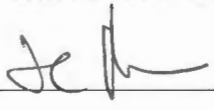


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/28/14

AGENDA ITEM: Transportation Comprehensive Plan Update	
PREPARED BY: John Cowling, Asst. City Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE:	AMOUNT: \$144,005.00
SUMMARY:	

This Professional Services Agreement will provide the City with an update to the Transportation Element of the Comprehensive Plan. The recommended consultant for this work is Transpo Group USA, Inc. After conducting consultant interviews and reviewing qualifications, the selection committee ultimately determined that Transpo Group USA, Inc.. was best-suited for this project.

It is staff's opinion that the negotiated fee of \$144,005.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, Transpo Group has a proven track record with the City and they perform excellent work. In light of these facts staff is confident that the City would be well-served by Transpo Group working on this project.

RECOMMENDED ACTION: City staff recommends council authorize the mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for consultant services on the Marysville Transportation Comprehensive Plan Update.
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND TRANSPOR GROUP USA, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Transpo Group USA, Inc., a Washington Corporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding an update to the Transportation Element of the City’s Comprehensive Plan as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until

executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on **August 1, 2014** and shall terminate at midnight, **June 30, 2015**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

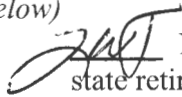
III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol

(WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*



No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.


III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

 (initials) _____ (initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering 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 shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

Traffic Count Vendor (TBD) _____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$144,005.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**Jesse Hannahs
City of Marysville
80 Columbia Ave.
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**Larry Toedtli
Transpo Group USA, Inc.
11730 118th Ave. NE
Suite 600
Kirkland, WA 98034**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be

invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

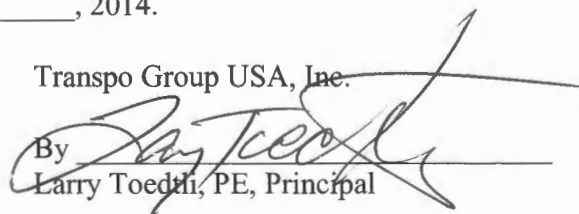
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2014.

CITY OF MARYSVILLE

By _____
City of Marysville, Mayor

Transpo Group USA, Inc.

By 
Larry Toedti, PE, Principal

Approved as to form:

_____, City Attorney

Exhibit A
Scope of Services for City of Marysville
Transportation Comprehensive Plan Element Update

Client Name:	City of Marysville		
Project Name:	Transportation Comprehensive Plan Element 2015 Update		
Exhibit Dated:	July 10, 2014	TG:	14156.PR

Transpo Group has prepared the following scope of services for preparing the 2015 update of the Transportation Element (TE) of the City of Marysville Comprehensive Plan. The scope of services covers the following tasks:

1. Agency Coordination and Public Outreach
2. Existing Transportation System Conditions
3. Travel Forecasting and Analyses
4. Streets and Highways System Planning
5. Non-motorized Transportation and Transit Systems Planning
6. Multimodal Transportation Improvement Projects and Programs
7. Transportation Finance Program and Traffic Impact Fee Program Update
8. Transportation Policies and Level of Service Standards Review.
9. Transportation Element Documentation
10. Project Management and Coordination

The consultant will be supported by the City and also will coordinate with other consultants assisting the City. These include the consultant teams assisting the City with the SR 529 Interchange Justification Report (IJR), potential options for grade-separate crossings of the BNSF railroad tracks within Marysville, and the Lakewood Neighborhood Master Plan. The City will assist in the coordination efforts to ensure available data and analyses are available for the Transportation Element update and vice versa.

The following outlines the consultant work program for each of the tasks. It identifies the approach for conducting the task and the associated deliverables. Data and support from the City, its other consultants, and other agencies are also identified.

Task 1 – Agency Coordination and Public Outreach

The stakeholder and public outreach program will be used to support preparation of the TE. It includes three primary elements – City Council Meetings; Stakeholder Meetings; and Coordination with Other Agencies and Consultants.

Subtask 1A – City Council Meetings

Because the City Council will be responsible for final approval of the TE, it will be important that they are informed and consulted during the course of the development of the TE. The City of Marysville City Council will be engaged on key policy issues related to transportation. These will include direction on multimodal projects and priorities, potential modifications of level of service standards (LOS)/transportation concurrency program, and transportation funding strategies. Policy direction will also be needed on other topics which will be determined as the project progresses.

Exhibit A
Scope of Services for City of Marysville
Transportation Comprehensive Plan Element Update

The scope includes meeting with the City Council at four (4) times during the course of developing the TE. We have identified the following framework for the meetings; however, the meeting topics are flexible and we will work with the City to best fit the project's needs as it progresses. The meetings are open to the public, so public comments can be provided at the meetings if desired by the City. The materials for the City Council meetings will be formatted to allow the City to post on the City's web site.

