

RESOLUTION NO. 11-730

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
RELATED TO A GRANT AGREEMENT WITH
WASHINGTON STATE TRANSPORTATION
IMPROVEMENT BOARD FOR THE OVERLAY OF A
PORTION OF 288TH STREET EAST

WHEREAS, the City's grant application for the Transportation Improvement Board Street Preservation Program was selected for 288th Street East in the amount of 101,149; and

WHEREAS, the City has the staff and funds to complete the project in 2011; and

WHEREAS, a grant agreement (Fuel Tax Agreement) with Washington State Transportation Improvement Board is required to establish the terms of funding for the 288th Street East overlay project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the Fuel Tax Agreement for the 288th Street East Overlay project TIB #2-P-800(002)-1, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JANUARY, 2011.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk



Washington State Transportation Improvement Board

TIB Members

Commissioner Greg Parich
Chair, Whitman County

Mayor James Irish
Vice Chair, City of La Center

Councilmember Jeanne Burbidge
City of Federal Way

Todd Coleman, P.E.
Port of Vancouver

Councilmember Sam Crawford
Whatcom County

Kathleen Davis
WSDOT

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

Councilmember William Gothmann, P.E.
City of Spokane Valley

Secretary Paula Hammond, P.E.
WSDOT

Paul Ingiosi
Office of Financial Management

Laura Philpot
City of Sammamish

Heidi Stamm
HS Public Affairs

Harold Taniguchi
King County Metro Transit

Steve Thomsen, P.E.
Snohomish County

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Ralph Wessels, P.E.
Bicycle Alliance of Washington

Commissioner Mike Wilson
Grays Harbor County

December 13, 2010

Mr. Seth Boettcher, P. E.
Public Works Director
City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010-0599

Dear Mr. Boettcher:

Your copy of the signed Fuel Tax Agreement for the FY 2012 Overlay project, TIB # 2-P-800(002)-1, is enclosed. Reimbursable work may now begin.

What do I need to do before I can solicit construction bids?

1. Send TIB plans, specs, and engineer's estimate for review and approval.

What do I need to do before I can award the contract?

1. Request a copy of the Updated Cost Estimate (UCE) form from your project engineer;
2. Complete and return the UCE form;
3. Attach a copy of the bid tabulations.

You may not award the contract until you receive TIB approval.

If you have any questions regarding this process, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

Thomas G. Ballard, P.E.
Interim Executive Director

Enclosures

COMMUNITY DEVELOP.

DEC 20 2010

RECEIVED

Thomas G. Ballard, P.E.
Interim Executive Director

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



RECEIVED

LEAD AGENCY:	BLACK DIAMOND
PROJECT NUMBER:	2-P-800(002)-1
PROJECT TITLE:	FY 2012 Overlay Project
PROJECT TERMINI:	Multiple Locations

DEC 13 2010

TIB

1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, 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 supercedes all previous written or oral agreements between the parties.

2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

4.0 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 personnel authorized to bind each of the parties.

5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant 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 grant recipient's other rights under this Agreement.

6.0 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.



7.0 TERMINATION

7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. 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.

7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



Washington State Transportation Improvement Board
Fuel Tax Grant Distribution Agreement

8.0 AVAILABILITY OF TIB FUNDS

The availability of Transportation Improvement Board funds is a function of Motor Vehicle Fuel Tax collections and existing contractual obligations. The local agency shall submit timely progress billings as project costs are incurred to enable accurate budgeting and fund management. Failure to submit timely progress billings may result in delayed payments or the establishment of a payment schedule.

9.0 ATTACHMENTS

Attachments are incorporated into this agreement with subsequent amendments as needed.

Approved as to Form
This 14th Day of February, 2003
Rob McKenna
Attorney General

By:

Signature on file

Elizabeth Lagerberg
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Rebecca Olness 12-9-10
Signature of Chairman/Mayor Date

Thomas G Ballard 12/13/2010
Executive Director Date

Rebecca Olness
Print Name

Thomas G Ballard
Print Name

Attachment 1

Project Funding Summary

Project Information

Lead Agency **BLACK DIAMOND**
Project Number **2-P-800(002)-1**
Project Title **FY 2012 Overlay Project**
Project Termini **Multiple Locations**

TIB funds for the project are:

Phase	TIB Funds
Design	0
Right of Way	0
Construction	101,149
Total Grant	<hr/> 101,149

Small City Preservation Program (SCPP)
Approved Segment Listing

FY 2012 Overlay Program

BLACK DIAMOND

Street	Termini	Pavement Length	Pavement Width
SE 288th St	216th Ave to 224th Ave	2,430 feet	28 feet

Attachment 1

Small City Preservation Program

Project Information

Lead Agency: City of Black Diamond

Project Number: 2-P-800(002)-1

Project Title: FY 2012 Overlay

Project Termini: Multiple Locations

TIB funds for the project are as follows:

Phase	TIB Funds
Design	0
Construction	101,149
Total Grant	<hr/> 101,149

Documents Required Prior to Advertising

- Plans and Specifications package
- Final Engineer's Estimate

Documents Required at Bid Award Phase

- Bid Award Updated Cost Estimate Form
- Bid Tabulations
- Cost change justification

Documents Required at Contract Completion Phase

- Contract Completion Updated Cost Estimate Form
- Final Quantities and Ledger
- Cost change justification

Amendments to Agreement (if any)