City Clerk's Office
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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 *WSDOT*

File Location | Vendor Name

WSDOT
5/1/2025

Document Type:	Interlocal New
Vendor Name:	WSDOT
PO# Location:	INTRLOC-000
Effect Date:	5/2/2015
Term Date:	5/1/2025
CR#:	53607
Related CR#:	
Ordinance:	
Resolution:	8873
Leg Date:	2/2/2015
Vendor #:	73423
Description:	INTERLOCAL GRANT AGREEMENT WITH WSDOT TO SUPPORT DESIGN PHASE OF NE SPRING BLVD FROM 116TH AVE NE TO 124TH AVE NE PO 1510182-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
5001768

May 12, 2015 FSU: M JDE: M SI: M ECM: M

Washington State Department of Transportation

CR# 53607 DATE 5-12-15 LOC INTRLOC-00 AGENCY Acs 8873

Local Agency Agreement

K510182.000

Agency City of Bellevue

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

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. STPUL- 2022 (076)

Agreement No. LA 8613

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

Name NE 15th (a.k.a. Spring Boulevard) Multi-Modal Corridor Length 0.550

Termini 116th Avenue NE to 124th Avenue NE

Description of Work

Please see description attached.

Proposed Advertisement Date:

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	110,688.00	14,943.00	95,745.00
86.5 %	b. Other Agency - Non-Participatory	2,604,330.00	2,604,330.00	
	c. Other Consultant	3,347,520.00	451,915.00	2,895,605.00
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)	**6,072,538.00**	**3,072,538.00**	**3,000,000.00**
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)	**6,072,538.00**	**3,072,538.00**	**3,000,000.00**

Agency Official

By _____

Title Director of Transportation

_____

Washington State Department of Transportation

By _____

APR 23 2015

Director of 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 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. 8873

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

Project Name: NE 15th Street (a.k.a. Spring Boulevard) Multi-Modal Corridor

Description: The project will design a new east-west roadway between 116th and 124th Avenue NE. The cross section of NE 15th Street from 116th Avenue NE to 120th Avenue NE will include two travel lanes in each direction with a separated wide multi-use path on the north side and sidewalk on the south side. The cross section between 120th and 124th Avenues NE will include two travel lanes in each direction with widened outside lanes for shared bicycle use and wide sidewalk on both sides. Both sections will include signalized intersections connected to the city's traffic adaptive control system, turn pockets, center turn lanes where appropriate, landscaping, lighting, and storm water treatment and drainage facilities. NE 15th Street will be designed in coordination with Sound Transit's East Link light rail project, including a planned overcrossing of the rail alignment and a planned station in the vicinity of 120th Avenue NE.

NE Spring Boulevard Zones 1 & 2

Estimated cost for Design Services
3/18/2015

DESCRIPTION	HOURS	RATE	TOTAL
EXPENDITURES THRU 60% DESIGN			
Zone 1 (116th to 120th Ave NE)	na	na	$ 1,028,128.00
Zone 2 (120th to 124th Ave NE)	na	na	$ 581,890.00
Subtotal			**$ 1,610,018.00**
FINAL DESIGN			
Consultant Services			
Project Management	900	$ 71.00	$ 63,900.00
Survey	300	$ 53.00	$ 15,900.00
Roadway design	1800	$ 62.00	$ 111,600.00
Drainage design and reports	1800	$ 62.00	$ 111,600.00
Structural design	1200	$ 71.00	$ 85,200.00
Landscaping and urban design	1200	$ 53.00	$ 63,600.00
Traffic engineering design and studies	900	$ 62.00	$ 55,800.00
Environmental and geotechnical studies and reports	1200	$ 71.00	$ 85,200.00
Permit preparation	600	$ 53.00	$ 31,800.00
NEPA/SEPA applications and supporting documentation	1500	$ 71.00	$ 106,500.00
Specifications	600	$ 62.00	$ 37,200.00
Estimates	600	$ 62.00	$ 37,200.00
Utility coordination and potholing	1200	$ 62.00	$ 74,400.00
Property acquisition exhibits and support	300	$ 62.00	$ 18,600.00
Public involvement exhibits and support	300	$ 53.00	$ 15,900.00
Optional services	1000	$ 100.00	$ 100,000.00
Total direct labor			$ 1,014,400.00
Overhead			$ 2,028,800.00
Fee			$ 304,320.00
Subtotal			**$ 3,347,520.00**
Agency Administration			
Administration	1000	$ 50.00	$ 50,000.00
Public Relations	1000	$ 50.00	$ 50,000.00
Accounting	3000	$ 75.00	$ 225,000.00
Technician	1000	$ 75.00	$ 75,000.00
Engineer	3000	$ 90.00	$ 270,000.00
Project Management	3000	$ 90.00	$ 270,000.00
Executive Management	500	$ 110.00	$ 55,000.00
Subtotal			**$ 995,000.00**
Other Expenses			
Printing and Supplies	na	na	$ 10,000.00
Permitting	na	na	$ 100,000.00
WSDOT Review	na	na	$ 10,000.00
Subtotal			**$ 120,000.00**
GRAND TOTAL			**$ 6,072,538.00**