CC Meeting #1

- Update of existing conditions
- Travel forecasts and future deficiencies

CC Meeting #2

- Street and roadway and Non-motorized systems plans
- Transportation improvement projects

CC Meeting #3

- Level of service standards/ concurrency management program
- Transportation financing and impact fee program
- Transportation policy revisions

CC Meeting #4

- Draft Transportation Element

Subtask 1B – Stakeholder Meetings

To help guide the update of the TE, the City may wish to arrange for the Consultant team to meet with specific stakeholder groups. These could include advisory groups related to non-motorized transportation, representatives of different subareas of the City, the School District, trucking companies, or others. The City will identify the stakeholders and invite them to the meetings. The consultant will work with the City to establish the agenda and materials for each meeting. A total of two (2) stakeholder meetings are included in the scope. The meetings will be used to discuss transportation issues, review potential changes in the transportation systems plans and multimodal improvement projects, and to obtain input on priorities.

Subtask 1C – Coordination with Other Agencies and Consultants

Coordinating the City of Marysville TE with the Transportation Elements and plans of WSDOT and adjacent agencies is required under GMA and PSRC certification. Agencies that will be most important for the City of Marysville include WSDOT, Snohomish County, and the Cities of Arlington, Lake Stevens, and Everett, the Tulalip Tribe, and Community Transit. In addition, the City's TE needs to be coordinated with the Puget Sound Regional Council (PSRC) certification process.

The TE also will be coordinated with other planning efforts that are underway including the SR 529 IJR, BNSF rail crossing study, and the Lakewood Neighborhood Master Plan.

The Consultant will work with City staff in coordinating with specific agencies and consultants, as appropriate during development of the TE. Coordination with the agencies will include obtaining relevant transportation plans, data needed for the update of the travel demand model, and transportation analysis results. Other coordination with agencies will likely address consistency of

Exhibit A
Scope of Services for City of Marysville
Transportation Comprehensive Plan Element Update

transportation improvements and systems plans and transportation policies and documentation. The Consultant coordination with other consultants assisting the City will include technical analyses and policy discussions related to improvement projects, alternatives, and policies.

Most of the coordination will be via phone call and/or email transmittals of materials. The Consultant will prepare for and attend two (2) meetings at the City of Marysville to facilitate coordination with WSDOT, other jurisdictions, and/or the other consultants.

Agency Support

- Arrange for City Council meetings.
- Identify stakeholder groups/representatives and arrange for meetings.
- Post TE materials on City website and provide public comments to the Consultant.

Consultant Deliverables

- Council meeting materials and summaries.
- Stakeholder meeting materials and summaries.
- Participation/coordination with other agencies and consultants.

Task 2 – Existing Transportation System Conditions

This task will be used to document the transportation system conditions inventory and analysis to support the TE. It will build from the City's existing data and GIS, as well as recent transportation studies. It will highlight changes to the transportation system since the 2008 TE was adopted.

Subtask 2A – Review Existing Studies and Plans

The City will provide available transportation studies and plans for use by the Consultant. These will include subarea plans, corridor transportation studies/plans, development traffic impact studies from past 3 to 5 years, aerial photographs, GIS datasets, and similar materials. The Consultant will extract relevant information for the TE update. We will work with the City to identify changes that have occurred since the time the prior studies were conducted. This will allow us to focus the update on areas of greatest need. We also will review the State Highway Systems Plan and PSRC Vision 2040 as they relate to Marysville.

Subtask 2B – Assemble and Analyze Traffic Data

In order to establish a solid foundation for the TE, the Consultant will assemble and analyze key transportation system data. These data will also support analyses of traffic operations and development of the travel demand model. The data will be assembled from the City of Marysville, WSDOT, Snohomish County, the Tulalip Tribe, Community Transit and other sources, as applicable. The focus of this task will be to update the inventory to reflect changes to the transportation system since the prior TE was prepared.

Roadway and Intersection Inventory

The Consultant will summarize the existing system of roadways and intersections within the City and adjacent study area. Much of the information will be available from existing plans, Geographic Information Systems (GIS), other City data, or aerials. The Consultant will also conduct a "windshield" field reconnaissance to review specific transportation facilities and issues.

Exhibit A
Scope of Services for City of Marysville
Transportation Comprehensive Plan Element Update

Traffic Volume Data

Existing recent traffic counts will be assembled from the City, WSDOT, PSRC, and other sources, as available. Available daily traffic counts will be reviewed and summarized to illustrate temporal traffic patterns in different parts of the City that may affect the systems plan and improvements. The percentage of heavy vehicle traffic in major travel corridors will also be documented, as available. The Consultant will also review the axle count and/or classification data to identify areas of truck or other heavy vehicles for use in developing appropriate truck routes.

