



Request for Proposal

For: Transportation Resilience Improvement Plan

ANTICIPATED PROCESS SCHEDULE

Issue Request for Proposals:	December 03, 2024
Written Questions Deadline:	December 17, 2024
Submittal Deadline:	December 31, 2024
Interview Finalists:	January 14-21, 2025
Notify Finalists of Decision:	January 28–29, 2025
Contract Execution by:	February 28, 2025

December 3, 2024

A. BACKGROUND INFORMATION

The Skagit Council of Governments (SCOG) is a voluntary organization of local and tribal governments within Skagit County whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional. SCOG is the regional transportation planning organization (RTPO) and metropolitan planning organization (MPO) in Skagit County.

SCOG is initiating a request for proposals (RFP) from qualified firms for the preparation of a regional Transportation Resilience Improvement Program (TRIP). This RFP is only open to those qualified firms or individuals who satisfy the requirements stated herein and who are licensed and available to do business in Washington state. The successful firm will assist SCOG in preparing the Transportation Resilience Improvement Program (TRIP).

The Transportation Resilience Improvement Plan (TRIP) contract will be funded through a PROTECT Grant- Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation. The presiding agency for the PROTECT grant is the US Department of Transportation (DOT) and the Federal Highway Administration (FHWA); and all applicable state and federal laws must be followed. These requirements are identified in the [PROTECT Discretionary Grant Program Notice of Funding Opportunity](#).

It is anticipated that an agreement will be executed by SCOG and a firm or individual for this project, with an agreement start date anticipated in February 2025 and terminating in May 2026, following completion of the Transportation Resilience Improvement Plan, consultant will prepare a post-planning grant description of how the grant will contribute to short, intermediate, and long-term system resilience.

B. PROJECT OVERVIEW

This project is the preparation of a transportation resilience improvement plan, which will provide a prioritized list of transportation projects that will make the transportation system in Skagit County more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through formula and competitive discretionary grants. The resilience improvement plan projects will be included in the regional transportation plan and the funding of these projects aim to reduce damage and disruption to the transportation system, improve the safety of the traveling public, and improve equity by addressing the needs of disadvantaged populations that are often more vulnerable to hazards.

C. SCOPE OF SERVICES

The general scope of work for this contract is expected to include the tasks in this RFP. Proposers are expected to be familiar with the requirements established as part of the [PROTECT Formula Program established for a Transportation Resilience Improvement Plan](#). In accordance with these requirements, prepare a regional Transportation Resilience Improvement Plan (TRIP) which will be included as part of the update of the Regional Transportation Plan (RTP) and added as an appendix or chapter to the RTP or so that the TRIP meets federal requirements. This will allow projects in the TRIP to reduce their share of local match required for federal resiliency grants from the [PROTECT program](#). Resilience improvement projects under the PROTECT Program require a 20% non-Federal match. Developing a Resilience Improvement Plan reduces the match requirement if the project is included in the plan. The match can be further reduced if the Resilience Improvement Plan is incorporated into the MPO or DOT long-range transportation plan. Proposers are expected to be familiar with the [PROTECT program](#).

The general scope of work for this contract will include the following tasks:

TASK 1: PROJECT MANAGEMENT

This task includes ongoing project management and coordination with SCOG throughout the agreement period. Monthly invoices and progress reports should be submitted to SCOG for the previous month's work. Project meetings between SCOG and the consultant should occur as necessary throughout the agreement period, no less than monthly and more frequently as project work warrants. Meetings may be in person, over the phone or via web conferencing, or a combination of formats.

The contractor will provide quality control and quality assurance of all products prior to delivery at SCOG.

The contractor will conduct a kickoff meeting with SCOG Staff, an online meeting is acceptable and provide a final presentation to the Transportation Policy Board in person in Skagit County prior to completion of the contract term.

This task should continue throughout the agreement period.

Task 1 Contractor Deliverables:

- A. Project meetings as necessary
- B. Detailed Schedule for Project
- C. Monthly Progress Reports and Invoices
- D. Final Presentation

- E. Post Project Summary, which gives a description of how the grant will contribute to short, intermediate, and long-term system resilience.

