



# City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Verna Seal, Chair
- ❖ De'Sean Quinn
- ❖ Thomas McLeod

<b>Distribution:</b> V. Seal D. Quinn T. McLeod K. Kruller C. Hougardy H. Ponnekanti S. Kim (email)	City Attorney (email) Clerk File Copy  Place pkt pdf on SharePoint: Z Trans & Infra Agendas  email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
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## AGENDA

**MONDAY, OCTOBER 11, 2021 – 5:30 PM**


**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 832324833#**

[Click here to join the meeting](#)

**6300 BUILDING, SUITE 100)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Surface Water Fund – Stormwater Mgmt. Action Plan Grant Application (S. Edquid)	a) Committee approval	Pg. 1
b) Stormwater Mgmt. Action Plan & Surface Water Comprehensive Plan Consultant Selection and Agreement (S. Edquid)	b) Forward to the 10/18/2021 Regular Consent Agenda	Pg. 3
c) TDM Program Update (A. Turner)	c) Discussion only	Pg. 31
d) WSDOT TDM Agreement 2021–2023 (A. Turner)	d) Forward to the 10/18/2021 Regular Consent Agenda	Pg. 39
<b>3. MISCELLANEOUS</b>		
	<b>Future Agenda:</b>	

**Next Scheduled Meeting:** Monday, October 25, 2021

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





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Sherry Edquid, Levee Project Manager**  
 CC: **Mayor Ekberg**  
 DATE: **October 8, 2021**  
 SUBJECT: **Surface Water Fund – Stormwater Management Action Plan**  
**Project No. 99341210 and 8214120**  
**Department of Ecology Water Quality Grant Application**

### **ISSUE**

Authorize the submittal of a grant application to the Washington State Department of Ecology (DOE) Water Quality Combined Funding Program to fund a portion of the Stormwater Management Action Plan (SMAP).

### **BACKGROUND**

In August 2019, DOE issued an update to the NPDES Permit for Phase II Municipalities. Under this permit the City is required to prepare a SMAP to identify approaches that accommodate development while preventing water quality degradation and/or improving water quality conditions harmed by past developments.

### **DISCUSSION**

DOE is currently seeking applications for its Water Quality Combined Funding Program for State Fiscal Year 2023. The City’s SMAP is eligible for funding through this granting agency. Grant applications are due by October 15, 2021, with funding allocated in early 2022.

### **FISCAL IMPACT**

A preliminary cost estimate for \$366,000 has been prepared to develop the SMAP. The City has existing funds for this project but seeks to request \$50,000 to supplement the existing budget. The grant application indicates that a 15% local city match, or \$7,500, for hardship projects, for which the City of Tukwila qualifies (as opposed to a 25% match for non-hardship projects). Hardship projects are for cities with populations of less than 25,000 and the Median Household Income (MHI) is less than 80% of the State’s. Matching funds will be drawn from the Surface Water 412 Fund and fall within the project budget.

	<b><u>Grant Award</u></b>	<b><u>Project Budget</u></b>
City Leverage	\$308,500	\$366,000
Required Match	<b>7,500</b>	
DOE Grant	<u>50,000</u>	
<b>Total</b>	<b>\$366,000</b>	

### **RECOMMENDATION**

Committee approval is being requested to apply to the Department of Ecology for its Water Quality Combined Funding Program for State Fiscal Year 2023 and permission to seek out and apply for future grant funding opportunities to fund this NPDES effort.

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Surface Water Comprehensive Plan

Project No. 82141202

**DESCRIPTION:** Periodically revise and update the adopted Surface Water Comprehensive Plan to: 1) Incorporate the latest requirements of the National Pollution Discharge Elimination System (NPDES) and Endangered Species Act (ESA); 2) Update Capital Improvement Projects to reflect current needs and completed projects; 3) Include GIS based basin and system maps as they become available; and 4) Revise Storm Water ordinance as needed.

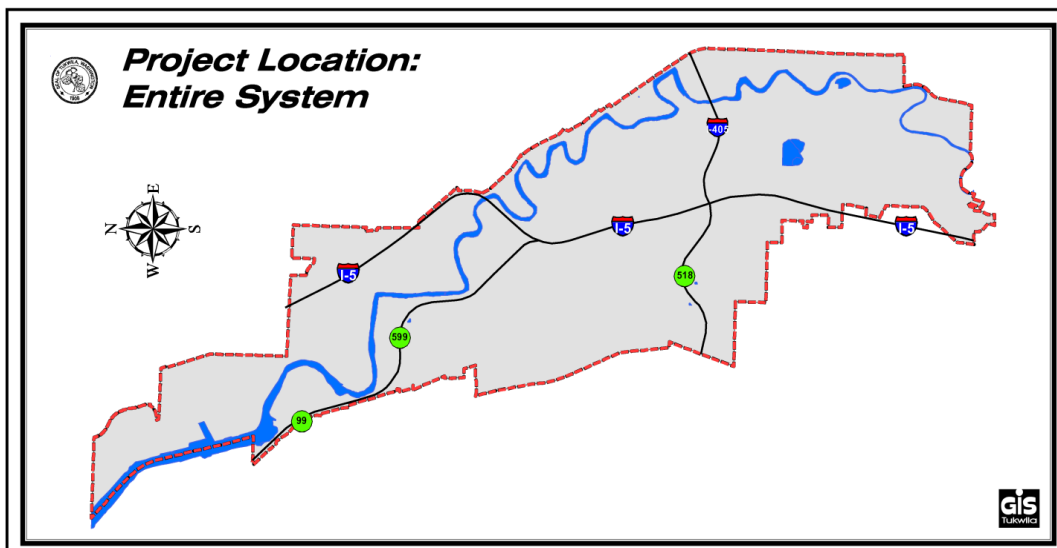
**JUSTIFICATION:** The latest requirements from regulatory agencies as well as newly identified City needs must be included in a regularly updated Surface Water Comprehensive Plan.

**STATUS:** The Surface Water Comprehensive Plan was completed in 2003 and updated in 2013. Future updates are planned on a 7-year cycle with the next update in 2021.

**MAINT. IMPACT:**

**COMMENT:**

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	163		200						250	613
Land (R/W)										0
Const. Mgmt.										0
Construction										0
<b>TOTAL EXPENSES</b>	<b>163</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>613</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	163	0	200	0	0	0	0	0	250	613
<b>TOTAL SOURCES</b>	<b>163</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>613</b>





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Sherry Edquid, Project Manager**  
 CC: **Mayor Allan Ekberg**  
 DATE: **October 8, 2021**  
 SUBJECT: **Stormwater Management Action Plan & Surface Water Comprehensive Plan**  
**Project No. 99341210 and 82141202**  
**Consultant Selection and Agreement**

### ISSUE

Request to approve a consultant contract with Otak, Inc. to prepare and update the City’s Stormwater Management Action Plan (SMAP) and Surface Water Comprehensive Plan (SWCP).

### BACKGROUND

The Public Works Department seeks to hire a consultant to update the SWCP and develop the SMAP to meet new National Pollutant Discharge Elimination System (NPDES) permit requirements and reflect current City surface water needs. This requires the City to implement a comprehensive SMAP that entails a priority watershed and catchment by 2023. At the same time, the City seeks to update their 2013 SWCP to take advantage of the SMAP’s studies and update the plan to reflect current City surface water infrastructure needs. The City plans to submit a grant application to the Department of Ecology’s Water Quality Combined Funding program to fund a portion of this plan.

### ANALYSIS

The current MRSC Consultant Roster was used to advertise for consultants via email solicitations to 57 potential firms. Two proposals were received, one from Landau Associates and the other from Otak, Inc who was selected for best meeting the project requirements. The City and Public Works have been very satisfied with Otak’s past work.

### FISCAL IMPACT

A preliminary cost estimate from Otak, Inc for the SMAP and SWCP is anticipated to be \$366,000. The budget for this project is \$200,000 from the Surface Water Comprehensive Plan CIP, and the remaining funds will be moved from the NPDES Program CIP (\$86,000) and the Surface Water GIS Inventory CIP (\$80,000). We are also researching potential grants to fund this project.

	<u>Cost Estimates</u>		<u>2021-2023 Funding Sources</u>
Otak, Inc Contract	\$366,000		Surface Water Comp Plan \$200,000
			Surface Water GIS Inventory 80,000
			NPDES Program 86,000
Total	\$366,000		\$366,000

### RECOMMENDATION

Council is being asked to approve a consultant agreement with Otak, Inc in the amount of \$366,000 for the SMAP and SWCP and consider this item on the Consent Agenda at the October 18, 2021 Regular Meeting.

**ATTACHMENTS:** 2021-2026 CIP, Pages 80, 88, 92  
Consultant Agreement

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** NPDES Program

Project No. 99341210

**DESCRIPTION:** Provide programmatic implementation requirements of NPDES. The Master Drainage Program specifies a NPDES reporting and action plan for City compliance. The services/supplies funds will also include any illicit discharge (soil cleanup) costs that may occur in the City's right-of-way.

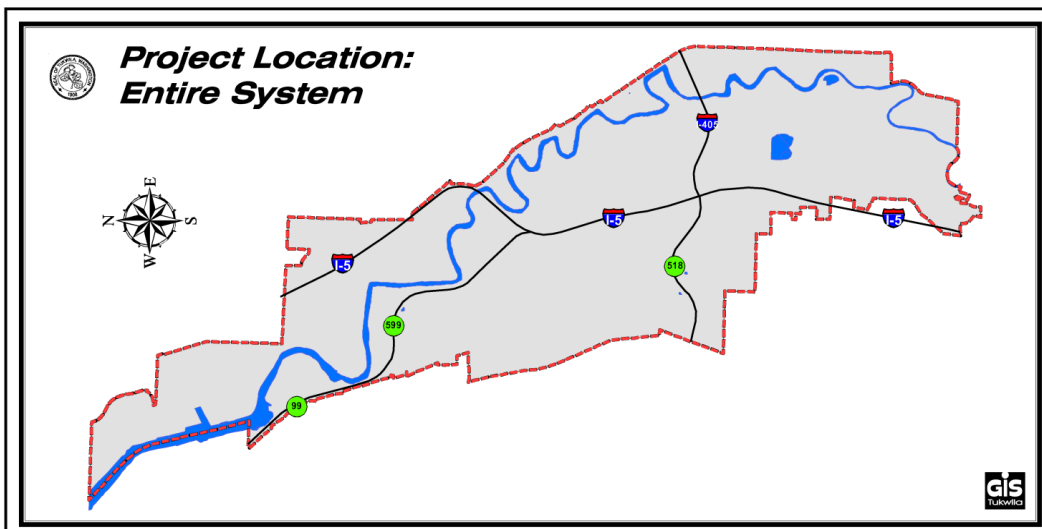
**JUSTIFICATION:** State NPDES requirements include an annual report, public education and outreach, illicit discharge detection and illumination, approved technical standards, staff training, inspections of public and private systems, and drainage system maps.