February 2, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:
Resolution No. 8873 authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

FISCAL IMPACT:
Executing the grant agreement(s) will provide, on a reimbursable basis, up to $3,000,000 in federal STP funding for the design phase of NE Spring Boulevard (Zones 1 and 2; CIP Plan Nos. PW-R-172 and PW-R-173).

The $3,000,000 in grant funds was anticipated in the project budgets for PW-R-172 ($1,800,000) and PW-R-173 ($1,200,000) 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 roadway 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."
- Planning Policy T-11, the Spring Boulevard (NE 15th St) project invests in roadway, pedestrian, and bicycle facilities plus provides direct connections to the Sound Transit alignment connecting the Downtown Bellevue and Redmond Overlake regional centers with Bel-Red's western transit-oriented development node.

BACKGROUND:
NE Spring Boulevard (formerly known as NE 15th Street) was identified as a necessary transportation facility through the City's Bel-Red Subarea planning process, which concluded with Council adoption in 2009. The intent of the Bel-Red Plan was, in partnership with the community and key stakeholders, to develop a comprehensive vision for the future of Bel-Red that would transform the pattern of light industrial uses to office, retail, and residential densities consistent with the concept of transit-oriented development. Spring Boulevard will be the centerpiece transportation element for the Bel-Red Corridor because it will provide a direct east-west multi-modal connection between the Downtown Bellevue regional growth center and the westernmost Transit-Oriented Development node in the Bel-Red Corridor.
In early 2014, Zones 1 and 2 of the Spring Boulevard project, from 116th Avenue NE to 124th Avenue NE, were submitted to the 2014 Puget Sound Regional Council (PSRC) federal grant

competition for $3,000,000 in funding to complete the project's design and environmental documentation/review processes. The project ranked highly and in November was formally awarded the full $3,000,000. **While both "zones" of the project were awarded a single grant, there is a potential that, associated with project administration with WSDOT, PSRC and other project or grant partners, a determination will be made to conduct the design and environmental processes under two separate grant agreements.** Associated with the project schedule indicated in the grant application and current PSRC project tracking policies, the grant must be obligated (approved for spending based on executed grant agreement(s)) by the Federal Highway Administration no later than June 1, 2015. Council authorization of the grant agreement(s) tonight will allow staff flexibility in working with project partners to meet the obligation deadline.

On December 1, 2014, Council approved Ordinance No. 6209 adopting the 2015-2021 CIP that includes the $3,000,000 in grant funds within the two project budgets (PW-R-172 and PW-R-173).

Other Prior Council Actions on NE Spring Boulevard Zones 1 and 2
On March 2, 2010, Council approved Ordinance No. 5942 authorizing the execution of a Professional Engineering Services Agreement with HDR Engineering, Inc. for advancing preliminary engineering of the NE 15th/16th Street Multi-Modal Corridor, which was funded at that time by both CIP Plan Nos. PW-R-163 and PW-R-153. As discussed with Council at that time, the engineering work would be phased, where the initial engineering effort would define the interim and ultimate improvements, develop typical corridor cross-sections at key locations, and initially define how the overall alignment and infrastructure may generally be integrated with Sound Transit's East Link project, coordinated with adjacent development, and update the estimated costs for each potential stage for implementing corridor improvements.

With HDR support, staff completed the initial 5% design phase of the work, which concluded with staff and a Transportation Commission representative presenting general roadway alignment and typical roadway cross-section recommendations to Council on June 13, 2011.

On December 3, 2012, Council approved Ordinance No. 6089 adopting the 2013–2019 Capital Investment Program (CIP), which included funding through 60% design for both **NE 15th Street Zone 1**, new arterial improvements between 116th and 120th Avenues NE (CIP Plan No. PW-R-172), and **NE 15th Street Zone 2**, new arterial improvements between 120th and 124th Avenues NE, (CIP Plan No. PW-R-173).