TASK 2: PUBLIC ENGAGEMENT

Consistent with SCOG's [Public Participation Plan](#), the planning process includes the creation and execution of a Public Involvement Plan (PIP). The PIP should include strategies for robust engagement with the public and relevant stakeholders, including vulnerable populations and overburdened communities. Information received from engagement and collaboration should be analyzed and incorporated into the Plan. Outreach efforts should be inclusive and target minority, low income and limited English proficiency (LEP) populations. Public engagement materials must be made available in both English and Spanish. Foreign language assistance should be available upon request.

The plan should suggest multiple ways to engage and reach out to the community, to ensure robust and diverse involvement.

Task 2 Contractor Deliverables:

- A. Public Involvement Plan
- B. Design outreach and engagement strategies.
- C. Develop outreach materials
- D. Lead outreach and engagement activities.
- E. Ensure participation from vulnerable populations and overburdened communities
- F. Include outreach to community-based organizations, such as non-profit service providers.
- G. Document the engagement process for incorporation into the plan.

TASK 3: LITERATURE REVIEW AND DATA AVAILABILITY AND INVENTORY

Conduct a literature review of resilience as it relates to transportation, resilience and hazard mitigation and climate change research done in Skagit County.

This would include an inventory of data availability, an assessment of what other resilience planning projects have used or are using for data, to ensure this work is consistent regionally.

Examples of work related to climate and resilience planning projects in Skagit County:

- Comprehensive Plan periodic update climate chapters from local municipalities and Skagit County, as part of new requirements from HB 1181.
- The update of the Skagit County Hazard Mitigation plan, done by [Skagit County Department of Emergency Management DEM](#).
- Grant from NOAA to study climate resilience in Padilla Bay. This grant was received by the [Padilla Bay National Estuarine Research Reserve and includes a climate resilience working group](#). This work includes planning and modeling for both coastal and riverine flooding.
- The [Skagit Climate Consortium](#) has a work program to update their data and climate modeling.
- Climate Change modeling and data from the [University of Washington Climate Impacts Group](#).
- [2019 Community Resilience Estimates for Social Vulnerability](#)- this includes individual and household characteristics from the 2019 American Community Survey that were used in combination with data from population estimates to create social vulnerability profiles
- USGS has done numerous studies in Skagit County, including hydrologic modeling of the Skagit Basin: Links to some of the work done by USGS: [sediment load and distribution in the lower Skagit River](#); [USGS numerical simulation of the groundwater-flow in tributary subbasins and vicinity, hydrogeologic framework, groundwater movement, and water budget in tributary subbasins and vicinity, lower Skagit river basin, Skagit and Snohomish counties, Washington](#); [shallow groundwater movement in the Skagit River Delta Area, Skagit County Washington](#).
- A resilience [Pilot Project was done by Washington State Department of Transportation in 2015](#). This study used flood modeling work to

- quantitatively inform transportation asset management and inform resiliency planning for the transportation network in Skagit County.
- Statewide Transportation Resilience Improvement Plan, using PROTECT funds by WSDOT, which is a plan that will be done parallel to this planning process, so coordination is essential.
 - The project location includes the Skagit River floodplain. [A map of the floodplain prepared by Skagit County is accessible here.](#)
 - Additionally, a flood warning map has been [prepared by Skagit County, and is accessible here.](#)
 - Rail Crossing Study, prepared for by a SCOG consultant. Natural hazards and climate change were not a focus of the study, though the relationship between the BNSF mainline and branch lines in Skagit County were evaluated. Many miles of track in the project area are in the same locations susceptible to flooding as identified in the [pilot program project.](#)
 - The collapse of the Interstate 5 Skagit River Bridge in 2013 illustrated the importance of having redundant routes. The failure was not due to climate change, but it does show the impact of losing Interstate 5 to passenger and freight traffic even for a short time. The accident report from the National [Highway Transportation Safety Board is here.](#)

Task 3 Contractor Deliverables:

- A. Literature Review
- B. Data Inventory and Assessment of Availability
- C. Data Consistency Review
- D. An assessment of any gaps in data and of data quality
- E. Communication and Coordination with Regional Resilience Efforts and Statewide Resilience Planning

TASK 4: DEMONSTRATE A SYSTEMATIC APPROACH RESILIENCE AND A RISK-BASED VULNERABILITY ASSESSMENT

The Transportation Resilience Plan (TRIP) shall develop a systematic approach to resilience and that meets the requirements of the [PROTECT program](#). The transportation resilience improvement plan shall, as appropriate, include a description of how the plan will improve the ability of the MPO and State to respond promptly to the impacts of weather events and natural disasters and to be prepared for changing conditions such as sea level rise and increased flood risk. Describe the codes, standards and regulatory framework adopted in the region. Currently, Skagit County is updating their hazard mitigation plan. Build on the work done in Task 3, including the literature review and data review, to see how different planning efforts can create synergies and avoid

redundant planning projects or contradictory projects which could create conflicting efforts.