The 2008 TE included analyses of PM peak hour traffic volumes and operations at approximately 70 intersections. Many of those intersections were shown not to have significant operational issues. Therefore, the Consultant and City will coordinate and define up to 30 primary study intersections for the 2015 TE. The Consultant will arrange for PM peak hour traffic counts to be collected by a traffic count vendor to supplement the available traffic volume data. For budgeting the Consultant will collect up to 30 PM peak hour turning movement counts. The counts will be conducted in September after schools are in session to be more representative of typical conditions. The daily and PM peak hour traffic counts will be used in assessing traffic growth trends and travel patterns. They also will support validating the travel demand model. The PM peak hour turning movement counts will also be used to evaluate and document existing traffic operations at study intersections.

Collision Data

The Consultant will assemble and analyze collision data from the WSDOT for the most recent three-year period available. The data will be summarized to identify high accident corridors and intersections. The primary types of crashes will be identified to support the identification of transportation improvements that can help reduce the number and/or severity of collisions. Collisions involving pedestrians or bicyclists will also be documented. The Consultant also will incorporate collision analyses from recent studies of the rail crossings and from other consultants.

Transit Service, Ridership, and Transportation Demand Management Programs

The Consultant will update the inventory of existing transit routes and facilities serving the City of Marysville. As available, we will document existing transit ridership and bus stop locations with the highest number of boardings and alightings. The Consultant will also document locations of and the utilization of park-and-ride lots serving the City. Agency plans for new park-and-ride facilities will be identified. Current paratransit services, commute trip reduction, and other rideshare programs will be summarized.

Pedestrian and Bicycle Facilities

Based on the City's GIS data and input from the City staff, the Consultant will document changes to pedestrian and bicycle facilities since the prior TE and background report was prepared. These will include facilities constructed as part of City roadway projects, maintenance activities, or stand-alone non-motorized improvements, or development requirements.

Rail

Data from the Cherry Point Coal Export Facility Rail Operation Memorandum, GTC, June 15, 2011 and the upcoming Rail Grade-separation Study will be assembled and used to document

Exhibit A
Scope of Services for City of Marysville
Transportation Comprehensive Plan Element Update

existing rail activity and associated impacts on safety, traffic operations, non-motorized travel, and transit service in the City.

Transportation Improvement Plans

The City's current Six-Year Transportation Improvement Program (TIP) will be reviewed. In addition, the Consultant will assemble Transportation Plans and TIPs from WSDOT and other local agencies in the vicinity of Marysville. These will provide the baseline for the evaluation of future conditions within the City and used in the update of the City's travel demand model.

Subtask 2C – Evaluate Existing Traffic Operations

The Consultant will update develop the Citywide Synchro traffic operations model that was developed as part of the 2008 TE. The update will include revisions to intersection geometry, traffic controls/ signal phasing, and traffic volumes. As available, the Consultant will use data and files from other traffic studies in and input from the City to support the update of the Synchro model. The updated Synchro model will be used to evaluate the existing levels of service (LOS) at the 30 study intersections. The measures of effectiveness reported will include intersection LOS, average vehicle delays, and intersection volume-to-capacity ratios. Significant traffic queue impacts also will be identified for key intersections. Significant operations issues and queues will be field checked to confirm the results from the model.

The Synchro model will be used to evaluate the impacts of rail traffic on major east-west corridors. This will include estimates of how long it takes to disperse the traffic queues following a train crossing during the PM peak hour. This will be reviewed in the field at some locations. The analysis will be used for "calibrating" the Synchro model for estimating the potential future impacts.

Agency Support

- Geographic Information Systems (GIS) layers (streets, speed limits, intersections, sidewalks, functional class, bicycle facilities/routes, transit, etc.)
- Aerial maps
- Copies of available transportation and land use studies and plans.
- Copies of recent development traffic impact studies.
- Traffic signal timing and support Consultant in obtaining WSDOT signal timing.
- Support in defining primary study intersections for operations analyses.
- Current City TIP and other improvement project descriptions.
- Review and comment on existing traffic operation results and collision analyses based on local observations/experience.

Consultant Deliverables

- Summary maps, tables, and text of existing transportation system data and issues and changes since the 2008 TE was prepared.
- Synchro model reflecting current PM peak hour traffic counts.

Task 3 – Travel Forecasting and Analyses

For the 2015 TE, we do not plan on updating the base year model from 2007 to 2014; instead, we will test recent changes in the City's transportation system to see how well the model reflects shifts in local travel patterns based on the existing counts assembled in Task 2. The City of Marysville travel demand forecasts will be updated to reflect changes in 2035 growth allocations and changes in the "committed" improvement projects. We will work with the City to assure that the 2035 travel demand model land use data are consistent with the Land Use Element. The 2035 Baseline forecasts will be evaluated to identify forecast deficiencies and assist in defining alternatives to be evaluated.