**STATUS:** All current NPDES requirements have been implemented. LID added to TMC in 2017.

**MAINT. IMPACT:** Additional cleaning and documentation will require added staff resources.

**COMMENT:** National Pollutant Discharge Elimination System (NPDES). Additional NPDES requirements will be ongoing. Costs shown include emergency supplies, testing equipment, DOE testing, and annual public outreach surveys. Added Smap requirements requiring changes to GIS Mapping to conform with DOE NPDES standards.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Staff	1,557	222								1,779
Services/Supplies	495	50	100	50	55	55	60	60	65	990
Const. Mgmt. Construction										0
<b>TOTAL EXPENSES</b>	<b>2,052</b>	<b>272</b>	<b>100</b>	<b>50</b>	<b>55</b>	<b>55</b>	<b>60</b>	<b>60</b>	<b>65</b>	<b>2,769</b>
<b>FUND SOURCES</b>										
Awarded Grant	213	50								263
Proposed Grant				50			60			110
Mitigation Actual Mitigation Expected										0
Utility Revenue	1,839	222	100	0	55	55	0	60	65	2,396
<b>TOTAL SOURCES</b>	<b>2,052</b>	<b>272</b>	<b>100</b>	<b>50</b>	<b>55</b>	<b>55</b>	<b>60</b>	<b>60</b>	<b>65</b>	<b>2,769</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Surface Water Comprehensive Plan

Project No. 82141202

**DESCRIPTION:** Periodically revise and update the adopted Surface Water Comprehensive Plan to: 1) Incorporate the latest requirements of the National Pollution Discharge Elimination System (NPDES) and Endangered Species Act (ESA); 2) Update Capital Improvement Projects to reflect current needs and completed projects; 3) Include GIS based basin and system maps as they become available; and 4) Revise Storm Water ordinance as needed.

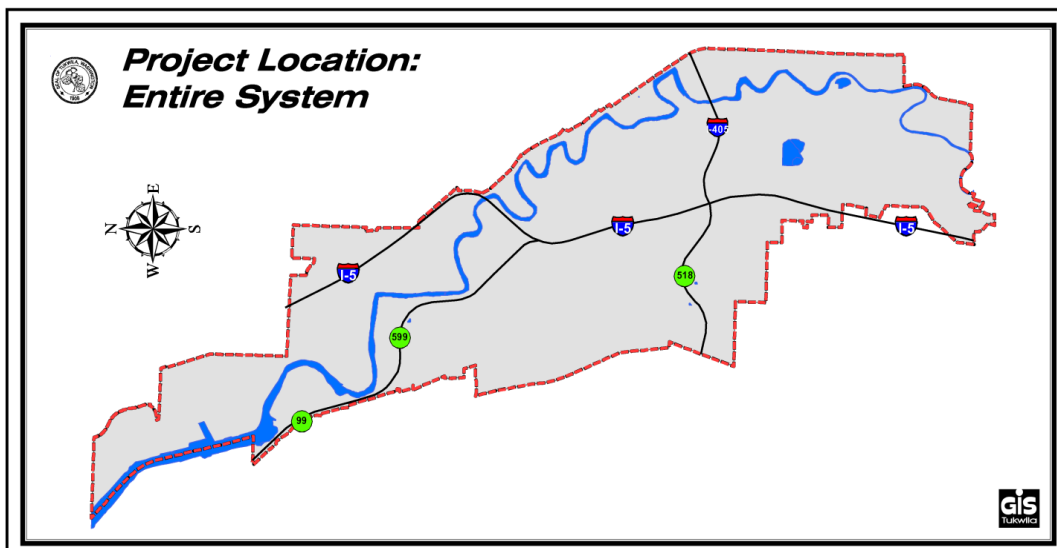
**JUSTIFICATION:** The latest requirements from regulatory agencies as well as newly identified City needs must be included in a regularly updated Surface Water Comprehensive Plan.

**STATUS:** The Surface Water Comprehensive Plan was completed in 2003 and updated in 2013. Future updates are planned on a 7-year cycle with the next update in 2021.

**MAINT. IMPACT:**

**COMMENT:**

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	163		200						250	613
Land (R/W)										0
Const. Mgmt.										0
Construction										0
<b>TOTAL EXPENSES</b>	<b>163</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>613</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	163	0	200	0	0	0	0	0	250	613
<b>TOTAL SOURCES</b>	<b>163</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>613</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Surface Water GIS Inventory

3024120  
Project No. 1  
2024120

**DESCRIPTION:** The GIS (Geographic Information Systems) inventory establishes citywide as-built drawings for the public drainage systems. This is an ongoing project as all CIP and development infrastructure improvements will need to be mapped.

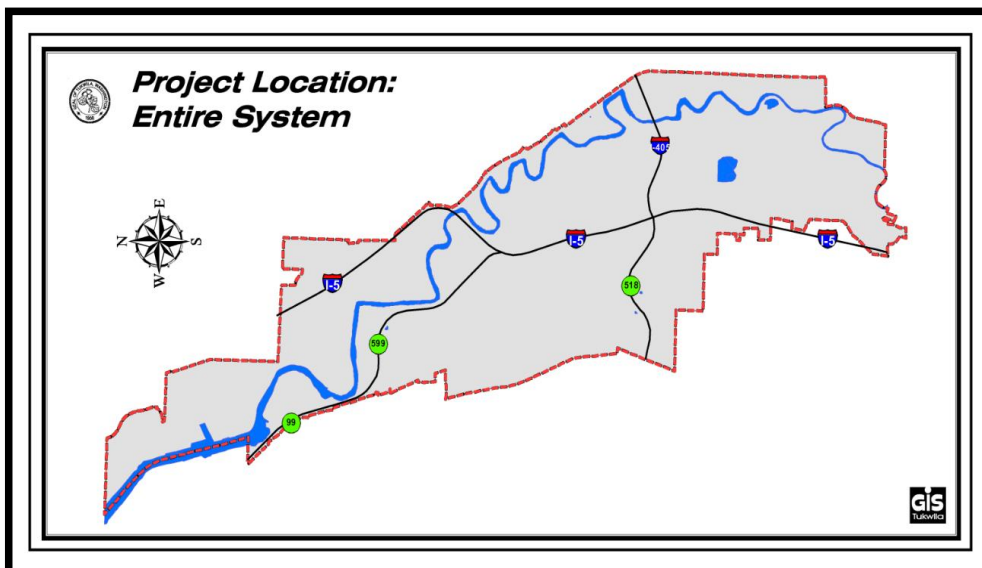
**JUSTIFICATION:** State NPDES requirements include provisions for permitted jurisdictions to compile accurate drainage system maps for all outfalls 24" or greater.

**STATUS:** GIS mapping was completed citywide in 2013. Future contracts will keep maps up to date as projects change the existing system. Combined Asset Management System scheduled for 2017.

**MAINT. IMPACT:** GIS information will allow maintenance to better track storm facility maintenance needs.

**COMMENT:** National Pollution Discharge Elimination System (NPDES). Department of Ecology grants for NPDES permit.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	1,673	100		100		150				2,023
Land (R/W)										0
Const. Mgmt.										0
Construction										0
<b>TOTAL EXPENSES</b>	<b>1,673</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,023</b>
<b>FUND SOURCES</b>										
Awarded Grant	218									218
Proposed Grant										0
Mitigation Actual	100									100
Mitigation Expected										0
Utility Revenue	1,355	100	0	100	0	150	0	0	0	1,705
<b>TOTAL SOURCES</b>	<b>1,673</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,023</b>







## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Otak**, hereinafter referred to as "the Contractor," whose principal office is located at 700 Washington Street, Suite 300 Vancouver, WA 98660.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$365,996..**
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 25, 2021, and ending **December 31, 2023**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

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

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

**10. Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

**12. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

**13. Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

**14. Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**15. Notices.** Notices to the City of Tukwila shall be sent to the following address:

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

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

**16. Applicable Law; Venue; Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUKWILA

CONTRACTOR

\_\_\_\_\_  
Allan Ekberg, Mayor

By: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Address: 700 Washington Street, Suite 300