On March 4, 2013, Council approved Resolution No. 8534 authorizing a new agreement with HDR Engineering, Inc. for completion of 60% design plans for both Zones 1 and 2 of NE 15th Street (funded by both CIP Plan Nos. PW-R-172 and 173). In part, advancing the NE 15th Street roadway engineering was intended to ensure that the design of proposed roadway improvements, right-of-way requirements, underground utilities, and future constructability issues would be coordinated with:

- Sound Transit's East Link Light Rail and Station area at NE 15th and 120th Avenue NE.
- CIP Plan No. PW-R-168: 120th Avenue NE (Stage 3), NE 12th Street to NE 16th Street.
- CIP Plan No. PW-R-166: 124th Avenue NE, NE 15th to 18th Streets.

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

OPTIONS:

1. Adopt the proposed Resolution authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

2. 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 would need to identify local funds to fill the funding gap.

3. Provide alternative direction to staff.

RECOMMENDATION:

Option 1.

MOTION:

Move to adopt Resolution No. 8873 authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

ATTACHMENTS:

Vicinity Map
Proposed Resolution No. 8873

AVAILABLE IN COUNCIL DOCUMENT LIBRARY:

Draft of Local Agency Agreement

3150-RES
1/29/2015

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8873

A RESOLUTION authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

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 necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173, a copy of which contract has been given Clerk's Receiving No. _____.

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

(SEAL)

_____
Claudia Balducci, Mayor

Attest:

_____
Myrna L. Basich, City Clerk

Washington State Department of Transportation

Lynn Peterson
Secretary of Transportation

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

April 30, 2015

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

City of Bellevue
NE 15th St (aka Spring Blvd)
Multi-Modal Corridor
STPUL-2022(076)
Advance Construction Authorization

Dear Mr. Berg:

We have received FHWA Advance Construction fund authorization, effective April 24, 2015, for this project as follows:

PHASE	TOTAL	AC-FEDERAL
AC-Preliminary Engineering	$6,072,538	$3,000,000

Advance Construction authorization means you may proceed with this phase of work, but all costs incurred that are eligible for federal reimbursement must be covered with local funds until additional federal funds are made available by FHWA. We anticipate converting your project to regular funding in June 2015. You will be notified when this has occurred, at which time billings can be processed for federal reimbursement.

Once you have received notification that your project has been converted 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.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8613 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

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.

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

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

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

3150-RES
1/28/2015

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

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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. 8873 authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

FISCAL IMPACT:
Executing the grant agreement(s) will provide, on a reimbursable basis, up to $3,000,000 in federal STP funding for the design phase of NE Spring Boulevard (Zones 1 and 2; CIP Plan Nos. PW-R-172 and PW-R-173).

The $3,000,000 in grant funds was anticipated in the project budgets for PW-R-172 ($1,800,000) and PW-R-173 ($1,200,000) 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 roadway 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."
- Planning Policy T-11, the Spring Boulevard (NE 15th St) project invests in roadway, pedestrian, and bicycle facilities plus provides direct connections to the Sound Transit alignment connecting the Downtown Bellevue and Redmond Overlake regional centers with Bel-Red's western transit-oriented development node.

BACKGROUND:
NE Spring Boulevard (formerly known as NE 15th Street) was identified as a necessary transportation facility through the City's Bel-Red Subarea planning process, which concluded with Council adoption in 2009. The intent of the Bel-Red Plan was, in partnership with the community and key stakeholders, to develop a comprehensive vision for the future of Bel-Red that would transform the pattern of light industrial uses to office, retail, and residential densities consistent with the concept of transit-oriented development. Spring Boulevard will be the centerpiece transportation element for the Bel-Red Corridor because it will provide a direct east-west multi-modal connection between the Downtown Bellevue regional growth center and the westernmost Transit-Oriented Development node in the Bel-Red Corridor.
In early 2014, Zones 1 and 2 of the Spring Boulevard project, from 116th Avenue NE to 124th Avenue NE, were submitted to the 2014 Puget Sound Regional Council (PSRC) federal grant

competition for $3,000,000 in funding to complete the project's design and environmental documentation/review processes. The project ranked highly and in November was formally awarded the full $3,000,000. **While both "zones" of the project were awarded a single grant, there is a potential that, associated with project administration with WSDOT, PSRC and other project or grant partners, a determination will be made to conduct the design and environmental processes under two separate grant agreements.** Associated with the project schedule indicated in the grant application and current PSRC project tracking policies, the grant must be obligated (approved for spending based on executed grant agreement(s)) by the Federal Highway Administration no later than June 1, 2015. Council authorization of the grant agreement(s) tonight will allow staff flexibility in working with project partners to meet the obligation deadline.

