



INTRLOC_00 *WSDOT*

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: WSDOT

PO# Location: INTRLOC-000

Effect Date: 6/1/2015

Term Date: 6/10/2025

CR#: 53874

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 73423

Description: GRANT AGREEMENT FOR CONSTRUCTION PHASE OF
NORTHUP WAY PO 1510218-000

WSDOT
6/10/2025

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2099

 501179

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

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)
Project No. IAP-2070(00T)
Agreement No. LA-8696
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) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) 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.

CR# 53874 DATE 8-10-15 LOC INTRLOC-00

Project Description

Name Northup Way Connection to the SR 520 Trail **Length** 1.2 miles
Termini NE 33rd Place to NE 24th Street

Description of Work

Complete the non-motorized system on Northup Way between NE 33rd Place and NE 24th Street; sidewalks and bike lanes on both sides; planter strips along pedestrian facilities (except in constrained areas); street lighting, driveway access management and pedestrian crossings along the corridor; and a pedestrian facility crossing over the planned regional trail within the Eastlake Rail Corridor

Project Agreement End Date December 31, 2019
Proposed Advertisement Date June 15, 2015

Claiming Indirect Cost Rate
 Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u> </u> % a Agency	2,198,860.00	2,198,860.00	
b Other			
c Other			
Federal Aid Participation Ratio for PE			
d State			
e Total PE Cost Estimate (a+b+c+d)	2,198,860.00	2,198,860.00	
Right of Way			
<u> </u> % f Agency	514,105.00	514,105.00	
g Other			
h Other			
Federal Aid Participation Ratio for RW			
i State			
j Total R/W Cost Estimate (f+g+h+i)	514,105.00	514,105.00	
Construction			
k Contract	2,551,642.00	344,472.00	2,207,170.00
l Other Contract - Non-Participatory	4,875,638.00	4,875,638.00	
m Other Consultant-Non-Participatory	485,000.00	485,000.00	
n Other Misc Non-Participatory	23,000.00	23,000.00	
<u> </u> % o. Agency	1,112,811.00	1,112,811.00	
p. State	10,000.00	1,350.00	8,650.00
Federal Aid Participation Ratio for CN			
q. Total CN Cost Estimate (k+l+m+n+o+p)	9,058,091.00	6,842,271.00	2,215,820.00
r. Total Project Cost Estimate (e+j+q)	11,771,056.00	9,555,236.00	2,215,820.00

Agency Official
By [Signature]
Title Director of Transportation

Washington State Department of Transportation
By [Signature]
Director, Local Programs
Date Executed JUN 15 2015

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 18, 2014, Resolution/Ordinance No. 6150

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 US 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 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 of Local Programs.

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

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

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

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

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Ordinance No. 6150 authorizing:

- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$2,215,820 in federal Transportation Alternatives Program grant funding to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail;
- 2) Amendment of the 2013-2014 General Capital Investment Program (CIP) Fund to increase the appropriation by \$2,215,820 in grant funds; and,
- 3) Amendment of the 2013-2019 CIP Plan to increase the budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.

FISCAL IMPACT:

Executing the agreement will provide, on a reimbursable basis, a federal Transportation Alternatives Program grant of \$2,215,820 administered by the WSDOT for the construction phase of the Northup Way Corridor Improvements project (CIP Plan No. PW-R-146). This action will increase the PW-R-146 project budget and the 2013-2014 General CIP Fund appropriation by \$2,215,820. Acceptance of this grant also commits the City to a minimum match of 13.5 percent and requires the City to fully fund the construction phase of the project by grant obligation, currently programmed for September 2014. Funding from the Pedestrian Access Improvement Program (CIP Plan No. PW-W/B-56) is being used to meet the grant match requirement.

The construction cost estimate, at 90 percent design, is \$8.8 million, including all standard contingencies at this stage of design. The following funds are currently available to be programmed for construction of the project; however, an estimated \$980,000 potential funding gap remains.

Construction Cost Estimate (90% Design)	\$8,837,000
Funding Available to be Programmed:	
Interlocal Agreement with WSDOT (current unencumbered)	\$5,141,000
Transportation Alternatives Grant	2,215,820
Pedestrian Access Improvements Program (CIP Plan No. PW-W/B-56)	500,000
Total Funding Available to be Programmed	\$7,856,820
Estimated Potential Funding Gap	<u>(\$980,180)</u>

As the design progresses to the 100% level, staff is actively engaged in identifying options to close the potential funding gap. Options include:

- Project scope revisions;
- Evaluation of existing CIP – reallocation of funding through reprioritization and/or cost savings;
- Partnership funding – Working with WSDOT or other partners to identify additional outside funding commitment(s).

