



Washington State Transportation Improvement Board

November 16, 2018

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City of Pullman

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WSDOT

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City of Mukilteo

David Ramsay
Feet First

Councilmember Mike Todd
City of Mill Creek

Mr. Paul Hartwig
Public Works Director
City of College Place
625 South College Avenue
College Place, WA 99324-1516

Dear Mr. Hartwig:

Congratulations! We are pleased to announce the selection of your project, NE C Street, N College Avenue to NE Larch Avenue, TIB project number 8-4-177(009)-1.

Total TIB funds for this project are \$1,682,500.

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

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- 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 Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

No federal funding has been identified in your project and was a factor in its selection. Federalizing this project may result in disallowing cost increase requests.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@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

City of College Place

625 S. College Avenue
College Place, Washington 99324
(509) 529-1200
FAX: (509) 525-5352

December 11, 2018

Mr. Ashley Probart
Executive Director
Transportation Improvement Board
P.O. Box 40901
Olympia, WA 98504-0901

RE: NE C STREET, N COLLEGE AVENUE TO NE LARCH AVENUE, TIB PROJECT NUMBER 8-4-177(009)-1)

Dear Mr. Probart:

Our council approved acceptance of TIB's funding offer dated November 16, 2018 for the NE C Street, N College Avenue to NE Larch Avenue, TIB Project (8-4-177(009)-1) on December 11, 2018. We would like to express our sincere appreciation for TIB's continued support of our efforts to revitalize our community through the reconstruction of our transportation infrastructure. We also want to express our appreciation for the responsiveness and supportiveness of your staff. They are a pleasure to work with.

Per your request, please find the following documents enclosed:

- Project Funding Status Form
- Adopted Six-year Transportation Improvement Plan
- Two signed copies of the Fuel Tax Grant Distribution Agreement

Sincerely,



Paul Hartwig
Public Works Director
City of College Place



City of College Place
8-4-177(009)-1
NE C Street
N College Avenue to NE Larch Avenue

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of College Place
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the NE C Street, N College Avenue to NE Larch Avenue (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of College Place, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$1,682,500 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



- 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.



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



City of College Place
8-4-177(009)-1
NE C Street
N College Avenue to NE Larch Avenue

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of College Place
AGREEMENT

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Approved as to Form
Attorney General


By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

 12/11/2018
Chief Executive Officer Date

Executive Director

Date


Harvey R Crowder
Print Name

Print Name



Project Funding Status Form

Agency Name: **COLLEGE PLACE**
Project Name: **NE C Street**
N College Avenue to NE Larch Avenue

TIB Project Number: **8-4-177(009)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

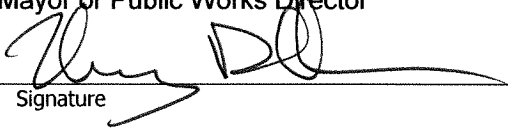
PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
COLLEGE PLACE	1,381,430	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	1,381,430	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director


Signature

Date

Harvey R Crowder
Printed or Typed Name

Title

Financial Officer


Signature

12/11/18
Date

Sarah K Killgore
Printed or Typed Name

Finance Director
Title