



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Armen Papyan, Chair
- ❖ Dennis Martinez
- ❖ Hannah Hedrick

Distribution: D. Martinez A. Papyan H. Hedrick H. Ponnekanti G. Lerner (email)	Clerk File Copy Share pkt pdf on SharePoint to A. Le, A. Youn
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AGENDA

MONDAY, MARCH 25, 2024 – 5:30 PM
HYBRID MEETING – ONSITE AND VIRTUAL
DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND FLOOR

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 252508487#

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) PSRC Grant Application - South King County TDM (A. Turner)	Committee approval	Pg. 1
b) WSDOT Regional Mobility Grant Application (A. Turner)	Committee approval	Pg. 3
c) Purchase Authorization of 83 LED King Lumineers (D. DeGroot)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 5
d) Surface Water Fund – Stormwater Outfalls Water Quality Retrofit Project Bid Award (J. Hopkins)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 9
e) Consultant Contract - Organics Diversion and Reduction (C. Minion)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 25
f) Washington Dept of Ecology WRRED Grant Acceptance (C. Minion)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 39
g) Interlocal Agreement with the City of Tukwila, the City of Maple Valley and the City of Burien for food waste prevention and diversion outreach (C. Minion)	Forward to the 04/01/24 Regular Unfinished Business and 04/15/24 Regular Consent Agenda	Pg. 61
h) Electric Vehicle Charging Stations Grant Acceptance-Fleets/Facilities and Justice Center (C. de Boer)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 67
i) Major Pavement Overlay and Repairs - WSDOT Nat'l HWY System Asset Mgmt Grant Awards (C. de Boer)	Forward to the 04/01/24 Regular Consent Agenda	Pg. 73
j) Local Road Safety Plan Update Task Force (C. Knighton)	Discussion only	Pg. 87

Next Scheduled Meeting: 04/22/2024



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Nora Gierloff, DCD

BY: Alison Turner, Sustainable Transportation Program Manager

CC: Mayor McLeod

DATE: March 15, 2024

SUBJECT: PSRC Grant Application – South King County TDM

ISSUE

The Transportation Demand Management (TDM) Program is asking for approval to apply for federal funding through Puget Sound Regional Council's (PSRC) project selection process.

BACKGROUND

In 2020, the TDM Program was awarded Climate Mitigation and Air Quality (CMAQ) funding for a successful application. That project is currently being implemented starting in 2023.

DISCUSSION

Approximately every two years, Federal Highways Administration (FHWA) funds are made available through a competitive grant selection process. Successful grants will be awarded in January 2025 and funds are generally available starting October 2026. A match of 13.5% is required for the federal funds, which can be provided using other non-federal grants. The scope of the proposed \$550,000 CMAQ project is to provide regional TDM programming and services to help people access sustainable transportation options that reduce traffic congestion and improve air quality in Tukwila and South King County.

FINANCIAL IMPACT

There will be no impact to the general fund. A match of \$85,838 will be provided by the City's Commute Trip Reduction grant funding, plus any local in-kind funding secured from partnering agencies should there be any.

RECOMMENDATION

Committee decision to apply for the grant.



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Nora Gierloff, DCD

BY: Alison Turner, Sustainable Transportation Program Manager

CC: Mayor McLeod

DATE: March 15, 2024

SUBJECT: WSDOT Regional Mobility Grant Application

ISSUE

The Transportation Demand Management (TDM) Program is asking for approval to apply for a WSDOT Regional Mobility Grant.

BACKGROUND

In recent years the TDM Program has been awarded funding from Regional Mobility Grant twice. The Program is currently administering a 4-year grant with a grant period from July 2021 to June 2025. A new funding award will enable the TDM Program to continue providing regional TDM services in Tukwila and South King County.

DISCUSSION

The scope of the proposed 4-year (July 2025 to June 2029) \$832,000 project is to provide TDM programming and services to employers, residents, and workers in Tukwila and South King County to reduce drive-alone travel and traffic congestion. The project will use TDM strategies to increase the use of transit, carpooling, active transportation, telework, and new mobility services. Strategies include outreach, education, and incentives such as ORCA cards and safety gear to encourage sustainable transportation choices.

FINANCIAL IMPACT

There will be no impact to the general fund. A match of \$208,000 (20% of the project budget) will be provided by the City's Commute Trip Reduction grant funding, plus any local in-kind funding secured from partnering agencies should there be any.

RECOMMENDATION

Committee decision to apply for the grant.



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Hari Ponnekanti, Public Works Director/City Engineer

BY: David DeGroot, Streets Department Superintendent

CC: Thomas McLeod, Mayor

DATE: March 22, 2024

SUBJECT: Purchase Authorization of 83 LED King Lumineers

ISSUE

Authorization to purchase 83 LED conversion kits to enhance street lighting on Tukwila International Blvd.

BACKGROUND

The initiative to upgrade street lighting along Tukwila International Blvd began in 2023 with the replacement of 20 units. This initial phase was aimed at assessing the feasibility and impact of transitioning to LED lighting in terms of cost savings and improved illumination. The results from this phase resulted in a reduction in electricity costs by approximately 75% and a noticeable enhancement in the brightness and reliability of street lighting, contributing to a safer environment for pedestrians. Based on these early results, staff are hoping to expand the project by adding 83 additional LED King Lumineers.

FINANCIAL IMPACT

This purchase has been confirmed as an eligible expense and will be fully funded by American Rescue Plan Act (ARPA) funds. Installation labor will be done in-house by Street Department personnel.

	Cost		Funding
LED King Lumineers	\$104,176.62	ARPA Funds	\$104,176.62

RECOMMENDATION

Council is being asked to approve the purchase of 83 LED conversion kits from SeaTac Lighting and approve this purchase on the Consent Agenda at the April 1, 2024 Regular Meeting.

Date: Feb 23, 2024

Quote: SEATAC-WWA24-169519-4

Quote

Page 1/2



Sea-Tac Lighting & Controls, LLC
15455 53rd Ave S
Tukwila WA 98188
Phone: (206) 575-6865
Fax:

From: Kevin Johnson
Quoter Ph:
email: kjohnson@seataclighting.com

Project Location Quote **City of Tukwila - King Conversion Kits**
SEATAC-WWA24-169519-4

To: Tim Kirkland
City Of Tukwila
6200 Southcenter Blvd.
Tukwila WA 98188
EMail: Tim.Kirkland@TukwilaWA.gov

For
Bid Date Feb 23, 2024
Expires Mar 24, 2024
City/Municipality: City Of Tukwila - Tukwila

QTY	Type	MFG	Part	Price	UQ
83		KNGW	KCK204P4GS-III-75(SSL)7030-120V-4K	\$1,140.00	
Total:					\$94,620.00

Notes:

KING LUMINAIRE & STRESSCRETE SHIPPING & HANDLING INCLUDED
LEAD TIME: 12-14 WEEKS

*****PLEASE COMPLETE THE FOLLOWING*****

PURCHASE ORDERS WOULD BE WRITTEN TO:
Stresscrete Kansas
C/O: SEATAC LIGHTING & CONTROLS
4439 S. 134th Pl. Bldg E
Tukwila Wa 98168

Checks will be sent Directly to :
Stresscrete Kansas
14503 Wallick Road
Atchison, KS 66002

KING REQUIRES A RELEASED PURCHASE ORDER.

*****PLEASE SIGN ALL PAGES*****

BY SIGNING THIS QUOTE# SEATAC-WWA24-169519
_____ ACKNOWLEDGES THIS QUOTE

AS PO# _____
IF YOU WISH TO SUPPLY YOUR OWN PO #, PLEASE ENTER BELOW.
PO# _____

SOLD TO:



Sea-Tac Lighting & Controls, LLC
15455 53rd Ave S
Tukwila WA 98188
Phone: (206) 575-6865
Fax:
From: Kevin Johnson
Quoter Ph:
email: kjohnson@seataclighting.com

Project Location Quote **City of Tukwila - King Conversion Kits**
SEATAC-WWA24-169519-4

SHIP TO:

48 HOURS ADVANCE NOTICE, SUPPLY (2) CONTACTS:

- 1. _____
- 2. _____

BILL TO:

Terms and conditions of sale:

Due to current market conditions, Unless noted otherwise, pricing subject to requote if ordered after noted expiration date

Subject to manufacturer's published terms and conditions of sale.
Quotation is void if changed. Entire quote must be used or subject to re-quote.
Liquidated damages are not accepted unless negotiated in advance and appear on purchase order.

Tariff Fees may be charged by the factories in addition to quoted prices.
Standard Factory warranties are included and begin at time of shipment, NOT SUBSTANTIAL COMPLETION unless pre-negotiated. Extended warranties must be requested and confirmed by the factories prior to release of material.

Mfg Terms:	Freight Allowance	Minimum Order
KNGW KING LUMINAIRE (WWA)	Freight Allowed	



City of Tukwila

6200 Southcenter Blvd, Tukwila, WA 98188-2544
206-433-1800

PURCHASE ORDER

NUMBER
DATE

VENDOR INFORMATION

NAME	CONTACT OR SALESPERSON
STREET ADDRESS	PHONE NUMBER
CITY/STATE/ZIP	EMAIL ADDRESS

The PO number is the three-character department code and today's date, in the following format: XXXMMDDYY
 XXX = Department Code (FIN, PWM, FIR, POL, etc...)
 MM = Month (01, 02, 11, etc...)
 DD = Day (01, 21, 29, 30, etc...)
 YY = Year (14, 15, etc...)
 Example: For a Fire PO created on June 1, 2014, the PO number would be: FIR060114

PURCHASE INFORMATION

QUANTITY	DESCRIPTION	GENERAL LEDGER ACCOUNT						PROJECT ACCOUNTING				AMOUNT	
		FUND	DEPT	BASUB	ELEMENT	OBJ	SUB-OBJ	PROJECT	PHASE	TASK	SUB-TASK		

NOTES

OTHER QUOTES

VENDOR	
QUOTE	DATE
VENDOR	
QUOTE	DATE

Subtotal	
Sales Tax	
TOTAL	

APPROVALS

PURCHASER/ INITIATED BY	DEPARTMENTAL APPROVAL	EXECUTIVE APPROVAL
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(Required if more than \$20,000.00)



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
 FROM: Hari Ponnekanti, Public Works Director
 BY: Joshua Hopkins, Surface Water Project Manager
 CC: Mayor Thomas McLeod
 DATE: March 22, 2024
 SUBJECT: Surface Water Fund – Stormwater Outfalls Water Quality Retrofit Project
Project No. 91241202
Bid Award

ISSUE

Award a contract to Road Construction Northwest, Inc. to construct the Stormwater Outfalls Water Quality Retrofit Project.

BACKGROUND

The goal of the project is to improve the water quality of stormwater discharges to the Duwamish River from city roads. This project will retrofit two city street discharge points with below-ground vaults that utilize biofiltration media to treat stormwater prior discharge. One site is located on Tukwila Intl. Blvd. and the other on Interurban Ave S. A grant from the WA State Dept. of Ecology will reimburse the city for construction and construction management costs.

DISCUSSION

The Stormwater Outfalls Water Quality Retrofit Project was advertised for bids on March 12, 2024. Four bids were received and opened on March 14, 2024. The bids were checked, tabulated, and no errors were found. The engineer’s estimate was \$849,830.00; Road Construction Northwest, Inc. is the apparent low bidder with an overall bid of \$928,288.50; the next lowest bid is 9.2% higher.

BUDGET AND BID SUMMARY (All amounts include sales tax)

	<u>Bid Results</u>	<u>Estimate</u>	<u>2024 Budget</u>
Bid Amount (Schedule A & B)	\$ 928,288.50	<u>\$ 849,830.00</u>	
Contingency (10%)	<u>\$92,828.80</u>		
Dept. of Ecology WQ Grant			<u>\$1,103,930.00</u>
Total	<u>\$ 1,021,177.30</u>	<u>\$ 849,830.00</u>	<u>\$ 1,103,930.00</u>

RECOMMENDATION

Council is being asked to award the Stormwater Outfalls Water Quality Retrofit Project contract to Road Construction Northwest, Inc. in the amount of \$928,288.50 (plus contingency) and consider this item on the Consent Agenda at the April 1, 2024, Regular Meeting.

ATTACHMENTS:

- CIP, 2023-2028, page 77
- Bid Tabulation Certification
- Recommendation to Award Letter

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Storm Water Quality Retrofit Program** Project No. 91241202

DESCRIPTION: Provide, design, and install water quality testing and improvements at selected drainage locations.

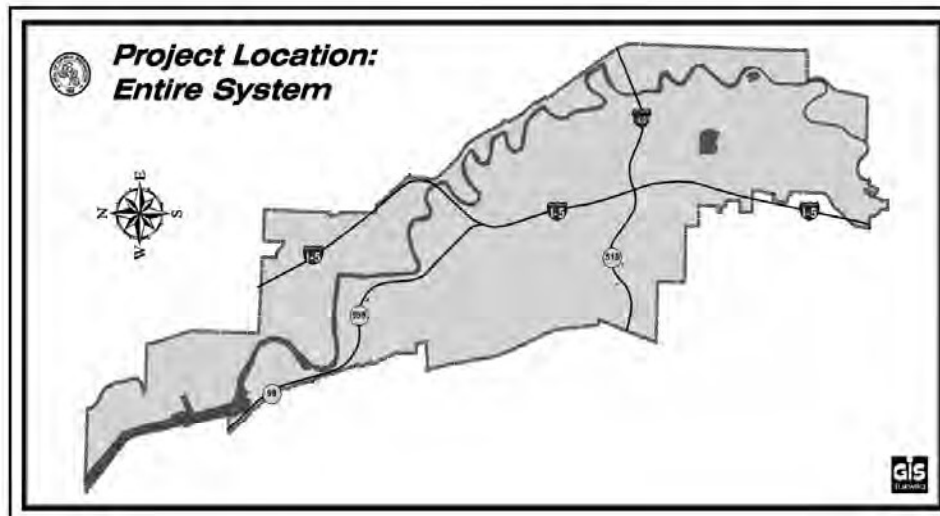
JUSTIFICATION: Most surface water is discharged directly to receiving water bodies untreated.

