AN AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE REGARDING IMPROVEMENTS ON 64th STREET WEST AND THE CHAMBERS CREEK PROPERTIES

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THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "County") and the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington (herein referred to as "City").

WHEREAS, County owns approximately 928 acres of property which are collectively known as the Chambers Creek Properties, including 700 acres located in the City of University Place, from which the County provides a variety of regional services; and

WHEREAS, the County is utilizing and developing the Chambers Creek Properties in accordance with a long-range plan entitled the *Chambers Creek Properties Master Site Plan* adopted by County Ordinance No. 97-71S in August 1997; and

WHEREAS, on March 17, 2000, the County, the City by Resolution No. 257, and the City of Lakewood by Motion 2000-01, executed an agreement called the Joint Procedural Agreement which set forth the development process and procedures necessary to facilitate implementation of the *Chambers Creek Properties Master Site Plan* and the projects contained therein; and

WHEREAS, the Chambers Creek Properties are bordered on the east by Grandview Drive West and on the north by 64th Street West both of which are City streets; and

WHEREAS, one of the early projects identified in the *Chambers Creek Properties*Master Site Plan is the Grandview/64th Street Trail and Buffer which will run parallel to

Grandview Drive West and 64th Street West; and

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WHEREAS, in March, 2000, the City and the County entered into an agreement regarding Grandview Drive West and the Chambers Creek Properties which included within it provisions for the installation of a portion of the County's Grandview/64th Street West Trail and granting the County a variation from the City's requirements which allowed portions of the trail to be installed in lieu of sidewalks;

WHEREAS, the County is responsible for certain street improvements to 64th Street West concurrent with constructing the Environmental Services Building (ESB) on a portion of Chambers Creek Properties adjacent to 64th Street West; and

WHEREAS, the County desires to install another portion of its Grandview/64th Street
West trail in conjunction with its improvements to 64th Street West in lieu of sidewalks pursuant
to the previously granted variation; and

WHEREAS, the City has included in its Six Year Transportation Improvement Plan, a road improvement project to install sidewalks, storm drainage landscaping and other related improvements along 64th Street West; and

WHEREAS, the County had planned to install its improvements to 64th Street West in 2002 while the City had planned and budgeted its portion of the 64th Street West improvements for 2003; and

WHEREAS, recognizing the economies of scale to be achieved, the opportunity to secure the lowest bid prices, and to minimize the disruption to the traveling public as well as to the visitors to and employees at the ESB, the parties recognize that all are best served by

constructing these public improvements to 64th Street West in one year, and not having this road under construction for two successive years; and

WHEREAS, recognizing the benefits of completing the construction of all public improvements in a single year by one contractor is in the County's best interest, the County is willing to advance funds to the City to allow the City to complete it's portion of the 64th Street West improvement project in 2002 and the City is willing to reimburse the County in 2003; and

WHEREAS, the parties wish to memorialize the agreement between them relating to the City's street improvement and the County's associated responsibilities resulting from construction on the Chambers Creek Properties;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

SECTION 1. PURPOSES.

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The purposes of this agreement are: (1) to document the agreement reached between the County and the City for the construction of public improvements to 64th Street West; (2) to coordinate street frontage improvements along 64th Street West with: (a) the County's design and construction of the ESB; (b) the installation of associated improvements in Area 5 of the Chambers Creek Properties; and (c) construction of additional portions of the County's Grandview/64th Street Trail and Buffer project.

SECTION 2. IDENTIFICATION OF GOALS

The County's goals in entering into this Agreement are: (1) to maintain the integrity of the perimeter buffer required around the Chambers Creek Properties; (2) to achieve maximum cost savings for the benefit of the public by providing for joint construction activities for the County and City; (3) to perform appropriate mitigation measures associated with the County's development of a portion of the Chambers Creek Properties; and (4) to complete construction of the 64th Street West improvements prior to the September 2002 projected occupancy date for the ESB.

The City's goals in entering into this Agreement are: (1) to obtain the deeds and/or easements for right-of-way necessary to construct its portion of the 64th Street West improvements; (2) to facilitate construction of the County's 64th Street West trail and buffer; and (3) to minimize inconvenience to the traveling public and to the visitors and employees at the ESB by completing the 64th Street West improvements project as part of one public works project completed in 2002 rather than in 2003 as originally anticipated in the City's six year transportation improvement plan.

