



**City of Tukwila
Transportation and
Infrastructure Services
Committee**

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

<p>Distribution: K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)</p>	<p>City Attorney (email) Clerk File Copy</p> <p>Share pkt pdf on SharePoint to A. Le, C. O'Flaherty, A. Youn</p> <p>Email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, L. Humphrey</p>
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AGENDA

MONDAY, NOVEMBER 20, 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 478777930#

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Franchise Agreement with the City of Tukwila and the Valley View Sewer District (S. Kim)	a) Forward to the 11/27/23 Committee of the Whole and the 12/04/23 Regular Consent Agenda	Pg. 1
b) Local Road Safety Plan Portion of the Transportation Element – Consult Selection and Award (C. Knighton)	b) Forward to the 12/04/23 Regular Consent Agenda	Pg. 31
c) Southcenter Boulevard/65th Avenue S Signal Consult Selection and Award (C. Knighton)	c) Forward to the 12/04/23 Regular Consent Agenda	Pg. 49
d) Agreement with Hopelink for TDM Outreach Services (A. Turner)	d) Forward to the 12/04/23 Regular Consent Agenda	Pg. 71
3. MISCELLANEOUS		

Next Scheduled Meeting: December 4, 2023



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director
BY: Seong Kim, Deputy Public Works Director-Utilities
CC: Mayor Ekberg
DATE: November 17, 2023
SUBJECT: Franchise Agreement with the City of Tukwila and the Valley View Sewer District

ISSUE

Approve the Franchise Agreement with the City of Tukwila (The City) and the Valley View Sewer District (VVSD).

BACKGROUND

The City is pursuing a Franchise Agreement with all the Water and Sewer Districts in Tukwila. The City recently completed Franchise Agreements with Water District 125 and Highline Water District; Valley View Sewer District is the last Water/Sewer Utility with a significant presence in the City without a Franchise Agreement.

The City's goal in pursuing franchise agreements is to clarify various issues, including permitting procedures, notice requirements before accessing and working in the ROW, updated insurance and indemnification procedures, and application of applicable costs, fees, or taxes. By entering into franchises with all the water and sewer districts, the City can ensure that all the districts are treated equitably and that the processes and procedures applied are similar. For example, it was sometimes difficult and time-consuming for the districts to acquire necessary permits from the City, especially for routine maintenance activities. Through the franchise agreements, the City can provide the districts with "Blanket Activities" for routine maintenance activities, which, for VVSD, comprises the majority of their permit process. This streamlined permit process will create substantial cost savings for VVSD while ensuring the City's interests in properly managing its ROW are protected. The City staff reviewed this approach's merits and conducted extensive discussions on this subject.

DISCUSSION

1. This is the final water/sewer district operating in the City that the City plans to enter a franchise agreement with.
2. VVSD serves 1974 residential customers and 166 business accounts located within the City of Tukwila. The City finds that the entire sewer system operated and maintained by VVSD is reasonably stable and reliable.
3. VVSD's revenue from the City was \$1,563,408 in 2022. Accordingly, the annual franchise fee of 6% would have generated \$93,804 in 2022.

4. City staff found that establishing a franchise agreement that allows “Blanket Activities” will be a win-win situation for both parties.
5. VVSD can carry out efficient operation and maintenance activities for the City’s residents by acquiring a time-saving permit process from the City, which can save time and cost.
6. The City does not anticipate any negative impacts on its operation by allowing “Blanket Permit Activities”. “Blanket Permit Activities” will be specifically determined every year.

“Blanket Activities” means:

- Routine maintenance activities which include simple service for customers, accessing and maintaining vaults, adjusting valves, vegetation management, installing sampling stations, flushing activities, and lining pipes.
- Does not include cutting, removing, or disturbing the pavement surface. These activities require permits from the City.

The City Attorney’s office reviewed this draft and is in the process of negotiating it with VVSD. VVSD’s legal team tentatively agreed upon the draft for execution but is awaiting their final board approval.

FINANCIAL IMPACT

The VVSD’s revenue of \$1,563,408 came from the boundary of the City of Tukwila in 2022. The annual franchise fee, 6% of the revenue, would have been \$93,804 in 2022.

RECOMMENDATION

The Council is being asked to approve the agreement and consider this item at the Committee of the Whole Meeting on November 27, 2023 and the subsequent Consent Agenda at the December 4, 2023 Regular Meeting.

ATTACHMENTS

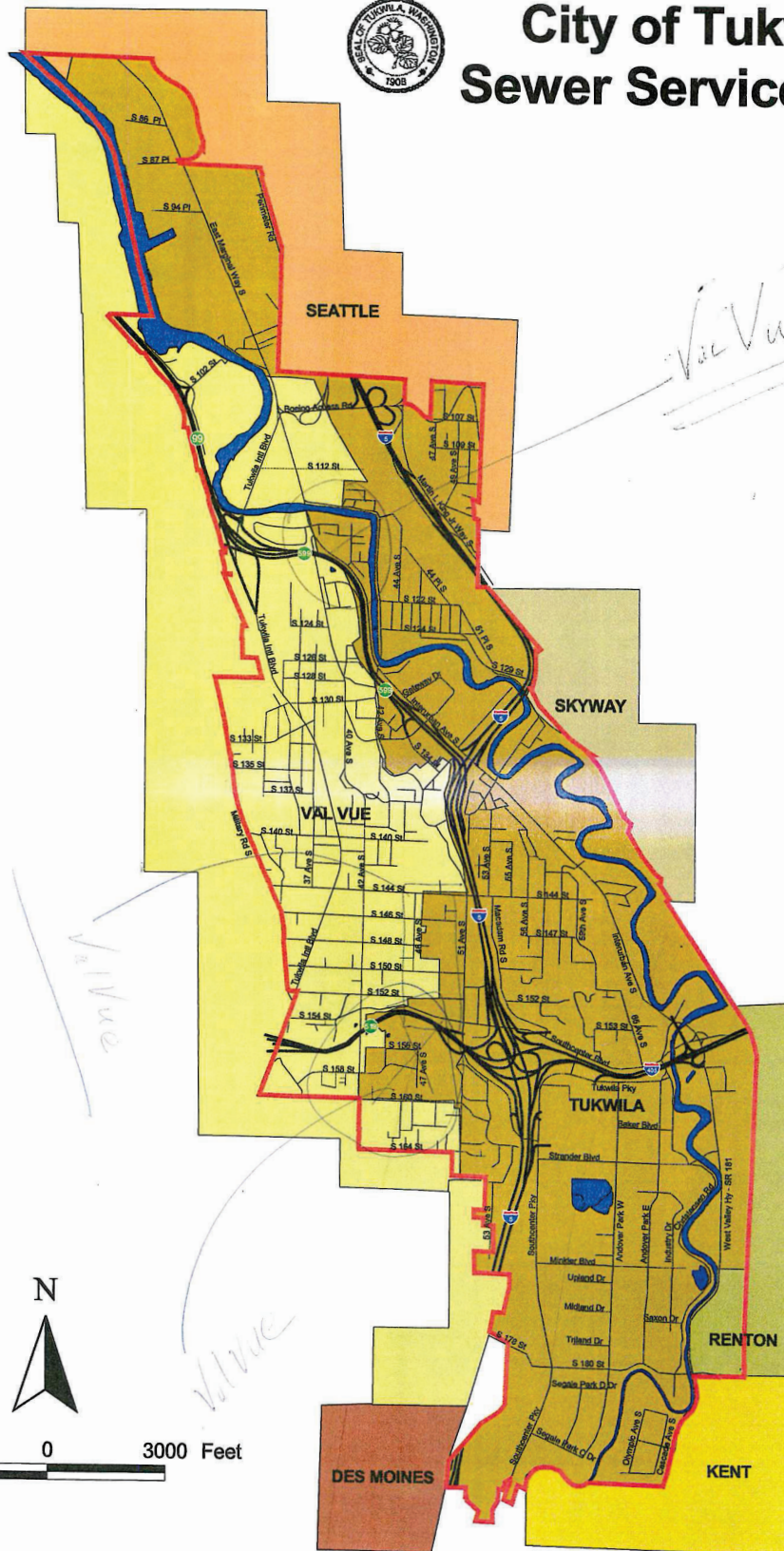
Sewer District Map

Brochure

Draft Ordinance



City of Tukwila Sewer Service Areas



3000 0 3000 Feet



Date: August 14, 2001

Disclaimer: The location of features and boundaries are approximate and are intended for reference only.



3460 S 148th Suite 100 Seat
(206) 242-3236 Email Cusi

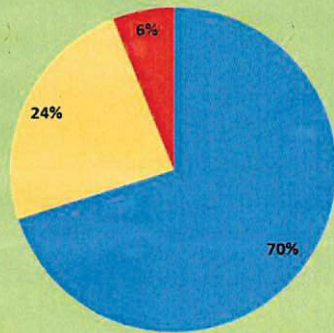


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CITY OF TUKWILA CONSIDERING 6% FRANCHISE AGREEMENT

The Board of Commissioners at Valley View Sewer District believes in keeping your sewer bill as affordable as possible. Your local sewer rate (pre-treatment) is one of the lowest in the region. The District is informing you that an additional expense may soon be added to your sewer bill.

The Tukwila City Council has directed City Staff to explore new revenue sources for the City that do not require a vote by the citizens of Tukwila. **A FRANCHISE AGREEMENT containing a 6% Charge** may be added to your sewer bill. This may increase your sewer bill \$9.60 per billing cycle. This amount will increase over time as your sewer bill increases. In addition, the City is reserving its right to impose a utility tax if they determine additional City revenues are needed.



2024 Rate Breakdown with Proposed Franchise Fee

- Monthly King County Treatment Charge \$55.11, (Currently \$52.11)
- Monthly Valley View Charge \$18.70, (Currently \$17.64)
- Proposed Monthly City of Tukwila Franchise Fee \$4.80

Valley View Sewer District Board of Commissioners

This change would only affect those customers served in the City of Tukwila. If you have questions or concerns about the proposed Franchise Agreement or Utility Tax, please contact District office at [206-242-3236](tel:206-242-3236) or [send us an email](#).

After Hours Sewer Related Emergencies

The District is prepared to respond to sewer related emergencies 24 hours a day. If you are experiencing an after hours sewer related emergency, please call [206-501-8158](tel:206-501-8158)

[AFTER HOURS EMERGENCY CONTACT](#)

DRAFT

**AN ORDINANCE OF THE CITY OF TUKWILA,
WASHINGTON GRANTING VALLEY VIEW SEWER
DISTRICT A NON-EXCLUSIVE FRANCHISE TO
CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND
REPAIR A SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-
WAY OF THE CITY OF TUKWILA, AND FIXING A TIME
WHEN THE SAME SHALL BECOME EFFECTIVE.**

WHEREAS, Valley View Sewer District, a Washington special purpose municipal corporation ("District"), owns sewer facilities ("Facilities") located in the City of Tukwila, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way as hereinafter defined; and

WHEREAS, RCW 57.08.005(5) authorizes the District to conduct sewer services throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated sewer facilities; and

WHEREAS, the City and the District have prepared this Franchise Agreement to provide for the operation of District Facilities within the City right-of-way.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Definitions. Where used in this franchise (the "Franchise") these terms have the following meanings:

A. "Blanket Activities" means work that does not include cutting, removing, or disturbing the pavement surface which includes but is not limited to the following activities: simple service disconnects for customers, accessing existing vaults, maintaining hydrants/vaults, raising/adjusting valves, vegetation management, replacing above-ground meter, installing water sampling stations, flushing activities, and lining pipes.

B. "City" means the City of Tukwila, a Washington municipal corporation, and its respective successors and assigns.

C. "District" means the Valley View Sewer District, a Washington municipal corporation, and its respective successors and assigns.

D. "Facility" or "Facilities" means meters, pipes, mains, services, valves, vaults, risers, manholes, generators, electrical control panels, power meters, telephone connections, meter stations, pump stations, lift stations, lines, wastewater treatment plants, and facilities and all other necessary or convenient facilities and appurtenances thereto for the sole purpose of operating a wastewater utility system, whether the same be located over or underground.

E. "Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now or hereafter laid out, platted, dedicated or improved; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved in the District's service area, within the present corporate boundaries of the City (as depicted in Exhibit B, attached hereto, which is by this reference incorporated as if fully set forth herein), and as such corporate boundaries may be extended within District's service area by annexation or otherwise, but shall not include private roads, streets, avenues, alleys or private property. The Franchise Area shall not include or convey any right to the District to install facilities on, or to otherwise use, City owned or leased properties.

F. "Ordinance" means this Ordinance No. [REDACTED], which sets forth the terms and conditions of this Franchise.

G. "Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.

H. "Revenue" means income received by the District from the sale of retail sewer services to direct retail customers whose properties receiving such service from the District's sewer system are located within the City. Revenue shall not include: late fees; shut-off and reconnect fees; delinquent service charge collection costs and expenses; surcharges; impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement district and utility local improvement district assessments and payments; grants; contributed assets (contributions in aid of construction); loans; income from legal settlements not related to retail sales to the District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; sewer system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

Section 2. Franchise.

A. In addition to the authority granted by State law to the District to locate, operate and maintain its Facilities in public roads and streets, the City does hereby grant to the District the non-exclusive right, privilege, authority and franchise to construct, install, lay,

support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of its sewer utility functions as defined in Title 57 RCW.

B. Nothing contained in this ordinance is to be construed as granting permission to the District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City and may require lease or rental payments as a condition of such use.

C. At all times during the term of this Franchise, the District shall fully comply with all applicable federal, state and local laws and regulations and required permits, including, but not limited to, RCW 39.04.180 for construction trench safety systems, chapter 19.122 RCW for utility damage prevention, the State Environmental Policy Act, the State of Washington Pollution Control Law, and the Federal Clean Water Act.

D. The terms, conditions, and provisions of Tukwila Municipal Code (“TMC”) Title 11, as currently written, or hereafter modified, are incorporated herein by reference. In the event that a conflict exists between the terms of this Franchise and the terms of the TMC, the terms of this Franchise shall control.

E. The terms of this Franchise shall not impair or interfere with the District’s rights under any easements that cover areas within any existing or future City rights-of-way. The District’s easement rights shall remain in effect unless formally relinquished by the District or condemned by the City.

Section 3. Non-interference of Facilities.

A. The District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian, bicycle, and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City of Tukwila. Nothing herein shall preclude the District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided the District receives prior City approval through an appropriate permit, which shall not be unreasonably withheld, and, provided further, the District shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval but the District shall obtain City approval of such road closures as soon as reasonably possible.

B. Whenever it is necessary for the District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, the District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards, as nearly as reasonably possible to its condition prior to any such excavation, installation, construction, relocation, maintenance or repair and, except as provided under Section 4, shall do so, at no expense to the City; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the City, which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the Franchise Area.

