

RESOLUTION NO. 24-1974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TRANSPO GROUP USA, INC. FOR A TRAFFIC SAFETY STUDY.

WHEREAS, the City Council identified a goal of improving multimodal safety through the collection and analysis of safety-related data; and

WHEREAS, the Consultant provided the City with a proposal to complete the required additional services, which City staff have reviewed and found acceptable.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign a professional services agreement with Transpo Group USA, Inc. in substantially the form included herewith as Attachment 1.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 24th day of October, 2024.

APPROVED:

Thomas French
Thomas French (Oct 29, 2024 12:13 PDT)

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 17, 2024
PASSED BY THE CITY COUNCIL: October 24, 2024
RESOLUTION NO.: 24-1974

ATTACHMENT 1

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT Agreement Title: Consultant Services with Transpo Group USA, Inc. for Traffic Engineering Services

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **TRANSPO GROUP USA, INC.** (the "Consultant"), a Washington corporation, dated this 24th day of October, 2024.

Consultant Business: Transpo Group USA, Inc.

Consultant Address: 12131 113th Ave NE #203, Kirkland, WA 98034

Consultant Phone: 425.821-3665

Contact Name Jon Pascal

Consultant e-mail: jon.pascal@transpogroup.com

Federal Employee ID No.: 42-1610744

Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to explore reducing speed limits along state highways in the City, and the placement of additional traffic safety cameras; and

WHEREAS, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

WHEREAS, the City finds that Transpo Group USA, Inc. is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for traffic safety purposes ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Jon Pascal. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services shall not to exceed forty-one thousand eight hundred dollars (\$41,800.00) total.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

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

However, 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 City, 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.

8. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

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

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity 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 Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity 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 Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Transpo Group USA, Inc.
Attn: Jon Pascal
12131 113th Ave NE #203
Kirkland, WA 98034
425-821-3665

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

<i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i>	
CITY OF LAKE FOREST PARK WASHINGTON	TRANSPO GROUP USA, INC.
By: _____ Thomas French, Mayor	By: _____ Jon Pascal, Managing Principal

ATTEST:

Matthew McLean, City Clerk

Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Date: _____

Exhibit A

Scope of Services

Client Name:	City of Lake Forest Park
Project Name:	Speed & Safety Studies
Exhibit Dated:	September 9, 2024

Background

Transpo Group USA, Inc. (Transpo) will provide traffic engineering services to the City of Lake Forest Park (City) to complete multiple speed and safety studies.

One task will evaluate the posted speed limits for both the SR 522 and SR 104 facilities. While the City does not maintain, operate or set the speed limits on these two state routes (that is the responsibility of the Washington State Department of Transportation (WSDOT)), an engineering analysis will be conducted to determine the appropriate speed limits on the two state facilities within the Lake Forest Park city limits.

Another task will conduct speed and safety analysis to evaluate locations for additional automated speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

A final task will evaluate and document potential new designated and marked crosswalks with RRFB pedestrian activated lights. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE.

The work conducted as part of this scope would build upon the City's Safe Speed Study, previous analysis conducted by Transpo as part of the City's Traffic Calming Program, and data and studies conducted by WSDOT.

State Law Requirements

New State law expands the authority for local agencies to install automated traffic safety cameras to detect speed violations along state highways classified as City streets and stoplight violations at intersections of two or more arterials controlled by a traffic signal.

The local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located. The analysis must show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.

Scope of Work

Task 1 – Project Management / Meetings

Transpo will manage the overall study effort. It is assumed Transpo and City staff will regularly coordinate throughout the study to manage scope, budget, schedule, and review key study outcomes.

Progress Reports / Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City. The invoices and progress report will identify the work that has been completed, and compare the overall budget expended.

Project Coordination Meetings

Virtual coordination meetings will be held as-needed to review key assumptions and deliverables. Three coordination meetings are assumed as part of the scope of work. Additional meetings may require revisiting the proposed fee and schedule. The first meeting will be a kick-off meeting with City staff to review and discuss the scope of work and approach to completing the effort. The second coordination meeting will review initial findings and obtain feedback from staff before the draft report is prepared. The third meeting will review comments on the draft report and discuss the release of the findings to the general public and City Council.

City Council Meetings

Transpo will attend and present at two City Council meetings to present results and final recommendations. It is assumed that attendance at the Council meetings will be in-person.

Consultant Task 1 Deliverables

- *Monthly progress reports (3)*
- *Three check-in meetings with City staff (virtual)*
- *Presentation and attendance at two City Council meetings (in-person)*

Task 2 – Evaluate Speed Limits for State Routes

Review Existing Data, Previous Speed Studies, and Collect Traffic Data

Transpo will review the available inventory of previous traffic data and previous speed studies on both SR 522 and SR 104. The data will be compiled and used as a baseline for supplemental data collection. It is anticipated that Transpo will collect traffic data at two locations along both SR 522 and SR 104 (4 locations total) under the on-call traffic services contract. This data will be collected via pneumatic tube counter and will capture both speed, volume and vehicle classification data for a one-week period.

The information will be used to highlight traffic volumes, and 50th and 85th percentile speeds. The latest collision data will be summarized for both state routes. The information would be evaluated to identify any correlation or inconsistencies between the data which could be used as a starting point for the evaluation.

