

1. Agenda

Documents:

[PWC AGENDA 12-3-2018.PDF](#)

2. Meeting Materials

Documents:

[ACCEPTANCE OF THE TIB GRANT FUNDING FOR THE OVERLAY OF 102ND AVE.PDF](#)
[AMENDMENT TO PERTEETS CONTRACT FOR 90TH AVE TO EXTEND LENGTH OF CONTRACT.PDF](#)



AGENDA

PUBLIC WORKS COMMITTEE

Monday, December 3, 2018 - 5:00 PM

Wastewater Treatment Plant – 26729 98th Drive NW

AGENDA

1. WM Rate Increase
2. Amendment to Perteet's Contract for 90th Ave to Extend Length of Contract
3. Acceptance of the TIB Grant Funding for the Overlay of 102nd Ave

Discussion:

- QCC
- On-Call Professional Service Contract Extensions



**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 3

DATE: December 3, 2018

SUBJECT: Washington State Transportation Improvement Board (T.I.B.) Overlay Grants

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Agreement with the T.I.B.

ISSUE

The issue in front of the city council is whether or not to authorize the mayor to sign an agreement with the T.I.B. for grant funding of the 102nd Avenue overlay project.

SUMMARY

The city was successful in obtaining grant funding from the T.I.B. for paving 102nd Avenue from 271st Street to city limits.

DISCUSSION

These grants are for 90% of the costs, requiring a 10% match by the city. The total grant funding is \$271,312 and the 10% match will be \$30,146. This project is in the City's 2019 budget and Capital Improvement Plan. Along with the paving, approximately 9 ADA ramps will be brought up to current standards.

City staff has spoken with the Snohomish County overlay program manager, and been told that these projects can be included in the county's overlay program in 2019.

FISCAL IMPACT

The 10% match of \$30,146 is in the 2019 budget.

COMMITTEE OPTIONS

1. Direct staff to take the T.I.B. grant to full council with recommendation of approval.
2. Direct staff to take the T.I.B. grant to full council with recommendation of denial.

RECOMMENDED ACTION

DIRECT STAFF TO TAKE THE T.I.B. GRANT FOR \$271,312 TO COUNCIL WITH RECOMMENDATION OF APPROVAL.



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem
City of Sumner

Sue Dreier
Pierce Transit

Commissioner Terri Drexler
Mason County

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

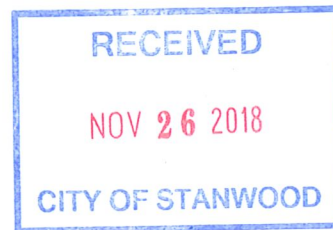
Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Councilmember Mike Todd
City of Mill Creek

November 16, 2018

Mr. Shawn Smith
City Engineer
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292-8022



Dear Mr. Smith:

Congratulations! We are pleased to announce the selection of your project, FY 2020 Overlay Project, Multiple Locations, TIB project number 3-P-823(005)-1.

Total TIB funds for this project are \$271,312.

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 reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 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 Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
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 2020 Overlay Program

STANWOOD

Street	Termini	Pavement Length	Pavement Width
102nd Street NW	271st St NW to C/L	1,700 feet	30 feet



City of Stanwood
3-P-823(005)-1
FY 2020 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2020 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$271,312 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 479 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

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



TIB Project Number: **3-P-823(005)-1**

Target Dates

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**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 2

DATE: December 13, 2018

SUBJECT: Contract extension with Perteet Engineering for the 90th Avenue/Viking Way Project

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Supplemental Agreement

ISSUE

The issue in front of the Public Works Committee is to authorize the mayor to approve a no cost time extension with Perteet Engineer for the 90th Avenue/Viking Way Project.

SUMMARY

Council authorized the Mayor to sign a contract with Perteet Engineering for the 90th Avenue/Viking Way project on March 27, 2015. Multiple extensions have been necessary due to design changes and stalled right of way negotiations. The current contract ends December 31, 2018.

The City is hoping to advertise for contractors on this project in the first quarter of 2019. In order to continue working with Perteet Engineering, staff would like to implement an extension to December 31, 2019. There is no additional cost associated with this extension.

DISCUSSION

This project is at 90% design and is currently in right of way negotiations. Negotiations have stalled, prompting council to approve an ordinance to proceed to condemnation. The timeline for this process is unknown.

Since Perteet Engineering has already done the design and specifications for this project, and hired Universal Land as its sub consultant for appraisal and right of way negotiation work, it will be much less expensive and save significant time, to allow them to continue on with the project.

FISCAL IMPACT

This is a no cost time extension. There is no additional budget being requested at this time.

COMMITTEE OPTIONS

1. Direct staff to bring this to council on the consent agenda for their approval.
2. Direct staff to pursue other firms through another RFQ proposal.

RECOMMENDED MOTION

I MOVE TO DIRECT STAFF TO BRING THIS TO COUNCIL ON THE CONSENT AGENDA FOR THEIR APPROVAL.


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>9</u>		Organization and Address	
Original Agreement Number 2015-22		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201	
Project Number		Phone:	
		Execution Date March 27, 2015	Completion Date December 31, 2019
Project Title 90th Ave. N.W. Extension - Viking Way		New Maximum Amount Payable \$496,974 - No Change	
Description of Work Time extension			

The Local Agency of City of Stanwood

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on March 27, 2015 and identified as Agreement No. 2015-22

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2019

III

Section V, PAYMENT, shall be amended as follows:

No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: City of Stanwood


Consultant Signature

Approving Authority Signature

Date