

RESOLUTION NO. 2017-19

**A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE STATE OF
WASHINGTON TRANSPORTATION IMPROVEMENT BOARD
GRANT AGREEMENT**

WHEREAS, the Town of Naches Town Council submitted a request for grant funds to Seal Coat Project, Multiple Locations; and,

WHEREAS, the Washington State Transportation Improvement Board has authorized and awarded grant monies to Seal Coat multiple locations of the Town of Naches under certain terms and conditions; and,

WHEREAS, the Town Council of the Town of Naches finds that it is in the best interests of the residents of the Town, and the Town of Naches, to accept the terms and conditions of the grant monies to seal coat multiple locations TIB project number 2-E-944(002)-1 in the Town;

Now, therefore;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:

The Town Council of the Town of Naches authorizes the Mayor to sign the State of Washington Transportation Improvement Board Grant Agreement, a copy of which is attached hereto as Exhibit "1."

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES,
WASHINGTON, this 11TH day of December, 2017.**



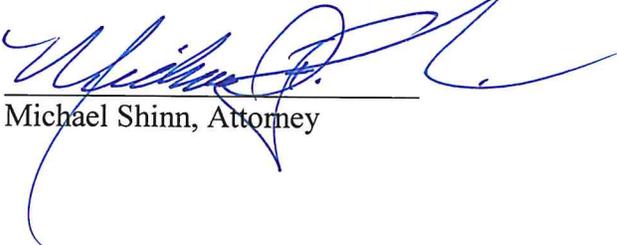
Paul Williams, Mayor

ATTEST:



Jeff Ranger, Designee of Clerk/Treasurer

APPROVED AS TO FORM:



Michael Shinn, Attorney



Washington State Transportation Improvement Board

November 17, 2017

TIB Members

Chair
Commissioner Richard Stevens
Grant County

Vice Chair
Mayor Patty Lent
City of Bremerton

Amy Asher
RiverCities Transit

Aaron Butters, P.E.
HW Lochner Inc.

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Commissioner Terri Drexler
Mason County

Gary Ekstedt, P.E.
Yakima County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Martin Snell
Clark County

The Honorable Paul Williams
Mayor
Town of Naches
Post Office Box 95
Naches, WA 98937-0095

Dear Mayor Williams:

Congratulations! We are happy to announce the selection of your project, FY 2019 Seal Coat Project, Multiple Locations, TIB project number 2-E-944(002)-1. TIB funds granted to this project total \$66,882.

This year, we received requests to fund 344 different projects, totaling more than \$333 million. We are pleased to provide \$116 million in transportation investments to cities and counties like yours throughout the state.

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

Ashley Probart
Executive Director

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



Town of Naches
2-E-944(002)-1
FY 2019 Seal Coat Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
Town of Naches
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2019 Seal Coat Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and Town of Naches, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$66,882 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