Since the grant requires that the construction phase be fully funded by the September 2014 obligation deadline, the City may choose to turn back the grant funds at a future date, if the projected funding gap is not closed. If the grant funds are returned, it is probable that WSDOT will re-allocate the remaining portion of the \$8 million currently committed to the project. However, staff will update all cost estimates and likely reduce contingencies (and thereby reduce the funding gap) as design and property acquisition phases are finalized over the next several months.

Acceptance of the grant at this time, does not require the City to obligate and/or use the funds but does allow for the City to initiate with WSDOT the required documentation and certification processes, including environmental determinations and right-of-way certifications in the timeframe necessary to meet the grant obligation deadline.

STAFF CONTACT:

David Berg, Director, 452-6468

Eric Miller, Capital Programming Division Manager, 452-6146

Jen Benn, Program Manager, 452-4270

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 construct a project that fills a gap between regional facilities, the project advances Policy TR-2.
- By providing new pedestrian and bicycle facilities along a transit corridor, the project supports Policies TR-79 and TR-80 within the Transportation Element, as well as Policies PB-2(1) and PB-16 in the Pedestrian and Bicycle Transportation Facility Plan.

BACKGROUND:

PROJECT BACKGROUND

In 2008, the City completed a pre-design study of the Northrup Way Corridor that, in addition to proposed roadway enhancements, included a recommendation for sidewalk and bike lanes on both sides of the roadway from Bellevue Way to NE 24th Street. At the time, attempts to secure grant or other sources of funding were not successful and the project did not advance.

The Washington State Department of Transportation’s (WSDOT) SR 520 Eastside Transit and HOV project recognized that Northrup Way runs parallel to the gap between the regional trail facilities provided by the SR 520 project and the existing SR 520 Trail that can be accessed near NE 24th Street. Given the importance of this connection, WSDOT allocated \$8 million toward the design and construction of pedestrian and bicycle facilities along Northrup Way. WSDOT’s full commitment was included in the project budget for CIP Plan No. PW-R-146 (Northrup Way Corridor Improvements) in the 2013-2019 CIP, which was adopted by Council on December 3, 2012 (Ordinance No. 6089). To date, the following Council Actions have advanced this partnership project:

Item	Legislation	Date	Purpose	Revenue
Original Interlocal Agreement	Res. No. 8201	2/22/11	30% design	\$ 800,000
Amendment #1	NA		Time Extension	0
Amendment #2	Res. No. 8385	4/16/12	60% design	435,000
Amendment #3	Res. No. 8517	2/19/13	Final design	987,000
Amendment #4	Res. No. 8629	9/16/13	ROW Acquisition	637,000
TOTAL				\$2,859,000
TOTAL WSDOT COMMITMENT				\$8,000,000
REMAINING WSDOT COMMITMENT				\$5,141,000

These actions leave a balance of \$5,141,000 from the WSDOT funding to be used for future implementation activities. WSDOT anticipates the trail improvements associated with the SR 520 bridge replacement project will be completed in 2015 and desires a concurrent completion of the Northup Way project so that the full 12-mile regional pedestrian and bicycle system between Seattle and the communities of East King County will be available.

GRANT BACKGROUND

The current federal transportation authorization act, Moving Ahead for Progress in the 21st Century (MAP-21), established the Transportation Alternatives Program (TAP) to focus on non-traditional transportation projects (i.e. pedestrian and bicycle facilities, historic preservation, or environmental mitigation) that enhance the existing transportation system. TAP represents a combination of previous grant programs, namely Transportation Enhancements, federal Safe Routes to School, and Recreational Trails. The Puget Sound Regional Council was responsible for administering the selection process for the region's federal TAP allocation. The Northup Way Connection to the SR 520 Trail project was one of the sixteen projects selected for funding.

At the time of application, the estimated WSDOT balance and a \$500,000 allocation from the Pedestrian Access Improvements Program (CIP Plan No. PW-W/B-56) were sufficient to show full funding for the construction phase if the grant were to be awarded. Since that time, the project cost estimates have been updated as project design and right-of-way plans have advanced to reflect:

- More advanced design information;
- Appraised values for right-of-way needs; and,
- Lessons learned from the West Lake Sammamish Project, particularly in relation to traffic control costs on a long, narrow linear project such as Northup Way.

