Local Road Safety Plan. Fehr & Peers will provide the draft plan in advance of the meeting. We will incorporate feedback received from City staff into a Final Local Road Safety Plan. City staff will take the lead on plan adoption.

Deliverables:

- Draft Local Road Safety Plan
- Meeting with City staff to review the Draft Plan
- Final Local Road Safety Plan, based on one round of revisions from consolidated City comments

Task 12 – Management Reserve

12.1 Management Reserve

This scope is based on our best understanding of what is required to complete the City's Transportation Element Background Plan and Local Road Safety Plan, but there are a few tasks that require further exploration once the project begins. These include the number of intersections required to meet the City's proposed LOS policy, the number of intersections requested by the City to analyze outside of the PM peak hour, and potential translation services. Fehr & Peers will not bill to this task unless authorized by City staff.

3/28/2022		Fehr & Peers							Nelson\Nygaard				KPFF			FP Total	NN Total	KPFF Total	Subtotal
		Principal in Charge	Senior Planner / Deputy PM	Modeling/ Operations Lead	Outreach Lead	Project Planner	Graphics	Admin	Principal 5	Associate 2	Associate 1	Senior Designer	Civil Lead	Project Engineer	CAD Technician				
		Chris Breiland	Emily Alice Gerhart	Jeff Pierson	Sarah Saviskas	Marissa Milam	Peter Nguyen	Brittany Skinner	Thomas Wittmann	Joe Poirier	Ashankh Jaishankar	Brendan Rahman	Nathan Anderson	Cory Morton	Michael Vu				
Tasks		\$ 305	\$ 170	\$ 190	\$ 160	\$ 140	\$ 155	\$ 120	\$ 251	\$ 106	\$ 95	\$ 139	\$ 155	\$ 115	\$ 85				
Task 1A: Project Management																			
1.1	Kick-Off Meeting	6	3	3			1												
1.2	Project Management and Communication	24	32	4	2	5	12												
Task 2: Transportation Goals and Policy Review																			
2.1	Transportation Goals Workshop	8	12			12	8	3											
2.2	Develop Goals	6	16			16	4	3											
2.3	Transportation Element Policy Review	4	12			16	2												
Task 3: Assess Trends and Conditions																			
3.1	Review Existing Plans and Related Documents	2	12			20	2												
3.2	Data Collection		6			24	8	2											
3.3	Existing Auto Operations Assessment	4	24	12		160	3	13											
3.4	Collision History Analysis	2	8			20	12	3											
3.5	Existing Conditions for Transit	1	4			4	1												
3.6	Transportation Needs Assessment and Existing Conditions	10	24		4	64	46	9											
Task 4: Metrics Development																			
4.1	MMLOS Workshop	12	16		2	8	8	3											
4.2	Develop MMLOS Metrics	12	12		2	20	4	3											
4.3	Modal Network Development	8	24			60	16	7											
4.4	Apply Performance Metrics	8	32			72	7												
Task 5A: Model Development																			
5.1	Existing Data Collection and Base Year Model Inputs	8	32	60		180	18												
5.2	Base Year Scenario Calibration and Validation	8	16	60		80	10												
Task 6A: Public Outreach																			
6.1	Outreach Strategy and Social Media Plan	2	12		16	2	2												
6.2	Orientation Interviews	1	16			16	2												
6.3	Online Engagement and Public Outreach Materials (2022)	2	4		20	12	4	3	8	8		16							
6.4	Online Interactive Webmap	2	12		6	40	4	4											
6.5	Targeted Outreach and In-person engagement (2022)	8	40		16	52	20	9											
6.6	City Council/Boards/Commission Check-Ins (2022)	8	8			12	2												
OPTIONAL TASKS																			
Task 1B: Project Management																			
1.2	Project Management and Communication	24	32	4	2	5	8												
Task 5B: Model Development																			
5.3	Future Year Scenarios	12	20	40		80	10												
Task 6B: Public Outreach																			
6.3	Online Engagement and Public Outreach Materials (2023)	2	4		8	12	4	2	8	8		16							
6.6	City Council/Boards/Commission Check-Ins (2023)	8	16			4	2												
6.7	Targeted Outreach and In-person engagement (2023)	8	20		24	32	12	6											
6.8	Intercept Survey	2	2				0		8	8	32								
6.9	Outreach Summary		4		2		0												
Task 7: Future Projects Development and Evaluation																			
7.1	Future Auto Operations Assessment	2	8	4	8	100	4	8											
7.2	Develop Proposed Project List	16	40	4		24	8	6											
7.3	Policy, Program, and Project Prioritization	4	24	4	2	60	8	6											
7.4	Transit Service Recommendations	4	2				0		20	40	24	16							
Task 8: Project Cost Estimates																			
8.1	Cost Estimate Review and Updates	4	6				1		4	2	4	60	120						
8.2	New project development and cost estimating	4	6				1					90	140	80					
Task 9: Project Funding Evaluation																			
9.1	Funding Opportunities	8	8			16	2		4										
Task 10: Report Development																			
10.1	Draft Report	16	60		20	40	40	11	12	16	24	24							
10.2	Administrative Draft Plan	4	36		8	20	8	5	4	4	6	4							
10.3	Final Report	5	20		4	10	8	3	4	4	6	4							
Task 11: Local Road Safety Plan																			
11.1	Identify Risk Factors	8	16			40	4												

