

SERVICE DATE

OCT 27 2016

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Application of

CITY OF AUBURN,

Applicant,

Requesting Disbursement from the
Grade Crossing Protective Fund

DOCKET TR-160825

ORDER 01

ORDER GRANTING REQUEST FOR
DISBURSEMENT FROM THE GRADE
CROSSING PROTECTIVE FUND

RECEIVED

OCT 31 2016

City of Auburn
GCPW Engineering Services

BACKGROUND

- 1 On July 15, 2015, the Washington Utilities and Transportation Commission (Commission) sent to various interested parties a "Notice of Available Funds for Rail Safety Projects" from the Grade Crossing Protective Fund (GCPF).
- 2 On June 17, 2016, the City of Auburn (City or the Applicant) filed with the Commission an application requesting a disbursement of \$8,256.30 from the GCPF to pay for a project related to installing safety fencing along the City's right-of-way to prevent pedestrian trespass over the railroad tracks. The City filed a revised petition on September 30, 2016, increasing its request for funding to \$10,306.14, to include additional fencing based on Commission Staff's recommendation.
- 3 The City seeks to extend an existing fence south along B Street NW to the West Main Street crossing, identified as USDOT 085655A. Additional fencing is also proposed on the City's right-of-way on both sides of the railroad tracks at 2nd Street NW, just north of the West Main Street crossing. These are areas of significant pedestrian trespassing over the tracks and there have been four pedestrian and train incidents since 2007, including three fatalities. BNSF Railway recently added a third mainline track which will increase train traffic in this area. The proposed fencing will restrict access to the tracks and channelize pedestrians to the fully signalized West Main Street crossing. The City will be responsible for ongoing maintenance of the fencing.
- 4 A site visit by Commission Staff confirmed that the safety problem described by the City exists and that the proposed fencing will deter pedestrian trespass onto the railroad right-of-way and increase public safety.
- 5 The City seeks \$10,306.14 to pay for the cost of the fencing. There currently are funds available to pay for the project.

- 6 The City must also meet the following conditions for administering the GCPF grant.
- Expenditure from the Grade Crossing Protective Fund must not exceed \$10,306.14.
 - The work for which the Grade Crossing Protective Fund disbursement was approved must conform to the project description specified in the application.
 - The City must sign and return the attached project agreement.
 - Payment will be made upon presentation of claim for reimbursement and verification by Commission Staff that the work has been satisfactorily completed.
 - The project must be completed and the associated request for reimbursement from the Grade Crossing Protective Fund must be filed with the Commission no later than May 1, 2017.

FINDINGS AND CONCLUSIONS

- 7 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington having authority to approve and administer disbursements from the Grade Crossing Protective Fund. RCW 81.53.271; RCW 81.53.281.
- 8 (2) The project for which City seeks disbursement from the Grade Crossing Protective Fund is eligible for funding consideration under Commission rules and complies with the requirements of RCW 81.53.271, RCW 81.53.281, and WAC 480-62.
- 9 (3) Commission Staff investigated the request based on the review criteria specified in the Commission's rules and recommended that it be granted, subject to specified conditions for administering the grant.
- Expenditure from the Grade Crossing Protective Fund must not exceed \$10,306.14.
 - The work for which the Grade Crossing Protective Fund disbursement was approved must conform to the project description specified in the application.
 - The City must sign and return the attached project agreement.

- Payment will be made upon presentation of claim for reimbursement and verification by Commission Staff that the work has been satisfactorily completed.
- The project must be completed and the associated request for reimbursement from the Grade Crossing Protective Fund must be filed with the Commission no later than May 1, 2017.

10 (4) This matter came before the Commission at its regularly scheduled meeting on October 27, 2016.

11 (5) After reviewing the City's application filed on June 17, 2016, and the revised application filed on September 30, 2016, and giving due consideration to all relevant matters and for good cause shown, the Commission grants the request for disbursement of funds.