Consider the benefits of combining hard surface transportation assets, and natural infrastructure, through coordinated efforts. Assess the resilience of other community assets, including buildings and housing, emergency management assets, and energy, and communication infrastructure. Develop a long-term planning period that covers a period at least as long as the relevant SLRTP, RTP, or asset management plan. A longer period that considers the service life of relevant assets is preferable.

With SCOG Staff, conduct a risk-based assessment of vulnerabilities of transportation assets and systems to current and future weather events and natural disasters such as severe storms, flooding, drought, levee and dam failure, wildfires, landslides, sea-level rise, extreme weather, extreme temperatures, earthquakes, etc.

Task 4 Deliverables:

- A. Draft Systemic approach to surface transportation resilience and be consistent with State and local mitigations plans required under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5165)
- B. Deliver a risk-based vulnerability assessment of transportation assets and systems to current and future weather events and natural disasters to be included in the work program.
- C. Identify system redundancy and identify any routes that need alternatives
- D. Develop project prioritization criteria
- E. Consider other optional contents that may be included in the Resilience Improvement Plan consistent with [23 USC 176](#)
- F. Consider innovative criteria like a longer planning period or other ways to allow for innovative projects that respond to the multiple hazards in Skagit County.

TASK 5: DEVELOP PROJECT LIST

Develop a prioritized project list, [per PROTECT requirements](#) to reduce the non-federal share required. This work will build on the results from Task 4 and proposed solutions considering both cost-benefit and the effect on vulnerable and overburdened populations. Cross reference this work with what other County agencies and grant programs currently have programmed to avoid redundancy. Projects will be prioritized based on criteria developed under Task 4. Consult with member organizations, the State, or other organizations where appropriate to assure the feasibility and accurate cost of the

proposed projects. A cost-benefit analysis over the life of the asset should be considered as part of the project.

Task 5 Deliverables:

- A. Prioritized Project List with project cost estimates
- B. Cost Benefit Analysis of Prioritized List

TASK 6: DEVELOP A SYSTEM FOR MEMBER AGENCIES TO INCORPORATE RESILIENCE INTO THEIR PROJECT PROPOSALS

Develop criteria for member organizations to add resiliency elements to their project proposals. This would include data and mapping from the work done on the Resilience Improvement Plan to inform member agencies on what resilience efforts could be added to existing and future projects. This should include the development of a project request form, so that member organizations can submit projects for inclusion or modify current projects to add resilience elements to the project. Identify potential projects for case studies. Include cost effective ways to provide data and mapping from this study to Skagit County jurisdictions and member agencies in an easy-to-use format.

Task 6 Deliverables:

- A. Criteria developed for submittal of resiliency in member organizations projects
- B. Request form that acts as a submittal form for resiliency projects or could turn existing projects into resiliency projects.
- C. Data or mapping products to give member agencies the support needed to incorporate resiliency into their project planning. Innovation in how this could be done is encouraged.

TASK 7: DRAFT TRANSPORTATION RESILIENCE IMPROVEMENT PLAN AND INCORPORATION OF PLAN INTO THE REGIONAL TRANSPORTATION PLAN

Incorporate all the work done in the previous tasks into a draft transportation resilience improvement plan. This draft will be submitted to member agencies, stakeholders and the public for comments before finalizing the draft.

Incorporate the Transportation Resilience Plan into the Regional Transportation Plan, either administratively by reference or by incorporating it directly into the RTP by including it as a new chapter or appendix.

Task 7 Deliverables:

- A. Draft Transportation Resilience Improvement Plan submitted for comments.

- B. TRIP formatted so that it can be incorporated into the RTP- whether by an appendix or separate chapter.
- C. Final draft of the TRIP
- D. Post planning grant summary of how plan will contribute to short, intermediate, and long-term system resilience.

TASK 8: FINAL DELIVERABLES

All final deliverables shall be provided to SCOG staff with reasonable time for review prior to acceptance. SCOG staff will review all contractor provided final deliverables and submit comments to contractor in a timely manner prior to acceptance. Only timely comments are expected by SCOG to be addressed prior to finalizing deliverables, but reasonable timelines for review and comment should be provided by the contractor.