Exhibit B

3/28/2022		Fehr & Peers							Nelson\Nygaard				KPFF			FP Total	NN Total	KPFF Total	Subtotal
		Principal in Charge	Senior Planner / Deputy PM	Modeling/ Operations Lead	Outreach Lead	Project Planner	Graphics	Admin	Principal 5	Associate 2	Associate 1	Senior Designer	Civil Lead	Project Engineer	CAD Technician				
		Chris Breiland	Emily Alice Gerhart	Jeff Pierson	Sarah Saviskas	Marissa Milam	Peter Nguyen	Brittany Skinner	Thomas Wittmann	Joe Poirier	Ashankh Jaishankar	Brendan Rahman	Nathan Anderson	Cory Morton	Michael Vu				
		\$ 305	\$ 170	\$ 190	\$ 160	\$ 140	\$ 155	\$ 120	\$ 251	\$ 106	\$ 95	\$ 139	\$ 155	\$ 115	\$ 85				
Tasks																			
11.2	Most Common Risk Factor List	3	6			8	4	1								\$ 3,795	\$ -	\$ -	\$ 3,795.00
11.3	Analyze Roadway Network	4	6			12	8	2								\$ 5,400	\$ -	\$ -	\$ 5,400.00
11.4	Prioritize List of Roadway Sections	2	8			12	8	2								\$ 5,130	\$ -	\$ -	\$ 5,130.00
11.5	Identify Countermeasures	6	8			16	2	2								\$ 5,980	\$ -	\$ -	\$ 5,980.00
11.6	Draft & Final Plan	4	8			24	4	3								\$ 6,920	\$ -	\$ -	\$ 6,920.00
Task 12: Management Reserve																\$ 19,970	\$ -	\$ -	\$ 19,970.00
12.1	Analyze additional intersections - future conditions	10	24	16		64		7								\$ 19,970	\$ -	\$ -	\$ 19,970.00
Labor Total (2022)		146	377	139	68	881	151	121	61	95	80	26	0	0	0	\$ 307,175	\$ 36,618	\$ -	\$ 343,793.43
Traffic counts																\$ 40,000	\$ -	\$ -	\$ 40,000.00
Other Direct Expenses (mileage, printing, webmap licensing, translations, etc.)																\$ 13,050	\$ 150.00	\$ -	\$ 13,200.00
Subtotal (2022)																\$ 360,225	\$ 36,768.43	\$ -	\$ 396,993.43
Optional Task Labor Total (2023)		160	384	72	78	575	122	92	88	106	96	64	150	260	80	\$ 250,690	\$ 51,383	\$ 59,950	\$ 362,022.62
Other Direct Expenses on optional tasks (mileage, printing, webmap licensing, translations, etc.)																\$ 5,010	\$ 150.00	\$ -	\$ 5,160.00
Optional Tasks Subtotal (2023)																\$ 255,700	\$ 51,532.62	\$ 59,950	\$ 367,182.62
Total (Labor + Expenses) & Optional Tasks																			\$ 764,176.05