ORDER

THE COMMISSION ORDERS:

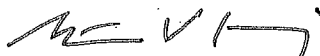
12 The City of Auburn's application for disbursement from the Grade Crossing Protective Fund for fencing in Auburn, Washington, along B Street NW near the West Main Street crossing and on the City's right-of-way on both sides of the railroad tracks at 2nd Street NW, is granted, subject to the following conditions:

- (1) Expenditure from the Grade Crossing Protective Fund must not exceed \$10,306.14.
- (2) The work for which the Grade Crossing Protective Fund disbursement was approved must conform to the project description specified in the application.
- (3) The City of Auburn must sign and return the attached project agreement.
- (4) Payment will be made upon presentation of claim for reimbursement and verification by Commission Staff that the work has been satisfactorily completed.
- (5) The project must be completed and the associated request for reimbursement from the Grade Crossing Protective Fund must be filed with the Commission no later than May 1, 2017.

The Commissioners, having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED at Olympia, Washington, and effective October 27, 2016.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION



STEVEN V. KING, Executive Director and Secretary

**PROJECT AGREEMENT
GRADE CROSSING PROTECTIVE FUND**

Docket No.: TR-160825

Commission Approval Date: October 27, 2016

A. PARTIES OF THE AGREEMENT

This project grant agreement (agreement) is entered into between the Washington Utilities and Transportation Commission (UTC), P.O. Box 47250, Olympia, Washington 98504-7250, and the City of Auburn (City), 25 West Main Street, Auburn, WA, 98001, and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

This agreement sets out the terms and conditions by which grants are made from the Grade Crossing Protective Fund (GCPF). These grants are administered by the UTC to the grantee for Docket No. TR-160825, identified above.

C. DESCRIPTION OF PROJECT

TR-160825 involves installing safety fencing along the City's right-of-way to prevent pedestrian trespass over the railroad tracks. The City seeks to extend the existing fence south along B Street NW to the West Main Street crossing, identified as USDOT 085655A. Additional fencing will also be installed on the City's right-of-way on both sides of the railroad tracks at 2nd Street NW. Specific information about the project and location of the proposed fencing is contained in the City's GCPF application. The City is responsible for ongoing maintenance of the fencing.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on October 27, 2016, and end May 1, 2017. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this agreement.

E. PROJECT FUNDING

Total grant funding awarded by the UTC for this project shall not exceed \$10,306.14. The total approximate cost of the fencing project is \$10,306.14. The grantee shall be responsible for all additional costs.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this agreement are subject to this agreement and its attachments, including the grantee's application, Commission orders, and the general provisions, all of which are attached and incorporated into this agreement. Except as provided, no alteration of any of the terms or conditions of this agreement will be effective unless provided in writing. All alterations must be signed by both parties.

The grantee has read, fully understands and agrees to be bound by all terms and conditions in these documents.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND UTC POLICIES

This agreement is governed by, and the grantee shall comply with, all applicable state and federal laws and regulations, including RCW 81.53.281, the published agency rules in 480-62 WAC, and the Commission's order in this matter which are incorporated by this reference as if fully set forth.

H. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the grantee under this agreement will be addressed and delivered to:

City of Auburn
Joseph Welsh
25 West Main Street
Auburn, WA 98001

Utilities and Transportation Commission
Kathy Hunter
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

I. ENTIRE AGREEMENT

This agreement, along with all attachments, constitutes the entire agreement of the articles. No other understandings, oral or otherwise, regarding this agreement shall exist or bind any of the parties.

J. EFFECTIVE DATE


This agreement shall be effective upon signing by all parties.

State of Washington
Utilities and Transportation Commission

By: 
(Executive Director and Secretary)

Date: 10/27/2016

City of Auburn

By: Nancy Backus
Title: MAYOR 

Date: 11.15.16

Approved as to form:

By: /s/
Assistant Attorney General

General Provisions
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SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this agreement are for reference purposes only and shall not be considered a substantive part of this agreement.
- B. Definitions. As used throughout this agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the agreement, any supplemental agreement, and any intergovernmental agreement between the WUTC and a grantee.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the WUTC.

