



City of Tukwila Transportation and Infrastructure Services Committee

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

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
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AGENDA


MONDAY, FEBRUARY 6, 2023 – 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 439818817#

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) King County Metro TDM Agreement 2023-2024 (C. Andree)	a) Forward to the 02/13/2023 Special Consent Agenda	Pg. 1
b) Strander Blvd Extension Phase 3 Project Update on Unsuccessful 2022 RAISE Grant Application (H. Ponnekanti)	b) Committee Discussion	Pg. 37
c) Nelsen Side Channel – King County Conservation Futures Grant Application (J. Hopkins)	c) Committee Approval	Pg. 41
d) Nelsen Side Channel – King County Cooperative Watershed Management Grant Application (J. Hopkins)	d) Committee Approval	Pg. 47
e) Green the Green Shoreline Restoration Maintenance Amendment No.2 (M. Perfetti)	e) Forward to the 02/13/2023 Special Consent Agenda	Pg. 51
f) Green the Green – King County ReGreen the Green Grant Application (M. Perfetti)	f) Committee Approval	Pg. 57
g) Sewer Lift Station 5 Rebuild - Design Contract Consultant Selection and Agreement (A. Altallal)	g) Forward to the 02/13/2023 Special Consent Agenda	Pg. 63
h) Public Works Fleet and Facilities Building - SCL Temporary Construction Permit Renewal(H. Ponnekani)	h) Forward to the 02/13/2023 Special Consent Agenda	Pg. 75
i) Transportation Element Update (C. Knighton)	i) Discussion only	Pg. 83
3. MISCELLANEOUS		

Next Scheduled Meeting: March 6, 2023

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



TO: Transportation and Infrastructure Committee

FROM: Nora Gierloff, Department of Community Development Director

**BY: Christopher Andree, Sustainable Transportation Outreach Coordinator
Alison Turner, Sustainable Transportation Program Manager**

CC: Mayor Ekberg

DATE: January 26, 2023

SUBJECT: King County Metro TDM Agreement 2023-2024

ISSUE

The Transportation Demand Management (TDM) Program is asking for approval to accept passthrough funding from King County Metro. The funding source is a federal Congestion Mitigation and Air Quality Improvement Program grant. Funding will be used to continue implementation of TDM activities in Tukwila and south King County.

BACKGROUND

The City of Tukwila TDM Program was previously awarded King County passthrough funding in 2016/17, 2017/19, 2020 and 2021/22. TDM Program staff implemented outreach on behalf of King County Metro to reduce congestion and increase use of sustainable travel alternatives to driving alone.

DISCUSSION

This new funding will support the continued operation of the City of Tukwila TDM program through December 31, 2024. The TDM Program will work to increase the use of and access to transit and other sustainable modes of transportation in Tukwila and south King County. TDM services will be provided to residents, workers and businesses at employment centers, educational institutions, and multifamily housing sites. Strategies will include community outreach, community-based social marketing, motivational interviewing, education, incentive encouragement, distribution of safety gear, and installation of amenities such as bike racks.

FINANCIAL IMPACT

There will be no impact to the general fund.

RECOMMENDATION

Council is being asked to accept passthrough funding from King County Metro in the amount of \$225,000 and consider this item on the Consent Agenda at the February 13, 2023, Special Meeting.

ATTACHMENTS

Attachment A: 2023–2024 Tukwila TDM Agreement.pdf

TRANSPORTATION DEMAND MANAGEMENT AGREEMENT

BETWEEN

KING COUNTY

AND

THE CITY OF TUKWILA

THIS TRANSPORTATION DEMAND MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into by and between the City of Tukwila, a Washington municipal corporation (the “City”) and King County, a political subdivision of the State of Washington (the “County”), through its Metro Transit Department (“Metro”), either of which entity may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Whereas, on August 31, 2020 the County was awarded a Congestion Mitigation and Air Quality Improvement program (“CMAQ”) grant from the Federal Transit Administration (“FTA”) (Award WA-2020-087-00) in the amount of \$6,488,278 (the “CMAQ Grant”) to help improve air quality in urban areas by financing investments in various transportation demand management (“TDM”) activities and transit access improvements that improve traffic flow and support and encourage alternatives to driving alone; and

Whereas, the CMAQ Grant will support multi-modal transportation project planning and demonstration programs to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. Limited research and development activities are allowed under the CMAQ Grant but cannot be the primary purpose of the grant-funded work. The County intends to use up to \$225,000.00 of the CMAQ Grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement and not for research and development purposes as defined by 2 CFR 200.87 Research and Development (R&D):

R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

“Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed

toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

There will be no indirect costs charged to this award; and

Whereas, the City, whose Unique Entity Identifier (UEI) number is UEQNMC26C8T3, and the County provide TDM programs to commuters, students and residents directly or through employers, schools and/or property managers; and

Whereas, such TDM programs may include incentives, outreach, promotions, website development and maintenance, materials and services that facilitate travel by public transportation, shared rides, bicycling, walking and teleworking; and

Whereas, the City's TDM strategies, including activities conducted through South King County Trips (SKC Trips), have been effective in reducing drive-alone trips in Tukwila and South King County; and

Whereas, the City and County have continued to adapt and improve on these TDM strategies by targeting new market segments and adding new travel options for Tukwila area residents and workers;

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and the County that will help both Parties realize their respective TDM objectives. This Agreement also creates a mechanism to allow the County to reimburse the City for actual, direct costs incurred to perform the tasks identified in the Scope of Work ("SOW"), as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. In consideration of the City's performance of the tasks and responsibilities set forth in the SOW, the County will reimburse the City with available CMAQ Grant funds up to the capped reimbursement amount specified at Section 4 of this Agreement.

2. AGREEMENT TERM AND MODIFICATIONS

Upon signature by both Parties, this Agreement shall be effective as of January 1, 2023, and unless earlier terminated, shall remain in effect through December 31, 2024. The period of performance is from January 1, 2023 through December 31, 2024. If mutually agreed, the Agreement and period of performance may be extended by written amendment for up to an additional two (2) years. Exhibits and attachments may be modified at that time as may be mutually agreed by the Parties. Any extension shall be made in writing in accordance with

Section 14 of the Agreement. The County will extend this Agreement only on the condition that all City accounts with the County are current.

3. CITY'S RESPONSIBILITIES

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work identified with particularity in the SOW at Exhibit A to this Agreement. In addition to required tasks, applicable timelines and budget are also identified in Exhibit A.

4. COUNTY'S RESPONSIBILITIES

The County will reimburse the City for actual, direct costs incurred to satisfactorily perform the tasks and implement the TDM tasks as provided for in the SOW at Exhibit A to this Agreement. In no event shall the total reimbursement made by the County to the City for work performed pursuant to this Agreement exceed \$225,000.00 (the "Reimbursement Cap").

5. INVOICE AND PAYMENT PROCEDURES

The City shall submit completed invoice(s) to the County detailing direct costs, quarterly activities, outcomes and metrics within thirty (30) calendar days following each quarter's end. The County shall pay the City within thirty (30) calendar days after the County has received completed invoices. Indirect costs are not eligible for reimbursement under this Agreement.

In no event will the total County payments to the City exceed the Reimbursement Cap specified at Section 4 of this Agreement without the Parties mutually agreeing to amend this Agreement in accordance with Section 14 of the Agreement.

6. FEDERAL REQUIREMENTS

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto or incorporated herein by this reference:

1. 2 CFR Part 200.300 through 2 CFR Part 345, contained in Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum200.300>
2. 2 CFR Part 200.400 through 2 CFR Part 200.475, contained in Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum400.1>

3. The requirements and obligations imposed on a “Recipient” under the applicable provisions of the FTA Master Agreement. The Master Agreement text is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2020>
4. The requirements of FTA Circular 5010.1E Project Administration and Management. Circular 5010.1E text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/award-management-requirements-circular-50101e>
5. If the City contracts with a third party to provide all or a portion of the services described in this Agreement, then the City shall comply with FTA Circular 4220.1F. Circular 4220.1F text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions. The text is attached as Exhibit B which, together with Attachments A through E, is incorporated herein by this reference.

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The City agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The City shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The City’s failure to so comply with this Section shall constitute a material breach of this Agreement.

D. The County and City acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, City, or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant thereto) pertaining to any matter resulting from this Agreement.

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits and attachments in each contract and subcontract the City awards under this Agreement financed

in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

F. The City acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the City further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City to the extent the Federal Government deems appropriate.

1. The City also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5323(l)(1) on the City, to the extent the Federal Government deems appropriate.
2. The City agrees to include the language in Section F and Section F(1) above in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

G. Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the City is required to verify that none of the City, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The City is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the City certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the City knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The City agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of

any work or service that may arise from this Contract. The City further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Because the County is sub-granting \$25,000 or more of pass-through FTA funds, the County must comply with the reporting requirements of The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L.109-282., as amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be reported and the County hereby agrees to report sub-award data into the website www.USASpending.gov via www.ftrs.gov. The City agrees to provide the County with the information required in this paragraph within thirty (30) calendar days from the execution date of this Agreement:

- a. Location of the City (physical address(es), including congressional district(s)); and
- b. Place of performance (physical address(es), including congressional district(s)); and
- c. Unique identifier of the City and its parent (DUNS Number, a unique nine-digit number issued by Dun & Bradstreet (D&B) to a single business entity assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying it); and
- d. Total compensation and names of top five (5) executives IF BOTH of the following apply:
 - i. More than eighty percent (80%) of the City’s gross annual revenues are from the federal government, and those revenues are greater than \$25,000,000 annually, and
 - ii. Compensation information is not already available through reporting to the Securities and Exchange Commission.

I. The City agrees to provide the County with its Federal Central Contractor Registration number within thirty (30) calendar days of the execution of this Agreement. If it has not already registered, the City agrees to register with the Federal Central Contractor Registration at <https://sam.gov/content/home> and provide the County with the registration number within thirty (30) calendar days from the execution date of this Agreement. *Exceptions may be made on a case-by-case basis upon approval by the County.*

J. The City agrees to provide the County with a copy of its Title VI implementation plan in accordance with FTA Circular 4702.1B, Chapter III, Section 11. If the City does not have a Title VI plan, the County and the City agree to work together to sufficiently document the City’s adoption of the County’s Title VI plan, or in the alternative, the City’s implementation of its own Title VI plan.

K. In accordance with FTA Circular 4702.1B, Chapter II, Section 2, and by signing this Agreement, the City certifies that it will comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice “Guidelines for enforcement of Title

VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21.

7. DISPUTE RESOLUTION PROCESS

7.1 Designated Dispute Resolution Representatives. The following individuals are the Designated Representatives for the purpose of resolving any disputes that may arise under this Agreement:

For the County	For the City
Carol Cooper Mobility Innovations Managing Director King County Metro Transit 201 South Jackson Street, M/S KSC-TR-0411 Seattle, WA 98104 (206) 477-5871 carol.cooper @kingcounty.gov	Vicki Carlsen Finance Director City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188 (206) 433-1839 Vicky.Carlsen@tukwilawa.gov

7.2 The County representative and the City representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.

7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate City Administrator or her/his designee and the General Manager of King County Metro Transit or her/his designee shall confer and exercise good faith to resolve the dispute.

7.4 In the event the City Administrator and the General Manager of King County Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

7.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.

7.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

8. TERMINATION

8.1 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination of this Agreement, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8.2 Termination for Cause. If either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to initiate a correction of the violation or failure within fifteen (15) calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

8.3 Termination for Non-Appropriation or Loss of Grant Funding. This Agreement is contingent upon federal grant funding and local legislative appropriations. As such, in addition to termination for default or convenience, the County may terminate this Agreement for non-appropriation or loss of grant funding by giving not less than thirty (30) calendar days' written notice thereof to the City.

9. LEGAL RELATIONS

9.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

9.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.

9.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

9.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in

all cases, be construed according to its fair meaning and not strictly for or against either Party.

9.6 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

9.7 Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work using funds provided under this Agreement.

10. **FORCE MAJEURE**

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

11. **INDEMNIFICATION**

Both Parties shall protect, defend, indemnify and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either Party's negligent acts or omissions in performing their obligations under this Agreement. The Parties agree that they are fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of their employment as such, as they are for the acts and omissions of its own employees and agents. The Parties agree that their obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of their employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of both Parties immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Parties only, and only to the extent necessary to provide the Parties, their officers, employees, and agents with a full and complete indemnity of claims made by the Parties employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

13. SEVERABILITY

If any provision of this Agreement or any provision of any exhibit or attachment incorporated into the Agreement by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

14. CHANGES AND MODIFICATIONS

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

15. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

16. ALL TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

17. CONTRACT MANAGEMENT

The contact persons for the management of this Agreement (the “Contract Managers”) are identified and their contact information is provided herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers’ information shall state the effective date of said update.

Contract Manager	King County	City of Tukwila
Contact Name	Kristine Edens	Alison Turner

Title	Transportation Demand Management Lead (TDM Lead) King County Metro Market Innovation Section	Sustainable Transportation Program Manager City of Tukwila
Address	201 S. Jackson St. M/S KSC-TR-0411 Seattle, WA 98104	6300 Southcenter Blvd #100 Tukwila, WA 98188
Telephone	(206) 263-9701	206-433-7142
E-Mail	Kredens@kingcounty.gov	Alison.turner@tukwilawa.gov

The City shall conduct project administration and management to facilitate the effective and efficient progress and completion of the activities identified in Exhibit A (SOW) for the 2023-2024 period of performance. The City agrees to provide quarterly progress reports and invoices within thirty (30) days from the end of the quarter and any additional grant reporting requirements as requested by the County. The progress reports and invoices shall follow templates provided by the County within 30 days of agreement execution. Additionally, the City shall attend a quarterly TDM Regional Collaboration Meeting facilitated by the County with regional TDM partners.