SECTION 3. COUNTY RESPONSIBILITY

- A. County shall provide owner representative to assist in design and construction of the 64th Street West improvements. The County will assign an owner's representative to represent the County's property interests and verify that construction occurs in accordance with this Agreement. The County shall promptly notify the City of any construction or property issues it feels are inconsistent with either the construction engineering plans for the 64th Street West project or this Agreement. The City shall work cooperatively with the County to resolve construction issues to the mutual satisfaction of both parties if reasonably practical.
- B. County shall deed right-of-way for the 64th Street West and Chambers Creek Road West roundabout. The County shall deed to the City by separate document, additional right-of-way to accommodate the installation of a traffic roundabout at 64th Street West and Chambers Creek Road, adjacent to the entrance to the Environmental Services Building.

C. County shall share in cost of 64th Street West improvements. The County and City shall share in the cost of the 64th Street West improvements as indicated in Exhibit "A". The County shall pay all invoices received from the City within 30 days. If the County disputes a portion of the invoice, it shall pay the undisputed portion within 30 days and immediately meet with the City to resolve the disputed amount.

- D. County to advance funds to City to design and construct 64th Street West improvements in 2002. The County agrees to advance funds to the City to pay for the City's share of the 64th Street West improvements identified in Exhibit "A". At no time shall any advances made by the County be used for any purpose other than design and construction of the 64th Street West improvements. The advances shall be periodically requested in writing by the City and include a certification by the City Engineer stating that all advances received from the County are being used for the 64th Street West improvements. The amount of the advances shall be limited to the City's share of the 64th Street West improvements identified in Exhibit "A". The City shall repay all advances received from the County by March 31, 2003. Interest shall be charged on all advances from the date dispersed until paid in full. From the inception of the Agreement through March 31, 2003, advances shall bear simple interest at a rate of 2% per year. Beginning April 1, 2003, any advances not repaid by the City shall bear simple interest at a rate of 8.00% per year until paid in full.
- E. County grants City permanent non-exclusive easement to discharge surface water from 64th Street West into Environmental Services Building storm water facilities. In accordance with the terms and conditions in Section 4(E), the County grants the City a permanent, non-exclusive easement to discharge storm water from 64th Street West into the ESB storm water facilities. This easement is described in Exhibit "B".

F. County will continue to maintain and indemnify the City for the operation and maintenance of the Grandview/64th Street urban trail. As agreed upon in the March, 2000 agreement between the City and the County relating to the installation of a urban trail in lieu of sidewalk along Grandview Drive and 64th Street West, the County will continue to operate and maintain the Grandview/64th Street urban trail and indemnify the City against claims arising from the use of the trail as stated in Section 6, Indemnification and Defense.

SECTION 4. CITY RESPONSIBILITIES.

A. City shall design and construct the 64th Street West Improvements.

- (1) The City will design and construct the 64th Street West Street improvements described in Section 3(A) within City rights-of-way and within the right-of-way which shall be deeded to the City under separate document. The City agrees to make a diligent effort to complete the construction of all improvements by September 1, 2002.
- (2) The City and County shall work cooperatively on the design of the project improvements with the City having final design approval.
- (3) The City shall be solely responsible for the preparation of requests for bids, bid advertising, project management, risk management, accounting, construction management, engineering, public relations and for the actual performance of and supervision of the general contract for road and related improvements.

B. City shall share in cost of 64th Street West improvements.

(1) The City and County shall share in the cost of the 64th Street West improvements as indicated in Exhibit "A". Reimbursements and advances by the County

to the City shall not exceed the amounts stated in Exhibit "A" without prior written amendment to this agreement.