Application - The forms and support documents approved by the WUTC or its Secretary for use by applicants in soliciting project funds administered by WUTC.

Contractor - shall mean one not in the employment of the grantee who is performing all or part of the eligible activities for this projects under a separate agreement with the grantee. The term "Contractor" and "Contractors" means Contractor(s) in any tier.

Secretary - The WUTC Secretary or the Secretary's designee.

Grantee - The applicant who has been awarded a grant of funds and is bound by this executed agreement; includes its officers, employees and agents.

Milestone - Important date(s) tracked in the agreement for monitoring the project status.

Period of Performance - The time period specified in the agreement, under Section D, Period of Performance.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by the WUTC.

WUTC - Washington Utilities and Transportation Commission created under Title 80 RCW.

SECTION 2. PERFORMANCE BY GRANTEE

The grantee shall undertake the project as described in this agreement, Commission order, the grantee's application, and in accordance with the grantee's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the WUTC. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 17.

Timely completion of the project is important. Failure to do so, as set out in this agreement, is a material breach of the agreement.

SECTION 3. ASSIGNMENT

Neither this agreement, nor any claim arising under this agreement, shall be transferred or assigned by the grantee without prior written consent of the WUTC.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the WUTC undertakes to assist the grantee with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the grantee. The WUTC undertakes no responsibilities to the grantee, or to any third party, other than as is expressly set out in this agreement. The responsibility for the implementation of the project, as those phases are applicable to this project, is solely that of the grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by the law, the grantee expressly agrees to and shall indemnify, defend and hold harmless the state and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the grantee's or any contractor's performance or failure to perform the agreement. Grantee's obligation to indemnify, defend and hold harmless also includes any claim by grantee's agents, employees, representatives or any contractor or its employees. Grantee's obligation to defend includes payment of any costs or attorneys' fees. Grantee's obligation shall not include such claims that may be caused by the sole negligence of the state and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the state, its agents or employees and (b) the grantee, its contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its contractors, agents, or employees. The grantee expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the state and its agencies, officials, agents or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE GRANTEE

The grantee and its employees or agents performing under this agreement are not employees or agents of the WUTC. The grantee will not hold itself out as nor claim to be an officer or employee of WUTC or of the state of Washington by reason hereof, nor will the grantee make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B.16 RCW.

The grantee is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the WUTC may, in its sole discretion, by written notice to the grantee terminate this agreement if it is found after due notice and examination by WUTC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the grantee in the procurement of, or performance under this agreement. In the event this agreement is terminated as provided above, WUTC shall be entitled to pursue the same remedies against the grantee as it could pursue in the event of a breach of the agreement by the grantee. The rights and remedies of WUTC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by

law. The existence of facts upon which the WUTC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Dispute Resolution" clause of this agreement.

SECTION 8. CONSTRUCTION, OPERATION, USE AND MAINTENANCE

Grantees must ensure that properties or facilities assisted with WUTC funds, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

SECTION 9. ACKNOWLEDGMENT

The grantee shall include language which acknowledges the funding contribution of the program to this project in any publication developed or modified for, or referring to, the project.

SECTION 10. COMPLIANCE WITH APPLICABLE LAW

The grantee will implement the agreement in accordance with applicable federal, state, and local laws and regulations.

The grantee shall comply with, and WUTC is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to, State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; Chapter 39.12 RCW – Prevailing Wages on Public Works; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The grantee shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the grantee's noncompliance or refusal to comply with any nondiscrimination law or policy, the agreement may be rescinded, cancelled, or terminated in whole or in part, and the grantee may be declared ineligible for further grant awards from WUTC. The grantee is responsible for any and all costs or liability arising from the grantee's failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio,

television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any grantee, or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 11. RECORDS MAINTENANCE

The grantee 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. Grantee 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 WUTC, personnel duly authorized by WUTC, 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.