18. RECORDS RETENTION AND AUDIT

- 18.1 During the term of this Agreement and for a period of not less than six (6) years from the expiration or earlier termination of the Agreement, or the date of final payment by the County, whichever is later, the City shall keep available for inspection and audit by the County and the federal government the records pertaining to the Agreement and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Agreement will be furnished by the City upon request. If any litigation, claim or audit is commenced related to performance of the Agreement, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 18.2 All Agreement costs must be documented including copies of invoices and time sheets showing hours worked and rates, or financial system expense reports documenting these items.
- 18.3 The County, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their duly authorized representatives shall have full access to and right to examine, during normal business hours, all City records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and other matters covered by this Agreement.

18.4 Unless already published and available through the online, accessible audit reporting database at the federal audit clearinghouse, the City shall submit to the County a copy of the City's A-133 Single Audit report when requested by the County for subrecipient monitoring purposes.

19. EXECUTION OF AGREEMENT

This Agreement may be executed in multiple counterparts, any one of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY

CITY OF TUKWILA

By: _____
Terry White
General Manager
King County Metro

By: _____
Allan Ekberg
Mayor
City of Tukwila

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

Transportation Demand Management Agreement with King County Metro
Period of Performance January 1, 2023 – December 31, 2024

Description

Funding will support the continued operation of the City of Tukwila transportation demand management program from January 2023 through December 2024. The City will provide TDM services for travelers with an origin or destination in the cities of Tukwila, Burien, Des Moines, Kent, Renton, and SeaTac through an extension of their Regional Mobility Grant (RMG) program and the City's TDM program.

The program scope of work described below includes cost estimates for the summarized activities. The program's efforts toward investing TDM resources where needs are greatest include programming and services to residents, workers, and students, especially newcomers to South King County. The Program will promote sustainable transportation alternatives to driving alone to improve access to mobility and reduce traffic congestion. The Program will support transportation users by identifying solutions to barriers and addressing the specific needs of community members. Strategies will include community outreach, community-based social marketing, motivational interviewing, education, incentive encouragement, distribution of safety gear, and installation of amenities such as bike racks. Programming will help build trust in public transportation by demystifying the system.

Background

Continuing the successful partnership between the City of Tukwila and King County Metro, The City of Tukwila's TDM Program will build partnerships and conduct community outreach at activity centers in Tukwila and South King County including:

- Tukwila Village and Tukwila International Boulevard District;
- The Southcenter Mall area;
- Sea-Tac Airport;
- Educational institutions such as the Tukwila School District, Renton Technical College, Highline College, and Green River College; and
- Multifamily housing developments.

The TDM Program will work in partnership with transit agencies, nonprofits, employers, and community organizations to reach priority populations through trusted channels. Priority populations include historically marginalized communities; Black, indigenous, and people of color; people with lower incomes; immigrants and refugees; English language learners; youth; and seniors. There will be a focus on partnering with agencies that support immigrants and refugees. Additionally, the Program will prioritize outreach to individuals who are likely to try a new mode such as people who have recently moved, are starting a new job, or are going to school.

As described below, the Program will:

- Promote sustainable transportation options including transit, active transportation, telework, carpool, vanpool, and first/last mile or innovative mobility services

- Provide rewards and incentives to remove barriers to and encourage use of sustainable transportation options (*note: the Program will use alternative sources of funding to purchase incentives such as ORCA cards*)
- Work to improve people’s perceptions of these options
- Inform residents, workers and students of transit service news and engagement opportunities, such as RapidRide I line outreach, upcoming Federal Way Link extension, first/last-mile and flexible services, and work to increase ORCA card usage
- Explore options for siting amenities such as bike lockers, bike racks, bike repair stations, wayfinding signage, etc.
- Educate employers on commute benefit strategies and programs

Work Plan with Cost Breakdown

Funds will be used in 2023 and 2024 under the City of Tukwila TDM program for the following activities.

Deliverables

1. Develop marketing materials such as website, surveys, flyers, and newsletters.
2. Outreach to community groups, individuals, employers, property managers, and other targeted groups of corridor users to promote use of sustainable transportation options.
3. Administration of rewards program.
4. Provide consultations and/or transportation trainings to interested organizations and employers.
5. Analysis of rewards program survey data to calculate VT and VMT reduced.
6. Submit progress reports, metrics, and invoices that include labor hours and receipts for reimbursable expenses, at least quarterly.

City of Tukwila 2023–2024 TDM Program Budget

The City of Tukwila TDM Program budget for 2023 to 2024 is laid out below. Funding sources include the state TDM Allocation (CTR Program), state Regional Mobility Grant (RMG), and a federal Congestion Mitigation and Air Quality Improvement Program Grant (CMAQ). In addition, the City provides work space, phone, and other resources for TDM staff.

Program Areas	2023–2024 Budget	CTR	RMG	CMAQ	KCM
CTR Program	\$74,204	100.0%	0.0%	0.0%	0.0%
Program administration	\$261,000	0.0%	15.3%	59.8%	24.9%
Outreach and education	\$231,000	0.0%	24.2%	64.9%	10.8%
Communications and marketing	\$175,000	0.0%	28.6%	28.6%	42.9%
Partnerships and professional services	\$129,000	0.0%	42.6%	49.6%	7.8%
Incentives	\$75,000	0.0%	100.0%	0.0%	0.0%
Small grant program	\$140,000	0.0%	42.9%	21.4%	35.7%
Total Program Budget	\$1,085,204	\$74,204	\$336,000	\$450,000	\$225,000

EXHIBIT B

FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT REQUIREMENTS

This Contract will be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, as revised, dated March 18, 2013, as are the requirements of the Master Agreement between King County (“the County”) and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors and Subcontractors are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

1-1 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- B. DBE Program. The DBE requirements of 49 CFR Part 26 apply to this Contract. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
 - 1. Advertise opportunities for subcontractors and suppliers (“subcontractors”) in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
 - 2. Effectively use the services of available minority/women community organizations, Contractors’ groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a

case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

5. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 6. Achieve DBE attainment through joint ventures.
 7. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
 8. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved.
 9. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 10. Negotiate in good faith with interested DBEs and other small businesses.
 11. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
 12. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 13. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date of contract award.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Office of Business Development and Contract Compliance (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 263-9717. Notice referenced herein should be delivered to the following address:

King County Department of Finance

Office of Business Relations and Economic Development
401 Fifth Avenue, Suite 350
MS CNK-ES-0350
Seattle, WA 98104
Phone: (206) 263-9717
Fax: (206) 205-0840

- F. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.
- G. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

1-2 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1-3 No Federal Government Obligations to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1-4 Civil Rights

The following requirements shall apply to this Contract and all third-party contracts:

(A) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. §793 and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Sex. In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, and FTA Circular 4220.1F Chapter IV, Section 2(a)(5)(b), the Contractor agrees to refrain from discrimination against present and prospective employees on the basis of their sex. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age. In accordance with The “Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, and section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.'

(C) Information and Reports. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FTA, as appropriate, and shall set forth efforts made to obtain the information.

(D) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

(E) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1-5 Labor Provisions – Non-Construction Contracts (For Contracts in excess of \$100,000)

The Contractor agrees to comply, and assures the compliance by each subcontractor or subconsultant at any tier with any applicable employee protection requirements for non-construction employees of Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 3701-3702 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. These include but are not limited to the following:

A. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1))

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2))

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

D. Payrolls and Basic Records

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c))

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)). The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.

1-6 Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1-7 Audit and Inspection of Records

Access to Records. The following access to records requirements apply to this Contract:

A. Where the FTA Recipient or a subgrantee of a FTA Recipient ("Purchaser") is the County, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions in accordance with 2 C.F.R. 200.336. Contractor also agrees to provide the County and the FTA Administrator or his or her authorized representatives including any PMO Contractor, pursuant to 49 C.F.R. 633.17, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Purchaser, the FTA Administrator or his or her authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified

acquisition threshold currently set at \$100,000 (49 CFR Part 633.5).

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. FTA does not require the inclusion of these requirements in subcontracts.

1-8 FTA Protest Procedures

Bidders are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the FTA may entertain a protest that alleges that the County failed to have or follow written protest procedures. Bidders must file a protest with the FTA not later than five (5) working days after the County renders a final decision or five (5) working days after the Bidder knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After five (5) days, the County will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

The County will not award a contract for five (5) working days following its decision on a Bid protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.

1-9 Privacy

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

1-10 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 2 CFR Part 180.300 and 2 CFR Part 1200, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000, each Bidder shall complete and submit, as part of its Bid, the certification contained in Attachment A for itself, its principals and its subcontractor(s) for any subcontract in excess of \$25,000. The inability of a Bidder to provide a certification in Attachment A will not necessarily result in denial of consideration for contract award. A Bidder that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Bidder from participation under this Bid. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Bidder knowingly rendered an erroneous certification or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Bidder. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

1-11 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility

By submitting a Bid for this Contract, the Bidder agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment B.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment B.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

1-12 Disclosure of Lobbying Activities

Bids in excess of \$100,000 require Attachment C, "Certification Regarding Lobbying," and Attachment D, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, in accordance with the instructions contained in Attachment F to this Agreement, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 *et seq.*, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

1-13 False or Fraudulent Statements or Claims

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1-14 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

1-15 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note; FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in

turn, report each violation as required to assure notification to FTA and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.* The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for work performed under this contract unless the FTA makes the specific findings required by 49 USC § 303.

E. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 *et seq.* involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

1-16 Termination Provisions Required

All contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it will be effected and the basis for settlement.

(Required by FTA Circular 4220.1F, Page IV-13).

1-17 Breach Provisions Required

All contracts in excess of \$100,000 shall contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1F, Page IV-13).

1-18 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

1-19 Sensitive Security Information

The Contractor shall protect, and take measures to ensure that its subcontractors at each tier, protect “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. 40119 (b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. § 114 (r) and implementing Department of Homeland Security Regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

1-20 Seatbelt Use

Contractor shall adopt and promote on-the-job seatbelt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles in compliance with Federal Executive Order No. 13043, “Increasing Seatbelt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note. This provision shall be included in each third party subcontract involving the work performed under this contract.

1-21 Texting While Driving and Distracted Driving

Contractor shall promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009. This provision shall be included in each third party subcontract involving this project.

1-22 Use of \$1 Coins

The Contractor and the County agree to comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

Federal Transit Administration (FTA)

The prospective Primary Participant (potential contractor for a major third-party contract),
_____ certifies to the best of its knowledge and belief, that it and its
principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER-TIER COVERED
TRANSACTIONS**

(This Attachment may be completed and submitted to the Buyer after award of Contract.)

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), _____ certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC §§ 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C

CERTIFICATE OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the contract administrator.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT D

**DISCLOSURE FORM TO REPORT LOBBYING
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI):	
11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not	Signature: _____ Print Name: _____	

less than \$10,000 and not more than \$100,000 for each such failure.

Title:

Telephone No:

Date:

ATTACHMENT E

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB)

number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
BY: **Brittany Robinson, Public Works Grant Analyst**
CC: **Mayor Allan Ekberg**
DATE: **February 3, 2023**
SUBJECT: **Strander Blvd Extension Phase 3 Project**
Project No. 98610403
Update on Unsuccessful 2022 RAISE Grant

ISSUE

Update regarding the unsuccessful application for the 2022 Rebuilding American Infrastructure with Sustainability & Equity (RAISE) grant program for the Strander Blvd Extension Project. Strategic discussion on future federal grant opportunities.

BACKGROUND

Conversations on the Strander Blvd Extension started in the 1980s. The City of Renton had the lead at that time and completed Phases 1 and 2 of the project. The City of Tukwila was the lead on Phase 3. The purpose of the project was to meet growth management concurrency standards, and to move 22,500 vehicles per day off South 180th Street, Grady Way and I-405. The project was planned to complete the last 1,500 feet of an east-west connection by constructing a safe crossing of a key regional railroad line.

On February 16, 2016, Council approved BergerABAM to begin preliminary design of the Strander Blvd Extensions Phase 3 project. During the preliminary engineering phase, the project became more complicated due to unforeseen circumstances and the cost estimate increased.

In 2019, design was stopped at 30% in order to conduct the Value Engineering (VE) Study, which was recommended by the Washington State Department of Transportation (WSDOT). BergerABAM (now part of WSP) was selected as the City's VE study consultant. Based on information provided in the VE study, the total project costs increased from \$39,102,000 to \$83,781,626, more than double the original estimate.

Council Decision to Stop Project

At the June 10, 2019, Committee of the Whole meeting, three options were presented for Council to consider by the Public Works Director and the consultant, BergerABAM:

Option 1: Continue with the current design of a 4-lane road. \$5 to \$10 million potential cost savings identified by VE Study.

Option 2: Incorporate value engineering proposals of a 2-lane road with no seal, if possible, and continue design. This option would eliminate walls on one side of the structure. \$10 to \$25 million potential cost savings identified. Option 2 was the recommendation of City Administration.

Option 3. Stop work. Return grant funding and reimburse federal funds spent to date.

The council consensus at the June 10 2019 Committee of the Whole meeting was to stop work and return grant funding (\$2 million of the full \$5 million STP grant from PSRC) due to:

- significant cost increase for the project, which was at 30% design and clarified with the VE,
- no clear funding path to make up the financial gap of approximately \$44 to \$66 million,
- reduced benefits if not pursuing a full-build to 4 lanes (which could reduce funding partners),
- the determination that it was better to stop now and return funds.

DISCUSSION

On December 14, 2022, the United States Department of Transportation (USDOT) opened their call for projects for RAISE grant funding. The RAISE program is a federal funding source that supports road, rail, transit, and port infrastructure projects that have local and regional impacts. The deadline to apply for funding is February 28, 2023. Staff is bringing this item to Committee for discussion.

The City has applied for RAISE funding (formerly known as TIGER and BUILD) eight times since 2010 for the Strander Blvd Extension project. To date, we have not been successful in procuring these funds, even when we had support from other funders, legislature, and community partners. If we apply in 2023, this will be the ninth time the City has applied for a RAISE grant for the Strander Extension Project. The most recent application was submitted in 2022 and was unsuccessful.

