

**City Of Woodland
Council Agenda Summary Sheet**

Agenda Item:

Approval of contract with Transportation Improvement Board (TIB) for \$260,000 grant for Park and Buckeye Overlay Project

Agenda Item #: Action (D)

For Agenda of: December 16, 2013

Department: Public Works

Date Submitted: December 10, 2013

Cost of Item: \$290,000

Amount Budgeted: \$290,000

Unexpended Balance: \$290,000

BARS #: 104 000 000 542 30 48 00 (Street Fund)

Description: **Park and Buckeye 2014 Overlay Project**

Department Supervisor Approval:

Public Works Department /s/

Bart Stupp

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Proposed TIB Contract for Park and Buckeye Overlay Project
- 2) TIB Grant Application

Summary Statement:

Background:

Previously at the August 19th, 2013 City Council Meeting council approved applying for grant funds from the Transportation Improvement Board to pay for an asphalt grind and overlay of Park and Buckeye streets. This project had a total cost of \$290,000 with \$260,000 coming from a TIB grant and \$30,000 as the City match.

At the November 22nd TIB Board meeting this project was awarded grant funds by TIB. Attached is the contract with TIB that needs approval to receive the grant funds. Project would be completed in the summer of 2014. Staff recommends approval of the contract.



Washington State Transportation Improvement Board

RECEIVED

DEC 06 2013

CITY OF WOODLAND

TIB Members

November 25, 2013

Councilmember Sam Crawford, Chair
Whatcom County

Councilmember Jeanne Burbidge, V. Chair
City of Federal Way

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Todd Coleman, P.E.
Port of Vancouver

Kathleen Davis
WSDOT

Mark Freiburger, P.E.
City of Sedro-Woolley

Mayor James Irish
City of La Center

Councilmember R.E. Bob Olson
City of Kennewick

Laura Philpot, P.E.
City of Sammamish

Heidi Stamm
HS Public Affairs

Commissioner Richard Stevens
Grant County

Harold Taniguchi
King County Metro Transit

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Ralph Wessels, P.E.
Bicycle Alliance of Washington

Clay White
Snohomish County

Mr. Bart Stepp, P.E.
Public Works Director
City of Woodland
Post Office Box 9
Woodland, WA 98674-0100

Dear Mr. Stepp:

Congratulations! We are pleased to announce the selection of your project, FY 2015 Arterial Preservation Project, Multiple Locations, TIB project number 3-W-954(002)-1.

Total TIB funds for this project are \$260,000. Arterial Preservation Program (APP) funding is appropriated by the Legislature for the biennium. APP Projects proceeding to construction after June 2015 may lose funding.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimburseable expenses after you receive approval from TIB.

In accordance with RCW 47.26.84, you must certify full funding by November 22, 2014 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or e-mail ClintR@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2015 Overlay Program

WOODLAND

Street	Termini	Pavement Length	Pavement Width
Buckeye St	Goerig to Park	781 feet	40 feet
Park St	Buckeye to Davidson	1,340 feet	40 feet



City of Woodland
3-W-954(002)-1
FY 2015 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Woodland
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2015 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Woodland, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$260,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 49 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

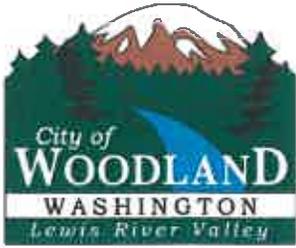
Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



P.O. Box 9
Woodland, WA 98674
www.ci.woodland.wa.us

100 Davidson Avenue
fax: (360) 225-1201

Police
(360) 225-6965

230 Davidson Avenue
fax: (360) 225-7336

**Mayor's Office
Clerk-Treasurer**
(360) 225-8281

Building
(360) 225-7299

Planning
(360) 225-1048

300 East Scott Avenue
fax: (360) 225-7467

Public Works
(360) 225-7999

August 20, 2013

Transportation Improvement Board
Attn: Clint Ritter
PO Box 40901
Olympia, WA 98504-1151

RE: Buckeye and Park EPP Application

Dear Mr. Ritter,

Enclosed is a completed Arterial Preservation Funding Application for a grind and overlay project on Buckeye and Park Streets. The City is requesting \$260,000 for a \$290,000 improvement project.

In our 2014 – 2019 six-year Transportation Improvement Plan this is project #4. Projects 1-3 are already funded. There is some additional sidewalk in this project which is necessary to complete the ADA ramps. This is because one block of sidewalk on Buckeye is elevated above the street so much that there are stairs at one corner. In order to make this section ADA accessible the entire block of sidewalk must be replaced at a lower level in order to meet up with the new ADA ramps.