Solutions to address the potential funding gap are being pursued in conjunction with bringing design to the 100% level as described earlier. Solutions to the funding gap must be implemented by the time of the grant obligation, currently programmed for September 2014, because grant funds can only be authorized for fully funded phases. The September 2014 obligation is necessary to meet regional obligation target policies and to achieve the project completion coordination with the broader SR 520 Eastside Transit and HOV project. Acceptance of the grant at this date does not require the City to obligate and/or use the funds. The City may choose to turn back the grant funds at a future date should sufficient cost savings and/or additional project funding not be realized.

EFFECTIVE DATE:

If approved, this Ordinance becomes effective on February 27, 2014.

OPTIONS:

- A. Ordinance No. 6150 authorizing:
- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$2,215,820 in federal Transportation Alternatives Program grant funding to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail;
 - 2) Amendment of the 2013-2014 General Capital Investment Program (CIP) Fund to increase the appropriation by \$2,215,820 in grant funds; and,
 - 3) Amendment of the 2013-2019 CIP Plan to increase the budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.
- B. Do not adopt the Ordinance and provide alternative direction to staff. By not executing the grant agreement, the City will not be able to access this revenue source to leverage partnership funding from WSDOT and this important regional non-motorized connection would not be constructed until such time that local funds can be identified.

RECOMMENDATION:

- Adopt Ordinance No. 6150 authorizing:
- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$2,215,820 in federal Transportation Alternatives Program grant funding to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail;
 - 2) Amendment of the 2013-2014 General Capital Investment Program (CIP) Fund to increase the appropriation by \$2,215,820 in grant funds; and,
 - 3) Amendment of the 2013-2019 CIP Plan to increase the budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.

MOTION:

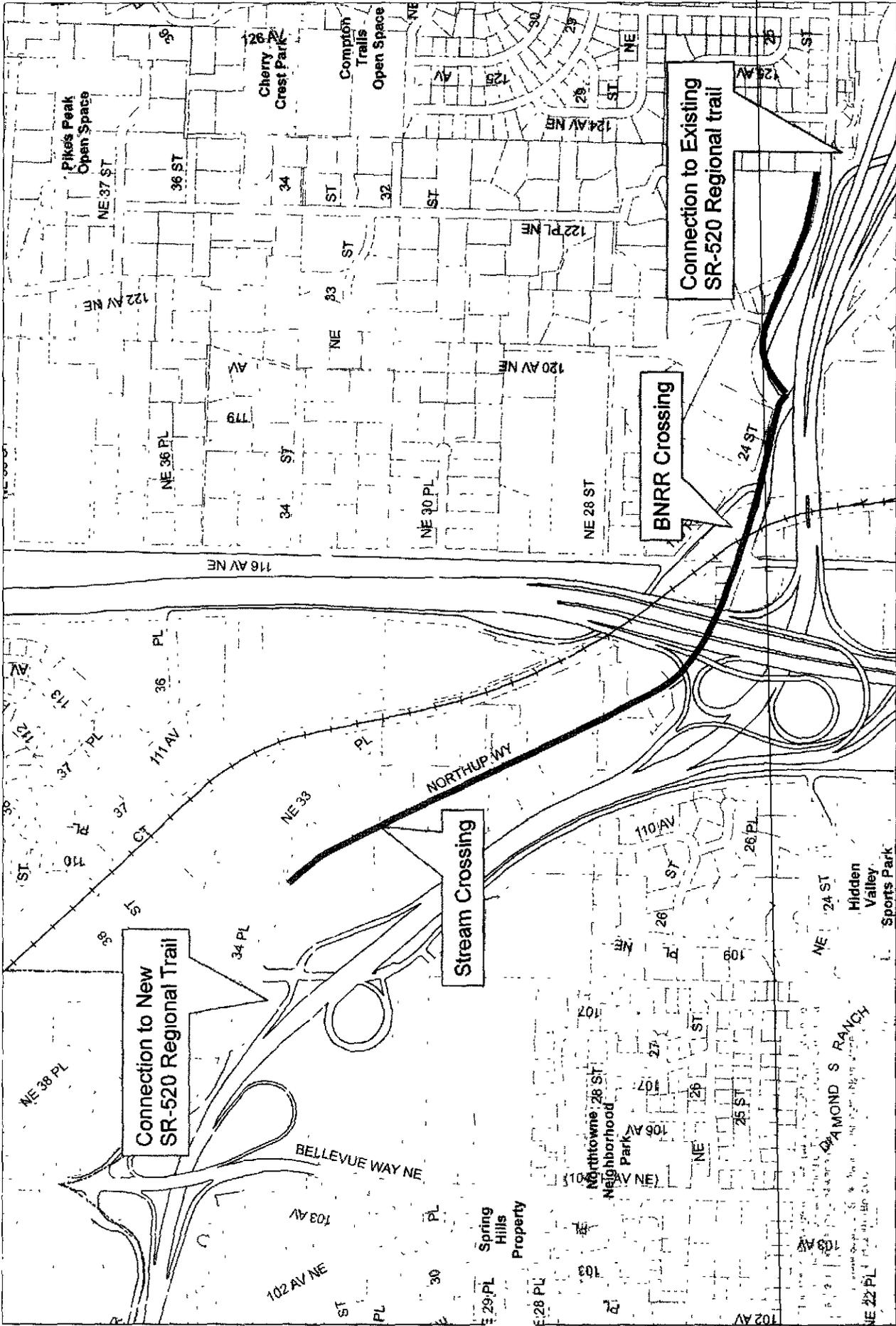
- Move to adopt Ordinance No. 6150 authorizing:
- 1) Execution of a grant agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept \$2,215,820 in federal Transportation Alternatives Program grant funding to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail;
 - 2) Amendment of the 2013-2014 General Capital Investment Program (CIP) Fund to increase the appropriation by \$2,215,820 in grant funds; and,
 - 3) Amendment of the 2013-2019 CIP Plan to increase the budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.