SECTION 12. RIGHT OF INSPECTION

The grantee shall provide right of access to its facilities to WUTC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

SECTION 13. PROJECT FUNDING

- A. Additional Amounts. WUTC shall not be obligated to pay any amount beyond the dollar amount as identified in this agreement, unless an additional amount has been approved in advance by WUTC or the Secretary and incorporated by written amendment into this agreement.
- B. Before the agreement. No expenditure made, or obligation incurred, by the grantee before the effective date of this agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by WUTC policy. The dollar amounts identified in this agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the WUTC may have under this agreement, the amounts identified in this agreement shall be reduced to exclude any such expenditure from participation.

SECTION 14. PROJECT REIMBURSEMENTS

- A. Compliance and Payment. The obligation of WUTC to pay any amount(s) under this agreement is expressly conditioned upon strict compliance with the terms of this agreement by the grantee.
- B. The grantee will submit an invoice for full payment when the project is completed. WUTC Staff will inspect the project and process payment. A project is considered "complete" when:
 - 1. all approved or required activities outlined in the agreement are complete;
 - 2. a grantee's final request for reimbursement is submitted to the WUTC;
 - 3. the completed project has been approved by WUTC;
 - 4. final amendments have been processed; and
 - 5. fiscal transactions are complete.
- C. Advance payments are not allowable.

SECTION 15. RECOVERY OF PAYMENTS

In the event that the grantee fails to expend funds under this agreement in accordance with state and federal laws, and/or the provisions of the agreement, WUTC reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The grantee shall reimburse WUTC for any overpayment or erroneous payments made under the agreement. Repayment by the grantee of such funds under this recovery provision shall occur within 30 days of demand by WUTC. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 16. COVENANT AGAINST CONTINGENT FEES

The grantee warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a Commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the grantee for the purpose of securing business. WUTC shall have the right, in the event of breach of this clause by the grantee, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or recover by other means the full amount of such Commission, percentage, brokerage or contingent fee.

SECTION 17. ORDER OF PRECEDENCE

This agreement is entered into, pursuant to, and under the authority granted by applicable state law. The provisions of the agreement shall be construed to conform to that law. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable statutes, orders, or policy and interpretive statements;

- B. Project agreement including attachments;
- C. Additional provisions or modifications of General Provisions;
- D. General Provisions.

SECTION 18. 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.

SECTION 19. LIMITATION OF AUTHORITY

Only WUTC or WUTC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this agreement is not effective or binding unless made in writing and signed by the WUTC.

SECTION 20. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Executive Secretary, or the Executive Secretary's designee, and attached to the original agreement.

SECTION 21. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The WUTC relies upon the grantee's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this agreement.

SECTION 22. TERMINATION AND OTHER REMEDIES

WUTC may require strict compliance by the grantee with the terms of this agreement including, but not limited to, the requirements of the applicable statutes, rules and WUTC policies which are incorporated into this agreement, and with the representations of the grantee in its application for a grant as finally approved by WUTC.

WUTC or the Secretary, may suspend, or may terminate, the obligation to provide funding to the grantee under this agreement:

- A. In the event of any breach by the grantee of any of the grantee's obligations under this agreement; or
- B. If the grantee fails to make progress satisfactory to WUTC or Secretary toward completion of the project by the completion date set out in this agreement.

WUTC may enforce this agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to

WUTC. No remedy available to WUTC shall be deemed exclusive. WUTC may elect to exercise any, any combination, or all of the remedies available to it under this agreement, or under any provision of law, common law, or equity.

SECTION 23. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this agreement, WUTC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this agreement is so terminated, WUTC shall be liable only for payment required under the terms of this agreement for project expenses incurred prior to the effective date of termination.

SECTION 24. DISPUTE RESOLUTION

Except as may otherwise be provided in this agreement, when a dispute arises between the grantee and the Staff of the WUTC, which cannot be resolved, either party may request a hearing according to the process set out in this section. Either party's request for a hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The grantee's name, address, project title, and the assigned project number.

A request for a hearing under this section by either the WUTC Staff or the grantee shall be delivered or mailed to the other party and to the Secretary of the WUTC. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute.