Subtask 3A – Update and Validate Base Year Travel Demand Model

The 2007 base year model will be reviewed and adjusted to reflect major transportation system changes such as the 156th Street overcrossing, 51st Avenue connection, and widening of the SR 529 bridge. We will rerun the 2007 model assignment with these improvements and evaluate shifts in traffic from the prior calibrated model network. The traffic shifts in the model will be compared to existing 2014 traffic counts in the vicinity of those projects to determine if the order of magnitude of the shifts are reasonable and relatively consistent with current conditions. The results of this will be used to adjust the base year model, if necessary. This process will result in a validation of the existing model for use in developing 2035 forecasts.

We also will review and adjust the model transportation analyses zones (TAZs), if needed, to better address specific planning elements, such as the Lakewood subarea. We are not, however, planning to do a complete a comprehensive update of the model zone structure to match the new PSRC regional model zone system.

The model validation process also may include adjustments to the post-processing procedure for adjusting the 2035 model turn movements for analysis of the 2035 Baseline forecasts and alternatives.

Subtask 3B – Update 2035 Baseline Travel Forecasts and Analyses

We will work with the City in updating the 2035 land use forecasts for the City. These will include households and employment, by TAZ. We will rely on the City to adjust the data for use in the 2035 travel demand model. Per the current data suppression policies of the State Employment Securities Department (ESD), the Consultant will not have access to existing or forecast detailed employment data at the TAZ level. Therefore, the City will need to obtain permission from ESD and PSRC to obtain the employment data for allocating to TAZs. Household data and allocations to TAZs in Marysville can be completed by the City, with direction from the Consultant.

For TAZs outside of the City, the Consultant will work with PSRC to allocate household and employment data to the TAZs. This may require some adjustments in the TAZ structure to better match PSRCs zone structure.

Once the 2035 land use data are assembled for the City and non-City TAZs, the City (with assistance from the Consultant) will request PSRC to provide the Consultant with the updated trip generation for the City's model. The Consultant will update the trip generation for the "external" stations, based on the PSRC regional travel demand model.

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The Consultant will coordinate with the City of Marysville, Snohomish County, PSRC, WSDOT, adjacent cities, and the Tulalip Tribe to define the transportation improvements assumed to be funded for completion by 2035. These projects will be incorporated into the model network for the 2035 Baseline forecasts. Initial 2035 Baseline model runs will be conducted and evaluated to validate the results based on growth rates and travel patterns. The updated model will be run to develop 2035 Baseline traffic forecasts. The 2035 Baseline forecasts will be reviewed for reasonableness. This will include a comparison of 2035 trip generation to the base year; trip distribution patterns; changes in PM peak hour screen line traffic volumes; and traffic volume changes on major facilities such as state highways and principal arterials in the vicinity of the City. As appropriate, the model parameters will be adjusted to complete the development of the 2035 Baseline model.

Once the 2035 baseline model is finalized, the Consultant will prepare and analyze the resulting roadway and intersection forecasts. The results will be compared to the forecasts developed as part of the 2008 TE. Traffic forecasts will be prepared for arterials and some collector streets and the study intersections. The roadway forecasts will be evaluated based on the growth compared to the base year, changes in travel patterns, and volume-to-capacity measures.

The Consultant will post process the model intersection turn movement volumes to account for model calibration differences. The post processed intersection volumes will be input into the updated Synchro model to evaluate the 2035 Baseline traffic operations. These results including levels of service, traffic queues, and other performance measures will be summarized for discussion with the City.

Subtask 3C – 2035 Alternative Analyses

Upon review of the 2035 Baseline traffic forecasts and operations analyses, the Consultant will work with the City to define up to three (3) network alternatives to be evaluated to support the 2015 TE update. These may include phasing of future improvements, such as completion of the 156th Interchange without the SR 529 interchange modification. These will build from analyses being conducted by the City's other consultants. In addition, the City may decide to revisit one or more options for the 88th Street corridor to reduce the impacts associated with widening the roadway to five lanes.

Shifts in traffic volumes along arterials will be evaluated and documented in graphics and tables. Traffic operations analyses also will be prepared for intersections that are most affected by the alternatives. The results will be compared to existing and the 2035 Baseline forecast results. The alternatives will assist the City in better understanding potential traffic issues with and without specific major transportation system improvements which will better inform identification of improvement projects and their priorities and phasing.

Subtask 3D–Update Model Documentation

The Consultant will update the existing City model documentation, including input data, model parameters, validation results, and the 2035 Baseline model.