- (2) The City shall periodically invoice the County for its share of the project costs and any advances made by the County to the City. All invoices shall include appropriate supporting documentation for the invoice amount. The City shall supply the County with any and all construction invoices, vouchers, and contract correspondence in support of the invoices.
- (3) The City shall retain all records including construction invoices for public inspection. Said records, originals thereof, shall be subject to inspection by the County upon written demand, therefore. Said records shall be retained by the City in accordance with audit requirements and records retention requirements for public agencies, and shall be retained for no less than five years from date of completion of the general contract.
- C. City shall repay advances received from County. The City shall repay all advances received from the County in accordance with the terms outlined in Section 3.D.
- D. City shall continue to comply with the administrative variation previously granted for the County's combined urban trail/sidewalk concept on 64th Street West. In the March 2000 agreement between the City and the County regarding Grandview Drive West Phase III, the County proposed and the City accepted the County's installation of an urban trail system in lieu of standard sidewalks along Grandview Drive West and 64th Street West. To facilitate the installation of the trail, the City approved an administrative variation to the City's public works standards allowing the construction of a joint urban trail (12 foot wide concrete surface with a meandering location) in lieu of constructing both a trail and separated sidewalk along 64th Street West. This variation continues to apply to the remaining portion of the 64th Street Trail,

including the portion that the County will construct concurrent with the installation of the 64th Street West improvements and that the County shall continue to be responsible for maintaining the entire length of the joint urban trail.

E. City granted a permanent non-exclusive easement to discharge surface water into the County's storm water treatment facilities located on the ESB site and shall share in the cost of maintaining the stormwater facility. As part of the site development associated with construction of the ESB, the County constructed a storm water treatment facility capable of treating on-site storm water from a portion of the ESB entry roads and parking lots. Anticipating the City's future improvements to 64th Street West, the County enlarged the storm water treatment facilities so they were capable of treating a portion of the storm water run-off generated from 64th Street West.

To further facilitate the City's discharge of stormwater, the County will construct, at no cost to the City, a 12" PVC storm drainage line from the storm water treatment facilities to the 64th Street West right-a-way line immediately adjacent to the entrance to the ESB. The City shall be allowed to utilize this point of connection for discharge of storm water generated from 64th Street West, between Grandview Drive West and Chambers Creek Road West only. The volume of water discharged to the ESB storm water treatment facilities by the City shall not exceed the design volumes contained in the County's storm water design report submitted to the City by the County in support of the site development permit for the ESB. The County shall have first priority for discharge of storm water to the storm water treatment facility.

The City shall jointly share in the maintenance costs of all County ESB storm water collection and treatment facilities it utilizes to discharge storm water from 64th Street West (joint facilities) in proportion to its use. Proportional use of the joint facilities shall be calculated using

design calculations for storm water run-off contributed to the joint facilities from each entity.

The County shall submit invoices on a semi-annual basis to the City for any maintenance expense associated with these storm water facilities. The City is entitled to review all records pertaining to maintenance costs. Payment by the City is due thirty days after receipt of an invoice. In the event of a dispute, the parties agree to submit the dispute to binding arbitration.

In the event of a specific spillage or contamination incident on either City or County owned property which threatens or directly impacts or impairs the storm water treatment facility, the City and the County shall each be individually responsible for all clean-up and maintenance costs to return the facilities to their proper operating condition in accordance with all local, State and Federal regulations. The City and County shall work quickly and cooperatively on all clean-up activities, however, in the event of a City spillage or contamination incident, the County reserves the right to take reasonable actions to protect or clean-up the storm water treatment facility and to invoice the City for all reasonable clean-up costs associated therewith.

F. City acknowledgement of urban trail as mitigation. The parties recognize that the Chambers Creek Properties Master Site Plan and associated Final Environmental Impact Statement (FEIS) provides overall guidance and direction to the County in the development of the Chamber Creek Properties. The FEIS identified the Grandview/64th Trail and Buffer as a mitigation measure designed to offset some of the probable impacts of future developments identified in the Master Site Plan. As an identified mitigation measure, the City will not seek to impose additional mitigation on the development of the projects identified in the Master Site Plan beyond those already identified in the FEIS or mitigation measures identified as rationally related during project specific environmental review.

Nothing in this agreement shall prohibit the City from requiring building, electrical, plumbing, and/or life safety permits, which may be necessary for construction of any Master Site Plan project. Further, nothing in this agreement shall constitute a waiver of site-specific mitigation that is logically related to the impact proposed. However, all conditions imposed on the County by the City shall be consistent with federal and state constitutional law.