Vancouver, WA 98660

\_\_\_\_\_  
City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

# SMAP and SWCP

Fee Estimate

Summary of Otak, Inc. and all Subconsultants

Otak Project # 033383.000

10/1/2021



Task	Description	Otak, Inc.	Aspect Consulting	Total Hours	Total Budget by Task
<b>100</b>	<b>Project Management and Grant App</b>				
01	Contract and Schedule Management	48	4	52	\$7,866
02	Coordination	51	15	66	\$10,912
03	Monthly Progress Reporting	38	22	60	\$8,344
<b>200</b>	<b>Receiving Waters Assessment</b>				
01	Intake Existing Data	5	18	23	\$3,849
02	Verify Targets	2	6	8	\$1,315
03	Compile Additional Data	29	211	240	\$40,928
04	StoryMap (Optional)	4	18	22	\$3,569
<b>300</b>	<b>Basin Prioritization</b>				
01	Draft Prioritization Criteria	13	23	36	\$6,989
02	Public Outreach/Involvement	6	16	22	\$4,044
03	Finalize Prioritization Criteria and Basin Selection	10	77	87	\$15,195
04	Catchment Delineation and Selection	3	21	24	\$4,393
<b>400</b>	<b>Retrofit/Action Plan Concept Development</b>				
01	Draft Concept Plans	178	17	195	\$27,731
02	Final Concepts	95		95	\$11,944
<b>500</b>	<b>SMAP</b>				
01	Draft SMAP	61	40	101	\$14,708
02	Final SMAP	38	4	42	\$5,396
<b>610</b>	<b>SWCP Planning</b>				
01	Define the Products	32		32	\$3,854
02	Client Review & Update	14		14	\$1,587
<b>620</b>	<b>SWCP Discovery</b>				
01	Engineering and Asset Data Collection	30		30	\$3,966
02	Update Fish Passage Barriers Inventory	9		9	\$976
03	Interviews and Preliminary Field Trip with Staff	68		68	\$10,640
04	Document Known Issues	128		128	\$15,090
05	Summarize Existing Information	43		43	\$4,666
06	Screening	51		51	\$6,265
07	Regulatory & Operations Review	85		85	\$9,636
<b>630</b>	<b>SWCP Visioning</b>				
01	Scoring Criteria	46		46	\$5,574
<b>640</b>	<b>SWCP Solutions</b>				
01	Project Identification	69		69	\$9,890
02	Rate and Rank Draft Project List	81		81	\$8,970
03	Draft CIP Design	185		185	\$22,408
04	Final CIP Design and Fact Sheets	194		194	\$21,218
05	Update Surface Water Issues and Solutions	48		48	\$5,406
06	Update Atlas	31		31	\$4,328
<b>650</b>	<b>SWCP Funding</b>				
01	Prepare CIP Schedule and Table	30		30	\$4,398
02	Prepare CIP Cost Estimates	43		43	\$6,676
03	List Revenue Sources	60		60	\$7,576
<b>660</b>	<b>SWCP Implementation</b>				
01	Draft SWCP Update	215		215	\$23,704
02	Revised Draft SWCP Update	87		87	\$9,420
03	Adopted SWCP	40		40	\$3,913
04	Public Involvement and Adoption	44	4	48	\$7,152
	<i>Total Hours</i>	2214	496	2710	
	<i>Total Labor Cost</i>	\$273,990	\$90,506		<b>\$364,496</b>
	<i>Direct Expenses</i>	\$1,500			<b>\$1,500</b>
	<b>Project Total</b>	<b>\$275,490</b>	<b>\$90,506</b>		<b>\$365,996</b>

**SMAP and SWCP**

Fee Estimate

Otak, Inc.

Otak Project # 033383.000

10/1/2021

Task	Description	Labor Categories*														Total Hours	Total Budget by Task	Total Budget by Phase
		Sr. PIC/Sr. PM Civil	Planner IV	CE IX	CE IX	CE V	Designer IV	Designer III	Planner Assoc. IV	Planner Assoc. III	Sr. GIS Specialist	Scientist IV	Scientist I	Project Coord.	PA			
<b>100</b>	<b>Project Management and Grant App</b>																	
01	Contract and Schedule Management	2	26					10					8	2	48	6974		
02	Coordination		43						8						51	7497		
03	Monthly Progress Reporting		16						16				6	38	4648			
<b>200</b>	<b>Receiving Waters Assessment</b>																	
01	Intake Existing Data		1	2			2								5	781		
02	Verify Targets		1	1											2	353		
03	Compile Additional Data	1	8	4			16								29	4080		
04	StoryMap (Optional)		4												4	620		
<b>300</b>	<b>Basin Prioritization</b>																	
01	Draft Prioritization Criteria	1	10	2											13	2154		
02	Public Outreach/Involvement		6												6	930		
03	Finalize Prioritization Criteria and Basin Selection		8	2											10	1636		
04	Catchment Delineation and Selection		2	1											3	508		
<b>400</b>	<b>Retrofit/Action Plan Concept Development</b>																	
01	Draft Concept Plans	1	4	12	4	86			67	4					178	23770		
02	Final Concepts	1	4	12	2		40		36						95	11944		
<b>500</b>	<b>SMAP</b>																	
01	Draft SMAP	1	8	2					42	4			4	61	7056			
02	Final SMAP	1	8	2					21	2			4	38	4618			
<b>610</b>	<b>SWCP Planning</b>																	
01	Define the Products		4	2			4		8	10			4	32	3854			
02	Client Review & Update		2	1			2		4	1			4	14	1587			
<b>620</b>	<b>SWCP Discovery</b>																	
01	Engineering and Asset Data Collection		4	4			2	8		12				30	3966			
02	Update Fish Passage Barriers Inventory			1							1	6	1	9	976			
03	Interviews and Preliminary Field Trip with Staff		32	20			8	8						68	10640			
04	Document Known Issues		4	4			100		12	6			2	128	15090			
05	Summarize Existing Information		2	1			8	24	4	2			2	43	4666			
06	Screening		8	4			14		24	1				51	6265			
07	Regulatory & Operations Review		8			12			61				4	85	9636			
<b>630</b>	<b>SWCP Visioning</b>																	
01	Scoring Criteria		8	2		6			28				2	46	5574			
<b>640</b>	<b>SWCP Solutions</b>																	
01	Project Identification	1	8	18			22		12	4	4			69	9890			
02	Rate and Rank Draft Project List		2	2			34	41		2				81	8970			
03	Draft CIP Design		2	3	12		148	16		4				185	22408			
04	Final CIP Design and Fact Sheets		2	1	5		56		118				12	194	21218			
05	Update Surface Water Issues and Solutions		6		2				36				4	48	5406			
06	Update Atlas		4	2					20	4			1	31	4328			
<b>650</b>	<b>SWCP Funding</b>																	
01	Prepare CIP Schedule and Table		4	6		12			6				2	30	4398			
02	Prepare CIP Cost Estimates	1	2		18	8		12					2	43	6676			
03	List Revenue Sources	1	8	1		12	20		16				2	60	7576			
<b>660</b>	<b>SWCP Implementation</b>																	
01	Draft SWCP Update	1	24	4					168				18	215	23704			
02	Revised Draft SWCP Update		12						63				12	87	9420			
03	Adopted SWCP		3						17				20	40	3913			
04	Public Involvement and Adoption		24			4		12					4	44	6260			
	<b>Total Hours</b>	12	322	116	43	140	470	115	42	767	56	5	6	14	106	2214		
	<b>Annualized Billing Rate</b>	\$208	\$155	\$198	\$198	\$143	\$115	\$100	\$136	\$104	\$127	\$148	\$91	\$125	\$84			
	<b>Total Labor Cost</b>	\$2,496	\$49,910	\$22,968	\$8,514	\$20,020	\$54,050	\$11,500	\$5,712	\$79,768	\$7,112	\$740	\$546	\$1,750	\$8,904		\$273,990	
	<b>Direct Expenses</b>																\$1,500	
	<b>Project Total</b>																\$275,490	

\* Labor categories are representative of the staff who may perform the work and are used to develop a fee estimate. Staff in different categories may be used depending on availability, promotions, or other considerations.

## Tukwila SMAP and SWCP

Task	Work Element	Labor Budget Basis in Hours										Total Hours	Total Labor Budget	Other Direct Charges (ODC)	Subs	End Date	
		Associate	Project 1	Staff 2	Senior 1	Project 2	Project 1	Sr. Editor	Principal 1	Senior 3	Staff 2						Coordinator 3
		\$ 223.00	\$ 155.00	\$ 129.00	\$ 195.00	\$ 166.00	\$ 155.00	\$ 124.00	\$ 258.00	\$ 223.00	\$ 129.00	\$ 113.00					
100	<b>Phase 100 Project Management and Grant Application</b>																
100	100.01 Contract & Schedule Management	4											4	\$ 892			
100	100.02 Coordination	13							2				15	\$ 3,415			
100	100.03 Monthly Progress Reporting	11									11		22	\$ 3,696			
200	<b>Phase 200 Receiving Waters Assessment</b>																
200	200.01 Intake Existing Data	4		4		10							18	\$ 3,068			
200	200.02 Verify Targets	2		4									6	\$ 962			
200	200.03 Compile Additional Data	46		12	2	119	30	2					211	\$ 36,848			
1000	-Story Map (optional stand-alone task)	3				10		5					18	\$ 2,949			
300	<b>Phase 300 Basin Prioritization</b>																
300	300.01 Draft Prioritization Criteria	15	2			4			2				23	\$ 4,835			
300	300.02 Public Outreach/Involvement	10	3.5			1		0.5			1		16	\$ 3,114			
300	300.03 Finalize Prioritization Criteria and Basin Selection	23	8	8		30	6	2					77	\$ 13,559			
300	300.04 Catchment Delineation and Selection	7				14							21	\$ 3,885			
400	<b>Phase 400 Retrofit/Action Plan Concept Development</b>																
400	400.01 Draft Concept Plans	8							8		1		17	\$ 3,961			
400	400.02 Final Concept Plans	All Otak															
500	<b>Phase 500 SMAP</b>																
500	500.01 Draft SMAP	16				20		2	2				40	\$ 7,652			
500	500.02 Final SMAP	2				2							4	\$ 778			
660	<b>Phase 660 SWCP - Implementation</b>																
660	660.01 Draft SWCP Update																
660	660.02 Revised Draft SWCP Update																
660	660.03 Adopted SWCP																
660	660.04 Public Involvement and Adoption	4											4	\$ 892			
<b>Total</b>		168	13.5	28	2	210	36	11.5	14			13	496	\$ 90,506			



**City of Tukwila**  
**Stormwater Management Action Plan**  
**And Surface Water Comprehensive Plan**  
**Otak Project #33383**  
**October 1, 2021**

## **Project Understanding**

The City of Tukwila operates and maintains a municipal storm sewer system (MS4) serving the City limits. The MS4 operates in a city anchored by commercial, industrial, and residential development within the Green and Duwamish Watershed. Under the Western Washington Phase II Municipal Stormwater Permit (Permit), issued by the Washington State Department of Ecology (Ecology), the City is required to develop a Stormwater Management Action Plan (SMAP) which provides a strategic framework and requirements for the management of the City's stormwater in a priority basin. In conjunction, the City seeks to issue a new Surface Water Comprehensive Plan (SWCP) by updating the SWCP prepared in 2013 by CH2MHILL.

The SMAP and its components should be prepared to meet the Permit requirements, including deadlines in March 2022, June 2022, and March 2023.

The plans shall address the expansion of regulatory requirements, the changing stormwater and surface water management techniques and strategies, and establish management goals and projects for the future. These plan(s) shall also reflect the surface water capital and non-structural investments that the City has made since the previous edition. The final document shall provide a framework for the City's surface and storm water program moving forward including capital planning projects for the next 10 years.