C. If the City determines that the District has failed to restore the right-of-way in accordance with the conditions set forth in this Franchise, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and the District shall, except as provided in Section 4, be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

D. The District shall, except as provided in Section 4, at no expense to the City, expeditiously repair all existing Facilities that it owns, operates and maintains within the Franchise Area, including any damage caused directly or indirectly by its Facilities. The District shall also coordinate and manage the repair of service lines in the Franchise Area connecting its system to users.

E. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. A Professional Land Surveyor (PLS) shall be responsible for perpetuating and documenting existing monuments in compliance with the Application Permit to Remove or Destroy a Survey Monument in accordance with WAC 332-120. Following approval by the Public Land Survey Office, copies of the approved permits shall be forwarded to the City. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

Section 4. Relocation of Facilities.

A. Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of City-owned utilities, storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian and bicycle amenities, or other public street improvements (collectively "Public Improvement Projects") and the Public Improvement Project requires relocation of the District's then-existing Facilities within such Franchise Area, the City shall:

(1) Provide the District, at least one hundred eighty (180) days prior to the advertisement for bid of construction of such project, written notice that a project is expected to require the relocation of District Facilities, together with reasonably accurate and specific plans and specifications for such grading, widening, or construction and a proposed new location within the Franchise Area for the District's Facilities. This period of time shall be extended to three hundred sixty (360) days prior notice if the Public Improvement Project exceeds Five Hundred Thousand Dollars (\$500,000); and

(2) Coordinate and work diligently with the District to minimize conflicts between existing Facilities and the project improvements, and reduce Facility relocations, where possible using the following procedure:

(a) Pursuant to RCW 35.21.905, or as amended, the City will consult with the District in the predesign phase of any Public Improvement Project in order to coordinate the project's design with District's Facilities within such project's area.

(b) The District shall participate in predesign meetings until such time as (i) both parties mutually determine that District's Facilities will not be affected by the Public Improvement Project, or (ii) until the City provides the District with written notice regarding the relocation as provided in subsection (d) below.

(c) The District shall, during the predesign phase, promptly (within fifteen (15) business days) evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to consider any alternatives proposed by the District, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City will provide the District with its decision regarding the relocation of the District's Facilities as soon as reasonably possible, endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 4.1, the City shall notify the District during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such notice, the District shall complete the relocation of its Facilities so as to accommodate such Public Improvement Project consistent with the timeline provided by the City, or as otherwise modified by the City, and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

(f) The City may require the relocation of the Facilities at the District's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. The District shall relocate its Facilities within the reasonable time period specified by the City.

B. After receipt of such notice and such plans and specifications, District shall relocate its Facilities within the Franchise Area to accommodate street and city improvement projects; provided, however, the District may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations. Such written notice must be received by the City within ninety (90) days of receipt of the notice described in Section 4(A)(2) above. Within a reasonable time, the City shall evaluate such alternatives and advise the District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If requested by the City, the District shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. If the City reasonably determines that there is no other feasible alternative, the City shall provide the District with further written notice ("Secondary Notice") to that effect, and the District shall then relocate its Facilities by its own forces, by separate public works contract or by participating in the City's public works project in accordance with Section 4(G). The City shall cooperate with the District to designate a substitute location for its Facilities within the Franchise Area. The City will establish a date by which Facilities will be relocated,

which date will be not less than one hundred eighty (180) days after receipt of the Secondary Notice by the District as to the Facility to be relocated. The District must finish relocation of each such Facility by the date so established.

C. The cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:

(1) If the relocation occurs within ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty percent (50%).

(2) If the relocation occurs more than ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the relocation shall be at the District's sole cost.

(3) For the purposes of this Section 3, the date of the Facility's acceptance by the District Board of Commissioners, or the date of final contract payment for the facility's installation (whichever occurs first), shall determine the age of the Facility.

(4) Whenever any State or Federal Agency with legal authority within the Franchise Area requires the relocation of District Facilities, the relocation shall be at the District's sole cost. This provision does not limit the District's rights to seek reimbursement for the costs of such relocation from the State or Federal Agency requiring the relocation.

(5) Subsection (1) of this Subsection 4(C) shall not apply to relocations of District Facilities required as part of a formal declaration of emergency as defined in RCW 39.04.280(3) by the City, which is ratified by Resolution of the City Council. In such cases, relocation, if necessary, shall be at the District's sole cost.

D. Whenever the City is undertaking a road or City-owned utility project or improvement, the City will not use its authority to require the District to relocate sewer facilities for third party franchise utilities (private utilities) on City-initiated aerial-to-underground conversion projects. If conflicts between the aerial-to-underground joint-trench and the District Facilities cannot be resolved, and relocation of District Facilities is necessary, the District shall have the right as a pre-condition of such relocation to require payment to the District for any and all costs and expenses incurred by the District in the relocation of such District Facilities. On City-initiated projects requiring aerial-to-aerial relocation of third party franchise utilities (private utilities), the District shall relocate that portion of its Facilities which are in direct conflict with the new locations of the third party franchise utility facilities, such as utility poles, or participate in securing the necessary easements where no reasonable alternative location for the third party franchise utility facilities exist within the then existing right-of-way.

E. For the purpose of this Section 4, a project or improvement is considered to be caused by the City (as described in Section 4(A) above) if the project is City-initiated and is part of the City's annually adopted Capital Improvement Project (CIP) Program, and can include projects or improvements where a third party has made an in lieu payment for a portion of the City's capital improvement project, provided, the City is responsible for the majority of the cost of the project or improvement, which, if applicable, includes

any grant funding received by the City from any federal, state or local agency. A project or improvement is not considered to be caused by the City if the project or improvement is constructed by the City on behalf of a third party, where the third party is responsible for the majority of the project or improvement cost and makes payment to the City in lieu of performing the project or improvement.

F. Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area (excluding State and Federal agencies with legal authority within the Franchise Area), the City agrees not to use its authority to require the District to relocate the existing Facilities. The District shall have the right as a pre-condition of such relocation to require such person or entity to:

(1) Make payment to District at a time and upon terms acceptable to the District for any and all costs and expense incurred by the District in the relocation of District Facilities; and

(2) Protect, defend, indemnify and hold the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.

G. If a City project requires the relocation of then existing Facilities within the Franchise Area, the District shall have the right by interlocal agreement with the City to include the relocation of any Facilities as required by the City as part of the City's public works project. Such interlocal agreement shall include and provide for, but not be limited to, the following terms and conditions:

(1) The inclusion of the District's work as part of the City's project;

(2) The District to provide plans and specifications of the District's work to the City in a timely manner for inclusion as a separate bid schedule in the City project, whether such District plans and specifications are prepared by the District at the District's expense, or the City prepares the plans and specifications for the District's work at the District's expense;

(3) The City bidding the project, including the District's work by separate bid schedule, and the District's approval of the contractor's bid for the District's work in the separate bid schedule, or, alternatively, the District's rejection of the contractor's bid for the District work and the District's right to perform the District's work through a District contractor, provided that in so doing the City's project is not unreasonably delayed;

(4) The City's contractor to install both the City work and the District work, the City's obligation to pay the City's contractor for both the City work and the District work, and the District's obligation to reimburse the City for the cost of the District work performed by the City contractor.

(5) The District's obligation to reimburse the City for District project administration and inspection fees and costs based on a time and materials basis,

provided the City and the District may negotiate a lump sum payment on a per project basis, or a percentage of the total District project construction cost, and provided the District shall not be required to pay for any City-issued permits related to the City work and the District work.

H. The Parties expressly agree that this Section 4 shall not survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Section 5. Right-of-Way Management.

A. **Permit Requirements.** Whenever the District excavates in any right-of-way for the purpose of installation, construction, operation, maintenance, repair or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with this Franchise and the ordinances and regulations of the City requiring permits to operate in City right-of-way. Except for emergencies or as otherwise provided for in this Franchise and applicable City Ordinance, no District excavation work shall occur within any City right-of-way without a permit. All work shall be done to the City's reasonable satisfaction.

B. **Blanket Permits.** The District may obtain a Blanket Activities Permit for Blanket Activities, as defined in Section 1, performed in the City's rights-of-way. The permit will be charged at the fee as identified in the City's Fee Schedule and hourly inspection fees shall be paid monthly. Blanket Activities require submittal of typical traffic control measures consistent with the MUTCD. Permits for Blanket Activities shall be valid for no longer than twelve months.

C. **Restoration after Construction.** The District shall, after any installation, construction, relocation, operation, maintenance or repair of Facilities within the Franchise Area, restore the right-of-way to City standards as nearly as reasonably possible to its condition prior to any such work. The District agrees to promptly complete all restoration work and to promptly repair any damage to the right-of-way caused by such work at its sole cost and expense. The District further agrees to repair or replace any defective restoration work performed by the District or on its behalf consistent with the City's Infrastructure Design and Construction Standards. If it is determined the District has failed to restore the right-of-way in accordance with this Franchise and other applicable City regulations or if the District's restoration work is subsequently determined to be defective, the City shall provide the District with written notice. Any notice issued by the City shall include a description of the actions the City believes necessary to restore the right-of-way or repair or replace the work.

D. **Bonding Requirement.** The District, as a public agency, shall not be required to comply with the City's standard bonding requirement for working in the City's rights-of-way.

E. **Emergency Work, Permit Waiver.** In the event of an emergency where any District Facilities located in the right-of-way are broken or damaged, or if the District's construction area for the District's Facilities is in a condition as to place health or safety of any person or property in imminent danger, the District shall immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining a permit as required by this Franchise; provided the District shall notify the City as soon as reasonably possible relative to such emergency activity

and shall immediately obtain a permit for such activity if required by this Franchise or City Ordinance.

F. **City Work Zones.** The District shall not be required to obtain a City right-of-way permit to undertake utility work when the District has included its work as part of a City public works project in accordance with Section 4(G).

G. **City Invoices.** The City shall invoice the District for all City fees and charges relating to the issuance of any City right-of-way permit to the District, including inspection fees and charges, on a monthly basis, and the City's final fees and charges within thirty (30) days of the completion of any District work in City right-of-way subject to a City permit, and the City's final acceptance of any District work.

H. **Contractors and Subcontractors.** The District's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the District. The District shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the District and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 6. Planning Coordination.

A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:

(1) For the District's service area within the City limits, the District will participate in a cooperative effort with the City to develop City's Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

(2) The District will participate in a cooperative effort with the City to ensure that the Utilities Element of City's Comprehensive Plan is accurate as it relates to the District's operations and is updated to ensure continued relevance at reasonable intervals.

(3) The District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the City within a reasonable time, not exceeding twenty (20) days from receipt of a written request for such information, provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession.

(4) The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of District's Comprehensive Sewer System Plan(s), provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

B. District and City shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(1) For the purpose of planning, the District and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other Party.

(2) By February 1st of each year, District shall provide the City with a schedule of the District's planned capital improvements which may affect the rights-of-way for that year.

(3) By February 1st of each year, City shall provide the District with a schedule of City's planned capital improvements which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.

(4) The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

(5) All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

(6) The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.

(7) Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records in electronic format as available that show the location of their respective facilities within rights-of-way.

Section 7. Indemnification.

A. To the extent permitted by law, the District shall indemnify, defend and hold the City, its agents, officers, officials (elected and appointed) employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of District or its agents, officers, officials (elected and appointed) servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the sole negligence or willful misconduct of the City, its agents, officers, officials (elected and appointed), employees, volunteers or assigns. Inspection or acceptance by the City of any work performed by the District at the time of completion of construction shall not be grounds for avoidance by the District of any of its indemnification obligations.

B. The City shall indemnify, defend and hold the District, its agents, officers, officials (elected and appointed), employees, volunteers and assigns harmless from and

against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, officers, officials (elected and appointed), employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, officials (elected and appointed), employees, volunteers or assigns.

C. In the event any claim or demand is presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other Party, the indemnified Party shall promptly notify the other Party, and the notified Party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. However, should a court of competent jurisdiction determine that this Franchise 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 City and District, their officers, officials (elected and appointed), employees and agents, District's liability hereunder shall be only to the extent of District's negligence and the City's liability shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

E. The District shall not introduce or use any known or classified hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall District allow any of its agents, contractors, subcontractors or any person under its control to do the same. The District will be solely responsible for and will defend, indemnify, and hold the City, its officers, officials (elected and appointed), employees, agents, and volunteers harmless from and against any and all claims, costs, and liabilities including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the Franchise Area to the extent caused by the District's use, storage, or disposal of known, or classified, hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by the District's agents, contractors, subcontractors, or other persons acting under the District's control, whether or not intentional.

F. Notwithstanding any other provisions of this Section 7, the District assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, officials (elected and appointed), agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, officials (elected and appointed), or contractors. The District releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, officials (elected and appointed), or contractors.

G. The provisions of this Section 7 shall survive the expiration, revocation, or termination of this Franchise.

Section 8. Default.

If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency and may charge the costs and expenses of such action to the District. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which District will have an opportunity to be heard) on the impending ordinance, declare an immediate forfeiture of this Franchise, provided, however, if any material failure to comply with this Franchise by District cannot be corrected with due diligence within said thirty (30) day period, the District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the District may so comply shall be extended for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance. All rights and remedies shall be in addition to and cumulative with any and all other rights and remedies available to either the City or District. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

In addition to other remedies provided herein, if the District is not in compliance with requirements of this Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

Section 9. Non-exclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other franchises over, upon, and along the Franchise Area which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from constructing, altering, maintaining, or using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 10. Jurisdiction.

This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest within the Franchise Area. It is not a warranty of title or of interest in City rights-of-way.

Section 11. Franchise Term.

This Franchise shall have a term of fifteen (15) years from its Effective Date as defined in Section 37 herein, provided this Franchise shall be automatically extended for one additional five (5) year period unless either Party, at least one hundred eighty (180) days prior to the termination date of the Franchise provides written notice to the other Party of its intent to terminate the Franchise at the end of the then current Franchise term (collectively, the "Term").

Section 12. Administrative Fee.

As compensation to the City for its costs of creating and administering this Franchise, the District shall pay to the City a one-time administrative fee ("Administrative Fee") of Two Thousand Five Hundred Dollars (\$2,500.00). The Administrative Fee shall be paid by the District to the City within thirty (30) days of the Effective Date of the Franchise.

Section 13. Non-assumption.

In consideration of the District's payment of the Franchise Fee and Administrative Fee to the City as provided in Sections 12 and 14 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear its statutory authority pursuant to chapter 35.13A RCW or other statutes to attempt to assume jurisdiction over all or part of the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the term of this Franchise. The City's agreement and forbearance includes not facilitating or cooperating with any other city or town to attempt pursuant to RCW 35.13A.060 or as such statute may be amended or superseded to assume jurisdiction over the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the Term of this Franchise; provided, that this provision shall not be construed to prohibit or prevent the City from responding to requests for public records related to such attempts by other cities or towns .

