



INTRLOC\_00    WSDOT

File Location

Vendor Name

**WSDOT**  
 2/2/2019

**Document Type:**    Interlocal                      New

**Vendor Name:**                      WSDOT

**PO# Location:**                      INTRLOC-000

**Effect Date:**                      2/2/2015

**Term Date:**                      2/2/2019

**CR#:**                      53492

**Related CR#:**                      \_\_\_\_\_

**Ordinance:**                      \_\_\_\_\_

**Resolution:**                      8875

**Leg Date:**                      2/2/2015

**Vendor #:**                      73423

**Description:**                      GRANT AGREEMENT FOR MOUNTAINS TO SOUND GREENWAY  
TRAIL (B) GR 1510080-000 FACTORIA BLVD SE

**Notes:**

**INTRLOC\_00**  
 INTERLOCAL AGREEMENTS  
 12/31/2099  
 500176854

Agency City of Bellevue  
 Address P.O. Box 90012  
Bellevue, WA 98009-9012

CFDA No. 20.205  
 (Catalog of Federal Domestic Assistance)  
 Project No. CM-0075/027  
 Agreement No. LA 8594  
 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 225, (4) Office of Management and Budget Circulars A-102, and A-133, (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**

CR# 53492 DATE 4-17-15 LOG INTELOC-00

Name Mountains to Sound Greenway Trail (B) Length Rs 8875  
 Termini Factoria Blvd SE

**Description of Work**

Design and construct a separated, elevated multi-use trail along the south side of I-90 at Factoria Blvd. SE. In general, the trail will include a 12 foot wide hard surface facility, landscaping, lighting, 3 bridge structures and stormwater improvements. The project will also add capacity to Factoria Blvd from the EB I-90 off ramp by relocating the trail and adding a second lane to the off ramp.

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 %			
a. Agency	137,419.00	137,419.00	
b. Other Consultant	332,197.00	44,847.00	287,350.00
c. Other Consultant - Non Participatory	477,053.00	477,053.00	
Federal Aid Participation Ratio for PE			
d. State	10,000.00	1,350.00	8,650.00
e. Total PE Cost Estimate (a+b+c+d)	956,669.00	660,669.00	296,000.00
Right of Way			
%			
f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
%			
o. Agency			
Federal Aid Participation Ratio for CN			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	956,669.00	660,669.00	296,000.00

Agency Official  
 By [Signature]  
 Title Director of Transportation

Washington State Department of Transportation  
 By [Signature]  
 Director of Local Programs

APR 06 2015

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 cost (line 4, 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  
 \_\_\_\_\_ February 2 \_\_\_\_\_, 2015 \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_ 8875 \_\_\_\_\_

**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).

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 225 and Office of Management and Budget circulars A-102 and A-133. 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 225 - Cost Principles for State, Local, and Indian Tribal Government, 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 Office of Management and Budget Circular A-133.

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 Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 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 OMB Circular A-133. Upon conclusion of the A-133 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 of Local Programs.

## 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 USDOT-assisted 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 seq.).

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.

### **Additional Provisions**

Moutains to Sound Greenway Trail - Grade Separation at Factoria Blvd SE & I-90  
 Design Cost Estimate  
 City of Bellevue Transportation Dept.  
 22-Jan-15

**Section A - Consultant Engineering Costs**

Discipline	Hours	Ave. Rate	Total
Surveying and Base Mapping	600	\$ 55	\$ 33,000
Public Outreach Support	100	\$ 55	\$ 5,500
Geotechnical Exploration	300	\$ 60	\$ 18,000
Environmental/Permitting	300	\$ 75	\$ 22,500
WSDOT Coordination	100	\$ 65	\$ 6,500
Structural Engineering Design	800	\$ 65	\$ 52,000
Urban Design & Landscaping	300	\$ 60	\$ 18,000
Plans, Specifications and Estimates	800	\$ 65	\$ 52,000
Total Direct Labor			\$ 207,500
Overhead Cost	200%		\$ 415,000
Fixed Fee	30%		\$ 186,750
<b>Total Consultant</b>			<b>\$ 809,250</b>

