

CLARK COUNTY
STAFF REPORT

JS
-11/2

DEPARTMENT/DIVISION: Public Works / Engineering & Construction Division / Project Management

DATE: June 18, 2013

SPECIFIC REQUEST: Authorize the Public Works Director to sign a Reimbursable Agreement with the Washington State Department of Transportation (WSDOT) for traffic control assistance related to CRP No. 323122, the 2013 County-wide Hot Mix Asphalt Overlays project at a cost of approximately \$50,000.

CHECK ONE: Consent Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: The 2013 County-wide Hot Mix Asphalt Overlays project includes work on county roads at the state interchanges of I-5 and NE 78th Street, I-5 and NE 99th Street, and at I-205 and Padden Parkway. The county's paving work requires road and freeway ramp closures. WSDOT has offered the county assistance with traffic control during these closures at a cost of approximately \$50,000. The attached reimbursable agreement authorizes the county to pay for services provided by WSDOT staff.

COMMUNITY OUTREACH: During development of the 2013 County-wide Hot Mix Asphalt Overlays project the county has kept the public informed with informational mailers about the work and overall schedule. Also, during construction project flyers are distributed to businesses and residents notifying them of upcoming work in their area.

BUDGET AND POLICY IMPLICATIONS: There are no budget or policy implications involved in this request. The 2013 Annual Construction Program includes this project and associated funding.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the Public Works Director to sign a Reimbursable Agreement with the Washington State Department of Transportation (WSDOT) for traffic control assistance related to CRP No. 323122, the 2013 County-wide Hot Mix Asphalt Overlays project at a cost of approximately \$50,000.

DISTRIBUTION: Please forward a copy of the approved staff report to Public Works Administration.

Heath H. Henderson
Heath H. Henderson, P.E.
Engineering & Construction Division Manager

APPROVED: *[Signature]*
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

Peter Capell
Peter Capell, P.E.
Public Works Director/County Engineer

June 18, 2013 SR 109-13

HH/PC/JS/pam
c: CRP 323122, PW Central Files, Penny Monett
Attachment: Copy of Reimbursable Agreement

PW13-056



FISCAL IMPACT ATTACHMENT

323122 - 2013 Overlays

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The 2013 County-wide Hot Mix Asphalt Overlays project requires road and freeway ramp closures and WSDOT will be providing traffic control assistance. This is because WSDOT is responsible for the interstate system.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund	\$50,000	\$50,000				
Total:	\$50,000	\$50,000	\$0.00	\$0.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

The revenue for this will come from the Road Fund.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund		50,000	50,000				
Total:		50,000	50,000	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits						
Contractual	50,000	50,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	50,000	50,000	\$0.00	\$0.00	\$0.00	\$0.00



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Southwest Region
11018 Northeast 51st Circle
P.O. Box 1709
Vancouver, WA 98668-1709
360-905-2000 / FAX: 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
Clark County

MAY 16 2013

Dept. of Public Works
Admin. / Records

May 15, 2013

Mr. Heath Henderson, P.E.
Clark County Public Works
P.O. Box 9810
Vancouver, WA 98666-9810

Re: Clark County 2013 Project #323122
Traffic Control Services for I-5 / I-205
Proposed Agreement No. JD1507

Dear Mr. Henderson:

Enclosed for review and signature on behalf of Clark County Public Works, are two originals of the above referenced agreement. This agreement provides for traffic control by WSDOT personnel during your paving projects at I-5 / NE 78th Street, I-5 / NE 99th Street, and at I-205 / Padden Parkway. Please sign both originals in the space provided and return them to the following address for further processing:

WSDOT – Utilities
Attn: Traci Fleming
P.O. Box 1709
Vancouver, WA 98668-1709

One of the fully executed originals will be returned to you for your records. If you have any questions, please contact Traci Fleming at (360) 905-2102.

Sincerely,

Rick D. Henderson
Utilities Engineer

RDH:tf
TLF
Enclosures

cc: file



**Washington State
Department of Transportation**

Project Review Reimbursable Agreement		Applicant or Local Agency Clark County Public Works	
		Billing Address P.O. Box 9810 Vancouver, WA 98666-9810	
Region Southwest		Contact Email Heath.Henderson@clark.wa.gov	
Agreement Number J D1507		Contact Name Heath Henderson	Contact Phone 360-397-6118 ext. 4358
Estimated Costs To include WSDOT's Indirect Cost Rate		\$50,000.00	Surety Amount \$0.00
SR 5 / 205	MP Various	Project Name Clark County 2013 Overlays Project #323122	
Description of Work by WSDOT			
Plan Review <input type="checkbox"/>		WSDOT Area 1 Maintenance personnel to perform traffic control to allow for the Clark County Public Works Department to perform hot mix asphalt overlay and associated construction, signing, striping, survey monumentation, etc., at I-5/NE 78th Street, I-5/NE 99th Street, and at I-205/Padden Parkway.	
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 the "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter "ENTITY,"

WHEREAS, the ENTITY has requested work by WSDOT 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, using state labor, equipment and materials, as requested by the ENTITY.

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, 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, approvals 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 to be done by WSDOT, agrees to reimburse WSDOT for the actual direct, related indirect and WSDOT's administrative indirect cost rate associated with the current project.

2.2 The ENTITY agrees to make payment for the work to be done by WSDOT within thirty (30) calendar days from receipt of billing from WSDOT.

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 protect, defend, indemnify, and hold harmless the WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, resulting from, the ENTITY's operation, maintenance and/or repair of the equipment pursuant to the provisions of this Agreement. The ENTITY will not be required to indemnify, defend, or save harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. This indemnification will 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 by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) 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 as outlined in Section 8.1 between the Parties, 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 scope of 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 day, month and year last written below.

ENTITY

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: Peter Capell
Printed: PETER CAPELL
Title: PUBLIC WORKS DIRECTOR
Date: 6/18/2013

Signature: _____
Printed: _____
Title: _____
Date: _____

TIN: 91-6001299 J

OR

Social Security Number: _____