Section 14. Franchise Fee.

A. In consideration of the rights granted the District under this Franchise, the District shall pay to the City a franchise fee ("Franchise Fee") beginning the first day of the first month occurring at least thirty (30) days after the Effective Date of this Franchise, subject to the provisions of Section 14(B) herein, as follows:

Six percent (6%) of the District's Revenue derived from the provision of retail sewer service billed to its customers after the date established in Section 14(A) and thereafter until the termination of this Franchise, including any extension of the term of this Franchise.

B. The Franchise Fee shall be paid to the City in bi-monthly installments due and payable within thirty (30) days following the end of the bi-monthly period.

C. Should the District be prevented by judicial or legislative action from paying any or all of the Franchise Fee, the District shall be excused from paying that portion of the

Franchise Fee. Should a court of competent jurisdiction declare the Franchise Fee invalid, in whole or in part, then the District's obligation to pay the Franchise Fee to the City under this Section shall be terminated in accordance with and to the degree required to comply with such court action, provided, the Parties agree to amend this Franchise to require the District submit payment of a six percent (6%) utility tax.

D. In consideration of the District's payment of a Franchise Fee and Administrative Fee to the City as provided herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise, and to forbear, any legal authority it may have to impose compensation or a rental fee (collectively, "Rental Fee") upon the District for the District's use of the Franchise Area as provided for in this Franchise.

E. The District shall have the right to recover the Franchise Fee from the District's ratepayers residing within the City and may identify the Franchise Fee as a separate billing item on utility customer billings.

F. The District agrees while this Franchise is in effect that it will not pursue or support any legal challenge to the Franchise Fee set forth herein.

G. If the District fails to pay any fee required under this Franchise within ninety (90) days after the due date thereof, there shall be added to such fee a penalty of 1.5 percent (1.5%) of the amount of such fee.

Section 15. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable City ordinances and codes, including the City's Road Standards, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without the District's written approval. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public or deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City rights-of-way covered by this Franchise. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and City rules and regulations, including the City public works policies and pre-approved plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

B. If any territory served by District is annexed to the City after the Effective Date of this Franchise, this Franchise shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this Franchise for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise Fee for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next bi-monthly billing period and paid to the City at the same time as the fee for the Franchise Area is paid for that bi-monthly billing period.

C. The District shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all Facilities, equipment, and connections in, over, under, and upon the rights of way, wherever situated or located, shall at all times be kept and maintained in a safe condition. The District shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Upon reasonable notice to the District, the City reserves the general right to inspect the Facilities covered by this Franchise to evaluate if they are constructed and maintained in a safe condition.

D. If an unsafe condition or a violation of Section 15(C) is found to exist, and becomes known to the City, the City agrees to give the District timely written notice of such condition and afford the District a reasonable opportunity to repair the same. If the District fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by the District and reimbursed to the City.

E. The District shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes as presently constituted or as may be subsequently amended. The District's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The District shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the District's work relating to the Franchise is not intended to include review of the adequacy of the District's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The District shall provide reasonable and appropriate access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

F. Additional safety standards required include the following:

(1) All installations of Facilities shall be installed in accordance with industry-standard engineering practices.

(2) Any opening or obstruction in the rights-of-way or other public places made by the District in the course of its operations shall be protected by the District at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

G. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances,

or standards, the work may immediately be stopped by the City. The stop work order shall:

- (1) Be in writing;
- (2) Be given to the person doing the work or posted on the work site;
- (3) Be sent to the District by overnight delivery or personally delivered to the District;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Section 16. Location of Facilities and Equipment.

With the exception of components that are traditionally installed above ground such as fire hydrants, blow offs, vault lids, risers, pump stations, generators, electrical control panels, power meters, telephone connections, automated reading equipment and appurtenances, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's land use and zoning code and applicable development pre-approved plans.

Section 17. Record of Installations and Service.

A. With respect to excavations by the District and the City within the Franchise Area, District and the City shall each comply with their respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law. Further, upon request from a third party or the City's contractor, the District shall locate its Facilities consistent with the requirements of chapter 19.122 RCW.

B. Upon written request of the City, the District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its Facilities located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

D. As-built drawings of the location of any Facilities placed by the District in the Franchise Area, shall be made available to the City within twenty (20) working days of request and within forty (40) working days following the completion and final acceptance of any construction projects.

Section 18. Shared Use of Excavations.

A. The District and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either the District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations, ordinances or District safety policies prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made;

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

C. The City reserves the right to not allow open trenching within any City street within five (5) years following a street overlay or improvement project; however, the District may open a trench provided it grinds and overlays the excavation area in accordance with the City written and adopted street overlay policy. In addition to the requirements of Section 6(B)(3), the City shall provide the District with written notice of not less than one hundred eighty (180) days prior to the commencement of any street overlay or improvement project.

Section 19. Insurance.

The District shall procure and maintain for the duration of the Franchise and as long as District has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way.

A. **No Limitation.** The District's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. **Minimum Scope of Insurance.** The District shall obtain insurance of the types and coverage described below:

(1) 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 liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the District's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

(2) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(3) Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the District. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(4) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(5) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the District's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the District's Excess or Umbrella Liability insurance policy.

C. Minimum Amounts of Insurance. The District shall maintain the following insurance limits:

(1) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

(2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(3) Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

(4) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through District's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

D. Other Insurance Provisions. The District's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or a recognized risk management pool that complies with the standards adopted by the Washington State Risk Manager.

F. **Verification of Coverage.** The District shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement if available, evidencing the insurance requirements of the Franchise. Upon request by the City, the District shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

G. **Contractors.** The District shall cause each and every contractor to provide insurance coverage that complies with all applicable requirements of the District-provided insurance as set forth herein, except the District shall have sole responsibility for determining the limits of coverage required to be obtained by contractors. The District shall ensure that the City is an additional insured on each and every contractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

H. **Notice of Cancellation.** The District shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. **Failure to Maintain Insurance.** Failure on the part of the District to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to the District to correct the breach, terminate the Franchise 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.

J. **City Full Availability of District Limits.** If the District maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the District, irrespective of whether such limits maintained by the District are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the District.

K. **District – Self-Insurance.** The District may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by chapter 48.62 RCW. In this regard, the City understands that as a member of such a program the District is not able to name the City as an "additional insured" under the liability coverage provided by the joint self-insurance program. If the District is self-insured or becomes self-insured during the term of the Franchise, the District or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of the District's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) the District or its parent company is responsible for all payments within the self-insured retention; and (iii) the District assumes all defense and indemnity obligations as outlined in Section 7.

Section 20. Abandonment and/or removal of District Facilities.

The Parties agree that the standard practice will be to abandon underground District Facilities in-place whenever practical, subject to the following conditions:

A. The District shall continue to own and be responsible for any such Facilities abandoned within the Franchise Area.

B. The City shall have the right to require the District to remove any Facilities abandoned within the Franchise Area if the City reasonably determines the removal of the abandoned Facility is required to facilitate the construction or installation of a City project within the Franchise Area and the City determines there is no other feasible alternative to the removal of the Facility. The City will make reasonable efforts to avoid conflicts with abandoned Facilities whenever possible, however, whenever a conflict cannot be resolved except by removal from the right-of-way of previously abandoned District Facilities, then the District shall, at the District's expense, remove such abandoned Facilities by its own forces, by contract or by participating in the City's public works project. When necessary, removal of abandoned Facilities shall be limited to the area of direct conflict. In removing such material, the District shall conform to all local, state, and federal regulations applicable to asbestos abatement, when applicable.

C. If the District becomes aware that removal of any abandoned Facilities within the Franchise Area is required to eliminate or prevent an emergency or hazardous condition that endangers the property, life, health or safety of any person or entity, the District shall promptly, at no cost to the City, remove such decommissioned Facilities.

D. Within one hundred and eighty days (180) of the District's permanent cessation of use of its Facilities as determined by the District, or any portion thereof, the District shall provide the City with record drawings showing the location of the Facilities to be abandoned.

E. District Facilities that are abandoned in-place shall be abandoned pursuant to City standards, to the satisfaction of the City Public Works Director or designee.

F. The Parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Section 21. Vacation of Franchise Area.

If the City processes an application and/or determines to vacate any right-of-way which is part of the Franchise Area, the City may, after giving thirty (30) days written notice ("Vacation Notice") to the District, terminate this Franchise with respect to any City rights-of-way so vacated. However, should the District notify the City that an easement is required for existing Facilities within the proposed vacation area, the City shall require the applicant for a vacation to prepare and provide to the District the necessary easement documentation, at no cost to the District. The City shall withhold approval of such vacation until the District has notified the City that the necessary easement documentation has been secured, or provisions otherwise made acceptable to the District to maintain the viability and use of existing Facilities, provided that the District provides such notice to the City within one hundred eighty (180) days following the City's Vacation Notice to the District.

Section 22. Assignment.

All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 water-sewer

district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

Section 23. Reservation of Rights.

The City reserves the right, upon thirty (30) days written notice to the District, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, or federal statute, rule, regulation, or ordinance adopted pursuant to the City's legitimate police power to protect the safety and welfare of the general public; provided that the City shall not unreasonably affect or modify any portion of this Franchise without the District's written approval. Unless otherwise mandated by state or federal law, if any term or condition of this Franchise and any term or condition of any City code, ordinance, resolution, or regulation are in conflict, the terms of this Franchise shall control.

Section 24. Notice.

Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

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

 District:

Any Party may change its contact information and address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this Section to the other Party.

Section 25. Severability.

If any term, provision, condition or portion of this Franchise shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 26. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 27. Alternate Dispute Resolution.

If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

Section 28. Attorney fees.

All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the parties' performance of this Franchise, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either Party's right to indemnification under Section 7 of this Franchise.

Section 29. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Franchise shall only be filed in King County Superior Court, King County, Washington.

Section 30. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the Parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution and acceptance hereof.

Section 31. Amendment.

This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 7 “Indemnification” above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by the District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

A. References this Franchise; and

B. States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with Subsections (A) and (B) referenced above, the provisions of this Franchise shall control.

Section 32. Directions to City Clerk.

The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District as set forth in this ordinance. The District shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District by this ordinance and file with the City Clerk the Statement of Acceptance, attached hereto as Exhibit A and incorporated by reference.

Section 33. No Third-Party Beneficiaries.

There are no third-party beneficiaries of this Franchise.

Section 34. Survival.

All of the provisions, conditions, and requirements of Section 7, Section 15, Section 18, Section 20, and Section 27 of this Franchise shall, in addition to any and all other obligation and liabilities the District may have to the City at common law, by statute, or by contract, survive this Franchise, and any renewals or extensions, to the extent provided for in those sections.

Section 35. District Acceptance of Franchise.

The District shall have no rights under this Franchise nor shall the District be bound by the terms and conditions of this Franchise unless the District shall, within thirty (30)

days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

Section 36. Effective Date of Ordinance.

This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 37. Effective Date of Franchise.

The terms and conditions of this ordinance shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of this ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective Date") of the Franchise.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2023.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

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

Office of the City Attorney

Attachment: Exhibit A, Acceptance of Franchise form
Exhibit B, Depiction of City Corporate Boundaries

EXHIBIT A

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of Valley View Sewer District hereby declares on behalf of Valley View Sewer District the acceptance of the nonexclusive franchise to Valley View Sewer District approved by the Tukwila City Council on _____, 2023, by the adoption of Tukwila City Ordinance No. _____.

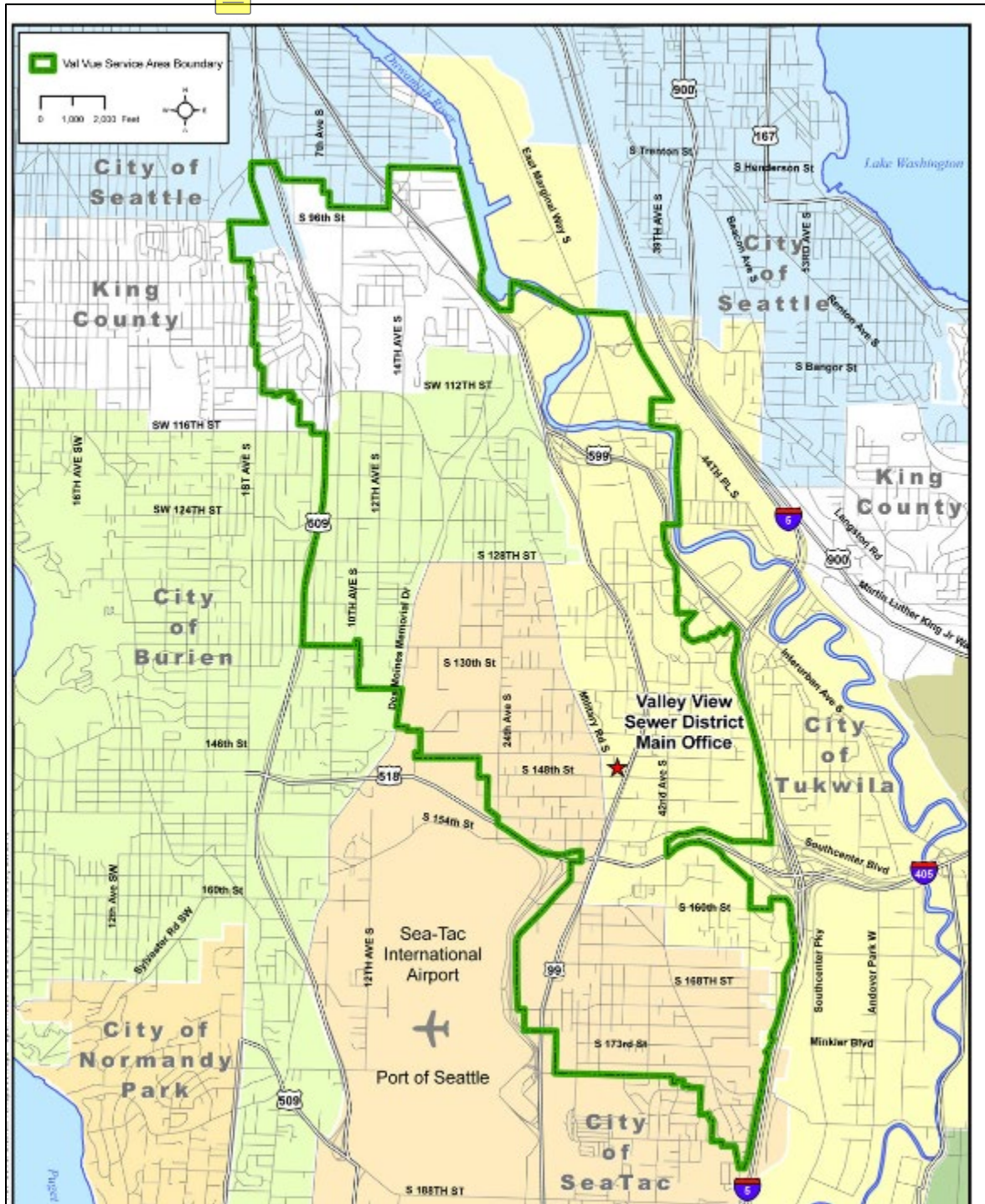
DATED this _____ day of _____, 2023.