Timeline

August 2010	Applied for TIGER Grant (unsuccessful)
March 2012	Applied for TIGER Grant (unsuccessful)
April 2014	Applied for FASTLANE Grant (successful)
April 2014	Applied for TIGER Grant (unsuccessful)
June 2015	Applied for TIGER Grant (unsuccessful)
February 2016	Preliminary Design Begins, project cost estimated at \$39M at this time
March 2016	Applied for PSRC Grant (successful)
April 2016	Applied for TIGER Grant (unsuccessful)
October 2017	Applied for TIGER Grant (unsuccessful)
March 2018	Applied for FMSIB Grant (successful)
April 2018	Applied for PSRC Grant (unsuccessful)
July 2018	Applied for TIB Grant (unsuccessful)
July 2018	Applied for BUILD Grant (unsuccessful)
Early 2019	30% design complete, project complications identified. VE study recommended.
Early 2019	VE study completed, new cost estimate for project increased to \$83M
June 2019	Council consensus to stop project
2019-2020	All awarded grant funding returned (approx. \$2M)
January 2021	Strander Project Removed from the Capital Improvement Program (CIP)
March 2022	Consultant provided new cost estimate of \$100M for the Strander Project. This estimate was acquired for the 2022 RAISE grant application
April 2022	Applied for RAISE Grant (unsuccessful)
February 28, 2023	2023 RAISE Grant Deadline

Feedback From Granting Agency

On January 31, 2023, City staff met with USDOT and Federal Highway Association officials to discuss feedback regarding our 2022 RAISE grant submission. Of the 936 grant applications for the 2022 RAISE grant, only 303 applications made it through the review process and were recommended to the Secretary. Of the applications that made it to the Secretary, only 166 applications were approved for funding. The Tukwila project application was denied for four main reasons:

1. The fact that we returned \$5 million in Fastlane funding for this project in 2019 reflected negatively on our application. For future applications for the Strander Blvd Extension project, the City would need to address the return of funds.
2. The 2022 grant application did not address the gaps in funding for the project. The City would need funding commitments from other grantors, outside of RAISE, in order for USDOT to feel secure in their investment. The City could also put forth funding, but the current gap, assuming RAISE funding is received, is estimated to be \$80 million.
3. The project review team left a comment on the project schedule stating that the scheduled is too aggressive and unrealistic. They did not think we could meet the schedule laid out in the RAISE requirements.
4. The project scored medium in innovation due to lack of new and emerging technologies in the areas of traffic rate collection and environmental risk.

Feedback from Federal Lobbyist

The City also received feedback from our federal lobbyist, who suggested that we should wait to apply for the 2024 RAISE application for the Allentown Truck Reroute project, as that is likely to be a more competitive project due to the high level of neighborhood involvement.

FINANCIAL IMPACT

Since 2016, cost estimates for the Strander Blvd Extension project have increased from \$39 million to approximately \$100 million. The \$100 million estimate was provided by TranTech Engineering, a local consulting firm, in support of the City's 2022 RAISE grant application. The cost estimate is preliminary and will need to be updated to provide accurate project costs.

A key reason the project was stopped is because there was no clear funding path to make up the financial gap after the project costs increased. Since that time, the gap in funding has continued to increase because all secured grants were returned and the project was removed from the Capital Improvement Program (CIP), which removed all allocated City funds from the project. There is no budget to support grant leverage, staffing, or other costs associated with restarting the Strander Blvd Extension project.

The Public Works Engineering Team also has a key Project Manager position frozen, which would be necessary to provide enough internal capacity to reinstate this project.

RECOMMENDATION

Administration recommends not applying for the 2023 RAISE grant so that next year we are in a better position to apply for funding for the Allentown Truck Reroute project, which will have a five-year deadline once the Environmental Impact Statement (EIS) is complete.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Brittany Robinson, Public Works Grant Analyst**
Josh Hopkins, Project Manager
 CC: **Mayor Ekberg**
 DATE: **February 3, 2023**
 SUBJECT: **Surface Water Fund – Nelsen Side Channel**
Project No. 91641203
Grant Application

ISSUE

Authorize the submittal of a grant application to the King County Conservation Futures (CFT) grant program.

BACKGROUND

The Nelsen side channel is a remnant section of the Green River as it existed prior to the construction of the I-405 in the 1960s. The remnant channel is separated from the mainstem of the river by a constructed levee but offers potential as off-channel rearing habitat for threatened Puget Sound Chinook salmon and other aquatic species. This project will set the levee back to create a ±1.2-acre side channel, restore an acre of riparian forest, provide additional flood storage, and provide public access to the river. Currently, there is a concept design in place for this project and property transfer arrangements are underway between the City, WDNR and WSDOT.

DISCUSSION

King County is currently seeking applications for its CFT grant program. The CFT program goal is to deliver projects that protect forests, shorelines, farms, greenways, and trails for future generations to enjoy forever. Grant submissions are due on March 6, 2023.

FISCAL IMPACT

The City is seeking \$200,000 from the CFT grant program to fund acquisition costs of the Nelson Family Trust property (shown on the attached map) for the Nelsen Side Channel Project. The grant application indicates that the City must match the grant 1:1. The match would come from the Surface Water utility fund and the Open Spaces River Corridor grant, which has \$25,000 allocated for acquisition. Staff are also applying for a match waiver, and if approved, the CFT grant would fund the project 100%.

	<u>Amount</u>	<u>Fund Source</u>	<u>2023-2024 Match Budget</u>
CFT Grant	\$200,000	OSRC	\$25,000
Match	<u>200,000</u>	Utility Fund	<u>200,000</u>
Total	\$400,000		\$250,000

RECOMMENDATION

Committee is being asked to approve the submittal of the Conservation Futures grant application for the Nelsen Side Channel project.

Attachments: 2023 CIP Page, pg. 83
Project Map and Site Photos

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Nelsen Salmon Habitat Side Channel

Project No. 91641203

DESCRIPTION: Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river channel with the Green River.

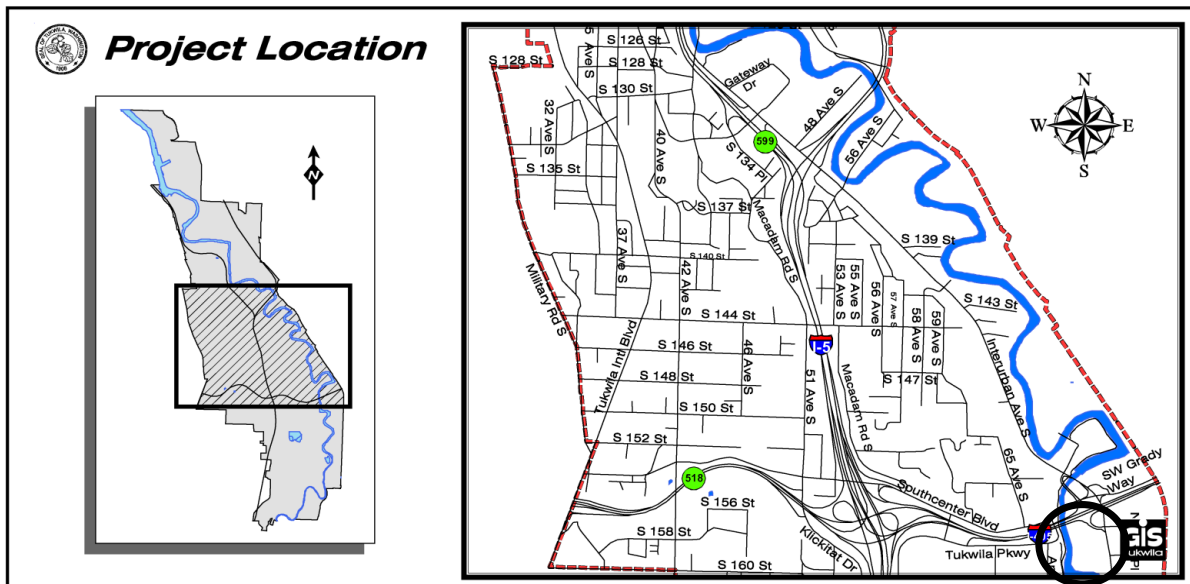
JUSTIFICATION: WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan.

STATUS: The project area is primarily within State lands, but the intent is to transfer to City. The project may take place under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains in 2020 with a low probability of success.

MAINT. IMPACT: Expected to increase maintenance

COMMENT: Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

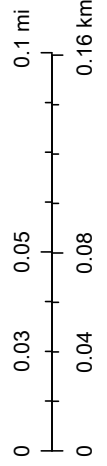
FINANCIAL (in \$000's)	Through Estimated		2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
	2021	2022								
EXPENSES										
Design		50	300	300						650
Land (R/W)		5	300							305
Monitoring										0
Const. Mgmt.					385					385
Construction					1,440					1,440
TOTAL EXPENSES	0	55	600	300	1,825	0	0	0	0	2,780
FUND SOURCES										
Awarded Grant		50	150	150						350
Proposed Grant			300	100	1,232					1,632
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	5	150	50	593	0	0	0	0	798
TOTAL SOURCES	0	55	600	300	1,825	0	0	0	0	2,780



Map - Parcel Map and Site Photos



1:4,514



- Parcels
- Buildings
- Street

Site Photos



Site Photo 1. View east over remnant Green River channel taken from the levee on the west side of the project site. To the right is a hedgerow screening the adjacent Extended Stay America Hotel. In the background is the I-405 Exit #1 Off-ramp to State Route 181 West Valley Highway. In the foreground and middle ground is a mix of native and non-native woody vegetation surrounding the remnant channel. See Site Map for Site Photo 1 Viewpoint.

Site Photos



Site Photo 2. View south along levee towards public access and parking lots for Wood Spring Suites and Ramada Hotel. To the left is native and non-native vegetation bordering the backwater channel. To the right is native and non-native vegetation along the Green River buffer. See Site Map for Site Photo 2 Viewpoint.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Brittany Robinson, Public Works Grant Analyst**
Josh Hopkins, Project Manager
 CC: **Mayor Ekberg**
 DATE: **February 3, 2023**
 SUBJECT: **Surface Water Fund – Nelsen Side Channel**
Project No. 91641203
Grant Application

ISSUE

Authorize the submittal of a grant application to the King County 2023 Cooperative Watershed Management (CWM) grant program.

BACKGROUND

The Nelsen side channel is a remnant section of the Green River as it existed prior to the construction of the I-405 in the 1960s. The remnant channel is separated from the mainstem of the river by a constructed levee but offers potential as off-channel rearing habitat for threatened Puget Sound Chinook salmon and other aquatic species. This project will set the levee back to create a ±1.2-acre side channel, restore an acre of riparian forest, provide additional flood storage, and provide public access to the river. Currently, there is a concept design in place for this project and property transfer arrangements are underway between the City, WDNR and WSDOT.

DISCUSSION

King County is currently seeking applications for the 2023 CWM grant program. The CWM program goal is to deliver projects that intended to recover ESA-listed salmon species and restore watershed ecosystems. The priorities, driven primarily by WRIA salmon conservation plans, include habitat restoration and protection, water quality improvements, regionally-coordinated monitoring, watershed planning, stewardship, outreach, and education. Grant submissions are due on March 3, 2023.

FISCAL IMPACT

The City is seeking \$700,000 from the CWM grant program to fund additional acquisition and design costs for the Nelsen Side Channel Project. The grant application indicates that the City must leverage costs outside of the grant request. In this case, the leveraged costs have already been funded by other grants.

	<u>Amount</u>	<u>Fund Source</u>	<u>Leverage Budget</u>
CWM Grant	\$700,000	2021 CWM	\$250,000
Leverage	<u>600,000</u>	RCO	100,000
Total	\$1,300,000	OSRC	<u>250,000</u>
		Total	\$600,000

RECOMMENDATION

Committee is being asked to approve the submittal of the Cooperative Watershed Management grant application for the Nelsen Side Channel project.

Attachments: 2023 CIP Page 83
Project Milestones

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Nelsen Salmon Habitat Side Channel

Project No. 91641203

DESCRIPTION: Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river channel with the Green River.

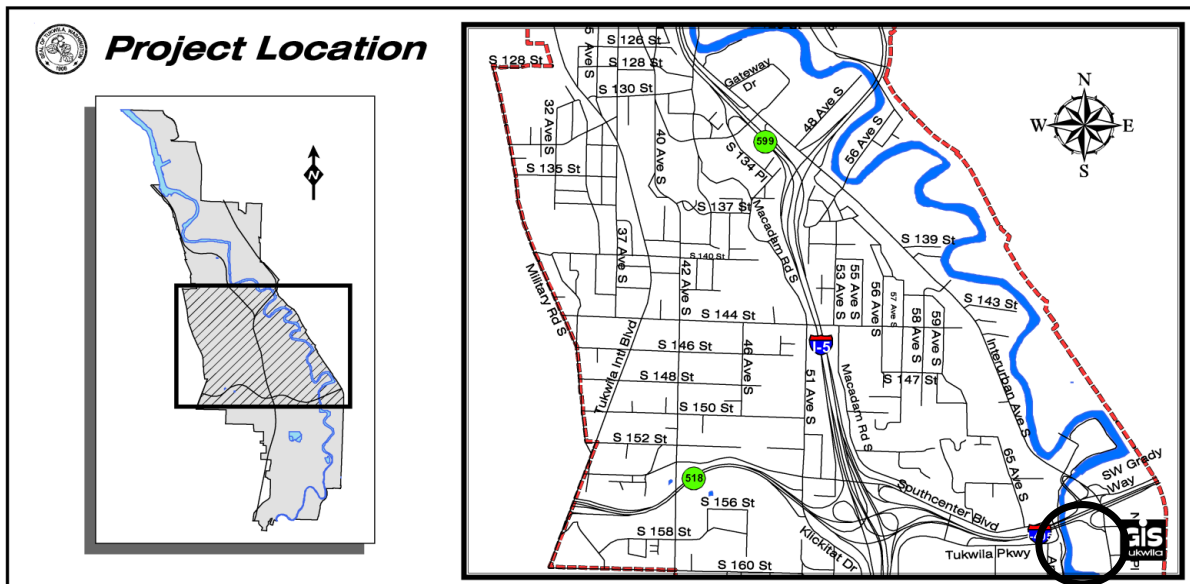
JUSTIFICATION: WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan.