**Section B - Agency Costs**

Discipline	Hours	Ave. Rate	Total
Project Management	200	\$92.13	\$ 18,426
Project Plan Reviews	400	\$75.00	\$ 30,000
Public Outreach	100	\$75.00	\$ 7,500
Utility Coordination	150	\$92.13	\$ 13,820
Permitting/ECS	400	\$92.13	\$ 36,852
Trail Lease	200	\$92.13	\$ 18,426

Total Agency Labor \$ 125,024

**Project Expenses**

Printing \$2,395  
 Permits \$10,000

**Total Agency \$ 137,419**

WSDOT Design Review \$10,000

**Total Design Cost \$ 956,669**



**Washington State  
Department of Transportation**

**Lynn Peterson**  
Secretary of Transportation

April 8, 2015

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

Mr. Dave Berg  
Transportation Director  
City of Bellevue  
PO Box 90012  
Bellevue, Washington 98009-9012

**City of Bellevue  
Mountains to Sound  
Greenway (B)  
CM-0075(027)  
FUND AUTHORIZATION**

Dear Mr. Berg:

We have received FHWA fund authorization, effective April 7, 2015, for this project as follows:

<b>PHASE</b>	<b>TOTAL</b>	<b>FEDERAL SHARE</b>
Preliminary Engineering	\$956,669	\$296,000

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8594 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax  
Manager, Program Management  
Local Programs

ST:ds:ac  
Enclosure

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121

# ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8875

A RESOLUTION authorizing execution of grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept federal Congestion Mitigation and Air Quality (CMAQ) funding, to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) in the amount of 1) \$500,000 for grade segments between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and 2) \$296,000 for the Mountains to Sound Greenway Trail flyover bridges of Factoria Boulevard and the I-90/I-405 interchange ramps.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept federal Congestion Mitigation and Air Quality (CMAQ) funding, to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) in the amount of 1) \$500,000 for grade segments between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and 2) \$296,000 for the Mountains to Sound Greenway Trail flyover bridges of Factoria Boulevard and the I-90/I-405 interchange ramps, a copy of which agreement has been given Clerk's Receiving No. 53491 No. 53492

Passed by the City Council this 2nd day of February, 2015, and signed in authentication of its passage this 2nd day of February, 2015.

(SEAL)

  
\_\_\_\_\_  
Claudia Balducci, Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk

February 2, 2015

## CITY COUNCIL AGENDA MEMORANDUM

### **SUBJECT:**

Resolution No. 8875 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$500,000 in federal Congestion Mitigation and Air Quality (CMAQ) funding to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) at grade segments between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and
- 2) Execution of a grant agreement (and supplements if necessary) with WSDOT to accept \$296,000 in federal CMAQ funding to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) flyover bridges of Factoria Boulevard and the I-90/I-405 interchange ramps.

### **FISCAL IMPACT:**

Executing the two grant agreements will provide, on a reimbursable basis, up to \$796,000 in federal CMAQ funding to support the design phase of the Mountains to Sound Greenway Trail project (CIP Plan No. PW-W/B-78).

The federal grant has been split into two agreements to more effectively manage and implement the project phases as follows:

- \$500,000 for completion of the trail segment design and environmental work between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and
- \$296,000 for completion of the design and environmental work for the flyover bridges at Factoria Boulevard and the I-90/I-405 ramps.

The \$796,000 in grant funds was anticipated in the project budget for PW-W/B-78 and was included in the adopted 2015-2021 Capital Investment Program (CIP). The adopted budget provides sufficient local funding to fulfill the 13.5 percent matching fund requirement for the grant and the additional funds needed to complete the design work for the specified trail segments.