The City began to meet the SMAP requirement in 2021, with a preliminary receiving waters assessment memo prepared by Otak.

## **Project Guidance / Reference Documents**

- City of Tukwila Request for Proposals for a Stormwater Management Action Plan (SMAP) and Surface Water Comprehensive Plan (SWCP)
- Otak and Aspect team proposal for City of Tukwila Stormwater Management Action Plan (SMAP) and Surface Water Comprehensive Plan (SWCP), July 22, 2021
- 2013 Surface Water Comprehensive Plan, CH2MHILL for City of Tukwila, February 2013
- Western Washington Phase II Municipal Stormwater Permit, Department of Ecology, 2019-2024
- Stormwater Management Action Planning Guidance: Phase I and Western Washington Phase II Municipal Stormwater Permits, Department of Ecology, August 2019
- Building Cities in the Rain: Watershed Prioritization for Stormwater Retrofits, Washington Department of Commerce, September 2016
- Preliminary Receiving Waters Assessment and Stormwater Management Influence memorandum, Otak, February 24, 2021



## Overall Project Assumptions

- The project length is 24 months.
- Meetings and workshops will be held virtually unless otherwise specified.

## Scope of Work

### Phase 100 Project Management

The purpose of this task is to provide Project Management and Administration services during development of the SMAP and SWCP as well as to develop a grant application to fund Phases 400 and 500 of the project.

#### 01 Contract & Schedule Management

Consultant shall:

- a. Prepare a project work plan.
- b. Develop and maintain a detailed project schedule, identifying critical tasks necessary to meet the project timeline. Up to four updates.
- c. Develop an abbreviated quality assurance and quality control plan for project deliverables.
- d. Manage the contract and subconsultant contract(s).

#### 02 Coordination

Consultant shall:

- a. Maintain regular communication and attend up to 20 one-hour coordination meetings with the City, including a project start up meeting to discuss project goals, work plan, schedule, and expectations. The project managers will charge to this task. Other consultant team members attending these meetings will charge to the task(s) they are currently working on. Meeting summaries will focus on decisions and action items.
- b. Maintain regular communication among the team and hold up to 30 30-minute internal coordination meetings. The project managers will charge to this task. Other team members attending these meetings will charge to the task(s) they are currently working on.
- c. Prepare and maintain a decision log shared with the City.

#### 03 Monthly Progress Reporting

Consultant shall:

- a. Prepare and submit monthly invoices and monthly project status reports (23). Status reports list activities completed, issues/needs, and a budget status summary using an earned value analysis.

### Phase 100 Deliverables

- Project work plan
- Project schedule and up to three updates
- Abbreviated quality assurance and quality control plan
- Coordination meeting summaries focused on action items
- Decision log and routine updates
- Monthly project status reports

## Phase 100 Assumptions

- The project duration is 24 months.
- Coordination meetings may be more frequent at the beginning and during times of intense work and less frequent at other times.

## Phase 200 Receiving Waters Assessment

Otak completed a preliminary receiving water assessment in early 2021. This assessment gathered much of the data recommended for inclusion by the SMAP guidance from Ecology and the Building Cities in the Rain methods. The preliminary assessment included:

- Basin delineation
- Identified designated uses and associated water quality standards for the receiving waters
- Gathered water quality data from multiple sources including Ecology, King County, and the USGS
- Gathered GIS data including land use, land cover, roads, density, etc.
- A Long Term Hydrologic Impact Assessment (L-THIA) model for existing land uses and conditions

The preliminary receiving water assessment identified four basins (Green/Duwamish River, Gilliam Creek, P17, and Johnson Creek) for further analysis. Remaining work in Phases 200 through 400 will take place in these four basins.

### 01 Intake Existing Data

Consultant shall:

- a. Review and confirm the findings of the preliminary assessment.

### 02 Verify Targets

Consultant shall:

- a. Review and confirm designated uses and associated water quality standards for the four basins.
- b. Any changes that are identified will require re-assessment of the water quality data in the affected watershed to ensure that the assessment is accurate.

### 03 Compile Additional Data

The final assessment will seek to add in additional information to the assessment following the guidance from Ecology and the Building Cities in the Rain methods.

Consultant shall consider:

- a. Any additional water quality data that was not included in the preliminary assessment. Such as:
  - Water quality data that has been released since the preliminary assessment was completed
  - Known water quality or habitat issues documented by the City
- b. Areas of upcoming development pressure. This includes current or planned redevelopment, infilling, zoning changes, etc.
  - Using future land cover and land use plans, update land use areas in any GIS and a future conditions L-THIA analysis in any of the four basins, as needed.
- c. Evaluate effects on overburdened communities. The USEPA's EJScreen and Washington State Department of Health's Health Disparity Map will be evaluated for each basin. Information from the City (if available) will also be evaluated as part of this analysis.
- d. Develop a methodology for determining relative stormwater management influence. The overall improvement from SMAP actions could be affected by the City's existing MS4 system, availability of land,

current land use, relative percentage of basin within City jurisdiction, unique characteristics of the receiving water, etc. These factors will be assessed for each basin.

- e. Apply methodology and document the relative stormwater management influence of the four basins.

GIS Web Maps will be used to document and convey the results of the receiving water assessment. Consultant shall:

- a. Develop Web Maps to show the extent of the water quality concerns, development pressures, relative ability to improve conditions through stormwater management, etc.

A watershed inventory is required per the Permit S5.C.1.d.i.

Consultant shall:

- a. Develop a watershed inventory table (of all nine basins) for submittal to the Washington State Department of Ecology (Ecology). This table will be based on Table 1 of the Preliminary Receiving Waters Assessment memorandum and meet the requirements of the Permit S5.C.1.d.i and will include for each basin:
  - Receiving water name
  - Total watershed area
  - Percentage of watershed in Tukwila's jurisdiction
  - Stormwater management influence
  - Indication whether or not basin is included in prioritization process
- b. Prepare a map of all the basins.
- c. Update the preliminary assessment memorandum to document the results of the receiving water assessment.

## 04 StoryMap (Optional)

If requested by the City, Consultant shall:

- a. Compile the Web Maps and the data behind them into a Story Map that can be used by the City and Consultant team for internal communication and understanding of the results of the assessment.
- b. Modify or update the Story Map for communicating with stakeholders and the public.

## Phase 200 Deliverables

- Watershed Inventory Table per Permit S5.C.1.d.i and map of all basins
- Draft assessment of receiving waters memorandum
- Final assessment of receiving waters memorandum
- Relative Stormwater Management Influence methodology, draft and final
- Web Maps
  - GIS Story Map summarizing receiving water characteristics by basin OR GIS coverages that consolidate information presented tabularly in the excel table. Scope and fee include GIS Story Map as contingency but development of Story Map must be authorized separately by City.

## Phase 200 Assumptions

- The receiving waters assessment will be limited to the four basins highlighted in the preliminary receiving waters assessment (Green/Duwamish River, Gilliam Creek, P17, Johnson Creek).
- The City will provide the Consultant with all relevant data available for receiving waters including, but not limited to, the following:
  - GIS coverages (as available) including basin delineations, impervious surface coverage, stormwater facilities, zoning, wetlands, streams, conveyance networks, transportation networks, and water quality data.

- Basin plans, water quality studies, hydrologic modeling reports, and other relevant City documents.
- These resources will be used for follow-up questions and coordination and for map preparation to document receiving water conditions in each basin or sub-basin.
- Consultant will not collect any new water quality data or perform any other field work as part of the assessment.
- The City will provide input information (as available) on expected land use and growth projections for receiving waters within the four basins.
- GIS files produced during the project and a PDF of screen shots of the web content will be provide at project closeout. Aspect Consulting will host Web Maps and Story Map (if authorized by City) throughout the duration of the project and an additional six months past project closeout. Aspect can continue to host the Story Map after project closeout at a cost of \$500/year. Transfer of Story Map files to be hosted elsewhere is not included in this scope of work.
  - Story Map cost estimate includes one consolidated round of revisions.
- One round of comments and revision is assumed for the final assessment memorandum.

## Phase 300 Basin Prioritization

Data compiled in Phase 200 will be used for prioritizing receiving waters and will be used to determine a high-priority receiving waters to develop a Stormwater Management Action Plan (Phase 400).

### 01 Draft Prioritization Criteria

The Consultant shall:

- a. Develop draft prioritization criteria based on City input, the SMAP guidance from Ecology and the Building Cities in the Rain guidance. The draft prioritization criteria will include up to 10 factors. Examples of factors that could be assessed include:
  - Level of impairment
  - Relative stormwater management influence
  - Public importance or community value
  - Cost effectiveness
  - Availability of land
  - Planned future development
- b. Prepare draft criteria and example scenarios for discussion.
- c. Meet with City staff to discuss the draft prioritization criteria and to ensure that the criteria are aligned with City priorities and values.

### 02 Public Outreach/Involvement

Input from the public and stakeholders will help shape the prioritization criteria.

The Consultant shall:

- a. Prepare a brief draft informational overview of the purpose, goals, process, and expected benefits of SMAP for inclusion in the City's digital newsletter (The Hazelnut) and which can be emailed by the City to tribal representatives.
- b. Provide the final informational overview incorporating one round of City review and comments.
- c. Review any public and stakeholder feedback and develop recommended responses for potential consideration and/or inclusion in the prioritization process. Transmit the recommended responses to the City for review and hold a 1-hour follow-up meeting with the City to discuss the recommendations.

### 03 Finalize Prioritization Criteria and Basin Selection

Final criteria will be used to compare and rank receiving waters. Consultant shall:

- a. Incorporate City and public comments into the final criteria.
- b. Apply final criteria to the basins that were assessed under Phase 200.
- c. Prepare a draft table of the ranked basins to the City for comment.
  - Criteria may be modified if results are not consistent with what is known about receiving waters. If this occurs, another draft list will be prepared using modified criteria.
- d. Meet with City staff to discuss the draft list.
- e. Following comments, prepare a final ranked list of receiving waters along with documentation of the selection process and the data that support the selection of the receiving water for the SMAP development.

