



## 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.

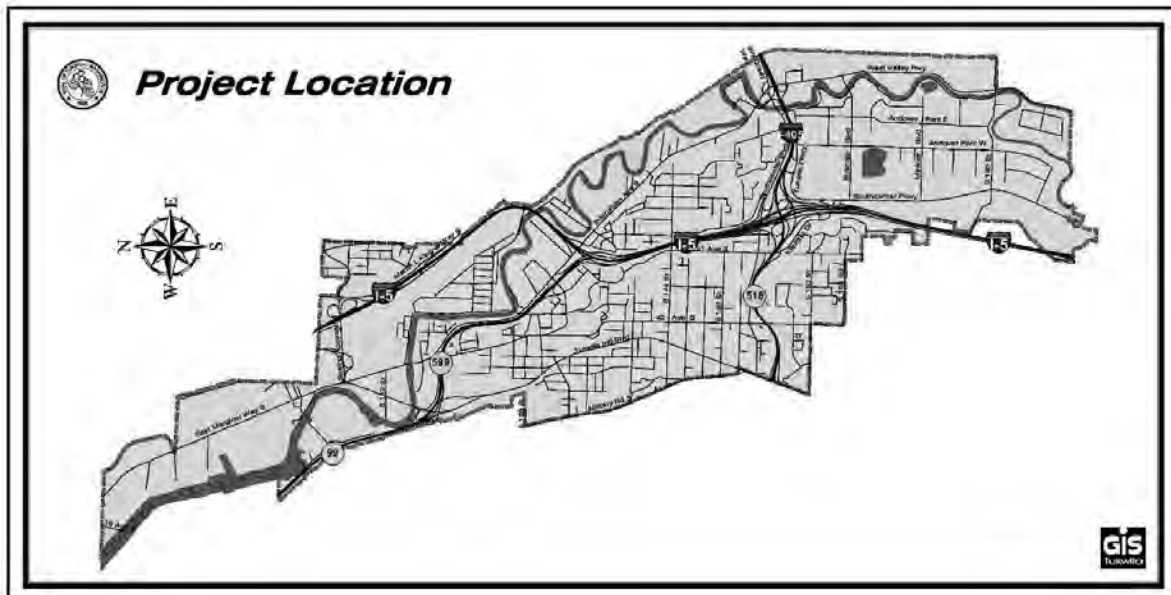
**JUSTIFICATION:** Growth Management Act transportation concurrency and traffic impact mitigations need updated traffic and capital planning. Adoption by 2024 required by Community Trade and Economic Development (CTED).

**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		
<b>EXPENSES</b>											
Design		396	300							650	1,346
Land (R/W)											0
Const. Mgmt.											0
Construction											0
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>396</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>650</b>	<b>1,346</b>
<b>FUND SOURCES</b>											
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
<b>TOTAL SOURCES</b>	<b>0</b>	<b>396</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>650</b>	<b>1,346</b>



## 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**

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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					
<b>Task 1 - Project Mangement</b>	\$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
<b>Task 2 - Safety Data Analysis</b>																			
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
<b>Task 3: Community Engagement</b>																			
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
<b>Task 4: Selection of Prioritized Projects</b>																			
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
<b>Task 5: Report Documentation</b>																			
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
<b>Total for all Tasks</b>	<b>247</b>	<b>58</b>	<b>26</b>	<b>77</b>	<b>369</b>	<b>97</b>	<b>56</b>	<b>930</b>	<b>\$7,860</b>	<b>\$183,925</b>	<b>90</b>	<b>188</b>	<b>32</b>	<b>84</b>	<b>394</b>	<b>\$520</b>	<b>\$66,300</b>	<b>1,255</b>	<b>\$249,705</b>

**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