STATUS: The project area is primarily within State lands, but the intent is to transfer to City. The project may take place under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains in 2020 with a low probability of success.

MAINT. IMPACT: Expected to increase maintenance

COMMENT: Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL (in \$000's)	Through Estimated										TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design		50	300	300						650	
Land (R/W)		5	300							305	
Monitoring										0	
Const. Mgmt.					385					385	
Construction					1,440					1,440	
TOTAL EXPENSES	0	55	600	300	1,825	0	0	0	0	2,780	
FUND SOURCES											
Awarded Grant		50	150	150						350	
Proposed Grant			300	100	1,232					1,632	
Mitigation Actual										0	
Mitigation Expected										0	
Utility Revenue	0	5	150	50	593	0	0	0	0	798	
TOTAL SOURCES	0	55	600	300	1,825	0	0	0	0	2,780	



Nelsen Side Channel Project Milestones		Target Date
Hire Design Consultant		3/15/2023
Apply for Permits		5/30/2024
Purchase Nelsen Family Trust Parcel		5/30/2024
Cultural Resources Complete		12/31/2023
Data Gathering Started		4/30/2023
Data Gathering Complete		6/30/2023
Preliminary Design Complete		12/31/2023
Final Project Design Complete		6/30/2024
Hire Construction Consultant		03/31/2025
Project Construction to Start		06/01/2025
Project Complete		06/01/2026



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director**
 BY: **Mike Perfetti, Surface Water Sr. Program Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **February 3, 2023**
 SUBJECT: **Surface Water Fund – Green the Green Shoreline Restoration Maintenance**
Project Number 91641202
Contract 21-074 Amendment No. 2

ISSUE

Approve Amendment No. 2 to Contract No. 21-074 with At Work! Commercial Enterprises LLC.

BACKGROUND

The City’s Green the Green Shoreline Restoration project, a public-private partnership, accomplished the removal of 1.82 acres of invasive plant species and the installation of 5,700 native plants along 1,941 lineal feet of Green River shoreline. This phase of the project is intended to support plant establishment and control invasive species regrowth over the next 2 years.

DISCUSSION

At Work! performed invasive species control and plant establishment throughout 2021 and 2022 at the NC Machinery and JSH/Southcenter Office Plaza sites, which were restored in 2020. Today, the JSH/Southcenter Office Plaza site is largely weed free and is functioning as planned, and the NC Machinery site, while showing overall success, requires additional invasive species control work and subsequent adaptive management planting. This amendment will allow the contractor to provide two additional years of needed maintenance at both locations and add adaptive management planting at the NC Machinery site.

FISCAL IMPACT

Contract Amendment No.2 brings the total contract amount to \$65,927.10, which is over the \$40,000 threshold for Council approval. Staff are applying for a King County ReGreen the Green grant, which would be used to cover the cost of Amendment No. 2. The 2023 CIP budget for this project is also sufficient to cover the cost of the contract if necessary.

	<u>Cost Estimate</u>	<u>Budget (2023)</u>
Original Contract	\$28,736.10	\$185,000.00
Amendment #1 (Time only)	0.00	
Amendment #2	37,191.00	
Total	\$65,927.10	

RECOMMENDATION

Council is being asked to approve Amendment No. 2 with At Work! Commercial Enterprises, Inc. in the amount of \$37,191.00 and consider this item on the Consent Agenda at the January 23, 2022, Special Council Meeting.

Attachments: 2023-2028 CIP page 80
At Work Commercial Enterprises LLC Contract 21-074 Amendment no. 2



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 21-074

CONTRACT FOR SERVICES

**Change Order #2
Short Form Contract**

Between the City of Tukwila and At Work! Commercial Enterprises, LLC

That portion of Contract No. 21-163 between the City of Tukwila and At Work! Commercial Enterprises, LLC is hereby amended as follows:

Section 3: Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by reference. The total amount to be paid shall not exceed **\$65,927.10** at a rate of N/A except by written agreement of the parties.

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

Dated this 9th day of January, 2023.

CITY OF TUKWILA

CONTRACTOR

Atwork Commercial Enterprises LLC

Allan Ekberg, Mayor

[Signature]

Printed Name: John H. Song

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

EXHIBIT B

ATWORK COMMERCIAL ENTERPRISES LLC

1935 152nd PI Ne
Bellevue, WA 98007
(425) 274-4026, (206) 434-6623
Johns1@atworkwa.org
12-18-2022

City of Tukwila

Green to Green Project # 91641202
Contract Extension Cost Proposal

Contract Extension Duration: 2 years, January 1,2023 to December 31, 2024

Scope of work and terms as per contract.

JSH Site

Item #	Item Description	Unit	Unit Price	Amount
1	Invasive Weed Control	1	\$2,679	\$2,679.00
2	Plant Maintenance	1	\$5,600	\$5,600.00
3	Project Management	1	\$1,200	\$1,200.00

Total for JSH Site for 2 year period: \$9,479.00

Harnish Group Site

Item #	Item Description	Unit	Unit Price	Amount
4	Invasive Weed Control	1	\$2,679	\$2,679.00
5	Plant Maintenance	1	\$12,343	\$12,343.00
6	Project Management	1	\$1,440	\$1,440.00
7	Adaptive Mgt (Plant Qty as per plan) Work to be done prior to March 30, 2023	1	\$11,250.00	\$11,250.00

Total for Harnish Group Site for 2 year period: \$27,712.00

Total for 2 year period: \$37,191.00

Signature: *John H. Song*

Title: Business Development Manager

Date: 12-18-2022

Legend

- Zone 1 - Wet, Steep
- Zone 2 - Steep, Unmowed
- Zone 3 - Drier, Upland
- Zone 4 - Eventual Hedgerow
- Zone 5 - Access Zone / Unplantable
- Project Boundary

Plant survival and plant health is relatively low in this general area, Install 10-Pacific Madrone, 25-Douglas Fir, 25-Big Leaf Maples, 25-Beaked Hazlenut, 50-Oceanspray, 100- Red Flowerng Currant, 100-Snowberry and 150 Nootka Rose. Plant materialand spacing shall be per contract. Owner to verify location prior to planting. Theboundary is approximate and may not be sufficiently sized to accommodate all plants, in which case plants shall be located in other suitable locations throughoutthe site as approved by Owner.

Zone 1, and to a lesser degree, Zone 2, experience water-conveyed weed seeds; steep slopes and recent sloughing events make access more challenging; continue invasive removal and replant steep slopes, sloughing areas and other areas void of native vegetation with 100 live stake willows (40 S. sitchensis , 40 S. sitchensis and 20 S. luciandra) 10 Black Cottonwoods, 100 Pacific ninebark, 100 Redosier dogwood, 50 Peafruited rose, 10 Western Red Cedar and 10 Oregon Ash)

Invasive species occur throughout the site. Continue to control all invasives species per contract and maintain all planted plants. Continue to comply with all aspects of the easement and all other conditions in the contract.

ADAPTIVE MANAGEMENT PLAN 2022-12-09

Pictometry International Corp. 2015



Tukwila Green the Green Planting Zone Map NC Machinery



1:827



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KCD Planner: Kristen Reichardt
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October 03, 2017



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Brittany Robinson, Public Works Grant Analyst**
Mike Perfetti, Surface Water Sr. Program Manager
 CC: **Mayor Ekberg**
 DATE: **February 3, 2023**
 SUBJECT: **Surface Water Fund – Green the Green**
Project No. 91641202
Grant Application

ISSUE

Authorize the submittal of a King County ReGreen the Green grant application for the Green the Green Program.

BACKGROUND

The Green the Green program supports revegetation efforts along watercourses within the City with main goal of providing habitat and reducing water temperatures. Funding may be utilized for costs related to planting or maintenance, and include City and partner projects that contribute to the goals.

DISCUSSION

King County is currently seeking applications for its ReGreen the Green grant program. The ReGreen the Green program supports projects designed to enhance riparian vegetation along the Green/Duwamish River and its tributaries. Grant submissions are due on March 3, 2023.

The City plans to request funding to provide two years of needed maintenance at the NC Machinery and JSH/Southcenter Office Plaza sites, including consultant and internal staff costs. After the successful restoration of the NC Machinery and JSH Properties sites, the City will work with a selected non-profit partner(s) or other organization to reach out to private property owners in Tukwila to gain interest in partnering on shoreline restoration. Priority will be given to longer and/or larger areas of shoreline and those that are high priority for shade.

FISCAL IMPACT

The City is seeking \$50,000 from the ReGreen the Green grant program. King County has a match leverage requirement, which is \$10,000 for this grant application. The project CIP budget is sufficient to cover the leverage.

	<u>Amount</u>	<u>Fund Source</u>	<u>2023 Budget</u>
Grant	\$50,000	CIP	\$185,000
Leverage	<u>10,000</u>		
Total	\$60,000	Total	\$185,000

RECOMMENDATION

Committee is being asked to approve the submittal of the ReGreen the Green grant application for the Green the Green program.

Attachments: 2023 CIP Page 80
 Green the Green Work Location List
 NC Machinery Site
 JSH/Southcenter Office Plaza Site

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Green the Green Program

Project No. 91641202

DESCRIPTION: This program supports revegetation efforts along watercourses within the City with main goal of providing habitat and reducing water temperatures. Funding may be utilized for costs related to planting or maintenance and include City and partner projects that contribute to the goals.

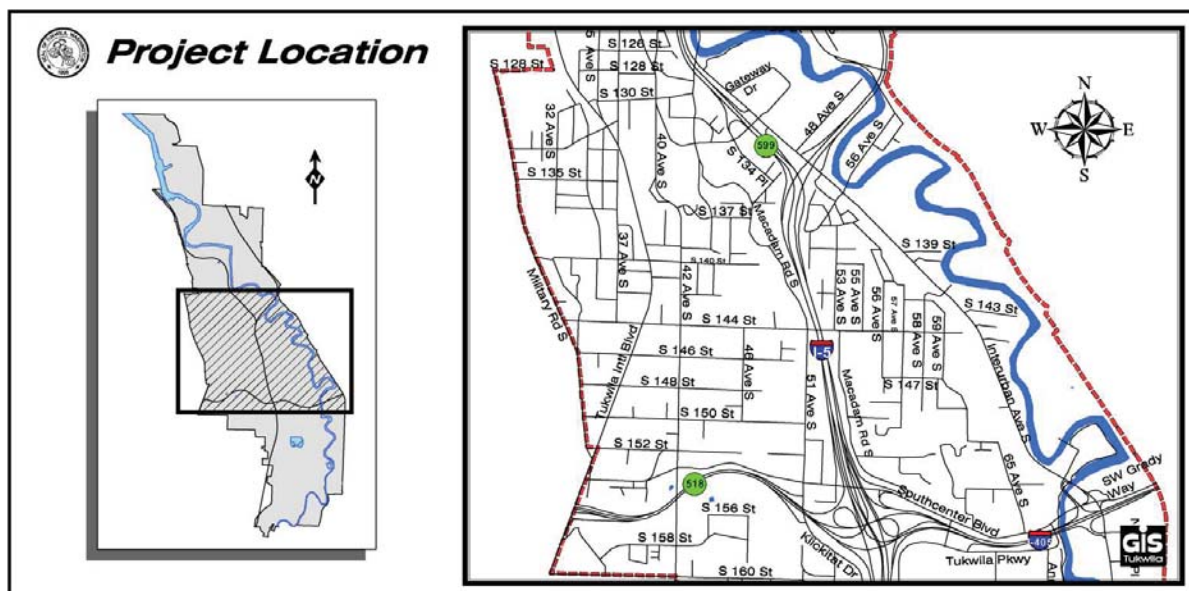
JUSTIFICATION: WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river.

STATUS: Pilot project at NC Machinery & Southcenter Plaza completed and in ongoing maintenance. Funds maintenance of recently completed surface water CIP projects meeting program goals. Other opportunities are being identified in a collaborative interdepartmental effort.