STATUS: Water quality retrofit has been added to CIP projects since 2015 (Interurban and 53rd Ave S).

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Combine with other CIP projects for design and construction, where feasible. For 2021, funding for added improvements to the West Valley Highway project. A proposed State DOE grant is listed in 2022.

FINANCIAL (in \$000's)	Through		Estimated							
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	41	100	20	100	100		100	100	20	581
Land (R/W)		5								5
Const. Mgmt.			300			400			15	715
Construction			1,300			1,800			80	3,180
TOTAL EXPENSES	41	105	1,620	100	100	2,200	100	100	115	4,481
FUND SOURCES										
Awarded Grant	22		1,365							1,387
Proposed Grant					100	1,530		100		1,730
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	105	255	100	0	670	100	0	115	1,364
TOTAL SOURCES	41	105	1,620	100	100	2,200	100	100	115	4,481



CITY OF TUKWILA - I Storm Water Outfalls Quality Retrofit Project 3/18/2024 BID TAB [Project No. 91241202]				Total				APPARENT LOW BIDDER							
				ENGINEER'S ESTIMATE				ROAD CONSTRUCTION NORTHWEST INC.		LASER UNDERGROUND & EARTHWORKS INC.		TITAN EARTHWORK LLC		NORTHWEST CASCADE INC.	
No.	Section No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
ROADWAY															
1	1-04	Unexpected Site Changes	1	EST	\$20,000	\$ 20,000.00	\$20,000	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
2	1-05	Roadway Surveying	1	LS	\$25,000	\$ 25,000.00	\$ 6,050.00	\$ 6,050.00	\$ 6,500.00	\$ 6,500.00	\$ 4,950.00	\$ 4,950.00	\$ 5,200.00	\$ 5,200.00	
3	1-05	Record Drawings (Minimum Bid \$1,500)	1	LS	\$2,000	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
4	1-07	SPCC Plan	1	LS	\$10,000	\$ 10,000.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	
5	1-09	Mobilization	1	LS	\$75,000	\$ 75,000.00	\$ 47,500.00	\$ 47,500.00	\$ 90,000.00	\$ 90,000.00	\$ 100,000.00	\$ 100,000.00	\$ 109,000.00	\$ 109,000.00	
6	1-10	Project Temporary Traffic Control	1	LS	\$72,000	\$ 72,000.00	\$ 64,000.00	\$ 64,000.00	\$ 55,000.00	\$ 55,000.00	\$ 95,991.00	\$ 95,991.00	\$ 115,000.00	\$ 115,000.00	
7	1-10	Portable Changeable Message Sign	820	HR	\$5	\$ 4,100.00	\$ 10.00	\$ 8,200.00	\$ 10.00	\$ 8,200.00	\$ 11.00	\$ 9,020.00	\$ 4.00	\$ 3,280.00	
8	1-10	Contractor Provided Uniformed Police Officer	150	HR	\$160	\$ 24,000.00	\$ 152.00	\$ 22,800.00	\$ 140.00	\$ 21,000.00	\$ 150.00	\$ 22,500.00	\$ 145.00	\$ 21,750.00	
9	2-01	Clearing and Grubbing	1	LS	\$8,500	\$ 8,500.00	\$ 4,750.00	\$ 4,750.00	\$ 25,000.00	\$ 25,000.00	\$ 7,084.00	\$ 7,084.00	\$ 4,800.00	\$ 4,800.00	
10	2-02	Removal of Structure and Obstruction	1	LS	\$24,000	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	
11	2-02	Pavement Removal Incl. Haul	350	SY	\$35	\$ 12,250.00	\$ 18.00	\$ 6,300.00	\$ 35.00	\$ 12,250.00	\$ 90.00	\$ 31,500.00	\$ 30.00	\$ 10,500.00	
12	2-03	Unsuitable Foundation Excavation Incl. Haul	25	CY	\$100	\$ 2,500.00	\$ 49.00	\$ 1,225.00	\$ 90.00	\$ 2,250.00	\$ 100.00	\$ 3,750.00	\$ 150.00	\$ 3,750.00	
13	2-09	Shoring or Extra Excavation Class B	3,230	SF	\$5	\$ 16,150.00	\$ 0.25	\$ 807.50	\$ 2.50	\$ 8,075.00	\$ 1.00	\$ 3,230.00	\$ 0.50	\$ 1,615.00	
14	4-04	Crushed Surfacing Top Course	80	TN	\$55	\$ 4,400.00	\$ 61.00	\$ 4,880.00	\$ 65.00	\$ 5,200.00	\$ 80.00	\$ 6,400.00	\$ 87.00	\$ 6,960.00	
15	4-04	Crushed Surfacing Base Course	30	TN	\$55	\$ 1,650.00	\$ 61.00	\$ 1,830.00	\$ 65.00	\$ 1,950.00	\$ 80.00	\$ 2,400.00	\$ 87.00	\$ 2,610.00	
16	5-04	HMA Cl. 1/2" PG 58H-22	290	TN	\$140	\$ 40,600.00	\$ 249.00	\$ 72,210.00	\$ 300.00	\$ 87,000.00	\$ 330.00	\$ 95,700.00	\$ 273.00	\$ 79,170.00	
17	5-04	Planing Bituminous Pavement	100	SY	\$25	\$ 2,500.00	\$ 115.00	\$ 11,500.00	\$ 35.00	\$ 3,500.00	\$ 100.00	\$ 10,000.00	\$ 63.00	\$ 6,300.00	
18	7-12	Adjust Water Valve to Grade	1	EA	\$1,000	\$ 1,000.00	\$ 665.00	\$ 665.00	\$ 5,000.00	\$ 5,000.00	\$ 375.00	\$ 375.00	\$ 625.00	\$ 625.00	
19	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$16,000	\$ 16,000.00	\$ 3,100.00	\$ 3,100.00	\$ 11,000.00	\$ 11,000.00	\$ 24,000.00	\$ 24,000.00	\$ 11,000.00	\$ 11,000.00	
20	8-04	Extruded Curb	120	LF	\$40	\$ 4,800.00	\$ 32.00	\$ 3,840.00	\$ 50.00	\$ 6,000.00	\$ 50.00	\$ 6,000.00	\$ 51.00	\$ 6,120.00	
21	8-04	Cement Conc. Traffic Curb and Gutter	70	LF	\$75	\$ 5,250.00	\$ 123.00	\$ 8,610.00	\$ 135.00	\$ 9,450.00	\$ 110.00	\$ 7,700.00	\$ 114.00	\$ 7,980.00	
22	8-14	Cement Conc. Sidewalk	30	SY	\$180	\$ 5,400.00	\$ 123.00	\$ 3,690.00	\$ 150.00	\$ 4,500.00	\$ 110.00	\$ 3,300.00	\$ 114.00	\$ 3,420.00	
TRAFFIC CONTROL DEVICES															
23	8-09	Restore Raised Pavement Markers	1	LS	\$2,500	\$ 2,500.00	\$ 3,150.00	\$ 3,150.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,700.00	\$ 1,700.00	
24	8-22	Plastic Line	130	LF	\$10	\$ 1,300.00	\$ 4.00	\$ 520.00	\$ 10.00	\$ 1,300.00	\$ 25.00	\$ 3,250.00	\$ 5.75	\$ 747.50	
25	8-22	Plastic Wide Line	90	LF	\$15	\$ 1,350.00	\$ 6.00	\$ 540.00	\$ 10.00	\$ 900.00	\$ 25.00	\$ 2,250.00	\$ 6.75	\$ 607.50	
26	8-22	Plastic Crosswalk Line	180	SF	\$15	\$ 2,700.00	\$ 21.50	\$ 3,870.00	\$ 10.00	\$ 1,800.00	\$ 25.00	\$ 4,500.00	\$ 9.00	\$ 1,620.00	
27	8-22	Plastic Stop Line	40	LF	\$25	\$ 1,000.00	\$ 28.00	\$ 1,120.00	\$ 20.00	\$ 800.00	\$ 60.00	\$ 2,400.00	\$ 16.00	\$ 640.00	
ROADSIDE DEVELOPMENT															
28	8-02	Fine Compost	60	CY	\$105	\$ 6,300.00	\$ 64.50	\$ 3,870.00	\$ 100.00	\$ 6,000.00	\$ 85.00	\$ 5,100.00	\$ 102.00	\$ 6,120.00	
29	8-02	Seeding, Fertilizing and Mulching	200	SY	\$50	\$ 10,000.00	\$ 8.50	\$ 1,700.00	\$ 50.00	\$ 10,000.00	\$ 20.00	\$ 4,000.00	\$ 6.00	\$ 1,200.00	
30	8-02	Property Restoration	1	EST	\$5,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
31	8-11	Removing and Resetting Guardrail	80	LF	\$80	\$ 6,400.00	\$ 120.00	\$ 9,600.00	\$ 110.00	\$ 8,800.00	\$ 100.00	\$ 8,000.00	\$ 141.00	\$ 11,280.00	
32	8-15	Quarry Spalls	5	TON	\$200	\$ 1,000.00	\$ 125.00	\$ 625.00	\$ 65.00	\$ 325.00	\$ 110.00	\$ 550.00	\$ 217.00	\$ 1,085.00	
33	8-15	Remove and Restore Rockery	1	LS	\$8,000	\$ 8,000.00	\$ 3,115.00	\$ 3,115.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,400.00	\$ 6,400.00	
STORM DRAINAGE															
34	4-04	Crushed Surfacing Top Course for Trench Backfill	390	CY	\$ 75.00	\$ 29,250.00	\$ 121.00	\$ 47,190.00	\$ 90.00	\$ 35,100.00	\$ 100.00	\$ 39,000.00	\$ 123.00	\$ 47,970.00	
35	7-04	Storm Sewer Pipe 8 In. Diam.	24	LF	\$ 135.00	\$ 3,240.00	\$ 101.00	\$ 2,424.00	\$ 90.00	\$ 2,160.00	\$ 300.00	\$ 7,200.00	\$ 156.00	\$ 3,744.00	
36	7-04	Storm Sewer Pipe 12 In. Diam.	270	LF	\$ 165.00	\$ 44,550.00	\$ 103.00	\$ 27,810.00	\$ 100.00	\$ 27,000.00	\$ 350.00	\$ 94,500.00	\$ 143.00	\$ 38,610.00	
37	7-04	Storm Sewer Pipe 24 In. Diam.	87	LF	\$ 220.00	\$ 19,140.00	\$ 211.00	\$ 18,357.00	\$ 170.00	\$ 14,790.00	\$ 400.00	\$ 34,800.00	\$ 191.00	\$ 16,617.00	
38	7-05	Concrete Inlet	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,945.00	\$ 3,890.00	\$ 3,500.00	\$ 7,000.00	\$ 2,250.00	\$ 4,500.00	\$ 1,575.00	\$ 3,150.00	
39	7-05	Catch Basin Type 2 48 In. Diam.	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 2,300.00	\$ 6,900.00	\$ 6,000.00	\$ 18,000.00	\$ 4,000.00	\$ 12,000.00	\$ 2,575.00	\$ 7,725.00	
40	7-05	Catch Basin, Type 1L	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 6,300.00	\$ 31,500.00	\$ 10,000.00	\$ 50,000.00	\$ 10,000.00	\$ 50,000.00	\$ 5,300.00	\$ 26,500.00	
41	7-05	Catch Basin Type 2 54 In. Diam. w/ Flow Splitter w/ Overflow Riser	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 8,650.00	\$ 8,650.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,100.00	\$ 13,100.00	
42	7-05	Catch Basin Type 2 60 In. Diam. w/ Flow Splitter w/ Weir Wall	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,500.00	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00	\$ 10,300.00	\$ 10,300.00	
43	7-05	Catch Basin Type 2 60 In. Diam.	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,800.00	\$ 6,800.00	
44	7-06	8' x 12' Modular Wetland Unit	1	EA	\$ 105,000.00	\$ 105,000.00	\$ 150,500.00	\$ 150,500.00	\$ 130,000.00	\$ 130,000.00	\$ 95,000.00	\$ 95,000.00	\$ 191,500.00	\$ 191,500.00	
45	7-09	4' x 21' Modular Wetland Unit	1	EA	\$ 100,000.00	\$ 100,000.00	\$ 177,500.00	\$ 177,500.00	\$ 140,000.00	\$ 140,000.00	\$ 105,000.00	\$ 105,000.00	\$ 181,750.00	\$ 181,750.00	
46	8-32	Pothole Utility	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,700.00	\$ 3,400.00	\$ 670.00	\$ 1,340.00	\$ 1,650.00	\$ 3,300.00	\$ 850.00	\$ 1,700.00	
47	8-32	Resolution of Utility Conflicts	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
TRAFFIC SIGNALS															
48	8-20	Illumination Modifications (Tukwila International Blvd), Complete	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 22,000.00	\$ 22,000.00	\$ 28,000.00	\$ 28,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,300.00	\$ 15,300.00	
49	8-20	Traffic Signal Modifications (Interurban and 58th Ave S), Complete	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 38,000.00	\$ 38,000.00	\$ 40,000.00	\$ 40,000.00	\$ 22,500.00	\$ 22,500.00	\$ 33,800.00	\$ 33,800.00	
GRAND TOTAL						\$ 849,830.00	\$ 928,288.50	\$ 1,019,690.00	\$ 1,077,000.00	\$ 1,088,046.00					

The City of Tukwila intends to award the bid to the apparent low bidder, Road Construction Northwest Inc.