The WUTC shall treat such a request, when made by a grantee, as an application for an adjudicative proceeding under RCW 34.05.419.

SECTION 25. ATTORNEYS' FEES

If either party brings litigation to enforce any term or condition of this agreement, or as a result of this agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

SECTION 26. GOVERNING LAW/VENUE

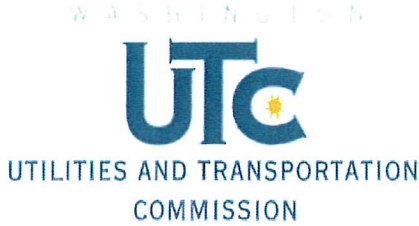
This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County Superior Court. The grantee, by execution of this agreement acknowledges the jurisdiction of the courts of the state of Washington.

In the cases where this agreement is between WUTC and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The state of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the state of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the state and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the state of Washington and its officers and employees may not exceed the amount provided for in Section E- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the state of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and state and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 27. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.



1300 S. Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504-7250
(360)664-1262 or (360)664-1202
Fax: (360)586-1150
Web: www.utc.wa.gov
E-mail: records@utc.wa.gov

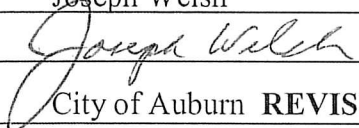
**GRADE CROSSING PROTECTIVE FUND
2015 – 2017 GRANT APPLICATION
OPEN CALL FOR PROJECTS**

The Washington Utilities and Transportation Commission (Commission), through its Grade Crossing Protective Fund (GCPF), provides grants for projects that eliminate or mitigate public safety hazards at railroad crossings and along railroad rights-of-way in Washington State. Any public, private or non-profit entity may submit an application to the Commission for a GCPF grant.

To apply for a grant to eliminate or mitigate a public safety hazard at a railroad crossing or along a railroad right-of-way, complete the following information and submit it and any attachments to the Commission. If you are proposing a change to the warning devices at a public railroad crossing, complete the GCPF petition form.

Please be sure to complete the entire form. Incomplete or missing information can delay the grant approval process.

Applicant Information

Applicant Name: Joseph Welsh
Signature: 
Organization: City of Auburn **REVISED APPLICATION**
Address: 25 West Main Street, Auburn, WA 98001
Phone: (253) 804-5050
Email: jwelsh@auburnwa.gov

Project Information

Attach additional sheets as necessary that provide the following:

1. A detailed summary of the hazard being addressed. Include any information about accidents or incidents at the site and photographs, drawings or other materials that support the application.

There have been four recent pedestrian incidents at or in the immediate vicinity (north of) the BNSF Railway crossing with West Main Street in Auburn, USDOT # 085655A. Since 2007 three pedestrian trespassers have been killed by trains at this location and one has been injured. We believe there may have also been an additional pedestrian fatality at this location, although we have not been able to corroborate it.

The existing fencing along the east side of the tracks ends approximately 200 feet to the north of the Main Street crossing. The existing barrier to the south of the fencing, between Main Street and 1st Street, consists of concrete ecology blocks with a cable strung between them. The cable can easily be stepped over, providing easy pedestrian access to this uncontrolled area of the BNSF right-of-way. See the attached photos and map.

Additionally, there is an unfenced pedestrian walking route path across the BNSF railway at 2nd Street NW. See attached photos and map.

This area of downtown Auburn generates significant east/west pedestrian traffic, with Main Street providing the primary connection between the Multicare Auburn Medical Center Campus, City Hall, Auburn Transit Center, West Auburn Senior High School, retail and employment opportunities, and parking.

2. A detailed summary of the proposed project and how it will eliminate or mitigate the hazard. Include any drawings or construction plans for the proposed project.