### 04 Catchment Delineation and Selection

Once a basin is selected, it may be divided into catchments if appropriate. Consultant shall:

- a. Delineate catchments in GIS using existing drainage, surface water, topography, and other appropriate data. Once catchments are delineated, they will be evaluated using the developed prioritization criteria to select the catchment for the development of the retrofit/action plan and SMAP.

### Phase 300 Deliverables

- Draft Prioritization Criteria
- Public Outreach/Involvement Materials
  - Draft and final informational overview of the purpose, goals, process, and expected benefits of SMAP for publication in The Hazelnut and for City to distribute to Tribes and environmental stakeholders
  - Recommended responses to public/stakeholder feedback
- Final Prioritization Criteria
- Draft excel table of ranked receiving waters
- Catchment delineation
- Final excel table of ranked receiving waters and selection of receiving water for Stormwater Management Action Plan.
  - Table will divide selected receiving water into catchments and selected catchment will be identified for Stormwater Management Action Plan
- Webmaps, and brief memorandum summarizing selection methods, ranking process, and prioritized basin for reporting to Ecology under S5.C.1.d.ii.

### Phase 300 Assumptions

- All meetings are assumed to be virtual with no associated travel costs.
- The City and up to two members of the consultant team will attend a 1.5-hour meeting to develop criteria to prioritize receiving waters.
- The City and up to two members of the consultant team will attend one 1-hour meeting to discuss draft prioritization results.
- Consultant will submit draft and final SMAP informational overview to City via email.
  - City will compile all edits and comments on draft overview into single document.
  - Cost estimate includes one round of revisions.
- City will coordinate inclusion of SMAP information overview in City's digital newsletter.
- City will send SMAP information overview to tribes and environmental stakeholders
- City will compile all responses and feedback from public, tribes, and environmental stakeholders into document and transmit to consultant via email.

- The City and up to two members of the consultant team will attend one 1-hour meeting to discuss recommendations from the public outreach process.
- The City and up to two members of the consultant team will attend one 1-hour meeting to discuss final catchment selection results
- The final list of ranked receiving waters will be prepared following City approval and agreement.
- The City will make final determination and select the high-priority receiving water to develop a Stormwater Management Action Plan.
- Catchment delineation will only be completed within the selected basin.
- All data may not be applicable for the final catchment selection. For example, a basin may only have water quality data from a single point rather than from each catchment so a comparison of water quality data may not be appropriate. Final catchment selection will utilize data that allows for comparisons between catchments relative to the prioritization criteria.

## **Phase 400 Retrofit/Action Plan Concept Development**

Within the priority basin, the Consultant will identify and develop stormwater management capital improvements, policies, and programmatic actions that could be implemented in the priority basin following 2019 SMAP Guidance. If a priority catchment has been selected, the SMAP will be prepared for the catchment.

### **01 Draft Concept Plans**

Consultant shall develop draft concept plans:

- a. In a meeting with City staff attended by up to four consultant team members, discuss and select alternatives for a suite of CIPs, policies, and programmatic actions; document discussion and selection in meeting notes.
- b. Develop up to three draft planning-level capital improvement projects in the priority basin/catchment, presented as a draft CIP fact sheet.
- c. Develop up to one draft policy white paper or up to one draft planning-level targeted SWMP action in the priority basin/catchment, presented as a draft program fact sheet.
- d. Prepare a draft planning-level costs for each solution. CIP costs will include land acquisition, City's administrative costs, design, construction, and contingency. Costs for non-structural management actions will include City's administrative costs, one-time costs, and average annual costs.

### **02 Final Concept Plans**

Consultant shall develop final concept plans:

- a. Finalize planning-level capital improvement projects in the priority basin/catchment
- b. Finalize policy white paper or SWMP action
- c. Finalize planning-level costs for each solution. CIP costs will include land acquisition, City's administrative costs, design, construction, and contingency. Costs for non-structural management actions will include City's administrative costs, one-time costs, and average annual costs.
- d. Prepare a final CIP fact sheet for each CIP
- e. Prepare a final Program fact sheet for each programmatic/targeted SWMP action

## **Phase 400 Deliverables**

- Alternative selection meeting notes
- Draft and final planning-level CIP fact sheets (up to three)
- Draft and final policy white paper or program fact sheet (one)
- Draft and final cost estimates

## Phase 400 Assumptions

- The City hopes to secure a grant from the Department of Ecology to fund Phases 400 and 500. The grant agreement will control the scope of work for this phase, so scope of work for this phase may be amended based on grant requirements.
- The fee estimate shows a typical mix of staffing assignments for CIP development, but the actual assignment between our scientist and engineering, etc., will likely change based on the desired CIPs.

## Phase 500 SMAP

The SMAP plan will be a standalone document suitable for submittal to Ecology to satisfy part of the City's NPDES Western Washington Phase II municipal stormwater permit stormwater planning requirement and suitable to serve as an appendix to the SWCP.

### 01 Draft SMAP

Consultant shall:

- a. Write the draft SMAP. The SMAP is assumed to be 10 pages in length, not including attachments, with the following sections:
  - Introduction
  - Regulatory Context
  - Summary of Receiving Waters Assessment
  - Summary of Basin Prioritization
  - Priority Basin Plan
  - Implementation Schedule
  - Budget Sources
  - Adaptive Management
  - Conclusion
- b. Compile the final reports and fact sheets from Phases 200, 300, and 400 as attachments to the plan.

### 02 Final SMAP

Consultant shall:

- a. Write the final SMAP, incorporating City comments.

## Phase 500 Deliverables

- Draft and final SMAP

## Phase 500 Assumptions

- The City hopes to secure a grant from the Department of Ecology to fund Phases 400 and 500. The grant agreement will control the scope of work for this phase, so scope of work for this phase may be amended based on grant requirements.
- City to compile comments and resolve conflicting direction before returning comments on drafts.

## Phase 610 SWCP – Planning

Phases 610 through 660 encompass the preparation of the SWCP.

## 01 Define the Products

This task has been included to clearly set expectations for the products for the SWCP that will result from this project.

Consultant shall:

- a. Review 2013 SWCP and appendices and prepare a draft SWCP outline with annotations. Annotations will summarize the amount of update needed for each section, new sections, usefulness of existing appendices, and status of previous CIP projects.
- b. Prepare a draft title block for printed map products
- c. Prepare draft graphic layouts for a CIP fact sheet
- d. Coordinate with the City on the types of known issues/projects to be collected during the study. This will be used to develop the project GIS.
- e. Hold a GIS Coordination meeting between Otak and Aspect to agree on division of labor for GIS tasks, file sharing strategies, data organization, and data formats
- f. Hold a Cost Estimating Coordination meeting between Otak and Aspect to agree on approach and format for cost estimating

## 02 Client Review & Update

Consultant shall:

- a. Review and update products to incorporate City comments

### Phase 610 Deliverables

- Draft and final title block for printed map products
- Draft and final graphic layouts for a CIP fact sheet
- Draft and final SWCP outline

### Phase 610 Assumptions

- One round of review is included
- Fact sheet layouts will also be used in Phase 400 for the CIP designs for SMAP

## Phase 620 SWCP Discovery

The purpose of this task is to identify known issues within the surface water systems, comprising storm system, surface water bodies, and levees as well as policy or programmatic gaps. Information will be gathered primarily from interviews and field trips with staff.

## 01 Engineering and Asset Data Collection

Engineering and asset information will be collected.

Consultant shall:

- a. Prepare a detailed information request for engineering and asset information. Examples include utilities data in GIS, existing reports and studies that identify known issues or projects, and related City CIP lists.
- b. Prepare a spreadsheet to document existing information provided by the City and its use/usefulness.
- c. Set up a project GIS and online map to document known issues, other/related City CIP project locations, field investigation sites, potential projects, and CIP project locations.



## 02 Update Fish Passage Barriers Inventory and Assessment

Consultant shall:

- a. Create a brief addendum to the “City of Tukwila Fish Passage Barrier Inventory” by CH2M HILL within Appendix B of the 2013 SWCP to update the status of the documented fish passage barriers that have been removed or that now have a different status. No additional fish passage barriers will be identified as part of this task.

## 03 Interviews and Preliminary Field Trips w/ Staff

Consultant shall:

- a. Attend two, two-hour workshop with City staff to interview them and collect additional background knowledge, existing practices, problem locations, other stormwater and surface water issues and potential project ideas.
- b. Conduct up to two, one-day preliminary field trips with City staff to view key stormwater facilities, stream segments, and problem locations. Sites will be selected by the City’s team, and the City will provide driving directions or addresses.
- c. Take notes and photographs of sites. Document sites in the project GIS

## 04 Document Known Issues

Consultant shall:

- a. Based on interviews and preliminary field trip, document locations of known issues in the project GIS. Opportunities to retrofit areas for water quality and/or flow control may be included if City wishes. Up to 90 issues are expected overall.
- b. Describe the following attributes of each known issue: name, description, type, source, year last observed (if known), and status.
- c. Document adopted surface water CIP projects that have not begun construction in the project GIS.
- d. After documenting the collected known issues, provide an online map where City staff may review documented known issues, update missing information, and document additional ones.
- e. Show existing land use, land cover, topography, storm system, and basins in the online map.

## 05 Summarize Existing Information

Throughout the project, existing conditions, assets, and analyses will be stored in an interim online GIS map. Interim mapping and analytical deliverables will be presented in the online interface.

Consultant shall:

- a. Attend a two-hour meeting with the City to review results of existing information compilation and discuss options and priorities for field and technical analyses.
- b. Prepare a brief memo summarizing existing information, known issues, and recommendations.

## 06 Screening

The purpose of this task is to reduce the number of known issues that will be considered further.

Consultant shall:

- a. With City participation, develop screening criteria for known issues. The purpose is to bin known issues into three bins: candidates for CIPs, candidates for systematic/programmatic solutions such as the Annual Small Drainage Program, and no further action.

- b. Attend a two-hour meeting with the City to agree on the approach to screening the long list of known issues. It is anticipated that key staff from Public Works and other departments will be invited to the meeting, as guided by the City's Project Manager.
- c. Apply screening criteria to develop a list of up to 15 known issues that are candidate CIP projects; this list may include projects on the existing SWCP CIP that have not been implemented.
- d. Update the project GIS and online map with screening information.