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

All other direct expenses are billed with 10% handling fee

Other direct costs including computer, communications, parking, and reproduction charges are billed as a percentage of labor



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
BY: **Brittany Robinson, Grant Analyst**
CC: **Mayor Allan Ekberg**
DATE: **April 15, 2022**
SUBJECT: **ADA and Pedestrian Improvements**
Project No. 91510405 & 82110301
Complete Streets Grant Award and Acceptance

ISSUE

Acceptance and approval of a Complete Streets grant award with the Washington State Transportation Improvement Board in the amount of \$400,000 for ADA and pedestrian improvements.

BACKGROUND

Complete Streets funding is available every other year for cities and counties to demonstrate the practice of planning and building streets to accommodate multi-modal transportation options for all ages and abilities.

Tukwila has an inventory of over \$8 million in necessary ADA improvements throughout the City, as well as other pedestrian safety and mobility needs. For this Complete Streets funding, the City requested the design and construction of ADA and pedestrian improvements, including filling in sidewalk gaps, adding pedestrian safety measures, and installing and upgrading curb ramps throughout the City.

DISCUSSION

On March 4, 2022, the Transportation Improvement Board provided the City with notice of award for \$400,000 in Complete Streets funding. Staff will tie the Complete Streets funding to the 2022 and 2023 Annual Overlay Program with the intent to increase the number of projects the City can complete due to economy of scale. Staff has created a potential project allocation list for this funding, which is attached.

Once the agreement is approved and signed, the Transportation Improvement Board will mail a check to the City of Tukwila for the full \$400,000. Complete Streets funding must be used before September 30, 2023 for the City to be eligible for the next Complete Streets grant cycle.

FINANCIAL IMPACT

The Transportation Improvement Board is awarding the City \$400,000 through the Complete Streets grant for ADA and pedestrian improvements throughout the City of Tukwila. This grant does not require any local City match.

RECOMMENDATION

Council is being asked to formally accept the Complete Streets grant for ADA and pedestrian improvements throughout the City in the amount of \$400,000 and approve the Mayor to sign the attached agreement and consider this item on the Consent Agenda at the May 2, 2022, Regular Council Meeting.

Attachments: 2021 CIP Pages 14 & 2
Complete Streets Grant Award Letter
Complete Streets Grant Agreement
Complete Streets Workplan
Project Allocation List

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Americans with Disabilities Act (ADA) Improvements** Project No. 91510405

DESCRIPTION: Construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.