### **STAFF CONTACT:**

David Berg, Director, 452-6468

Eric Miller, Capital Programming Division Manager, 452-6146

Toni Finco, Grants Program Manager, 452-4859

*Transportation Department*

### **POLICY CONSIDERATION:**

#### **Comprehensive Plan:**

- Policy TR-105 directs that the City "Aggressively seek available state and federal funds for transportation capital, operational, maintenance, service, and demand-oriented improvements."
- By working cooperatively with WSDOT to plan for, design, and eventually construct a project that fills a gap in the Mountains to Sound Greenway Trail, the project advances Policy TR-2.

- By providing new pedestrian and bicycle facilities along the corridor, the project supports Policies TR-46, TR-76, TR-77, TR-78, TR-79 and TR-80 within the Transportation Element, as well as Policies PB-2(1) in the Pedestrian and Bicycle Transportation Facility Plan.

**BACKGROUND:**

***PROJECT BACKGROUND***

The Mountains to Sound Greenway Trust was organized in 1991 to set aside from urbanization the forested corridor of I-90 from Seattle through the Cascade Mountains so that current and future generations could always enjoy the scenic, recreational, and historic qualities/amenities along the 100 mile corridor. The Trust's success in conserving more than 130,000 acres of scenic and recreational lands led to the designation of the Mountains to Sound Greenway as a National Scenic Byway in 1998.

On March 24, 2008, staff provided Council with a Management Brief on the partnership with the Mountains to Sound Greenway Trust to apply for a grant from the National Scenic Byways program for a Feasibility and Design study for the three-mile long gap in the Mountains to Sound Greenway regional trail that runs adjacent to I-90 within the Eastgate area of Bellevue.

On September 6, 2011, Council accepted a \$158,312 federal grant (Ordinance No. 6017) for Feasibility and Design study on the three-mile Mountains to Sound Greenway regional trail alignment through the Eastgate/I-90 area. The study was completed in December 2012 and included public outreach, conceptual engineering work, and development of an implementation strategy to complete an alternatives analysis for the alignment selected by the Eastgate/I-90 Land Use and Transportation Plan Technical Advisory Committee in 2011.

On July 15, 2014, Council accepted a \$470,000 federal Transportation Alternatives Program grant (Ordinance No. 6165) to advance design and environmental work on the at-grade segments of trail between Factoria Boulevard and 150<sup>th</sup> Avenue SE. This grant will advance the design to completion in 2015.

On December 1, 2014, Council adopted Ordinance No. 6209 adopting the 2015-2021 CIP Plan which includes the Mountains to Sound Greenway Trail project (CIP Plan No. PW-W/B-78). The \$796,000 in CMAQ grant funds are included in both the 2015-2016 CIP appropriation and the project budget for PW-W/B-78.

***GRANT BACKGROUND***

On November 20, 2014, the City was awarded a \$796,000 Congestion Mitigation and Air Quality Management (CMAQ) grant through the 2014 Puget Sound Regional Council (PSRC)/King Countywide Non-Motorized Program grant competition. Along with the City's local match commitment, this grant will fund full design and environmental work for the previously unfunded segments of the Mountains to Sound Greenway Trail from Factoria Boulevard to the Sunset Pedestrian Bridge.

**EFFECTIVE DATE:**

If approved, this Resolution becomes effective immediately upon Council adoption.

**OPTIONS:**

I. Adopt the Resolution authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$500,000 in federal Congestion Mitigation and Air Quality (CMAQ) funding to advance design and environmental work

on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) at grade segments between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and

- 2) Execution of a grant agreement (and supplements if necessary) with WSDOT to accept \$296,000 in federal CMAQ funding to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) flyover bridges of Factoria Boulevard and the I-90/I-405 interchange ramps.

II. Do not adopt the Resolution. By not adopting the Resolution to execute the grant agreement, the City will not be able to access this programmed funding source and this important regional non-motorized connection would not be fully designed until such time that additional local funds can be identified.

**RECOMMENDATION:**

Option 1.

