



Washington State Department of Transportation

Agency City of North Bend

Address 920 SE Cedar Falls Way
North Bend, WA 98045

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Tanner Trail Extension

Length 1.1 Miles

Termini 42901 SE North Bend Way to Snoqualmie Valley Trail

Description of Work

Extend a paved multi-use trail with gravel shoulders, install storm-water mitigation, plant trees between the trail and North Bend Way and make utility improvements.

Project Agreement End Date Dec. 30, 2026

Proposed Advertisement Date

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	a. Agency	23,673.00	3,196.00	20,477.00
86.5 %	b. Other Consultant	158,087.00	21,342.00	136,745.00
Federal Aid	c. Other			
Participation	d. State Services	1,000.00	135.00	865.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	182,760.00	24,673.00	158,087.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
86.5 %	l. Other Consultant			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	182,760.00	24,673.00	158,087.00

Agency Official

By

Title Mayor

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

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 Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any 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



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

Prefix		Route		()		Date		05/24/2023			
Federal Aid Project Number						DUNS Number		022828701			
Local Agency Project Number		004		(WSDOT Use Only)		Federal Employer Tax ID Number		91-6001473			
Agency City of North Bend		CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other							
Project Title Tanner Trail Extension				Start Latitude N 47.4980 End Latitude N 47.4974		Start Longitude W -121.7851 End Longitude W -121.7849					
Project Termini From-To 42901 SE NB Way Snoq. Valley Tr.				Nearest City Name North Bend			Project Zip Code (+4) 98045-8260				
Begin Mile Post		End Mile Post		Length of Project 1.1 Miles		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad					
Route ID 202		Begin Mile Point		End Mile Point		City Number 0875		County Number 17		County Name King	
WSDOT Region Northwest Region		Legislative District(s) 12			Congressional District(s) 8			Urban Area Number 80389			
Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)		Federal Funds (Nearest Hundred Dollar)		Phase Start Date					
P.E.	182,800	24,700		158,100		Month June		Year 2023			
R/W											
Const.	1,218,400	164,500		1,053,900		January		2025			
Total	1,401,200	189,200		1,212,000							
Description of Existing Facility (Existing Design and Present Condition)											
Roadway Width 0				Number of Lanes 0							
New trail extension/ non-existing.											
Description of Proposed Work											
Description of Proposed Work (Attach additional sheet(s) if necessary)											
Extend a paved multi-use trail with gravel shoulders, install storm-water mitigation, plant trees between the trail and North Bend Way and make utility improvements.											
Local Agency Contact Person Mark Rigos				Title Public Works Director				Phone (425) 888-7650			
Mailing Address 920 SE Cedar Falls Way				City North Bend				State WA		Zip Code 98045-8260	
Project Prospectus		By _____									
		Approving Authority									
		Title Mayor							Date		

Agency City of North Bend	Project Title Tanner Trail Extension	Date 05/24/2023
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Type of Proposed Work

Project Type (Check all that Apply)

<input checked="" type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other
<input type="checkbox"/> Bridge		

Roadway Width
10 ft. wide trail

Number of Lanes

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input checked="" type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	35
Design Speed	35	35
Existing ADT	13,500	13,500
Design Year ADT	NA	NA
Design Year	NA	NA
Design Hourly Volume (DHV)	NA	NA

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

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

Environmental Considerations

Agency City of North Bend	Project Title Tanner Trail Extension	Date 05/24/2023
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Utilities

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

Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of North Bend

Date

By _____ Mayor/Chairperson

Project Number: NB-15

Title: Tanner Trail Extension

Phase	Programmed Year	Obligation Date	Funding Source	Federal Funds	State Funds	Local Funds	Phase Total
P/E-Design	2023	7/15/2023	TA(UL)	\$158,087	\$0	\$0	\$158,087
P/E-Design	2023	7/15/2023	Local	\$0	\$0	\$24,672	\$24,672

WSDOT PIN:

Totals: \$158,087 \$0 \$24,672 \$182,759

Federal Aid/FTA Grant Number(s):

Functional Class: Rural Principal Arterial

Improvement Type: Regional Trail (Separate Facility)

Location: North Bend Way

From: 42901 SE North Bend Way

To: Snoqualmie Valley Trail

MTP Status: Exempt

MTP Reference(s): N/A

Description:

Total Cost:

\$1,401,159

Regionally Significant: No

Environmental Status: CE

Extend a paved multi-use trail with gravel shoulders, install stormwater mitigation, plant trees between the trail and North Bend Way, and make utility improvements.

5/17/2023

A - 16

Washington State S. T. I. P.