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Grant funding ongoing. Funding to date has come from WRIA9, King Co., and the Rose Foundation.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design	35		20	5	20	5	20	5	30	140	
Land (R/W)			5		5			3	5	18	
Monitoring & Maint.	10	8	160	50	80	30	60	60	45	503	
Const. Mgmt.	9			25	0	25		20	20	99	
Construction	181			100		100		100	100	581	
TOTAL EXPENSES	235	8	185	180	105	160	80	188	200	1,341	
FUND SOURCES											
Awarded Grants KC	172	8	29							209	
Proposed Grants			40	50	50	50	50	50	50	340	
Rose Foundation	25									25	
Mitigation Expected										0	
Utility Revenue	38	0	116	130	55	110	30	138	150	767	
TOTAL SOURCES	235	8	185	180	105	160	80	188	200	1,341	



previous effort by City, King Co and Forterra in 2019/2020 put on hold/cancelled

Landowner / Business Name	Priority Level	Address	Contact Info	Project Length	Bank Width	Project Area	Invasives Present	Slope	Feasible	Notes
America's Best Value Inn & Suites, Sunrise Garden Inn LLC	High	14800 Interurban Ave S	Sam - front desk	630 ft	25-27 ft	16400 sq ft	Knotweed (some treated), blackberry	very steep slope, some parts undercut	Challenge - knotweed, slope	Knotweed treated, some resprout
Harnish Group / NC Machiner CAT			Randy Dean -	595 ft	40-80 ft	23800 sq ft	Blackberry	wide, project, gradual slope	Yes	Site visit will be scheduled this week
JSH Properties				920 ft	27+ ft		Blackberry, Knotweed (some treated), ivy (thick mat near sidewalk)	very steep, undercut at parts, shelf	Challenge - knotweed, slope	100' restoration planting already done are area that sloughed off, permits and plan already created
Teo Hunter	Critical	3834 S 116th St		55 ft	20 ft		some ivy, blackberry & morning glory, mostly controlled	Very steep, some fill material, small retaining wall, stairs/ladder	Challenge - small, narrow site, fill material, steep	Steep slope, fill material, slope failure adjacent to proposed project site, landowner wants access, willing to do work himself
Rose Reid	Medium, Low	13336th 56th Ave S		70 ft	~35 ft		some ivy, morning glory, mostly native	Moderately steep, hard to tell from site visit	Challenge - hard to find slope, yard waste pile, fence	Natives intermixed with some blackberry, yard clippings
Mary Ellen Whitehead	High	13335 56th Ave S		50 ft	50+ ft		thick blackberry hedgerow, some morning glory, RCG	gradual, perfect for planting project	Yes	very wide project, just goes into lawn, no fence, thick BB hedge
Cheryl & David Steele	Medium	11608 40th Ave S		100 ft	15 - 30 ft		Black locust trees along bank, knotweed, some blackberry, little ivy, morning glory	gradual, easy, small project	Yes - narrow project due to home location	house right next to locust trees

planting completed 2020

planting completed 2020

Legend

- Zone 1 - Wet, Steep
- Zone 2 - Steep, Unmowed
- Zone 3 - Drier, Upland
- Zone 4 - Eventual Hedgerow
- Zone 5 - Access Zone / Unplantable
- Project Boundary



Pictometry International Corp. 2015

Tukwila Green the Green Planting Zone Map NC Machinery



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Legend

- JSH Property Boundary
- Zone 1 - Tidal/Wet Zone; Edge of River
- Zone 2 - Steep Slope; Use Stakes
- Zone 3 - Ivy Hedge
- Zone 4 - Dry, Sunny, Blackberry
- Zone 5 - Established Tree Canopy; Add Conifers
- Zone 6 - Planted 2016

Pictometry International Corp. 2015

**Tukwila Green the Green
Planting Zones Map
JSH Properties**



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KCD Planner: Kristen Reichardt
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INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
BY: Adib Altallal, Utilities Engineer
CC: Mayor Allan Ekberg
DATE: February 3, 2023
**SUBJECT: Sewer Lift Station 5 Rebuild - Design Contract
Project No. 92340201
Consultant Selection and Agreement**

ISSUE

Approve the consultant selection and agreement with PACE Engineers, Inc. for the design of the Sewer Lift Station 5 Rebuild Project.

BACKGROUND

Sewer Lift Station 5 is located near the I-405 ramps at Interurban Ave S, along Fort Dent Way. The sewer lift station was originally constructed in 1980 and later updated in 2000. No significant improvements have taken place since. The pumps, fittings, and electrical components have neared their useful life and have resulted in an increased need for maintenance. The existing pumps are obsolete, and the electrical components will need to be brought up to code to prevent unsafe access by City staff. Rebuilding Sewer Lift Station 5 will reduce maintenance costs and reduce the risk of failure.

DISCUSSION

The City contacted four qualified consultants with a request for proposal for the Sewer Lift Station 5 Rebuild Project. All four consultants submitted a proposal. The review board awarded the design contract to PACE due to their familiarity with the City’s sewer system and the great work they did recently on Sewer Lift Station 2.

FINANCIAL IMPACT

The contract is for \$236,801.25. The project costs are within budget and are 100% funded by the sewer enterprise fund.

	<u>Cost Estimate</u>	<u>2023-2024 Design Budget</u>
PACE Design Contract	\$236,801.25	\$300,000.00

RECOMMENDATION

Council is being asked to approve the design contract with PACE Engineers, Inc. in the amount of \$236,801.25 for the Sewer Lift Station 5 Retrofit Project and consider this item on the Consent Agenda at the February 13, 2023 Special Council Meeting.

Attachments: 2023 CIP, Page 67
PACE Contract

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Sewer Lift Station No. 5 Rebuild

Project No. 92340201

DESCRIPTION: Rebuilding of sewer lift station 5 will reduce maintenance costs and reduce the risk of failure.

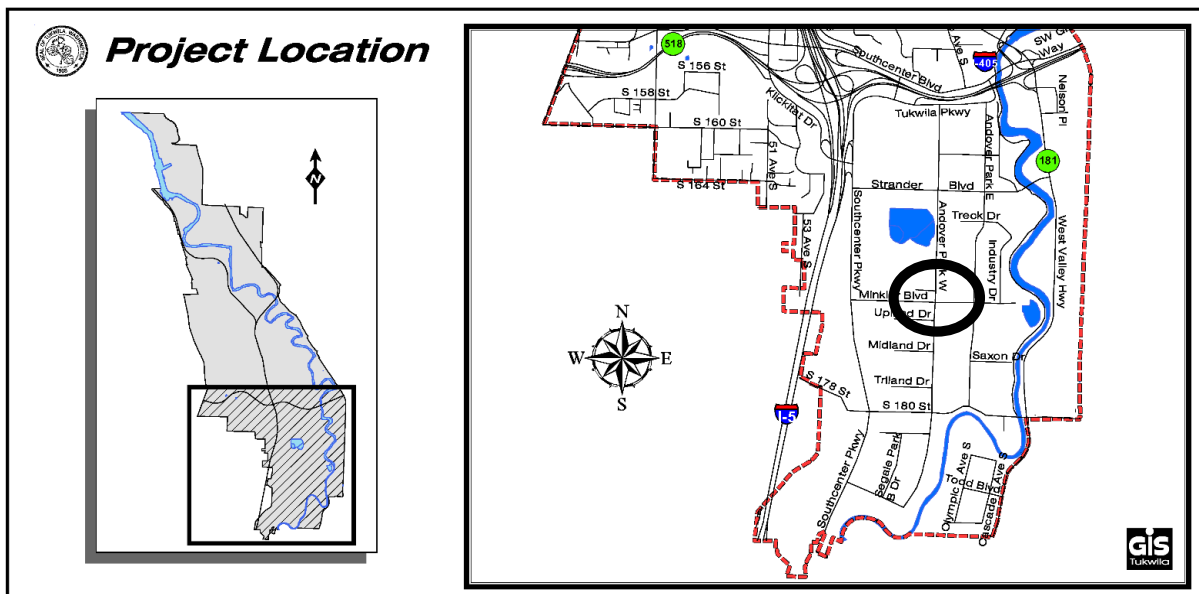
JUSTIFICATION: Aging sewer lift station requires the replacement of motors, pumps, and controls at older lift stations to reduce maintenance.

STATUS: The sewer lift station has been seeing a lot of issues with maintenance of pumps and motors. The existing panels and valves are in a confined space and will need to be moved to grade for safer access.

MAINT. IMPACT: New pumps will reduce the liability of the existing pumps that are obsolete and prone to fail.

COMMENT: Additional right-of-way or property will be required for the new backup generators to be installed.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design			250	50						300
Land (R/W)										0
Const. Mgmt.			50	200						250
Construction			1,000	1,000						2,000
TOTAL EXPENSES	0	0	1,300	1,250	0	0	0	0	0	2,550
FUND SOURCES										
Awarded Grant										0
Proposed Bond/ULID										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	1,300	1,250	0	0	0	0		2,550
TOTAL SOURCES	0	0	1,300	1,250	0	0	0	0	0	2,550





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 PACE Engineers, 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 design services in connection with the project titled Sewer Lift Station No. 5 Rebuild.
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, 2024, 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, 2024 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 \$236,801.25 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

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

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

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

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

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$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.
 - 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:

PACE Engineers
11255 Kirkland Way #300
Kirkland, WA 98033
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

PACE Engineers:

Allan Ekberg, Mayor

By: _____

Printed Name: Kenneth H Nilsen

ATTEST/AUTHENTICATED:

Title: President

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Scope of Services
Professional Civil Engineering Services
Lift Station No. 5 Design Retrofit
June 1, 2022

Project Understanding

The City of Tukwila would like to retrofit the existing sanitary sewer Lift Station No. 5. The existing lift station is a wet/drywell station that is reaching its useful life. Due to the fact that the existing wetwell does not have sufficient space to allow for electrical upgrades that will meet current regulatory requirements, the City would like to abandon the existing drywell and construct an above ground electrical shelter with new electrical controls, construct a new meter vault and install new submersible pumps, rehab the existing wet well and install miscellaneous site improvements.

Scope of Work

A detailed proposal consisting of fourteen (14) tasks follows. This proposal includes necessary civil, structural, survey, electrical and geotechnical services through the design phase of this project. A separate scope of work and budget for construction administration will be prepared prior to bidding the work and will be based on the City's needs.

PACE will be the prime consultant for the entire Scope of Work and will oversee and administer all work on the project. PACE will complete all civil, survey and permitting services in-house and will subcontract with Follett Engineering for electrical engineering and AESI for geotechnical evaluations. Quality Coating Inspections and Consulting will also be utilized in the preparation of coating specifications for the Lift Station wet well upgrade and for inspection of coating applications during the construction phase.

Task 1 –Project Management

PACE will provide administration and coordination of the project. The following items are included in this task:

1. Attend coordination meetings with the City. It is anticipated that up to 4 meetings will be held. Major design review meetings will be held in-person with other review meetings to be done via Teams. The following major review meetings are anticipated:
 - a. Schematic Design Review
 - b. 30% Design Development Review
 - c. 60% Design Development Review
 - d. 90% Design Development Review
2. Conduct one field reconnaissance of site with the design team and City staff.
3. Review existing information provided by the City – as-builts, maintenance records, etc.
4. Coordination with subconsultants.
5. In-house project administration, scheduling, and direction of design team staff.
6. Preparation of monthly progress reports.

Task 2 – Topographic Survey

PACE will provide a topographic and boundary map showing all locatable utilities and surface conditions, environmental constraints and other relevant items at the following locations:

The following items are included in this task:

1. Research and confirm primary control points for use on the project.
2. Establish horizontal and vertical control work points along the route.
3. Survey the corridor locating surface improvements, type of material and changes in elevation.
4. All identifiable underground utilities will be surveyed, based on surface indications, radio frequency locating and readily available maps from the service provider.
5. The rights of way and adjoining properties will be calculated from record information and recovered monuments.
6. The survey / base map will be prepared in AutoCAD at a scale of 1" = 20', showing the rights of way and lot lines, two-foot contours, and surveyed features. Other features from City GIS data (sensitive areas, setbacks, etc. will may be included to augment the survey).

PACE will provide the City with an AutoCad drawing and pdf of the basemap.

Task 3 - Geotechnical Evaluation

AESI will provide a geotechnical evaluation of the LS No. 5 site. This evaluation will include one soil boring 12-feet deep in the vicinity of the new meter vault and prepare a geotechnical design memorandum (See the attached Scope of Work from AESI for more details on the geotechnical evaluation)

Task 4 - Easement Preparation and Acquisition

It is assumed that the project will not require any permanent or temporary construction easements. If that is not the case any required work will be on a time and expense basis.

Task 5 – Public Involvement

PACE will provide support to the City for the public involvement process. This includes preparing information for and attending one community meeting. The community meeting will be for the businesses in the project vicinity. The City will be responsible for setting up the meeting time and location and notifying the businesses. PACE will prepare a written summary of the community meeting. Additional public involvement may be required for the SEPA process and is included in Task 10.

Task 6 – Conceptual Design

Based on the site survey, PACE will prepare up to 3-conceptual alternatives for LS No. 5 for City review and comment. Specific items requested by the City include:

- Replace the two existing vertical turbine pumps from the drywell, with two submersible pumps located within the wetwell
- Painting of the wet well
- A new electrical control and instrumentation building
- Additional site lighting

- Potential relocation of the existing generator based on the site layout
- Replace the existing lawn within the median with a hard surface that does not require frequent maintenance
- Paint the curb around the median (it is assumed it can be retained). The City will provide covers over the existing bollards
- Remove the irrigation meter and upsize the second water meter to a 2-inch meter for greater capacity. This may require a new PRV and backflow preventor
- Evaluate the antenna for the telemetry
- Replace the existing flow meter within a new vault, preferably outside of the travel lane if possible.
- Install a new yard hydrant for washdown of the facility

Task 7 – Schematic Design (30 % design)

Based on the City's selection of the preferred layout based on the conceptual designs, PACE will prepare a schematic design of the proposed improvements for the lift station retrofit. PACE will also prepare an estimate of probable construction costs for City review and comment. This work includes:

1. Schematic layout of the new meter vault
2. Schematic retrofit of the existing wet well
3. Schematic layout of the new electrical control shelter
4. Schematic layout of proposed improvements
5. Prepare budget-level construction cost estimate.

Task 8 – Design Development Plans (60% Plans, Specifications and Estimates)

Based on City comments on the Schematic Design, PACE will prepare Design Development Plans (60%) of the improvements. We will also prepare an outline of the specifications and prepare an estimate of probable construction costs for City review and comment. This work includes:

1. Recommendations for bypassing the flow during construction.
2. Design of the new meter vault
3. Design of the new wet well retrofit
4. Design of the electrical control shelter
5. Design of the site improvements discussed in Task 6
6. Outline of the proposed specifications using APWA/WSDOT format.
7. Prepare budget-level construction cost estimate.

Task 9– Electrical Plans/Telemetry and Specifications

Follett Engineering will evaluate the project and will provide plans and specifications for site power needs as well as the required communications and controls for Lift Station No .5. It is assumed that we will utilize the existing generator. Specific items are as follows:

Electrical Pre-Design

Follett Engineering will prepare the following electrical design and evaluation:

- Determine/confirm the adequacy of the existing generator for the new submersible pump design
- Work closely with City for design and installation of Calvert Technical Services controls.
- Prepare preliminary electrical drawings.
- Prepare a preliminary construction cost estimate of the above items.
- Summarize the above items in a Technical Memorandum.

Final Electrical Design

Follett Engineering will prepare the final electrical design and appurtenances based upon review comments from the City. The final electrical design includes the demolition of all electrical and I&C equipment and replacement with all new electrical equipment including the motor control center and ATS and all new controls and instrumentation and provide a Technical Memorandum outlining the various options including costs to the City for their review and approval of the recommended alternative. Follett Engineering will prepare construction level plans and specifications based upon City review comments.