All project files associated with final deliverables shall be provided to SCOG prior to contract closeout, including, but not limited to: Word documents; Excel workbooks; PowerPoint presentations; GIS files; PDF files; and InDesign files. SCOG staff will notify contractor in a timely manner if any files appear to be missing or cannot be accessed properly.

SCOG's Transportation Policy Board meets monthly. The final presentation by the contractor is expected as soon as possible, to ensure alignment with RTP and Safety Action Plan, and no later than a March 2026 Transportation Policy Board meeting.

This task must be completed by September 2026, which is when the PROTECT performance period with FHWA ends, as outlined in the funding agreement in Appendix A.

Final Deliverables Task Contractor Deliverables:

- A. Draft plan;
- B. Presentation to Transportation Policy Board;
- C. Final plan; and
- D. All project files associated with final deliverables, including project files not yet delivered under tasks and other tools.

D. MINIMUM QUALIFICATIONS

Proposers must have demonstrated experience in the development of resilience improvement planning and transportation planning.

E. PROPOSAL SCORING CRITERIA AND CONTENT

Proposals will be scored using the following criteria:

QUALIFICATIONS- 40%

- A. Provide name, address and telephone number of the firm or individual.
- B. Describe experience on similar relevant projects with contact information for each project;
- C. Include names of project team members, professional certifications/registrations and relevant experience of each; and
- D. Provide references, including names and phone numbers of contact persons.

APPROACH - 50%

- A. Provide a detailed scope of work and describe how tasks will be accomplished. This scope should follow the tasks in the Scope of Services section of the RFP;
- B. Proposers are strongly encouraged to consider emerging best practices in conducting resilience improvement plans, data needed for a resilience improvement plan, and suggest changes in the scope of services if warranted.

SCHEDULE - 10%

- A. Provide a project schedule that includes all Scope of Services section tasks, milestones and deliverables.

Proposals must total no more than 15 pages. Dividers will not count as pages if they do not contain content (text, pictures, graphic, etc.) other than what is necessary to identify the section of the proposal. Front and back covers of the proposal will not count toward the 15 pages.

F. CONTRACT TERM

The contract is anticipated to begin in February 2025 and end in March 2026. Any contract extension must be mutually agreed by the contractor and SCOG.

G. SUBMITTAL AND SELECTION PROCESS

Proposals must be received by **5:00 p.m. (PT)** on **December 31, 2024**. It is anticipated that submitted proposals will be evaluated within one week of the submission deadline. SCOG expects to make the selection decision after evaluating written proposals, conducting interviews and contacting references. Any interviews with prospective

individuals or firms will be scheduled for **January 14-21, 2025**. A teleconferencing option will be provided to reduce travel time and costs. After interviews, references will then be contacted and a firm or individual will be selected to undertake the project.

Proposals will be reviewed based upon the qualifications of the personnel assigned to the project and experience with similar projects, technical approach, and staff capabilities. Proposals will be evaluated by a review team selected by SCOG to determine which proposal, if any, would be in the best interest of SCOG.

SCOG reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of SCOG.

This RFP includes the Scope of Services in Section C to be performed, which should be used as the general basis for the proposal. Variations or alternative approaches are welcome. Proposals which do not include all the requested information listed in Section E may be considered non-responsive. All proposals will become a part of the public file on this matter without obligation to SCOG.

H. INTERPRETATION OF RFP PRIOR TO PROPOSAL

Any person may request interpretation, clarification or correction of this RFP. Requests may be made to clarify intended meaning of any part of this solicitation, or to correct any discrepancies or omissions identified in the specifications. Such a request must be by email and must be delivered to the SCOG contact person no later than **5 p.m. (PT) on December 17, 2024**. The person submitting the request is responsible for its timely delivery. Any interpretation, clarification, or correction to the RFP will be made by written addendum and will be available on the homepage of SCOG's website (www.scog.net), under "Recent News".

Any questions concerning this solicitation should be directed during the hours of 8:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to:

Sarah Ruether
Associate Planner
Skagit Council of Governments
Telephone: (360) 416-6678
Email: saruether@scog.net

I. POST-CLOSING DISCUSSION

Conversations may take place between SCOG and proposers after the responses are opened, for purposes of clarification. Proposers will be held to the information submitted in their proposals and subsequent negotiations.