## 07 Regulatory & Operations Review

The purpose of this task is to gather information for the update of SWCP Sections 3 and 6. A regulatory gap analysis was completed by the City in 2020 to compare the City's ongoing stormwater management program with the NPDES 2019 Phase II Western Washington Municipal Stormwater Permit. Since then, the City has begun working toward implementing some of the new requirements. Appendix C should include a brief update of the gap analysis, and Section 3 should describe the City's plans to meet the new permit requirements. Section 6 will be revised to describe the City's current policies and practices relating to maintenance and operation of the storm sewer system.

Consultant shall:

- a. Document in a list the policies, operational SOPs, guidelines, route maps, and reference materials used by City staff relating to storm sewer operations and NPDES permit compliance.
- b. With City's approval, select up to five items to review in more detail, and review them.
- c. Attend a two-hour meeting with the City to gather information on the City's current operations policies and practices.
- d. Update the 2020 regulatory gap analysis with any new progress on compliance.
- e. Update Appendix C of the current SWCP (regulations and policies).
- f. Update Section 6 of the current SWCP with operations and maintenance policies and practices (draft).

## Phase 620 Deliverables

- Existing information spreadsheet
- Online GIS map of known issues and potential projects
- Existing information and known issues memorandum
- Updated known issues online map
- Screening criteria
- List of 15 known issues that are candidate CIP projects
- Updated regulatory gap analysis, draft and final
- Updated Appendix C, Regulations and Policies, draft and final
- Updated Section 6, Operations and Maintenance, draft

## Phase 620 Assumptions

- The planning area is defined by the City limits.
- Basins will not be redelineated from the 2013 SWCP.
- Engineering/asset staff workshop (item 620.01.) may be attended by up to three Consultant staff.
- City will mark up the Fish Passage Barrier Inventory table (Table 1 of CH2M HILL memo in Appendix B) to indicate barriers that have been removed since the 2011 memorandum to the extent that they are aware. Other than City's institutional knowledge, barrier status will be updated using WDFW's fish barriers GIS. Barriers will not be removed from the list without confirmation from City staff. It is assumed that no new barriers will be identified.
- Preliminary field trips (item 620.03) will be attended by up to two Consultant staff.
- City will arrange for right-of-entry, where necessary, for field trips

## **Phase 630 SWCP – Visioning**

The purpose of this task is to integrate the City’s values and goals into project selection. A scoring matrix will be developed for the City to evaluate the benefits of potential stormwater projects and establish a priority list for implementation. The rating system will focus on quantifying project benefits.

### **01 Scoring Criteria**

Consultant shall:

- a. Develop a matrix of scoring criteria for City to distribute to internal stakeholders.
- b. Revise matrix based on feedback.

### **Phase 630 Deliverables**

- Project scoring criteria, draft and final

### **Phase 630 Assumptions**

- The draft scoring matrix will be presented at a meeting attended by up to two Consultant Otak staff.
- One round of review of the scoring criteria is included.

## **Phase 640 SWCP – Solutions**

### **01 Project Identification**

Consultant shall:

- a. Develop a potential project idea for each of the 15 screened known issues. Document as potential projects in the project GIS and update online map.
- b. Describe the following attributes of each potential project in the GIS: name, description, type, associated known issue(s), and associated field site(s).
- c. Attend up to two two-hour meetings with the City to review and discuss the draft project list.
- d. Update the GIS and online map.

### **02 Rate and Rank Draft Project List**

Consultant shall:

- a. Develop a multi-criteria analysis spreadsheet tool based on the agreed scoring criteria to rating the benefits of stormwater projects.
- b. Rate and rank the draft list of potential projects along with incomplete projects on the current SWCP CIP
- c. Meet with City in a two-hour meeting to review and discuss prioritized projects: Populate online map with project scores and ranks.
- d. Revise criteria (minor adjustments), score values, and/or project scores in response to stakeholder feedback.
- e. Re-rate projects based on revisions.
- f. Select up to 7 highly-rated new projects to further develop as the CIP, and select up to 8 current SWCP CIPs that have not been implemented to update cost estimates; verify selections with the City.
- g. Update GIS and online map.

### 03 Draft CIP Design

Consultant shall:

- a. Review information and GIS data (storm system, soils, topography, utilities, land use, land ownership, development plans, groundwater, target pollutants, etc.) for each high priority project area.
- b. Delineate drainage basins for project sites and estimate flows and volumes necessary for initial BMP/pipe sizing.
- c. Rough locations and facility footprints will be estimated.
- d. If needed, spend up to one day visiting the selected CIP sites.
- e. Develop up to 7 draft planning-level capital improvement projects.
- f. Develop a draft project narrative (two paragraphs) for each.

### 04 Final CIP Design & Fact Sheets

Consultant shall:

- a. Finalize CIP designs.
- b. Write a draft fact sheet for each CIP.
- c. Write a final fact sheet for each CIP.
- d. Update GIS and online map, if needed.
- e. Prepare a succinct written SWCP CIP Section (Solutions) narrative that discusses the problem areas, categories of problems (including SMAP projects), and preferred solutions. The narrative will refer to the fact sheets and will include the CIP table (schedule, sequencing, costs) developed under Phase 650.

### 05 Update Surface Water Issues and Solutions

Consultant shall:

- a. Update the list and brief description of types of solutions within Appendix D of the current SWCP, draft and final.
- b. Update Appendix E of the current SWCP.

### 06 Update Atlas

Consultant shall:

- a. Create a new atlas as the replacement for Appendix A of the current SWCP. The Atlas will document
  - The City's stormwater system and water bodies
  - Basins and catchments used for SMAP
  - Locations of known issues (indexed to a list of known issues)
  - Locations of potential projects (indexed to a list of potential projects)
  - Locations of CIPs (indexed to a list of CIPs)

### Phase 640 Deliverables

- 15 project concepts
- Project prioritization, draft and final
- List of selected CIPs (8)
- 7 planning-level CIP fact sheets, draft and final
- Updated Appendix D, draft and final
- Updated SWCP CIP Section, draft
- Replacement Appendix A (atlas), draft and final

## Phase 640 Assumptions

- This task assumes no additional data acquisition, such as survey, and no modeling
- Meetings will be attended by up to three Consultant staff
- One round of review of each deliverable

## Phase 650 SWCP – Funding

### 01 Prepare CIP Schedule and Table

Based on project sequencing and priorities, the Consultant team will prepare a draft 10-year schedule for identified stormwater projects, including up to 15 projects, including new CIPs and projects remaining from the 2013 SWCP.

Consultant shall:

- a. Prepare a draft 10-year schedule for identified stormwater projects
  - Multi-year projects will be shown as such with the activities (design/permitting versus construction) and necessary funding broken out by year
- b. As the project list and schedule are developed, prepare a draft master stormwater CIP table showing recommended projects and costs by year.
- c. Costs will be developed as described in Phase 650-02 below. Smaller projects, such as minor spot repairs and ongoing incremental system upgrades, are assumed to have been binned into the annual R&R category and will require no further analysis or estimating, and will use an annual allocation rather than estimating costs based on identified issues. Consultant will coordinate with the City regarding the City's desired R&R or small projects funding allocation. Provide the draft CIP table to the City for review and comments.
- d. Meet with the City to review and discuss comments on the CIP table, make adjustments, and obtain direction necessary to prepare the final table. The final CIP table will be prepared for submittal to the City and inclusion in the updated SWCP CIP Section.

### 02 Prepare CIP Cost Estimates

Cost estimates will be developed for up to 15 CIPs, whether new or remaining in the 2013 SWCP.

Consultant shall:

- a. Develop planning level costs. These costs will be developed using professional judgement and recent experience of team members with similar projects. A planning level contingency will be used as well. The overall planning level estimate will be broken out into design, permitting, land/easement as needed. Updated planning level costs will be estimated for projects remaining from the prior CIP. The cost estimating detail will vary depending on available CIP information – for instance CIPs with fact sheets (with maps/approximate footprints) will provide more information for cost estimating than projects that only have a location and description.
- b. Feed the cost estimates into the CIP table developed under Task 650-01.
- c. Prepare a narrative description of the cost estimating methodology for inclusion in the overall CIP Section prepared by Otak under Task 640-04.

### 03 List Revenue Sources

Consultant shall:

- a. Research and list possible sources of revenue for CIP projects - specifically City general fund, grants, loans, general stormwater utility revenue, and stormwater utility CIP surcharges.
- b. Identify CIP projects that likely receive runoff from WSDOT ROW and roughly estimate the portion of the project costs that may be eligible to use funds collected from WSDOT under SB 5505. This will involve a desktop screening of the up to 15 CIP projects to identify if any projects appear to likely receive significant runoff (directly or indirectly) from WSDOT limited access highway ROW. For projects appearing to receive significant runoff, Aspect will complete a cursory review of the contributing drainage area and, to the extent feasible, estimate the approximate portion/share of the CIP cost that could be eligible for WSDOT funds.
- c. Prepare a draft and final Stormwater CIP Revenue Sources narrative for inclusion in the updated SWCP. The narrative will also include a write-up about potential WSDOT funding, amounts, and requirements and recommendations for charging WSDOT stormwater utility fees.

### **Phase 650 Deliverables**

- CIP Schedule and Table, draft and final
- 15 planning-level CIP cost estimates, draft and final
- List of possible revenue sources for CIPs
- List of CIPs and incomplete projects on the 2013 SWCP CIP list that are eligible for use of fees collected from WSDOT for design and construction and estimate of proportion eligible for funding from fees collected from WSDOT
- Stormwater CIP Revenue Sources narrative (draft and final)

### **Phase 660 SWCP – Implementation**

The purpose of this phase is to prepare the Surface Water Comprehensive Plan 2023 Update.

#### **01 Draft SWCP Update**

Consultant shall:

- a. Update the SWCP
- b. Prepare a cover in InDesign
- c. Compile appendices

#### **02 Revised Draft SWCP Update**

Consultant shall:

- a. Log significant comments and respond to them
- b. Revise the SWCP based on comments

#### **03 Adopted SWCP**

Consultant shall:

- a. Log significant comments and respond to them.
- b. Revise the SWCP based on comments.
- c. Produce a print quality PDF with working links and bookmarks.
- d. Print, bind, and deliver up to seven copies of the adopted plan.
- e. Finalize and archive data; export online data to an off-line project geodatabase containing data and analyses collected and created by Consultant .