ATTACHMENTS:

Vicinity Map
CIP Project Description
Proposed Ordinance No. 6150

AVAILABLE IN COUNCIL OFFICE:

Draft grant agreement



**SR520 Transit and HOV Project:
Northrup Way Corridor Improvements (CIP Plan No. PW-R-146)**



PW-R-146 Northup Way Corridor Improvements

Category: **Roadways**
 Department: **Transportation**

Status: **Approved and Begun**
 Location: **Northup Way - Bellevue Way to NE 24th Street**

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	FY 2017 Budget	FY 2018 Budget	FY 2019 Budget
8,471,000	1,733,000	4,247,000	2,491,000	-	-	-	-	-

Description and Scope

This project is a partnership between the City and the Washington State Department of Transportation (WSDOT). This project will construct bike lane and sidewalk improvements on Northup Way between NE 24th Street and NE 33rd Place, and on NE 24th Street between Northup Way and the existing Bike 520 Trail connection. The proposed improvements on Northup Way will also serve as an interim regional trail connecting the existing SR 520 trail terminus (near NE 24th Street) and NE 33rd Place where a new regional pedestrian and bicycle path will be built by WSDOT as part of the SR 520 project. This project may also incorporate other work elements including a pedestrian bridge at the Burlington Northern-Santa Fe railroad crossing, structural retaining wall work, driveway access management, storm drainage improvements, landscaping, traffic signal and street lighting modifications, and pedestrian crossings at key locations to be determined during the design phase.

Rationale

This project will address both local and regional pedestrian and bicycle system connectivity and safety issues on this major east-west corridor in the north part of the City. This section of roadway has narrow lanes and shoulders and no pedestrian/bicycle facilities along the majority of the corridor. Eventual construction of the improvements will improve safety for pedestrians and bicyclists by separating them from vehicular traffic. The improvements would also enhance non-motorized and vehicular access to and from neighborhoods, offices, commercial uses, transit facilities and services, and recently completed or planned, regional and local transportation facilities including SR 520, the Bike 520 Trail, the Lake Washington Loop Trail and 116th Avenue NE improvements. The project is consistent with the 2009 City of Bellevue Pedestrian and Bicycle Transportation Plan Update (1999) as a high priority Eastside cities and WSDOT identified the need to complete the missing segment of the SR520 regional trail, and that an interim facility may be necessary. These improvements will provide the interim connectivity until a permanent facility can be implemented. The project is funded by the Washington State Department of Transportation (WSDOT) with the City acting as the lead agency.

