

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2020

AGENDA ITEM:	
Local Agency Agreement Supplement No. 1 with WSDOT for 80 th St NE Non-Motorized	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 1 Local Agency Federal Aid Project Prospectus	
BUDGET CODE:	AMOUNT:
30500030.563000, R1801	N/A
SUMMARY:	
<p>The City was awarded \$272,458 in federal funding for the 80th St NE Non-Motorized Project. The project includes restriping from State Ave to 51st to provide bicycle lanes, and widening the south side of the street from 51st to 47th to provide sidewalk, which will involve some right-of-way (ROW) acquisition. Of the total amount awarded, \$76,341 is for engineering and design, and \$196,117 is for ROW.</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 Right-of-Way phase only (\$196,117). The Preliminary Engineering phase was authorized in February 2019.</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 Amendment with WSDOT thereby securing funding for the 80 th St NE Non-Motorized Project
RECOMMENDED MOTION:
I move to authorize the Mayor to sign the Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus.



Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

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 Length

Termini

Description of Work No Change

Reason for Supplement

Are you claiming indirect cost rate? Yes No Project Agreement End Date

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

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 %	a. Agency					
	b. Other					
Federal Aid Participation Ratio for PE	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)					
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)					
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)					
	r. Total Project Cost Estimate (e+j+q)					

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

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	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).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter additional amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	11/30/2020
Federal Aid Project Number	CM-2692(002)			DUNS Number	076658673
Local Agency Project Number	R1801	(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 80th St NE		Start Latitude N 48°04'06.35"	Start Longitude W 122°10'36.68"		
		End Latitude N 48°04'05.82"	End Longitude W 122°09'44.22"		
Project Termini From-To State Ave 51st Ave NE		Nearest City Name Marysville		Project Zip Code (+4) 98270-3427	
Begin Mile Post N/A	End Mile Post N/A	Length of Project .68 Miles	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	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.	\$88,200	\$11,900	\$76,300	03/2019	
R/W	\$226,700	\$30,600	\$196,100	01/2021	
Const.	\$622,800	\$622,800	\$0	03/2022	
Total	\$937,700	\$665,300	\$272,400		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 27' to 40'	Number of Lanes 2
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80th St is primarily a two lane road, some sections have on street parking. Between 47th and 51st, there are significant sections without any sidewalk.

Description of Proposed Work

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

Restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter and sidewalk on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

Local Agency Contact Person Jeff Laycock	Title City Engineer	Phone 360-363-8274
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 80th St NE	Date 11/30/2020
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	40	3
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<input type="checkbox"/> Bridge	<input type="checkbox"/> 3-R		
	<input type="checkbox"/> 2-R		
	<input type="checkbox"/> Other		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial
		<input checked="" type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 mph	25 - 30 mph
Design Speed	30 mph	30 - 35 mph
Existing ADT	3,926	3,433 - 14,982
Design Year ADT	11,350	8,035 - 30,550
Design Year	2035	2035
Design Hourly Volume (DHV)	960	750 - 2,510

Performance of Work		
Preliminary Engineering Will Be Performed By City of Marysville, Consultants	Others 16.4 %	Agency 83.6 %
Construction Will Be Performed By N/A	Contract %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations
Project will involve increasing total non-pervious area by more than 5,000 SF.
Total earthwork export/import is estimated to be 1,000 CY

Agency City of Marysville	Project Title 80th St NE	Date 11/30/2020
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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 type="checkbox"/> Relocation Required
	<input checked="" type="checkbox"/> No Relocation	

Utilities	Railroad
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad 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	<input type="checkbox"/> 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

Prior to construction contract - Several overhead utility poles will be relocated.

With Construction Contract - Existing covers for water valves, sewer manholes, will require adjustment to final grade. New stormwater pipes and/or structures will be installed, final design will be dependent on geotechnical evaluation and LID analysis.

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.

Agency City of Marysville

Date

By _____
Mayor/Chairperson