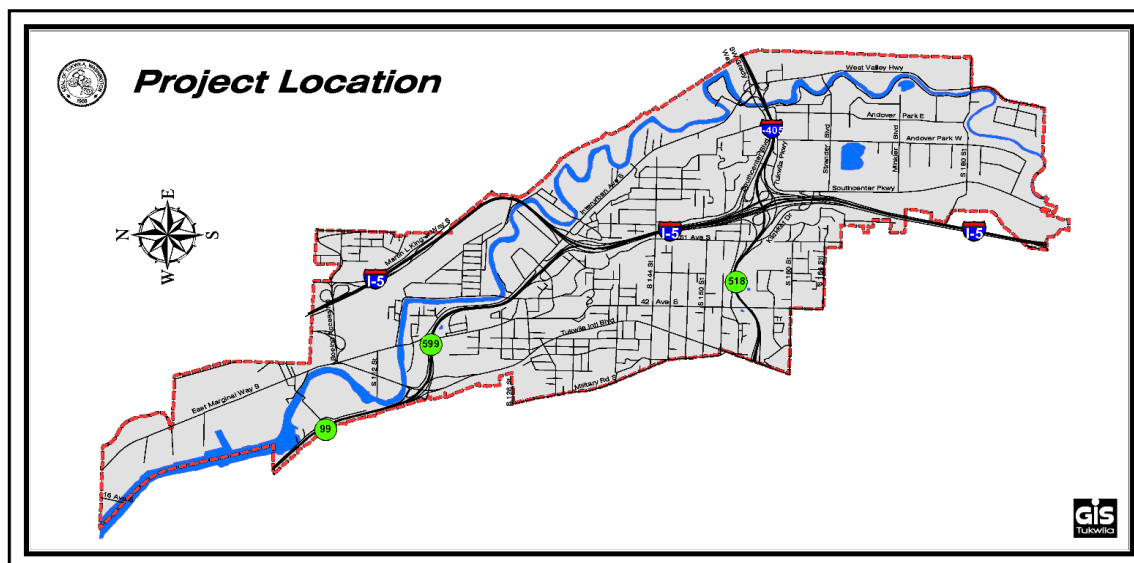
JUSTIFICATION: The enforcement of ADA laws and standards was delayed pending legal challenges and studies. Recent court rulings now mandate ADA compliance. The City must provide upgrades with most construction projects.

STATUS: Provide annual funding to construct improvements as necessary. Began the ADA Transition Plan in 2016 with adoption in 2017. The goal is to resolve ADA compliance issues within a reasonable time period.

MAINT. IMPACT: Negligible.

COMMENT: Project will be ongoing until City facilities and infrastructure meet ADA requirements. This will also include ADA compliance by utilities and private development.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	231		5	5	5	5	5	5	5	266
Land (R/W)										0
Const. Mgmt.	25		5	5	5	5	5	5	5	60
Construction	103		25	25	40	40	40	40	40	353
TOTAL EXPENSES	359	0	35	35	50	50	50	50	50	679
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	359	0	35	35	50	50	50	50	50	679
TOTAL SOURCES	359	0	35	35	50	50	50	50	50	679



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Traffic Calming/Residential Safety Improvements** Project No. 80010301

DESCRIPTION: Programmatic approach to addressing neighborhood traffic concerns through a variety of methods. Residential street improvements with sidewalks, safety improvements, and bike facilities.

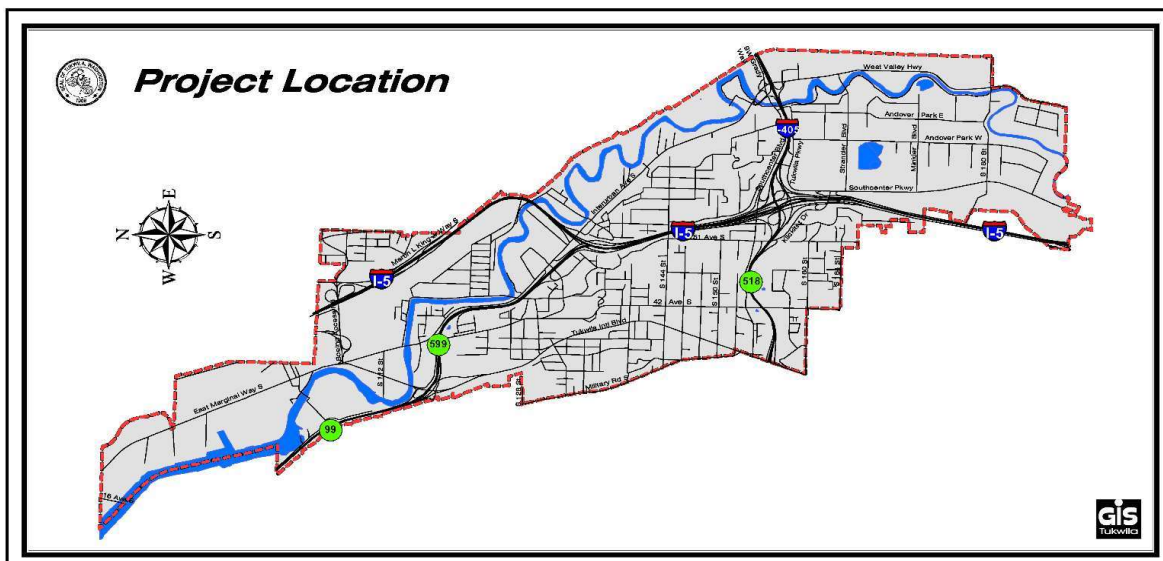
JUSTIFICATION: Neighborhood revitalization by improving residential streets.