Those submitting proposals may be required to make a presentation to SCOG as part of the selection process. The presenter shall be the person within the proposer's organization who is responsible for the transportation planning service.

J. INCURRED COST

This RFP does not obligate SCOG to award any contract. SCOG will not be held responsible for any cost or expense that may be incurred by the proposer in preparing and submitting a proposal in response to this RFP or any cost or expense incurred by the proposer before the execution of a contract agreement. The proposer shall be solely responsible for any and all costs associated with submitting a proposal including any and all cost associated with interviews. No claims shall be submitted to SCOG for preparation or presentation of proposals.

All expenditures under any contract are subject to eligibility requirements in the SCOG-Federal Highway Administration PROTECT Agreement included as Appendix A of this RFP, as well as all applicable state and federal laws.

K. PROTEST OF CONTRACT AWARD

Protests concerning the contractor selection process must be delivered in writing to SCOG within 14 calendar days of the award announcement. SCOG will review the protest, contact the parties involved, and recommend the appropriate action to the SCOG Transportation Policy Board. The Board's decision will be the final SCOG position. The final decision will be presented to all interested parties within forty-five (45) calendar days of receipt of the protest.

L. ASSIGNMENT

The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of SCOG.

M. ADDITIONAL LANGUAGE

SCOG reserves the right to introduce additional terms and conditions at the time the final agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as

omissions or misstatements, which are discovered after the RFP is issued, or that reflect state or federal law changes, or as required by funding entities.

N. PROPOSER'S RESPONSIBILITY

By submitting a proposal, a firm or individual represents that:

1. The proposer has read and understands RFP and the proposal is made in accordance therewith.
2. The proposer is familiar with the local conditions under which this proposal must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service; and
3. It is understood, and the proposer agrees, that the proposer shall be solely responsible for all services provided.

Each proposer shall be responsible for reading and completely understanding the requirements and specifications contained herein. The deadline for submission of proposals will be strictly adhered to. Late proposals will not be considered.

O. CONTRACT REQUIREMENTS

The successful contractor will be required to enter into a contract with SCOG as per the provisions of the ["General Terms and Conditions Under the Fiscal Years 2022 and Fiscal Year 2023 PROTECT Discretionary Program" Revision Date October 1, 2024](#). PROTECT Grant Program agreement between SCOG and the Federal Highway Administration, copies of which are available at the SCOG office and are included in Appendix A of this RFP. Through this reference, all the provisions within the Agreement are made a part of this RFP.

P. PROFESSIONAL LIABILITY INSURANCE

Upon selection, the proposer shall be responsible for providing proof of professional liability insurance coverage for errors and omissions in the proposed work. The coverage should amount to at least \$1,000,000.

Q. TITLE VI ASSURANCES

The Skagit Council of Governments, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of race, color, or national origin in consideration for an award.

R. PROPOSAL SUBMITTAL

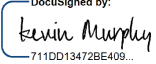
Proposals must be **received** by **5:00 p.m.** (PT) on **December 31, 2024**. Late proposals will not be accepted. Proposals shall be emailed to:

Sarah Ruether
Associate Planner
Skagit Council of Governments
Email: saruether@scog.net

APPENDIX A

- | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------|-----------------------------------------------------------|--------------|--------------------------------|-------------|---------------|---------------------|--|
| <p>1. Award No.
693JJ32540292</p> | <p>2. Effective Date
See No. 17 Below</p> | <p>3. Assistance Listings No.
20.205</p> | | | | | | | | |
| <p>4. Award To
Skagit Council of Governments
315 South Third Street
Suite 100
Mount Vernon, WA 98273-3855</p> <p>Unique Entity Id.: CZ3CKHWW3DY3
TIN No.: 91-1005030</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> | | | | | | | | | |
| <p>6. Period of Performance
Effective Date of Award –
9/30/2026</p> | <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share (PROTECT):</td> <td>\$299,623.00</td> </tr> <tr> <td>Other Federal Funds (Surface Transportation Block Grant):</td> <td>\$108,222.82</td> </tr> <tr> <td>Recipient Share (Local Funds):</td> <td>\$16,890.27</td> </tr> <tr> <td>Total:</td> <td>\$424,736.09</td> </tr> </table> | Federal Share (PROTECT): | \$299,623.00 | Other Federal Funds (Surface Transportation Block Grant): | \$108,222.82 | Recipient Share (Local Funds): | \$16,890.27 | Total: | \$424,736.09 | |
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| Recipient Share (Local Funds): | \$16,890.27 | | | | | | | | | |
| Total: | \$424,736.09 | | | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
Section 11405 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”); codified at 23 U.S.C. 176</p> | | | | | | | | | |
| <p>10. Procurement Request No.
HEPN250008PR</p> | <p>11. Federal Funds Obligated
\$299,623</p> | | | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 13 of General Terms and Conditions.</p> | <p>13. Payment Office
See Article 13 of General Terms and Conditions.</p> | | | | | | | | | |
| <p>14. Accounting and Appropriations Data
15X1240050.0000.060V261500.6801000000.41010.61006600</p> | | | | | | | | | | |
| <p>15. Description of Project
PROTECT Planning Grant for Regional Transportation Resilience Improvement Plan.</p> | | | | | | | | | | |

