

April 14, 2023

RE: April 19, 2023 Public Works Superintendent Report

(Item 1) Washington State Department of Transportation Repair cost estimate for US 101 Light pole replacement and 3 LED head retrofits. (see estimate)

This light pole is located @1412 First Street in front of Coffee Brake. It was destroyed by a vehicle a few years ago. I contacted WSDOT to see what we could do to get this replaced. I've been working with them for 4-5 months and we now have an agreement for WSDOT to come in and replace the pole and retrofit the other 3 lights to LED. We are paying them for the parts and labor it costs to do the job. The estimate is much cheaper from WSDOT than for the city to have to subcontract out individually each contractor to complete this job.

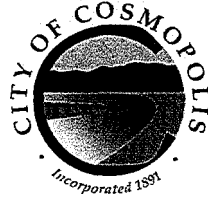
I am asking the council to approve the agreement signed by the City Of Cosmopolis and Washington State Department Of Transportation for the amount of \$8,665. *(This is the cost of the estimate.)*

(Item2) Update on water meters

Public works crew finished installing all of our ¾" and 1" meters. We installed 137 water meters this month. We have 10 Water meters left to install and the whole city is completed. These range from 2", 4", and 6".

Through the whole meter change out process, we found multiple small water leaks while changing the meters. We fixed all of them as well while changing the meters.

I also want to give a big thank you to my crew Tom and Jamin for the extremely hard work they put in to get these meters installed. We are very excited not to have to install meters next winter!



(Item3) Update Lions Club Park Playground and covered area

A new swing set has been ordered and has shipped. Install date tentative end of May. Covered area building is ordered, concrete for covered area is scheduled for June. After concrete has cured for about 30 days then covered area can be installed.

Sincerely,

Jeff Nations

Jeff Nations
Public Works Superintendent



Project Review Reimbursable Agreement		Applicant or Local Agency City of Cosmopolis	
Agreement Number J C 1541		Billing Address PO Box 2007 Cosmopolis, WA 98537	
SWV/Payee #			
Region Olympic		Contact Email jnations@cosmopoliswa.gov	
Contact Name Jeff Nations		Contact Phone 360-532-9230	
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate		Surety Amount \$ <input checked="" type="checkbox"/> Not Applicable	
SR	MP	Project Name	
Detailed Description of Work by WSDOT <input checked="" type="checkbox"/> Project Review Review of Design Submittals <input checked="" type="checkbox"/> Inspection Inspection of construction within WSDOT R/W <input type="checkbox"/> Other			

This AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY," hereinafter the "ENTITY;" herein after referred to individually as the "Party" and collectively as the "Parties."

Recitals

- The ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work.
- 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 to As Follows:

1. GENERAL

- The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.
- 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, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
- All WSDOT reviews, 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 by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.
- 2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.
- 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 defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall 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, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar 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 by the parties as outlined in Section 8.1, 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 above described 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 date last signed by the PARTIES below.

REQUESTING ENTITY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____ Printed: _____ Title: _____ Date: _____	By: _____ Printed: <u>Karen Boone, PE</u> Title: <u>Project Development Engineer</u> Date: _____



Location of Damaged Property: US 101 in Cosmopolis				Description of Damage: No damage, providing a quote to the City of Cosmopolis for installation of 1 luminaire pole with LED head, and installation of 2 other LED heads on existing poles.			Code: N/A
Maint. Area Location: N/A	SR: SR101	MP: 80.95	County: 14	Date Observed:	Accident Rpt. No. N/A	Unit Org. Code: 435512	Cont. Section:
Name and Address of Owner: City of Cosmopolis				Name and Address of Driver: N/A			
Year, Make, Type of Vehicle: N/A		License N/A		Police Div: N/A		Badge No.: N/A	

Labor Description	Reg. Hours	OT hours	Amount
Transportation Systems Tech D	5.00		\$340
Transportation Systems Tech C	5.00		\$326
Total Labor Estimate			\$666
Equipment Type	Hrs		Amount
7-5 Truck, Manlift, 65'	5.00		\$96
Total Equipment Estimate			\$96
Material Type	Commodity	Qty	Amount
POLE AND BRACKET WIRE	2809594758	60.00	\$185
LUMINAIRE FIXTURE LED COOPER NAVION 400W- MULTI (120-277)	2857651156	4.00	\$3,663
SINGLE FUSED ESNA	2857660135	2.00	\$86
PLATE KEEPER FOR LUMINAIRE POLES	2858058501	1.00	\$30
FUSE FIBRE TUBE BUSS KTK 10AMP 600 VOLTS OR LESS	2853466271	2.00	\$39
BOLT AND NUT ASSEMBLY WITH 5 PIECES (3 WASHERS, 1 NUT, 1 BOLT GALV 3/4 IN. D	5508546079	1.00	\$173
STEEL MAST ARM TYPE 1 16FT	2857610096	1.00	\$1,081
POLE 40 FEET 3 HOLE BASE TYPE 1 STEEL	2858065030	1.00	\$2,645
Total Material Estimate			\$7,903
Total Direct Charges			\$8,665

Submitted By Tobin, Roger	Date: 04/12/2023	Title: Electronics Supervisor
Approved By:	Date:	Title:
Completed:		