Agency Support

- Support and participate in coordination efforts with PSRC, WSDOT, Snohomish County, Tulalip Tribe and adjacent cities on input data for the update of the model.

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- Coordination on base year model network assumptions and assignment results for re-validating the 2007 model.
- Lead development of 2035 land use estimates for City of Marysville for input to travel demand model.
- Coordinate on future baseline network assumptions.
- Direction on 2035 network alternatives.

Consultant Deliverables

- Re-validated base year model and supporting data.
- Validation of 2035 Baseline model forecasts.
- 2035 Baseline intersection traffic operations analyses.
- 2035 alternatives assignments and comparison summary.
- 2035 alternatives intersection levels of service, as needed.
- Updated City of Marysville travel demand model documentation.

Task 4 – Streets and Highways System Planning

The 2035 Baseline model and alternatives evaluation from Task 3 will be the starting point for refining the street and roadways system plan of the TE. The focus of the analyses will be to define the framework or major elements for the 2015 TE.

Subtask 4A – Establish Preliminary 2035 Framework Plan

The forecast results from the 2035 Baseline and alternatives will be used to establish the framework for the major transportation system elements of the TE. The framework plan also will build from the 2008 TE and policy direction. The framework plan will include the proposed functional classification and number of travel lanes for roadways in the City. Draft recommendations for additional (or modifications to) local circulation roadways also will be defined. The framework plan also will identify the general priorities for improvements including the interchanges with I-5.

The framework plan will be developed in coordination with the City staff and with the work being prepared by other consultants assisting the City. The evaluation will also take into account initial assessments of available funding (Task 7) that would be needed to support the framework plan. The draft framework plan will be documented for review with the City Council (Task 1).

Subtask 4B – Refine Framework Plan

Upon agreement from the City and direction on the 2035 framework plan, the Consultant will refine the streets and roadways systems plan through defining intersection and roadway improvement needs. These will be summarized into an initial updated roadway project list for consolidation in Task 6 with the non-motorized and transit systems improvements (Task 5).

Agency Support

- Provide direction and input on framework plan.
- Assist with coordination with other City consultants.
- Assist with presentation to City Council.
- Provide direction on refinements.

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Consultant Deliverables

- Preliminary framework for streets and roadways system plan.
- Refined framework plan identifying major roadway and freeway improvement projects and associated phasing priorities.

Task 5 – Non-Motorized Transportation and Transit Systems Planning

This task includes supporting the City in refining and updating the pedestrian, bicycle and transit systems plans for incorporation into the TE. This task focuses on updating the system routes and the identifying the types of facilities most applicable to various corridors. Initial priorities and phasing for corridors will also be defined for input to Task 6.

Subtask 5A – Pedestrian Systems Analyses

Using GIS data provided by the City, the Consultant will prepare analyses of the existing and planned pedestrian routes and facilities. These will include connectivity to regional trails, commercial areas, schools, parks, and other community destinations. Major pedestrian corridors will be further evaluated to define the type of facility that should be considered. These could include separated multi-use trails, wide sidewalks, landscape buffers, and other design features. The design features will take into consideration roadway improvement needs, rights-of-way, potential type and densities of development, traffic volumes (existing and forecast), other parameters. Based on City objectives, relative priorities for key routes will be identified. These will reflect safety, connectivity, community input, and policy direction.

Subtask 5B – Bicycle Systems Analyses

Similar to the Pedestrian Systems analyses, the Consultant will review and update the major bicycle route plan. This will include defining the types of facilities that should be considered for major corridors, as well as identifying options for upgrading lower volume roadways to serve other bicyclists. Design options and priorities for major corridors will be prepared in conjunction with the Pedestrian System analyses since they may require trade-offs between what is desired and what is realistic and cost effective.

Subtask 5C – Transit Systems Analyses

Based on the analyses of travel forecasts, traffic volumes, and land use growth, the Consultant will identify options for expanding or modifying existing and planned transit service and facilities serving Marysville. This will be a high level review and will not include specific route planning or costing. The intent of the Transit System analyses is to provide the City with a basis for working with Community Transit, Snohomish County, WSDOT, and local agencies to define future regional investments to improve transit service.

Agency Support

- Provide and coordinate on available GIS data.
- Coordinate and provide input on objectives, current issues, and potential strategies for other travel modes.

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Consultant Deliverables

- Updated pedestrian, bicycle, and transit systems plans and routes.
- Identification of types of pedestrian and bicycle facilities that should be considered in key non-motorized corridors.
- Relative priorities for major non-motorized facilities and transit services.