## **04 Public Involvement and Adoption**

Consultant shall:

- a. Prepare a SEPA Checklist for the SWCP, including the SMAP.
- b. Prepare a presentation for City Council (may be either adapted from existing Story Map(s) developed in earlier phases or a PowerPoint).
- c. Attend up to two City Council Committee meetings or meetings of the full City Council.

### **Phase 660 Deliverables**

- Draft SWCP with appendices (PDF)
- Revised draft SWCP with appendices (PDF)
- Adopted SWCP with appendices (PDF with functional links and bookmarks)
- Project geodatabase
- Completed comment log
- City Council presentation

### **Phase 660 Assumptions**

- The SWCP will use a new format
- Text from 2013 SWCP will be copied and updated as appropriate
- City will compile comments, provide a single set of comments for each draft, and resolve conflicting direction from commenters
- Comments on grammar, formatting, typographical errors, minor errors, and minor requests for changes will not be logged
- Up to two Consultant staff to attend the Council meetings
- Assumes the SEPA process results in a determination of non-significance and requires a two-week public review process
- City staff prepares the SEPA notice and publications







**TO: Transportation & Infrastructure Services Committee**  
**FROM: Nora Gierloff, DCD Director**  
**BY: Alison Turner, Sustainable Transportation Program Manager**  
**Chris Andree, Sustainable Transportation Outreach Coordinator**  
**CC: Mayor Ekberg**  
**DATE: October 8, 2021**  
**SUBJECT: TDM Program Update**

## **ISSUE**

The Transportation Demand Management (TDM) Program continues to provide transportation resources and incentives to the residential and business communities in Tukwila and south King County to promote sustainable modes of transportation (e.g., transit, walk/bike/roll, carpool, vanpool, telework).

## **BACKGROUND**

The TDM Program administers the Commute Trip Reduction Program for CTR-affected employers in Tukwila, and provides regional TDM services to residents and employers in south King County. The Program is currently bolstered by additional grant-funded sources: passthrough funding from King County Metro; a WSDOT Regional Mobility Grant; and an incoming federal Congestion Mitigation and Air Quality Improvement Grant. The Program has evolved from a commute trip focus to an “all trips” focus, in recognition that most trips are non-commute trips.

## **DISCUSSION**

The TDM Program uses various strategies to encourage non-drive alone travel including in-person outreach; assistance to employers to provide transportation benefits and support to workers; incentivization of non-drive alone travel; and partnership with nonprofits, community-based organizations, transit agencies, and government organizations. COVID-19 had a significant impact on transportation and the Program pivoted to address needs and try new methods of reaching transportation users. Current activities include ongoing transportation outreach, developing partnerships, and providing small grants for bicycle and pedestrian amenities.

## **FINANCIAL IMPACT**

The TDM Program is grant-funded with no impact to the general fund.

## **RECOMMENDATION**

Discussion Only



# TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM UPDATE

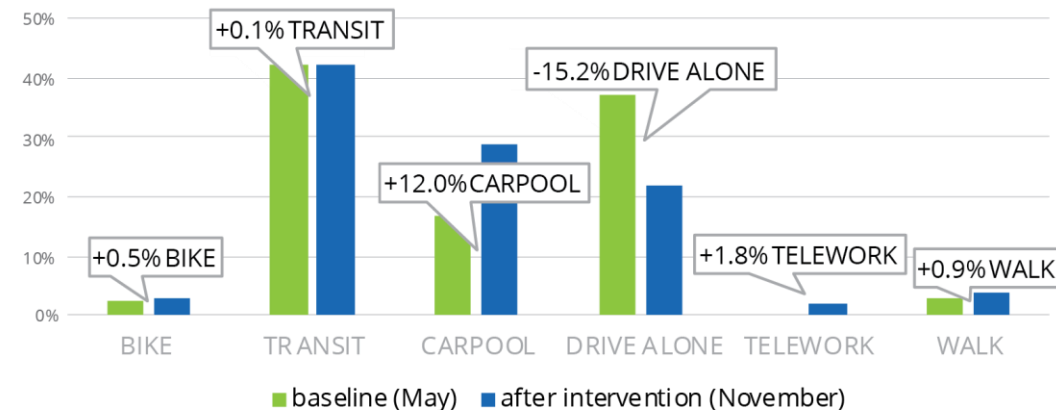
Alison Turner, Sustainable Transportation Program Manager  
Chris Andree, Sustainable Transportation Outreach Coordinator

# PROGRAM HISTORY

- The Program started with Commute Trip Reduction, which requires large employers to work to reduce employee drive-alone trips
- Expanded scope of the TDM Program to a regional, “all trips” focus for smaller employers, lower-income users, youth and seniors
- Grant funding encourages innovation – e.g., Commute Trip Innovation Grant to pilot TDM services for employees at Sea-Tac Airport

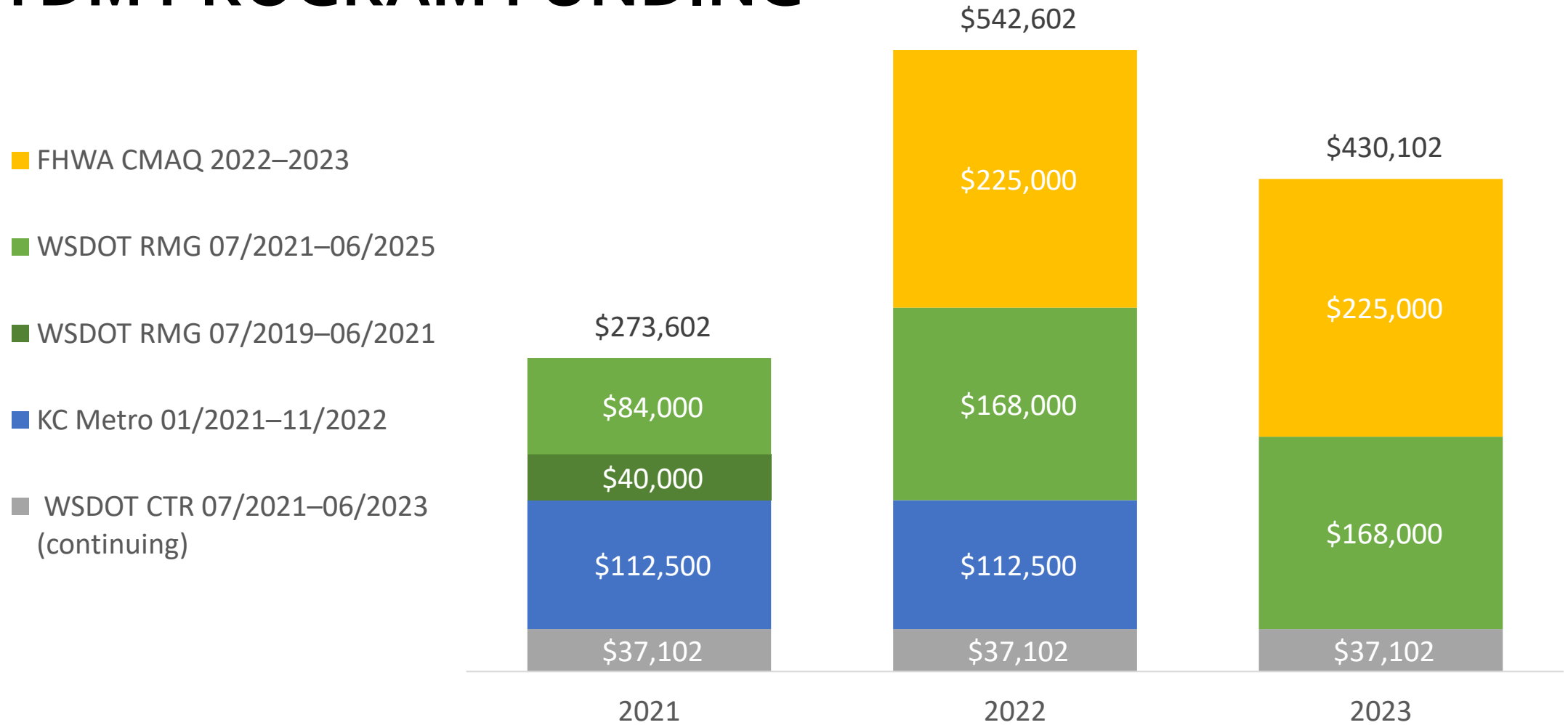


SEA-TAC AIRPORT TDM MODE SPLIT ANALYSIS



Participants in a 2018 monthly rewards program were surveyed as part of enrollment and at the conclusion of the program. Results reflect responses of 131 respondents who took both surveys (out of 939 total participants).

