



INTRLOC\_00      WASHINGTON ST TRANSPORTATION IMPROV

File Location

Vendor Name

TRANSP IMPRV BRD  
03/16/2025

**Document Type:**      Interlocal                  New

**Vendor Name:**      WASHINGTON ST TRANSPORTATION IMPROVEMENT I

**PO# Location:**      INTRLOC-000

**Effect Date:**      03/16/2015

**Term Date:**      03/16/2025

**CR#:**      53568

**Related CR#:**      \_\_\_\_\_

**Ordinance:**      \_\_\_\_\_

**Resolution:**      8890

**Leg Date:**      03/16/2015

**Vendor #:**      98922

**Description:**      GRANT AGREEMENT - CONSTRUCTION PHASE OF 120TH  
AVE NE STAGE 3 PO 1510197-000

Notes:

INTERLOCAL AGREEMENTS  
12/31/2099  
S001758E7

INTRLOC\_00



City of Bellevue  
8-1-103(028)-1  
120th Avenue NE, stage 3 widening  
NE 12th Street to NE 16th Street

CR# 53568 DATE 4-30-15 LOG INTR L0C-00

BS 8890

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Bellevue  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 120th Avenue NE, stage 3 widening, NE 12th Street to NE 16th Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Bellevue, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$4,850,000 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:

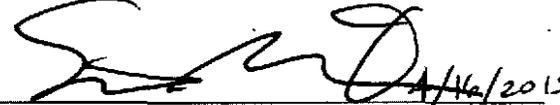
Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

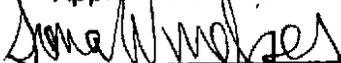
Lead Agency

Transportation Improvement Board

  
\_\_\_\_\_  
Signature of Chairman/Mayor  
Department Director  
Date 4/15/15  
David S. Berg  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Executive Director  
Date 4/16/2015  
Stevan Gorcester  
\_\_\_\_\_  
Print Name

Approved as to form:

By:   
\_\_\_\_\_  
Assistant City Attorney

Date: Fuel Tax Agreement 4-7-15

1510197-000

# TIB Transportation Improvement Board Project Funding Status Form

Agency: **BELLEVUE** TIB Project Number: **8-1-103(028)-1**  
Project Name: **120th Avenue NE, stage 3 widening  
NE 12th Street to NE 16th Street**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

## PROJECT SCHEDULE

Construction Approval Date	May 2016
Contract Bid Award	Jun 2016
Contract Completion	Dec 2017

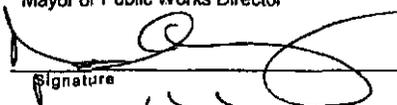
## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

BELLEVUE	5,780,145	1,137,140
WSDOT	0	
Federal Funds	4,390,000	
Impact Fees	<del>6,620,000</del>	3,610,000
Sound Transit Cost Share Agreement		10,183,945
TOTAL LOCAL FUNDS	<del>19,790,145</del>	
	19,231,085	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

  
Signature  
David Berg  
Printed or Typed Name

4/15/15  
Date  
Director of Transportation  
Title

Financial Officer

  
Signature  
Eric Miller  
Printed or Typed Name

4/17/15  
Date  
TIC Capital Programming Mgr  
Title

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8890

A RESOLUTION authorizing execution of grant agreements (and supplements if necessary) with the 1) Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and 2) Transportation Improvements Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute grant agreements (and supplements if necessary) with the 1) Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and 2) Transportation Improvements Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168), a copy of which agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

\_\_\_\_\_  
Claudia Balducci, Mayor

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk

**Carlson, Angela**

---

**From:** Nunnelee, Sandra J.  
**Sent:** Tuesday, March 17, 2015 8:46 AM  
**To:** Tibbs, Jill; Mccool, Kim  
**Cc:** Robinson, Jamie; Heselgrave, Pam; Carlson, Angela; Lindow, John; Rector, Liz; Dompier, Stephanie; Keys, Terry; Johnson, Linda R.  
**Subject:** RE: City Council Meeting 3/16/15

Everything but Ordinance 6221 passed.

**Sandra Nunnelee**  
*Executive Assistant to the City Council*  
450 110th AVE NE  
Bellevue, WA 98004  
425.452.4088 Direct Line  
[snunnelee@bellvuewa.gov](mailto:snunnelee@bellvuewa.gov)  
[www.bellvuewa.gov](http://www.bellvuewa.gov)

**From:** Tibbs, Jill  
**Sent:** Tuesday, March 17, 2015 08:26  
**To:** Nunnelee, Sandra J.; Mccool, Kim  
**Cc:** Robinson, Jamie; Heselgrave, Pam; Carlson, Angela; Lindow, John; Rector, Liz; Dompier, Stephanie; Keys, Terry; Johnson, Linda R.  
**Subject:** City Council Meeting 3/16/15

Hi,

Did all pass consent last night?