Task 10 - SEPA

PACE will prepare a SEPA checklist for the proposed work. It is assumed that the City will act as its own lead agency and will issue the Determination. It is assumed that the City will mail and post the SEPA documents in accordance with SEPA requirements. PACE will assist the City with a public hearing to solicit comment on the SEPA determination if required.

Task 11 – Permitting

PACE will coordinate with the required permitting agencies and prepare all necessary permit applications. This task will be initiated early in the design process, based on the 60% Design Development plans. It is assumed that the City of Tukwila Park Right-of-Way Use Permit will be the only permit required for this project.

We assume that all permit fees to be paid directly by the City.

Task 12- Construction Document Development (100% Plans, specifications and estimates)

PACE will provide construction level documents based upon City comments from the Design Development (60% plan review). At this stage we will also have developed fairly complete project specifications. We will utilize contract documents and general provisions from past City projects and will create specific technical specifications as needed. We anticipate the project will bid as one schedule and that the bid documents will be based on the most recent Washington State Department of Transportation “Standard Specifications for Road, Bridge and Municipal Construction”, It is assumed that based on the City’s review of these documents there will be one set of revisions to get the documents “Bid-Ready”

Task 13 - QA (Quality Assurance)

In order to assure that the final plans and specifications are complete, accurate and appropriate, PACE will conduct a Quality Assurance review of the documents prior to each submittal to the City. The review will consist of a complete sheet-by-sheet and contract document review to assure the City that the documents meet the “standard level of care” of our industry.

Task 14 – Management Reserve Fund

If directed by the City, PACE will provide services needed to assist the City with tasks related to this project that were not specifically addressed in this scope of work. When requested by the City, PACE will provide a scope and budget for the task identified by the City. PACE will not proceed with the task until written authorization has been provided by the City.

Task 15 - Construction Services

This task includes management of the project during the bidding and construction period. We have not included a budget herein for construction services; however, PACE is available to provide construction services as needed. PACE will prepare a construction administration proposal following completion of design and once the City's needs are known. Some of the services that could be provided under this task include the following:

1. Bid the project through a bidding service such as Builders Exchange.
2. Answer questions during the bidding period.
3. Issue addenda as necessary.
4. Attend a pre-bid meeting as required.
5. Attend the bid opening.
6. Conduct reference checks of the low bidder and prepare recommendation of award.
7. Attend and direct the pre-construction conference and provide meeting minutes to all attendees.
8. Review material submittals for compliance with contract documents.
9. Provide construction staking for the improvements.
10. Review, approve and prepare contract pay estimates.
11. Prepare change orders as necessary, including all documentation and coordination with the contractor.
12. Attend and conduct construction meetings as required and prepare and distribute meeting notes.
13. Monitor construction to determine contractor compliance and prepare all letters and documentation regarding same. We assume that the City would provide an inspector for the project and PACE staff would visit the site as necessary.
14. Address construction questions as they arise.
15. Prepare punch lists and conduct final inspection, and prepare recommendation of project acceptance.
16. Prepare As-Built drawings.

PROJECT COSTS

The costs associated with the above described work are shown on the attached spreadsheet.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Griffin Lerner, Public Works Analyst**
 CC: **Allan Ekberg, Mayor**
 DATE: **February 3, 2023**
 SUBJECT: **Public Works Fleet and Facilities Building**
Project No. 91630601
Seattle City Light Temporary Construction Permit Renewal

ISSUE

Approve renewal of Seattle City Light (SCL) temporary construction permit for the use of SCL's fee-owned transmission line corridor property located at the Public Works Fleet and Facilities Building.

BACKGROUND

In 2018, the City purchased the property adjoining the SCL's transmission line corridor. In 2019, we started negotiations with Seattle City Light for the use of the property. Council approved the initial rental agreement at the January 27, 2020, Consent Agenda. Since then, the City has rented the property from SCL.

ANALYSIS

Seattle City Light is allowing the temporary use of their fee-owned transmission line corridor property beginning on January 1, 2020, and shall continue on a month-month basis until December 31, 2025, or until cancelled by either party.

FISCAL IMPACT

The temporary construction permit with Seattle City Light has the initial base rent of \$19,341.27 for 2023, with a 3% escalation per year through 2025. The total rent cost from 2023 through 2025 is \$59,781.94.

	<u>Annual Rent Costs</u>
2023	\$19,341.27
2024	19,921.51
2025	<u>20,519.16</u>
Total	\$59,781.94

RECOMMENDATION

Council is being asked to approve the renewal of the Seattle City Light (SCL) temporary construction permit for the use of SCL's fee-owned transmission line corridor property located at the Fleet and Facilities Building for January 1, 2023, through December 31, 2025, in the amount of \$59,781.94 and consider this item on the Consent Agenda at the February 13, 2023, Special Council Meeting.

Attachment: SCL Temporary Construction Permit Agreement

CITY OF SEATTLE - CITY LIGHT DEPARTMENT
TEMPORARY CONSTRUCTION PERMIT
P.M. #230409-1-403

THIS PERMIT is issued by THE CITY OF SEATTLE, a Washington Municipal Corporation acting through its CITY LIGHT DEPARTMENT ("City"), to CITY OF TUKWILA, a Washington municipal corporation ("Permittee"), for temporary use of a portion of the City's fee-owned transmission line corridor property ("Premises") described as follows:

Permitted Area:

That portion of Government Lot 2, Section 9, Township 23 North, Range 4 East, W.M., described as follows:

Beginning at the northeast corner of said Section; thence North 89°18'51" West, along the north line of said Section, 150.50 feet to the TRUE POINT OF BEGINNING; thence continuing North 89°18'51" West, along said north line, 64.43 feet; thence southeasterly, in a straight line, to a point on the east line of said Section which is South 1°45'39" West, 138.62 feet from the northeast corner of said Section and is the intersection of the east line of said Section with the southwesterly line of the City of Seattle Transmission line right-of-way; thence northwesterly, in a straight line, to the true point of beginning.

TERMS AND CONDITIONS

1. **Use.** Permittee's temporary use of the Premises shall be as follows: Access, parking and the right to fence.
2. **Term.** The term of this Permit shall begin on January 1, 2023 and shall continue on a month-to-month basis until December 31, 2025, or until cancelled by either party as provided in Section 23 herein, whichever occurs first. The term may be extended by mutual written agreement of the Parties through amendment to this Permit.
3. **Rent.** The Permittee agrees to pay the following fees for its temporary use of the Premises as above stated:
 - a. **Initial Base Rent.** The initial base rent for the Premises shall be Seventeen Thousand Seven Hundred Dollars (\$19,341.27) per year, payable in advance.
 - b. **Base Rent Annual Escalation.** The Base Rent for this Permit shall increase 3% per year beginning January 1, 2024, and every January 1st thereafter. Below is the escalated rent for 2024 and 2025.

January 1, 2024 - \$19,921.51
January 1, 2025 - \$20,519.16
 - c. To assure proper posting of payments, Permittee shall note on its checks "City Light Permit P.M. #230409-1-403 and include the payment stub from the invoice.
 - d. Permittee hereby agrees that, in case of an increase in rent or other fees, all other provisions of this Permit shall remain in full force, changed only by such alterations in amount of rent or other fees and not otherwise. Permittee further agrees to pay the correct amount of total rent due irrespective of any billing statement Permittee may receive from the City.

Permittee Initials AE

4. **Taxes and Other Fees.** Permittee shall pay all license, excise and occupation taxes in connection with Permittee's business conducted on the Premises, and all taxes on the Permittee's interest created by this Temporary Permit.
5. **Buildings or Structures.** No building or structure shall be constructed, placed, or allowed to remain upon the Premises, other than the approved office trailer. No ponds, ditches or open water retention facilities of any kind shall be constructed, created, or allowed to remain on the Premises.
6. **Cuts or Fills.** Permittee agrees to submit plans furnishing details of any blacktopping, grading, cuts, or fills for approval by the CEO and General Manager of City Light, or his representative, prior to the undertaking of any such blacktopping, grading, cut or fill operation on the Premises. The City reserves the right to prohibit grading or filling on the Premises.
7. **Damage to Permittee's Property.** Permittee agrees that the City shall not be liable for any damage to Permittee's personal property by reason of any construction, alterations, maintenance or improvements made or performed within the Premises by the City, its agents or representatives.
8. **Other Uses.** Permittee agrees not to use the Premises for any other purpose whatsoever than as set forth above and agrees that the CEO and General Manager of Seattle City Light shall be the sole judge of any conflict or violation of such use as above stated.
9. **Permit for Use of Premises Only.** This Permit is for use of the Premises only and shall not be construed to replace or be used in lieu of any permits or licenses which may be required, granted, or supervised by any other subdivision of government charged with licensing, policing, or supervising the operations of the Permittee.
10. **Zoning.** Permittee agrees that use of the Premises must be consistent with applicable zoning laws and regulations; where the proposed use is not consistent with said laws and regulations, said use is made conditional upon the Permittee obtaining conditional zoning or a zoning variance if necessary.
11. **Property Condition.** Permittee agrees to maintain the Premises occupied or used in an orderly, fit and sanitary condition. At the termination of this Permit, Permittee shall restore the Premises to as good a condition or better than that which existed prior to issuance of this Permit.
12. **City's Access.** The Permittee shall not at any time interfere with the City's access to, over, or through the Premises.
13. **Non-Exclusivity.** Where this permit is issued for access, it shall not be deemed or held to be an exclusive permit or prohibit City Light from granting other permits of like or other nature, or interfere with the City's use of the Premises, or affect the City's jurisdiction over all or any part thereof.
14. **Access Road Maintenance.** To avoid damage to Permittee's access road, if any, the City recommends that the Permittee maintain all access roads to American Association of State Highway and Transportation Officials H-93 loading standards (heavy loading).
15. **Vehicles, Equipment, Signs.** The Permittee agrees to not to allow vehicles or other equipment within five (5) feet of any pole or within ten (10) feet of any tower within the Premises and to maintain at least a 15-foot vertical clearance from power lines. Permittee further agrees not to place signs or any material or objects whatsoever against any transmission line, tower, or pole.
16. **Protection of City Facilities.** Permittee agrees to install and maintain protection such as guard posts or ecology blocks for the protection of electrical transmission line poles/towers located on said property in a manner approved by the CEO and General Manager of Seattle City Light or his/her representative.

Permittee Initials AE

17. **Warning Signs.** The City reserves the right to require the Permittee to place signs or other warning devices of hazards if any governmental agency or the City determines such hazards exist.

18. **Laws and Regulations.** The Permittee agrees to comply with all Federal, State and local electrical safety laws and regulations.

19. **Indemnification and Insurance.**

a) Permittee agrees to indemnify and hold harmless The City of Seattle from all claims, actions or damages of every kind and description, including all claims, actions or damages brought by Permittee's employees, contractors, agents, representatives, tenants, or invitees, which may accrue from or be suffered by reason of Permittee's use of the Premises, the performance of any work in connection with such use, or Permittee's breach of any of its obligations under this Permit. In case of any suit or action brought against the City arising out of or by reason of any of the above causes, Permittee shall, upon notice to Permittee of the commencement of such action, defend the same at no cost or expense to the City, and Permittee will fully satisfy any judgment rendered in said action adversely to the City, except to the extent of the negligence or willful misconduct of the City, its agents or representatives. By this indemnity provision, the Permittee expressly waives any immunity its businesses may have from claims by its businesses' employees under any workers' compensation or industrial insurance law arising out of workplace injuries, as defined under RCW 51.24.030, in connection with Permittee's use of the Premises.

b. The Permittee shall provide sufficient self-insurance coverage from WCIA.

Such insurance shall include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability and shall not canceled unless no less than thirty (30) days prior written notice is provided to the City, except ten (10) days' notice with respect to cancellation for non-payment of premium. Failure to maintain required insurance shall be considered a material breach of contract, subject to the remedies laid out in Paragraph 25 below.

The permittee shall send certification of insurance meeting the minimum coverages, limits and terms as specified above to:

Seattle City Light, Real Estate Services
700 Fifth Avenue, Room 3325
P.O. Box 34023
Seattle, Washington 98124-4023

Such certification shall include an actual copy of the policy provision(s) documenting that "The City of Seattle" is an additional insured for primary and non-contributory limits of liability.

20. **Inspection.** The CEO and General Manager of City Light, or his representatives, shall have the right at all times to inspect said Premises for the purpose of observing the conditions thereof, and the manner of compliance by the Permittee with the terms and conditions of this Permit.

21. **Right to Suspend.** The CEO and General Manager of City Light shall have the right at all times to suspend any or all operations on the Premises which he deems to be detrimental to the best interest of the City or the public.

22. **Hazardous Materials.** Permittee covenants and agrees that neither they, nor their employees, contractors, agents, or invitees will store, dump, bury or transfer any hazardous substances, flammable materials, inoperable vehicles, chemicals, oils, fuels, or containers for said substances, chemicals, oils, fuels, etc., on the Premises, and shall comply with all Federal, State and local environmental laws and regulations.

Permittee Initials AE

23. **Cancellation.** This Permit may be cancelled at any time upon thirty (30) days written notice by either party to the other party, mailed to the other party's last known address. Permittee will only be responsible for the prorated rent costs for the time permit is in effect.

24. **Temporary Nature of Permit.** Permittee understands and agrees that Permittee's status under this Permit is only that of temporary licensee, with term permitted temporary use of the Premises limited by the terms of this Permit and the City's need to use the Premises and Permittee also understands and agrees that cancellation or non-renewal of this Permit for any reason whatsoever shall not place any obligation on the City to provide Permittee any alternative rental property or facilities. This Permit vests no permanent property rights in the Permittee and cancellation or non-renewal thereof does not render Permittee a "displaced person" as defined under RCW 8.26.020 or Chapter 20.84 Seattle Municipal Code.

25. **Violation of Terms.** Should the Permittee violate, breach or fail to keep or perform any covenant, agreement, term or condition of this Permit, Permittee shall forfeit any and all rights herein Permitted, and the City shall have the right to immediately cancel and terminate said Permit and all of the Permittee's rights hereunder without liability for loss or damage that the Permittee may thereby sustain; and upon termination of this Permit, the Permittee will vacate the Premises and remove its personal property therefrom.