STATUS: Future candidates are listed in the citywide comprehensive update and safety-based prioritization of residential street improvements, sidewalks, and bike lanes.

MAINT. IMPACT: Varies, depends on treatment(s) used.

COMMENT: Residential improvements and traffic calming features to reduce speeds and improve pedestrian and bicycl such as the speed cushions, RRFB crossings, LED enhanced signs, Radar driver feedback signs, etc.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND
EXPENSES									
Design	63	50	100	100					
Land (R/W)									
Const. Mgmt.	37								
Construction	148	0		300					
TOTAL EXPENSES	248	50	100	400	0	0	0	0	0
FUND SOURCES									
ARPA Funding			100	400					
Awarded Grant									
Proposed Grant									
Mitigation Actual									
Mitigation Expected									
City Oper. Revenue	248	50	0	0	0	0	0	0	0
TOTAL SOURCES	248	50	0	0	0	0	0	0	0





Washington State Transportation Improvement Board

March 25, 2022

Hari Ponnekanti
City of Tukwila
6300 Southcenter Blvd, Suite 100
Tukwila, WA 98188-2544

Dear Hari:

Congratulations! The Transportation Improvement Board (TIB) has selected your city for a Complete Streets Award. This recognition award includes a grant not to exceed the amount of \$400,000. In recognition of being nominated for Complete Streets, you will also receive an acrylic award in the mail within the next few weeks.

How is grant funding received? What is the next step?

- Please email an original signed Grant Agreement. Once executed (signed by TIB), we will email you a copy for your records.
- The total grant may be transferred to your city as soon as June 1, 2022.
- Funds must be tracked in a separate account or with an identifiable accounting code.
- Check with your finance officer to ensure your city is ready to receive funds.

How can funds be used? What is the grant requirement?

- The grant requires **all** items on the attached and approved TIB Complete Streets work plan to be completed. (Additional funding from other sources may be required to finish all approved items.)

How do I show the funds were used?

Once the approved work plan items are completed, you must send in backup documentation showing expenditure amounts, dates, and activities related to the funds and photos or other documentation showing the completed work.

When must funds be used?

Funds must be used by March 25, 2025. Any unused funds must be returned to TIB.

Future eligibility.

All items listed on your approved work plan must be completed before your city will become eligible for future Complete Streets awards.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or email GregA@tib.wa.gov. Questions regarding fund transfers should be directed to Vaughn Nelson at (360) 586-1149 or email VaughnN@tib.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Attachments

TIB Members

Chair

Councilmember Sam Low
Snohomish County

Vice Chair

Mayor Glenn Johnson
City of Pullman

Amy Asher

Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda Guzmán
City of Granger

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz

Whatcom Transportation Authority

Ruth Roberson
Budget Assistant to the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall

County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



City of Tukwila
C-P-116(001)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF TUKWILA
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (“TIB”) and the CITY OF TUKWILA, a Washington state municipal corporation (“RECIPIENT”).

