Council Meeting Date: November 18, 2019 Agenda Item: 7(c)

# CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Authorizing the City Manager to Execute a Local Agency

Agreement with the Washington State Department of

Transportation for the Richmond Beach Road Mid-Block Crossing and Citywide Rectangular Flashing Beacons and Radar Speed

Signs Project

**DEPARTMENT:** Public Works

PRESENTED BY: Tricia Juhnke, City Engineer

**ACTION:** Ordinance Resolution X Motion

\_\_\_\_ Discussion \_\_\_\_ Public Hearing

#### PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute a Local Agency Agreement with the Washington State Department of Transportation (WSDOT) to obligate \$1,377,500 of City Safety Program grant funding for the Richmond Beach Road Mid-Block Crossing and Citywide Rectangular Flashing Beacons and Radar Speed Signs Project.

The City was awarded a \$1,377,500 City Safety Program grant for design, right of way acquisition and construction of the project. In accordance with the City's purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$50,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution.

#### RESOURCE/FINANCIAL IMPACT:

The City was awarded City Safety Program grant funding of \$1,377,500 for design, right of way acquisition and construction of this project. The estimated total cost of the project is \$1,404,300. This funding is Federally-sourced and provides for 98 percent of eligible costs. The remainder of the project funding will be provided by the Roads Capital Fund. This project is funded as follows:

City Safety Program\$1,377,500Roads Capital Fund\$26,800Estimated Total Project Cost\$1,404,300

## RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute a Local Agency Agreement with WSDOT to obligate \$1,377,500 of City Safety Program grant funding for the Richmond Beach Road Mid-Block Crossing and Citywide Rectangular

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Flashing Beacons and Radar Speed Signs Project, including authorization of the Project Prospectus and any supplements or addenda that WSDOT may require.

Approved By: City Manager **DT** City Attorney **MK** 

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# **BACKGROUND**

The City's 2018 Traffic Report indicated that 39 percent of the 46 injury and fatal collisions in Shoreline between 2010 and 2016 involved a pedestrian. As a percentage of overall injury collisions, the number of non-motorized (pedestrian and bicycle) collisions is rising. In mid 2018, staff sought grant funding for improvements on a number of the identified segments, focusing on reducing the numbers of pedestrian and bicycle injury collisions.

The City was awarded a \$1,377,500 City Safety Program grant for design, right of way acquisition and construction of pedestrian safety improvements on NW Richmond Beach Road. A project map for this project is included in this staff report as Attachment A. The project will construct a new mid-block crosswalk and median island on NW Richmond Beach Road between 3<sup>rd</sup> Avenue NW and 8<sup>th</sup> Avenue NW near existing King County bus stops; install pedestrian-activated flashing beacons at the mid-block crosswalk and, install pedestrian-level lighting on NW Richmond Beach Road within the project limits.

Additionally, the project will install pedestrian-activated flashing beacons in 14 locations and radar speed-feedback signs in three locations Citywide. The specific locations for all of these improvements are also shown on Attachment A.

### DISCUSSION

In accordance with the City's purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$50,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution. Council therefore must authorize the City Manager to execute a Local Agency Agreement (Attachment B) with WSDOT to obligate this grant funding.

Council can also elect not to approve the requested action. If Council takes this action, the grant would not be obligated, and the project would be cancelled.

## COUNCIL GOAL(S) ADDRESSED

This project helps to implement City Council Goal 2: improve Shoreline's infrastructure to continue to delivery of highly-valued public service.

# RESOURCE/FINANCIAL IMPACT

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City Safety Program
Roads Capital Fund
Estimated Total Project Cost

\$1,377,500 \$26,800 **\$1,404,300** 

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# **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a Local Agency Agreement with WSDOT to obligate \$1,377,500 of City Safety Program grant funding for the Richmond Beach Road Mid-Block Crossing and Citywide Rectangular Flashing Beacons and Radar Speed Signs Project, including authorization of the Project Prospectus and any supplements or addenda that WSDOT may require.