The City would complete all design and construction engineering for this project with City Staff. TIB funds would only be used for the construction contract.

Sincerely,

Bart Stepp, PE
Public Works Director



2013 Arterial Preservation Funding Application

for Arterial Preservation Program (APP)

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at ClintR@tib.wa.gov

Agency Name WOODLAND Legislative District(s) 20

Arterial Names Buckeye Street and Park Street Congressional District(s) 3

Length in feet 2,120 Feet [Find Legislative or Congressional District](#)

Agency Contact Bart Stepp Phone Number 360-225-7999

Email Address steppb@ci.woodland.wa.us

ELIGIBLE FACILITIES

- ♦ Urban federally functionally classified streets except state highways
- ♦ Sidewalk ramps within the project limits must be brought to current standards

APPLICATION ATTACHMENTS

Include the following attachments with your application

- Written documentation from provider (if applicable)
- Street map indicating the requested segments.
- Agency official must sign application
- Segment Detail worksheet
- Signed engineer's estimate showing a cost breakdown for each segment
- Letter of commitment from funding partner(s)

PROJECT SCHEDULE

Enter target or actual dates

	Date
Start Design Engineering	<u>Feb 2014</u>
Contract Advertisement	<u>Apr 2014</u>
Contract Completion	<u>Aug 2014</u>

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain economy of scale in the space provided below.

Work will be bid early in the contract season and contractors will be provided a long contract time to provide the most flexibility to the contractor to obtain the lowest possible cost to the City. The City will complete engineering and construction administration in-house, saving on engineering and administration costs.

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? NO

Enter justification for unbalanced TIB Fund Distribution in the cell below

All engineering will be in-kind work done by City staff so design and construction engineering funds are not needed from TIB. TIB funds are only needed for the construction contract.

Enter Requested Total TIB Funds \$ 260,000

Maximum TIB Ratio **90.0%**

Enter the Total Project Costs to the nearest dollar in cells F40 to F43

If TIB Fund Distribution is unbalanced, enter TIB funds in cells G40 to G43

	Total Project	TIB Funds	Local Funds
Design Engineering	8,000		8,000
Construction Engineering	22,000		22,000
Construction Other	0		
Construction Contract	260,000	260,000	0
TOTALS	290,000	260,000	30,000
Noneligible Engineering			0
Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement			
Other Noneligible Costs			
(i.e. landscaping , utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			290,000
TIB Matching Ratio			90%
Total TIB Funds/Total Eligible Cost			

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
WOODLAND	Public		30,000
TOTAL			30,000
Local funds are correct			

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Bart Stepp
Agency Official Signature

8/20/13
Date Signed

Bart Stepp, PE, Public Works Director
Printed or Typed Name & Title

2014 Park Buckeye Overlay Cost Estimate

Date Printed: 8/13/2013

Cost Estimate for overlaying Goerig from Buckeye to Davidson, Buckeye from Goerig to Park, and Park from Buckeye to Davidson

Prepared for City of Woodland, WA by Bart Stepp, PE, Woodland Public Works Director.

Item #	Park and Buckeye Overlay 40' wide, 2,200' long Description	Unit	Unit Price	Contract Quantity	Contract Total
1	MOBILIZATION	LS	\$ 10,000.00	1	10,000.00
2	SPCC PLAN	LS	\$ 500.00	1	500.00
3	PROJECT TEMPORARY TRAFFIC CONTROL	LS	\$ 2,000.00	1	2,000.00
4	TRAFFIC CONTROL SUPERVISOR	LS	\$ 5,000.00	1	5,000.00
5	FLAGGERS AND SPOTTERS	Hours	\$ 52.00	150	7,800.00
6	ROADSIDE CLEANUP	LS	\$ 2,000.00	1	2,000.00
7	HMA CL. 1/2 PG 64-22 (3" overlay)	TN	\$ 75.00	1600	120,000.00
8	Planing Bituminous Pavement	SY	\$ 2.50	9500	23,750.00
9	Material Testing	LS	\$ 1,200.00	1	1,200.00
10	Concrete Sidewalk	SY	\$ 50.00	160	8,000.00
11	Concrete Sidewalk ADA Ramp	EA	\$ 4,000.00	14	56,000.00

Subtotal	236,250.00
Contingencies @ 10%	\$23,625.00
Amount Due	\$259,875.00
Engineering Cost	\$8,000.00
Construction Administration Cost	\$22,000.00