The City of Auburn is seeking a grant to extend the existing fence to the grade crossing. The project will clear the necessary area and install **280** feet of new 6 foot fence in the city right of way along the BNSF tracks at two locations. The new fencing will extend the existing fencing south to the West Main Street grade crossing along B Street NW the east side of the BNSF tracks. **In addition, fencing will also be added on both sides of the BNSF right of way at 2nd Street NW.**

The fence will restrict pedestrian access to the BNSF right of way between Main Street to a point north of 2nd Street NW. This will require non-motorized road users to use the Main Street grade crossing which already has gates, cantilever and standard warning lights, audible warnings and cross bucks.

Channelizing pedestrians to the Main Street crossing will improve pedestrian safety by reducing the potential for pedestrian/train collisions by requiring pedestrians to cross at a location with gates and active warning devices.

3. A list of all other companies, organizations, state agencies or local governments that may be involved in implementing this proposal, and the contact name, address and phone number for each (if known).

The project will be undertaken solely by the City of Auburn in the public ROW.

4. A cost estimate, including:
- An itemized list of the total costs of the project.
 - Names of parties contributing to the project, including the applicant, and the amount each is contributing.

See the attached engineer's estimate for an itemized list of total project costs.

The City of Auburn will contribute any funds necessary to cover any costs above the

\$20,000 limit of the grant award, and to cover the additional cost of decorative elements including black vinyl coating to match the existing fencing to the north.

5. The name of the party responsible for long-term maintenance, such as repair of fencing.

The City of Auburn shall be responsible for the on-going maintenance of the fence.

6. An estimated timeline of the project.

The project will be completed within six months from receipt of grant funding.

7. A description of how the project's success would be measured.

Collision data along the section of the BNSF ROW to the north of the Main Street crossing where the fence is proposed to be installed will be monitored. A reduction in the number and frequency of train/pedestrian collisions would be considered to be a success.

8. A description of the applicant's experience in grant management or completing grant projects of this nature, including years of experience, types of projects completed and project cost/scope.

The City of Auburn has extensive experience in managing grant - funded railroad related projects, including previous grants awarded by the UTC.

9. Any other information the applicant believes would be useful to the Commission in considering the project.

Railroad Commitment

If the applicant is not the railroad owning the crossing or the tracks, the applicant must submit the attached Railroad Commitment form completed by the railroad owning the crossing or tracks.

Submitting the Application

After completing the application, please send the original to:
Washington Utilities and Transportation Commission

2015-2017 GCPF Application Form – Open Call for Projects

Attention: Grade Crossing Protective Fund
1300 S. Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504-7250

A signed application may be filed electronically at records@utc.wa.gov. When filing electronically, please specify “Grade Crossing Protective Fund” in the subject line.

Assistance

For questions or assistance, please contact:

- Lori Halstead at 360-664-1262 or by email at lhalstea@utc.wa.gov
- Betty Young at 360-664-1202 or by email at byoung@utc.wa.gov

Railroad Commitment

The undersigned represents the Railroad Company in the accompanying GCPF application.

We have reviewed the application and are satisfied that the conditions are the same as described by the applicant in this matter. We agree to allow construction, modification or demolition on a railroad right-of-way as described in the application.