2023 to 2026

(Project Funds to Nearest Dollar)

MPO/RTPO: PSRC

Y Inside

N Outside

May 17, 2023

County: King

Agency: North Bend

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
03			NB-15	28	1.100	CE	No	42901 SE North Bend Way	Snoqualmie Valley Trail	1,401,159	23-04

Tanner Trail Extension

Extend a paved multi-use trail with gravel shoulders, install stormwater mitigation, plant trees between the trail and North Bend Way, and make utility improvements.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2023		TA(UL)	158,087		0	24,672	182,759
Project Totals				158,087		0	24,672	182,759

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	182,759	0	0	0	0
Totals	182,759	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total
Agency Totals for North Bend	4,066,784	0	387,375	4,454,159

Local Programs Authorization Package Checklist

Agency: City of North Bend

Project Title: Tanner Trail Extension

Fed Aid/State Project #: _____

Funding Request	By Phase (check all that apply)			
	PL*	PE**	RW	CN
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phase Modification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Non-Funding Request	<input type="checkbox"/>
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*PL - Planning. Used for stand-alone planning and study projects.

**PE - Preliminary Engineering. This is the full design phase of a construction project. Once PE is authorized, the construction phase must be completed, or all federal expenditures must be repaid.

Agency Region HQ
Check Check Check

Miscellaneous Items

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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In addition to this checklist, all Region submittals must utilize the standard Region IDC, memo, or cover letter.

If authorizing a subsequent phase on an existing project, has at least one bill for the prior phase been fully processed by Local Programs (Posted date is present in SPORT)? If not, supplement can't be processed.

Has the scope changed (description of work, limits, staging, RW needs, etc.) since previous submittal?

No Y / N Y / N

Project Prospectus (DOT Form 140-101) - LAG Chapter 21

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are all three pages of the current form included?

Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?

Is the project description written such that the project scope is clear to an average person?

Are pages 1 and 3 signed?

If the LPE or another agency is acting as CA, enter CA agency name below and include copy of CA agreement (LOU, MOU, etc).

CA Agency: _____

Are the Latitude and Longitudes (decimal format preferred) included and correct?

Are Congressional and Legislative Districts included and correct?

Project Zip Code includes the +4?

Are estimated costs included for all phases of the project?

Are the Functional Classification and Urban/Rural designation correct?

Are the Right of Way, Utilities, and Railroad sections filled out?

Typical Sections & Vicinity Map - LAG Chapter 21

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------

When necessary, are the Vicinity Map(s) and Roadway Section(s) included?

Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?

Are the project limits clearly marked on the map?

Does the section include all elements, with dimensions, of the roadway prism?

Are section changes, if applicable, throughout the project limits noted/displayed?

STIP/Funding Documentation - LAG Chapter 12

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------

Is the currently approved STIP page included?

Does STIP information (termini, description, etc.) match the LAA and Prospectus?

Is the phase being authorized (or a later phase) programmed in the STIP?

Is funding from all requested programs shown in the STIP?

Are the requested funds supported by the STIP?

If funded through a HQ managed program (ex. Bridge, HSIP), is the award letter included when these funds are **first** obligated?

If funded through a HQ managed program, does the submitted scope match the project summary scope?

Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------

Is at least one LAA or LAA supplement, with an original signature, included?

Current form used? (check revision date at bottom left)

All pages of Agreement included?

Are the Agency information, Project #, LAA #, Supplement #, and date of original agreement execution correct?

Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?

Local Programs Authorization Package Checklist

	Agency	Region	HQ
Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22 [CONT.]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the reason for supplement accurate and up to date?			
Is the Project Agreement End Date (month, day, and year) included? Does it follow LAG guidance?			
When not authorizing a new phase, is the end date the same as shown on the previous agreement?			
If not, is adequate justification (see LAG 22.3) included to support changing the end date?			
Is the Advertisement Date (month, day, and year) included? Is it within 6 weeks of estimated CN authorization?			
If the ICR box is checked 'Yes', is the agency's current approved/self-certified rate documentation provided? It must clearly show a single rate to be used, the timeframe it covers, and the actual signature of approval/self-certification.			
If corrections made, are they initialed? If made by WSDOT is permission from Agency provided?			
Are all federal aid participation ratios being used listed?			
If de-obligating funds on any line, does it reduce obligation below expenditures?			
Are amounts calculated correctly and shown in the correct columns?			
Documented Cost Estimate - LAG 22.4 and Appendix 22.56	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is a Documented Cost Estimate included for each phase requesting/changing funds?			
Are total dollars on the LAA supported by the phase estimates?			
Does the estimate sufficiently demonstrate how the costs were determined?			
Right of Way - LAG Chapter 25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If authorizing RW, is a true cost estimate summary sheet included?			
Does the true cost estimate summary sheet support RW amounts shown on the LAA?			
If authorizing RW and Relocation is required, is the signature page of the approved Relocation Plan included?			
If authorizing CN, is the Local Programs approved RW Certification included?			
If RW acquired under the Government Acquisitions Provision, is approval documentation included?			
Environmental Documentation/Approval (NEPA) - LAG Chapter 24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is an approved NEPA package (at least signature page) included?			
Does the description of work match the Prospectus/LAA/STIP?			
Is the footprint of the project within the limits of the NEPA approval?			
Do the NEPA-CE Part 3 RW responses agree with the STIP and Prospectus?			
Is the approval date within the last 3 years?			
If approval is older than 3 years, has the approval been re-evaluated by the environmental engineer?			
DBE Goals (LAG Chapter 26) - Tied Bid (LAG Chapter 44) - Local Forces (LAG Chapter 61)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If authorizing construction, is the DBE goal letter/e-mail included, or are the goals in SPORT?			
If construction includes a tied bid project, is the approved PIF included or noted in SPORT?			
If construction by Local Forces, is the approved PIF included or noted in SPORT?			