On December 1, 2014, Council approved Ordinance No. 6209 adopting the 2015-2021 CIP that includes the $3,000,000 in grant funds within the two project budgets (PW-R-172 and PW-R-173).

Other Prior Council Actions on NE Spring Boulevard Zones 1 and 2
On March 2, 2010, Council approved Ordinance No. 5942 authorizing the execution of a Professional Engineering Services Agreement with HDR Engineering, Inc. for advancing preliminary engineering of the NE 15th/16th Street Multi-Modal Corridor, which was funded at that time by both CIP Plan Nos. PW-R-163 and PW-R-153. As discussed with Council at that time, the engineering work would be phased, where the initial engineering effort would define the interim and ultimate improvements, develop typical corridor cross-sections at key locations, and initially define how the overall alignment and infrastructure may generally be integrated with Sound Transit's East Link project, coordinated with adjacent development, and update the estimated costs for each potential stage for implementing corridor improvements.

With HDR support, staff completed the initial 5% design phase of the work, which concluded with staff and a Transportation Commission representative presenting general roadway alignment and typical roadway cross-section recommendations to Council on June 13, 2011.

On December 3, 2012, Council approved Ordinance No. 6089 adopting the 2013–2019 Capital Investment Program (CIP), which included funding through 60% design for both **NE 15th Street Zone 1**, new arterial improvements between 116th and 120th Avenues NE (CIP Plan No. PW-R-172), and **NE 15th Street Zone 2**, new arterial improvements between 120th and 124th Avenues NE, (CIP Plan No. PW-R-173).

On March 4, 2013, Council approved Resolution No. 8534 authorizing a new agreement with HDR Engineering, Inc. for completion of 60% design plans for both Zones 1 and 2 of NE 15th Street (funded by both CIP Plan Nos. PW-R-172 and 173). In part, advancing the NE 15th Street roadway engineering was intended to ensure that the design of proposed roadway improvements, right-of-way requirements, underground utilities, and future constructability issues would be coordinated with:

- Sound Transit's East Link Light Rail and Station area at NE 15th and 120th Avenue NE.
- CIP Plan No. PW-R-168: 120th Avenue NE (Stage 3), NE 12th Street to NE 16th Street.
- CIP Plan No. PW-R-166: 124th Avenue NE, NE 15th to 18th Streets.

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

OPTIONS:

1. Adopt the proposed Resolution authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

2. 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 would need to identify local funds to fill the funding gap.

3. Provide alternative direction to staff.

RECOMMENDATION:

Option 1.

MOTION:

Move to adopt Resolution No. 8873 authorizing execution of necessary grant agreements (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept $3,000,000 in federal Surface Transportation Program (STP) funding to support the design phase of NE Spring Boulevard (Zones 1 and 2) from 116th Avenue NE to 124th Avenue NE (CIP Plan Nos. PW-R-172 and PW-R-173).