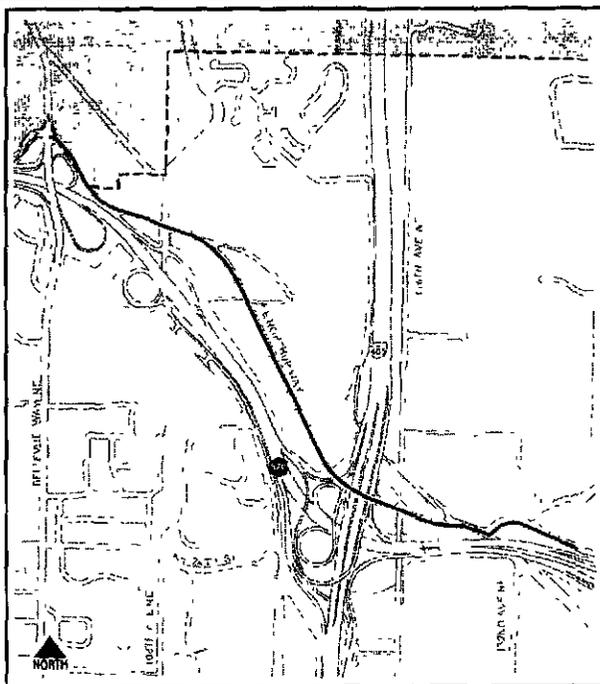
Environmental Impacts

An environmental determination will be made for this project in conjunction with preliminary engineering.

Operating Budget Impacts

Operating costs will increase due to added street lighting/signal (electricity) and the maintenance of the roadway. The maintenance activities include landscaping maintenance and street light/signal maintenance beginning in 2014. An estimated \$8,604 will be required to fund maintenance and operations costs in 2014, adjusted for inflation thereafter.

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2007 - 2014	8,471,000
Total Budgetary Cost Estimate:		8,471,000

Means of Financing

Funding Source	Amount
General Taxes & LTGO Bond Proceeds	109,811
Intergovernmental Contributions	8,000,000
REET	361,189

Total Programmed Funding: 8,471,000
Future Funding Requirements: 0

Comments

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6150

AN ORDINANCE authorizing 1) execution of a grant agreement (and any necessary supplements) with the Washington State Department of Transportation (WSDOT) to accept a \$2,215,820 federal Transportation Alternative Program grant to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail; 2) amendment of the 2013-2014 General Capital Investment Program (CIP) Fund Budget to increase the appropriation by \$2,215,820 in grant funds; and 3) amendment of the 2013-2019 CIP Plan to increase the budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.

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

Section 1. The City Manager or his designee is authorized to execute a grant Agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) to accept a \$2,215,820 federal Transportation Alternatives Program grant to construct pedestrian and bicycle facilities along Northup Way connecting to the SR 520 regional trail, which grant agreement shall be substantially in the form given Clerk's Receiving No. _____.

Section 2. The appropriate Administrative officials of the City are hereby authorized to receive the grant monies and expend the same.

Section 3. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 4. The City Manager or his designee is hereby further authorized to execute all documents (including supplemental documents) necessary or appropriate to fulfill the terms of the agreements authorized in Sections 1.

Section 5. The 2013-2014 General Capital Investment Program (CIP) Fund appropriation adopted by Ordinance No. 6089 on December 3, 2012, as modified by Ordinance 6143 on December 2, 2013, is hereby amended to increase the appropriation to said CIP fund by \$2,215,820.

Section 6. The City's 2013-2019 Capital Investment Program Plan adopted by Ordinance No. 6089 on December 3, 2012, as modified by Ordinance 6143 on December 2, 2013, is hereby amended to increase the project budget for the Northup Way Corridor Improvements (CIP Plan No. PW-R-146) by \$2,215,820.

1374-ORD
02/12/14

Section 8. If the actual revenue received from the anticipated sources specified in said grant agreements shall be more or less than the anticipated amount set forth herein, the amount budgeted to the plan shall be adjusted to be equal to the amount actually received.

Section 9. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

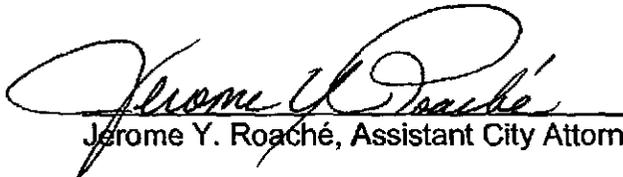
Passed by the City Council this _____ day of _____, 2014
and signed in authentication of its passage this _____ day of _____,
2014.