Printed name of Railroad Representative

Signature of Railroad Representative

Title

Name of Railroad

Mailing Address of Railroad

Telephone Number

Email

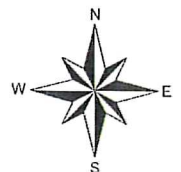
Date: _____

Future Fencing Auburn near BNSF Rwy at W. Main Street



Printed Date:5/10/2016
Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



Additional fencing in revised application

Printed Date: 9/14/2016

Map Created by City of Auburn eGIS

Imagery Date: May 2015

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

Legend

Parcels

Notes



75.0 Feet

37.5

0



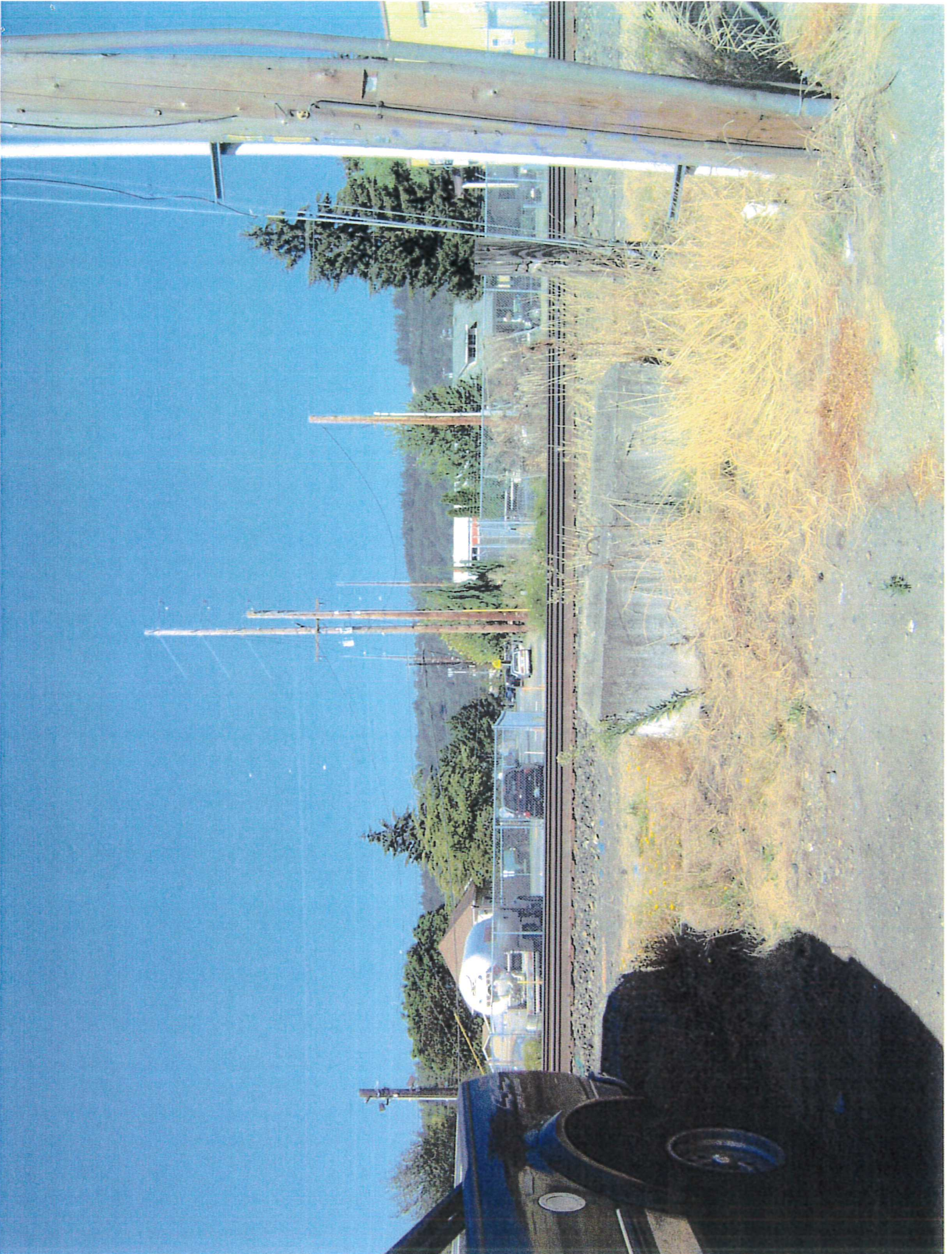
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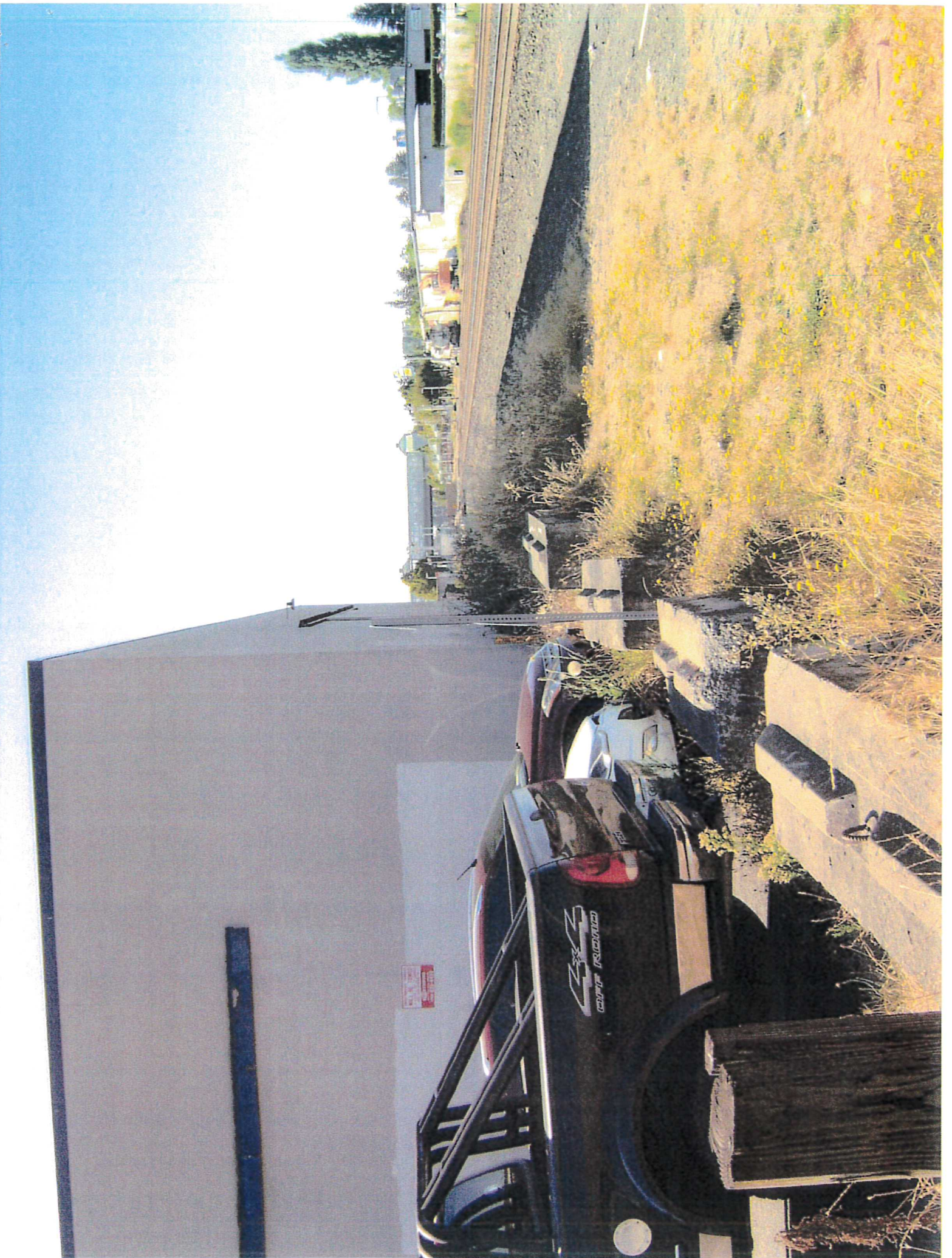


NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet









*B St NW Fencing Improvements
Engineer's Estimate*

Item No.	Sec. No.	Item Description	Quantity	Units	Unit Price	Total Price
1	1-09	Mobilization	1	LS	LS	\$ 2,172.00
2	2-01	Clearing and Grubbing	1	LS	1,000.00	\$ 1,000.00
3	2-02	Removal of Structures and Obstructions	1	LS	1,200.00	\$ 1,200.00
4	8-12	Install 6-Foot Chain Link Fence	280	LF	18.00	\$ 5,040.00

Construction Estimate Total \$9,412.00

(Fence on BNSF ROW Border_1 st and B st)
Engineer's Estimate

Schedule A - King County

Sales Tax 9.5%

\$9,412.00

.....
\$894.14

Subtotal Schedule A

\$10,306.14