**MOTION:**

Move to adopt Resolution No. 8875 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$500,000 in federal Congestion Mitigation and Air Quality (CMAQ) funding to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) at grade segments between 150<sup>th</sup> Avenue SE and the Sunset Pedestrian Bridge; and
- 2) Execution of a grant agreement (and supplements if necessary) with WSDOT to accept \$296,000 in federal CMAQ funding to advance design and environmental work on the Mountains to Sound Greenway Trail (CIP Plan No. PW-W/B-78) flyover bridges of Factoria Boulevard and the I-90/I-405 interchange ramps.

**ATTACHMENTS:**

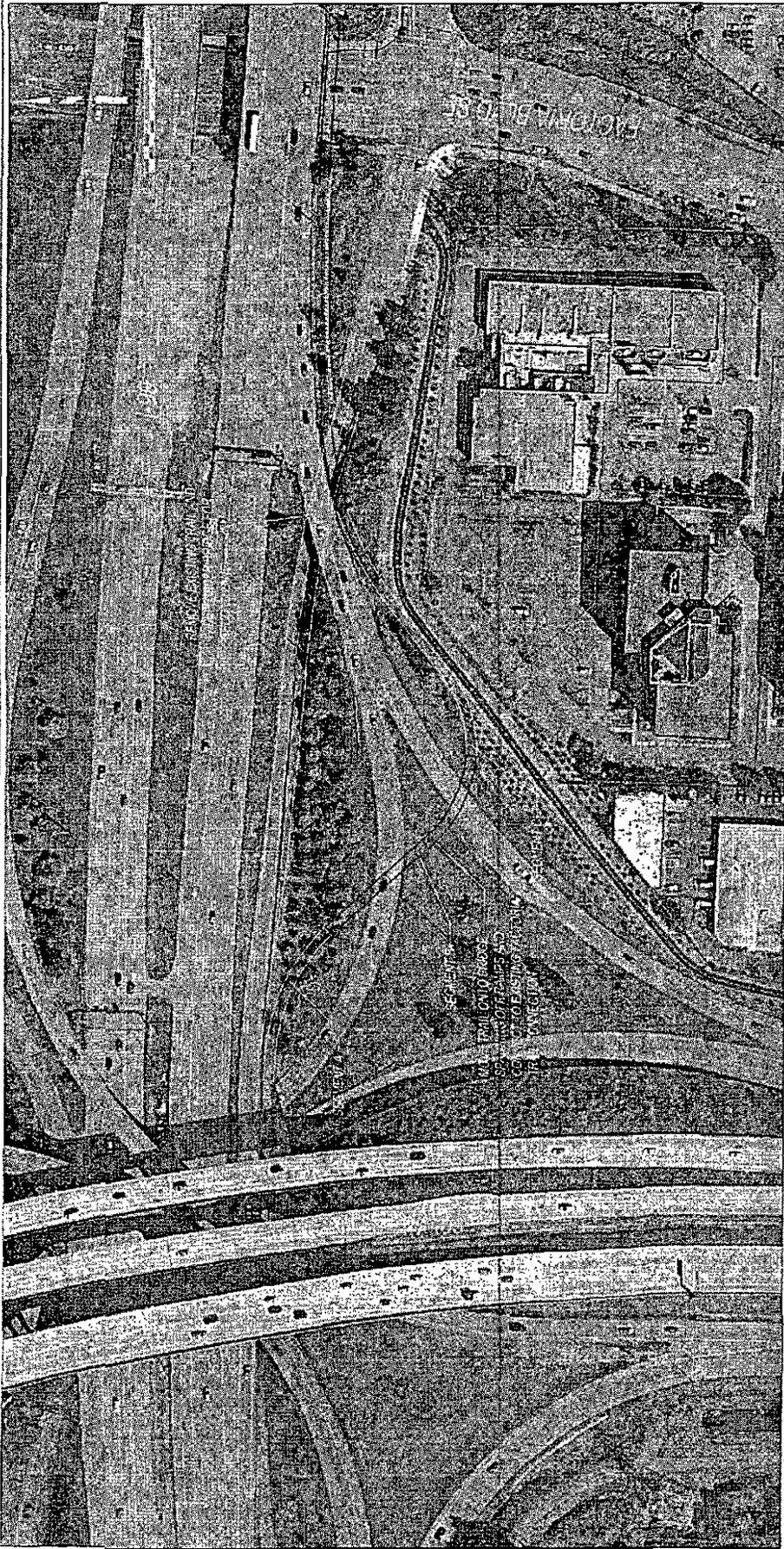
Vicinity Map

Proposed Resolution No. 8875

**AVAILABLE IN COUNCIL DOCUMENT LIBRARY:**

Drafts of Local Agency Agreements





**LEGEND**

- PROPOSED WALKWAY
- LANDSCAPE PLANTER/MEDIAN
- PROPOSED BIKEWAY
- PROPOSED BIKEWAY
- BRIDGE STRUCTURE
- RIGHT OF WAY
- PROPERTY LINE

ITEM: TYPICAL SECTIONS, SEE SHEETS 20-22

PLAN SHEET		SHEET 1 OF 1	
<b>MOUNTAINS TO SOUND GREENWAY TRAIL STUDY</b>			
<b>Approved By</b> TRANSPORTATION PLANNING PROJECT MANAGER		DATE: 1/11/11 SCALE: AS SHOWN SHEET NO.: 1 OF 1	
NO.	DATE	BY	REVISION

CR #: 53492 Date: 4-17-15 Loc: INTRLO PO #: 1510089-000



City of Bellevue  
 Finance - Contracting Services  
 425-452-7876

### Grant Agreement Routing Form

**Current Agreement Information**

<b>Agreement Title:</b> Mountains to Sound Greenway Trail (B) Federal Grant Agreement	<b>Agreement Type:</b> Grant
<b>Agreement Description:</b> Local Agency Agreement/Prospectus to initiate the design phase - 150th Ave SE to the Sunset Ped Bridge	<b>Document Type:</b> Funding Agreement
<b>Agreement Form:</b> Vendor Agreement Document	<b>Agreement Manager:</b> Toni Finco
	<b>Agreement Amount:</b> \$296,000.00