(SEAL)

Claudia Balducci, Mayor

Approved as to form:

Lori M. Riordan, City Attorney


Jerome Y. Roaché, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published _____



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

July 24, 2015

Transportation Building
310 Maple Park Avenue S E
PO 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
Northup Way Connection
To the SR 520 Trail
TAP-2070(005)
Advance Construction Authorization**

Dear Mr. Berg.

We have received FHWA Advance Construction fund authorization, effective June 16, 2015, for this project as follows.

PHASE	TOTAL	FEDERAL	AC-FEDERAL
AC-Construction	\$9,058,091	\$208,650	\$2,007,170

Advance Construction authorization means you may proceed with this phase of work, but all costs associated with the AC-Federal share must be covered with local funds until additional federal funds are made available by FHWA. We anticipate converting the AC-Federal share to regular funding in October 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.

The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8696 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency

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
Aaron Fink

CR #: 53874 Date: 8-10-15 Loc: INTRLOCPO # 1510218.000



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

Grant Agreement Routing Form

Current Agreement Information

<p>Agreement Title: Northup Way Connection to the SR 520 Trail</p> <p>Agreement Description: Local Agency Agreement and Project Prospectus required to obligate a federal grant for the construction phase of the Northup Way Connection.</p> <p>Agreement Form: Vendor Agreement Document</p>	<p>Agreement Type: Grant</p> <p>Document Type: Funding Agreement</p> <p>Agreement Manager: Toni Finco</p> <p>Agreement Amount: \$2,215,820.00</p> <p>Total Aggregate Value: NaN</p>
---	--

GRV

Project Information:

<p>Project Name: Northup Way Connection Transportation</p>	<p>Department:</p>	<p>Project Manager: Steve Costa</p> <p>Are matching funds required on this project? Yes</p>
<p>Requirement and list source explanation: Matching fund are programmed in CIP Plan No. W/B-56 and WSDOT funds</p>		

Granting Organization Information:

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

Agreement Terms:

Original Effective Date: 06/01/2015 (estimated date) **End Date:** 06/01/2025 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 2/18/2014 **Ordinance #:** 6150 **Resolution #:** N/A

Route:

	<u>In</u>	<u>Out</u>
Procurement Services: <u>ACarbon</u>	<u>4/14/15</u>	<u>4/14/15</u>
Accounting: <u>Debra Richardson</u>	<u>4/14/15</u>	<u>4/14/15</u>
Information Technology: <u>Not Required</u>		
Legal: <u>[Signature]</u>	<u>4/14/15</u>	<u>4/17/15</u>
Insurance Reviewed By: <u>[Signature]</u>	<u>4/22/15</u>	<u>4/22/15</u>
Department Director: <u>[Signature]</u>	<u>4/22/15</u>	<u>4/22/15</u>

Document Management Information:**CIP Plan #:** PW-R-146**Budget Fund:** Capital**Funding Source:** Federal - Indirect**JDE Project Number:****Explanation:**

Budget Information:**Year****Description****JDE Account Number****Amount**

2015

Construction

133680001.333200.0200

\$2,215,820.00

Additional Comments:

CONTRACT FACE SHEET

Document Type:

- Contract
- MOU
- Interlocal Agreement
- Notice of Acceptance
- Retainage
- Franchise Agreement
- Right of Way Use Agreement
- Lien
- Correspondence
- Collective Bargaining Agreement
- Grant

Status:

- New
- Amendment
- Change Order
- Renewal
- Cancellation

0

***Funding Source:**

Federal - Indirect

GRU

***Administrative Agency:**

Washington State Department of Transportation

***Funding Agency:**

Federal Highway Administration

***Project Name:**

Northup Way Connection

Transportation

***Department:**

JDE Project Number:

~~73423~~

1510218.000

JDE Vendor Number:

06/01/2015

Original Effective Date:

06/01/2025

Agreement Termination Date:

Capital

Budget Fund:

PW-R-146

CIP Plan Number:

6150

Ordinance Number:

N/A

Resolution Number:

Grant Number:

Clerk's Receiving #:

Related Clerk's Receiving #:

*Denotes mandatory fields.