Certified by  Date: March 18, 2024
 Joshua Hopkins, Surface Water Project Manager

March 18, 2024

Joshua Hopkins, Project Manager
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

RE: Stormwater Outfalls Water Quality Retrofit Project [Project No. 91241202]

Dear Mr. Hopkins,

As requested, KPG PSOMAS has completed the verification for the Stormwater Outfalls Water Quality Retrofit Project for Road Construction Northwest Inc. for their bid in the amount of \$928,288.50.

We have also checked the status of Road Construction Northwest Inc. on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed. Additionally, no strikes or debarment records arose federally or statewide regarding Road Construction Northwest Inc.

We received a list of references for Road Construction Northwest and called each of them. We were able to speak with Fabia Fu with King County– please see attached for the full response given. Other calls to the other references listed were answered by machine and messages were left. Should we receive any responses we will forward that information on to you.

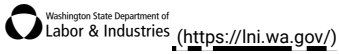
It is KPG PSOMAS' recommendation that the Stormwater Outfalls Water Quality Retrofit Project in the amount of \$928,288.50 be awarded to Road Construction Northwest Inc. at the sole discretion of the City.

We have enclosed the contractor verification package for your review.

Sincerely,
KPG PSOMAS

Kelsey Anderson, P.E.

Enclosures: Road Construction Northwest Inc. - Verification Package & Reference Checks



Contractors

RCNW

Owner or tradesperson

Principals
KANYER, JEFFREY MICHAEL, PRESIDENT

KENNEY, PETER JOHN, VICE PRESIDENT
CHASE, TODD, VICE PRESIDENT
(End: 11/15/2005)

PO BOX 2228
RENTON, WA 98056
425-254-9999
KING County

Doing business as
RCNW

WA UBI No.
602 286 010

Business type
Corporation
Governing persons
TY
H
RIBERA
MATTHEW WAGESTER;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties
GENERAL
License no.
RCNW*CN978L6
Effective — expiration
06/26/2003— 06/26/2025

Bond

EMPLOYERS MUTUAL CASUALTY CO \$12,000.00
Bond account no.
S311677
Received by L&I **06/26/2003** Effective date **06/25/2003**
Expiration date **Until Canceled**

Insurance

ZURICH AMERICAN INS CO \$1,000,000.00
Policy no.
CPO39999990
Received by L&I **05/13/2010** Effective date **05/15/2010**
Expiration date **Until Canceled**

Charter Oak Fire Ins Co \$1,000,000.00
Policy no.
DTCO5T558138COF23
Received by L&I Effective date

05/12/2023

05/15/2023

Expiration date

06/30/2024

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID

895,521-03

Account is current.

Doing business as

RNCW

Estimated workers reported

Quarter 4 of Year 2023 "31 to 50 Workers"

L&I account contact

T4 / TYRONE COLEMAN (360) 902-4807 - Email: COTI235@lni.wa.gov

[Track this contractor](#) ?

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Completed the training on 6/15/2022

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 15, 2024

WA UBI No.	602 286 010
L&I Account ID	895,521-03
Legal Business Name	ROAD CONSTRUCTION NORTHWEST INC
Doing Business As	RNCW
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2023 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	RCNW*CN978L6
License Expiration	06/26/2025

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: ROAD CONSTRUCTION NORTHWEST, INC.

Business name: ROAD CONSTRUCTION NORTHWEST, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-286-010

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5851 NE 4TH ST
RENTON WA 98059-4857

Mailing address: PO BOX 2228
RENTON WA 98056-0228

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
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Endorsements held	License #	Count	Details	Status	Expiration	First issue
Auburn General Business - Non-Resident	BUS-3114			Active	Apr-30-2024	Sep-14-2023
Bothell General Business - Non-Resident	7810			Active	Apr-30-2024	Jun-09-2023
Federal Way General Business - Non-Resident				Active	Apr-30-2024	Aug-11-2023
Issaquah General Business - Non-Resident				Active	Apr-30-2024	Sep-28-2023
Kirkland General Business - Non-Resident	OBL27895			Active	Apr-30-2024	May-04-2023
Lynnwood General Business - Non-Resident				Active	Apr-30-2024	Sep-08-2023
Minor Work Permit				Active	Apr-30-2024	Jul-20-2023
Mukilteo General Business - Non-Resident				Active	Apr-30-2024	Jan-07-2023
Redmond General Business - Non-Resident	RED04-0C			Active	Apr-30-2024	Jan-24-2023
SeaTac General Business - Non-Resident				Active	Apr-30-2024	Jun-27-2023



Endorsements held	License #	Count	Details	Status	Expiration	First issue
Tukwila General Business - Non-Resident				Active	Apr-30-2024	Jan-18-2020
Woodinville General Business - Non-Resident				Active	Apr-30-2024	Nov-17-2019

Governing People May include governing people not registered with Secretary of State

Governing people	Title
DUNCAN, TRICIA	
RIBERA, TY H.	
WAGESTER, MATTHEW G.	

Registered Trade Names

Registered trade names	Status	First issued
METAL WORKS NORTHWEST	Active	Jul-07-2005
R C N W	Active	Aug-02-2011
RCNW	Active	Apr-11-2003
ROAD CONSTRUCTION NORTHWEST, INC.	Active	May-01-2019

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time: 3/15/2024 5:38:10 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





ROAD CONSTRUCTION NORTHWEST INC

Unique Entity ID NJ7CXCN48CA9	CAGE / NCAGE 5AWW2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 8, 2025	
Physical Address 5851 NE 4TH ST Renton, Washington 98059-4857 United States	Mailing Address P.O. Box 2228 Renton, Washington 98056-0188 United States	

Business Information

Doing Business as (blank)	Division Name Road Construction Northwest, Inc.	Division Number (blank)
Congressional District Washington 09	State / Country of Incorporation Washington / United States	URL (blank)

Registration Dates

Activation Date Jan 11, 2024	Submission Date Jan 9, 2024	Initial Registration Date Jan 27, 2009
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Entity Dates

Entity Start Date Apr 1, 2003	Fiscal Year End Close Date Dec 03
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 5AWW2
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EFT Indicator 1351	CAGE Code 7DYD9
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Points of Contact

Electronic Business

👤 Matthew Wagester, Vice President	P.O. Box 2228 Renton, Washington 98056 United States
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Jeff Kanyer	P.O. Box 188 Renton, Washington 98057 United States
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Government Business

👤 Matthew Wagester, Vice President	P.O. Box 2228 Renton, Washington 98056 United States
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George Tucker	P.O. Box 2228 Renton, Washington 98056 United States
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Past Performance

👤 JEFF KANYER	PO Box 188 Renton, Washington 98057 United States
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JEFF KANYER	PO Box 188 Renton, Washington 98057 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	221310	Water Supply And Irrigation Systems
	221320	Sewage Treatment Facilities
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors

Product and Service Codes

PSC	PSC Name
F021	Natural Resources/Conservation- Site Preparation
S114	Utilities- Water
S119	Utilities- Other

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$15,000,000.00
Construction Per Contract	\$7,000,000.00

States
Washington

Counties
WA: Snohomish, Pierce, King

Metropolitan Statistical Areas
(blank)

Road Construction Northwest References

Reference #1:

Cyndy Knighton – City of Tukwila
West Valley Highway

Called and no answer – voicemail left.

Reference #2:

Fabia Fu – King County
Woodinville Duvall Road Project

Fabia said “Road Construction Northwest was very good to work with. They were good to communicate with, and they also would find the quickest solutions to any problems that would arise. They were on an accelerated schedule, and they did finish on time. Completing the job on time was one of their highest priorities, they worked overtime and even on weekends to make sure they finished on schedule. There was a full effort given by them in each aspect of the project.”

Reference #3:

Gary Casad– King County Department of Nature Reservations & Parks - Water Treatment Division
Civil/Structural Construction Work Order 2021-2022

Called and no answer – voicemail left.

Reference #4:

Brianna Navarro– King County Housing Authority
Green Bridge Division 8 Phase I

Called and no answer – voicemail left.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**

FROM: **Hari Ponnekanti, Public Works Director/City Engineer**

BY: **Colleen Minion, Public Works Solid Waste Analyst**

CC: **Thomas McLeod, Mayor**

DATE: **March 22, 2024**

SUBJECT: **Consultant Contract - Organics Diversion and Reduction**

ISSUE

Request to approve a consultant contract with Cascadia Consulting Group to provide outreach to food service businesses to divert and reduce food waste.

BACKGROUND

The Cities of Tukwila, Maple Valley, and Burien were awarded a King County Re+ grant to support frontline food service businesses in setting up organics services and establishing best practices to comply with the new Organics Management Law.

Ecology’s Waste Reduction and Recycling Education grant expands this project to focus on commercial food waste reduction education and outreach and focus on contamination reduction in the organics stream.

Hiring a consultant to accomplish the work is in the scope of work for both grants.

FINANCIAL IMPACT

The costs associated with this contract are entirely grant funded.

Project Cost Estimate		Funding	
Cascadia Contract	\$100,000	King Co RE+ Grant	\$83,000
		DOE Grant	\$17,000
Total	\$100,000	Total	\$100,000

RECOMMENDATION

Council is asked to formally approve a contract with Cascadia Consulting Group to provide outreach to food service businesses in the amount of \$100,000 and consider this item on the Consent Agenda at the April 1, 2024 Regular Meeting.

ATTACHMENTS

Consultant contract and scope of work.

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 **Cascadia Consulting Group**, 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 outreach services in connection with the project titled **Organics diversion and reduction outreach in food-service businesses.**
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 **June 30, 2025**, 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 **June 30, 2025** 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 **\$100,000** 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.
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:

Lynn Knapp
Cascadia Consulting Group
1109 1st Avenue, Suite 400
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 signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Consultant signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONSULTANT:

Thomas McLeod, Mayor

By: _____

Printed Name: Lynn Knapp

ATTEST/AUTHENTICATED:

Title: Director

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Proposal - Tukwila Organic Solutions: Analysis, Outreach, and Program Development

Introduction

The Cities of Tukwila, Burien, and Maple Valley ('Cities') seek assistance in analyzing organics services in frontline food service businesses and to coordinating an engagement process. Recruitment of businesses and technical assistance focused on organics diversion must be completed by December 31, 2024, and must comply with state, regional, and local requirements. Technical assistance focusing on food waste reduction and contamination reduction in organics collection must be completed by June 30, 2025.

This project aims to increase business participation in organics services and to improve the quality of the materials collected. The objectives include:

- increasing the number of businesses, small and large, that have organics service,
- establishing best practices to comply with the Organics Management Law, and
- decreasing organics contamination and food waste at participating businesses.

Qualifications



Cascadia Consulting Group is a Seattle-based, certified women-owned and disadvantaged business (WBE/DBE) with 75 full-time professionals. We are recognized leaders in the environmental field, with three decades of experience designing, marketing, implementing, and evaluating programs that drive meaningful improvements for local communities and the environment. Cascadia has worked with 25,000+ businesses across industry sectors to achieve ambitious environmental goals while meeting core business needs. We offer 17 years of experience managing large green business programs, including the SPU Green Business commercial sector outreach and technical assistance program, the statewide EnviroStars Washington green business program,

and the multi-jurisdiction StopWaste Business Assistance Program in Alameda County, CA.

In addition to those large green business projects, we have extensive experience promoting waste reduction best practices at businesses and multifamily properties throughout the Seattle area. When we lead outreach and engagement projects, we strive to center racial equity, meet people where they are, and employ community-based social marketing (CBSM) principles to understand and effectively reach each unique audience. With experience reaching tens of thousands of residents and businesses in Seattle alone—and well over 100,000 regionally—we understand the broad spectrum of communities here, and we have gained important lessons on what works (and what doesn't) when delivering culturally resonant engagement. Through our work, we've learned that we cannot approach engagement with a one-size-fits-all communication method.

We've included a selection of projects below to highlight our experience on similar projects.

COMMERCIAL SECTOR OUTREACH & TECHNICAL ASSISTANCE | SEATTLE PUBLIC UTILITIES | 2006-PRESENT

Since 2006, Cascadia has managed all aspects of this multimillion-dollar program, which provides marketing and outreach, education, and technical assistance to over 15,000 Seattle businesses of all sizes and sectors to reduce waste, prevent pollution, and save water and resources. Cascadia recruits, trains, and manages a team of multilingual outreach partners to connect with businesses through site visits, business and community events, social media, workshops and webinars, and a phone and email hotline. Cascadia regularly engages businesses in focus groups, in-language surveys, and other research to understand the unique barriers and motivations for adopting sustainable practices in specific industry sectors. We use our findings to continually improve program messaging, tools, resources, and benefits and track all engagement in a Salesforce database.

Our work under this contract has included the following campaigns and outcomes:

REUSE SEATTLE: As part of the SPU Green Business Program, Cascadia supported the design and launch of the [Reuse Seattle](#) initiative together with Blue Daisi Consulting and reuse service providers. Reuse Seattle aligns efforts to adopt consistent reuse practices throughout the city, help stakeholders see how reusables can be integrated into their operations, and build a path for a citywide reuse system. We continue to set the program up for long-term viability by supporting marketing and planning for future project phases. This successful initiative was just awarded the [Reusies award](#) for Community Action of the Year 2023 for Building Reuse by

Upstream, and garnered recent positive media coverage for SPU on [Q13 Fox](#) and [KUOW](#).