	<b>Total Aggregate Value:</b> NaN

GRV

**Project Information:**

<b>Project Name:</b> Mountains to Sound Greenway Trail Transportation	<b>Department:</b>	<b>Project Manager:</b> Chris Masek
<b>Requirement and list source explanation:</b> Matching funds are programmed in CIP Plan No. PW-W/B -78		<b>Are matching funds required on this project?</b> Yes

**Granting Organization Information:**

**Funding Agency:** Federal Highway Administration  
**Administrative Agency:** Washington State Department of Transportation  
**Administrative Agency JDE Vendor #:** 73423  
**Funding Program Name:** Congestion Mitigation Air Quality (CMAQ)

**Agreement Terms:**

**Original Effective Date:** 03/16/2015 (estimated date)      **End Date:** 03/16/2025 (estimated date)

**Related Agreement Information:**

**Is this a renewal/amendment?** No

**Council Approval:**

**Council Award Date:** 2/2/2015      **Ordinance #:**      **Resolution #:** 8875

**Route:**

		In	Out
Procurement Services:	<u>AC Carlson</u>	<u>2/23/15</u>	<u>2/23/15</u>
Accounting:	<u>J M Ah</u>	<u>2/23/15</u>	<u>2/23/15</u>
Information Technology:	Not Required		
Legal:	<u>Wagner Russell</u>	<u>2/23/15</u>	<u>02/26/15</u>
Insurance Reviewed By:	<u>Vicki Bignall</u>	<u>02/26/15</u>	<u>2-26-15</u>
Department Director:	<u>[Signature]</u>	<u>3/2/15</u>	<u>3/4/15</u>

Risk

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**Document Management Information:****CIP Plan #:** PW-W/B -78**JDE Project Number:** 680666**Budget Fund:** Capital**Explanation:****Funding Source:** Federal - Direct

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**Budget Information:**

Year	Description	JDE Account Number	Amount
2015	Design Funds		\$296,000.00

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**Additional Comments:**