Valley View Sewer District

By: _____
Its: _____

EXHIBIT B

DEPICTION OF CITY CORPORATE BOUNDARIES





INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Cyndy Knighton, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **November 3, 2023**
 SUBJECT: **Local Road Safety Plan Portion of the Transportation Element**
Project No. 72010405
Consultant Selection and Award

ISSUE

Execute an agreement with Fehr & Peers to provide engineering services in conjunction with developing a Local Road Safety Plan to incorporate into the 2024 update to the Transportation Element of the City's Comprehensive Plan.

BACKGROUND

In March of this year, the City accepted a grant through the Safe Streets For All (SS4A) program for the development of a Local Road Safety Plan (LRSP). The grant award was for \$200,000 with a City match of \$50,000. When originally scoping for the Transportation Element Update, staff had indicated intent to include development of a LRSP as part of the work. Having an adopted LRSP is becoming a requirement for some of the grants the City normally applies to, and getting funding through the SS4A program opens the City up to additional grant sources. Because this work is funded through a federal program, staff was required to go out for a competitive selection process to hire a consultant.

DISCUSSION

A Request for Proposal was issued in June and two proposals were submitted. Interviews were conducted at the end of July and early August, with staff ultimately selecting Fehr & Peers as the best qualified for this effort. After negotiating the scope and fee, and ensuring this work effort was closely connected with the work underway, and new supplemental agreement being presented, the attached scope and fee was created.

FINANCIAL IMPACT

The scope and fee of this project is within the available budget.

	<u>Proposal</u>		<u>Budget</u>
		SS4A Grant	\$200,000
<u>Local Road Safety Plan</u>	<u>\$249,705</u>	<u>City Match</u>	<u>50,000</u>
Total	\$249,705	Total	\$250,000

RECOMMENDATION

The Council is being asked to approve the contract with Fehr & Peers in the amount of \$249,705 and consider this item on the Consent Agenda at the November 13, 2023 Special Meeting.

ATTACHMENTS

- CIP Page 17
- Consultant Agreement
- Scope of Work and Fee Proposal

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Transportation Element of Comprehensive Plan** Project No. 72010405

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

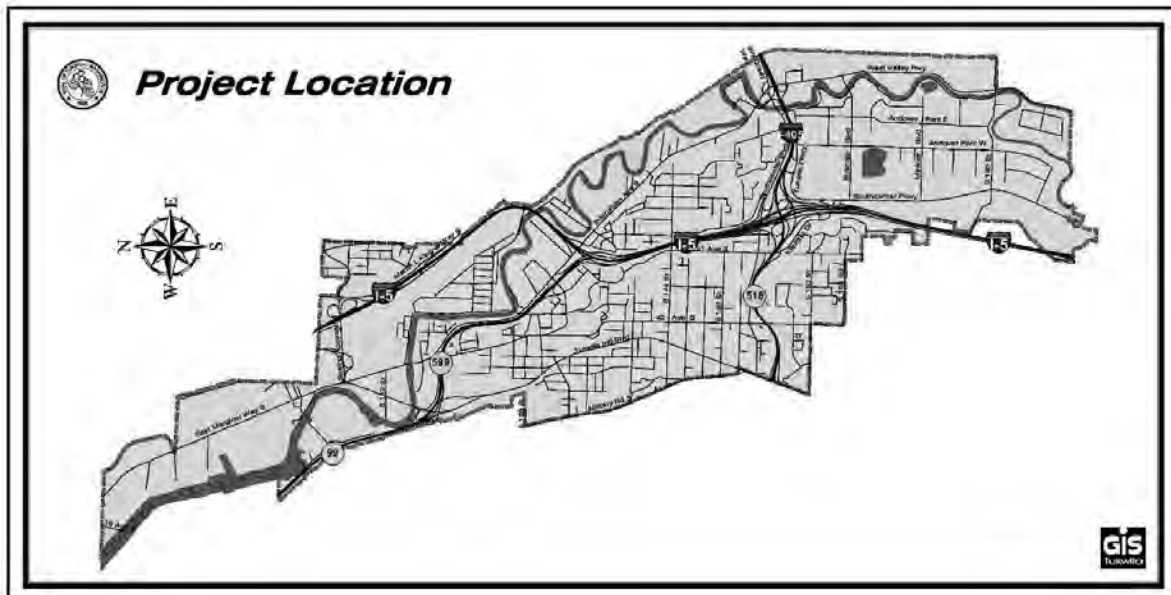
JUSTIFICATION: Growth Management Act transportation concurrency and traffic impact mitigations need updated traffic and capital planning. Adoption by 2024 required by Community Trade and Economic Development (CTED).

STATUS: Update every 8 years. Transportation Element will be coordinated with updates to Comprehensive Plan by the Department of Community Development. Next update is scheduled for 2024. (Updated with extended time due to COVID impacts)

MAINT. IMPACT: None.

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

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design		396	300							650	1,346
Land (R/W)											0
Const. Mgmt.											0
Construction											0
TOTAL EXPENSES	0	396	300	0	0	0	0	0	0	650	1,346
FUND SOURCES											
Awarded Grant											0
Proposed SS4A Grant			240								240
Mitigation											0
Impact Fees											0
Concurrency Fees	0	396	60	0	0	0	0	0	0	650	1,106
TOTAL SOURCES	0	396	300	0	0	0	0	0	0	650	1,346



PROFESSIONAL SERVICES AGREEMENT

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

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

1. **Project Designation.** The Consultant is retained by the City to perform **Planning and Engineering** services in connection with the project titled **Local Road Safety Plan**.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **December 31, 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 **\$249,705** 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 (“Work Product”) shall be the property of the City whether the project for which they are made is executed or not. However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than the Consultant, its subcontractors, or the City (“Third-Party Content”), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed,

gathered, compiled or produced by the Consultant or its subcontractors prior to or independently of their performance of this Agreement ("Background IP"), including such Third-Party Content or Background IP that the Consultant or its subcontractors may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of the City. Consultant, or its subcontractors as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. The Consultant and its subcontractors as applicable, grant the City an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, the Consultant shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for the City to utilize and enjoy the Consultant's services and the Work Product for their intended purposes. Any use of the Consultant's Work Product for any other project or purpose not authorized in writing by the Consultant, any changes to the Work Product made by anyone other than the Consultant, and any use of incomplete Work Product shall be at the City's or any other user's sole risk, and the Consultant shall bear no liability for any such unauthorized use, reuse, or modifications to the Work Product. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.

6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the Consultant's intentional misconduct and negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

- A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be

repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant. In the event of termination of this Agreement, the City shall pay the Consultant for all services performed by the Consultant in accordance with this Agreement to the date of termination.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.

16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:
- City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188
- Notices to Consultant shall be sent to the following address:
- Chris Breiland
Fehr & Peers
601 Union St, Suite 3525
Seattle, WA 98101
18. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Date: October 2, 2023
To: Cyndy Knighton; City of Tukwila
From: Taylor Whitaker, Chris Breiland; Fehr & Peers
Subject: Scope for Tukwila LRSP

The purpose of the Local Road Safety Plan (LRSP) is to address the needs of all road users and Tukwila's most vulnerable travelers, by not only addressing the challenges present at known hot spots, but also anticipating future concerns through proactive safety planning. Tasks will include educating stakeholders on the Safe System Approach, collecting input on proposed mitigation and prioritization using an equity lens, and translating this input into recommendations. The end result will be a Tukwila LRSP that qualifies as an action plan for the U.S. DOT Safe Streets and Roads For All (SS4A) program.

Task 1: Project Management

To facilitate close communication with the City team, the Fehr & Peers team (henceforth known as Consultant) will host a one hour virtual kick off meeting to review scope, schedule, and budget and discuss key priorities for this project.

Tasks 1.1: Project Kick Off Meeting

The Consultant will convene and facilitate a kick-off meeting with City staff to:

- Review and confirm the goals, scope, schedule and budget for the project.
- Define the roles and responsibilities of consultant team members.
- Define administration and project management expectations (communication protocol, regular meetings with City project manager, monthly progress reporting, project completion schedule, invoicing).
- Request key data for base mapping and safety analysis.

The kick-off meeting will also ensure that key team members emerge with a shared understanding of expectations and study objectives. The Consultant will prepare a draft agenda for the meeting and a meeting summary with follow-up items from the meeting.

Task 1.2 Project Management and Coordination

The Consultant will work with the City's project manager to schedule and host twice-monthly half hour check-in coordination calls over the course of this 11-month process to foster frequent

communication on emerging project needs and ensure the project scope, schedule, and budget are effectively managed. For efficiency, these could be combined or held back-to-back with the Transportation Element Update meetings.

The Consultant will prepare agendas for all meetings and propose maintaining a shared document (e.g., Sharepoint, OneDrive, Google Docs) for ongoing coordination meeting notes that can be easily referenced by all parties. Throughout the project, the Consultant will produce and maintain a project schedule confirming meetings, project deliverables, and review deadlines. Monthly progress reports will be provided with each invoice outlining tasks accomplished and deliverables provided in the monthly billing cycle.

This scope also includes 'direct costs' which covers project overhead costs such as printing, data communications, travel, and other expenses necessary to successfully implement the project.

Task 1.3 Coordination with Transportation Element Update and Assessment of Policies, Plans and Guidelines

The Consultant will coordinate internal check-ins on the Transportation Element to include members of the LRSP team to ensure we are in step throughout the process. This close coordination will result in leveraging materials developed for the Transportation Element, which will result in less investment of the City's limited resources.

Deliverables:

- *One-hour virtual kick off meeting*
- *Agendas and other materials for the vision statement workshop, which may include handouts, figures, maps, PowerPoint presentations, notes and meeting summaries, etc.*
- *Twice-monthly check in coordination calls*
- *Monthly progress reports*

Assumptions:

- *City staff will also advise on whether the meeting should be virtual.*

Task 2: Safety Data Analysis

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

Task 2.1 Existing Conditions Analysis

Once the data is in GIS format, the Consultant will analyze all fatal and serious crashes and look for trends to determine risk factors. Specifically, the consultant will investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather, distraction, or alcohol/ drug influence. The Consultant will also investigate trends in contextual variables (i.e. risk factors) such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses. The Consultant will assess how these variables may affect the safety of roadway users, with a particular focus on pedestrians and cyclists. This will form the basis for the Risk Factor analysis described in Task 2.3.

Task 2.2 Identification of Common Risk Factors

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

Task 2.3 Analyze Road Network for Common Risk Factors

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

Task 2.4 Equity Analysis

The Consultant will identify the locations in Tukwila which are identified as disadvantaged using key economic and social characteristics identified in the Climate and Economic Justice Screening Tool or USDOT Equitable Transportation Community (ETC) Explorer. The analysis will be at the Census Block Group level. Fehr & Peers will overlay this data on the map of prioritized projects (see Task 4).

Optional Task: Data Dashboard

The Consultant can develop an online Safety Dashboard to convey an interactive map of safety data. Data filters could be provided so that the map(s) can display data by a specific jurisdiction, year, posted speed of roadway, roadway classification, traffic volumes, number of lanes, disadvantaged community status, crash severity and other spatial data to be determined in consultation with Tukwila staff, and based on data readily available. The data used in the creation of the Safety Dashboard will be the same data set used in Task 2. To help inform the overall design and content of the Safety Dashboard, the Consultant can provide examples of other

dashboards such that the desired elements can be identified and incorporated into the Safety Dashboard.

Task 2 Deliverables:

- *Citywide collision database in GIS*
- *Draft Existing Conditions Slide Deck, inclusive of work products developed in Tasks 2.1 through 2.3, for City Review*
- *A map of the High-Risk Corridors by mode, a list of the prioritized corridors, and a geodatabase of the data.*
- *Final Existing Conditions Slide Deck for inclusion in Draft LRSP*
- *An equity analysis, narrative and graphics with descriptive population characteristics demonstrating the equity impact assessment of the proposed projects.*
- *Data Dashboard, if chosen*

Task 2 Assumptions:

- *City will provide the Consultant with data needs for the Systemic analysis; Consultant to provide Data Needs Request*

Task 3: Community Engagement

Stakeholder and community engagement are key elements in the development of a LRSP. These resources recommend involving stakeholders to address engineering solutions in the development and implementation of the plan. Community outreach is also a valuable component in developing a plan that is equitable, that supplements data with observations of those who travel the City each day, and that prioritizes investments in a way that aligns with City goals.

Task 3.1 Community Engagement and Outreach

Engagement Plan

Like the Transportation Element, the Tukwila LRSP will be shaped by an inclusive engagement effort reflecting the full range of Tukwila residents, businesses, and visitors. Modeled on the outreach effort underway by the consultant for the Tukwila Transportation Element Update (TE), the LRSP team will look for opportunities to add safety engagement as part of other transportation or Comprehensive Plan outreach. The Consultant will identify which materials should be translated to best serve community conversations.

This scope assumes translating three (3) one-page documents at key points in the plan development into 3 languages plus English: two fact sheet/flyers that will cover the beginning, middle, and end products; and one poster. Online materials will be supported by Google Translate options for engagement in multiple languages. If through the course of this outreach process, the

City identifies a need for live interpretation or additional translation of materials, the Consultant will develop a separate scope and fee to cover this additional effort.

In-Person Engagement

Tukwila is a diverse community with businesses and residents that reflect different ethnicities, cultures, and primary languages. Coordinating with Comprehensive Plan and TE outreach, the Consultant will work with the City on appropriate in-person engagement. Specifically the City/Consultant team will identify who, when, and where to meet to discuss transportation safety issues and project concepts

Community Engagement Documentation

The Consultant will create a brief memo that summarizes the outreach efforts that were conducted as part of this project, including a description of outreach events and meetings, communities of emphasis, and collected feedback. The deliverable for this task will be a draft and final public engagement summary.

Task 3.2 Task Force Development

The City of Tukwila will form a stakeholder Task Force, which will include a combination of Tukwila staff, other agencies, key stakeholders, and residents that are interested in addressing and improving safety in Tukwila. The Consultant will lead up to three meetings of the stakeholder group to inform and discuss community priorities for transportation safety, confirm key corridors and safety countermeasures, and develop buy-in of the draft plan materials. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 3.3 Vision Statement

Having a vision statement to commit to an eventual goal of zero fatalities and serious injuries will be critical to securing grant funding through the SS4A program. To support the development of this vision statement, the Consultant will facilitate a two-hour remote workshop to develop this statement. The Consultant will present examples from other similarly situated communities that have successfully developed Vision Zero and Target Zero programs.

