


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for the 2019 Citywide Highway Safety Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1901	\$N/A
<b>SUMMARY:</b>	
<p>The City was awarded \$559,600 in federal funding from the WSDOT Highway Safety Improvement Program to construct safety improvements at various locations. On 64th St NE (SR 528), the project will change signal phasing at the intersections of 60<sup>th</sup> Dr NE and 67<sup>th</sup> Ave NE to allow a flashing yellow arrow. Radar speed feedback signs will be installed on SR 528 near 65<sup>th</sup> Dr NE. In addition, advanced signage will be installed in the westbound direction along SR 528 to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE. At the intersection of 100th and 59th, the project will install pedestrian-actuated rectangular rapid flashing beacons, new sidewalk and upgrade ADA curb ramps. Along Smokey Point Blvd, the project will install high friction surface treatment and radar speed warning signs near 1400 block.</p> <p>Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.</p> <p>At this time, the City is moving forward with authorization for the design and permitting phase only. Subsequent phases, including right-of-way and construction, will require a supplement to the local agency agreement.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the 2019 Citywide Highway Safety Improvement Project.

# 2019 Citywide Highway Safety Improvement Project



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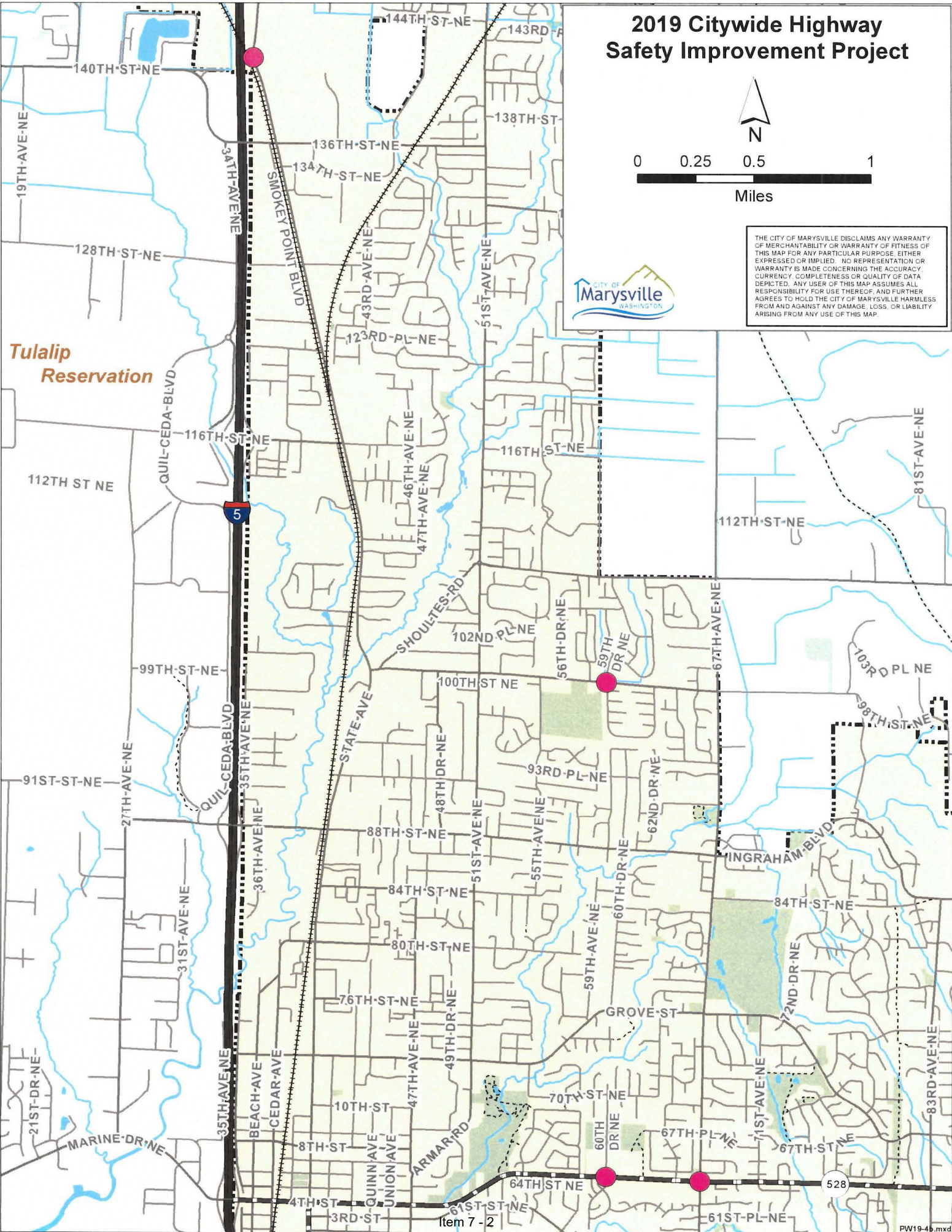