Thanks.

Jill Tibbs  
Finance | Procurement Services  
Twitter - @BvugProcurement  
K4578

March 16, 2015

## CITY COUNCIL AGENDA MEMORANDUM

### **SUBJECT:**

Resolution No. 8890 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,390,00 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and,
- 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right-of-way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

### **FISCAL IMPACT**

Executing the two grant agreements will provide, on a reimbursable basis, up to \$9,240,000 in federal and state funding to support the right-of-way and construction phases of the 120<sup>th</sup> Avenue NE (Stage 3) project (CIP Plan No. PW-R-168).

The grant funds are as follows:

- \$4,390,000 in federal STP funds for the construction phase of 120<sup>th</sup> Avenue NE (Stage 3) project;
- \$1,000,000 in state TIB funds for the right-of-way phase of the 120<sup>th</sup> Avenue NE (Stage 3) project; and,
- \$3,850,000 in state TIB funds for the construction phase of 120<sup>th</sup> Avenue NE (Stage 3) project.

Grant funds totaling \$9,240,000 were included in the project budget for PW-R-168 as part of the adoption of the 2015-2021 CIP, which provides sufficient local funding to fulfill the matching fund requirement for each of the grants (though in large part the state and federal grants will serve to match each other) and the additional funds needed to complete the City's share of the project.

As discussed with Council in late 2014 with adoption of the 2015-2021 CIP, the 120<sup>th</sup> Avenue NE (Stage 3) project budget is premised on coordination with Sound Transit, where the roadway and the light rail projects in this vicinity are constructed together. Staff is on track to bring forward an agreement consistent with that premise later this spring.

### **STAFF CONTACT**

David Berg, Director, 452-6468  
Eric Miller, Capital Programming Division Manager, 452-6146  
Toni Finco, Grants Program Manager, 452-4859  
*Transportation Department*

### **POLICY CONSIDERATION:**

#### **Comprehensive Plan:**

- Policy TR-105 directs that the City "Aggressively seek available state and federal funds for transportation capital, operational, maintenance, service, and demand-oriented improvements."
- By providing new pedestrian and bicycle facilities along the corridor, the project supports Policies TR-46, TR-76, TR-77, TR-78, TR-79 and TR-80 within the Transportation Element, as well as Policies PB-2(1) in the Pedestrian and Bicycle Transportation Facility Plan.

- Policy S-BR-52: Incorporate natural drainage practices and other opportunities to enhance the natural environment into transportation projects where appropriate, effective, and feasible.
- Policy S-BR-59: Designing arterials in a manner contributing to community character, open space, and environmental enhancements.
- Policy S-BR-62: Including pedestrian and bicycle facilities in the design of arterial street improvements.
- Policy S-BR-68: Working with Sound Transit to realize the City's preferred light rail route, alignment, and station locations.
- Policy S-BR-75: Developing and implementing strategies to minimize neighborhood cut-through traffic associated with Bel-Red development.

**BACKGROUND:**

The project will widen 120<sup>th</sup> Avenue NE (NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets) to five lanes (two travel lanes in each direction with turn pockets and center turn lane where appropriate, and improve or install bike lanes, curb, gutter, sidewalk, lighting, landscaping, signal equipment, and storm water treatment and drainage where missing. The project also includes an overcrossing of the planned East Link light rail line.

Currently, the project design phase is underway and will be completed by early 2016. ROW acquisition will begin in April 2015. The implementation phase is scheduled to last through two construction seasons (2016 and 2017).

On July 26, 2010, Council approved Resolution No. 8125 authorizing execution of the original consultant agreement with PB Americas, Inc. for the preliminary design of the 120<sup>th</sup> Avenue NE (Stage 2 and 3) project. The consultant agreement has been supplemented twice, first on July 18, 2011 (Resolution No. 8263), and most recently on April 1, 2013 (Resolution No. 8560) to develop final design plans for Stage 3 of the 120<sup>th</sup> Avenue NE corridor.

In mid-2014 the 120<sup>th</sup> Avenue NE Stage 3 project was submitted separately to both the 2014 Puget Sound Regional Council (PSRC) federal grant competition (for \$4,500,000 in construction funds) and to the 2014 State TIB grant competition (for \$4,850,000 in right-of-way and construction funds). The project ranked highly in both competitions and in November 2014 was formally awarded funding in both competitions. The project was awarded \$4,390,000 in federal STP funds by PSRC and the full request of \$4,850,000 by the TIB.

On December 1, 2014, Council approved Ordinance No. 6209 adopting the 2015-2021 CIP that continues to include the 120<sup>th</sup> Avenue NE (Stage 3) project (PW-R-168) and the total of \$9,240,000 in new state and federal grant funds within the project budget.

Again, as discussed with Council in late 2014 with adoption of the 2015-2021 CIP, the 120<sup>th</sup> Avenue NE (Stage 3) project budget is premised on coordination with Sound Transit, where the roadway and the light rail projects in this vicinity are constructed together. Staff is on track to bring forward an agreement consistent with that premise later this spring.

**EFFECTIVE DATE:**

If approved, this Resolution becomes effective immediately upon Council adoption.

**OPTIONS:**

- A. Adopt the Resolution authorizing:
- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,350,000 in federal Surface Transportation Program (STP) funding to support the construction phase of 120<sup>th</sup> Avenue NE – Stage 3 from NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets; and,
  - 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).
- B. Do not adopt the Resolution. By not adopting the Resolution to execute the grant agreements, the City will not be able to access this programmed funding source and would need to identify local funds to fill the funding gap.
- C. Provide alternative direction to staff.

**RECOMMENDATION:**

Option A.

**MOTION:**

Move to adopt Resolution No. 8890 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in federal Surface Transportation Program (STP) funding to support the construction of 120<sup>th</sup> Avenue NE – Stage 3 from NE 12 to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and,
- 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

**ATTACHMENTS:**

Vicinity Map

Proposed Resolution No. 8890

**AVAILABLE IN COUNCIL DOCUMENT LIBRARY:**

Drafts of Local Agency Agreements



# Washington State Transportation Improvement Board

April 16, 2015

## TIB Members

Council member Bob Olson, Vice Chair  
City of Kennewick

Jim Albert  
Office of Financial Management

Pasco Bakotich, P.E.  
WSDOT

Wendy Clark-Getzin, P.E.  
Clallam Transit

Gary Ekstedt, P.E.  
Yakima County

Mayor James Irish  
City of La Center

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

Colleen Kuhn  
Human Services Council

Mayor Patty Lent  
City of Bremerton

Mick Matheson, P.E.  
City of Sultan

E. Susan Meyer  
Spokane Transit Authority

Laura Philpot, P.E.  
City of Sammamish

David Ramsay  
Feet First

Amy Scarton  
WSDOT

Heidi Stamm  
HS Public Affairs

Commissioner Richard Stevens  
Grant County

John Vodopich  
City of Bonney Lake

Jay Weber  
County Road Administration Board

Clay White  
Snohomish County

Stevan E. Gorcester  
Executive Director

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

Mr. Dave Berg, P.E.  
Director, Transportation Department  
City of Bellevue  
Post Office Box 90012  
Bellevue, WA 98009-9012

Dear Mr. Berg:

Your copy of the signed Fuel Tax Agreement for the 120th Avenue NE, stage 3 widening project, TIB # 8-1-103(028)-1, is enclosed.

### When can I begin work on this project?

Reimbursable work on the phase may now begin.

### How much money can I spend on the phase?

You have \$1,000,000 in TIB funds to spend on right of way.

### Is a Cultural Resource Assessment (CRA) required?

Since this project has received federal funding, Section 106 requirements must be met.

### Is a Value Engineering (VE) study required?

TIB staff determined a VE study is not required for your project.

### What do I need to do before I can solicit construction bids?

1. Request an electronic copy of the Bid Authorization Form from your project engineer.
2. Fill out and return the completed Bid Authorization Form along with the plans, specs, and engineer's estimate to TIB for review and approval.

We would be happy to assist you with any questions regarding this process. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

Enclosure

**ORIGINAL**

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8890

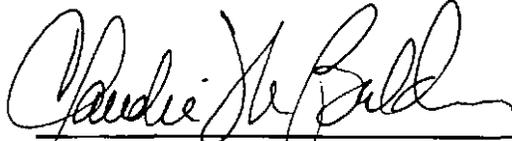
A RESOLUTION authorizing execution of grant agreements (and supplements if necessary) with the 1) Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and 2) Transportation Improvements Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute grant agreements (and supplements if necessary) with the 1) Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and 2) Transportation Improvements Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project – NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168), a copy of which agreement has been given Clerk's Receiving No. 53568.

Passed by the City Council this 16<sup>th</sup> day of March, 2015, and signed in authentication of its passage this 16<sup>th</sup> day of March, 2015.

(SEAL)

  
\_\_\_\_\_  
Claudia Balducci, Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk

March 16, 2015

## CITY COUNCIL AGENDA MEMORANDUM

### **SUBJECT:**

Resolution No. 8890 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,390,00 in Surface Transportation Program (STP) funding to support the construction phase of the 120<sup>th</sup> Avenue NE (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and,
- 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right-of-way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

### **FISCAL IMPACT**

Executing the two grant agreements will provide, on a reimbursable basis, up to \$9,240,000 in federal and state funding to support the right-of-way and construction phases of the 120<sup>th</sup> Avenue NE (Stage 3) project (CIP Plan No. PW-R-168).

The grant funds are as follows:

- \$4,390,000 in federal STP funds for the construction phase of 120<sup>th</sup> Avenue NE (Stage 3) project;
- \$1,000,000 in state TIB funds for the right-of-way phase of the 120<sup>th</sup> Avenue NE (Stage 3) project; and,
- \$3,850,000 in state TIB funds for the construction phase of 120<sup>th</sup> Avenue NE (Stage 3) project.

Grant funds totaling \$9,240,000 were included in the project budget for PW-R-168 as part of the adoption of the 2015-2021 CIP, which provides sufficient local funding to fulfill the matching fund requirement for each of the grants (though in large part the state and federal grants will serve to match each other) and the additional funds needed to complete the City's share of the project.

As discussed with Council in late 2014 with adoption of the 2015-2021 CIP, the 120<sup>th</sup> Avenue NE (Stage 3) project budget is premised on coordination with Sound Transit, where the roadway and the light rail projects in this vicinity are constructed together. Staff is on track to bring forward an agreement consistent with that premise later this spring.

### **STAFF CONTACT**

David Berg, Director, 452-6468  
Eric Miller, Capital Programming Division Manager, 452-6146  
Toni Finco, Grants Program Manager, 452-4859  
*Transportation Department*

### **POLICY CONSIDERATION:**

#### **Comprehensive Plan:**

- Policy TR-105 directs that the City "Aggressively seek available state and federal funds for transportation capital, operational, maintenance, service, and demand-oriented improvements."
- By providing new pedestrian and bicycle facilities along the corridor, the project supports Policies TR-46, TR-76, TR-77, TR-78, TR-79 and TR-80 within the Transportation Element, as well as Policies PB-2(1) in the Pedestrian and Bicycle Transportation Facility Plan.

- Policy S-BR-52: Incorporate natural drainage practices and other opportunities to enhance the natural environment into transportation projects where appropriate, effective, and feasible.
- Policy S-BR-59: Designing arterials in a manner contributing to community character, open space, and environmental enhancements.
- Policy S-BR-62: Including pedestrian and bicycle facilities in the design of arterial street improvements.
- Policy S-BR-68: Working with Sound Transit to realize the City's preferred light rail route, alignment, and station locations.
- Policy S-BR-75: Developing and implementing strategies to minimize neighborhood cut-through traffic associated with Bel-Red development.

**BACKGROUND:**

The project will widen 120<sup>th</sup> Avenue NE (NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets) to five lanes (two travel lanes in each direction with turn pockets and center turn lane where appropriate, and improve or install bike lanes, curb, gutter, sidewalk, lighting, landscaping, signal equipment, and storm water treatment and drainage where missing. The project also includes an overcrossing of the planned East Link light rail line.

Currently, the project design phase is underway and will be completed by early 2016. ROW acquisition will begin in April 2015. The implementation phase is scheduled to last through two construction seasons (2016 and 2017).

On July 26, 2010, Council approved Resolution No. 8125 authorizing execution of the original consultant agreement with PB Americas, Inc. for the preliminary design of the 120<sup>th</sup> Avenue NE (Stage 2 and 3) project. The consultant agreement has been supplemented twice, first on July 18, 2011 (Resolution No. 8263), and most recently on April 1, 2013 (Resolution No. 8560) to develop final design plans for Stage 3 of the 120<sup>th</sup> Avenue NE corridor.

In mid-2014 the 120<sup>th</sup> Avenue NE Stage 3 project was submitted separately to both the 2014 Puget Sound Regional Council (PSRC) federal grant competition (for \$4,500,000 in construction funds) and to the 2014 State TIB grant competition (for \$4,850,000 in right-of-way and construction funds). The project ranked highly in both competitions and in November 2014 was formally awarded funding in both competitions. The project was awarded \$4,390,000 in federal STP funds by PSRC and the full request of \$4,850,000 by the TIB.

On December 1, 2014, Council approved Ordinance No. 6209 adopting the 2015-2021 CIP that continues to include the 120<sup>th</sup> Avenue NE (Stage 3) project (PW-R-168) and the total of \$9,240,000 in new state and federal grant funds within the project budget.

Again, as discussed with Council in late 2014 with adoption of the 2015-2021 CIP, the 120<sup>th</sup> Avenue NE (Stage 3) project budget is premised on coordination with Sound Transit, where the roadway and the light rail projects in this vicinity are constructed together. Staff is on track to bring forward an agreement consistent with that premise later this spring.

**EFFECTIVE DATE:**

If approved, this Resolution becomes effective immediately upon Council adoption.

**OPTIONS:**

A. Adopt the Resolution authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,350,000 in federal Surface Transportation Program (STP) funding to support the construction phase of 120<sup>th</sup> Avenue NE – Stage 3 from NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets; and,
- 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

B. Do not adopt the Resolution. By not adopting the Resolution to execute the grant agreements, the City will not be able to access this programmed funding source and would need to identify local funds to fill the funding gap.

C. Provide alternative direction to staff.

**RECOMMENDATION:**

Option A.

**MOTION:**

Move to adopt Resolution No. 8890 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$4,390,000 in federal Surface Transportation Program (STP) funding to support the construction of 120<sup>th</sup> Avenue NE – Stage 3 from NE 12 to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168); and,
- 2) Execution of a grant agreement (and supplements if necessary) with the Transportation Improvement Board (TIB) to accept \$4,850,000 in state funding to support the right of way and construction phases of 120<sup>th</sup> Avenue NE Improvements (Stage 3) project - NE 12<sup>th</sup> to NE 16<sup>th</sup> Streets (CIP Plan No. PW-R-168).

**ATTACHMENTS:**

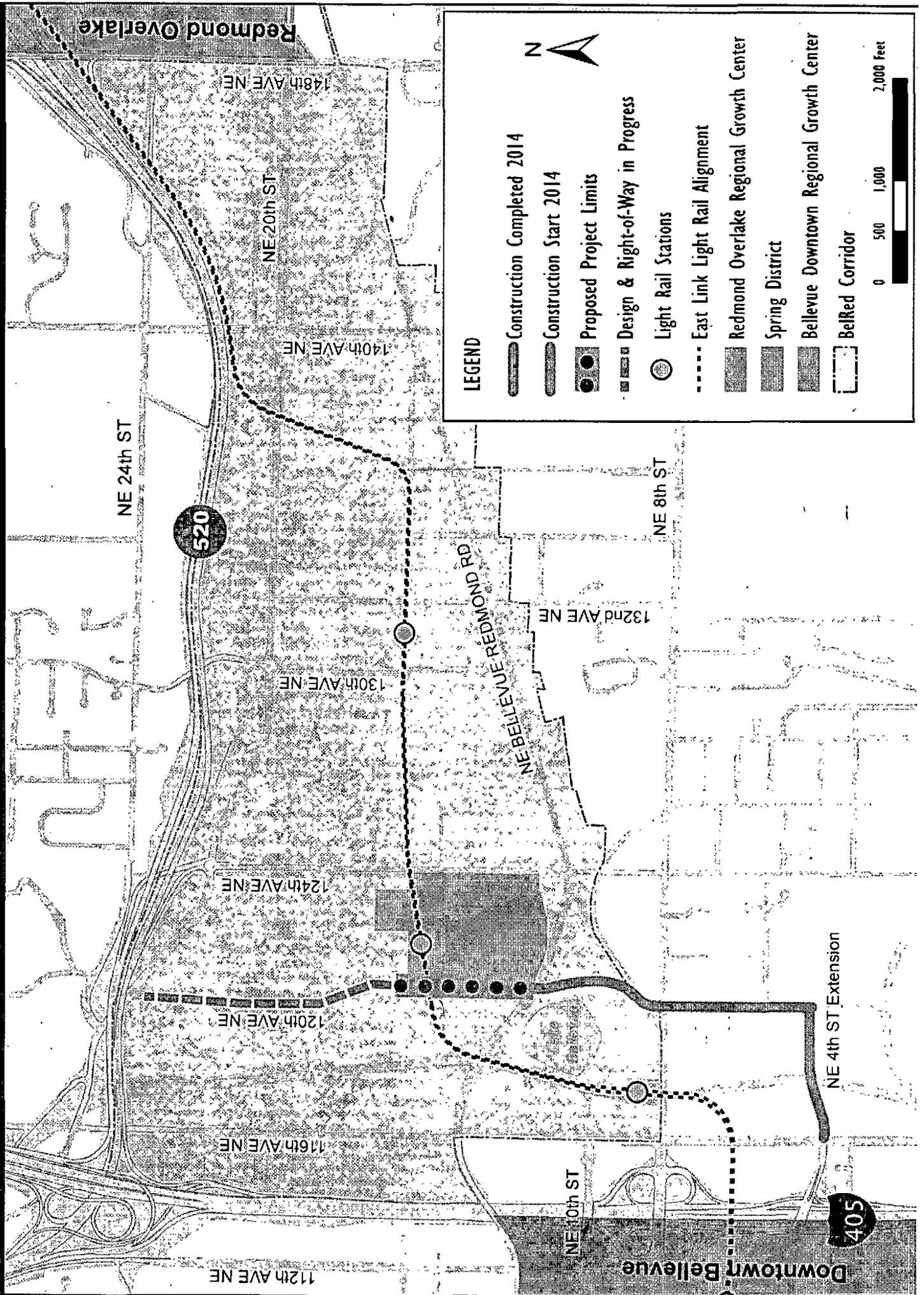
Vicinity Map

Proposed Resolution No. 8890

**AVAILABLE IN COUNCIL DOCUMENT LIBRARY:**

Drafts of Local Agency Agreements

# 120th Avenue NE - NE 12th to NE 16th Street



## LEGEND

- Construction Completed 2014
- Construction Start 2014
- Proposed Project Limits
- Design & Right-of-Way in Progress
- Light Rail Stations
- East Link Light Rail Alignment
- Redmond Overlake Regional Growth Center
- Spring District
- Bellevue Downtown Regional Growth Center
- BelRed Corridor



CR #: 53568 Date: 4-30-15 Loc: WTRLOC PO #: 1510197.000



City of Bellevue  
Finance - Contracting Services  
425-452-7876

### Grant Agreement Routing Form

#### Current Agreement Information

**Agreement Title:**

TIB Fuel Tax Grant Distribution Agreement for 120th Ave N, Stage 3

**Agreement Description:**

TIB Grant Agreement to fund, in part, ROW and Construction

**Agreement Form:**

Vendor Agreement Document

**Agreement Type:**

Grant

**Document Type:**

Funding Agreement

**Agreement Manager:**

Toni Finco

**Agreement Amount:** \$4,850,000.00**Total Aggregate Value:** NaN

GRV

#### Project Information:

**Project Name:**

120th Avenue NE, Stage 3  
Transportation

**Department:****Project Manager:**

Paul Krawczyk

**Are matching funds required on this project?** Yes**Requirement and list source explanation:**

Local Match is sufficiently funded through CIP Plan No. PW-R-168.

#### Granting Organization Information:

**Funding Agency:** Transportation Improvement Board

**Administrative Agency:** Transportation Improvement Board

**Administrative Agency JDE Vendor #:** 98922

**Funding Program Name:** Urban Corridor Program

#### Agreement Terms:

**Original Effective Date:** 03/16/2015 (estimated date)

**End Date:** 03/16/2025 (estimated date)

#### Related Agreement Information:

**Is this a renewal/amendment?** No

#### Council Approval:

~~Council Award Date: 3/16/2015 Ordinance #: Resolution #: 8890~~

**Route:**

Procurement Services:

*[Signature]*

In  
4/6/15  
4/6/15

Out  
4/6/15  
4/6/15

Accounting:

Information Technology:

Not Required

Legal:

*[Signature]*

4/7/15

4/7/15

Insurance Reviewed By:

*[Signature]*

4-14-15

4-14-15

Department Director:

*[Signature]*

4/15/15

4/15/15

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**Document Management Information:****CIP Plan #:** PW-R-168**Budget Fund:** Capital**Funding Source:** State - Direct**JDE Project Number:****Explanation:**

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**Budget Information:**

Year	Description	JDE Account Number	Amount
2015	120th Ave NE, Stage 3 ROW	420682001.334030.0800	\$1,000,000.00
2016	120th Ave NE, Stage 3 CN	420682001.334030.0800	\$3,850,000.00

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**Additional Comments:**