Deliverables:

- Pop-up materials including electronic copies of poster boards and PDF files of hand-outs
- Foam-core or similar reusable backer boards
- Public engagement strategy plan and Fact sheet, translations and online materials.
- *Draft and Final community engagement memo*
- *Agendas and other materials for the Task Force meetings, which may include handouts, figures, maps, PowerPoint presentations, notes and meeting summaries, etc.*

- *Up to four meetings will be held, including one workshop to develop a Vision Statement goal. If additional meetings are requested by City staff, the Consultant will put a separate scope together on a cost and materials basis.*
- *The Vision Statement workshop will last two hours, other meetings are anticipated to last one and a half hours long.*
- *The Consultant team will prepare all materials for the Vision Statement workshop and Task Force meetings.*
- *City staff will be responsible for recruiting Task Force members, identifying a meeting space, and confirming participation.*
- *Up to three members of the Consultant team will be present at three meetings and one workshop.*
- *An equity analysis, narrative and graphics with descriptive population characteristics demonstrating the equity impact assessment of the proposed projects.*

Assumptions:

- *It is assumed that City staff will determine the attendees invited to the Vision Statement workshop and the Task Force meetings.*
- *The City will determine whether the full Task Force will participate in the Vision Statement workshop.*
- *City staff will assist with staffing public outreach events*
- *City staff will print any flyers or hand-outs and poster boards*
- *The Final Public Engagement Report will respond to a single round of consolidated edits from City staff received on the Draft Public Engagement Report*

Task 4: Selection of Prioritized Projects

From the subset of high-risk/high-collision corridors, the Consultant, in conjunction with City staff, will identify priority project locations.

Task 4.1 Identify Priority Project Locations

From the subset of high-risk corridors and processed collision data received from City staff, the Consultant, in conjunction with City staff, will support up to ten priority project locations consisting of hot spots, sub-corridors, or small zones. The project priority locations will include a mix of “quick build” projects that can be deployed quickly to address crashes and larger-scale projects that are more costly and complex to implement but can address more crashes or crashes that cannot be addressed through a quick build. This scope includes developing the priority project location list/map in a two-hour workshop with City staff.

The Consultant will collaborate with City staff to identify a list of priority projects, which will be based on the results of the collision analysis, collision profile, community engagement, and systemic evaluation tasks. These locations may include a combination of hot spot locations, key collision corridors, and locations identified as having greater potential for future collisions

through the systemic evaluation. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.2 Identify Countermeasures to Address Prioritized Locations

Based on the results of the safety analyses from Tasks 1-4, the Consultant will work with the City and the Task Force to identify countermeasures (i.e., systemic and location-specific project elements) that are relevant to the City of Tukwila. This effort will focus on both proven countermeasures, including those identified by FHWA and NHTSA, as well as emerging trends and technologies that are showing early signs of promise.

To be consistent with the Safe System approach countermeasures will focus on "Safer Roads," "Safer Speeds," and "Safer Road Users". Countermeasure identification will emphasize low-cost/high-impact countermeasures addressing top crash types identified in the safety analyses and can be deployed systemically throughout the city to prevent future fatal and serious injury crashes. Specific additional countermeasures will be identified for high crash locations as well. Speed's role in crash severity will be incorporated into recommended countermeasures/project concepts as will the needs of vulnerable road users, including people biking, driving (personal and commercial vehicles), walking, taking the bus, and using mobility devices.

The Consultant will prepare a countermeasure matrix that summarizes countermeasures for top crash types, lists crash modification factors (where available), relevant application, Safe Systems metric addressed, relative cost. Upon review and confirmation of identified countermeasures by the City, the Consultant will identify locations for systemic countermeasure deployment and location-specific countermeasures, project elements, and cost estimates for a maximum of top 10 priority locations. Note that this task will not involve detailed design work, but project concepts will be identified in sufficient detail to develop planning-level cost estimates. Only one cost estimate per location is anticipated in the budget. Non-infrastructure countermeasures will also be identified and folded into implementation strategies developed in Task 4.3. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.3 Implementation Strategies and Tracking

The Consultant will derive implementation strategies from previous tasks, including safety analyses, goal setting and performance measures, countermeasure identification, and Task Force and community engagement. Strategies will be based on the Safe Systems approach and may include new or modified policies, processes, and programs, in addition to infrastructure strategies identified in previous tasks. The goal for this task will be to identify actionable and realistic implementation strategies the City of Tukwila can achieve. The Consultant will develop an implementation matrix that will be broken into two distinct sections: one focused on potential safety infrastructure projects that position the City for WSDOT safety program funding, as well as supportive technologies, or studies, that could fall under demonstration activities under SS4A; and

the second section focused on policy, process, and programmatic strategies that will move Tukwila toward meeting SS4A objectives after plan adoption. The implementation matrix will list strategies in terms of anticipated impact and feature a brief description of the strategy, what Safe System element it supports, an assessment of fiscal and staff time resources necessary, timeframes (e.g., short-, medium-, long-term), roles and responsibilities both internal and external to the City, potential funding sources, and flag any potential for leveraging existing projects or programs. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Task 4.4 Performance Measures and Goals Identification

Clear and agreed-upon goals and performance measures and targets will set the stage for successful implementation. Leveraging work prepared for similar communities, the Consultant will lead the task of establishing safety goals and performance measures that align with the goals. Goals will support a long-term vision goal of zero fatalities and serious injuries, in alignment with SS4A Action Plan requirements. It is envisioned that goals and performance measures/targets will be shaped by the Task Force, safety analyses, and the community engagement process. The Consultant will prepare draft list of safety plan goals and performance measures informed by feedback received from the safety analyses and community engagement. The Consultant will finalize goals and performance measures for the LRSP based on feedback from City staff. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Deliverables:

- *Identification of up to ten priority project locations in a list and map format*
- *Countermeasure matrix as an Appendix*
- *Location-based countermeasure Identification*
- *Implementation Matrix*
- *Draft and Final Goals and Performance Measures*

Task 5: Report Documentation

The LRSP document is where all the previously completed efforts come together to document projects and strategies with measurable benefits for safety. We will deliver a high-quality LRSP that is effective and implementable to meet the City's objectives.

Task 5.1 Draft LRSP | Comprehensive Safety Action Plan

The Consultant will develop a draft plan based on the findings from work conducted under Task 1 through Task 4. The plan will be highly visual and graphical, with process graphics, detailed reasonable and actionable steps within means accessible to the City.

This task includes one round of review from the City to address comments. The Consultant will coordinate with the City on what elements to incorporate into the Transportation Element.

Deliverables:

- *Draft Action Plan*
- *Final Action Plan, part of which to be incorporated into the Transportation Element after coordination with the City*

Assumptions:

- *The Consultant will develop a final Plan to be published by the City.*

Tukwila LRSP Fee Proposal

2-Oct-23

Tasks	Fehr & Peers (Prime)							Labor Hours	Direct Costs	Total	Toole Design (Subconsultant)				Labor Hours	Direct Costs	Total	Total Hours	Total Costs
	Project Manager Taylor Whitaker	Principal-in-Charge Chris Reiland	Safety Expert Erin Ferguson	Outreach Lead Emily Alice Allhart	Project Planner/Analyst	Graphics	Project Coordinator				Michael Hintze Lead	Alex Duvall Project Engineer	Joanna Wang Analyst	Amish Tallor Planner					
Task 1 - Project Mangement	\$195	\$365	\$325	\$220	\$150	\$190	\$135				\$232	\$156	\$145	\$124					
Task 1.1 Project Kick Off Meeting	1	1		1	1		0	4	\$40	\$970	1				1	\$520	\$750	5	\$1,720
Task 1.2 Project Mangement and Coordination	36	16		4	4		4	64	\$600	\$15,480	11	8		8	27		\$4,790	91	\$20,270
Task 1.3 Coordination with Transportation Element Update and Assessment of Policies, Plans and Guidelines	16	4		8	8		2	38	\$310	\$8,120					0		\$0	38	\$8,120
Task 2 - Safety Data Analysis																			
Task 2.1 Existing Conditions Analysis	16	2			48	16	5	87	\$590	\$15,355					0		\$0	87	\$15,355
Task 2.2 Identification of Common Risk Factors	16	2	4		36		4	62	\$440	\$11,530					0		\$0	62	\$11,530
Task 2.3 Analyze Road Network for Common Risk Factors	16	2	2		24	9	3	56	\$410	\$10,625					0				\$10,625
Task 2.4 Equity Impact Analysis	4				8		1	13	\$80	\$2,195									\$2,195
Optional Task: Data Dashboard	2	1			24		2	29	\$190	\$4,815					0		\$0	29	\$4,815
Task 3: Community Engagement																			
Task 3.1 Community Engagement and Outreach	12	2		16	24	16	4	74	\$1,350	\$15,120	6			8	14		\$2,380	88	\$17,500
Task 3.2 Task Force Development	16	2		20	8	8	3	57	\$460	\$11,835					0		\$0	57	\$11,835
Task 3.3 Vision Statement	8	4		8	4		2	26	\$230	\$5,880	2				2		\$460	28	\$6,340
Task 4: Selection of Prioritized Projects																			
Task 4.1 Identify Priority Project Locations	24	2	4		48		5	83	\$580	\$15,165	8	8	12	8	36		\$5,840	119	\$21,005
Task 4.2 Identify Countermeasures to Address Prioritized Locations	10	2	2		14		2	30	\$230	\$5,930	30	160	20		210		\$34,820	240	\$40,750
Task 4.3 Implementation Strategies and Tracking	10	2	2		14		2	30	\$230	\$5,930	24	12		60	96		\$14,880	126	\$20,810
Task 4.4 Performance Measures and Goals Identification	12	2	4		26		3	47	\$350	\$9,025	8				8		\$1,860	55	\$10,885
Task 5: Report Documentation																			
Task 5.1 Draft Plan	36	12	8	20	60	40	11	187	\$1,460	\$37,945					0		\$0	187	\$37,945
Task 5.2 Final Plan	12	2			18	8	3	43	\$310	\$8,005					0		\$0	43	\$8,005
Total for all Tasks	247	58	26	77	369	97	56	930	\$7,860	\$183,925	90	188	32	84	394	\$520	\$66,300	1,255	\$249,705

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.
 Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
 Mileage is billed at the IRS rate plus 10% handling fee
 Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Approximate estimates for engagement direct costs:

- Social Pinpoint license (\$750)
- Translation of one flyer/poster into 4 languages (\$600)
- 4 Print poster boards for engagement activities at \$50 per board (\$200)

Other Direct Costs include reimbursable expenses such as mileage and communications



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
BY: Cyndy Knighton, Senior Program Manager
CC: Mayor Ekberg
DATE: November 17, 2023
SUBJECT: Southcenter Boulevard/65th Avenue S Signal
Project No. 90310404
Consultant Selection and Award

ISSUE

Execute an agreement with KPG-Psomas (KPG) to provide signal design and engineering services in conjunction with the Southcenter Boulevard/65th Avenue S Signal project.

BACKGROUND

In 2016, a signal warrant analysis was completed at two intersections with Southcenter Boulevard: 65th Avenue S and 62nd Avenue S. While both intersections met the criteria for signalization, the recommendation was to prioritize the signal the intersection of 65th Avenue S. A signal at 65th Avenue S is anticipated to also regulate operations at 62nd Avenue S as well as the speeds along Southcenter Boulevard. In 2021, this project was added to the Traffic Impact Fee list. This past August, the City submitted a grant application to the Transportation Improvement Board (TIB) for construction of this proposed signal using a construction cost estimate prepared by KPG. Pedestrian safety improvements at this location were also identified in 2020 as a high priority for the Neighborhood Traffic Calming Program (NTCP) and was included in the Staff Top-10 Recommended NTCP Projects list.

DISCUSSION

KPG was requested under the existing NTCP On-Call contract to prepare a cost estimate for the construction of this signal so that a current engineer’s estimate could be used for the TIB grant application. Because of their familiarity with this project and the immediate area, KPG was selected to do the signal design work. Staff negotiated the attached scope and fee for this design work.

FINANCIAL IMPACT

The scope and fee of this project is within the available budget.

	<u>Proposal</u>		<u>Budget</u>
Consultant Agreement	\$199,721	2023-2027 C18	200,000

RECOMMENDATION

The Council is being asked to approve the contract with KPG-Psomas in the amount of \$199,721 and consider this item on the Consent Agenda at the December 4, 2023 Regular Meeting.

ATTACHMENTS

- Proposed CIP Page
- Consultant Agreement



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 **KPG Psomas Inc.**, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform **Design services** in connection with the project titled **65th Ave S and Southcenter Blvd Intersection Improvement Project.**
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 **\$199,721.00** without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

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

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

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

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

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

KPG Psomas Inc.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121
18. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

**City of Tukwila
65th Ave S & Southcenter Blvd Intersection Improvement Project
CIP #92110402**

**KPG Psomas, Inc.
Scope of Work
November 2023**

INTRODUCTION

A. PROJECT UNDERSTANDING:

This intersection currently operates at LOS F for the SBLT movement, and has for many years. A signal warrant analysis was done in 2017, originally for the intersection of Southcenter Blvd and 62nd Avenue S, but given the close proximity of these intersections, bookmarked on either end by signalized intersections, signalization is warranted - and recommended - at 65th Avenue S. Doing so will: 1) Provide a safer crossing for pedestrians utilizing the King County Metro bus zone on the south side of Southcenter Blvd (the zone provides service for Rapid Ride F-Line and Rt 150). 2) Improve overall intersection operations. 3) Provide gaps in traffic to aid intersection operations at the 62nd Ave S intersection. 4) Aid in controlling existing high speeds on Southcenter Blvd. 5) Improve operation for the new Fire Station 52, located just north of the intersection, by providing signal override through Opticom for the firetrucks and aid cars. The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for intersection improvements and signal replacements at 65th Ave S and Southcenter Blvd site, including the following:

- Right of way impacts are expected only on NW and NE corners of the intersections.
- Curb radii geometry shall be maintained.
- All curb ramps shall be updated to the latest ADA guidelines (no bulb outs), as needed.
- New signal system.
- Illumination system updates and modifications.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- All work will take place within City of Tukwila Right-of-Way or dedicated easements.
- The City will lead all necessary coordination efforts with WSDOT. The Consultant shall support the City by assisting with preparation of channelization plan and construction permit, if necessary and required by WSDOT.
- No major impacts to existing storm, sewer and water main systems are expected. Utility improvements will be limited to stormwater infrastructure adjustments needed as a result of curb return radii revisions at the NE and NW corners.
- No existing iron within the pavement restoration limits will be replaced (valve box, frame and grate, ring and cover).
- No major grade revisions will occur within the intersection. Roadway centerline elevations will be established as needed to match existing grades at back of walk while maintaining a typical 2%

EXHIBIT A

to 3% cross slope and 0.5% longitudinal slope. The new sidewalk will be designed at approximately the existing sidewalk horizontal and vertical location.