Develop Recommended Speed Limits for State Routes

The data will be assembled and used to establish recommended speed limits for SR 522 and SR 104 within Lake Forest Park. Transpo will assemble the traffic and safety data and be prepared to discuss speed setting methodologies with WSDOT and the City, seeking consistency with WSDOT's preferred approaches and those applied to state routes in neighboring cities such as Shoreline, Kenmore and Bothell. Applying a consistent speed setting methodology across jurisdictions is viewed by Transpo and the City as a key to encourage compliance with posted speed limits.

The project team proposes hosting a meeting with WSDOT and City of Lake Forest Park staff to discuss methodologies for speed limit setting, the data gathered by Transpo, and the approach to how the speed studies are being conducted.

A summary memorandum will be prepared, adding to previously completed studies by Transpo on behalf of the City of Lake Forest Park, to summarize the recommended speed limits based on the assembled traffic and safety data, and the speed setting methodology that was utilized.

The efforts will be consolidated into a document and presentation file, with proposed speed limit changes clearly identified. One round of review is assumed by the City staff before submission to WSDOT for review.

Consultant Task 2 Deliverables

- *Draft and final study document summarizing the evaluation conducted and final recommendations (PDF electronic copy only)*
- *One meeting with WSDOT and City staff*

Task 3 – Evaluate Traffic Safety Camera Locations

A speed and safety analysis will be conducted to evaluate locations for additional speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

Speed and Safety Analysis for Additional Speed Cameras on the State Highways

Transpo will obtain and review available speed, collision and traffic data for the SR 522 and SR 104 corridors through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. Both corridors are being considered for new automated speed enforcement cameras. The data will be used to assess the crash risk by summarizing the number of vehicles exceeding the speed limit and to what degree. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings of the analysis to address the requirements of State RCW 46.63.170. The memo will include recommendations on potentially viable locations to locate new speed enforcement cameras.

Safety Analysis for Additional Red Light Camera

Transpo will obtain and review available speed, collision and traffic data at SR 104 and 35th Avenue NE corridor. The data will be used to assess the crash risk. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will document the findings of the analysis in a memorandum to address the requirements of State RCW 46.63.170. One round of review is assumed by City staff.

Speed Analysis for Additional Speed Camera on NE 178th Street

Transpo will review recent speed and traffic data for the NE 178th Street corridor through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. The City is interested in understanding whether a speed enforcement camera should be re-installed in front of Brookside Elementary to address eastbound vehicle speeds. Data will be summarized for the period since the new cameras were installed. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings to address the requirements of State RCW 46.63.170. The memo will include a recommendation on whether this is a viable location.

Consultant Task 3 Deliverables

- *Draft and final memorandum summarizing the traffic safety analysis (PDF electronic copy only)*

Task 4 – Evaluate New Marked Crosswalk Locations

Two new pedestrian crossing locations will be evaluated and documented. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE. Factors such as observed vehicle speeds, sight distances, location of bus stops and pedestrian generators, lighting, and input from city staff will be used to evaluate the locations for a marked crosswalk. Each potential crossing location will be evaluated against best practices and national research including NCHRP Report 562: Improving Pedestrian Safety at Unsignalized Crossings and the NACTO Urban Street Design Guide. The evaluation will assess the best location and type of design feature for any new marked pedestrian crossing. Based on the results of the evaluation, Transpo will prepare a summary memorandum documenting the findings of the analysis and any recommended design treatments.

Consultant Task 4 Deliverables

- *Draft and final memorandum summarizing the crossing analysis for 2 locations (PDF electronic copy only)*

Assumptions and Agency Support

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the City of Lake Forest Park and WSDOT.

- All available speed and volume data, GIS data, and any relevant prior speed studies would be provided by the City and/or WSDOT.
- No formal public outreach activities or materials are assumed to be included in the scope of work, other than meetings with City staff and support at one council meeting.
- Response to WSDOT comments on the final document is not included in the scope and would be subject to a future amendment as it is difficult to determine the level of effort required without understanding their comments.

Schedule

After contract execution, the completion of the draft report is anticipated to take approximately 8 to 10 weeks. Should the scope of services or project information change following contract execution, Transpo will notify the City if these changes will affect the schedule and require a contract amendment.

Fee Estimate

A budget not to exceed \$41,800.

Cost Estimate Worksheet

Number / Project Name
1.23191.01 / LFP Speed Studies

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

initials	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin
labor category	JCP	BAS	BA3	CD	AMC
	Prin L7	Eng L6	Anyl L3	PA L4	PA L5
cost rate	\$295.00	\$245.00	\$145.00	\$155.00	\$190.00

Labor:

	Work Task				Hours	Cost
1	TASK 1					
2	Project Management / Meetings	10	3	4	1	18
3						
4	TASK 2					
5	Review Existing Data / Studies / Collect Data	4	4	32		40
6	Develop Speed Limits for State Routes	8	12	16	2	39
7						
8	TASK 3					
9	Speed and Safety Analysis	6	3	32	1	42
10	Documentation / Recommendations	8	4	40	2	54
11						
12	TASK 4					
13	Crossing Analysis	2	2	12	1	17
14	Documentation / Recommendations	2	2	8	2	14
15						
16						
17						
18						
19						
20						

Total Hours	40	30	140	10	4	224	
Labor Costs	\$11,800	\$7,350	\$20,300	\$1,550	\$760		\$41,760

Reimbursable Expenses:

Item	Reimburs. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	

Sub Total	\$0
Total Cost	\$0

Subconsultants:

Firm	Subs. Cost
1	
2	
3	
4	
5	

Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE	\$41,800
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