# TDM PROGRAM FUNDING



# COVID-19 IMPACTS

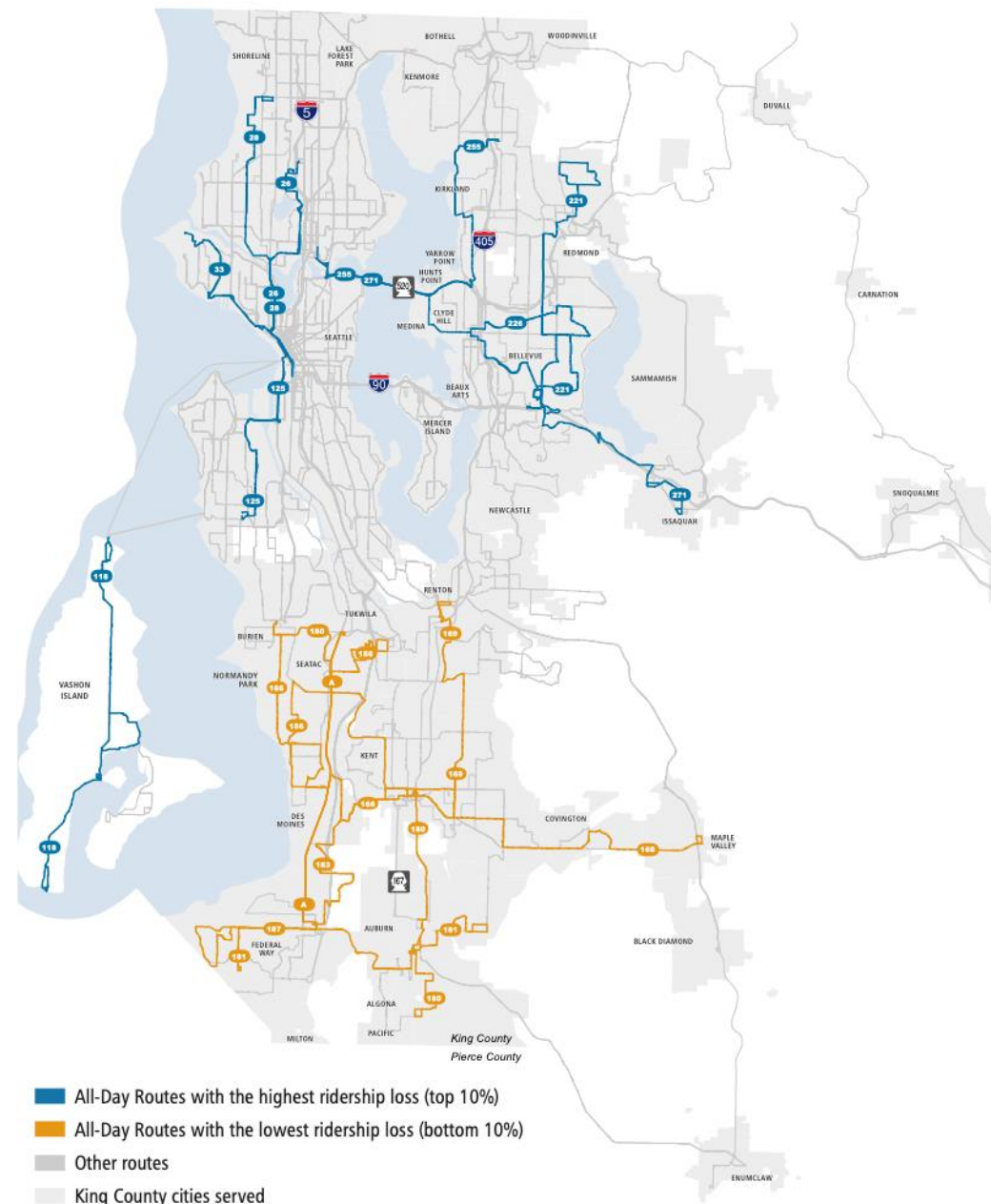
Transit ridership remained relatively stable in SKC even during the stay home order

Highway traffic declined significantly at the start of the pandemic and has since returned nearly to baseline levels

October service change brings Metro up to 90% of service hours as pre-COVID; Service in Tukwila remained relatively preserved due to consistent ridership

In-person TDM outreach was put on hold and the Program pivoted to address needs and try new methods of reaching transportation users

## Highway Traffic in King County



- All-Day Routes with the highest ridership loss (top 10%)
- All-Day Routes with the lowest ridership loss (bottom 10%)
- Other routes
- King County cities served

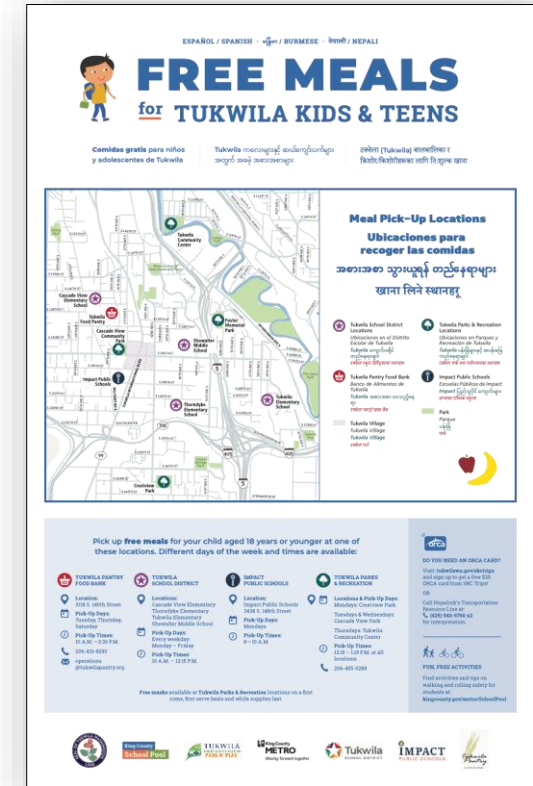
# TDM OUTREACH DURING COVID-19



Transportation info sheet attached to meals delivered to Tukwila seniors



ORCA card packets for Renton Technical College students distributed via the school's food pantry



Food map for Tukwila families

# CURRENT ACTIVITIES



Returning to in-person outreach



Bike / Pedestrian Amenities



Promoting Via to Transit expansion



SchoolPool traffic safety campaign

# QUESTIONS OR COMMENTS?

Thank you from the TDM Team:  
Alison Turner & Chris Andree



Alison and Chris placing traffic safety signs near Foster High School





## INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**  
FROM: **Nora Gierloff, DCD Director**  
BY: **Alison Turner, Sustainable Transportation Program Manager**  
**Chris Andree, Sustainable Transportation Outreach Coordinator**  
CC: **Mayor Ekberg**  
DATE: **October 8, 2021**  
SUBJECT: **WSDOT TDM Agreement 2021–2023**

### **ISSUE**

The Transportation Demand Management (TDM) Program is asking for approval to accept the biennial Washington State Department of Transportation (WSDOT) TDM allocation funding (also known as the Commute Trip Reduction (CTR) Program).

### **BACKGROUND**

The City's CTR Program is mandated by the state and operational since 1991. There are 16 CTR-affected worksites in Tukwila (including the City of Tukwila). Employers are required to complete biennial Program Reports and Employee Surveys to track progress toward goals. The TDM Program provides many services to assist employers with implementation of TDM Programs including consultation, training for Employee Transportation Coordinators, and employee outreach support.

### **DISCUSSION**

WSDOT has provided a biennial allocation for the City's TDM Program since 1993. The contract for 2021–2023 in the amount of \$74,204 is a renewal and is consistent with previous contracts.

### **FINANCIAL IMPACT**

There will be no impact to the general fund. The allocation provides a consistent source of funding for the TDM Program, which is leveraged by concurrent TDM grants.

### **RECOMMENDATION**

The Council is being asked to approve the WSDOT allocation contract for the TDM Program in the amount of \$74,204 and consider this item on the Consent Agenda at the October 18, 2021 Regular Meeting.

Attachment: WSDOT 2021-23 TDM-CTR Agreement



**WSDOT Contact:** Monica Ghosh 206-464-1191

[GhoshMo@wsdot.wa.gov](mailto:GhoshMo@wsdot.wa.gov)

Transportation Demand Management Implementation Agreement			
<b>Agreement Number</b>	PTD0430	<b>Contractor:</b>	<b>City of Tukwila</b>
<b>Term of Project</b>	July 1, 2021 through June 30, 2023		<b>6300 Southcenter Blvd</b>
<b>UPIN</b>	PTTD004		<b>Tukwila, WA 98188</b>
<b>Vendor #</b>	916001519	<b>Contact:</b>	Alison Turner 206-433-7142

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**SCOPE OF WORK AND BUDGET**

Scope of Work: The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds	Projected Funds	Total Current & Projected Funds
Commute Trip Reduction	\$ 74,204		\$ 74,204
<b>Total Project Cost</b>	<b>\$ 74,204</b>	<b>\$ -</b>	<b>\$ 74,204</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

## **Section 1**

### **Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through RCW 70.94.555, hereinafter known as the "Project."

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 30 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/construction/cqjit/form1273.cfm>, and any amendments/revisions thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here, <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

## **Section 2**

### **Scope of Work**

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

## **Section 3**

### **Term of Project**

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled "Term of Project" of this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled "Term of Project" and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

## **Section 4**

### **Project Costs**

The total reimbursable cost to accomplish the Project shall not exceed the "Current Funds" detailed in the "Scope of Work and Budget". The CONTRACTOR agrees to expend eligible "State Funds" together with any "Contractor Funds" identified above in the "Scope of Work and Budget" table. If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the "Scope of Work and Budget" table above, the CONTRACTOR shall notify WSDOT in writing within thirty (30) business days of making that determination.

## **Section 5**

### **Reimbursement and Payment**

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 11 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

## **Section 6 Administrative Work Plan**

The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.

B. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

## **Section 7 Survey Coordination**

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

## **Section 8 Planning Data**

The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT. WSDOT may request worksite TDM plans for review.

## **Section 9 Database Updates**

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

## **Section 10 Use of State Funds for Incentives**

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

## **Section 11 Reports**

The CONTRACTOR shall prepare and submit quarterly, annual, and final progress reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Agreement Guidebook or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for

the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

## **Section 12 Funding Distribution**

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by RCW 70.94.544, and by ordinances adopted pursuant to RCW 70.94.527(5).

## **Section 13 Implementation Plans**

The CONTRACTOR shall incorporate appropriate sections of the "Scope of Work and Budget" and incentives guidance, as well as the approved administrative work plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

## **Section 14 Coordination with Regional Transportation Planning Organizations (RTPO)**

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

## **Section 15 Project Records**

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

## **Section 16 Audits, Inspections, and Records Retention**

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

**Section 17**  
**Agreement Modifications**

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Project. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the project title, UPIN, the contact person of either PARTY, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such reduction of funding.

**Section 18**  
**Recapture Provision**

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

**Section 19**  
**Disputes**

A. If the PARTIES cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the CONTRACTOR may submit a written detailed description of the dispute to the WSDOT Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation Statewide Transportation Demand Management Programs Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten calendar (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the CONTRACTOR shall be afforded an opportunity to offer material in support of its position. The CONTRACTOR's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

## **Section 20 Termination**

**A. Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

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

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

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

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT to reflect the termination date and reason for termination.

**Section 21**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 22**  
**Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

**Section 23**  
**WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

**Section 24**  
**Limitation of Liability and Indemnification**

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the



WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

### **Section 25**

#### **Governing Law, Venue, and Process**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

### **Section 26**

#### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable State laws and regulations, including, but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336, including any amendments thereto which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

### **Section 27**

#### **Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

### **Section 28**

#### **Counterparts**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

**Section 29  
Execution**

This AGREEMENT is executed by the Director of the Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

**Section 30  
Binding Agreement**

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date