Task 6 – Multimodal Transportation Improvement Projects and Programs

The results of the analyses of existing conditions, alternatives evaluation, and the multimodal systems plans will provide the basis for updating the list of multimodal transportation improvement projects and programs. The updated project list will address transportation safety and operational improvements, non-motorized facility needs and transit enhancement strategies. The project list will be coordinated with the City, its other consultants, and other agencies, as applicable. Relative project priorities will be developed to assist the City in implementing the plan.

Subtask 6A – Identify Multimodal Transportation Improvement Projects and Programs

The results of the technical analyses and policy direction will be used in updating the list of multimodal transportation improvement projects. This will include revising projects in the 2008 TE, adding new projects, and deleting projects that are no longer needed or are complete. The project list will be updated using a layered network approach, which endorses complete street principles, but acknowledges that some corridors should be prioritized to improve the level and quality of service and safety for specific modes. A key to this strategy is establishing key modal interfaces that maximize choice and efficiency. The project list will also be reviewed and coordinated with plans from other agencies. The prior project descriptions will be revised, as needed. The rationale for the project (mobility, safety, connectivity, road standards, etc.) and any constraints that may affect implementation will be identified.

The project list may identify annual transportation programs such as Neighborhood Sidewalk Program, street overlays, spot safety improvements, and operations and maintenance, and ADA compliance. This will be directed by the City during the course of the study.

Planning level cost estimates will be prepared for each project based on recent bid tabs and transportation project and program cost estimates for City of Marysville. Estimates of annual costs for the various transportation programs will be identified based on system needs, historical cost/expenditure data, and discussions with City staff.

Subtask 6B – Establish Project Priorities

As with most local agencies, the City of Marysville is unlikely to be able to fully fund all of the identified improvement projects and programs. Therefore, the City must identify priorities based on a set of established criteria. We will meet with City staff to review existing transportation priority processes and/or databases. We will work with the City staff and direction from the City Council to revise the existing priority process and criteria to reflect transportation goals, available levels of funding, and input from the public outreach program. Criteria may include safety, mobility, non-motorized connectivity, support for economic development, cost and impacts on

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maintenance and operations. Each project and program will be assessed based on the criteria and assigned a relative priority for the draft TE.

Agency Support

- Review and input on updated multimodal improvement projects and programs.
- Data on recent transportation cost estimates and bid tabs.
- Input on existing transportation priority processes and review of potential priority criteria.

Consultant Deliverables

- Summary maps and tables of multimodal transportation improvement projects.
- Summary of transportation system improvement programs.
- Planning level project cost estimates.
- Relative project priorities.

Task 7 – Transportation Finance Strategy and Impact Fee Program Update

The goal of the financial analysis is to provide the City with a planning-level understanding of the potential funding options available for future transportation capital projects. The approach is to provide a broad understanding of likely range of future transportation revenues compared to the identified costs of capital projects, and maintenance and operations expenditures between 2015 and 2035. The analyses will provide insights into the range of levels of resources that are reasonably expected to be available to carry out the transportation program. This will assist the City in fiscally constraining the transportation plan and set priorities. Where there are funding shortfalls, the consultant team will assist the City in identifying potential policy options for addressing funding gaps.

The task will also include an update of the City's maximum allowable traffic impact fee rate reflecting the changes in projects and costs, as well as land use plan changes. The Consultant will work with the City to review the existing traffic impact fee discounts and other associated policies that effectively reduce the available funding levels.

Subtask 7A – Document Existing and Forecast Transportation Revenues and Expenditures

The City will provide the Consultant summaries of revenues and expenditures related to transportation covering the past 4 to 6 years. The Consultant will review and summarize the City's recent transportation revenues and expenditures based on local data and historical reports provided by the City. Existing revenues will include REET funds, gas taxes, development mitigation, grants, General Fund contributions, Transportation Benefit District, and any other funds directed toward transportation capital. The Consultant will also document expenditures for transportation operations, maintenance, and administration.

The revenues and expenditures will be summarized for use in developing projections of potential future funding levels from existing sources through the 2035 forecast horizon year for the TE. The projections will identify a range of potential future dollars for each revenue category as well as maintenance and operations costs, based on historical revenues and expenditures, local jurisdictional policies, and an understanding of the current economic context of each revenue

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source. The resulting TRENDS and HIGH scenarios will be developed in consultation with City staff.

Subtask 7B – Update Transportation Impact Fee Program and Rate Schedule

The travel demand model and updated project list/costs provide a basis for updating City's Transportation Impact Fee (TIF) rates. The underlying basis for the existing TIF program has been in place for nearly seven years. The Consultant will first review and update the list of TIF eligible transportation improvement projects, including previously completed projects and debt service. This will confirm that existing TIF projects should remain and potential addition of new or modified improvement projects that meet GMA requirements for transportation impact fee projects.