- No pavement restoration beyond trench restoration will occur.
- Sidewalks, curb ramps, and driveways not meeting ADA requirement shall be replaced within the project limits.
- Sidewalks, curb ramps, and driveways will be constructed with dense concrete.
- Title Report(s) required for right of way delineation will be procured and identified by KPG Psomas.
- SEPA will be required and will be developed by the Consultant and submitted by the City.
- Neither stormwater quantity nor quality control will be required. Stormwater modeling will not be conducted and a Stormwater Site Plan will not be developed.
- An Ecology Construction Stormwater General Permit will not be required.
- No traffic analysis shall be required other than that required for signal timing.
- Preemption through an Opticom system will be installed due to proximity to Fire Station.
- There is no existing ITS system at the intersection.
- Channelization shall match existing, except for turn lane modifications.
- The City will be responsible for all permits and fees.
- The City will be responsible for all public involvement and coordination. KPG Psomas will participate in in up to two meetings as requested by City staff.
- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Typical City of Tukwila or WSDOT standard traffic control plans will be referenced or included as an appendix in the Contract Documents.
- Vegetation restoration shall match existing.
- Irrigation will not be installed.
- This project is not federally funded nor does the City plan on acquiring federal funds for this project.
- This Scope of Work has been developed assuming TIB funding will be acquired.
- Lateral Soils Bearing Pressure for existing soils will be at or above 1,000 pcf and structural engineering will not be needed for pole foundation design.

C. INFORMATION PROVIDED BY THE CITY:

The City of Tukwila will provide the following in aid of design:

- Submittal reviews, comments, and approvals.
- Existing City utility record drawings or GIS.
- TIB Funding Agreement.

The following Scope of Work describes the effort required to complete the above-described improvements:

EXHIBIT A

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 12-month contract duration (including Engineering Support During Bidding):

- 1.1 KPG Psomas will provide continuous project coordination and internal management for the project duration (estimate 12 months).
- 1.2 KPG Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 KPG Psomas will prepare for and attend coordination/progress meetings with City staff at regular intervals during the project to discuss key issues and track progress (estimate 4 meetings). Additionally, conference calls will be scheduled to discuss key issues with the City as needed.
- 1.4 KPG Psomas will provide a Project Schedule and updates at regular intervals to keep City staff informed of progress and submittal dates.
- 1.5 KPG Psomas will provide support for coordination efforts with WSDOT for up to three coordination meetings and two deliverables, if necessary (Channelization Plan and Construction Permit).

Deliverables:

- Monthly invoices (12 months)
- Monthly progress reports (12 months)
- Meeting notes for Consultant/City Meeting
- Project Schedule and up to three (3) updates
- WSDOT Coordination Support, up to three (3) meetings and two deliverables.

Task 2 – Right of Way and Survey Base Mapping

Effort under this task includes the anticipated work necessary to develop a base map and establish right of way. Approximate survey limits will be as follows:

- From curb return, 150 feet north on 65th Ave S. Detailed survey will be conducted to 5 feet beyond back of walk.
- From curb return, 150 feet east on Southcenter Blvd. Detailed survey will be conducted to 5 feet beyond back of walk.
- From curb return, 150 feet west on Southcenter Blvd. Detailed survey will be conducted to 5 feet beyond back of walk.
- 300 linear feet along the south side of the roadway, including 10 feet south of barrier along southside of roadway, including the king county metro rapid ride station.
- Underground utility locates marks

Actual survey limits may be adjusted prior to field survey based on the project extents figure provided by City of Tukwila.

EXHIBIT A

It is anticipated that the following effort will be required:

- 2.1 Survey Control: Existing monuments and property markers will be located and horizontal and vertical control will be set, which will be used for mapping and control during construction.
- 2.2 Detailed Topographic Mapping: Includes the locations of all above ground surface features including curbs, pavement edges, pavement markings, utilities, trees, fences, mailboxes street signs, utility poles sidewalks, top and toe of slopes, water meters, clean-outs etc. Survey full roadway width plus additional survey behind the back of proposed walk.

Measure downs and sketches will be provided for all storm and sewer structures within the detailed mapping area as defined above.
- 2.3 Right of way: Right of way will be defined using existing street monumentation and their relationship to public records. Lot lines will be established using GIS data, if needed. This includes adjoining side streets where the design is proposed.
- 2.4 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

Deliverables:

- Electronic base map showing existing right of way, utility locations, surface features, and contours at 1-foot intervals.

Assumptions:

- Base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Survey datums will be NAD 83/2011 for horizontal and NAVD88 for vertical.
- City utilities will be located by the City.
- Property corners will not be set as part of this Scope.
- Completing a Record of Survey is not included as part of this Scope.
- Rights-of-Entry for survey will be acquired by the City, if necessary.

Task 3 – Initial Design Concepts (10% Design)

Effort under this task includes the anticipated work necessary to develop conceptual design for the 65th Ave S & Southcenter Blvd Intersection Improvements. The layout will be prepared on the topographic survey to present initial approach to the design and modified as required to meet City and project needs with the goal of arriving at preferred approach prior to proceeding to 50% design.

- 3.1 Provide field review of base map.
- 3.2 Prepare 10% scroll plots over base map aerial for the project utilizing the topographic survey. The 10% scroll plots are anticipated to show the following information for City input:
 - Extents of curb radii and its impacts
 - New ramps and ADA approach
 - Signal layout
 - Illumination layout
- 3.3 Design Meeting: Prepare for and attend a meeting with City staff to select design approach and layout that will be incorporated into the overall design.

Deliverables:

EXHIBIT A

- Roll plot of planning level design approach (PDF & 1 hard copy of each).
- Two (2) meetings with City to review the preliminary design features and utility impacts.
- Meeting minutes

Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Individual plan sheets will not be provided for design options. Design options will be in the form of roll plots with improvements shown to scale.
- Details such as profile locations of proposed utilities will not be shown.

Task 4 – Progress Design (50% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the 65th Ave S & Southcenter Blvd Intersection Improvements based on input provided during the 10% Review Meeting. The goal of this task is to formalize and further selected improvements developed as part of the 10% Initial Concepts phase. As part of this effort KPG Psomas shall:

- 4.1 Prepare 50% plans including any of the design options selected in the previous phase. The 50% plans are anticipated to show the following information and will be based on decisions made in the tasks above:
- Horizontal alignment of curbs, sidewalks, and planter strips.
 - Horizontal locations and type of curb ramps.
 - Locations of driveway approaches.
 - Private utility impacts and pothole locations.
 - Impacts to private improvements inside and outside of existing right of way.
 - Signal and illumination equipment layout.
 - Right of way acquisition requirements.

It is anticipated that the 50% Design Submittal will consist of the following Plan sheets:

Title	Number
Cover Sheet	1
Key Map & Survey Control	1
Typical Sections and Details	1
Site Preparation and TESC (Plan/Plan) 20 scale	1
Alignment & Surfacing (Plan/ Profile) 20 scale	1
Curb Ramp (Plan) 10 scale	1
Signal and Illumination Plans (10 scale) and notes	2
Signing and Channelization Plans 20 scale	2
TOTAL	10

- 4.2 Preliminary Construction Cost Estimate: Prepare preliminary construction cost estimate for preferred option.
- 4.3 Illumination Design Report: KPG Psomas will develop a draft illumination design report for the intersection to support spacing of the luminaires.

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- 4.4 KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 30% Submittal prior to submittal for City Review.
- 4.5 Deliver 50% Design: KPG Psomas will deliver the 50% Design Plans to City of Tukwila for review and comment.
- 4.6 Design Review Meeting: The purpose of this meeting is to conduct a working review of the 50% Plans and Estimate. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop 90% Submittal Documents. Plans will be submitted for review 2 weeks prior to the meeting.

Comments from will be delivered to KPG Psomas electronically and a review meeting will not be necessary. Any clarification needed will be requested by KPG Psomas via email or telephone.

Deliverables:

- One (1) Set half-size hard copy 50% Plans (11"x17" size PDF).
- Construction Cost Estimate (PDF).
- Internal QA/QC of submittal.
- Draft Illumination Design Report
- Minutes of Review Meeting.

Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Details such as profile locations of proposed utilities will not be shown.
- The final curb and gutter location will be established after the 50% Review and will not be moved as a result of subsequent review comments.

Task 5 – Signal Operations & Timing Plan

The Consultant will develop a signal timing plan for the intersection using a Synchro traffic operations models and traffic count data.

- 5.1 Develop a Synchro (version 11) existing traffic operations models for the AM, midday, PM, and Saturday peak hours using the count data provided by the City. The model will include four the intersections at 61st Avenue S/Southcenter Boulevard, 62nd Avenue S/Southcenter Boulevard (non-signalized), and 65th Avenue S/Southcenter Boulevard, and 66th Avenue S/Southcenter Boulevard. The model will be used to identify the optimal signal phasing and timing for the new signal at 65th Avenue S/Southcenter Boulevard for the existing AM, midday, PM, and Saturday peak hours based on existing traffic counts and the signal timing plans for the adjacent intersections.
- 5.2 Develop signal timing plans for up to six time-of-day periods. These periods may include the AM peak, midday, PM peak, off-peak, weekend, and weekend holiday.

Deliverables:

- Synchro files
- Signal Timing Plan

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Assumptions:

- The City will provide Traffic Counts for 61st Avenue S/Southcenter Boulevard, 62nd Avenue S/Southcenter Boulevard, and 65th Avenue S/Southcenter Boulevard, and 66th Avenue S/Southcenter Boulevard intersections. The data collection will include conduct AM weekday, midday weekday, PM weekday, and two Saturday peak 2-hour intersection turning movement counts (holiday season, non-holiday season) and one 7-day, 24-hour tube count on Southcenter Boulevard.
- The City will provide recent signal timing plans for 61st Avenue S/Southcenter Boulevard and 66th Avenue S/Southcenter Boulevard.
- Timing information will include intersection cycle length, pedestrian walk and clearance intervals, left turn phases, overlap phases, yellow intervals, and all-red timing.
- The analysis will not evaluate changes to the phasing or timing for 61st Avenue S/Southcenter Boulevard and 66th Avenue S/Southcenter Boulevard.
- Programming of the signal phasing and timing into the controller will be conducted by the City or others. With the activation of the signal, field adjustment of proposed signal timing parameters are expected to be necessary and will be conducted by others.

Task 6 – Environmental Permitting and Cultural Resources

Effort under this task includes developing a State Environmental Policy Act (SEPA) Checklist, including cultural resources support documents for the project. As the project is not receiving federal grant funding, and as no other federal nexus is present, federal permitting efforts are not included.

- 6.1 Prepare a draft and final project-specific Environmental Checklist to satisfy the SEPA. For purposes of this scope of services, KPG Psomas has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. At this time, it is reasonable to assume that no additional studies would be necessary to complete the SEPA documentation and that the SEPA determination will be a Determination of Non-Significance (DNS). The City will be responsible for processing and publishing the checklist and SEPA determination and responding to public and agency comments.

Although the project is not subject to Executive Order 21-02, as no state capital funding is attached to the project, the City has responsibility to coordinate with affected Tribes. KPG Psomas cultural resources staff will review previous cultural resource surveys in the project vicinity as well as ethnographic records and relevant geological information, documenting findings in part of SEPA Checklist Question 13. KPG Psomas will also prepare an Inadvertent Discovery Plan for project construction, and the City's requirement for contractor adherence and the IDP will be discussed in the SEPA Checklist Question 13.

Deliverables:

- Draft SEPA Checklist (provided electronically in MSWord format).
- Final SEPA Checklist – (provided electronically in Adobe PDF format and MSWord format) includes edits based on one round of review comments by the City. All comment/edits made to the Word document will be provided in track changes mode.

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- Draft and Final Inadvertent Discovery Plan (IDP) (provided electronically).

Assumptions:

- Except for preparation of the permit documents described above, this task does not include any additional permit or approval applications.
- The City’s analysis of the SEPA Checklist will result in a “Determination of Non-significance” (DNS) and the project will not require the preparation of an Environmental Impact Statement (EIS).
- The City will be responsible for publication of the SEPA notice, including any publication fees.
- KPG Psomas assumes that any technical document necessary for SEPA review outside the scope of this proposal will be provided by others.
- The SEPA Checklist will be based on a design level of approximately 50 percent design.
- The SOW assumes that no historic property inventory will be required, and no archaeological survey will be required; if either of these elements are determined to be necessary, a separate scope of work will be prepared.

Task 7 – Utility Coordination

The scope of this task includes coordination with private utility companies. Effort included under this task is as follows:

- 7.1 Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 7.2 Develop a potential utility conflict figure and route to all affected purveyors. Utilities thought to be in conflict will be potholed. This plan will be developed between the 10 percent and the 50 percent submittals.
- 7.3 KPG Psomas will organize and attend up to 4 meetings with utility purveyors regarding existing utility location and possible relocation of utilities. Confirm that relocation designs are consistent and compatible with proposed improvements.
- 7.4 Coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements. This effort also includes miscellaneous phone calls and emails with utilities during coordination.
- 7.5 Update base map to include utility information not picked up during field survey and to include pothole information, if applicable.
- 7.6 Coordinate with Puget Sound Energy (PSE) for point of connection and new service application for new Signal System.

Deliverables

- Up to (8) letters to private utility purveyors requesting record drawing information.
- Utility Conflict Drawing showing locations of required utility potholes.
- Utility Coordination Meeting Agendas and Minutes.
- PSE new service application

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Assumptions

- Eight (8) utility purveyor letters will be developed.
- Two (2) Utility Coordination meetings will be held at the City. Up to four (4) meetings will be held onsite with individual utilities.
- Potholing of both public and private utilities will be conducted by a private firm which will bill the pertinent purveyor directly. Potholes for City-owned utilities will be included in the KPG Psomas contract. It is assumed that 4 locations shall be potholed.
- Utility record information and pothole data will be incorporated into the survey base map.
- KPG Psomas will coordinate pole, vault, riser and other utility appurtenance relocation and/or adjustment as needed with franchise utilities to accommodate proposed improvements.
- Franchise utility relocation design will be developed by the franchise utility. Survey for franchise utility relocation is not included in this Scope of Work.

Task 8 – Final Design (90% and Final)

This task includes the effort required to complete the final design, making the modifications requested in the design review process and comments received from the 50% review. Produce a set of 90% Contract Documents (design drawings and technical specifications) for City review and comment. City comments will be addressed and then stamped, Final Bid Documents will be submitted to both City of Tukwila and TIB for Bid Authorization.

