



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
 FROM: Hari Ponnekanti, Public Works Director/ City Engineer
 BY: Catrien de Boer, Grant Analyst
 CC: Mayor Thomas McLeod
 DATE: February 23rd, 2023
 SUBJECT: Southcenter Boulevard & 65th Avenue South Signal
 Project No. 90310404
 TIB Urban Arterial Program Grant Award

ISSUE

Accept a Transportation Improvement Board (TIB) Urban Arterial Program (UAP) grant award for \$782,090 to fund the construction of the Southcenter Boulevard and 65th Avenue S Signal.

BACKGROUND

In 2016, a signal warrant analysis was completed at two intersections with Southcenter Boulevard: 65th Avenue S and 62nd Avenue S. While both intersections met the criteria for signalization, the recommendation was to prioritize the signal at the intersection of 65th Avenue S. A signal at 65th Avenue S is anticipated to also regulate operations at 62nd Avenue S as well as the speeds along Southcenter Boulevard. In 2021, this project was added to the Traffic Impact Fee list.

DISCUSSION

In August 2023, staff submitted an application to the UAP to fund the construction of the Southcenter Blvd and 65th Ave S signal. In early December, the Council approved a contract with KPG, Psomas, to complete the preliminary engineering/design for this project using CIP funds. In mid-December, staff was notified that we received the full grant award for \$782,090 to fund the construction of this project.

FINANCIAL IMPACT

The City was awarded a \$782,090 grant from the TIB for the construction of the Southcenter/65th Ave S signal. The grant requires a 33.8% local city match, which is \$400,000. The project CIP budget, which comes from Traffic Impact Fees, is sufficient to cover the match.

	<u>Project Budget</u>	<u>Fund Source</u>
TIB Grant Award	\$782,090	
City Match	<u>\$400,000</u>	Traffic Impact Fees
Total	\$1,182,090	

RECOMMENDATION

Council is being asked to accept an Urban Arterial Program grant award for the construction of the Southcenter Blvd and 65th Ave S signal in the amount of \$782,090 and consider this item on the Consent Agenda at the March 4th, 2024 Regular Council Meeting.

Attachments:

- 2023 CIP, page 19
- Project Map and Photos
- Grant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Southcenter Blvd/65th Ave S Signal

Project No. 90310404

DESCRIPTION: Design and construct a traffic signal at the Southcenter Boulevard/65th Avenue S intersection.

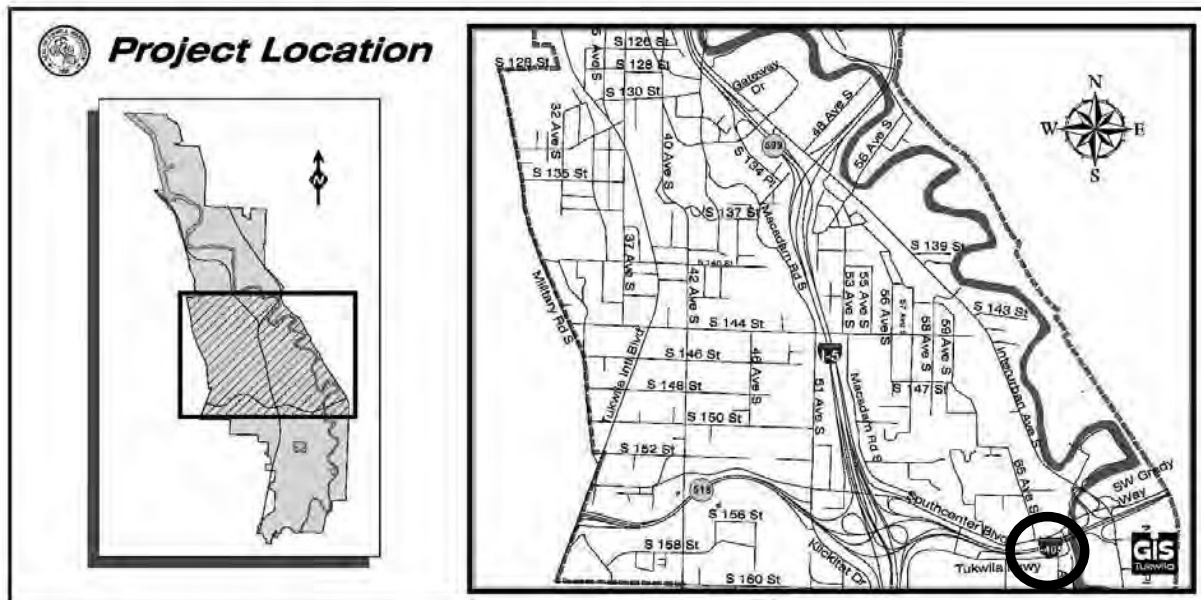
JUSTIFICATION: The intersection experiences significant delay for southbound left turn movements during the PM Peak Hour. Signal warrants have been met.