- G. City shall require Maintenance Bond. The City shall require a maintenance bond from the contractor for a period of two years for the entire cost of the construction of the road improvements and any related County improvements contained in the final design plans for the project. The City shall require that the work be performed to the satisfaction of the City's supervising engineer. The City shall supply the County with a true copy of the Notice of Completion and Acceptance of Work, together with all certifications of the supervising engineer.
- H. City as Sole Obligor. The parties agree that the City is the sole obligor under the general contract for construction of road improvements. The City is the sole obligor for payments to the general contractor. The County shall have no financial responsibility to the general contractor under the general contract for road improvements. The City shall be wholly responsible for the supervision of the general contract for road improvements. The County shall not be responsible for supervision of the performance of the general contract for road improvements and shall not supply labor for supervision of performance or for engineering services. The County shall have no privity of contract with the general contractor for road improvements of the City. The enforcement of job site safety rules and regulations shall be the sole responsibility of the City and its supervising engineers.

Further, the City represents that it will have all estates in land necessary for entry onto the premises, as necessary, to execute the scope of work of the general agreement road

improvements, and is ready and able to proceed with the general contract for road improvements as soon as an approved, valid bid is received.

I. Sales and Use Taxes. The County will pay sales and use taxes imposed on goods or services acquired hereunder, as required by law. The City must pay all other taxes. The County is exempt from Federal Excise Tax.

SECTION 5. TERM OF THE AGREEMENT. This Agreement shall be in full force and effect commencing on the date of execution of this Agreement and terminating on December 31, 2030. After the initial term, this Agreement shall automatically renew for one (1) year increments beginning January 1 and ending midnight, December 31, unless terminated by giving ninety (90) days written notice to the other party. Termination of this agreement shall have no affect on the obligations of either party to maintain the improvements installed by each on their respective property and right-of-way.

SECTION 6. INDEMNIFICATION AND DEFENSE. The County shall defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In addition, the County shall defend, indemnify and save harmless the City against any claims arising from the County operation and maintenance of the Grandview/64th Street West Trail. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice

is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's service charges.

The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The County, by this Agreement, does not assume any contractual obligations to anyone other than the City. The City, by this Agreement, does not assume any contractual obligations to anyone other than the County. There is no third-party beneficiary to this Agreement.

SECTION 8. INSURANCE COVERAGE. The City shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a self-insured retention of not more than \$500,000.00 and a policy limit of not less than \$5,000,000.00 dollars.

<u>SECTION 9.</u> **NON-DISCRIMINATION.** The County and the City certify that they are Equal Opportunity Employers.

SECTION 10. **ASSIGNMENT.** Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. **NOTICE.** Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF UNIVERSITY PLACE 3715 Bridgeport Way West University Place, WA 98466

Attn: City Manager

Any formal notice or communication to be given by the City to the County under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Pierce County Executive's Office
930 Tacoma Avenue South, Room 737
Tacoma, WA 98402-2100

Attention: County Executive

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the County giving written notice thereof to the other as herein provided.

SECTION 12. THE CITY AND THE COUNTY AS INDEPENDENT

CONTRACTORS. The City is, and shall at all times be deemed to be, an independent contractor. The County is, and shall at all times be deemed to be, an independent contractor.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and the County or any of the County's agents or employees. The City and the County shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the City and the County pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or City employee by virtue of their employment.

SECTION 13. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 14. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 15. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 16. FILING. Copies of this Agreement, together with the resolution of the Pierce County Council and City Council approving and ratifying this Agreement, shall be filed with the City Clerk and the Pierce County Auditor after execution of the Agreement by both parties.

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	SECTION 17. SEVERABILITY. If any of the provisions contained in this Agreement
	are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and
	effect.
	IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on

	IN WITNESS	WHERE OF, the parties have	e caused this Agreement to be executed or
this _	day of	, 2002.	

