

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Transportation Division / Programming

DATE: October 11, 2016

REQUESTED ACTION: Approve and sign contracts (JD 1587) to expend \$232,043 for Practical Design work of the I-5/179th Street (NE Delfel Road – NE 15th Avenue) Project, CRP #390222.

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

Washington State Department of Transportation (WSDOT) will partner with Clark County to provide practical design guidance on the I-5/179th Street Interchange Improvements Project. The practical design will define the necessary improvements and construction phasing. As the project develops, county staff will pursue grant funds for design, permitting, real estate acquisition, and construction for the I-5/179th Street area improvements.

COUNCIL POLICY IMPLICATIONS

None. This agreement supports the Council's policy of investing in the county road system by providing safe and efficient transportation systems for all county residents and encouraging economic development.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

Development of the 2016 and 2017-2022 Transportation Improvement Program (TIP) included two work sessions with the Board of County Councilors, presentations to Clark County Planning Commission, the Development and Engineering Advisory Board, the Clark County Finance Committee, as well as neighborhood outreach and internet web sites. The I-5/179th Street area improvement project is included in the adopted 2016 Annual Construction Program and TIP.

*mgp
OK*

PW16-120

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

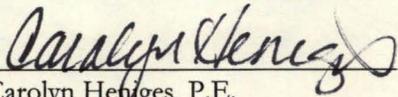
BUDGET DETAILS

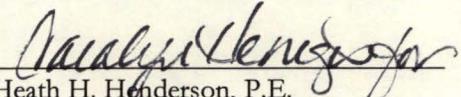
Local Fund Dollar Amount	\$182,042.81
TIF Dollar Amount	
Grant/Loans/Partnerships Fund Dollar Amount	\$ 50,000.00
Account	County Road Fund
Company Name	Not applicable

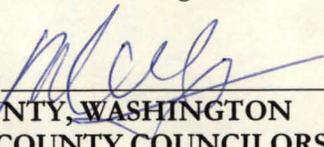
DISTRIBUTION:

Please send two originally signed contracts to Public Works, attention Susan Wilson, Programming Manager.

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Carolyn Heniges, P.E.
 Transportation Division Manager


 Heath H. Henderson, P.E.
 Public Works Director/County Engineer

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: 10-11-16

SR# SR 217-16

Attachments: Agreement (2)





Project Review Reimbursable Agreement	Applicant or Local Agency Clark County Public Works	
	Billing Address P.O. Box 9810 Vancouver, WA 98666	
Region Southwest	Contact Email susan.wilson@clark.wa.gov	
Agreement Number J D 1587	Contact Name Susan Wilson, Programming Manager	Contact Phone 360-397-6118 ext. 4330
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate		Surety Amount \$ <input checked="" type="checkbox"/> Not Applicable
\$232,042.81*		
SR 5	MP 9	Project Name I-5/179th St. Interchange - Interchange Improvements Project
Detailed Description of Work by WSDOT		
Project Review <input type="checkbox"/>	<div style="border: 1px solid black; padding: 5px;"> <p>All work will be performed as described on the attached Scope of Work (Attachment A).</p> <p>* Current Indirect Cost Rate is 10.52% which is valid through June 30, 2017.</p> </div>	
Inspection <input type="checkbox"/>		
Other (see description of work) <input checked="" type="checkbox"/>		

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter the "ENTITY,"

WHEREAS, the ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.

1.3 All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.

2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

6.1 This Agreement may be amended by the 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. TERMINATION

7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

ENTITY

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature: *Marc Boldt*

Signature: _____

Printed: marc Boldt

Printed: _____

Title: Council Chair, Clark Cty.

Title: _____

Date: Oct. 11, 2016

Date: _____

TIN: 91-6001299

OR

Social Security Number:

Approved as to form only:

By: *Chris [Signature]*
Deputy Prosecuting Attorney



JD 1587

Scope of Work - Attachment A

The intent of this scope of work is to have WSDOT serve in a consulting role to Clark County (County) staff to provide Practical Design process guidance, as the County technically develops the I-5/179th Street Interchange - Interchange Improvements project during the early project development phase. WSDOT will provide background on the Practical Design approach and intent, define key terms, and guide County staff in meeting the intent and process requirements of Practical Design. WSDOT will also attend project meetings led by the County in order to facilitate an understanding of the County's development of the project alternatives. This is intended to allow for WSDOT concurrence with the County's recommended design option at the end of the early project development phase.

This Scope of Work includes providing guidance to County staff related to the following Practical Design areas during the early project development phase:

- Multi-Agency Interdisciplinary Stakeholder Advisory (MAISA) team formation and application
- Public involvement
- Overall Basis of Design documentation
- Establishment of Baseline Need(s)
- Establishment of Contextual Need(s)
- Establishment of Performance Metrics and Targets
- Basis of Design determinations for context and design controls
- Alternatives Analysis documentation within the Basis of Design
- Selection of modified design elements within the Basis of Design
- Practical Solutions Committee presentation content (if applicable)

The Practical Design portion of this Scope of Work includes attending County-led meetings on an as-requested basis, which have been estimated at two times per month over a one year period.

This Scope of Work includes WSDOT-provided survey and traffic support to the County as the County performs the technical development of design options.

The survey work includes:

- Establishment of project control network and site calibration to project datum.
- Topographic survey of features within the limits outlined on page 2 of 2.
- Survey of above ground and below ground utilities within the limits outlined on page 2 of 2.
- Survey of delineated wetlands and ordinary high water lines.
- Development of a new approved right of way plan, or update of an existing right of way plan.

The traffic work includes review of traffic modeling, signing, striping, signals and illumination, as well as providing existing traffic volumes. It does not include collecting new traffic volume data.

This Scope of Work does not include engineering, technical development of alternatives, plans, specifications, estimates, or presentations or preparation of materials for public meetings.