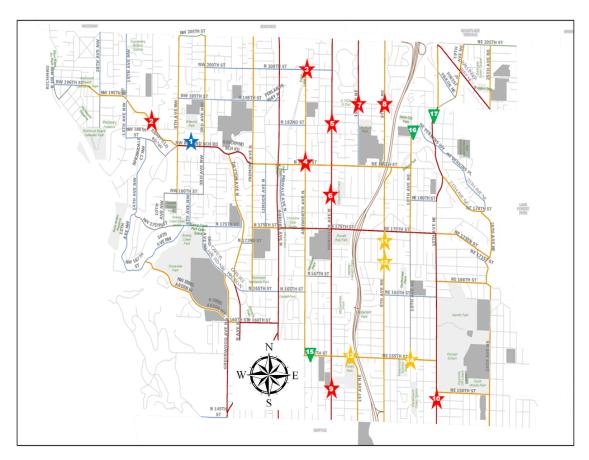
# **ATTACHMENTS**

Attachment A: Project Map

Attachment B: WSDOT Local Agency Agreement and Project Prosectus

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# ATTACHMENT A



Richmond Beach Rd: tween 3 <sup>rd</sup> Ave NW & 8 <sup>th</sup> Ave NW

*	RRFB LOCATION
2	Richmond Beach Rd & 6th Ave NW
3	N 200th St & Ashworth Ave N
4	N 185th St & Ashworth Ave N
5	Meridian Ave N & N 192nd St
6	Meridian Ave N & N 180th St
7	1st Ave NE & NE 195th St
8	5th Ave NE & NE 195th St
9	Meridian Ave N & NE 150th St
10	15th Ave NE & NE 148th St

*	ADDITIONAL RRFB
11	5th Ave NE & NE 174th St
12	5th Ave NE & NE 170th St
13	NE 155th St & 1st Ave NE
14	NE 155th St & 10th Ave NE

	RADAR SIGN ADDRESS
15	N 155th St west of Densmore Ave N
16	NE Perkins Way west of 11th Ave NE
17	15th Ave NE south of NE 196th St

# RICHMOND BEACH ROAD MIDBLOCK CROSSING RRFB AND RADAR SPEED SIGNS

# **EXHIBIT B**

- LOCAL AGENCY AGREEMENT
- PROSPECTUS



**Local Agency Agreement** 

Agency City of Shoreline

Address 17500 Midvale Avenue N. Shoreline, WA 98133

CFDA No. 20.205	
(Catalog or Federal Don	nestic 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) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) 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 Midblock Crossing & Citywide Rect. Rapid Flashing Beacons and Radar Speed Signs Length 0.25 miles Termini Richmond Beach Road, 3rd Ave. NW to 8th Ave. NW. & Various city-wide locations.

#### **Description of Work**

Install mid-block crossing at Richmond Beach Road including refuge island, ADA-compliant curb ramps, light standards w/pedestrian lighting, pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) systems and other appurtenances. Also includes city-wide installation of 3 ea. radar feedback signs and between 9 and 13 ea. RRFB systems, as funding allows.

Project Agreement End Date 4/31/2023

Proposed Advertisement Date 4/31/2021

Claiming Indirect Cost Rate

☐ Yes ✓ No

		stimate of Fundi	of Funding			
	Tuno of Mork	(1)	(2)	(3)		
	Type of Work	Estimated Total	Estimated Agency	Estimated Federal		
		Project Funds	Funds	Funds		
PE	a. Agency	1.00	1.00	1.00		
90 %	b. Other Consultant	1.00	1.00	1.00		
Federal Aid	c. Other					
Participation	d. State	1.00	1.00	1.00		
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	3.00	3.00	3.00		
Right of Way	f. Agency					
%	g. Other					
Federal Aid	h. Other					
Participation Ratio for RW	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00		
Construction	k. Contract					
%	I. Other					
	m. Other					
Federal Aid	n. Other					
Participation Ratio for CN	o. Agency					
Ratio for CN	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)	3.00	3.00	3.00		

enc		

By

Title Ci

City Manager

**Washington State Department of Transportation** 

By

Director, Local Programs

Date Executed

## **Construction Method of Financing (Check Method Selected)**

#### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ at \$ per month for months.

#### Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

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 set forth below. Adopted by official action on

November 18 , 2019 , Resolution/Ordinance No. Council Motion

#### **Provisions**

#### I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

#### II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

#### **III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

#### IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

#### V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

- 1. Preliminary engineering.
- 2. Right of way acquisition.
- 3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

#### Attachment B

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.

#### 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 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

#### X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

#### XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

#### XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOTassisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seg.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

