



City of Olympia
P-W-195(P04)-1
4th Avenue and State Avenue
Intersection with Franklin St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Olympia
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 4th Avenue and State Avenue, Intersection with Franklin St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Olympia, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$400,000 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 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

APPROVED AS TO FORM:



City Attorney (OCA)

4th Avenue and State Avenue at Franklin Street Bulb-out Project

2018 Urban Sidewalk Program

GRANT APPLICATION



City of Olympia



2018 Sidewalk Funding Application

Urban Sidewalk Program (USP) & Small City Sidewalk Program (SCSP)

Mail **ONE** signed application and required attachments to the TIB Office postmarked no later than **August 17, 2018**.

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

After mailing a hard copy, please email a copy of this workbook to Jason Phelps at JasonP@tib.wa.gov

For assistance contact Jason Phelps, TIB Project Engineer, at (360) 586-1151 or via email at JasonP@tib.wa.gov

Funding Program	<u>Urban Sidewalk Program (USP)</u>	Legislative District(s)	<u>22</u>
Agency Name	<u>OLYMPIA</u>	Congressional District(s)	<u>10</u>
Arterial Name	<u>4th Avenue and State Avenue</u>	Find Legislative or Congressional District	
Project Limits	<u>Intersection with Franklin Street</u>		
Total Length in Feet	<u>300 feet</u>		
Average Daily Traffic (ADT)	<u>4th: 12,500; State: 13,000</u>		
Agency Contact	<u>Randy Wesselman</u>	Phone Number	<u>360-753-8477</u>
Email Address	<u>rwesselm@ci.olympia.wa.us</u>		

PROJECT ELIGIBILITY

Check all of the following statements that apply to your project

Small City

- Sidewalk located adjacent to TIB arterial
- Serves as a route connecting local generators such as schools, medical facilities, commercial or industrial sites, social centers or recreational areas

Urban

Federal Route 5236 Functional Class Urban Principal

APPLICATION ATTACHMENTS

Include the following attachments with your application

- Excerpt from adopted Six-Year Transportation Improvement Program showing project
- Detailed vicinity map clearly showing project limits
- Detailed project cost estimate signed by a professional engineer registered in Washington State
- Typical roadway section(s) including sidewalk (please send digital copy through email also)
- Funding commitment from all funding partners Number Attached _____
- Written concurrence from WSDOT if project is on or connects to a state highway
- Pedestrian Crash Data Documentation [Link to Request Crash Data from WSDOT](#)

PROJECT SCHEDULE

Provide actual completion or target date

	Date
Start Design Engineering	<u>Jun 2018</u>
Contract Advertisement	<u>Feb 2020</u>
Contract Completion	<u>Dec 2020</u>

PROJECT FUNDING

Enter Requested Total TIB Funds \$ 400,000 Max TIB ratio **80.0%**

Is this a construction ready project? NO

Are TIB funds distributed proportionally through all project phases? NO

Enter justification for unbalanced TIB Fund Distribution in the cell below:

Enter the Total Project Costs to the nearest dollar in cells F44 to F48
 If TIB Fund Distribution is unbalanced, enter TIB funds in cells G44 to G48

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	75,839		75,839
Right-of-Way		Not Eligible	
Construction Engineering	101,119	65,041	36,078
Construction Other			
Construction Contract	520,763	334,959	185,804
TOTAL	697,722	400,000	297,722
Noneligible Engineering			20,729
Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement			
Other Noneligible Costs (i.e. landscaping greater than 5% of eligible construction contract cost)			
TOTAL ELIGIBLE COST			676,992
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			59.1%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
OLYMPIA	Public	In CIP	297,722
TOTAL			297,722
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


 Agency Official Signature

August 16, 2018
 Date Signed

Jay Burney, Assistant City Manager
 Printed or Typed Name & Title

PROJECT DESCRIPTION

Identify the community's need for this project

Through the 2017 *Downtown Strategy* planning process, the public asked for improvements to major streets downtown which would slow vehicle traffic and improve the pedestrian experience. Franklin Street is in the core of the downtown, and leads to the Olympia Transit Center. 4th and State Avenues are major through-town arterials. This project will significantly improve the safety and comfort of people walking through the intersections of 4th Avenue and Franklin Street and State Avenue and Franklin Street.

Identify the solution to the need described above

This project will construct bulb-outs on the four corners of 4th Avenue and Franklin Street, and the southeast and southwest corners of State Avenue and Franklin Street. While not part of this grant request, this work is proposed to be done in conjunction with sidewalk and street tree replacement on the four block faces of Franklin Street between State and 5th Avenues. Art and urban design features will be part of the sidewalk replacement. Combined with the bulb-outs, these improvements will create a safe and inviting place to walk, and help set the stage for future public and private investments in more walkable downtown streets.

Describe the project benefits

The bulb-outs will enhance the safety of people walking, slow vehicle speeds in the pedestrian-oriented retail core, improve access to the transit center, and provide opportunities for placemaking. New access ramps which are compliant with the American Disabilities Act, will better serve a person with disabilities.