UNIVERSITYPLACE

CITY MANAGER

Approved as to Form:

CITY ATTOKNEY

PIERCE COUNTY

COUNTY EXECUTIVE

Date

DEPARTMENT DIRECTOR

Date

DEP. PROSECUTING ATTY

Date

(as to form only)

BUDGET AND FINANCE

Date

Exhibit "A"

Schedule of Project Costs

(tem			City	County	Total				City	C	оилту		Total
No. Item Description	Note	Unit	Quantity	Quantity	Quantity	Uı	uit Price		Amount	Amount		Amount	
1 Mobilization	4	LS	0,5	0,5	1	\$	49,000	\$	24,500	s	24,500	s	49,000
2 Removal of Stretures and Obstructions	4	LS	0,5	0,5	1	s	1,000	\$	500	\$	500	s	1,000
3 Locate Existing Utilities	4	LS	0.5	0,5	1	S	1,000	\$	500	\$	500	\$	1,00
4 Clearing & Grubbing	4	LS	0.5	0,5	Ê	\$	5,000	\$	2,500	\$	2,500	\$	5,000
5 Pulverize, Grade, Shape and Compact Existing Road	1,2	SY	2175	2175	4350	S	4	\$	8,700	\$	8,700	\$	17,40
6 Excavation, Backfill, Compaction for Roadway	1,2	CY	155	155	310	S	8	\$	1,240	\$	1,240	\$	2,480
7 Unsuitable Foundation Excavation Incl. Haul (Rdwy)	1,2	CY	01	10	20	\$	35	\$	350	S	350	s	70
8 Gravel Borrow Incl. Haul	1,2	TN	1150	1150	2300	S	15	\$	16,675	\$	16,675	\$	33,35
9 Catch Basin Type 1	3	EA	14	0	14	S	800	S	11,200	\$	- (*)	s	-11,20
10 Catch Basin Type 2 48" Diam	3	EA	2	0	2	\$	2,200	\$	4,400	S	-	\$	4,40
11 Concrete Inlet	3	EA	4	0	4	\$	700	\$	2,800	\$	(4)	\$	2,80
12 PVC Storm Sewer Pipe 12 In Diam.	3	LF	1650	0	1650	\$	28	\$	46,200	\$		\$	46,200
13 Excavate Unsuitable Material, Trench Section	1,2	CY	20	0	20	\$	25	S	500	\$		\$	50
14 Bank Run Gravel for Trench Backfill	3	CY	50	0	50	\$	15	s	750	\$		s	75
15 Trench Excavation Safety Systems	3	LS	1	0	1	\$	1,500	\$	1,500	\$	-	\$	1,50
16 Sawcutting	1,2	LF	350	350	700	S	2	S	700	\$	700	\$	1,40
17 Crushed Surfacing Top Coarse	1,2	TN	340	340	680	\$	15	\$	5,100	\$	5,100	\$	10,20
18 Asphalt Conc. Pavement Ci. B	1,2	TN	580	580	1160	\$	37	\$	21,460	\$	21,460	\$	42,92
19 Textured Asphalt Pavement	6	SY	0	490	490	\$	60	\$		\$	29,400	\$	29,40
20 Asphalt Conc. Pavement for Driveways	2	TN	0	30	30	s	130	\$	8	s	3,900	s	3,90
21 Cold Mix Asphalt	1,2	TN	15	15	30	\$	42	\$	630	\$	630	s	1,26
22 Cement Conc. Curb & Gutter	1,2	LF	1475	1475	2950	\$	8	\$	11,800	S	11,800	\$	23,60
23 Cement Conc. Extruded Curb	1,2	LF	1240	1240	2480	\$	4	S	4,960	S	4,960	s	9,92
24 Cement Conc. Barrier Curb	6	LF	0	410	410	\$	10	\$		S	4,100	\$	4,10
25 Type A Precast Conc. Traffic Curb	6	LF	0	310	310	\$	9	\$	€.	\$	2,790	\$	2,79
26 Cement Conc. Driveway Approach	2	SY	0	70	70	\$	28	\$	×	\$	1,960	\$	1,96
27 Temporary Erosion Control	4	LS	0.5	0.5	1	S	2,500	S	1,250	S.	1,250	S	2,50
28 Cement Conc. Sidewalk	1,2	SY	1000	2100	3100	\$	24	\$	24,000	\$	50,400	\$	74,40
29 Painted Yield Stripe	4	LF	50	50	100	\$	1	\$	50	\$	50	\$	10
30 Painted Edge Stripe	4	LF	135	135	270	\$	1	\$	135	S	135	s	27
31 Painted Edge Stripe w/ RPM,s	4	LF	205	205	410	\$	2	\$	410	\$	410	\$	82
32 Painted Double Yellow Centerline Stripe w/RPM,s	4	LF	160	160	320	\$	2	\$	320	S	320	\$	64
33 Painted Gore Stripe	4	LF	1175	1175	2350	\$	1	\$	1,175	\$	1,175	\$	2,35
34 Plastic Crosswalk Stripe	4	SF	165	165	330	\$	2	\$	330	S	330	\$	66
35 Painted Cycle Symbol	4	EA	3	3	6	\$	50	\$	150	s	150	S	30
36 Permanent Signing	4	LS	0.5	0.5	1	\$	1,500	\$	750	\$	750	\$	1,50
37 Traffic Control	4	LS	0,5	0.5	1	\$	25,000	S	12,500	S	12,500	\$	25,00
38 Chain Link Fence Type 1	1,2	LF	50	0	50	\$	- 11	\$	550	\$	- 3	\$	55
39 Double 20 Ft. Chain Link Gate	1,2	EA	2	0	2	\$	650	\$	1,300	\$	120	\$	1,30
40 Remove and Relocate Fence	1,2	LF	760	0	760	\$	8	\$	6,080	\$		\$	6,08
41 Remove and Re;locate Mailbox	1,2	EA	2	0	2	\$	200	\$	400	\$	30	\$	40
42 Wood Bollard	1,2	EA	0	-10	10	\$	550	\$		\$	5,500	\$	5,50
43 Topsoil Type A	1,2	CY	130	410	540	\$	30	\$	3,900	\$	12,300	S	16,20
44 Root Barriers	1,2	LF	1180	1180	2360	\$	4	S	4,720	\$	4,720	\$	9,44
45 PSIPE TREE: Pacific Sunset Maple, 2.5" Caliper	1,2	EA	64	0	64	\$	230	\$	14,720	s	327	\$	14,72
46 PSIPE TREE: Columnar Tulip Tree, 2.5" Caliper	1,2	EA	21	21	42	s	230	s	4,830	s	4,830	s	9,66
47 PSIPE TREE Paper Birch, 2.5" Caliper	1,2	EA	0	19	19	\$	400	\$	*	\$	7,600	\$	7,60
48 PSIPE TREE: Western White pine, 8'-10' ht	1,2	EA	0	54	54	\$	350	s		S	18,900	s	18,90
49 PSIPE SHRUB: Mock Orange @ 5'-6' ht.	1,2	EA	0	26	26	\$	30	S		\$	780	\$	78