PROJECT NOTES (Provide additional information or explanation as necessary)

City of *****

F.A. No. ****-****(***)

Letter of Understanding for Project Administration

May 24, 2023

City of *****

****-****-****

*****, WA ****-****

F.A. No. ****-****(***)

Letter of Understanding for Project Administration

Attn.: *****

Public Works Director

Dear Sir:

The Washington State Department of Transportation Northwest Region Local Programs Office (STATE) is responsible for assuring that grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimates, environmental documents, acquisition of right of way, advertisement, award and execution of contract, and construction administration including but not limited to inspection, change orders and final project documentation, are all in accordance with Local Agency Guidelines (LAG) and federal law.

The CITY, operating under an extension of Local Programs Certification Acceptance (CA), shall administer all associated projects entirely in accordance with the LAG, this Letter of Understanding (LOU) and direction as provided by the Local Programs Engineer (LPE). Failure to comply with the LAG, this LOU or the direction of the LPE may result in loss of Federal funds.

- 1) The STATE and the CITY have designated CA managers as shown below:

STATE
WA State Department of Transportation
Mehrddad Moini, Local Programs Engineer
PO Box 330310
15700 Dayton Avenue North, NB82-121
Seattle, WA, WA 98133-9710
(206) 440-4734
moinim@wsdot.wa.gov

CITY
*
*
*****, WA ****-****

(***) ***-****
Email address

The CITY CA Manager designated above, or his/her designee, shall be the "Responsible Charge" (See LAG Chapter 13.6). All formal submittals outlined herein either from the STATE or the CITY, will be sent through the designated CA Managers.

City of *****

F.A. No. ****-****(***)

Letter of Understanding for Project Administration

- 2) The CITY shall obtain approval from the STATE in the solicitation and selection of a Consulting Engineering firm for Preliminary Engineering, Right of Way and Construction Engineering services. The CITY shall utilize qualified consultants, approved by the STATE, for contract administration, inspection, and materials testing. In addition, the CITY shall obtain the approval from the STATE of the Consulting Engineering Agreement prior to execution. (See LAG chapter 31).
- 3) The CITY shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the STATE for further processing and approval. (See LAG chapter 24). The CITY shall be responsible for obtaining all required permits and approvals.
- 4) Any deviations to design standards must be approved and stamped by a Professional Engineer licensed in the State of Washington. The CITY shall submit the design deviation to the STATE for further processing and approval.
- 5) No R/W action shall proceed until the CITY contacts the Local Agency Right of Way Coordinator. The CITY shall follow its current approved Right of Way (R/W) Procedures as described in the LAG (see LAG chapter 25). The STATE shall be advised of all meetings preliminary to R/W acquisition. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the CITY and the STATE.
- 6) Contract plans, specifications and cost estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, and adopted design standards (see LAG chapter 44). The STATE will review the PS&E to ensure compliance with the LAG.
- 7) The CITY shall forward the proposed advertisement for bids to the STATE for approval. Upon approval, the CITY may begin advertisement for bids (see LAG chapter 46). The CITY shall keep the STATE advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents shall be approved by the STATE prior to issuance.
- 8) The CITY shall notify the STATE of the Bid Opening date and time. The CITY shall transmit to the STATE, the Engineer's Estimate and Bid Tabulations along with the complete Bid Proposals of the apparent three (3) lowest bidders. Upon approval by the STATE, the CITY may Award the Contract to the lowest responsive bidder (see LAG chapter 46).
- 9) Upon the CITY's execution of the contract for construction, the CITY shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, and all applicable State and Federal laws (see LAG chapter 52). Per Item 2 in this LOU, the CITY shall utilize consultants, approved by the STATE, for this work. The CITY shall notify the STATE of the date, time, and location of the pre-construction meeting with

City of *****

F.A. No. ****-****(***)

Letter of Understanding for Project Administration

the contractor. The STATE will conduct periodic construction documentation reviews as warranted.