26. **Removal of Personal Property.** Permittee shall remove all of its personal property from the Premises on or before the termination date of this Permit. If Permittee fails to remove such personal property on or before the termination of this Permit, the same shall, at the City's option, become a part of the realty and the property of The City of Seattle, or the City may, at its election, remove the same without liability to the Permittee for loss, injury or damage thereto, and the cost of such removal and restoration of said premises to their former condition shall be paid by the Permittee to the City upon demand.

27. **Survival.** All of the licensing, Permitting, tax and other legal requirements or obligations incurred by the Permittee hereunder shall survive the cancellation or termination date of this Permit. All of the indemnification and hold harmless provisions, as well as the hazardous substance covenant, of this Permit shall survive the cancellation or termination date hereof.

28. **Assignment.** This Permit is not transferable or assignable, in whole or in part, nor may any portion of the rented premises be sublet, without the express written approval of the CEO and General Manager of City Light, or his representative.

This space intentionally left blank; signature page follows.

Permittee Initials AE

GRANTED this 20th day of DECEMBER, 2022.

FOR THE CITY OF SEATTLE CITY LIGHT DEPARTMENT:

Greg Sancewich
By: Greg Sancewich (Dec 20, 2022 12:23 PST)
Greg Sancewich
Real Estate Manager

ACCEPTED this 20th day of December, 2022.

PERMITTEE:

City of Tukwila

By: Allan Ekberg

Print Name: Allan Ekberg

Title: Mayor

Permittee Initials AE




City of Tukwila Signed

Final Audit Report

2022-12-20

Created:	2022-12-20
By:	Chad Morrell (chad.morrell@seattle.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOeG0xbwkGay9pTI71zps_WkocaQqd2Za

"City of Tukwila Signed" History

-  Document created by Chad Morrell (chad.morrell@seattle.gov)
2022-12-20 - 8:21:31 PM GMT- IP address: 156.74.250.13
-  Document emailed to Greg Sancewich (Greg.Sancewich@seattle.gov) for signature
2022-12-20 - 8:22:05 PM GMT
-  Email viewed by Greg Sancewich (Greg.Sancewich@seattle.gov)
2022-12-20 - 8:22:49 PM GMT- IP address: 66.170.184.4
-  Document e-signed by Greg Sancewich (Greg.Sancewich@seattle.gov)
Signature Date: 2022-12-20 - 8:23:01 PM GMT - Time Source: server- IP address: 66.170.184.4
-  Agreement completed.
2022-12-20 - 8:23:01 PM GMT



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
BY: Cyndy Knighton, Senior Program Manager
CC: Mayor Allan Ekberg
DATE: February 3, 2023
SUBJECT: Transportation Element Update
Project No. 72010405
Public Outreach Plan

ISSUE

Update the Council on the ongoing Transportation Element of the Comprehensive Plan update with specific information on the draft Public Outreach Plan.

BACKGROUND

Last year, the City retained Fehr & Peers to provide transportation modeling and other planning services to assist with the update of the Transportation Element (TE) of the Comprehensive Plan, which must be adopted by June 2024. The Concurrency Test Fee, which was updated in 2020, 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. Major updates to the Transportation Element are done typically every 8 years, but the deadline for this current update was extended into 2024 due to Covid-19 impacts.

The TE is a long-range planning effort that projects the needs for transportation facilities to support the growth and development of Tukwila, establishes level of service (LOS) standards for the transportation network, and will also now include a Local Road Safety Plan to identify and plan for improvements to safety, and work toward the state's goals in the Target Zero plan. The TE update will be recommending a Multi-modal Level of Service standard (MMLOS) to address the needs of non-motorized transportation. Fehr & Peers has been working with City staff to compile background information necessary for this effort and the project is about to start its first major public outreach to involve the citizens, businesses, and others who have an interest in transportation in Tukwila.

DISCUSSION

The attached draft Outreach Plan Appendix shows the proposed outreach efforts and an overall schedule for completion of the TE update. Staff has been carefully coordinating with other Comprehensive Plan element updates that are underway, or will be beginning shortly, to minimize “outreach fatigue” that could set in if multiple outreach efforts were made one after the other. The plan is to coordinate outreach efforts to gather input on multiple efforts at single events, if possible. Once internal coordination has been completed, the schedule for outreach can be finalized.

In addition to in-person meetings at events or specific tabling efforts, a webpage is being finalized where people can make comments, as well as identify specific locations where transportation works well or needs improvement.

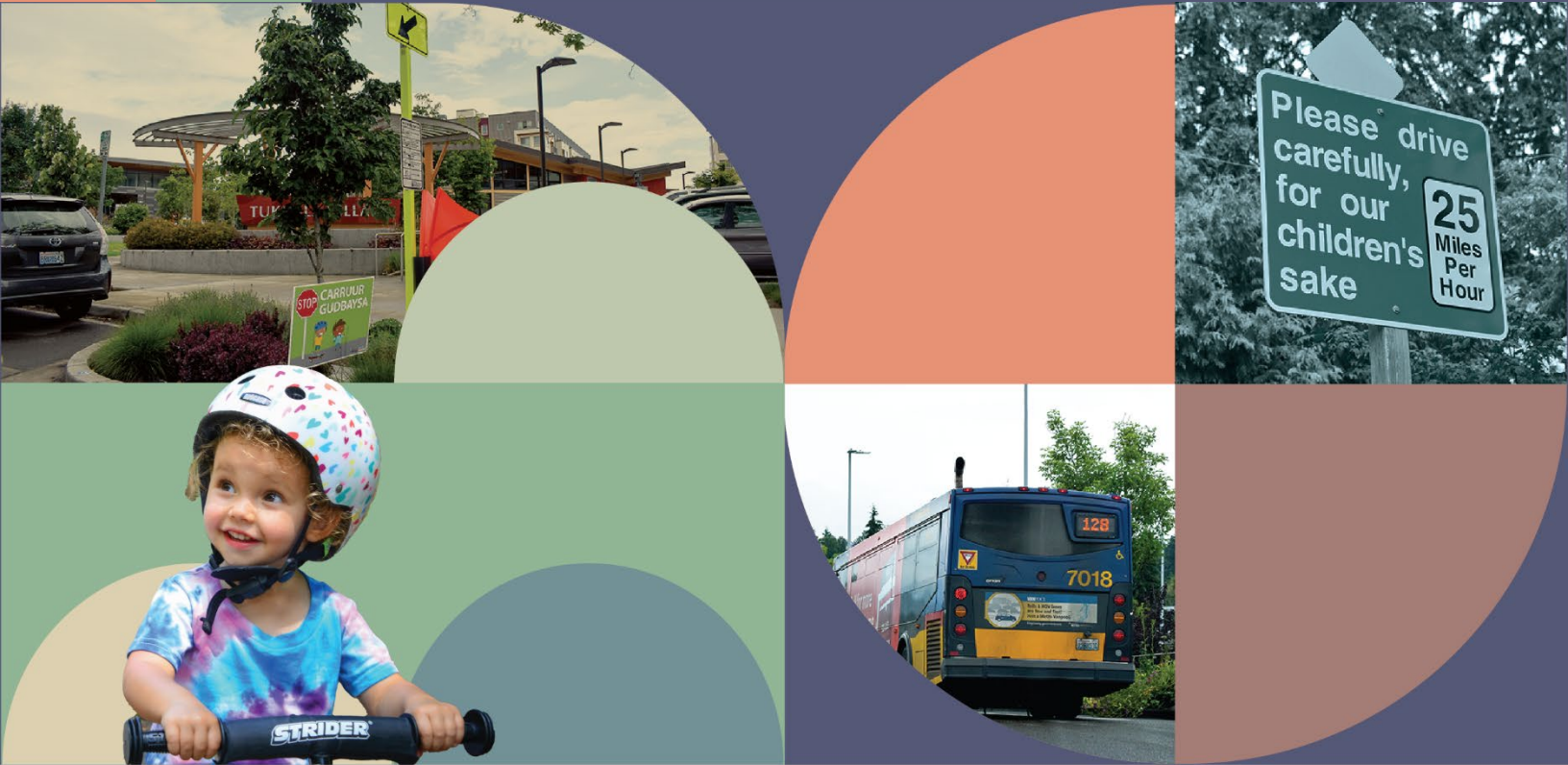
FINANCIAL IMPACT

None. This work is currently within the project scope and budget.

RECOMMENDATION

Discussion Only.

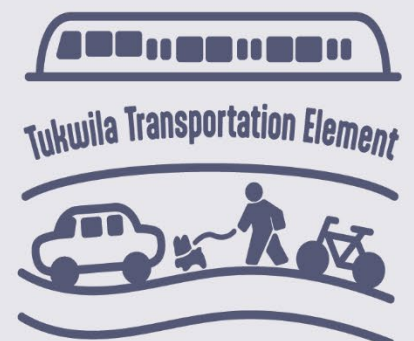
Attachments: 2023 CIP Page 17
Outreach Plan Appendix – Draft
Full Outreach Plan - Draft



Tukwila Transportation Element

Outreach Plan Appendix

November 2022 (Revised January 2023)



Upcoming Deadlines for Outreach Prep

The following internal deadlines will allow us to meet our intended schedule of an outreach push from February 13 – March 24.

January 2023

- January 20 (internal check-in)
 - Discuss timeline
 - Confirm proposed activities internally
 - Discuss internal approvals needed
- Wednesday, January 25
 - Content for Feb 6 meeting (info memo) – as high level as possible
 - Tentative calendar / coordination with other departments
 - Setup meeting with DCD, Econ Devel, Utilities
- January 27
 - Coordinate with internal outreach teams (confirm additional groups of diverse communities to reach out to one on one)
 - Rachel
 - Comp Plan partners review outreach schedule
 - DCD, Econ Devel, Utilities
 - Confirm key messages
 - Initial outreach to partners for pop-up locations

February 2023

- February 3 (internal check-in)
 - Confirm schedule with pop-up locations
 - Finalize materials/messages
 - Translate materials
- February 10
 - Website live
 - Social media push



February

2023

Highlights for February:

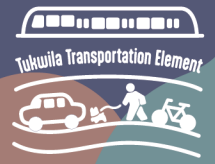
- Launch Outreach
- Post Flyers
- In-person and online engagement

MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
		- Translate materials				
6	7	8	9	10	11	12
- 5:30 Pm - 7:00 Pm Transportation & Infrastructure Services Committee (Introduce project)		- Share final social media posts and flyers with City -Finalize website language				
13	14	15	16	17	18	19
- Launch Survey - Social media post - Tabling this week at 2 locations (grocery stores, Tukwila Sounder Station)		- Place Flyers: - Tukwila Library - City Hall - Community Center (TCC) - Southcenter Mall - Grocery Stores (Target, Saar's, Spice Bridge) - Senior housing (Tukwila Village) - Major employers (loop in CTR)				



		- Local orgs (Chamber of Commerce, Rotary) - Optional tabling/mini workshop: Tai Chi for Arthritis (10-11) (TCC)				
20	21	22	23	24	25	26
- Social Media Post - Tabling at 2 locations (South Center Mall, Community Center)		- Optional tabling/mini workshop: Teen After School Room (TCC)				
27	28					
- Optional tabling/mini workshop: Tukwila Trailers Women's Hiking (TCC) Optional tabling/mini workshop: Drop in Volleyball Play Drop in Volleyball						





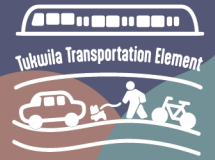
March

2023

Highlights for March

- In-person and online engagement
- Social media posts
- Close survey after 6 weeks

MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
			- Training Center (employment services) (Library) https://kcls.bibliocommons.com/events/62fe974b95a42539006abf59			
6	7	8	9	10	11	12
- Social media post - 5:30 pm - 7:00 pm Transportation & Infrastructure Services Committee (Discuss activities to date)		Citizenship Test Preparation Class Wednesday, March 8, 2023 6:00PM – 7:30PM Tukwila https://kcls.bibliocommons.com/events/6398ab9947b3b71f20c7c1b6				
13	14	15	16	17	18	19
- Social media post						



20	21	22	23	24	25	26
- Social media post: final reminder for survey				- Close Survey		
27	28	29	30	31		

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Overall project schedule *(Internal coordination)*

- Winter 2023
 - Discuss goals
 - Share ideas and experiences
 - *Wrap up MMLOS policies/network maps*
- Summer 2023
 - **Receive land use forecasts/assumptions from Department of Community Development**
 - *Develop project list*
- Fall 2023
 - Review draft project ideas
- Winter 2024
 - Review draft plan including programs, strategies, and projects
- Spring 2024
 - Adopt plan

Key Materials:

- Flyer
- Poster
- Social media posts
- Boards – map, goals

Community destinations / flyer locations *(Tabling at 2-4 locations in Phase 1):*

- Tukwila Library
 - Game On (kids event)
 - Welcoming Center (resources to new community members)
 - Puget Sound Training Center (resources for job seekers)
- Community Center
 - Library advisory board meetings (monthly)
- Southcenter Mall
- Parks and Recreation Programs
 - Youth Activities
 - Adult Activities
 - Senior Activities
- Grocery stores (Safeway, Target, Saar's Super Saver Foods)
 - <https://www.saarssupersaverfoods.com/WeeklyAd/Store/40624/>
- Tukwila Sounder Station

Advertising:

- Hazlenut
- Seniors in the Senior Scoop <https://www.tukwilawa.gov/departments/parks-and-recreation/seniors-fitness-recreation-and-wellness/>
- Teens: <https://www.tukwilawa.gov/departments/parks-and-recreation/teens-fitness-and-recreation/after-school-teen-room/>
- City has FB page, Tukwila TV channel, Hazlenut (electronic multiple times/year and paper copy couple times/year), Tukwila Talk, elected officials' word of mouth
- Community Engagement Manager; Scott Kirby, web page, Stacia Norris, Grapevine

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Appx – Roles & Responsibilities

Date	Time	Event	Description	Task Lead	Materials Needed/ Responsible Party	Attendees
	-		-		-	-

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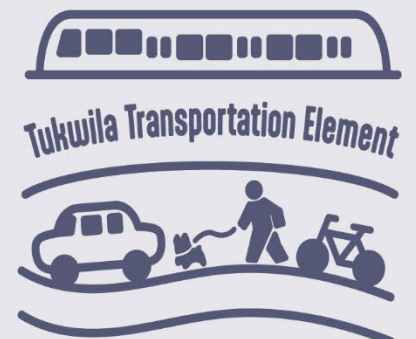
- Council Meeting
- Committee Meeting
- Stakeholder Meeting
- Project Website
- Outreach Event/Pop-up
- Webmap



Tukwila Transportation Element

Outreach Plan

November 2022 (Revised January 2023)



Introduction

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 change as needed. The overall engagement program will enable collaboration in identifying and resolving issues, facilitate two-way communication, ensure transparency, and build trust.