RECIPIENT
16. Signature of Person Authorized to Sign

DocuSigned by:
 11/25/2024
711DD13472BE408...

Signature _____ Date _____
 Name: Kevin Murphy
 Title: Executive Director

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

ROBIN K HOBBS Digitally signed by ROBIN K HOBBS
Date: 2024.11.25 16:4 9:21 -0500

Signature _____ Date _____
 Name: Robin K. Hobbs
 Title: Agreement Officer

FEDERAL HIGHWAY ADMINISTRATION

**GRANT AGREEMENT UNDER THE FY 2022 – 2023 PROMOTING
RESILIENT OPERATIONS
FOR
TRANSFORMATIVE, EFFICIENT AND COST SAVING TRANSPORTATION
DISCRETIONARY GRANT PROGRAM (PROTECT)**

This agreement is between the Federal Highway Administration (the “FHWA”) and the Skagit Council of Governments (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Promoting Resilience Operations for Transformative, Efficient and Cost Saving Transportation (“PROTECT”) Discretionary Program Grant for the Regional Transportation Resilience Improvement Plan.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled: “General Terms and Conditions Under the Fiscal Years 2022 and Fiscal Year 2023 PROTECT Discretionary Program”, Revision date: October 1, 2024, that is available at https://www.fhwa.dot.gov/environment/protect/discretionary/grant_recipients/ in the upper right hand corner of the page.

The General Terms and Conditions reference the information contained in the schedules A -K to this agreement. The General Terms and Conditions are part of this agreement.

- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the PROTECT grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the PROTECT Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

2.1 The FHWA is required under 23 U.S.C. 176(f)(1)(B)) to establish impact and effectiveness metrics and evaluation procedures for the PROTECT Discretionary Grant Program. The FHWA will select a representative sample of FY 2022 and FY 2023 PROTECT Discretionary Grant Program projects and evaluate the effectiveness and impact of each project using the metrics established under 23 U.S.C. 176(f)(1)(B). The Recipient acknowledges that the project described herein may be selected as part of this representative sample. The Recipient acknowledges further that if the project is selected then the Recipient may have additional reporting requirements pursuant to that selection.

SCHEDULE A ADMINISTRATIVE INFORMATION

1. Application.

Application Title: PROTECT Planning Grant for Regional Transportation Resilience Improvement Plan

Application Date: 8/10/2023

2. Recipient's Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Mark Hamilton
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cubellis@scog.net

Debbie Carter
Executive Assistant & Clerk of the Board Skagit
Council of Governments
315 South Third Street, Suite 100 Mount
Vernon, WA 98273-3855
(360) 416-7875
dcarter@scog.net

4. Recipient Key Personnel.

Kevin Murphy Executive
Director
Skagit Council of Governments 315 South
Third Street, Suite 100 Mount Vernon,
WA 98273-3855
(360) 416-7871
kmurphy@scog.net

Mark Hamilton
Senior Transportation Planner Skagit
Council of Governments 315 South Third
Street, Suite 100 Mount Vernon, WA
98273-3855
(360) 416-7876
markh@scog.net

5. FHWA Project Contact(s).

Division Administrator, FHWA Washington Division
Agreement Officer's Representative (AOR)
711 South Capitol Way, Ste 501
Olympia, WA 98501-1284
(360) 753-9480
Washington.FHWA@dot.gov

Tonya D. Jones, Discretionary Grants Manager FHWA
Washington Division
711 South Capitol Way, Ste 501
Olympia, WA 98501-1284
(503) 753-9488
Tonya.Jones@dot.gov

Kelly Dolan, Community Planner Washington Division FHWA
Washington Division
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6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management. See section 12.7(b) of the General Terms and Conditions.