The updated travel demand model will be used to allocate TIF project costs to the impact fee. The model will be used to identify the proportion of growth trips versus existing traffic at each project. It also will identify local growth versus regional traffic growth on the City's transportation system. Based on initial discussions with City staff, the existing single, citywide traffic impact fee service area is assumed to be maintained. The allocation of TIF costs also will consider availability of grants or other funding to address existing deficiencies. The product of this task will be a cost allocation spreadsheet which will be the basis for an updated impact fee rate and associated rate schedule. The rate schedule will include calculated TIF rates for the land uses in the City's TIF program based on the latest edition of *Trip Generation Manual*, Institute of Transportation Engineers. The updated rate schedule will be compared to TIF rates for other similar or nearby Cities.

Working with the City, the existing impact fee discount factors will be reviewed to assure that they still reflect the relative funding from other fees generated by residential and commercial land uses. The effect of the discount factors on transportation revenues will be identified. This will provide a basis for discussion with the City Council on how the impact fee revenues should be represented in the TE.

The Consultant will assist City staff in updating the TIF ordinance to reflect changes in projects, costs, rates, and policy direction. The Consultant also will coordinate with City staff on application of the TIF schedule and ordinance for projects, such as multi-use developments. The TIF documentation included as an Appendix to the current TE will be updated to reflect the revisions in the program.

Subtask 7C – Define Funding Strategies and Summarize Financing Program

To the extent there are funding shortfalls based on the TRENDS and HIGH range projections, the Consultant will assist the City in identifying and evaluating strategies to address funding gaps. The strategies will concentrate on policy options to make funding available within the time frame shown in the financial plan and implement the projects in the long-range TE. Strategies could include increasing revenues from impact fees, other local funding programs, expanded grant programs (including non-transportation related grants) and others. The potential range of revenues from each program would be estimated and potential advantages and disadvantages will be identified. These will be reviewed with City staff and a recommended approach, including an overview of implementation steps, will be identified.

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The funding strategy also will identify potential options for phasing transportation improvements, revising the street design standards, modifying level of service standards, or other policy changes to reduce the funding needs within the planning period. These options also will be reviewed with City staff and incorporated into the discussions with the City Council.

Agency Support:

- Summaries of City's transportation revenues and expenditures for the past 4 to 6 years.
- Coordination on trends and developing factors for projecting revenues from existing transportation funding sources to update the range of revenues through 2035
- Data and support for updating the relative revenues from residential and commercial developments for use in review/update of the TIF discount factors.
- Direction/review on applying discount factors and other policies to the traffic impact fee program.
- Review of overall financing program for Transportation Element
- Lead update of City's traffic impact fee ordinance.
- Lead adoption process for an updated TIF ordinance

Consultant Deliverables

- Summary of historical transportation revenues and expenditures
- Projections of potential funding from existing transportation revenue sources through 2035 for the TRENDS and HIGH scenarios
- Updated TIF project list, costs, allocation, and base TIF rate
- TIF rate schedule and comparison to other agency TIF rates
- Updated Appendix A to TE related to TIF process
- Support in update of TIF ordinance

Task 8: Transportation Element Policies and Level of Service Standards Review and Update

The Consultant will review the City's existing transportation goals and policies to ensure they are consistent with the revised transportation strategies and financing program. This will include review of consistency with state and regional transportation requirements. Another area of focus will be on the City's level of service standards and concurrency program process.

Subtask 8A – Review and Update Transportation Element Policies

The Consultant will conduct a review of the City's adopted TE to identify how and where the City's policies address GMA and Vision 2040 planning requirements. The review will identify where the City's current TE fully complies, partially complies, or does not currently comply with the GMA or Vision 2040, and identify strategies that will help meet the requirements. This may include incorporating policies from the state or regional plans, and City subarea plans.

As required by GMA, the TE must identify a reassessment strategy if anticipated funding is not sufficient to cover the total costs of the improvement projects and programs. The Consultant will define implementation strategies and associated policies to meet that requirement. This may

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include revising level of service standards, growth assumptions, project priorities, phasing of improvements, or other options.

The Consultant will provide draft changes for review by the City and discussion by the City Council. Based on City comments the policies will be finalized the policies for inclusion in the draft TE.

Subtask 8B – Refine Existing Level of Service Standards and Concurrency Program Process

Level of service (LOS) standards help set the framework for defining and prioritizing transportation improvements and programs. Therefore, the City's existing level of service standard and concurrency program will be reviewed throughout the update of the TE. The review and update will include defining primary objectives for the LOS standards and concurrency management program. These will be defined in discussions with City staff.

The Consultant we will summarize potential level of service and concurrency program refinements for the City and identify how the options match the overall objectives and the Vision 2040 policies, as well as how various performance measures may be used to help meet the overall goals of the TE. The Consultant will summarize how the options for LOS standards and concurrency program may affect project priorities, design standards, and relative project costs. This will result in draft recommendation for refining the LOS standards and concurrency program.

