

**MEMORANDUM OF UNDERSTANDING
REGARDING PROJECT COOPERATION AND
COST SHARING FOR STREET OVERLAY WORK**

THIS MEMORANDUM OF UNDERSTANDING REGARDING PROJECT COOPERATION AND COST SHARING FOR STREET OVERLAY WORK (this "MOU") is entered into pursuant to the Washington Interlocal Cooperation Act (Chapter 39.34 RCW), the Constitution of the Puyallup Tribe of Indians, and 25 U.S.C. § 81 by and between the **Puyallup Tribe** (the "Tribe") and the **City of Tacoma**, a Washington state municipal corporation (the "City").

WHEREAS the City is responsible for maintenance of right-of-way within the municipal boundaries of the City of Tacoma;

WHEREAS the Tribe receives Federal funds specifically for the maintenance of roads that serve the Puyallup Indian reservation;

WHEREAS the Tribe and the City both recognize and acknowledge opportunities exist for cooperation in street overlay work within the City limits in and around Tribe facilities and tribal residential areas; and

WHEREAS within overlapping areas of interest within the City, the City and the Tribe have identified right-of-way areas that both parties agree are in need of maintenance and have mutually agreed to advance certain right-of-way maintenance projects, as set forth herein, that can be completed within the funding and schedule parameters of each of the parties; and

WHEREAS the Tribe and the City now seek to memorialize the terms and conditions under which they will cooperatively work to complete the maintenance/overlay of the right-of-way areas designated herein;

NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are hereby incorporated into the body of this MOU as an integral part hereof.
2. The parties agree and acknowledge that the scope and estimated cost of each of the two projects agreed to be subject to this MOU is as described in Exhibit A and Exhibit B as both are attached hereto and incorporated herein by this reference.
3. The City has developed the project cost estimates set forth in the Exhibits. These cost estimates include a contingency reserve for unforeseen costs associated with the scope of each project. The parties agree and acknowledge that the contingency reserves set for each project are not to be used for increased scope, design or additional requirements, but rather are to be used solely contingencies incurred as a result of performing the scope of work agreed upon herein at the time of execution of this MOU.

4. The City agrees to complete the projects either (a) by using its own personnel, (b) by contracting for performance of the work, or (c) through of combination of both of the foregoing.

5. The City will use all commercially reasonable efforts to manage costs on the projects to keep within the attached cost estimates.

6. The Tribe agrees to pay/reimburse the City for the full cost of completing the projects as set forth herein. The costs estimates notwithstanding, the Tribe acknowledges that cost overruns can occur due to unforeseen circumstances and, in some cases, the need for dispute resolution in the case of performance by third party contractors. Before undertaking any work that would entail a cost increase of more than 25% over the estimates contained in Exhibits A and B, the City will first obtain review and clearance from the Tribe.

7. The City shall invoice the Tribe for work completed on a monthly basis. The Tribe shall pay such invoices within thirty (30) days of receipt.

8. The parties recognize that this MOU, in principle, is subject to the approval of the full legislative Councils of the City and the Tribe.

9. This MOU shall be effective upon full execution by the signatories below.

Dated this ____ of _____, 2014.

CITY OF TACOMA

THE PUYALLUP INDIAN TRIBE

Mayor (Date)

By _____
Bill Sterud, Chairman (Date)
Puyallup Tribe Council

City Manager (Date)

Tribal Administrator (Date)

Public Works Director (Date)

Tribal Controller (Date)

Finance Director (Date)

Approved as to Form (City):
Assistant City Attorney (Date)

Approved as to Form (Tribe):
Director, Tribal Law Office (Date)

Attest: _____
City Clerk

Attest: _____
TBD



Public Works - Street Operations

Project Cost Estimate

Project:

Location: Roosevelt @ Wright

Projected Start Date: _____ **Prepared For:** Andrew Strobel

Projected End Date: _____ **Prepared By:** Matt Bellante

Project Scope

55lf curb to curb lane replacement on East Roosevelt at Wright. Street Operations will remove and replace existing asphalt in deteriorated section of East Roosevelt at Wright Street.

Project Risks and Assumptions

With the extensive structural deterioration at this location, substantial base work may be required. Street Operations will assess at the time of excavation.

Projected Expenses			
Material	Quantity	Unit Price	Estimated Cost
HMA (1/2 Class)	52	\$ 82.40	\$ 4,284.80
5/8 CSTC	5		\$ -
			\$ -
			\$ -
Total Estimated Material Costs			\$ 4,284.80
Labor	Hours	Price per Hour	Estimated Cost
Prep			\$ 1,464.99
Laydown of HMA			\$ 2,401.01
			\$ -
			\$ -
Total Estimated Labor Costs			\$ 3,866.00
Equipment	Hours	Price per Hour	Estimated Cost
Prep			\$ 979.80
Laydown of HMA			\$ 1,398.40
			\$ -
			\$ -
Total Estimated Equipment Costs			\$ 2,378.20
Projected Expenses Subtotal			\$ 10,529.00
Contingency Reserve (15%)*			\$ 1,579.35
Total Projected Expenses			\$ 12,108.35

*Contingency reserve is for unforeseen costs associated with the scope outlined above and not for increased scope of design or additional requirements.



Public Works - Street Operations

Project Cost Estimate

Project:

Location: East 31st Roosevelt Street Alley

Projected Start Date: TBD

Prepared For: Andrew Strobel

Projected End Date: _____

Prepared By: Matt Bellante PW Streets

Project Scope

Street Operations will pave the Alley of the 3100 block of East Roosevelt 300lf to the north of Roosevelt. This will consist of base preparation to include grade and compaction topped with a 2" asphalt mat.

Project Risks and Assumptions

Projected Expenses			
Material	Quantity	Unit Price	Estimated Cost
HMA (1/2 Class)	75	\$ 82.40	\$ 6,180.00
5/8 CSTC			\$ -
			\$ -
			\$ -
Total Estimated Material Costs			\$ 6,180.00
Labor	Hours	Price per Hour	Estimated Cost
Prep			\$ 1,301.39
Laydown of HMA			\$ 2,714.71
			\$ -
			\$ -
Total Estimated Labor Costs			\$ 4,016.10
Equipment	Hours	Price per Hour	Estimated Cost
Prep			\$ 662.40
Laydown of HMA			\$ 1,081.00
			\$ -
			\$ -
Total Estimated Equipment Costs			\$ 1,743.40
Projected Expenses Subtotal			\$ 11,939.50
Contingency Reserve (15%)*			\$ 1,790.93
Total Projected Expenses			\$ 13,730.43

*Contingency reserve is for unforeseen costs associated with the scope outlined above and not for increased scope of design or additional requirements.