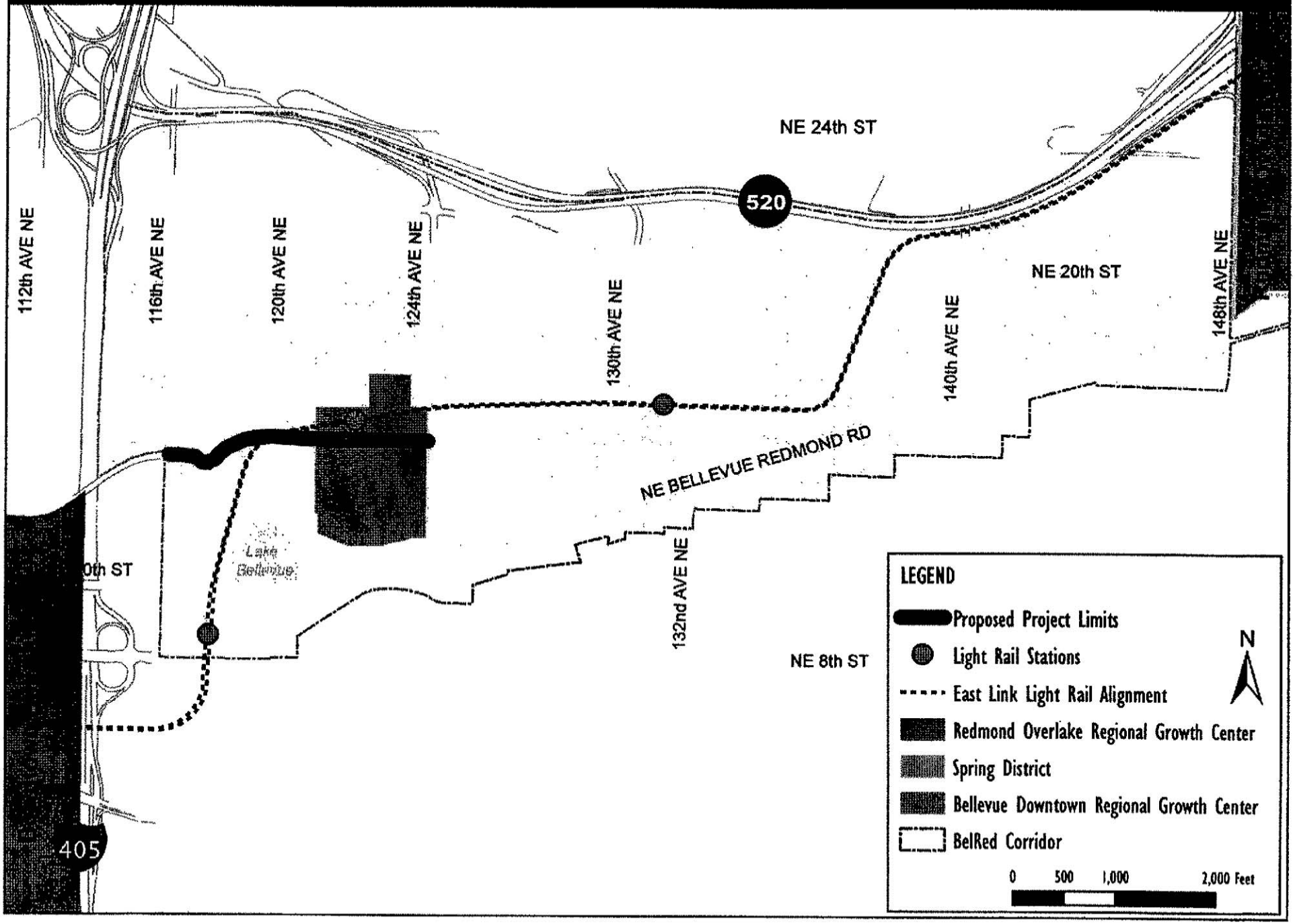
ATTACHMENTS:

Vicinity Map
Proposed Resolution No. 8873

AVAILABLE IN COUNCIL DOCUMENT LIBRARY:

Draft of Local Agency Agreement

NE 15th Street - 116th to 124th Avenue NE



CR #: 53607 Date: 5-12-15 Loc: INTRLOC PO #: 1510182.000

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Spring Boulevard (NE 15th Street) Federal Grant Agreement

Agreement Description:
Local Agency Agreement/Prospectus for federal STP funds

Agreement Form:
Vendor Agreement Document

Agreement Type:
Grant

Document Type:
Funding Agreement

Agreement Manager:
Toni Finco

Agreement Amount: $3,000,000.00

Total Aggregate Value: NaN

Project Information:

Project Name:
NE Spring Blvd Multi-Modal Corrido Transportation

Department:

Project Manager:
Steve Costa/Rick Logwood

Are matching funds required on this project? Yes

Requirement and list source explanation:
There is a 13.5% match that is budgeted in PW-R-172 and 173

Granting Organization Information:

Funding Agency: Federal Highway Administration
Administrative Agency: Washington State Department of Transportation
Administrative Agency JDE Vendor #: 73423
Funding Program Name: Surface Transportation Program

Agreement Terms:

Original Effective Date: 05/01/2015 (estimated date)

End Date: 05/01/2025 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 2/2/2015 **Ordinance #:** **Resolution #:** 8873

Route:		In	Out
Procurement Services:	A Calloon	3/31/15	3/31/15
Accounting:	Margie D Richan	3/31/15	3/31/15
Information Technology:	Not Required		
Legal:	Jerome Roche	4/1/15	4/1/15
Insurance Reviewed By:	Ruby Boyd	4-1-15	4-1-15
Department Director:		4/1/15	4/1/15

RISK