SPU SOLID WASTE POLICY OUTREACH AND TARGETED UNIVERSALISM:

Cascadia pursued a multitude of solid waste reduction outreach initiatives, including thousands of visits to unique foodservice businesses to support solid waste compliance. We provided coaching and resources to find suitable packaging alternatives, and installed point-of-sale signage and in-language education materials. Outreach prioritized newly opened businesses and BIPOC-owned and immigrant or refugee-owned and frequented businesses. Building on this work, Cascadia supported SPU in designing and launching the Targeted Universalism (TU) approach to solid waste policy enforcement. Cascadia developed a robust outreach effort to both collect missing baseline data and provide technical assistance for compliance. We've now gathered compliance and demographic data on hundreds of businesses and have facilitated the complex reporting needed to determine which sectors and segments to focus our efforts on in the future.



Cascadia outreach lead, Amy Lin, supporting a Seattle business with solid waste compliance during Targeted Universalism outreach.

FOOD WASTE PREVENTION AND FOOD RESCUE:

SPU's most recent food waste prevention project trains hotel and event space staff to use a food waste tracker tool, created by Cascadia, to document food waste observation data. This tool empowers event staff to track and calculate the waste prevented—for example, after determining that one event wasted 2.8lbs of butter, staff at a Seattle hotel reduced the amount of butter set out in each individual serving container at subsequent events to prevent dairy waste. The 2022 Food Rescue Bin Pilot focused on implementing a uniform, durable donation bin which improved the quality and content of donated food; reduced cardboard, packaging, and associated disposal costs; and improved employee awareness and engagement with food donations. These efforts demonstrated the potential for better community outcomes such as increased food donation while also reducing food and packaging waste; [our work was recently featured on King 5](#).

Outcomes: Cascadia has reached over 15,000 Seattle businesses of all sizes and sectors to reduce waste, prevent pollution, and save water and resources. Cascadia has helped 615 businesses in Seattle register for the EnviroStars program and helped 217 complete the application and get recognized.

Cascadia's work since 2006 has helped SPU lower overall commercial waste generation and increase the recycling rate. Commercial waste generation has decreased 25%, while the commercial recycling rate went up from 51.7% in 2006 to

63% in 2023. Cascadia has conducted thousands of visits to help increase compliance with SPU’s solid waste policies.

BUSINESS WASTE REDUCTION OUTREACH | CITY OF SHORELINE | 2023-PRESENT

Cascadia is conducting outreach to food service businesses in Shoreline to sign them up for compost service as part of a free compost incentive program. Our team will also discuss other waste reduction measures during outreach visits, will collect information about businesses to inform future outreach efforts, and will attempt to enlist more business participation in the EnviroStars programs. We will visit at least 20-25 visits in an effort to enroll up to six businesses in the free compost program, consistent with the program’s budget and goals. Our team will offer, in tandem with Recology, a free visual waste audit and recommendations on how to divert waste from the landfill. We will offer in-language outreach and print materials as needed. At the end of the project, our team will furnish Shoreline with a final report featuring recommendations on possible incentives and strategies to help food service establishments reduce waste and increase diversion and will summarize the outputs from the site visits and highlight 2-3 exemplary case studies.

EASTSIDE WASTE PREVENTION AND REUSE CAMPAIGN | CITIES OF KIRKLAND, REDMOND, BELLEVUE, AND BOTHELL | 2022

Cascadia supported the development and implementation of a three-month community-based social marketing (CBSM) campaign to increase the number of Eastside coffee shops accepting reusable cups, increase the number of people using reusable cups, and increase consistency and frequency among people that already use reusable cups. Using audience research and coordination and engagement with key stakeholder groups, the project team focused in on promoting bring your own cup (BYOC) practices at coffee shops across the Eastside—which served to not only promote reusables, but also offered the opportunity for participating coffee shops to build a collaborative community environment and promote their own businesses.

The campaign included branding and outreach materials development, media promotion, outreach to coffee shops across the four cities, in-person events, incentives distribution, a campaign pledge, and a “passport” program. To evaluate the campaign’s



Transcreated “Bring Your Own Cup” pledge card that participants signed to commit to using reusable cups. The pledge card also served as an entry ticket in a raffle for prizes.

success, we built in evaluation checks, including three checkpoints with participating coffee shop locations and pre and post surveys with pledge participants. Data from the surveys showed that residents increased, in one way or another, their engagement with BYOC by 54% after taking the pledge. In total, our team supported 14 outreach events across the four cities—including five at partnering coffee shop locations, collected 686 pledges, and directly reached around 1,000 residents.

Project Scope

The project has four tasks:

TASK 1: PLANNING

Cascadia will begin Task 1 by working with the Cities to prioritize businesses for outreach and technical assistance. During this task, Cascadia will host a planning kick-off meeting to understand previous efforts in this area and gather any relevant data and campaign assets the client may have. Cascadia will review current sector-based demographic data and available hauler customer service data. Cascadia will also perform desktop research to populate recruitment lists.

Cascadia will import these properties into an excel dashboard and will document the specific outreach to be provided, materials to be delivered, and information to be collected during the project.

Following client and consultant discussions and desktop research, Cascadia will finalize the proposed technical assistance approach and develop campaign assets. Cascadia will use client insights, businessowner feedback, and research and reflections from previous projects to shape the technical assistance approach. Cascadia will suggest the cadence and focus of each round of business outreach and the campaign assets needed for successful outreach. Cascadia will create a site visit form to collect business information and data needed for final reports and associated outreach scripts, FAQs and internal training for all outreach staff. Cascadia will also test the outreach approach with a small number of businesses and build in any relevant learnings to final assets and approach before beginning the outreach in earnest.

Deliverables:

- Planning kick-off meeting including agenda in advance and detailed notes following
- Detailed project plan including timeline and roles
- Priority business list containing up to 100 businesses
- Outreach script and site visit form, including training for outreach staff.
- Technical assistance assets which may include posters and signage, stickers, or additional BMP tools to assist staff and business owners.

Timeline:

March – June 2024

TASK 2: TECHNICAL ASSISTANCE

Technical assistance will focus on right-sizing waste service levels and providing business staff with training and tools to better identify and separate recoverable materials. To assess service levels, Cascadia will use service level data provided by hauler and visual inspections of the businesses' garbage, recycling, and organics containers. Based on these inspections and industry guidelines for how much recycling and organics service businesses should have, Cascadia will recommend service level changes and calculate the cost savings for reducing garbage service and increasing organics service. The consultant will also educate businesses about the upcoming HB 1799-related requirements for organics collection and encourage businesses to separate organics and subscribe to organics collection.

Cascadia estimates that interested businesses will be contacted and visited about 2-4 times during the project. Cascadia estimates that about 20% of businesses contacted will move forward with some or all of the technical outreach offered. The outreach team will attempt to complete as many tasks as possible during each visit based on the businessowners time and interest. The outreach team will also attempt to connect with the businessowner via preferred contact method (phone, email, in-person) as quickly and often as possible to move the business through the technical assistance process.

The initial outreach visit will likely include an introduction of technical assistance offered and, if possible, a visual inspection and assessment of current waste streams. The second contact or visit will include information regarding service level recommendations and cost savings estimates specific to the business. Next the outreach team will begin setting up Slim Jim bins, signage, and additional tools including in-person and leave-behind training materials. After additional service is set-up, the outreach team will be available for the business based on their preferred method of contact to troubleshoot issues and provide any additional tools or training needed. The outreach team will then visit a final time to conduct a post-assistance visual assessment and document information for project reporting.

As the outreach team interacts with businessowners that need support in a language other than English, Cascadia will either send a multilingual outreach team member to support (Spanish, Mandarin, Vietnamese, Japanese) utilize in-house interpretation resources (all other languages) to best support them in accomplishing the project's goals. The consultant will also make follow-up visits to troubleshoot issues arising, continue staff education, and assess contamination levels.

Deliverables:

- Recruitment and technical assistance outreach to up to 100 priority businesses in the Cities of Maple Valley, Burien, and Tukwila.
- Continuous tracking of business outreach and interactions in the outreach tracking spreadsheet.

Timeline

June 2024 – April 2025

TASK 3: EVALUATING PROJECT EFFECTIVENESS AND REPORTING

Cascadia will develop an outreach dashboard in excel that will be used and updated from start to finish during the project. The outreach dashboard will include detailed business information, all grant-mandated performance metrics, and space for detailed ongoing visitation notes. The outreach team will use site visit forms to document information and data in the field which will be inputted into the dashboard after the outreach visit.

To measure the effectiveness of the technical assistance, Cascadia will calculate and report the following statistics. Cascadia will percentages of contamination on visual inspections. Cascadia and the Cities will determine definitions for “high” contamination before technical assistance outreach begins.

Quarterly reporting:

- # of businesses provided technical assistance
- # of businesses receiving technical assistance that started organics service
- # and types of materials provided to businesses
- # of businesses that received Slim Jim compost bin
- % increase of organics service levels
- % decrease in # of containers with “high” contamination
- % increase in # of containers with “no” contamination

At the end of the project, Cascadia will deliver a final project summary report summarizing work completed, methodology, the grant-mandated performance metrics listed above, lessons learned and recommendations for next steps. Cascadia will also provide an updated outreach dashboard of all properties on the recruitment list and relevant details and metrics pertaining to the properties visited.

Deliverables:

- Custom Excel outreach dashboard that will be updated throughout the project and packaged for the client at the close of the project.
- Final summary report including up to two rounds of review by client team.

Timeline

May – June 2025

TASK 4: PROJECT MANAGEMENT

Cascadia will host monthly client meetings and every-other-week internal outreach team meetings. Cascadia will also produce monthly invoices and activity reports each month throughout the life of the project, in addition to quarterly reports.

Deliverables:

- Monthly client meetings
- Quarterly reports
- Monthly invoice and progress report

Timeline

March 2024 – June 2025

PROJECT BUDGET

The estimated budget will be **\$100,000**.

Task	Budget including Labor & Expenses
1. Planning	\$15,600
2. Technical Assistance	\$65,100
3. Reporting	\$6,800
4. Project Management	\$12,500
Total Project Budget	\$100,000



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**

FROM: **Hari Ponnekanti, Public Works Director/City Engineer**

BY: **Colleen Minion, Public Works Solid Waste Analyst**

CC: **Thomas McLeod, Mayor**

DATE: **3/22/2024**

SUBJECT: **Washington Ecology WRRED Grant Acceptance**

ISSUE

Formal City acceptance of a Washington State Department of Ecology Waste Reduction and Recycling Education (WRRED) grant in the amount of \$50,000.

BACKGROUND

In July 2023, the Cities of Tukwila, Maple Valley, and Burien were awarded a King County Re+ grant to support frontline food service businesses in setting up organics services and establishing best practices to comply with the new Organics Management Law.

Ecology’s WRRED grant expands this project to focus on commercial and residential food waste reduction education and outreach and focus on contamination reduction in the organics stream.

DISCUSSION

The City will focus on providing a variety of outreach, printed materials, durable giveaways, and incentives to audiences with an overarching goal of maximizing organics diversion, decreasing contamination, and reducing food waste.

Funds will be used to contract out for project services including project planning, development, evaluation, site visits, workshops, and translation. Funds will also be used to purchase food waste reduction tools and supplies and printed materials (signs, flyers, brochures etc.) Funds are available from January 1, 2024 – June 30, 2025.

FINANCIAL IMPACT

A 25% match is required for this funding opportunity, equivalent to \$12,500.

Matching funds will be drawn from the King County Re+ grant, specifically the cost of the consultant’s site visits to commercial locations, as well as signage and their translations.

	Grant Budget
WRRED Grant	\$37,500
Match from Re+ Grant	\$12,500
<u>Total</u>	<u>\$50,000</u>



RECOMMENDATION

Council is being asked to formally accept Ecology's WRRED grant on the Consent Agenda at the April 1, 2024 Regular Meeting.

ATTACHMENTS

Grant contract & scope of work



Agreement No. SWMWRRED-2024-Tukwil-00056

SOLID WASTE MANAGEMENT WASTE REDUCTION AND RECYCLING EDUCATION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUKWILA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF TUKWILA, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Organics
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$37,500.00
Recipient Share:	\$12,500.00
The Effective Date of this Agreement is:	01/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Solid Waste Education

Project Short Description:

The City of Tukwila will spend \$50,000 to provide outreach and education to businesses and residents about food waste reduction and contamination reduction within the organics waste stream. Anticipated results of this work include a decrease in contamination in the organics stream by 50% in the targeted businesses, a decrease in food waste by 25% in the targeted businesses, and an increase in food waste knowledge by 75%.

Project Long Description:

See Task Scope of Work

Overall Goal:

The goal of the Waste Reduction Recycling and Education grant program is to help the public with litter control, waste reduction, recycling, and composting.