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads (“Project”) for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 2222 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of FOUR HUNDRED THOUSAND AND NO/100 dollars (\$400,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT’s approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT’s own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25th, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



Transportation Improvement Board Complete Streets Work Plan



Complete Streets Award

Once approved, all work shown must be completed before agency is eligible for future nominations.

Agency Tukwila
 Agency Contact Hari Ponnekanti
hari.ponnekanti@tukwilawa.go
 Phone 206-431-2455 Email V

Total Work Plan Complete Streets Funding \$400,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
ADA and Pedestrian Safety & Mobility Improvements	Tukwila has an inventory of over \$8 million in necessary ADA improvements throughout the City as well as other pedestrian safety and mobility needs. Complete Streets funding will be allocated to the design and construction of these improvements, including filling in sidewalk gaps, adding pedestrian safety measures, and installing and upgrading curb ramps throughout the City. Tying the Complete Streets improvements to the 2022 and 2023 Annual Overlay Program will increase the number of improvements the City can complete due to economy of scale.	\$400,000	2023

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

Allan Ekberg
esignered via CreativesDiary.com

Signature of Authorized Agency Official

Allan Ekberg, Mayor

Agency Official Name & Title

02/02/2022

Date

TIB Approval

Project Engineer Review

Greg Armstrong

Date 2/25/2022

Engineering Manager

Camil

Date 3/28/22

Executive Director

Bookly Putant

Date 3-28-2022

Project Name	Cost
Sidewalks along S 140th St from Military Rd to Tukwila International Blvd	\$ 182,000.00
Orillia Rd S & S 200th St Intersection	\$ 55,000.00
S 144th St & 46th Ave S Intersection	\$ 66,000.00
Impact Charter School Crossing	\$ 30,000.00
Tukwila Elementary Safety Improvements	\$ 67,000.00
Total	\$ 400,000.00

If funds remain after the above projects are complete, they will be allocated to potential ADA improvements for the 2023 Overlay Program or potential safety improvements for Cascade View Elementary School



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Deontae Elder, Transportation Project Manager**
 CC: **Mayor Ekberg**
 DATE: **April 15, 2022**
 SUBJECT: **NTCP On-call Engineering Services Contract**
Project No. 82210301, Contract No. 20-018
On-call Design Consultant Agreement Amendment No. 3

ISSUE

Add an amendment to the existing contract with KPG Psomas, Inc. to provide on-call engineering and design services for the Neighborhood Traffic Calming Program (NTCP).

BACKGROUND

On Jan 1, 2019, Tukwila established the Neighborhood Traffic Calming program to address neighborhood safety concerns through a variety of methods. The NTCP potential project list is a compilation of past concerns as well as newly reported issues. Some of the concerns can be addressed by in-house staff; some require additional engineering study or design which requires consultant support.

DISCUSSION

The original on-call Contract No. 20-018 with KPG was created in January 2020 and was signed on February 25th, 2020. The current contract has been nearly expended and additional scope and fee is necessary. The attached supplemental agreement with KPG will continue to be used for on-call NTCP work in 2022.

This on-call services amendment agreement will allow staff to address specific needs through a pre-determined fee structure without entering into individual agreements for each task. Work will be assigned on an as-needed basis and the City does not guarantee any minimum amount of work. The consultant will be authorized by issuance of written task order. Each task order will identify the scope of work to be performed, the period of performance and the not-to-exceed amount. Total additional amount of this contract shall not exceed \$80,000.00.

FISCAL IMPACT

Funding for the On-call Engineering services agreement amendment will be provided by the 2022 NTCP design budget.

	<u>Cost Estimate</u>	<u>2022 NTCP Design Budget</u>
KPG Contract	\$80,000.00	\$100,000.00

RECOMMENDATION

Council is being asked to approve the amendment for Contract No. 20-018 with KPG Psomas, Inc for on-call engineering services in the additional amount not-to exceed \$80,000.00 for the Neighborhood Traffic Calming Program and consider this item on the Consent Agenda at the May 2, 2022, Regular Council Meeting.