Describe drainage improvements

Catch basins will be upgraded with construction of the bulb outs. Rain water will flow directly into the stormwater system for treatment at a downtown treatment facility.

Are any overhead utilities being moved underground? NO

Describe the utility relocations necessary for the project

Does not apply.

Describe Construction Other work

Traffic signals will be upgraded at State, 4th and 5th Avenues, to include pedestrian audible signals. The street pavement on Franklin Street will be overlaid from State to 5th Avenues.

Describe Non-eligible work

Does not apply.

ROADWAY GEOMETRICS

Enter the parameters as they currently exist and after the project is constructed

Segment Termini Type of Improvement	SEGMENT ONE		SEGMENT TWO	
	4th Avenue & Franklin St.		State Avenue & Franklin St.	
	Pedestrian crossing		Pedestrian crossing	
	EXISTING	PROPOSED	EXISTING	PROPOSED
Posted Speed Limit	25 MPH	25 MPH	25 MPH	25 MPH
Pavement Width Curb to Curb or Edge to Edge	40 feet	22 feet	40 feet	31 feet
Number of Travel Lanes Do NOT include Parking Lanes	2 lanes	2 lanes	2 lanes	2 lanes
Shoulder or Parking Width Enter Average Width per Side	8 feet	8 feet	8 feet	8 feet
Shoulder or Parking Placement	Both Sides	Both Sides	Both Sides	Both Sides
Shoulder or Parking Surfacing	Surfaced	Surfaced	Surfaced	Surfaced
Curb Placement	Both Sides	Both Sides	Both Sides	Both Sides
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	9 feet	0 feet	9 feet
Sidewalk Placement	Both Sides	Both Sides	Both Sides	Both Sides
Sidewalk Surfacing	Concrete	Concrete	Concrete	Concrete
Sidewalk Width ¹	10 feet	10 feet	10 feet	10 feet
¹ Sidewalk is required only on one side Minimum width is five feet with NO obstructions				

SAFETY

Enter the total numbers for crash history within the project limits

Include crash history from last **three** years

Crash documentation must be attached so TIB staff can analyze the information

WSDOT does not provide pedestrian only incident information, this must be documented by your agency.

Number of crashes involving pedestrians and vehicles 4

Number of pedestrian only crashes 0

PROJECT DEFICIENCIES

Select Deficiency Type from the dropdown menu and describe the existing deficiency within the project limits.

Describe the project corrective measure(s) that eliminates or mitigates the deficiency.

DEFICIENCY 1 **Sight Distance**

Describe People walking currently begin to cross the street from the curb behind the on-street parking lane. Parked vehicles can obstruct a driver's ability to see people who are waiting to cross the street.

Corrective Measure(s) Construct bulb-outs which will help drivers and people walking be more visible to one another and shorten pedestrian exposure to vehicles.

DEFICIENCY 2 **Obstruction**

Describe Existing pedestrian ramps are not built to current ADA standards, which can present difficulties for people with disabilities who are trying to cross the street.

Corrective Measure(s) Construct new directional ADA-compliant pedestrian curb access ramps on all corners as part of bulb-out construction.

DEFICIENCY 3 **Drainage**

Describe With years of pavement wear and settling, the space against the curb can become depressed and collect water, and this ponding can interfere with pedestrian access to the crosswalk and sidewalk.

Corrective Measure(s) Design and construct the bulb-outs with proper flow lines and drainage to catch basins.

DEFICIENCY 4

Describe

Corrective Measure(s)

LOCAL SUPPORT

COMMUNITY FACILITIES SERVED

BUSINESS/HIGH DENSITY HOUSING/INDUSTRIAL AREAS

Select Development Type, enter Location and enter X in Direct Access or Indirect Access

Type	Street Location	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor
Central Business District	4th Avenue, State Avenue, Franklin Street	X	
High Density Housing	State Avenue and Adams Street	X	
Commercial Development	4th Avenue, State Avenue, Franklin Street	X	

SCHOOLS

Select School Type, enter School Name and enter X in Direct Access or Indirect Access

Type	School Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor

PUBLIC FACILITIES

Enter Facility Name, select Facility Type and enter X in Direct Access or Indirect Access

Type	Facility Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor
Community Center	Providence Community Care Center	X	
Transit Stop	Intercity Transit Center	X	

Agency has adopted TBD or other locally dedicated transportation funding by ordinance

Enter Ordinance Number 6611 Adoption Date December 16, 2008

SUSTAINABILITY

- Agency has adopted Complete Streets ordinance

Enter Ordinance Number 7037 Adoption Date August 1, 2016

- Agency has adopted Greenhouse Gas Emissions policy

Enter Policy Number PN 8.5 Adoption Date December 2014

SUSTAINABILITY MEASURES

Select the sustainable elements within the project limits

- Add Solar-powered pedestrian signal
- Project Incorporates Low Impact Drainage Practices
- Hardscaping or climate appropriate planting

Describe the elements below