Agreement No: SWMWRRED-2024-Tukwil-00056

Project Title: Organics

Recipient Name: CITY OF TUKWILA

DRAFT

Agreement No: SWMWRRED-2024-Tukwil-00056
 Project Title: Organics
 Recipient Name: CITY OF TUKWILA

RECIPIENT INFORMATION

Organization Name: CITY OF TUKWILA

Federal Tax ID: 91-6001519
 UEI Number: UEQNMC26C8T3

Mailing Address: 6300 Southcenter Blvd
 Tukwila, WA 98188

Organization Email: catrien.deboer@tukwilawa.gov
 Organization Fax: (206) 433-0179

Contacts

<p>Project Manager</p>	<p>Colleen Minion Solid Waste Analyst</p> <p>6300 Southcenter Blvd, Suite 100 Tukwila, Washington 98188 Email: colleen.minion@tukwilawa.gov Phone: (206) 431-2445</p>
<p>Billing Contact</p>	<p>Catrien de Boer Public Works Grants Analyst</p> <p>6300 Southcenter Blvd, Suite 100 Tukwila, Washington 98188 Email: catrien.deboer@tukwilawa.gov Phone: (206) 431-2445</p>
<p>Authorized Signatory</p>	<p>Colleen Minion Solid Waste Analyst</p> <p>6300 Southcenter Blvd, Suite 100 Tukwila, Washington 98188 Email: colleen.minion@tukwilawa.gov Phone: (206) 431-2445</p>

Agreement No: SWMWRRED-2024-Tukwil-00056

Project Title: Organics

Recipient Name: CITY OF TUKWILA

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Laura Busby</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lbus461@ecy.wa.gov Phone: (360) 280-5088</p>
Financial Manager	<p>Laura Busby</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lbus461@ecy.wa.gov Phone: (360) 280-5088</p>

Agreement No: SWMWRRED-2024-Tukwil-00056
 Project Title: Organics
 Recipient Name: CITY OF TUKWILA

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$50,000.00

Task Title: Organics

Task Description:

RECIPIENT anticipates performing the following work under this task:

Activity - Business food waste reduction, diversion, and contamination reduction

- Hire a contractor/consultant to assist with this task.
- Identify priority businesses with a focus on businesses and school that will be impacted by the organics management law.
- Develop education and outreach materials with a special focus on food waste-generating facilities. Material will be translated into the top 3 most common non-English languages spoken in the region.
- Develop a survey, outreach protocols, and determine data tracking processes.
- Provide technical assistance to identified businesses through site visits to identify ways to improve their set-up.
- Provide educational materials focused on food waste reduction and contamination reduction in the organics stream.
- Conduct follow-up visits to check for contamination; educate the businesses on how to properly reduce that contamination.
- Assess the effectiveness of the programs through ongoing surveys; provide assistance to those needing additional assistance.

Activity: Residential food waste reduction

- Host food waste reduction workshops.
- Provide free waste reduction kits to the public.
- Attend in-person events throughout the area with displays and activities focused on food waste reduction.
- Run social media campaigns and provide residential newsletters with educational material.

The work will be performed by contractors, paid staff, and volunteers.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with the ECOLOGY grant manager when new outreach materials are developed and or existing materials are reprinted for distribution when those materials promote the task. If costs to develop, print, and or distribute materials are charged to the task, RECIPIENT must provide a copy of the material for ECOLOGY review 10 business days prior to finalizing, printing, and or distribution of materials. ECOLOGY will limit its review to confirmation the grant program was properly acknowledged, and content does not contradict current state messaging.

Costs eligible for reimbursement:

- Salaries/Benefits, and up to 30% indirect costs.
- Contractor costs to develop and implement this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.
- Items for the waste reduction kits and workshops, with written pre-approval from ECOLOGY.
- Material and supplies for the events, with written pre-approval from ECOLOGY.
- Development and advertising costs for educational material including social media advertising, handouts, signs, stickers, and flyers, with written pre-approval from Ecology.

Agreement No: SWMWRRED-2024-Tukwil-00056
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- Translation services.

Costs ineligible for reimbursement:

- Costs not supported with required documentation.
- Costs not listed or pre-approved in writing by ECOLOGY.

Task Goal Statement:

The goal of the Waste Reduction Recycling and Education grant program is to help the public with litter control, waste reduction, recycling, and composting.

Task Expected Outcome:

With the task cost, RECIPIENT expects to:

- Decrease contamination in the organics stream by 50% in the targeted businesses.
- Decrease food waste by 25% in the targeted businesses.
- Increase food waste knowledge by 75% by providing outreach and education to residents and businesses.

RECIPIENT will conduct waste audits and/or surveys to establish baseline data. The audits and surveys will then be conducted during and after outreach to track the outcomes for each activity.

Recipient Task Coordinator: Colleen Minion

Organics

Deliverables

Number	Description	Due Date
1.1	Visit 25 businesses to provide hands-on education and outreach.	06/30/2025
1.2	Provide 4 food waste reduction workshops.	06/30/2025

Agreement No: SWMWRRED-2024-Tukwil-00056
 Project Title: Organics
 Recipient Name: CITY OF TUKWILA

BUDGET

Funding Distribution EG240531

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Organics Funding Type: Grant
 Funding Effective Date: 01/01/2024 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account

Fund: FD

Type: State

Funding Source %: 100%

Description: Litter Tax

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? No

Organics	Task Total
Organics	\$ 50,000.00

Total: \$ 50,000.00

Agreement No: SWMWRRED-2024-Tukwil-00056

Project Title: Organics

Recipient Name: CITY OF TUKWILA

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Organics	25.00 %	\$ 12,500.00	\$ 37,500.00	\$ 50,000.00
Total		\$ 12,500.00	\$ 37,500.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Agreement No: SWMWRRED-2024-Tukwil-00056
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5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered

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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

DRAFT

Agreement No: SWMWRRED-2024-Tukwil-00056
 Project Title: Organics
 Recipient Name: CITY OF TUKWILA

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
CC: Mayor Thomas McLeod
DATE: March 22, 2024
SUBJECT: Interlocal Agreement with the City of Tukwila and the City of Maple Valley and the City of Burien for food waste prevention and diversion outreach

ISSUE

Approve an Interlocal Agreement (ILA) with the City of Tukwila (The City) and the Cities of Burien and Maple Valley for the provision of food waste prevention and diversion outreach programming by third-party consultants.

BACKGROUND

Following the successful acquisition of the joint RE+ grant aimed at designing and implementing food waste prevention and diversion education outreach, the City collaborated with Burien and Maple Valley to select a consultant to implement outreach work around the upcoming House Bill 1799.

DISCUSSION

While the City of Tukwila is the primary contracting party with the consultants for the design and implementation of the food waste prevention and diversion programs, this ILA formalizes the cooperative management of the contract. This ILA was created by our City Attorney and approved by the other cities' legal departments as well.

FINANCIAL IMPACT

None.

RECOMMENDATION

The Council is being asked to approve the Interlocal Agreement between the City and the Cities of Burien and Maple Valley and consider this item at the April 1, 2024 Regular meeting and subsequent April 15, 2024 Regular Consent Meeting.

ATTACHMENTS: Draft Interlocal Agreement

**INTERLOCAL AGREEMENT FOR ~~WASTE REDUCTION AND~~
~~RECYCLING~~ FOOD WASTE PREVENTION AND DIVERSION OUTREACH CONSULTING
SERVICES**

Between the Cities of Tukwila, Maple Valley, and Burien

This agreement is entered into pursuant to Chapter 39.34 RCW between the City of Tukwila, Washington (hereafter referred to as the "City of Tukwila"), the City of Maple Valley, Washington (hereafter referred to as the "City of Maple Valley"), and the City of Burien, Washington (hereinafter referred to as the "City of Burien"), collectively referred to as "the Parties." This Interlocal Agreement describes the terms and conditions under which the Parties will receive ~~recycling and~~ food waste prevention and diversion outreach programming from third-party consultants ("Consultants").

WHEREAS, the City of Tukwila received grants for the design and implementation of food waste prevention and diversion education and outreach programs for businesses, multifamily properties, and residents.; and

WHEREAS, the City of Tukwila will enter into a contract with Consultants for the design and implementation of ~~recycling and~~ food waste prevention and diversion education and outreach programs for businesses, multifamily properties, and residents ("Professional Services Agreements"); and

WHEREAS, The City of Tukwila will agree to compensate Consultants for services rendered under the Professional Services Agreements; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by public agencies upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the Parties desire to allow for the City of Maple Valley and the City of Burien to receive the same or similar services from Consultants as provided in the Professional Services Agreements, subject to the provisions of this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties agree as follows:

1. The recitals are incorporated herein by reference.
2. Administration. It is recognized that this Interlocal Agreement has been formulated to provide broad outlines of responsibilities, and it is anticipated that the details of the relationship formed by this agreement will be arrived at through written understandings between the Parties. In the event that the Parties are unable to agree on any provision relative to the administration of this Interlocal Agreement, any such dispute shall be resolved at a meeting of one representative of each of the Parties. In the event the representatives are unable to arrive at a resolution of the dispute, the parties have the option of terminating this agreement as provided herein.
3. Responsibilities. The City of Tukwila shall provide payment to Consultants for all work completed under the Professional Services Agreements, inclusive of any work completed in the City of Maple Valley or the City of Burien. The Parties shall each be responsible for coordinating with Consultants to manage work completed within their respective jurisdictions.

{NMM4876-3970-5248;2/13175.000001/}

Commented [NMM1]: Confirm.

Commented [AS2R1]: I believe this is correct, but Tukwila to do final confirmation on the language.

4. Insurance. The City of Tukwila shall require Consultants to procure and maintain for the duration of the Professional Services Agreements, 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 Consultants, their agents, representatives, employees or subcontractors, including the following:

1. Commercial Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
3. Worker’s Compensation insurance at the limits established by the State of Washington.

The City of Tukwila shall require that it (including its officials, officers, agents and employees) and the other Parties (including their officials, officers, agents and employees) are named as additional insured on all of the aforementioned policies, for work performed by or on behalf of Consultants.

The City of Tukwila shall obtain from the Consultants either a certified copy of all policies with endorsements attached, or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City of Tukwila shall provide the other Parties with copies of all such policies and documents received from Consultants, upon demand from the Parties.

The City of Tukwila shall require that Consultants defend, indemnify and hold the other Parties, their officers, officials, agents, employees and representatives harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the Consultant’s participation in the Project, except for injuries and damages caused by the sole negligence of the Party. The City of Tukwila shall require that Consultants waive their immunity under Washington’s Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification.

5. Indemnification. Each of the Parties hereby releases and agrees to indemnify and hold harmless the other Parties, their successors and assigns and the officers, employees and agents of each (“Indemnitees”), from and against any and all claims of third parties and losses, harm, cost, liabilities, damages and expenses (including, but not limited to, reasonable attorneys’ fees) arising from the performance of the Professional Services Agreements and its amendments and/or addenda; **PROVIDED**, however, that no Party shall be required to so indemnify any such Indemnitee against liability for damages caused by or resulting from the sole negligence of Indemnitee.

Commented [NMM3]: Confirm that the cities want an indemnification agreement amongst themselves

Commented [AS4R3]: This is acceptable.

6. Term; Termination. This Interlocal Agreement shall be in full force and effect for a period commencing upon execution and ending on December 31, 2025 (“Termination Date”). In the event that the City of Tukwila extends the Professional Services Agreements beyond the Termination Date, this Interlocal Agreement shall be automatically extended consistent with the Professional Services Agreements. However, any Party may withdraw from this Interlocal Agreement at any time by giving ten (10) days written notice to each of the other Parties.

7. Amendment or Modification. This Interlocal Agreement may be amended or modified only by a subsequent written document executed by the City of Tukwila, the City of Maple Valley, and the City of Burien.

8. Administration. The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator, or joint board responsible for administering the Agreement will be established by mutual agreement.

9. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

10. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each party will remain the sole owner of its own property.

11. Filing. In accordance with RCW 39.34.040, this Agreement will be filed with the King County Auditor or listed on the web sites of the parties prior to its effective date.

12. Severability. In the event that any provision of this Agreement is determined to be unenforceable or inconsistent with the laws of the State of Washington, the remaining provisions of this Agreement shall continue to be effective and deemed to be in full force and effect.

CITY OF TUKWILA, WASHINGTON

By: _____
[NAME] Thomas McLeod

Title: [TITLE] Mayor

Date: _____

Attest / Authenticated

City Clerk

CITY OF MAPLE VALLEY, WASHINGTON

By: _____
Laura Philpot

Title: City Manager

Date: _____

Attest/ Authenticated

City Clerk

CITY OF BURIEN, WASHINGTON

By: _____
[Adolfo Bailon

Title: [City Manager

Date: _____

Attest / Authenticated

{NMM4876-3970-5248;2/13175.000001/}

City Clerk

{NMM4876-3970-5248;2/13175.000001/}



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Catrien de Boer, Grant Analyst**
 CC: **Mayor Thomas McLeod**
 DATE: **March 22, 2024**
 SUBJECT: **Electric Vehicle Charging Stations: Fleets/Facilities and Justice Center**
 Department of Commerce WA State Electric Vehicle Charging Program (WAEVCP)

ISSUE

Accept a grant award from the Department of Commerce (Commerce) Electric Vehicle (EV) Charging Program for \$23,000 for the Fleet/Facilities Campus and \$23,000 for the Justice Center. This award will fund the installation of two, Level 2 charging stations at each site.

BACKGROUND

In Fall 2024, the Department of Commerce released a grant program offering more than \$64 million to public agencies, multifamily housing developments, and tribal organizations to install EV chargers. With a movement towards electric vehicles, staff began to meet with Commerce representatives to discuss this opportunity.

DISCUSSION

In December 2023, staff applied for a Commerce grant to fund the installation of EV chargers at our City facilities. On February 28th, 2024, staff were notified that the Fleet/Facilities campus and the Justice Center (two of the sites included in the application) were selected for funding. These grant awards will cover the procurement and installation of the two Level 2 chargers at each site. When the Justice Center was built, the project team made provisions for future EV charging at the site which this project will compliment.

Each City facility was scored on its own merits, with the Fleet/Facilities building and the Justice Center rising to the top of the list and being selected for funding. These two sites are considered “Workplaces”, meaning the EV chargers will be behind a secure gate and will be available for employee and City vehicle use.