Based on results of the evaluation and discussions on project priorities and funding, and direction from the City Council, we will finalize the recommended program and steps for implementing the changes. The TE scope and budget assume defining appropriate policy language and implementation processes. They do not, however, include full development and implementation of the final program or updating associated City code. If desired, development and implementation of any major changes in the concurrency program could be authorized as additional services.

Agency Support:

- Provide electronic files of existing Transportation Element policies, if different from those adopted as part of the 2008 TE.
- Review and provide direction on draft TE policy changes.
- Input on issues or other concerns related to the City's existing concurrency and development review programs for transportation.
- Input on objectives for LOS standards and concurrency program.
- Review and comments on options for revising the LOS standards and concurrency program.
- Direction on recommended LOS standards and concurrency program refinements.

Consultant Deliverables

- Updated TE policies meeting the requirements of GMA and Vision 2040
- Summary of LOS standards and concurrency program objectives and options for refining the programs.
- Summary evaluation of options for revising the City's LOS and concurrency program and recommended changes, including implementation processes.

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Task 9: Transportation Element Documentation

Work under this task will be used to assemble the products from the other tasks into the draft and final TE. It also supports the City in the SEPA review of the Comprehensive Plan and completing the PSRC Reporting Tool for certification review.

Subtask 9A – Prepare Draft and Final Transportation Element

The updated list multimodal transportation system projects and programs, the goals and policies, and the financial plan will be brought together into a draft 2015 TE. The format will be similar to the 2008 TE; the Consultant will coordinate with City staff to format the TE to be readily incorporated into the Comprehensive Plan.

The TE update will highlight changes to the systems plans, transportation improvement projects and programs, and policies. It will include updates to the transportation financing program and implementation strategies.

The preliminary draft will be provided to City staff for review in electronic format (e.g., a Microsoft Word and Adobe Acrobat PDF file). Based on comments, a draft final Transportation Element document will be prepared for review by the Planning Commission and City Council. Following review and comment by the Planning Commission and/or City Council, the TE will be finalized and transmitted to the City for final review and adoption.

Task 9B – Prepare SEPA Checklist for Transportation Section of Comprehensive Plan

The Consultant will prepare the transportation section of the SEPA checklist for the Comprehensive Plan update. Based on comments from the City, the Consultant will finalize the transportation sections of SEPA checklists for the TE.

Task 9C – Prepare Transportation Section of PSRC Reporting Tool

The PSRC Reporting Tool will be reviewed during the course of developing the TE to ensure that all needed elements are appropriately addressed. Based on the draft TE, the Consultant will develop an initial draft response for the PSRC Reporting Tool. Based on review with the City (and possible coordination with PSRC), the responses will be updated for submittal to PSRC.

Agency Support

- Direction and file formatting of the TE to be consistent with Comprehensive Plan.
- Review and input on draft and final TE.
- Review and comment on SEPA checklist and PSRC Reporting Tool materials.

Consultant Deliverables

- Draft 2015 City of Marysville Transportation Element.
- Final 2015 City of Marysville Transportation Element.
- Transportation section of SEPA checklist for Comprehensive Plan.
- Completed transportation sections of PSRC Reporting Tool.
- Electronic files in MS Word and Excel, ArcGIS, and PDF formats will be provided of all documents.

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Task 10 – Project Management and Coordination

Successful delivery of an updated TE for the City of Marysville will require ongoing coordination and communication between the Consultant and City. In addition, project budget, schedule, and deliverables must be monitored.

Task 10A – Project Coordination with City Team

The Consultant will coordinate with the City's project team to identify and review data and analyses, review and discuss project lists and transportation system plans, review comments on draft documents, and plan for meetings with stakeholders or other consultants. The coordination will occur through conference calls, net meetings, or other electronic means; if needed, meetings will be held at the City's offices.

In addition, the City and Consultant will transmit materials including meeting materials, documents, and interim results via email.

Task 10B – Project Administration

The Consultant project manager and City project manager will communicate on a regular basis using telephone, email, and meetings. This will be used to identify data needs, upcoming tasks, refinement of project scope or methods, budget status, and schedule. As needed, these will be documented to track project progress.

On a monthly basis, the Consultant will prepare and submit progress reports and invoices for the work completed in the invoice period.

Agency Support

- City of Marysville project manager to regularly keep in contact with Consultant team and communicate internally to rest of City staff on progress and schedule.
- Arrange for meetings and/or conference calls with other City staff, as needed.

Consultant Deliverables

- Consultant project manager to regularly keep in contact with City on project status, potential issues, data needs, and review of materials.
- Notes, emails, or other summaries of communication.
- Monthly progress reports and invoices.