8.1 Plans: The estimated sheet count for the 90% and Final design plans will consist of the following:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	2
Site Preparation and TESC (Plan/Plan) 20 scale	2
Alignment & Surfacing (Plan/ Profile) 20 scale	2
Curb Ramp (Plan) 10 scale	2
Signal and Illumination Plans (10 scale) and notes	2
Wiring Diagram	1
Pole Specifications Sheet	1
Signal and Illumination Details	1
Signing and Channelization Plans 20 scale	2
Landscape & Restoration (Plan/Plan) 20 scale	1
Landscape Schedule & Details	1
Existing Conditions & Pothole Plan (Plan/Plan, 20 scale)	1
City Standard Details	4
TOTAL	25

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- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
 - Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as sheets within the Plan set.
 - The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the Bid Documents.
 - The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the Bid Documents.
 - The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.
- 8.2 KPG Psomas will prepare and submit final illumination design report.
- 8.3 KPG Psomas will prepare 90% Specifications.
- 8.4 KPG Psomas will prepare 90% Cost estimate incorporating revisions from the City 50% review.
- 8.5 KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 90% Submittal prior to submittal for City Review.
- 8.6 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting. The revised PS&E will be submitted to Ecology for review and comment.
- 8.7 Bid Ready Plans: The plans will be revised based on comments from the City review.
- 8.8 Bid Ready Specification: The specification will be revised based on City review.
- 8.9 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.
- 8.10 Bid Package QA/QC
- 8.11 Deliver Final Bid Documents to City and TIB for Bid Authorization.

Deliverables:

- 90% Review Submittal
 - Internal QC.
 - One (1) Set half-size hard copy and PDF 90% Plans (11"x17" Hardcopy & PDF).
 - 90% Draft Construction Specifications (PDF).
 - One (1) 90% Construction Cost Estimate (PDF).
 - Responses to the City 50% Comments (PDF).
 - Minutes of Review Meeting.
- Final Submittal
 - Internal QC.
 - Submittal to Tukwila and TIB
 - 100% Plans (11"x17" PDF).
 - 100% Construction Specifications (PDF).

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- 100% Construction Cost Estimate (PDF).
- Final Illumination Design Report
- Submittal to City after TIB Bid Authorization
 - Bid Documents, including Plans, Specifications, and Estimate (PDF)
 - Five (5) Sets hard copy half-size Plans (11"x17" size)
 - One (1) set hard copy full-size Plans (22"x34" size)
 - Five (5) hard copy Specifications.
 - One (1) hard copy Estimate.

Assumptions:

- Project-specific Traffic Control plans will not be provided. Applicable Tukwila and/or WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 2 weeks before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 100% Submittal to City and TIB.

Task 9 – Geotechnical Engineering

Effort under this task includes the anticipated work necessary to perform testing in support of pole foundation and utility design. Specific Scope of Work elements are outlined in the below Geotechnical Engineering services.

The purpose of our scope is to support the proposed improvements by providing subsurface information and recommendations for the new signal pole foundations. Subsurface exploration will include drilling up to two borings to a depth of approximately 20 feet below ground surface (BGS) near the proposed pole locations. Deliverables will include draft and final reports presenting our summary and recommendations. Our specific scope of services is summarized as follows:

- Review available, existing preliminary plans and geotechnical, geological, and environmental reports for the immediate area.
- Coordinate and manage the field exploration, including obtaining street-use right-of-way (ROW) and lane closure permits from the City. A street-use ROW application and ROW permit will be required as well as a proposed traffic control plan for the exploration location.
- Explore the subsurface conditions by drilling up to two borings, one near each proposed pole location. Based on the existing topography and our experience in the area, subsurface conditions are expected to be similar across the intersection area.
 - The borings will be drilled to a depth of approximately 20 feet BGS with a small track- or trailer-mounted drill rig to minimize our footprint within the ROW. The borings will be drilled using hollow-stem auger techniques. Our representative will collect samples from the boring and log the subsurface conditions encountered. Samples will be collected via standard

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penetration test at approximately 2.5-foot intervals for the initial 10 feet and then at 5-foot intervals thereafter.

- We anticipate that work hours will be restricted to daylight hours between 9 a.m. and 3 p.m. and that traffic control services, including three flaggers and a uniformed police officer, will be required when working within the ROW and to route traffic around equipment.
- A separate site visit will be necessary to mark the boring locations for the utility locate requests. A second visit will be necessary to verify that there are no utility conflicts at the proposed boring locations before drilling. We anticipate drilling the borings in one day.
- Prepare a draft memorandum summarizing our findings, conclusions, and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions
 - Signal pole foundation design based on Chapter 17 of the Washington State Department of Transportation's Geotechnical Design Manual, M 46-03, "Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings"
- Prepare a final memorandum that incorporates acceptable requested revisions.

Deliverables:

- Draft and Final Geotechnical recommendations for foundation design.

Assumptions:

- Geotechnical Borings will be conducted within the roadway between the hours of 9am and 3pm.
- Full width pavement patching will not be required. The capital project will restore affected areas due to geotechnical borings.
- Boring will be performed within City of Tukwila Right of Way.

Task 10 – Right of Way Acquisition (if needed)

ProgramX Right of Way Services has been selected to assist with right of way acquisition, if needed. A budget allowance is provided should small acquisitions be required for proposed improvements.

KPG Psomas effort under this task is limited to the following:

- 10.1 KPG Psomas will review and provide comment on documentation developed by ProgramX.
- 10.2 KPG Psomas will prepare up to two legal descriptions and exhibit drawings to be used in acquisition documents.
- 10.3 KPG Psomas will place stakes showing approximate proposed right of way location in the field to help ProgramX during valuations negotiations.

Deliverables:

- Legal Descriptions and Exhibits for Right of Way – 2 Parcels

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- Field stakes showing proposed right of way acquisition.

Assumptions:

- Property corners will not be set as part of this Scope.
- KPG Psomas will order title report for two (2) parcel as a reimbursable expense.
- ProgramX will coordinate Right of Entry (ROE) with up to two property owners

Task 11 – Public Involvement

Effort under this task includes work necessary to garner stakeholder feedback and to meet with property and business owners to discuss the project impacts to private property and impacts during construction.

11.1 Prepare for and attend three (3) meetings with business owners and King County Metro. The first meeting will be held after the 10% Review. Subsequent meetings will be held as needed as design progresses to discuss proposed improvement and impacts to private improvements.

Deliverables:

- Graphics, roll plots, boards, etc. for meetings.

Assumptions:

- City will send all mailers and public meeting notifications.
- City will arrange meetings with adjacent stakeholders as requested. .
- Up to two (2) KPG Psomas staff will be present during the meetings.
- A formal presentation will not be required for the meetings.

Task 12 – Engineering Support During Bidding

12.1 This task includes providing engineering support during bidding and construction as requested by the City PM. Effort under this task could include:

- Preparation of addenda and Q&A responses during bidding.
- Assistance in bid tabulation and award

The actual assisting that will be needed during bidding and construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$2,000 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

Other Services:

The City may require additional services of the Consultant. These services may include assistance during the advertisement and award period, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS (DRAFT)

Client: City of Tukwila
Project Name: 65th Ave S & Southcenter Blvd Intersection Improvements
KPG Psomas Inc. Project Number: 9TUK010XXXX
Date: 11/1/2023

Task No.	Task Description	Labor Hour Estimate																				Total Hours and Labor Cost Computations by Task		
		Principal	Senior Engineer	Project Engineer II	Project Engineer I	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Surveyor III	Senior Transportation Modeler	Transportation Planner	Landscaping Technician	Environmental Manager	Managing Biologist I	Senior Archaeologist	GIS Manager	Word Processor	Senior CAD Technician	Senior Admin			
		\$284.00	\$214.00	\$174.00	\$148.00	\$133.00	\$250.00	\$259.00	\$204.00	\$163.00	\$136.00	\$189.00	\$113.00	\$101.00	\$218.00	\$181.00	\$167.00	\$160.00	\$118.00	\$137.00	\$133.00	Hours	Totals	
Task 1 - Management / Coordination / Administration																								
1.1	Internal Management & Coordination	4	2	8																		14	\$ 2,956.00	
1.2	Monthly Progress Reports			2																6		8	\$ 1,146.00	
1.3	Progress Meetings	2	2	8																		12	\$ 2,388.00	
1.4	Project Schedule & Updates	2	2	4																		8	\$ 1,692.00	
1.5	WSDOT Coordination (if necessary)	4	2	24																		30	\$ 5,740.00	
	Task Total	12	8	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	72	\$ 13,922.00	
Task 2 - Survey Base Mapping																								
2.1	Survey Control						1	6														7	\$ 1,804.00	
2.2	Topographic Mapping						1		16													17	\$ 3,514.00	
2.3	Establish Right-of-Way						1	2		8												11	\$ 2,072.00	
2.4	Develop Basemap						1				24											25	\$ 3,514.00	
	Task Total	0	0	0	0	0	4	8	16	8	24	0	0	0	0	0	0	0	0	0	0	60	\$ 10,904.00	
Task 3 - Initial Design Concepts (10%)																								
3.1	Field Meetings and Review of Base Map		4	2	4																4	14	\$ 2,344.00	
3.2	Prepare 10% Scroll Plots		4	2	8	16															4	34	\$ 5,064.00	
3.3	Design Meeting (Preliminary Layout)	2	2	2	2																	8	\$ 1,640.00	
	Task Total	2	10	6	14	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	56	\$ 9,048.00
Task 4 - Progress Design (50% Design)																								
4.1	Prepare 50% Plans		10	4	20	72																8	114	\$ 16,468.00
4.2	50% Construction Cost Estimate		2	4	4	8																	18	\$ 2,780.00
4.3	Draft Illumination Designs Report		2			12																	14	\$ 2,024.00
4.4	50% QA/QC Reviews	2		2																			4	\$ 916.00
4.5	Delivery of 50% Plans																					6	6	\$ 798.00
4.6	Design Review Meeting			2	2																		4	\$ 644.00
	Task Total	2	14	12	26	92	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	6	160	\$ 23,630
Task 5 - Signal Operations & Timing Plan																								
5.1	Develop Traffic Operations Models										4	16											20	\$ 2,564.00
5.2	Develop Signal Timing Plan										16	24											40	\$ 5,736.00
	Task Total	0	0	0	0	0	0	0	0	0	20	40	0	0	0	0	0	0	0	0	0	0	60	\$ 8,300.00
Task 6 - Environmental Permitting and Cultural Resources																								
6.1	SEPA Checklist and IDP														4	28	14	2	1				49	\$ 8,716.00
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	4	28	14	2	1	0	0	0	49	\$ 8,716.00
Task 7 - Utility Coordination																								
7.1	Utility Request Letter			2	4	6																	12	\$ 1,738.00
7.2	Utility Conflict Map				2	4																	6	\$ 828.00
7.3	Utility Coordination and Meetings			2	8	12																	22	\$ 3,128.00
7.4	Potholing / Relocation Coordination			2	2																		4	\$ 644.00
7.5	Base Map Update				2	2			2														8	\$ 1,242.00
7.6	SCL New Service Coordination	2	2	2	4																		10	\$ 1,936.00
	Task Total	2	2	8	22	24	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	62	\$ 9,516.00

Task 8 - Final Design (90% and Final)																									
8.1	90% Plans		24	4	36	80														8	6	164	\$ 24,300.00		
8.2	Final Illumination Design Report		2			4																6	\$ 960.00		
8.3	90% Specifications			4	4	4																14	\$ 2,022.00		
8.4	90% Construction Cost Estimate		2	2	2	8																14	\$ 2,136.00		
8.5	90% QA/QC	6	4	4																		14	\$ 3,256.00		
8.6	90% Designs Review Meeting	2	2	2	2	2																10	\$ 1,906.00		
8.7	Bid Ready Plans		4	4	24	32															4	72	\$ 10,296.00		
8.8	Bid Ready Specifications		24	4	8	32																69	\$ 11,373.00		
8.9	Bid Ready Construction Cost Estimate		2	2	2	4																10	\$ 1,604.00		
8.10	Bid QA/QC	6	4	4																		14	\$ 3,256.00		
8.11	Delivery of Bid Documents			2	2	6															4	14	\$ 1,974.00		
Task Total		14	68	32	80	172	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	14	401	\$ 63,083.00
Task 9 - Geotechnical Engineering																									
9.1	Geotechnical Engineering																					0	\$ -		
Task Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 10 - Right of Way Acquisition																									
10.1	Review and Comment on Documentation by ProgramX	2																				2	\$ 568.00		
10.2	Legal Description and Exhibits								8	8												16	\$ 2,392.00		
10.3	Field Staking for ROW							6		1												7	\$ 1,690.00		
Task Total		2	0	0	0	0	0	6	0	8	9	0	0	0	0	0	0	0	0	0	0	0	25	\$ 4,650.00	
Task 11 - Public Involvement																									
11.1	Prepare for and Attend Meetings	2		4	2	2									4								14	\$ 2,230.00	
Task Total		2	0	4	2	2	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	14	\$ 2,230.00	
Task 12 - Engineering Support During Bidding																									
12.1	Engineering Support During Bidding			2	4	4																10	\$ 1,472.00		
Task Total		0	0	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	\$ 1,472.00	
Total Labor Hours and Fee																									
Total Labor Hours and Fee		36	102	110	148	310	4	14	18	16	35	20	40	17	4	28	14	2	1	24	26	969	\$ 155,471.00		
Subconsultants																									
																						Utility Locate Service (Allowance)	\$2,000		
																						Potholing (Assuming 4 @ \$2500) (Allowance)	\$10,000		
																						Geotechnical Engineering (Geodesign NV5) (Allowance)	\$22,000		
																						Right of Way Acquisition (ProgramX) (Allowance)	\$10,000		
																						Total Subconsultant Expense	\$44,000.00		
Reimbursable Direct Non-Salary Costs																									
																						Mileage	\$200		
																						Reproduction Allowance	\$50		
																						Total Reimbursable Expense	\$250		
																						Total Estimated Budget	\$ 199,721.00		



TO: Transportation & Infrastructure Services Committee

FROM: Nora Gierloff, DCD Director

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

CC: Mayor Ekberg

DATE: November 13, 2023

SUBJECT: Agreement with Hopelink for TDM Outreach Services

ISSUE

The Transportation Demand Management (TDM) Program is asking for approval to amend Contract 22-153, a subcontract with Hopelink to provide TDM outreach services.

BACKGROUND

The City's TDM Program has partnered with Hopelink for the last 5-plus years to provide TDM services to priority populations including people with disabilities, veterans, immigrants and refugees, people with lower incomes, youth, and seniors. Since 2020, the TDM Program has had subcontracts with Hopelink using WSDOT Regional Mobility Grant funding.

DISCUSSION

The amendment would extend the contract through June 30, 2025, and add \$65,000 to the budget for the additional 1.5 years. This is an increase from the original contract budget of \$38,000 for 1 year to account for increasing cost of living and staff salaries.