51 PSIPE SHRUB: Salal @ 3' O.C.	1,2	EA	254	0	254	\$	3	S	762	s		\$	762
52 PSIPE GROUNDCOVER: Salal @ 2' O C	1,2	EA	0	2450	2450	s	12	\$	3	\$	29,400	\$	29,400
53 PSIPE GROUNDCOVER: Blue Oat Grass @ 2' O.C.	1,2	EA	. 0	1180	1180	\$	12	\$:+	\$	14,160	\$	14,160
54 PSIPE GROUNDCOVER: Kinnickinnick @ 2'-6" O.C.	1,2	EA	187,5	187_5	375	\$	3	\$	563	\$	563	\$	1,125
55 Sod Installation	1,2	SY	660	0_	660	\$	5	S	3,300	\$		\$	3,300
56 Seeding, Fertilizing and Mulching	1,2	AC	0.05	0,05	0.1	s	2,000	\$	100	\$	100	- \$	200
57 Shrub & Groundcover Mulch	1,2	CY	90	90	180	\$	33	\$	2,970	\$	2,970	\$	5,940
58 River Rock	1,2	CY	0	40	40	\$	12	\$	- 4	\$	480	\$	480
59 Roadway Irrigation System	1,2	LS	0.75	0.25	111	\$	15,000	S	11,250	\$	3,750	\$	15,000
60 PCESB Irrigation System	2,6	LS	0	1	1	s	7,140	\$	348	.\$	7,140	\$	7,140
61 Controlled Density Fill (For Encasement)	1,2	CY	20	0	20	\$	85	\$	1,700	\$		\$	1,700
62 Luminaire, Pole and Foundation	1,2	EA	6	6	12	\$	3,000	\$	18,000	\$	18,000	\$	36,000
63 Illumination, Trenching & Conduit	1,2	LF	400	400	800	\$	12	\$	4,800	\$	4,800	\$	9,600
64 Junction Box	1,2	EA	7.5	7.5	15	\$	400	\$	3,000	\$	3,000	S	6,000
65 Conductors System Complete	1,2	LS	0.5	0.5	1	\$	7,500	\$	3,750	\$	3,750	\$	7,500
66 Construction Survey	4	LS	0.5	0.5	1	\$	3,000	\$	1,500	\$	1,500	\$	3,000
67 Record Drawings	4	LS	0.5	0.5	1	s	500	\$	250	S	250	\$	500
68 Minor Changes	4	LS	0.5	0.5	1	S	5,000	\$	2,500	\$	2,500	\$	5,000
69 Adjust Water Valves to Grade	4	EA	2.5	2.5	5	S	200	s	500	\$	500	\$	1,000
70 Adjust Sanitary Sewer Manholes to Grade	4	EA	3	3	6	\$	300	S	900	\$	900	\$	1,800
Total Construction								\$ 300,380		\$ 359,458		\$ 659,837	
Right of Way (4186 sf @\$1.25 / sf) (Note 8)						-		s	2	\$	5,500	\$	5,500
Preliminary Engineering (Note 5)								\$	30,000	\$	30,000	\$	60,000
Construction Engineering (Note 5)								\$	25,000	s	25,000	\$	50,000
Subtotal												s	775,337
Underground Power (Note 7)								\$		\$	150,000	\$	150,000
Total Project Cost								s	355,380	s	569,958	s	925,337

