

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Project – State Avenue, 3 rd Street to 80 th Street Supplement No. 3 to Local Agency Agreement with WSDOT	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 3 Local Agency Federal Aid Project Prospectus	
BUDGET CODE:	AMOUNT: \$1,418,524.50
30500030.563000, R1302	
SUMMARY:	

To date, the City has been awarded \$333,723.00 in Federal Funds for planned HSIP (“Highway Safety Improvement Program”) improvements along State Avenue from 3rd Street to 80th Street NE — covering the costs of project design and Right of Way acquisition. Now poised for construction this fall, the project involves improvements that will include:

- replacement of an antiquated signal system at the intersection of 80th Street NE and State Avenue, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons; and
- refinement of signal operations on State Avenue at the intersections of 3rd, 4th, 6th, 8th, and 76th, incorporating new signal heads, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at intersections adjacent to grade crossings

Over the course of recent months, the City has made substantial progress in its efforts to acquire the property rights necessary to move forward with construction. As a result, the City must soon seek WSDOT (Washington State Department of Transportation) “certification” of Right of Way phase activities. *(thereby denoting that all property has been acquired in accordance with Federal rules and regulations)* In conjunction with this, the City can request that WSDOT sign and execute the attached Local Agency Agreement Supplement and accompanying Local Agency Federal Aid Project Prospectus – effectively providing authorization from WSDOT and the Federal Highway Administration for “obligation” of \$1,418,524.50 in Federal Funds for construction. With its signature of the Supplement and Prospectus, the City agrees that the work will be advanced, and the funds spent, in accordance with all applicable Federal requirements.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Local Agency Agreement Supplement No. 3 and Local Agency Federal Aid Project Prospectus, thereby laying the groundwork for authorization of \$1,418,524.50 in Federal Funds for construction.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Local Agency Agreement Supplement No. 3 and Local Agency Federal Aid Project Prospectus.



Agency City of Marysville		Supplement Number 3
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 1/25/13
 All provisions in the basic agreement remain in effect except as modified by this supplement.
 The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave. - 3rd St. to 80th St. NE Length 1.2 miles

Termini 3rd Street to 80th Street NE

Description of Work No Change

Reason for Supplement

Authorization of Construction Funds

Are you claiming indirect cost rate? Yes No

Project Agreement End Date April 30, 2023

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: September 12, 2020

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	8,120.00	0.00	8,120.00		8,120.00
	g. Other Consultant	24,000.00	0.00	24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	20,603.00	0.00	20,603.00		20,603.00
	i. State	1,000.00	0.00	1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	53,723.00	0.00	53,723.00	0.00	53,723.00
Construction 100 %	k. Contract		1,190,524.50	1,190,524.50		1,190,524.50
	l. Other CM Consultant		180,000.00	180,000.00		180,000.00
	m. Other Mat. Testing Consultant		26,000.00	26,000.00		26,000.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		22,000.00	22,000.00		22,000.00
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	1,418,524.50	1,418,524.50	0.00	1,418,524.50
	r. Total Project Cost Estimate (e+j+q)	333,723.00	1,418,524.50	1,752,247.50	0.00	1,752,247.50

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title Jon Nehring, Mayor

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 3
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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).

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.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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.

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).



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	

Agency		CA Agency Yes No		Federal Program Title 20.205 Other	
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

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.					
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes

Description of Proposed Work

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

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
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Type of Proposed Work				
Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
Federal Functional Classification	Urban	Principal Arterial		Urban	Principal Arterial	
	Rural	Minor Arterial		Rural	Minor Arterial	
	NHS	Collector		NHS	Collector	
		Major Collector			Major Collector	
		Minor Collector			Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)
Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency	Project Title	Date
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Right of Way		
No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities	Railroad
No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

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

Remarks

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.

Date _____ Agency
By _____ Mayor/Chairperson