FINANCIAL IMPACT

There will be no impact to the general fund. The \$65,000 subcontract will be reimbursed by a WSDOT Regional Mobility Grant (Contract 21-115).

RECOMMENDATION

The Council is being asked to approve amending Contract 22-153 with Hopelink and consider this item on the Consent Agenda at the December 4, 2023, Regular Meeting.

ATTACHMENTS

Attachment A: Amendment to Hopelink Agreement
Attachment B: 22-153 - Hopelink - Outreach Services 2023 Regional Mobility Grant Program



CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and Hopelink

That portion of Contract No. 22-153 between the City of Tukwila and Hopelink is hereby amended as follows:

Section 2:

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 this reference. The total amount to be paid shall not exceed \$65,000 ~~\$38,000.00~~.

Section 4:

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2024 ~~2023~~, and ending June 30, 2025 ~~December 31, 2023~~, unless sooner terminated under the provisions hereinafter specified.

Exhibit A – Scope of Work:

Activities and Services

Hopelink will supplement and enhance the City of Tukwila's current Transportation Demand Management (TDM) Program by providing outreach across South King County including both in-person and virtual engagement, and partnership development. Several strategies for this project include:

- Education & Outreach: provide travel options training for residents and transportation users in south King County, specifically in Tukwila, Burien, Des Moines, Kent, Renton, and SeaTac.
 - This programing will be designed to provide education and resources on sustainable transportation options, including but not limited to transit, active transportation, and ridesharing options.
 - Priority locations include multi-family housing, educational sites, low-income housing, senior/community centers, and other destinations frequented by our priority populations. Priority populations include historically marginalized communities; Black, Indigenous, and people of color; seniors; people with lower incomes; people with disabilities; immigrants and refugees; English language learners; youth; and veterans. There will be a focus on partnering with other agencies that support immigrants and refugees.



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

- Create new outreach opportunities tailored for the region to better serve South King County. Assist in ensuring the reduced fare ORCA options are included in all education and outreach opportunities. This can include partnering with Public Health/ORCA LIFT and utilizing King County Metro resources such as Neighborhood Pop-up and the reduced fare portal.
- Engage with youth to encourage transit ridership with the new fare-free policies.
- All events will be done in accordance with local health guidelines regarding in-person engagement.
- Create individualized transportation/mobility plans during outreach that allow individuals to better utilize transportation in the community.
- When technology is available, leverage the One-Call/One-Click platform to support multimodal trip planning and eligibility determination.
- Collateral Creation: in partnership with Tukwila staff, develop collateral materials such as brochures and flyers to support transportation education.
 - Include a Social Media Toolkit that can be used for cross promotion and engagement.
- Administer a simple transportation survey during in-person and virtual outreach.
 - Encourage survey completion at outreach events and perform any data entry for completed paper surveys.
 - Conduct follow up phone calls on transportation resources with reward program participants that do not provide an email address. Phone calls to be completed within 30 days of receiving the list from Tukwila staff.
 - Note: Tukwila staff is responsible for the survey creation and translation into top languages.
- Distribute rewards/incentives (such as ORCA cards) to the South King County Community. This will be designed to help connect individuals with transit fare that best suits their needs. This includes connecting individuals to reduced fare options, reduced fare portal or an agency that can assist in enrolling them in the right transit fare.
 - ORCA Cards will be provided by the City of Tukwila.
- Pilot additional programs as they arise including but not limited to Community Transportation Navigators and working with Hopelink's One-Call/One-Click Platform.
- Participate in local stakeholder groups to share information and promote TDM practices.
- Implement additional TDM approaches as appropriate.

Deliverables

This project will have the following deliverables:



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

- A mutually agreeable performance measurement plan, including the number of outreach events and number of customers served.
- Monthly outreach tracking sheet with event list and metrics.
- Quarterly status report due on the 15th of January, April, July and October that includes completed activities, summary of planned activities, and a description of issues, risks or challenges, and resolutions.
- ~~Final report of findings that includes:~~
 - ~~○ Summary of accomplishments~~
 - ~~○ A list of partnering organizations~~
 - ~~○ Detailed lessons learned from the project~~
 - ~~○ Estimated number of outreach events and customer interactions~~
 - ~~○ Qualitative customer feedback from end-users and partner organizations~~
 - ~~○ Number of transportation surveys completed or facilitated~~

Exhibit B – Costs and Payments:

Payments

Invoices shall be submitted at least quarterly by Hopelink, due on the 15th of January, April, July and October. Payments will fully reimburse Hopelink for costs associated with this project, as described in the budget below. Invoices shall be paid by the City within 30 days of receipt.

Item	Cost
1. Labor costs (including direct salary/wages and benefits at 0.45 FTE for <u>18</u> 13 months)	<u>\$50,000</u> \$29,000
2. Programming Costs (program/office supplies, printing, translation, and mileage)	<u>\$6,522</u> \$4,000
3. Indirect (indirect allocations, rent, telephone, IT, misc.) at 15%	<u>\$8,478</u> \$5,000
TOTAL	<u>\$65,000</u> \$38,000

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



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 22-153
Council Approval N/A

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Hopelink**, hereinafter referred to as "the Contractor," whose principal office is located at P.O. Box 3577, Redmond WA 98073-3577.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **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 this reference. The total amount to be paid shall not exceed **\$38,000.00**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **January 1, 2023**, and ending **December 31, 2023**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor 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 Contractor nor any employee of Contractor 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Scope of Insurance.** Contractor 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 and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 Contractor'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 Contractor's insurance and shall not contribute 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.** Contractor 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 Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

8. **Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

- 10. Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
- 11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability, 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 and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
- 13. Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor 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.
- 14. 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.
- 15. Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.
- 16. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.
- 17. General Compliance Assurance.** The Contractor agrees to comply with all instructions as prescribed in the Regional Mobility Grants Program Guidebook, hereinafter referred to as "Guidebook", and any amendments thereto, which by this reference is fully incorporated herein. The Contractor agrees that the City, and/or any authorized City representative, shall have not only the right to monitor the compliance of the Contractor with respect to the provisions of this Agreement but also have the right to seek judicial enforcement with regard to any matter arising under this Agreement.
- 18. Assignments and Subcontracts.**
Unless otherwise authorized in advance and in writing by the City, the Contractor shall not assign any portion of the Project as outlined in Exhibit A or execute any contract, amendment, or change order

thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

19. Reports.

- A. The Contractor shall prepare quarterly reports regarding services provided pursuant to this Agreement and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by the City. Due to Legislative and City reporting requirements, any required quarterly progress reports shall be submitted for the duration of the Agreement period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:
1. Narrative Progress Report
 2. Financial Status/Summaries of the Project.
- B. If the project is receiving Transit Coordination, Tier or Regional Mobility grant funds, in addition to the requirements from subsection A, the Contractor shall submit a mutually agreeable Performance Measurement Plan to the City.
- C. **Remedies for Misuse or Noncompliance.** If the City determines that the Project has been used in a manner different from Exhibit A of this Agreement, the City may direct the Contractor to repay the City the State funded share of the "Project Costs." The City may also withhold payments should it determine that the Contractor has failed to comply with any provision of this Agreement.

20. No Obligation by the City Government. No contract between the Contractor and its subcontractors shall create any obligation or liability for the City with regard to this Agreement without the City's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

21. Personal Liability of Public Officers. No officer or employee of the City shall be personally liable for any acts or failure to act in connection with this Agreement, it being understood that in such matters they are acting solely as agents of the City.

22. Ethics.

- A. **Relationships with Employees and Officers of the City.** The Contractor shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of the City, nor shall Contractor knowingly rent or purchase any equipment and materials from any employee or officer of the City.
- B. **Employment of Former City Employees.** The Contractor hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of the City without written consent of the City.

23. Compliance with Laws and Regulations. The Contractor agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The Contractor will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the Agreement shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this Agreement violate state or local law, or would require the Contractor to violate state or local law, the Contractor agrees to notify the City immediately in writing. Should this occur, the City and the

Contractor agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

24. Environmental Requirements. The Contractor agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

25. Accounting Records.

A. **Project Accounts.** The Contractor agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Contractor agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to the City upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The Contractor agrees to support all allowable costs charged to the Project, including any approved services contributed by the Contractor or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Contractor also agrees to maintain accurate records of all program income derived from implementing the Project.

26. Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the City may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Contractor's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The Contractor agrees to obtain any other audits required by the City at Contractor's expense. Project closeout will not alter the Contractor's audit responsibilities.

C. **Inspection.** The Contractor agrees to permit the City and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project. The Contractor agrees to require each third party to permit the City, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project(s).

27. Labor Provisions. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Contractor will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

28. Changed Conditions Affecting Performance. The Contractor hereby agrees to immediately notify the City of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

29. Termination.

A. **Termination for Convenience.** The City and/or the Contractor may suspend or terminate this Agreement, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other Party. The City and the Contractor shall agree upon the Agreement termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. However if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. The City determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The Contractor is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The Contractor is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Contractor; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A. 1–5 above, the City shall reimburse the Contractor for all costs payable under this Agreement that the Contractor properly incurred prior to termination. The Contractor shall promptly submit its claim for reimbursement to the City. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

B. **Termination for Default.** The City may suspend or terminate this Agreement for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the Contractor, if the Contractor materially breaches or fails to perform any of the requirements of this Agreement, including:

1. Takes any action pertaining to this Agreement without the approval of the City, which under the procedures of this Agreement would have required the approval of the City;
2. Jeopardizes its ability to perform pursuant to this Agreement, United States of America laws, Washington state laws, or local governmental laws under which the Contractor operates;
3. Fails to make reasonable progress on the Project or other violation of this Agreement that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this Agreement or fails, to comply with, or is in violation of, any provision of this Agreement. The City shall serve a notice of termination on the Contractor setting forth the manner in which the Contractor is in default hereunder. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the Contractor, such as a strike, fire or flood, the City may: (a) allow the Contractor to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) business days, or such longer period as determined by the City, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is

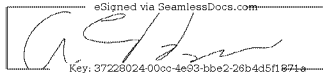
permitted and other appropriate conditions. If the Contractor fails to remedy to the City's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, the City shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- E. If this Agreement is terminated before the specified end date set forth in the caption header, "Term of Agreement", the City and the Contractor shall execute an amendment to this Agreement identifying the termination date and the reason for termination.

DATED this 2nd day of December, 2022.


CITY OF TUKWILA

CONTRACTOR

eSigned via SeamlessDocs.com

Key: 37228024-00cc-4e93-bbe2-26b4d5f1971a

NG

Allan Ekberg, Mayor 12-06-2022

DocuSigned by:

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By:

Printed Name and Title: Geoff Crump COO

ATTEST/AUTHENTICATED:

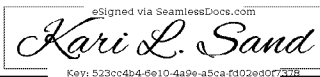
Address: 8990 154th Ave NE, Redmond, WA 98052

eSigned via SeamlessDocs.com

Key: b32679de-b9ee-4c7f-bfdd-13c38901385a

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

eSigned via SeamlessDocs.com

Key: 523cc4b4-6e10-4a9e-a5ca-0d02ed0f2378

Office of the City Attorney

2023 Regional Mobility Grant Program

Exhibit A – Scope of Work

Activities and Services

Hopelink will supplement and enhance the City of Tukwila’s current Transportation Demand Management (TDM) Program by providing outreach across South King County including both in-person and virtual engagement, and partnership development. Several strategies for this project include:

- **Education & Outreach:** provide travel options training for residents and transportation users in south King County, specifically in Tukwila, Burien, Des Moines, Kent, Renton, and SeaTac.
 - This programing will be designed to provide education and resources on sustainable transportation options, including but not limited to transit, active transportation, and ridesharing options.
 - Priority locations include multi-family housing, educational sites, low-income housing, senior/community centers, and other destinations frequented by our priority populations. Priority populations include historically marginalized communities; Black, Indigenous, and people of color; seniors; people with lower incomes; people with disabilities; immigrants and refugees; English language learners; youth; and veterans. There will be a focus on partnering with other agencies that support immigrants and refugees.
 - Create new outreach opportunities tailored for the region to better serve South King County. Assist in ensuring the reduced fare ORCA options are included in all education and outreach opportunities. This can include partnering with Public Health/ORCA LIFT and utilizing King County Metro resources such as Neighborhood Pop-up and the reduced fare portal.
 - Engage with youth to encourage transit ridership with the new fare-free policies.
 - All events will be done in accordance with local health guidelines regarding in-person engagement.
 - Create individualized transportation/mobility plans during outreach that allow individuals to better utilize transportation in the community.
 - When technology is available, leverage the One-Call/One-Click platform to support multimodal trip planning and eligibility determination.
- **Collateral Creation:** in partnership with Tukwila staff, develop collateral materials such as brochures and flyers to support transportation education.

- Include a Social Media Toolkit that can be used for cross promotion and engagement.
- Administer a simple transportation survey during in-person and virtual outreach.
 - Encourage survey completion at outreach events and perform any data entry for completed paper surveys.
 - Conduct follow up phone calls on transportation resources with reward program participants that do not provide an email address.
 - Note: Tukwila staff is responsible for the survey creation and translation into top languages.
- Distribute rewards/incentives (such as ORCA cards) to the South King County Community. This will be designed to help connect individuals with transit fare that best suits their needs. This includes connecting individuals to reduced fare options, reduced fare portal or an agency that can assist in enrolling them in the right transit fare.
 - ORCA Cards will be provided by the City of Tukwila.
- Pilot additional programs as they arise including but not limited to Community Transportation Navigators and working with Hopelink's One-Call/One-Click Platform.
- Participate in local stakeholder groups to share information and promote TDM practices.
- Implement additional TDM approaches as appropriate.

Deliverables

This project will have the following deliverables:

- A mutually agreeable performance measurement plan, including the number of outreach events and number of customers served.
- Monthly outreach tracking sheet with event list and metrics.
- Quarterly status report that includes completed activities, summary of planned activities, and a description of issues, risks or challenges, and resolutions.
- Final report of findings that includes:
 - Summary of accomplishments
 - A list of partnering organizations
 - Detailed lessons learned from the project
 - Estimated number of outreach events and customer interactions
 - Qualitative customer feedback from end-users and partner organizations
 - Number of transportation surveys completed or facilitated

2021-2022 Regional Mobility Grant Program

Exhibit B – Costs and Payments

Payments

Invoices shall be submitted at least quarterly by Hopelink. Payments will fully reimburse Hopelink for costs associated with this project, as described in the budget below. Invoices shall be paid by the City within 30 days of receipt.

Item	Cost
1. Labor costs (including direct salary/wages and benefits at 0.30 FTE and .10 FTE for 13 months)	\$29,000
2. Programming Costs (program/office supplies, printing, translation, and mileage)	\$4,000
3. Indirect (indirect allocations, rent, telephone, IT, misc.) at 15%	\$5,000
TOTAL	\$38,000