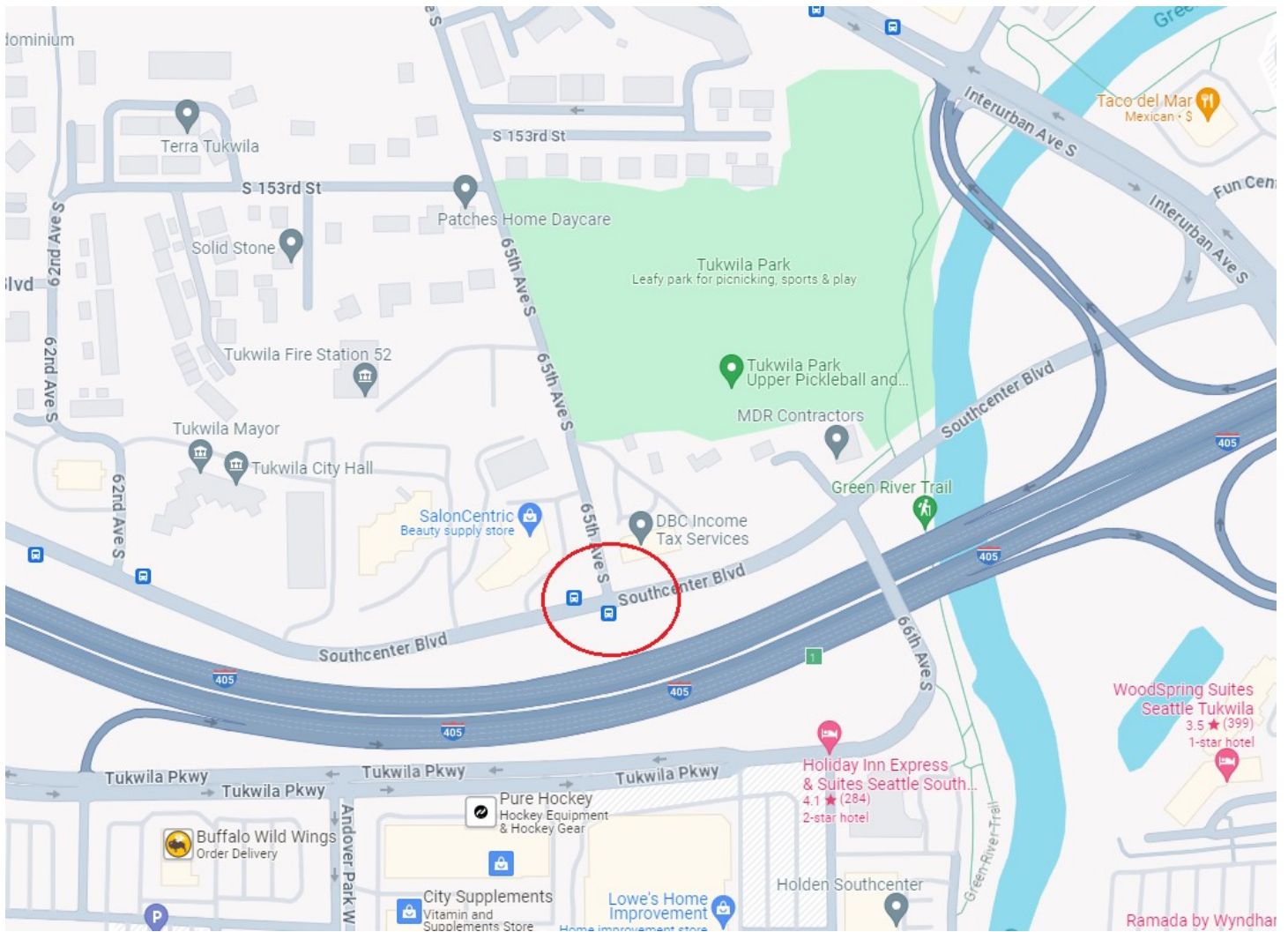
STATUS: New project for 2021-2026 CIP.

MAINT. IMPACT: Ongoing annual maintenance.

COMMENT: Project on Traffic Impact Fee list.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design			100	100						200
Land (R/W)										0
Const. Mgmt.				100						100
Construction				800						800
TOTAL EXPENSES	0	0	100	1,000	0	0	0	0	0	1,100
FUND SOURCES										
Awarded Grant										0
Proposed Grant				500						500
Mitigation Actual										0
Traffic Impact Fees			100	500						600
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
TOTAL SOURCES	0	0	100	1,000	0	0	0	0	0	1,100







Southcenter Blvd/65th Ave S Signal Facing North



Southcenter Blvd/65th Ave S Signal Facing South



Southcenter Blvd/65th Ave S Signal Facing East



Southcenter Blvd/65th Ave S Signal Facing East at the Bus Stop



Southcenter Blvd/65th Ave S Signal Facing West



Southcenter Blvd/65th Ave S Signal Facing North



Southcenter Blvd/65th Ave S Signal Facing South



Southcenter Blvd/65th Ave S Signal Facing East



Southcenter Blvd/65th Ave S Signal Facing East at the Bus Stop



Southcenter Blvd/65th Ave S Signal Facing West



City of Tukwila
8-1-116(014)-1
Southcenter Boulevard Signal
65th Avenue S

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Tukwila
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Southcenter Boulevard Signal, 65th Avenue S (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tukwila, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 66.1616 percent of approved eligible project costs up to the amount of \$782,090, 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 maximum payable 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 all costs incurred in excess of the maximum amount payable by TIB. 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 intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



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

Print Name

Executive Director Date

Print Name