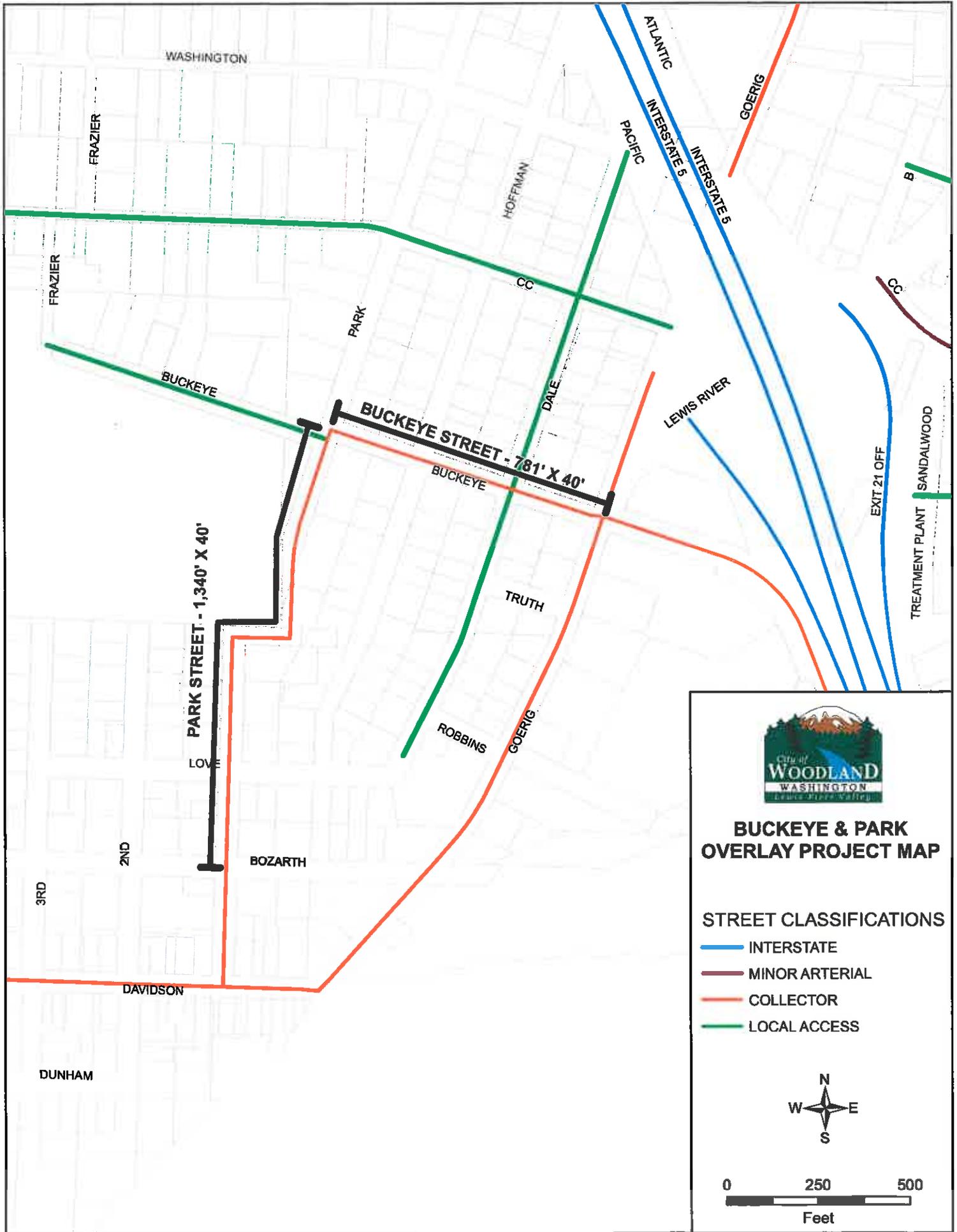
Total 2014 Goerig Park Buckeye Overlay Project Cost: \$289,875.00

Bart Stepp

Bart Stepp, PE

8/13/2013

Date



WASHINGTON

FRAZIER

FRAZIER

BUCKEYE

PARK

BUCKEYE STREET - 781' X 40'

BUCKEYE

PARK STREET - 1,340' X 40'

LOVE

2ND

3RD

DAVIDSON

DUNHAM

WASHINGTON

ATLANTIC

INTERSTATE 5

GOERIG

PACIFIC

HOFFMAN

CC

DALE

LEWIS RIVER

TRUTH

ROBBINS

GOERIG

BOZARTH

B

CC

EXIT 21 OFF

SANDALWOOD

TREATMENT PLANT



BUCKEYE & PARK OVERLAY PROJECT MAP

STREET CLASSIFICATIONS

- INTERSTATE
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ACCESS