Notes:

E WEATHER TO THE P

- 1. City of University Place is Responsible for All Construction Items North of the Centerline
- 2. Pierce County is Responsible for All Construction Items South of the Centerline
- 3. City of UP is Responsible for Drainage of the Road and the Crossings.
- $4_{\scriptscriptstyle\parallel}$ Miscellanious Construction Items shall be Divided Equally
- 5. All Engineering Costs shall be Divided Equally
- 6. P.C. is responsible for the Roundabout Construction Items Exclusive of the Curb, Gutter, Sidewalk and Paving on the North side of the Road
- 7. P.C. is Responsible for all Costs Associated with Uundergrounding the Power
- 8. P.C. is Responsible for the Costs Associated with Obtaining Right of Way for the Roundabout.

SUMMARY

City's Share of Project \$ 355,379.50

Plerce County's Share of Project \$ 569,957.50

Total Project Cost \$ 925,337.00

GRADING & DRAINAGE PLAN Partitions Dot government and market street street and market street street and market street street street and market street street street and market street C2.3

RESOLUTION NO. 342

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY OF UNIVERSITY PLACE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY REGARDING IMPROVEMENTS ON 64TH STREET WEST AND THE CHAMBERS CREEK PROPERTIES

WHEREAS, one of the early projects identified in the *Chambers Creek Properties Master Site Plan* is the Grandview/64th Street Trail and Buffer which will run parallel to Grandview Drive West and 64th Street West; and

WHEREAS, the County is responsible for certain street improvements to 64th Street West concurrent with constructing the Environmental Services Building (ESB) on a portion of Chambers Creek Properties adjacent to 64th Street West; and

WHEREAS, the County desires to install another portion of its Grandview/64th Street West trail in conjunction with its improvements to 64th Street West in lieu of sidewalks pursuant to a previously granted variation; and

WHEREAS, the City has included in its Six Year Transportation Improvement Plan, a road improvement project to install sidewalks, storm drainage landscaping and other related improvements along 64th Street West; and

WHEREAS, the County had planned to install its improvements to 64th Street West in 2002 while the City had planned and budgeted its portion of the 64th Street West improvements for 2003; and