This document serves as an outline of the recommended outreach process for the Tukwila Transportation Element Update. This includes when to engage the various stakeholders/community representatives in the process, key questions to ask at each stage, and outreach activities and channels. It is intended to help the City of Tukwila receive meaningful input on transportation priorities that will advance the City's overall vision for transportation.

Engagement Process

Two phases of engagement are planned for this project. This section describes the goals and objectives for each phase and methods for gathering input from different stakeholder groups.

Understanding the issues and set draft goals

This phase of engagement is focused on understanding the existing issues and challenges. The goal of this phase is to ensure that the project team has a comprehensive understanding of the community and City's needs and desires to help set the transportation goals and vision for the next 20 years. As part of this phase, Fehr & Peers will also perform an in-depth equity analysis based on identified equity emphasis areas to ensure that we are prioritizing transportation investments differently based on unique the unique needs of different groups.

Review draft plan and project list (Optional, expected to be executed in 2023)

This phase will focus on presenting and collecting feedback on the draft plan and project recommendations. The goal of this phase will be to gather input from stakeholders and incorporate them into the draft plan.

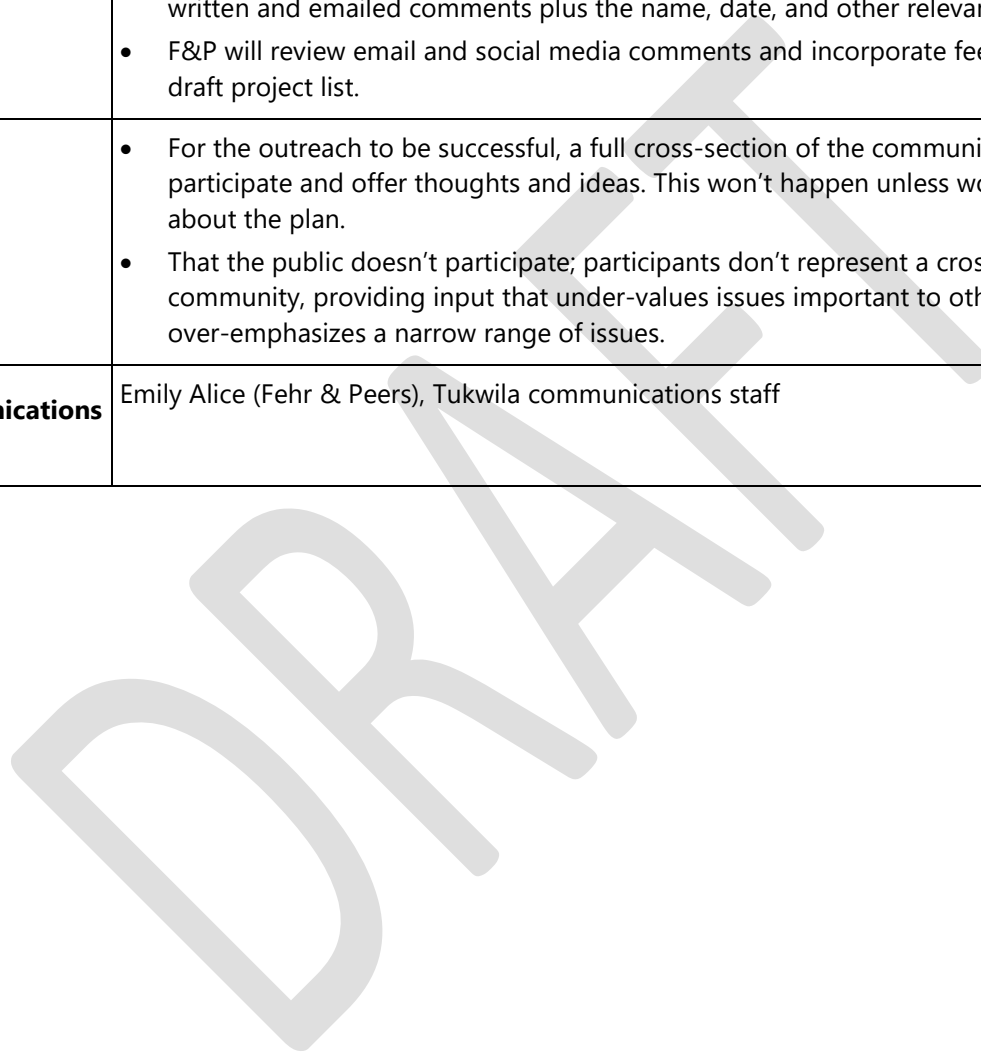
Engagement Tactics

This section highlights some of the key tactics that we will be considering at different stages of the engagement process and the key messages that we will be striving to deliver.

<p>Summary / Key Messages</p>	<p>The City of Tukwila’s Transportation Element will provide a framework to guide transportation investments over the next 20 years in accordance with the community’s vision and goals as part of the City’s Comprehensive Plan. The Transportation Element will include both short- and long-range strategies (programs, policies, and project recommendations) that will foster safety and advance the development of an integrated multi-modal transportation system in Tukwila.</p>
<p>What is the Transportation Element update?</p>	<p>The transportation element is one of the primary elements within the City of Tukwila’s Comprehensive Plan that will establish Tukwila’s transportation goals and policies for the next 20 years to meet the City’s current and future needs. Over the years, the City has undertaken a number of efforts related to transportation planning. This update will identify a single, unified set of transportation priorities that advance the City’s overall vision for transportation.</p> <p>Specifically, the Transportation Element will:</p> <ul style="list-style-type: none"> • Establish new goals and policies to guide City design-making • Improve safety, equity, accessibility, reliability and connectivity for all road users and goods movement. • Develop a prioritized list of transportation projects and Local Road Safety Plan • Make recommendations on how to fund improvements <p>You should participate because:</p> <ul style="list-style-type: none"> • The City is making decisions related to transportation that affects you • We need your input on current challenges and ideas about how to improve the transportation network
<p>Phase 1 – Goals, Needs and Opportunities</p>	<p>We want to hear from you!</p> <ul style="list-style-type: none"> • What three words or phrases would you use to describe transportation in Tukwila today? • Imagine your ideal transportation system in Tukwila. What three words or phrases would you use to describe transportation in Tukwila in 2044? <p>Place a sticker next to a goal you agree with or write in your own!</p> <p>Map of Needs and Opportunities</p>

<p>Audiences + Messaging</p>	<p>Tukwila City Council</p> <ul style="list-style-type: none"> • <i>Goal:</i> Ensure that the draft goals align with Council priorities <p>Transportation & Infrastructure Services Committee</p> <ul style="list-style-type: none"> • <i>Goal:</i> Ensure that the Transportation Element is consistent with other City plans and policies <p>Local transit & transportation agencies</p> <ul style="list-style-type: none"> • <i>Goal:</i> Ensure that the proposed projects and policies are consistent and coordinated within the region <p>Major employers and organizations</p> <ul style="list-style-type: none"> • <i>Goal:</i> Ensure that the transportation system meets current and future needs for the major trip generators <p>General public</p> <ul style="list-style-type: none"> • <i>Goal:</i> Provide community insights representing different communities and diverse perspectives, ensure that the Transportation Element update is consistent with community needs and priorities
<p>Overview of Outreach Types</p>	<p>This phase of outreach will include:</p> <ul style="list-style-type: none"> • Meetings with City Council, Transportation & Infrastructure Services Committee • Stakeholder interviews, including community stakeholders, local transit and transportation agencies, major employers • Online engagement (project website) • Online interactive webmap for community members to provide input on potential needs and improvements in specific locations
<p>Assumptions</p>	<p>Key assumptions:</p> <ul style="list-style-type: none"> • Leadership and Tukwila staff will “talk up” the plan and its process with everyone they know, ensuring participation from all sectors of the community – including those that often don’t participate in planning processes like this. • The project team will provide most photos to use in outreach materials and outreach material templates (handouts, display boards, comment cards, etc.) They will provide input on all draft outreach materials. • F&P staff will be responsible for taking photos at outreach events. • The City’s communications staff will publicize events and project updates via social media and email.
<p>Social Media and Digital Strategy</p>	<p>Communications staff is responsible for sending emails/social media posts that are compiled by F&P staff:</p> <ul style="list-style-type: none"> • Any existing email lists? • Facebook posts, events • Facebook Live Feed • Twitter posts • Neighborhood blogs • Nextdoor.com • Photography, videography

	<ul style="list-style-type: none"> • Tukwila blogs
Print Media Strategy	<ul style="list-style-type: none"> • Print outs for libraries, community centers
Email Comment Strategy	<ul style="list-style-type: none"> • Staff to respond to members of the public that email the TE email address. • Staff to update an Excel document on SharePoint/OneDrive weekly that includes all written and emailed comments plus the name, date, and other relevant information. • F&P will review email and social media comments and incorporate feedback into draft project list.
Risks	<ul style="list-style-type: none"> • For the outreach to be successful, a full cross-section of the community needs to participate and offer thoughts and ideas. This won't happen unless word gets out about the plan. • That the public doesn't participate; participants don't represent a cross-section of the community, providing input that under-values issues important to others, or that over-emphasizes a narrow range of issues.
Communications Team	Emily Alice (Fehr & Peers), Tukwila communications staff



Near term-actions

The following actions are identified to be completed in the near-term (Winter 2023):

- **Finalize Outreach and Social Media Strategy Plan**
 - Meet with Tukwila staff (such as staff from the City's Community Outreach Manager) to understand current connections, relationships, and City staff capabilities for translation and interpretation.
 - City has FB page, Tukwila TV channel, Hazelnut (electronic multiple times/year and paper copy couple times/year), Tukwila Talk, elected officials' word of mouth
 - Niesha Fort Brooks, Community Engagement Manager; Scott Kirby, web page, Stacia Norris, Grapevine
 - EA to email Niesha and cc Cyndy and Josh
- **Host project website**
 - Confirm website text and materials
 - Work with Scott Kirby to wrap in website
 - EA to email Scott and cc Cyndy and Josh
- **Orientation Interviews** - We will conduct up to six stakeholder interviews, speaking with community stakeholders, staff from local transit and transportation agencies, Tukwila School District, and representatives from the community's major employers.
 - Work with City staff to identify list of stakeholders
 - City staff to invite stakeholders and confirm interview schedule
 - Facilitate stakeholder interviews
 - Summarize stakeholder feedback
- **Online survey (1/2)**
 - Develop online survey to coordinate with online webmap
 - Consider incorporating safety questions (LRSP)
 - PSRC considering regional safety plan
- **Online Interactive Webmap**
 - 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.
 -
- **Flyers and fact sheets (2/3)**
 - Develop flyer (*Complete*)
 - Develop fact sheet describing the project
- **Initiate equity analysis**
 - **Facilitate workshops with City staff** - 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.

- **Equity analysis:** Perform an in-depth equity analysis based on identified equity emphasis areas. 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.
 - Deeper dive to grant funding for EJ/equity metrics
 - Loop Niesha/Brittany into these conversations
 - Discuss with Niesha before scheduling/planning workshop

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Staff support needed (Cyndy)

- Identify time for F&P staff to 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.
- Confirm website text and materials
- Stakeholder interviews
 - Review list of stakeholders;
 - Invite stakeholders and confirm interview schedule
- Review flyer
- Identify time for equity workshop #1

Public outreach tactics to be completed in 2023:

- **City Council check-in (early 2023)** – Present introduction to project, initial goals and vision, MMLOS metrics
- **Online survey (1/2)**
- **Flyers and fact sheets (1/3)**
- **“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.
- **Targeted outreach and personalized engagement (January/February 2023)**
 - 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. We will design targeted outreach events and online focus groups/pop-up events at 2-4 locations to gain public input on the draft needs assessment.

Tukwila Stakeholders (Draft)

- City Council Members
 - Transportation & Infrastructure Services Committee
 - <https://www.tukwilawa.gov/departments/city-council/city-council-committees/>
- City of Tukwila staff
 - Department of Community Development (*Complete, Nancy*)
 - Communications staff
- Washington State Department of Transportation (WSDOT)
- King County
- King County Metro
- Sound Transit
- PSRC Freight Advisory Committee
- Major employers

- Community organizations
- Emergency service providers
- Chamber of Commerce
 - <https://www.seattlesouthsidechamber.com/tukwila>
- Rotary Club of SeaTac-Tukwila
- Tukwila School District
 - <https://www.tukwilaschools.org/>

Sample Stakeholder Interview Questions:

1. What do you think is working (and/or is not working) with Tukwila's overall transportation system?
2. Which transportation issues do you think community members care about most?
3. What do you think are the main challenges for people traveling throughout Tukwila and in surrounding areas?
4. What and where are the main challenges for people who walk and roll (use a wheelchair, stroller, etc.) in Tukwila? How do people usually deal with those challenges?
5. What and where are the main challenges for people who bike in Tukwila? How do people usually deal with those challenges?
6. What and where are the main challenges for people who take transit in Tukwila? How do people usually deal with those challenges?
7. What and where are the main challenges that people experience accessing businesses in Tukwila?
8. What solutions do you think could provide a better and/or safer experience for people who walk, bike, drive, or take transit?
9. What outcomes related to the transportation plan are you interested in?