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**Tulalip  
Reservation**





**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	March 29, 2019
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	R1901	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 2019 Citywide HSIP	Start Latitude N 48° 3'13.09" End Latitude N 48° 7'26.21"	Start Longitude W 122° 8'27.48" End Longitude W 122°11'3.01"			
Project Termini From-To Varies	Nearest City Name Marysville	Project Zip Code (+4) 98270-3427			
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38, 44	Congressional District(s) 2	Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$125,800	\$12,600	\$113,200	07/2019	
R/W	\$4,900	\$500	\$4,400	01/2020	
Const.	\$442,000	\$0	\$442,000	06/2020	
<b>Total</b>	<b>\$572,700</b>	<b>\$13,100</b>	<b>\$559,600</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies, 34' to 58'	Number of Lanes Varies, 3 to 5
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The project includes improvements on three separate roadways. 64th St NE (SR 528) is a 5-lane road section, Smokey Pt Blvd is a 5-lane road section, and 100th St NE is a 3-lane road section.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

On 64th St NE (SR528), change signal phasing at 60th and 67th, install warning signs near intersections of 65th and 67th. At the intersection of 100th and 59th, install pedestrian-actuated rectangular rapid flashing beacons and sidewalk, and upgrade ADA curb ramps. (See remarks for description)

Local Agency Contact Person Kyle Hays	Title Project Engineer	Phone 360-363-8273	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority		
	Title City Engineer	Date	

Agency City of Marysville	Project Title 2019 Citywide HSIP	Date March 29, 2019
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**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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<b>Utilities</b> <input type="checkbox"/> No utility work required <input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<b>Railroad</b> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Any private utilities will be relocated prior to construction. Utility work as part of electrical contract work will be performed by the contractor.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

Install high friction surface treatment and warning signs near 1400 block of Smokey Pt Blvd.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date \_\_\_\_\_ By \_\_\_\_\_ Mayor/Chairperson



**Washington State  
Department of Transportation**

Agency City of Marysville

Address 80 Columbia Avenue  
Marysville, WA 98270

**Local Agency Agreement**

**CFDA No. 20.205**  
(Catalog or Federal Domestic Assistance)

**Project No.**

**Agreement No.**

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name 2019 Citywide HSIP

Length N/A

Termini Various Locations

**Description of Work**

On 64th St NE (SR528), change signal phasing at 60th and 67th, install warning signs near intersections of 65th and 67th. At the intersection of 100th and 59th, install pedestrian-actuated rectangular rapid flashing beacons and sidewalk, and upgrade ADA curb ramps. Install high friction surface treatment and warning signs near 1400 block of Smokey Pt Blvd.

Project Agreement End Date 7/31/2021

Proposed Advertisement Date

Claiming Indirect Cost Rate

Yes  No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
90 % a. Agency	\$ 10,800.00	\$ 1,080.00	\$ 9,720.00
b. Other Consultant	\$ 112,800.00	\$ 11,280.00	\$ 101,520.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State	\$ 2,200.00	\$ 220.00	\$ 1,980.00
e. Total PE Cost Estimate (a+b+c+d)	\$ 125,800.00	\$ 12,580.00	\$ 113,220.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 125,800.00	\$ 12,580.00	\$ 113,220.00

**Agency Official**

By  
Title Mayor

**Washington State Department of Transportation**

By  
Director, Local Programs  
Date Executed

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

#### **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

##### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

#### **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

#### **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

### **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**