- 10) The CITY shall notify the STATE of changes to the contract. If warranted, the STATE will grant verbal approval to proceed with the change order as defined per Section 1-04.4 of the current edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The CITY Project Manager shall initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature, the City Project Manager shall submit the change order to the STATE for review. All signed changed orders shall be sent to the STATE for final approval.
- 11) The CITY shall request the STATE to inspect the project following Substantial Completion to the Contractor (see LAG chapter 53).

Signature below constitutes concurrence with this Letter of Understanding.

CITY OF *****

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: 
***** DEPUTY PW DIRECTOR *****

By: _____
Mehrdad Moini, P.E.
Local Programs Engineer

Date: 5/24/23

Date: _____



Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 \ SEATTLE, WA 98104 • 1035 \ psrc.org \ 206 • 464 • 7090

April 27, 2023

The Honorable Rob McFarland
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

Dear Mayor McFarland:

Congratulations! I'm pleased to let you know that City of North Bend is receiving \$158,087 in PSRC funding for the following project:

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
Tanner Trail Extension Project	\$158,087	July 15, 2023

Additional funding from the Federal Highway Administration has become available in 2023. In April, PSRC's Executive Board approved distribution of these funds to projects on the contingency lists from our last major project selection process in 2022.

Securing federal transportation funding for communities in the region is one of the key roles of the Puget Sound Regional Council. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that support the region's VISION 2050 growth plan.

As the region continues to work on maintaining and improving our transportation infrastructure, we are grateful for partners like you working to enhance mobility, support a resilient economy, and sustain a healthy environment and quality of life for people in the region.

Thank you for your leadership and for the excellent work by your staff. I look forward to continuing to partner with you on efforts to help the region thrive now and into the future.

Sincerely,

Josh Brown
Executive Director
Puget Sound Regional Council

*I'm glad we could
be a partner on this
project!*

CC: Mark Rigos, Public Works Director

PROJECT TITLE	TANNER TRAIL EXTENSION
AGENCY	CITY OF NORTH BEND
FEDERAL AID #	Not assigned

Preliminary Engineering (Design) Phase

Design Estimate	Estimated Hours	Average Rate	Totals
Design (Agency)	158	\$ 150.00	\$ 23,673.00
Project Management (Agency)			\$ -
Design (Consultant)	632.4	\$ 250.00	\$ 158,087.00
Environmental Permit			\$ -
State Review			\$ 1,000.00
Preliminary Engineering (Design) phase Total			\$ 182,760.00

Right-of-Way Phase

Right of Way Estimate			
Right of Way			\$ -
Right-Of-Way Total			

Construction Phase

Construction estimate

Construction Estimate
10% Contingency

Construction Engineering

Agency Construction Engineering
State Construction Engineering

Constructin Phase Total \$ -

TOTAL PROJECT ESTIMATE \$ 182,760.00

City of North Bend
Tanner Trail Extension Project
Engineer's Est. April 2023

Length: 6000 LF

Width: 10 ft.

Depth: 4 inches of asphalt

Base: 6 inches of gravel base

No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$ 15,000	\$ 15,000
2	Temporary Erosion/Sediment Control	1	LS	\$ 7,500	\$ 7,500
3	Engineering Surveying	1	LS	\$ 5,000	\$ 5,000
4	Temporary Traffic Control	1	LS	\$ 10,000	\$ 10,000
5	Excavation Incl. Haul	2814	CY	\$ 25	\$ 70,350
6	Landscape Restoration	3	LS	\$ 20,000	\$ 60,000
7	New landscape trees	150	EA	\$ 900	\$ 135,000
8	Crushed Surfacing Top/Base Course	2400	TN	\$ 45	\$ 108,000
9	HMA	1500	TN	\$ 200	\$ 300,000
10	Driveway approach	125	TN	\$ 250	\$ 31,250
11	Cement Conc. Traffic Curb and Gutter	575	LF	\$ 75	\$ 43,125
12	Geotextile for Separation in Bioswale	450	SY	\$ 3	\$ 1,350
13	Bioswale Planting	1	LS	\$ 50,000	\$ 50,000
14	RRFB	3	EA	\$ 20,000	\$ 60,000
15	Crosswalk/ Striping	5	LS	\$ 4,500	\$ 22,500
16	Striping/Stop Bars	400	LF	\$ 5.00	\$ 2,000
17	Permanent Signing/ Wayfinding signs	5	LS	\$ 2,500	\$ 12,500
Subtotal (Construction Costs)					\$ 933,575
Construction Management (15%)					\$ 140,036
Contingency (15%)					\$ 93,358
Sales Tax (Exempt)					\$ 110,862
Total Construction Budget					\$ 1,277,831