WHEREAS, recognizing the economies of scale to be achieved, the opportunity to secure the lowest bid prices, and to minimize the disruption to the traveling public as well as to the visitors to and employees at the ESB, the parties recognize that all are best served by constructing these public improvements to 64th Street West in one year, and not having this road under construction for two successive years; and

WHEREAS, recognizing the benefits of completing the construction of all public improvements in a single year by one contractor is in the County's best interest, the County is willing to advance funds to the City to allow the City to complete it's portion of the 64th Street West improvement project in 2002 and the City is willing to reimburse the County in 2003; and

WHEREAS, the City of University Place and Pierce County are authorized by the Interlocal Cooperation Act to exercise certain of their governmental powers in a cooperative manner;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

- Section 1. <u>Authorization.</u> City Manager or his designee is authorized and directed to execute on behalf of the City an Interlocal Agreement with Pierce County regarding improvements on 64TH Street West and the Chambers Creek Properties
- Section 2. <u>Ratification and Confirmation</u>. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. <u>Effective Date</u>. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON MARCH 18, 2002.

Jean Brooks, Mayor

ATTEST:

Catrina Craig, City Clerk

Attachment - SEE SHEET C2.1 E 223.78-2004 H L SSUI 12" PIC 055-12X

MAT 12" PIC 002 BOTTOM AND 4 ELEX 2160 - 401 S.F.

MUT 12" PIC 002 BOTTOM AND 4 ELEX 2160 - 401 S.F.

MUT 12" PIC 002 BOTTOM AND 4 ELEX 2765 - 4172 S.F.

MUT 12" PIC 002 BOTTOM AND 4 ELEX 2765 - 272 C.F. APPROVED: "POINT OF CONNECTION" MATCHLINE - SEE SHEET C24 STORM STRUCTURE SCHEDULE STURM. THE SELECTION STRUCTURE SCHEDULE STURM IN STRUCTURE SCHEDULE SCHEDULE STURM IN STRUCTURE SCHEDULE STURM IN STRUCTURE SCHEDULE S CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555 1. SEE LECTION AND MOTES ON SHEET CO.I PROBLEM AND THE PROBLEM AND TH Checked S. Project Project GRADING & DRAINAGE PLAN CS CONDINGS

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Name & Return Address:

City of University Place City Clerks Office 3715 Bridgeport Way West University Place, WA 98466

Please print legibly or type information.

Document Title (Or transaction contained therein)
Interlocal with Pierce county regarding Improvements on 64th street west of Chambers Creen Properties.
64th street west of Chambers Creen Properties.
Grantor(s) (Last name first, then first name, middle name)
City of University Place
Additional Names on Page of Document
Grantee(s) (Last name first, then first name, middle name)
Pierce county
Additional Names on Page of Document
Legal Description (Abbreviated: i.e., lot, block, plat or section, township, range)
N/A
Complete Legal Description on Page of Document
Auditor's Reference Number(s)
NA
Assessor's Property Tax Parcel/Account Number(s)
N/A
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

gpcovsh.lst 2/98





Environmental Services

Gravelly Lake Plaza 9116 Gravelly Lake Drive S.W. Lakewood, Washington 98499-3190 (253) 798-4050 • FAX (253) 798-4637 pcsewer@co.pierce.wa.us

April 10, 2002 U-63165

Mr. Don Nutter Contract Project Engineer City of University Place 3715 Bridgeport Way W University Place, WA 98466

Subject:

Interagency Agreement – 64th Street West and the Chambers Creek Properties,

Contract Number 02-13825

Dear Mr. Nutter:

Enclosed please find three fully executed originals of the agreement between the City of University Place and Pierce County for the above mentioned subject.

Per section 16 of the agreement, copies of the agreement together with the City Council resolution should be filed with the City Clerk and recorded with the Pierce County Auditor. After this has been completed, please return one fully executed and recorded original to our office. Please note the County did not require a resolution to approve the agreement.

Please use the above mentioned contract number on all correspondence when referring to this contract.

If you have any questions regarding this agreement, please feel free to call.

Very truly yours,

TONY TIPTON, C.P.A.

Administrative Services Manager

Juli X. Shiff

TCT/jag Cors/U63165-TCT Enclosures