8. Federal Award Identification Number.

See section 25.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

Climate Change and Environmental Justice Impacts Actions: As part of the Project, the Recipient will demonstrate effort to consider climate change and environmental justice impacts. This standalone planning project has no future construction phase.

Racial Equity and Barriers to Opportunity Actions: As part of the Project, the Recipient will demonstrate effort to improve racial equity and reduce barriers to opportunity. This standalone planning project has no future construction phase.

Labor and Work: As part of the Project, the Recipient will demonstrate, to full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. This standalone planning project has no future construction phase.

**SCHEDULE C
 AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 09/30/2026

Period of Performance End Date: See section 4.4 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
NEPA Completion	11/15/2024
Planned Project Completion Date:	06/30/2026

3. Special Milestone Deadlines.

None.

**SCHEDULE D
 AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

PROTECT Grant Amount: \$299,623

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Total
PROTECT Grant Funds:	\$299,623.00
Other Federal Funds:	\$108,222.82
State Funds:	\$0
Local Funds:	\$16,890.27
In-Kind Match:	\$0
Other Funds:	\$0
Total:	\$424,736.09

4. Approved Pre-award Costs

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E CHANGES FROM APPLICATION

Scope:

There are no notable changes from the application.

Schedule:

Project completion date extended from June 30, 2025 to June 30, 2026 due to later than expected award announcement. Application was submitted August 10, 2023 with awards announced on April 10, 2024.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Project Completion Date:	06/30/2025	06/30/2026

Budget:

Budget Categories in the application from Standard Form 424A identified PROTECT Planning Grant funding to Personnel (\$17,819), Fringe Benefits (\$12,207), Contractual (\$250,000), and Indirect Charges (\$19,597) for a total of \$299,623. All PROTECT Planning Grant funding is revised to Contractual (\$299,623) with no funding (\$0) to any of the other Budget Categories.

Other:

There are no other notable changes from the application.

**SCHEDULE F
PROTECT PROGRAM DESIGNATIONS**

1. Capital or Planning Designation.

Capital-Planning Designation: Planning

2. Funding Source.

Funding Source: Trust Fund

3. Security Risk Designation.

Security Risk Designation: Low

4. Funding Acts.

Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021): Highway Trust Funds (IIJA § 11101(b)(1)(E))

Consolidated Appropriations Act 2022 (Pub. L. 117-103): General Funds Consolidated

Appropriates Act 2023 (Pub. L. 117-328): General Funds

5. Funds Obligation.

FY 2022 Funds Obligation Deadline: September 30, 2025

FY 2023 Funds Obligation Deadline: September 30, 2026

6. Cancellation Date.

Highway Trust Funds: Available until expended FY 2022

General Funds: September 30, 2030

FY 2023 General Funds: September 30, 2031

**SCHEDULE G
 PROTECT PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Skagit County, Washington

Baseline Measurement Date: 12/01/2024

Baseline Report Date: 03/01/2025

Table 1: Performance Measure Table for PROTECT Planning Grants

Applicability	Measure	Measurement Frequency
Planning Grants	<u>Number and type</u> of Skagit Council of Governments and partner plans developed by or incorporating resilience information from the PROTECT project	Baseline Report Date and within 120 days after Period of Performance ends
Planning Grants	<u>Number and type</u> of Skagit Council of Governments tools procured or utilized for resilience related planning analysis to assess hazard severity, duration, and recovery from hazard events	Baseline Report Date and within 120 days after Period of Performance ends

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

As part of the Project, the Recipient will demonstrate effort to consider climate change and environmental justice impacts. This standalone planning project has no future construction phase.

**SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

As part of the Project, the Recipient will demonstrate effort to improve racial equity and reduce barriers to opportunity. This standalone planning project has no future construction phase.

SCHEDULE J LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	<p>The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>

	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
X	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

As part of the Project, the Recipient will demonstrate, to full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. This standalone planning project has no future construction phase.

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

The Recipient has an award with same operating administration that makes the Recipient subject to the operating administration's Title VI requirements. Recipient

Type Designation: Existing

Existing Award Program: 20.939

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is "Exist