The City does not currently have electric vehicles, but will consider adding them to the fleet once the charging infrastructure is in place. The Fleet/Facilities campus and the Justice Center are only eligible for Level 2 chargers, which is standard for most workplace charging. Staff will continue to work through the site-specific details of the site and will provide further update when we are ready to award a contract.

FINANCIAL IMPACT

The City has been awarded \$23,000 for the Fleets/Facilities building and \$23,000 for the Justice Center. There is no local City match.

<u>Project Location</u>	<u>Grant Award Amount</u>
Fleets/Facilities Building	\$23,000
Justice Center	\$23,000
Total	\$46,000

RECOMMENDATION

Council is being asked to accept a WAEVCP grant administered by the Department of Commerce in the amount of \$46,000 and consider this item on the Consent Agenda at the April 1st, 2024 Regular Council Meeting.

Attachment:

Award letter and EV Charging Basics Fact Sheet



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

March 1, 2024

CITY OF TUKWILA
6200 Southcenter Blvd
Tukwila, WA 98188

Re: Contingent award of the Washington State Electric Vehicle Charging Program
(WAEVCP) Grant

Dear Thomas McLeod,

Congratulations! This letter confirms that CITY OF TUKWILA has been selected for a conditional award from the Washington State Electric Vehicle Charging Program. Please refer to the attached list of sites approved for a conditional award.

If a site is not listed, it was not funded in this round. All awards are subject to Commerce's spending authority as authorized by the legislature. If additional funding is authorized in the ongoing 2024 legislative session, Commerce may make additional awards. Please check the attached list of sites to ensure you want to accept the award for all sites. If you would like to accept a partial award (for example, for only a portion of the awarded sites), please notify your contract manager (listed below) at your earliest convenience.

In light of the contingent nature of this grant, we require a counter-signature below by an authorized CITY OF TUKWILA official. CITY OF TUKWILA, including its directors, employees and agents, agree to make no public statements regarding this award until the Grant Agreement is executed, unless Commerce provides prior consent. If the awardee wishes to accept funding for only some of the listed sites, please contact your contract manager (listed below) to discuss.

Next Steps:

- Please sign the award letter by **March 15, 2024**. If you will be unable to return the letter by this date, please get in touch with your contract manager (listed below) as soon as possible.
- Stay tuned for a New Awardee Webinar. We will send a registration link after the award letter has been signed. Attendance is required by at least one representative.
- After your award letter is signed, you will be required to complete an intake form to kick off the contracting process. This form will verify details of your application, such as site control, site location, ports, eligible project costs, and more as outlined in the [program implementation manual](#). Any inconsistencies found during verification that affect fund eligibility may result in a change to the award amount. Contracts will be processed in the order that completed pre-contract information is received.

Please remember all funding is on a reimbursement basis and no costs chargeable to the award may be incurred before executing a contract.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

Tatum Holestine will be your contract manager. Please do not hesitate to contact them at EVCharging@commerce.wa.gov for assistance. We look forward to partnering with you on your project!

Commerce looks forward to working with you and your team on this important project.

Sincerely,
DocuSigned by:
Jennifer Grove
7BBCBF83E1F34AE...
JENNIFER GROVE
Managing Director

Accepted on behalf of CITY OF TUKWILA:

Signature: _____

Title: _____

Date: _____

EV Charging Basics

Learn more about different charging options for electric vehicles (EVs), plus where you can find rebates to help cover purchase and installation costs.

EV Charger Types

EV chargers are classified into three categories: Level 1, Level 2 and direct current (DC) fast chargers.

EV chargers are classified into three categories: Level 1, Level 2 and direct current (DC) fast chargers.

Important differences include:

- **Input voltage.** This is how much power a charger requires to operate and is expressed in volts.
- **Power output.** This is how much power a charger can generate and is expressed in kilowatts (kW).
- **Charging speed.** This is the number of miles added to the EV's battery per hour of charging and depends on the charger's power output.
- **Equipment and installation cost.** While basic EV chargers are inexpensive and can be plugged into a standard outlet, others have higher upfront equipment prices and must be installed professionally by an electric vehicle service provider (EVSP).
- **EV power intake.** Depending on your EV, the power output pulled from a charger (in kW) may be limited by how much the EV's battery can withstand. Check your vehicle's specifications to know which charging level your vehicle can use.

Numerous manufacturers produce EV chargers, with a variety of products, price points, applications and functionality. Because of these differences, it is important to choose an EV charger that fits your intended use and budget.

Direct Current Fast Charging

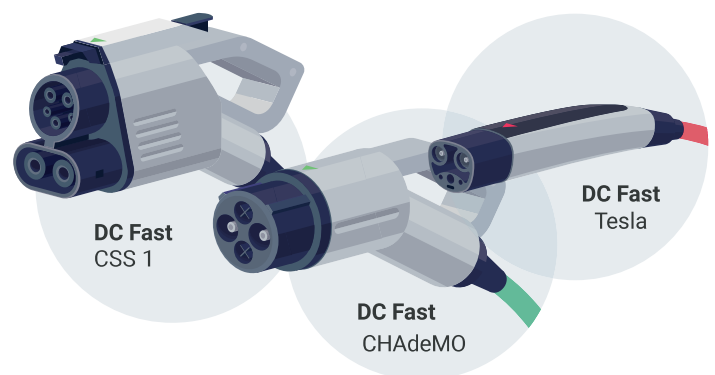
Lightning fast charging for businesses and short-term parking

How fast is DC fast charging?

Depending on the EV, DC fast chargers can currently produce a 10-80% charge for a 300-mile range battery in approximately 20 minutes (~540 miles of electric drive per hour of charging).

What is the input voltage for a DC fast charger?

Currently available DC fast chargers require inputs of at least 480 volts and 100 amps, but newer chargers are capable of up to 1000 volt and 500 amps (up to 360 kW).



How much do DC fast chargers cost?

A CALeVIP Cost Data analysis found that the unit cost per charger for rebate recipients ranged from a minimum of \$18,000 to a maximum of \$72,500. The mean and median unit cost per charger was \$29,135 and \$23,000, respectively.

In addition to higher equipment costs, DC fast charger installations require a commercial electrician from the initial planning phase due to the electrical load and wiring requirements.

Is a DC fast charger the right EV charger for me?

DC fast chargers are the highest-powered EV chargers on the market. They often are used as range extenders along major travel corridors for long-distance trips and in urban environments to support drivers without home charging or very high mileage drivers. At current charging speeds, they are ideal for places where a person would spend 30 minutes to an hour, such as restaurants, recreational areas and shopping centers.

It is important to note that not every EV model is capable of DC fast charging, and therefore, they cannot be used by every EV driver. Further, DC fast chargers have multiple standards for connectors, whereas there is only one common standard for Level 1 and 2 charging (SAE J1772). DC fast chargers have three types of connectors: CHAdeMO, CCS and Tesla, though CCS is increasingly becoming the industry standard.

Level 2 Chargers

An intermediate solution for residential and some commercial settings

How fast is Level 2 charging?

A Level 2 charger can currently produce a full charge for a 300-mile range battery in about 6-8 hours and is perfect for destination and overnight charging.

What is the input voltage of a Level 2 charger?

Level 2 chargers typically require 220V or 240V service.

What is the power output of a Level 2 charger?

Level 2 chargers are available with a variety of power outputs from 3 kW to 19 kW, which can sometimes be adjusted.

How much do Level 2 chargers cost?

CALeVIP Cost Data show that rebate recipients reported average L2 equipment costs ranging from \$685 to \$6,626 per connector. The mean and median were \$2,976 and \$2,884 per connector, respectively.

Is a Level 2 charger the right EV charger for me?

Level 2 chargers are typical solutions for residential and commercial/workplace settings. Most offer higher power output than Level 1 chargers and have additional functionality.

Non-networked vs. networked chargers

In general, Level 2 chargers are distinguished between non-networked chargers and networked chargers.

Networked chargers have advanced capabilities, such as charge scheduling, load management and demand response. They are more common in commercial/workplace settings where payments are required or at multiunit dwellings (MUDs) where the property's electricity bill is shared by multiple residents.

They may be designed for indoor or outdoor use (e.g., NEMA 3R, NEMA 6P, NEMA 4x rated).

Some models of networked chargers also can limit charging to certain hours, which allows the operator to maximize a time-of-use (TOU) electricity rate structure and only allow charging when electricity is the cheapest (usually sometime between 9 p.m. and 6 a.m.). This type of control also increases the likelihood of participating in utility demand response programs.



Some of the enhanced features of a networked Level 2 charger include remote access/control via Wi-Fi or cellular connection, access control/ability to accept multiple forms of payment, load balancing across multiple chargers and more. Additionally, California will soon begin allowing the use of submeters already embedded within networked chargers to bill electricity use. For more information on submetering, visit the [California Public Utilities Commission](#) (CPUC) website.

Non-networked Level 2 chargers are used both in single-family residences and MUDs. They may be designed for indoor or outdoor use (e.g., NEMA 3R, NEMA 6P, NEMA 4x rated). Non-networked Level 2 chargers are useful for installations at MUDs or commercial sites that are powered by the residents' or tenants' subpanels.

In this case, any electricity used by the chargers will be charged to the individual's electricity bill, thus eliminating the need to separately meter the chargers. Further, when electrical capacity is available, non-networked Level 2 chargers are useful for site hosts that need higher power than Level 1 charging but do not have a large budget.

Level 1 Chargers

A cost-efficient choice for some apartments, condos and workplaces

How fast is Level 1 charging?

A Level 1 charger is estimated to deliver 3.5 to 6.5 miles of range per hour of charging. This type of charging takes the longest and is used primarily as an additional, emergency or backup charging solution and for people who can use the charger overnight. Level 1 chargers are not eligible for **CALeVIP** rebates.



What is the input voltage of a Level 1 charger?

Level 1 charging uses a standard 110V or 120V outlet, enabling EV drivers to use them almost anywhere.

What is the power output of a Level 1 charger?

Level 1 charging power output varies is typically between 1-2 kW of continuous power – approximately the same amount of power as your microwave!

How much do Level 1 chargers cost?

Most EVs come with a manufacturer-branded Level 1 cord set. There are a few third-party manufacturers of Level 1 chargers, most of which are designed for residential use and cost an average of \$596 to \$813 per charger, according to the International Council on Clean Transportation.

Is a Level 1 charger the right EV charger for me?

Level 1 charging can be a viable solution in multiunit dwellings (MUDs), like apartment complexes or condominiums, and some workplaces. In MUD settings, most Level 1 charging is conducted from existing 110V or 120V outlets in the parking lot or personal garages/carports of residents. When new charging installations are planned, a higher output 220V or 240V circuit is often more cost-effective as it offers greater charging capacity for an equivalent installed price.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Catrien de Boer, Grant Analyst**
 CC: **Mayor Thomas McLeod**
 DATE: **March 22, 2024**
 SUBJECT: **Major Pavement Overlay and Repairs: S Boeing Access Rd (No. 82410402), Orillia Rd (No. 82410403), and Interurban Ave (No. 82410404) WSDOT National Highway System Asset Management Grant Awards**

ISSUE

Accept three Washington State Department of Transportation (WSDOT) Asset Management grant awards for \$3,990,000 for the Boeing Access Road, \$1,309,000 for Orillia Rd S, and \$4,958,000 for Interurban Ave S. These awards will fund major overlay and pavement repairs on these three roads.

BACKGROUND

In early 2023, staff noted the concrete overlay over the Boeing Access Road had failed and has extensive open pattern cracking on and under the deck. The bridge deck was overlaid in 2018 as part of the seismic retrofit project. The repair of this section is beyond the scope of the Annual Overlay program. Additionally, over the years, several other arterial streets throughout the City have deteriorated but the cost of overlaying them also exceeds the yearly funding available in the Annual Overlay budget.

DISCUSSION

On October 5th, 2023, staff submitted three applications to the National Highway System Asset Management Grant Program administered by WSDOT to fund pavement repairs and overlay at the three sites. The sites were selected based on road condition scores. Staff also briefed the TIS Committee on the application process in October, 2023.

The City of Tukwila was notified on January 10, 2024 that all three project sites were selected for funding. These grant awards will fully cover the design, construction management, and construction costs for each project site.

FINANCIAL IMPACT

The City has been awarded three grants in the amounts of \$3,990,000 for the Boeing Access Road, \$1,309,000 for Orillia Rd S, and \$4,958,000 for Interurban Ave S. There is no local City match.

<u>Project Location</u>	<u>Grant Award Amount</u>
Boeing Access Road	\$3,990,000
Orillia Rd S.	\$1,309,000
Interurban Ave S.	\$4,958,000
Total	\$10,257,000

RECOMMENDATION

Council is being asked to accept three WSDOT Asset Management program grant awards for pavement repairs and overlay and consider this item on the Consent Agenda at the April 1st, 2024 Regular Council Meeting.

Attachment:

- Proposed CIP Pages
- WSDOT Asset Management Award Letters
- Photos and Maps of roadways

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: S Boeing Access Road Repair and Overlay

Project No. 82410402

DESCRIPTION: Grind and overlay of roadway and replace concrete overlay of bridge deck over BNSF Railway.