#### 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**



# Local Agency Federal Aid Project Prospectus

		Pre	efix		Ro	oute	(	)			D	ate 11	/06/2019	
Federal Aid Project Nur										DUNS Number 961		1859385		
Local Agen	gency WSDOT \ Federal Employer Q1_1						-1683888							
Agency City of S	Shore	line		CA Agency  ✓ Yes	□No	Federa	•		itle Othe	er				
Project Title	)										Start I	onaitude	w -122.36	6406
Project Title Midblock Crossing&Citywide RRFB&RSS  Start Latitude N 47.765102 End Latitude N 47.765079  End Longitude W -122.366														
Project Terr	nini Fro	om-To				Neares					1	June		Code (+4)
8th Ave	. NW		3rd Ave	. NW		Shor	eline						98133	
Begin Mile	Post	End Mile	e Post	Length of Pr	oject					d Type ocal  Lo	cal Ford	es 🔲 S	State Railr	oad
Route ID		Begin M	ile Point	End Mile Po	int	City Nu	ımber		Coun	ty Number	Count	y Name		
						1169	)		17		King	ğ		
WSDOT Re	egion		Legislative Distric	t(s)				gressi	ional D	District(s)			Urban Area	Number
Northwest	Region	1	32				7						1	
Dhaaa	_		otal		ıl Age	_		Fe	edera	al Funds	s	F	Phase Sta	art
Phase			ited Cost undred Dollar)	(Nearest	<b>ındin</b> Hundre		(Nearest Hundred Dollar) Month			Date	Year			
P.E.		5,100		\$22,600		<u> </u>	\$2	203,5				12/201	.9	
R/W	\$41,	700		\$4,200			\$37,500			9/2020	9/2020			
Const.	\$1,13	36,500	)	\$0			\$1,136,500			3/2021				
Total	\$1,40	04,300	<u> </u>	\$26,800			\$1	1,377	7,500	1				
Descrip	otion	of Ex	isting Facili	i <b>ty</b> (Existir	g Des	ign and	l Pres	sent	Cond	lition)				
Roadway V							umber	of La	nes					
44'-54' (	Richi	mond l	Beach Rd.)				-							
			oad is 4 lane no opping Cente		al bet	ween 8	th Av	e. N	IW aı	nd 3rd A	ve. N	W. Loc	ated adjac	ent to
Descrip	tion	of Pr	oposed Woi	rk										
Description	of Pro	posed W	ork (Attach additio	nal sheet(s) if	necess	ary)								
Mid-blo	ck cr	ossing	at Richmond	Beach Roa	ad bet	ween 8	th Av	e. N	W ar	nd 3rd Av	ve. NV	W with	rectangula	ar rapid
			RFB). Install										ect limits.	Install
RRFB's	and r	adar s	peed signs (RI	RS) at vari	ous lo	cations	city-	wide	e per	attached	sheet	•		
Local Agency Contact Person Title Phone														
Bob Earl E				Eı	ngineer	ing N	<b>I</b> ana	ger			206-	801-2479		
Mailing Address					City	ora1!	•				State	Zip Code		
17500 Meridian Ave N.						Sh	orelii	ne				WA	98133	
	_	_	Ву				Λ	roud-	. Λ <b>.</b> Ι	. mids. e				
Project F	rosp	ectus		Approving Authority										
			Title City M	lanager									Date	

Attachment B

Agency City of Shoreline		ct Title Iblock Crossing	g&Cityv	wide RRFB&	zRSS	Date 11/0	6/2019		
Type of Proposed Work									
Project Type (Check all that Apply)  ☐ New Construction ☐ Path / Trail ☐ Reconstruction ☐ Pedestrian / Faci ☐ Railroad ☐ Parking ☐ Bridge			Roadway Width  3-R  N/A  ities 2-R  Other			Number of Lanes N/A			
Geometric Design Data									
Description		Thr	ough Route			Cross	road		
Federal Functional Classification	Rura	☐ Principal Arterial  ✓ Minor Arterial			_	☐ Principal Arterial			tor tor
Terrain	<b>√</b> Fl	at 🗌	Roll Mour	ntain	<b>✓</b> Flat	Rol		Mountai	in
Posted Speed	30 mph				30 mph				
Design Speed									
Existing ADT									
Design Year ADT									
Design Year									
Design Hourly Volume (DHV)									
Performance of Work  Preliminary Engineering Will Be Performed By  Consultant Services  Construction Will Be Performed By  Contractor - TBD						Others 90 Contract	% ct %	Agency 10 Agency 25	%
Environmental Classification							70		
Class I - Environmental Impact State Project Involves NEPA/SEPA State Interagency Agreement Class III - Environmental Assessm Project Involves NEPA/SEPA State Interagency Agreements  Environmental Considerations	Section 40	)4	Proj	•	gorically Exc equiring Docu ed CE)	· ·	•		

Attachment B

Agency	-	Project Title Date						
City of Shoreline	Mid	11/06/2019						
Right of Way								
☐ No Right of Way Needed	✓ Right of	Way Needed						
* All construction required by the contract can be accomplished	<b>✓</b> No	Relocation	Relocation Required					
within the exiting right of way.								
Utilities		Railroad						
☐ No utility work required		✓ No railroa	d work required					
All utility work will be completed prio of the construction contract	r to the start	All railroad	d work will be completed p ruction contract	rior to the start of				
All utility work will be completed in c with the construction contract	oordination		road work will be complete onstruction contract	ed in coordination				
Description of Utility Relocation or Adjustments and B	Existing Major St	ructures Involved in	the Project					
Utility relocations will be determined d	uring design	•						
FAA Involvement								
Is any airport located within 3.2 kilomet	ers (2 miles)	of the propose	ed project? 🗌 Yes 🗸 No					
Remarks		<u> </u>	· , — —					
This project has been reviewed by the led designee, and is not inconsistent with the	•	•						
Δαenc	y City of Sh	oreline						
By	•							
Date		Ma	avor/Chairperson					