Attachments: Page 2, 2021-2026 CIP
On-call Contract Agreement Amendment 3

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Traffic Calming/Residential Safety Improvements** Project No. 80010301

DESCRIPTION: Programmatic approach to addressing neighborhood traffic concerns through a variety of methods. Residential street improvements with sidewalks, safety improvements, and bike facilities.

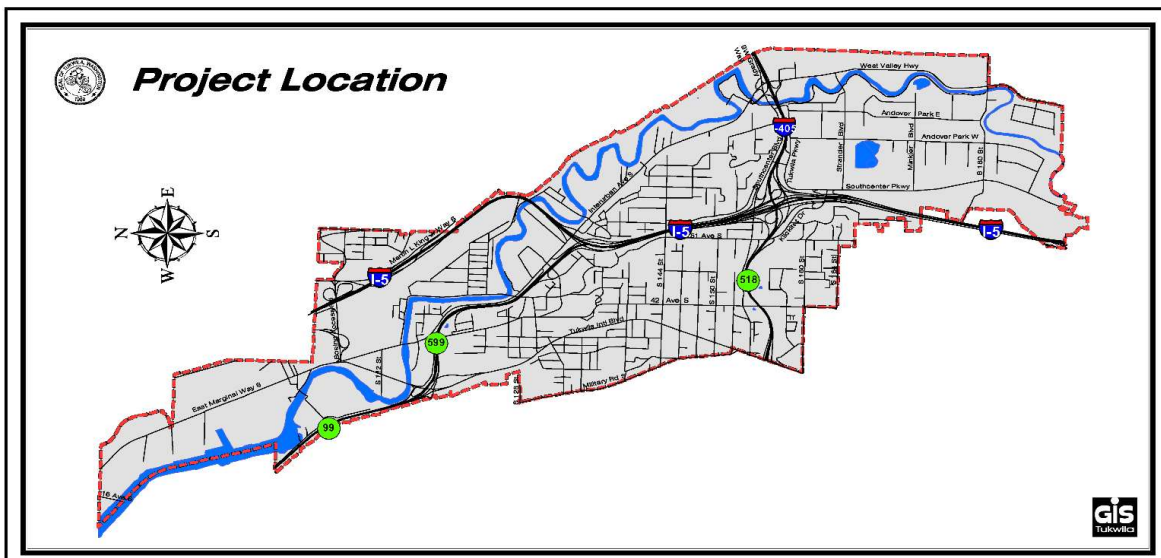
JUSTIFICATION: Neighborhood revitalization by improving residential streets.

STATUS: Future candidates are listed in the citywide comprehensive update and safety-based prioritization of residential street improvements, sidewalks, and bike lanes.

MAINT. IMPACT: Varies, depends on treatment(s) used.

COMMENT: Residential improvements and traffic calming features to reduce speeds and improve pedestrian and bicycl such as the speed cushions, RRFB crossings, LED enhanced signs, Radar driver feedback signs, etc.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND
EXPENSES									
Design	63	50	100	100					
Land (R/W)									
Const. Mgmt.	37								
Construction	148	0		300					
TOTAL EXPENSES	248	50	100	400	0	0	0	0	0
FUND SOURCES									
ARPA Funding			100	400					
Awarded Grant									
Proposed Grant									
Mitigation Actual									
Mitigation Expected									
City Oper. Revenue	248	50	0	0	0	0	0	0	0
TOTAL SOURCES	248	50	0	0	0	0	0	0	0





CONTRACT FOR SERVICES

Amendment #3

Between the City of Tukwila and KPG Psomas

That portion of Contract No. 20-018 between the City of Tukwila and KPG Psomas is hereby amended as follows:

Section 3: Duration of Agreement; Time for Performance, shall be amended as followed:

The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2022.

Section 4: Payment, shall be amended as followed:

A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$160,000 without express written modification of the Agreement signed by the City.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Printed Name: _____

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney