



Washington State Transportation Improvement Board  
Fuel Tax Grant Distribution Agreement

RECEIVING NO. 4478  
DATE 1-20-10  
CITY CLERK Jak  
11-010

LEAD AGENCY:	City of Woodinville
PROJECT NUMBER:	8-1-198(002)-1
PROJECT TITLE:	SR-202, Bottleneck Relief Project Phase 3 (RM 12)
PROJECT TERMINI:	NE Woodinville Dr to NE 131st Ave

1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, 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 supercedes all previous written or oral agreements between the parties.

2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

4.0 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 personnel authorized to bind each of the parties.

5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant 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 grant recipient's other rights under this Agreement.

6.0 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.



DEC 24 2009

## 7.0 TERMINATION

### 7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### 7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

### 7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. 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.

### 7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



Washington State Transportation Improvement Board  
Fuel Tax Grant Distribution Agreement

8.0 AVAILABILITY OF TIB FUNDS

The availability of Transportation Improvement Board funds is a function of Motor Vehicle Fuel Tax collections and existing contractual obligations. The local agency shall submit timely progress billings as project costs are incurred to enable accurate budgeting and fund management. Failure to submit timely progress billings may result in delayed payments or the establishment of a payment schedule.

Approved as to Form  
This 14th Day of February, 2003  
Rob McKenna  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Elizabeth Lagerberg  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

*Richard A. Leahy* 12/23/2009  
\_\_\_\_\_  
Signature of Chairman/Mayor Date

*Stevan Gorcester* 12/23/2009  
\_\_\_\_\_  
Executive Director Date

**RICHARD A. LEAHY**  
\_\_\_\_\_  
Print Name

**Stevan Gorcester**  
\_\_\_\_\_  
Print Name



Transportation Improvement Board  
**Project Funding Status Form**

Agency: **WOODINVILLE**

TIB Project Number: **8-1-198(002)-1**

Project Name: **SR-202, Bottleneck Relief Project Phase 3 (RM 12)  
 NE Woodinville Dr to NE 131st Ave**

Verify the information below and revise if necessary.

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

DEC 24 2009

**PROJECT SCHEDULE**

	Date Submitted Application	Revised Date
Construction Approval Date		
Contract Bid Award	Oct 2010	
Contract Completion	Feb 2012	

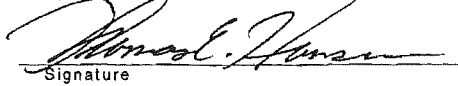
**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partner	Amount	Revised Funding
WOODINVILLE	2,228,635	3,978,635
WSDOT	0	
Federal Funds	1,368,755	1,368,755
FMSIB	1,750,000	0
STP Railroad	154,610	154,610
<b>TOTAL LOCAL FUNDS</b>	<b>5,502,000</b>	

Both agency officials must sign the form before returning it to the TIB office.

Mayor or Public Works Director

  
 Signature

12/23/09  
 Date

Thomas E. Hansen, P.E.

Printed or Typed Name

Public Works Director

Title

Financial Officer

  
 Signature

12/23/09  
 Date

James Katika

Printed or Typed Name

Finance Director

Title

# Attachment 1

## Project Funding Summary

### Project Information

Lead Agency **WOODINVILLE**  
Project Number **8-1-198(002)-1**  
Project Title **SR-202, Bottleneck Relief Project Phase 3 (RM 12)**  
Project Termini **NE Woodinville Dr to NE 131st Ave**

TIB funds for the project are:

<b>Phase</b>	<b>TIB Funds</b>
Design	500,000
Right of Way	0
Construction	1,000,000
Total Grant	<hr/> 1,500,000



# Washington State Transportation Improvement Board

## TIB Members

Councilmember Jeanne Burbidge  
*Chair, City of Federal Way*

Commissioner Greg Parth  
*Vice Chair, Whitman County*

Todd Coleman, P.E.  
*Port of Vancouver*

Councilmember Sam Crawford  
*Whatcom County*

Kathleen Davis  
*WSDOT*

Mark Freiburger, P.E.  
*City of Sedro-Woolley*

Secretary Paula Hammond, P.E.  
*WSDOT*

Mayor James Irish  
*City of La Center*

Doreen Marchione  
*Hopelink*

Councilmember Neil McClure  
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*City of Bellingham*

Dave Nelson  
*Grant County*

Jill Satran  
*Office of Financial Management*

Heidi Stamm  
*HS Public Affairs*

Harold Taniguchi  
*King County Metro Transit*

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*Snohomish County*

John Vodopich  
*City of Bonney Lake*

Jay Weber  
*County Road Administration Board*

Ralph Wessels, P.E.  
*Bicycle Alliance of Washington*

Commissioner Mike Wilson  
*Grays Harbor County*

November 25, 2008

RECEIVED

DEC 04 2008

City of Woodinville  
Public Works

RECEIVED

DEC - 3 2008

City of Woodinville

Mr. Thomas Hansen, P.E.  
Public Works Director  
City of Woodinville  
17301 133rd Avenue NE  
Woodinville, WA 98072-8534

Dear Mr. Hansen:

Congratulations! We are pleased to announce the selection of your project, SR-202, Bottleneck Relief Project Phase 3 (RM 12), NE Woodinville Dr to NE 131st Ave, TIB project number 8-1-198(002)-1. The total TIB contribution for this project is \$1,500,000.

**Before any work is allowed on this project, you must:**

- Verify the information on the Program Funding Status form, revise if necessary, and sign;
- Submit the section of your adopted Six-Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Agreement;
- Return the above items to TIB;
- You may begin work only after you receive notification from TIB.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

Enclosure

Stevan Gorcester  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

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## TIB Project Information

Information for TIB Project 8-1-198(002)-1.

### WOODINVILLE

8-1-198(002)-1

SR-202, Bottleneck Relief Project Phase 3 (RM 12)

NE Woodinville Dr to NE 131st Ave

FY 2010 UAP

King County

Legislative District(s): 45

Project Length: 0.25 mi.

Current Phase: Design

#### Project Description

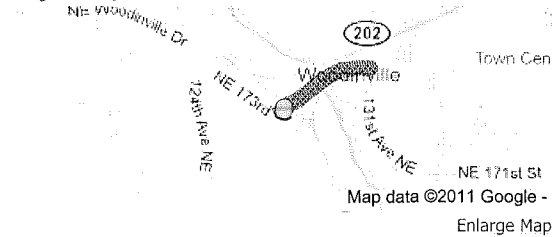
This project will widen SR-202 to four travel lanes, adding sidewalks and bicycle lanes. A new bridge, parallel to the current one, will be constructed over the Sammamish River. Other improvements include traffic signal modification and interconnection, improved turning radii, illumination, and landscaping.

#### Project Funding

	TIB Funds	Project Costs
Design	304,199	1,420,000
Right of Way	38,560	180,000
Construction	1,157,241	5,402,000
<b>Total</b>	<b>1,500,000</b>	<b>7,002,000</b>

[View payments made to this project.](#)

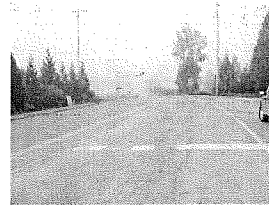
#### Project Map



#### Project Schedule

	Original Target	Actual Date
Design	07/01/2009	12/28/2009
Bid	02/01/2013	
Construction	02/28/2013	
Closeout	12/31/2023	
Audit		

#### Project Pictures



[View Project Gallery \(10 pictures\)](#)

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