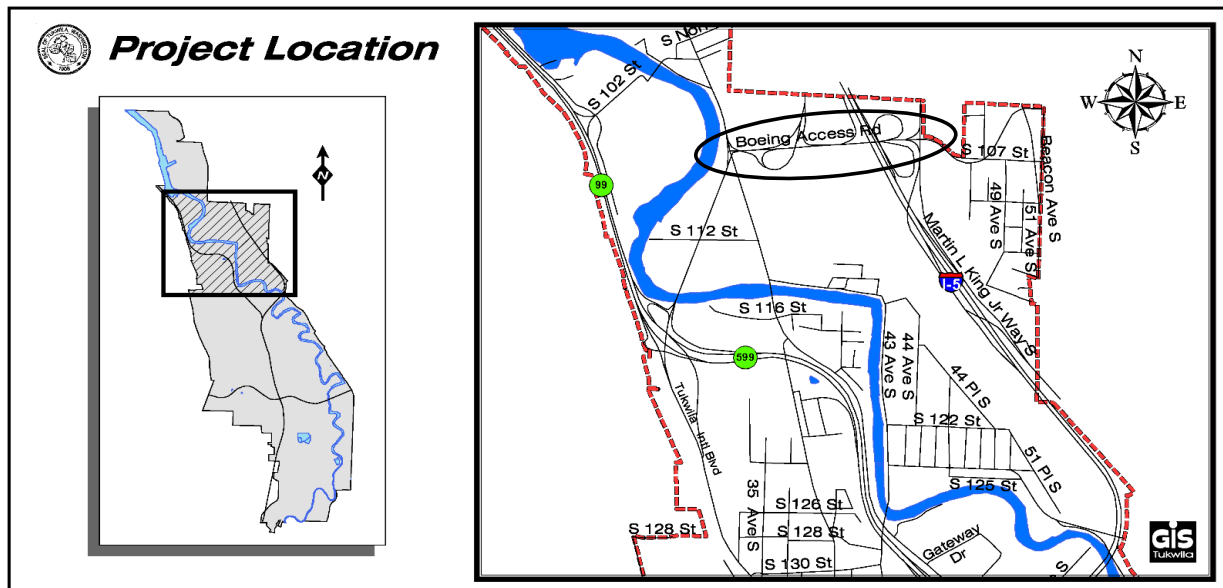
JUSTIFICATION: The existing road condition and bridge deck has deteriorated, has severe open cracking, and needs significant repairs and reconstruction.

STATUS: New project for 2023-2028 CIP.

MAINT. IMPACT: Ongoing annual maintenance.

COMMENT: Fully funded through WSDOT NHS Asset Management Grant program. Awarded in January 2024.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design				141	423					564
Land (R/W)										0
Const. Mgmt.						340				340
Construction						3,086				3,086
TOTAL EXPENSES	0	0	0	141	3,426	3,426	0	0	0	3,990
FUND SOURCES										
WSDOT - NHS Grant				141	423	3,426				3,990
Mitigation Actual										0
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
TOTAL SOURCES	0	0	0	141	423	3,426	0	0	0	3,990



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Orillia Rd S Repair and Overlay

Project No. 82410403

DESCRIPTION: Pavement repairs; overlay; and curb and gutter, sidewalk, and guardrail repair.

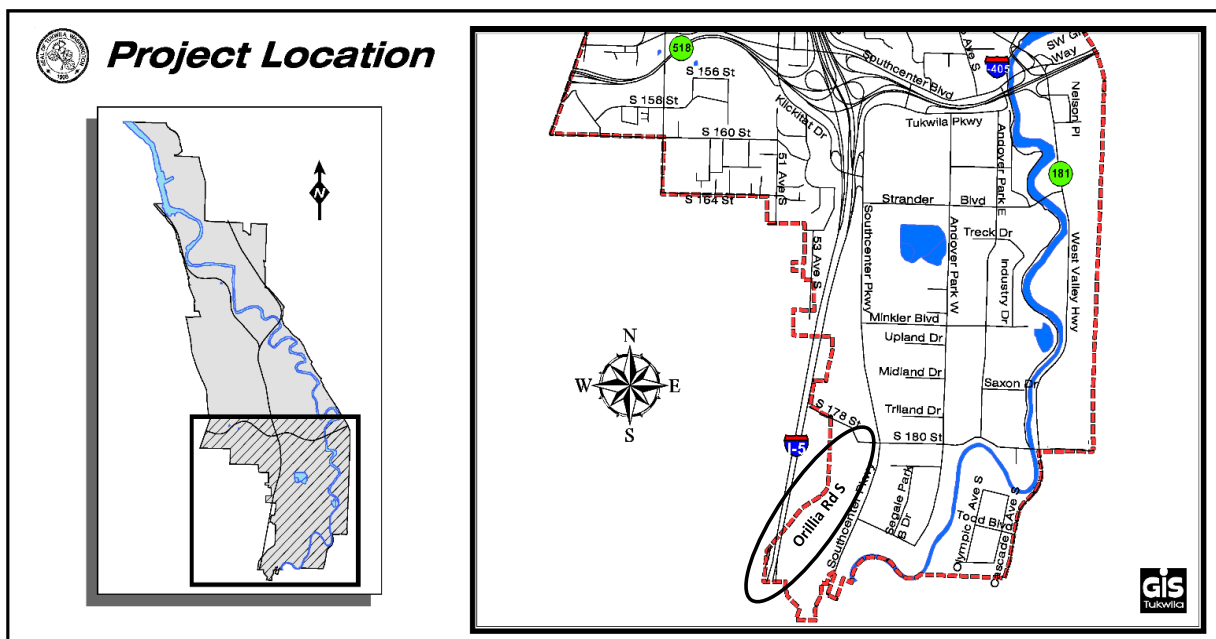
JUSTIFICATION: The existing road condition has deteriorated and needs significant repairs and reconstruction.

STATUS: New project for 2023-2028 CIP.

MAINT. IMPACT: Ongoing annual maintenance.

COMMENT: Fully funded through WSDOT NHS Asset Management Grant program. Awarded in January 2024.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design				105						105
Land (R/W)										0
Const. Mgmt.					120					120
Construction					1,084					1,084
TOTAL EXPENSES	0	0	0	105	1,204	0	0	0	0	1,309
FUND SOURCES										
WSDOT - NHS Grant				105	1,204					1,309
Mitigation Actual										0
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
TOTAL SOURCES	0	0	0	105	1,204	0	0	0	0	1,309



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Interurban Ave S Repair and Overlay

Project No. 82410404

DESCRIPTION: Pavement repairs, overlay, and curb and gutter repair.

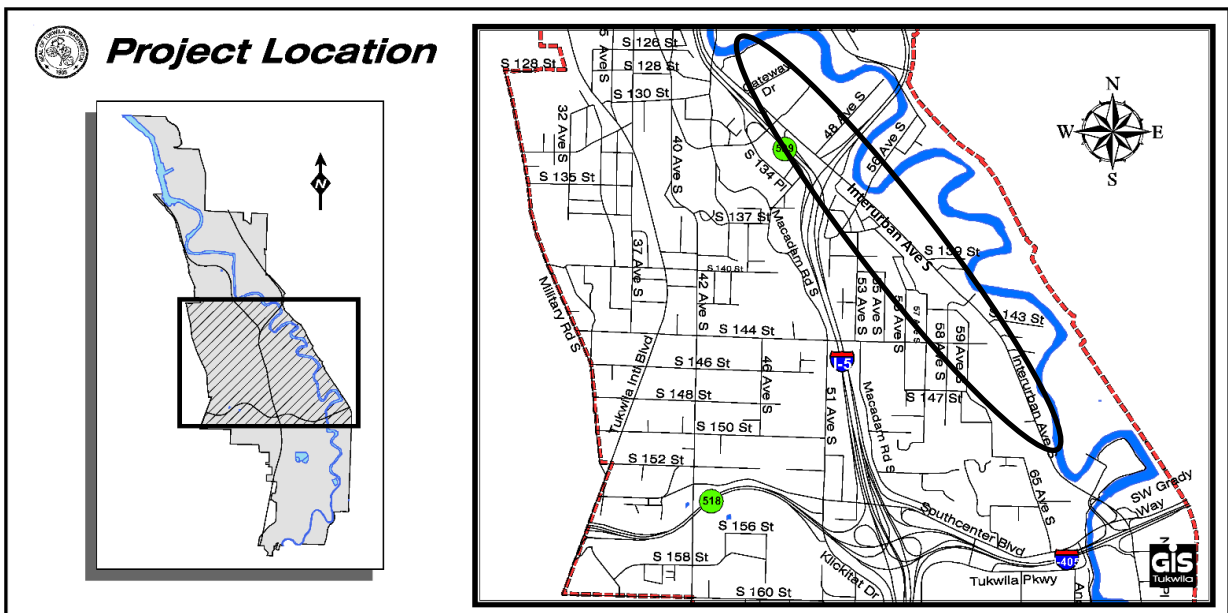
JUSTIFICATION: The existing road condition has deteriorated and needs significant repairs and reconstruction.

STATUS: New project for 2023-2028 CIP.

MAINT. IMPACT: Ongoing annual maintenance.

COMMENT: Fully funded through WSDOT NHS Asset Management Grant program. Awarded in January 2024.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design				131	266					397
Land (R/W)										0
Const. Mgmt.						450				450
Construction						4,111				4,111
TOTAL EXPENSES	0	0	0	131	266	4,561	0	0	0	4,958
FUND SOURCES										
WSDOT - NHS Grant				131	266	4,561				4,958
Mitigation Actual										0
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
TOTAL SOURCES	0	0	0	131	266	4,561	0	0	0	4,958



January 10, 2024

Mr. Hari Ponnekanti, P.E.
Public Works Director
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, WA 98188

**RE: Boeing Access Road
2023 National Highway System (NHS) Asset Management Program
Federal Funding**

Dear Mr. Ponnekanti:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding through the 2023 NHS Asset Management program. The federal funding is limited as shown below:

Boeing Access Road	\$3,990,000
Scope: Grind and overlay of roadway and replace concrete overlay of bridge deck over BNSF railway.	

NOTE: Funding provided requires the local match as detailed in your project application. If no local match was identified, federal funds are available at 100%, for all eligible federal expenditures. Construction must be completed as a single contract and authorized by August 31, 2026, or funds may be reprogrammed to other projects. Scope changes are not allowed.

To meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed information, including: (<http://www.wsdot.wa.gov/localprograms>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;

- ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Tukwila** and your password is **Tukwi785**. The password is case sensitive.
- If the project is not actively pursued, or becomes inactive ([23 CFR 630](#)), the project is at risk of being cancelled, funds repaid and reprogrammed.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

January 10, 2024

Mr. Hari Ponnekanti, P.E.
Public Works Director
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, WA 98188

**RE: Orillia Rd South
2023 National Highway System (NHS) Asset Management Program
Federal Funding**

Dear Mr. Ponnekanti:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding through the 2023 NHS Asset Management program. The federal funding is limited as shown below:

Orillia Rd South	\$1,309,000
Scope: Pavement repairs; overlay; and curb and gutter, sidewalk, and guardrail repair.	

NOTE: Funding provided requires the local match as detailed in your project application. If no local match was identified, federal funds are available at 100%, for all eligible federal expenditures. Construction must be completed as a single contract and authorized by August 31, 2026, or funds may be reprogrammed to other projects. Scope changes are not allowed.

To meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
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 - ✓ Local Project Report is required to be completed by the end of June and December

each year. To access the database you will need an account name and password. Your account name is **Tukwila** and your password is **Tukwi785**. The password is case sensitive.

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Sincerely,



Jay Drye, PE
Director
Local Programs

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

January 10, 2024

Mr. Hari Ponnekanti, P.E.
Public Works Director
City of Tukwila
6300 Southcenter Blvd., Suite 100
Tukwila, WA 98188

**RE: Interurban Ave S.
2023 National Highway System (NHS) Asset Management Program
Federal Funding**

Dear Mr. Ponnekanti:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding through the 2023 NHS Asset Management program. The federal funding is limited as shown below:

Interurban Ave S.	\$4,958,000
Scope: Pavement repairs, overlay, and curb and gutter repair.	

NOTE: Funding provided requires the local match as detailed in your project application. If no local match was identified, federal funds are available at 100%, for all eligible federal expenditures. Construction must be completed as a single contract and authorized by August 31, 2026, or funds may be reprogrammed to other projects. Scope changes are not allowed.

To meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed information, including: (<http://www.wsdot.wa.gov/localprograms>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;

- ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Tukwila** and your password is **Tukwi785**. The password is case sensitive.
- If the project is not actively pursued, or becomes inactive ([23 CFR 630](#)), the project is at risk of being cancelled, funds repaid and reprogrammed.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,

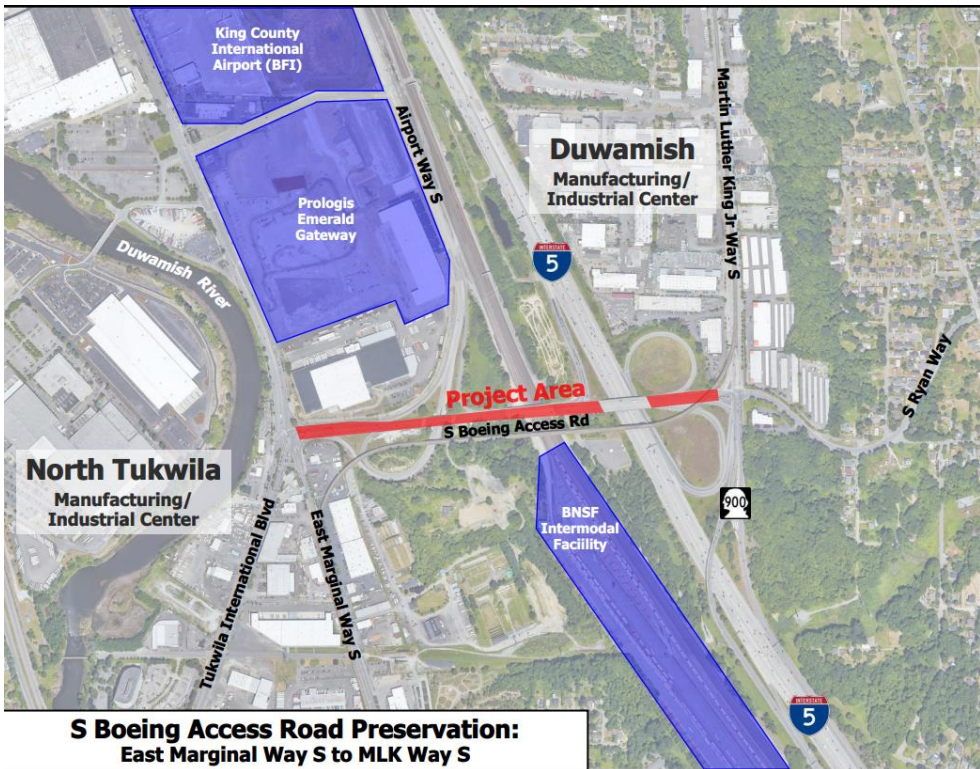


Jay Drye, PE
Director
Local Programs

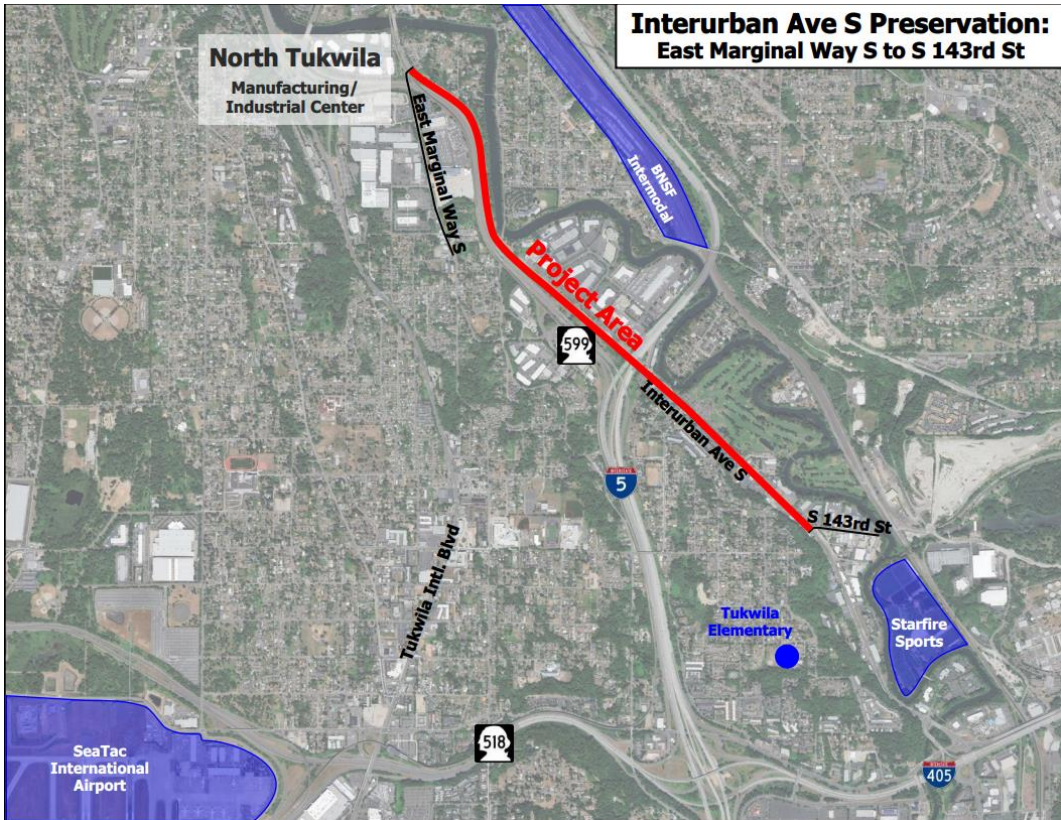
JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

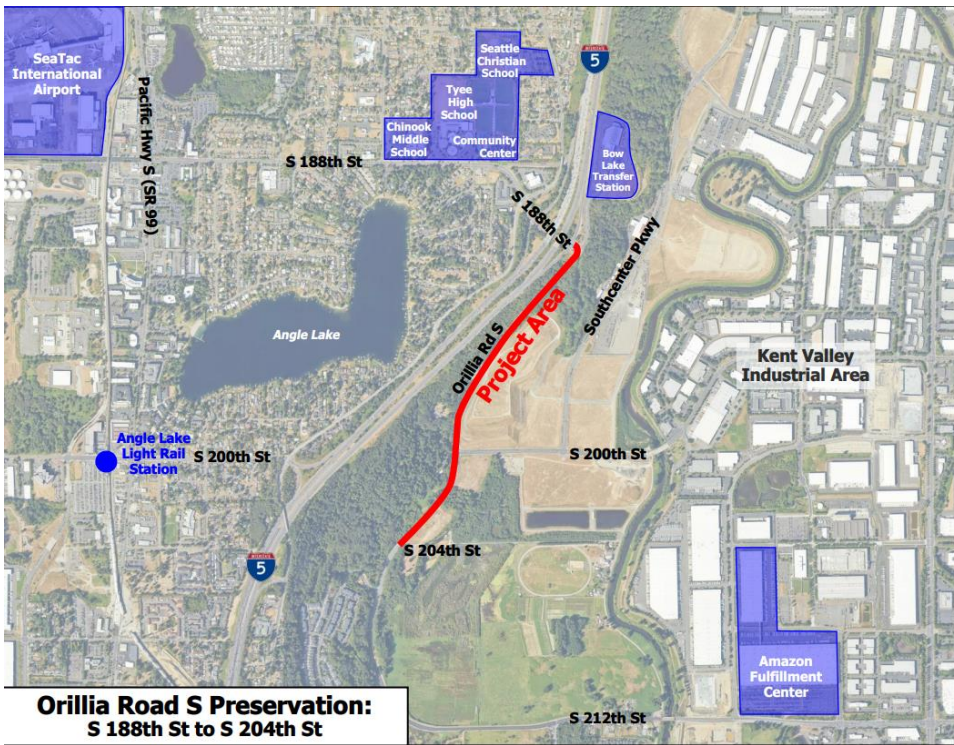
Boeing Access Road Concrete Overlay Cracking:



Interurban Ave S Concrete Overlay Cracking:



Orillia Rd S Concrete Overlay Cracking:



**Orillia Road S Preservation:
S 188th St to S 204th St**



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director
BY: Cyndy Knighton, Senior Program Manager – Transportation
CC: Thomas McLeod, Mayor
DATE: March 22, 2024
SUBJECT: Local Road Safety Plan Update
Project No. 82010405
Task Force

ISSUE

Update the Transportation and Infrastructure Services Committee on the background and current work associated with the Local Road Safety Plan (LRSP) that is funded through a federal Safe Streets and Roads for All (SS4A) grant.

BACKGROUND

In 2023, the City was awarded a \$200,000 grant to develop an LRSP aimed at preventing fatal and serious injury crashes for all modes. The grant requires the plan to accommodate all users of the transportation system (Complete Streets) and be consistent, systematically fair, and impartial of all individuals (Equity), as well as addressing underserved or disadvantaged communities (Climate Justice). The LRSP will analyze collision trends and identify priority locations for roadway safety on public roads using a systemic and data-driven approach. It will develop planning-level projects, strategies, and timelines for deploying low-cost high-impact countermeasures to address Tukwila’s unique needs. Tukwila’s development of this plan is being done concurrent with the Transportation Element (TE) update, as many of the goals and policies mirror those in a LRSP. Including the needs for safety improvements in the TE will also provide a comprehensive understanding of all transportation needs throughout Tukwila.

DISCUSSION

One key component of the LRSP development is forming a local Task Force or similar body charged with the oversight of the LRSP development, implementation, and monitoring of the action plan. Staff are currently working to put together the task force, which can include various stakeholders such as city staff, residents, businesses, partner agencies, and local officials. The Task Force is anticipated to meet three times throughout the LRSP development and will continue to meet likely once or twice per year thereafter for monitoring of the program’s success and recommending future priorities for budgeting. A smaller committee is generally preferred over a larger one for ease of management. Membership can be rotated after the plan development to minimize time commitments to the non-staff positions and to ensure a variety of voices are heard during implementation and monitoring efforts.

FINANCIAL IMPACT

None.

RECOMMENDATION

Discussion Only.

ATTACHMENTS

Self-Certification Checklist.

Self-Certification Eligibility Worksheet

All applicants should follow the instructions in the NOFO to correctly apply for a grant. See the [SS4A website](#) for more information.

Table 1 of the SS4A NOFO describes [eight components of an Action Plan](#), which correspond to the questions in this worksheet. Applicants should use this worksheet to determine whether their existing plan(s) contains the required components to be considered an eligible Action Plan for SS4A.

This worksheet is required for all SS4A **Implementation Grant** applications and any **Planning and Demonstration Grant applications to conduct Supplemental Planning/Demonstration Activities only**. Please complete the form in its entirety, do not adjust the formatting or headings of the worksheet, and upload the completed PDF with your application.

Eligibility

An Action Plan is considered eligible for an SS4A application for an Implementation Grant or a Planning and Demonstration Grant to conduct Supplemental Planning/Demonstration Activities if the following two conditions are met:

- You can answer "YES" to Questions **3, 7, and 9** in this worksheet; *and*
- You can answer "YES" to **at least four of the six remaining** Questions, **1, 2, 4, 5, 6, and 8**.

If both conditions are not met, an applicant is still eligible to apply for a Planning and Demonstration Grant to fund the creation of a new Action Plan or updates to an existing Action Plan to meet SS4A requirements.

Applicant Information

Lead Applicant: _____

UEI: _____

Action Plan Documents

In the table below, list the relevant Action Plan and any additional plans or documents that you reference in this form. Please provide a hyperlink to any documents available online or indicate that the Action Plan or other documents will be uploaded in Valid Eval as part of your application. Note that, to be considered an eligible Action Plan for SS4A, the plan(s) coverage must be broader than just a corridor, neighborhood, or specific location.

Document Title	Link	Date of Most Recent Update



Action Plan Components

For each question below, answer "YES" or "NO." If "YES," list the relevant plan(s) or supporting documentation that address the condition and the specific page number(s) in each document that corroborates your response. This form provides space to reference multiple plans, but please list only the most relevant document(s).

1. Leadership Commitment and Goal Setting

Are **BOTH** of the following true?

- A high-ranking official and/or governing body in the jurisdiction publicly committed to an eventual goal of zero roadway fatalities and serious injuries; and
- The commitment includes either setting a target date to reach zero OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.

YES

NO

Note: This may include a resolution, policy, ordinance, executive order, or other official announcement from a high-ranking official and the official adoption of a plan that includes the commitment by a legislative body.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

2. Planning Structure

To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?

YES

NO

Note: This should include a description of the membership of the group and what role they play in the development, implementation, and monitoring of the Action Plan.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



3. Safety Analysis

Does the Action Plan include **ALL** of the following?

- Analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs, as needed (e.g., high-risk road features or specific safety needs of relevant road users); and,
- A geospatial identification (geographic or locational data using maps) of higher risk locations.

YES

NO

Note: Availability and level of detail of safety data may vary greatly by location. The [Fatality and Injury Reporting System Tool \(FIRST\)](#) provides county- and city-level data. When available, local data should be used to supplement nationally available data sets.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

4. Engagement and Collaboration

Did the Action Plan development include **ALL** of the following activities?

- Engagement with the public and relevant stakeholders, including the private sector and community groups;
- Incorporation of information received from the engagement and collaboration into the plan; and
- Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

YES

NO

Note: This should be a description of public meetings, participation in public and private events, and proactive meetings with stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



5. Equity Considerations

Did the Action Plan development include **ALL** of the following?

- Considerations of equity using inclusive and representative processes;
- The identification of underserved communities through data; and
- Equity analysis developed in collaboration with appropriate partners, including population characteristics and initial equity impact assessments of proposed projects and strategies.

YES

NO

Note: This should include data that identifies underserved communities and/or reflects the impact of crashes on underserved communities, prioritization criteria that consider equity, or a description of meaningful engagement and collaboration with appropriate stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

6. Policy and Process Changes

Are **BOTH** of the following true?

- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
- The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

YES

NO

Note: This may include existing and/or recommended Complete Streets policy, guidelines for community engagement and collaboration, policy for prioritizing areas of greatest need, local laws (e.g., speed limit), design guidelines, and other policies and processes that prioritize safety.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



7. Strategy and Project Selections

Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, with information about time ranges when projects and strategies will be deployed, and an explanation of project prioritization criteria?

YES
NO

Note: This should include one or more lists of community-wide multi-modal and multi-disciplinary projects that respond to safety problems and reflect community input and a description of how your community will prioritize projects in the future.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

8. Progress and Transparency

Does the plan include **BOTH** of the following?

- A description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan is posted publicly online.

YES
NO

Note: This should include a progress reporting structure and list of proposed metrics.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

9. Action Plan Date

Was at least one of your plans finalized and/or last updated between 2019 and April 30, 2024?

YES
NO

Note: Updates may include major revisions, updates to the data used for analysis, status updates, or the addition of supplemental planning documents, including but not limited to an Equity Plan, one or more Road Safety Audits conducted in high-crash locations, or a Vulnerable Road User Plan.

If "YES," please list your most recent document(s), date of finalization, and page number(s) that corroborate your response.

Document Title	Date of Most Recent Update	Page Number(s)

