

**City Of Woodland
City Council Meeting Agenda Summary Sheet**

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| Agenda Item: Authorize Mayor to sign Resolution #625 – Scott Avenue Reconnection Project. | Agenda Item #: <u>Action (D)</u> For Agenda of: <u>January 22, 2013</u> Department: <u>Public Works</u> Date Submitted: <u>January 16, 2013</u> |
|---|--|

| | |
|----------------------------|--------------------|
| Cost of Item: | <u>\$2,000,000</u> |
| Amount Budgeted: | <u>\$2,000,000</u> |
| Unexpended Balance: | <u>\$2,000,000</u> |

| |
|--|
| BARS #: NA Description: Scott Avenue Reconnection Study |
|--|

Department Supervisor Approval: Public Works Department /s/ *Bart Stipp*
Committee Recommendation: Public Works Committee approved moving this project to City Council for approval 3-0 at the January 8th, 2013 Meeting.

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Resolution #625
- 2) Scott Avenue Reconnection Local Agency Agreement
- 3) Scott Avenue Reconnection Project Prospectus
- 4) Scott Avenue Reconnection Letter of Understanding for Project Administration
- 5) July 10, 2012 WSDOT Letter Authorizing Funding
- 6) City of Woodland Scott Avenue Reconnection Alternatives Analysis
- 7) Scott Avenue Reconnection Project Preliminary Engineering Cost Estimate

Summary Statement/Department Recommendation:

City Councils must pass a resolution or ordinance to obligate federal grant funds for projects and allow the mayor to sign the necessary documents. Resolution #625 authorizes that obligation in addition to approving the Scott Avenue Reconnection Project to move forward.

In the July 10, 2012 funding letter the WSDOT asked the City to review previous transportation studies and confirm the Scott Avenue Reconnection Project was what the City wanted to pursue with this funding. The attached City of Woodland Scott Avenue Reconnection Alternatives Analysis done by City Staff is attached. The Public Works Committee reviewed that analysis and voted to approve the recommendation of that analysis which was to move forward with the Scott Avenue Reconnection Project.

Staff recommends passage of this resolution. This resolution will allow the mayor to sign the Local Agency Agreement, Project Prospectus, and Letter of Understanding for Project Administration required by the WSDOT so the project can begin. With passage of this resolution, the City intends to issue the Request for Proposal for consultants to complete this project in early February.

RESOLUTION NO. 625

A RESOLUTION of the City Council of the City of Woodland approving the Scott Avenue Reconnection Project.

WHEREAS, the 2008 Woodland Transportation Infrastructure Strategic Plan identified a third crossing of I-5 at Scott Avenue as the preferred alternative to improving east-west traffic flow in Woodland; and

WHEREAS, in 2012 the Washington State Legislature provided \$2,000,000 in Federal Funding from the Supplemental Transportation Budget to fund completion of NEPA/SEPA Documentation and preliminary engineering for the Scott Avenue Reconnection Project; and

WHEREAS, the City received a July 10, 2012 letter from the Washington State Department of Transportation stating that no local match was required to receive the \$2,000,000 in funding; and

WHEREAS, the Public Works Committee approved on January 7, 2013 to forward to City Council for approval of the Scott Avenue Reconnection Alternatives Analysis to begin the project; and

WHEREAS, a letter of understanding for Project Administration needs to be signed between the City of Woodland and the Highways and Local Programs division of the Washington State Department of Transportation; and

WHEREAS, a resolution passed by the City Council is required to allow the City of Woodland to sign the Local Agency Agreement with the Washington Department of Transportation which allows for obligation of the \$2,000,000 in funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the Mayor has been authorized to sign the Local Agency Agreement, Local Agency Federal Aid Project Prospectus, and Letter of Understanding for Project Administration for the Washington State Department of Transportation in order to obligate the \$2,000,000 in allocated funds and begin the project.

PASSED this 22nd day of January, 2013.

CITY OF WOODLAND

Grover B. Laseke, Mayor

ATTEST:

Mari E. Ripp, Clerk/Treasurer

APPROVED AS TO FORM:

William Eling, City Attorney

Local Agency Agreement

Agency City of Woodland
 Address PO Box 9
Woodland, WA 98674

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Scott Avenue Reconnection Length TBD
 Termini West Scott Avenue and East Scott Avenue

Description of Work

Environmental documentation and preliminary engineering necessary to receive approval for Scott Avenue Reconnection Project. Project will include alternatives analysis, NEPA/SEPA documentation, public outreach, and completion of an IJR if needed.

| Type of Work | Estimate of Funding | | |
|---|---|----------------------------------|-----------------------------------|
| | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| PE | | | |
| 100 % a. Agency | 50,000.00 | | 50,000.00 |
| b. Other | 1,920,000.00 | 0.00 | 1,920,000.00 |
| c. Other | | | |
| Federal Aid Participation Ratio for PE d. State | 30,000.00 | | 30,000.00 |
| e. Total PE Cost Estimate (a+b+c+d) | 2,000,000.00 | | 2,000,000.00 |
| Right of Way | | | |
| % f. Agency | | | |
| g. Other | | | |
| h. Other | | | |
| Federal Aid Participation Ratio for RW i. State | | | |
| j. Total R/W Cost Estimate (f+g+h+i) | | | |
| Construction | | | |
| k. Contract | | | |
| l. Other | | | |
| m. Other | | | |
| n. Other | | | |
| % o. Agency | | | |
| Federal Aid Participation Ratio for CN p. State | | | |
| q. Total CN Cost Estimate (k+l+m+n+o+p) | | | |
| r. Total Project Cost Estimate (e+j+q) | 2,000,000.00 | | 2,000,000.00 |

Agency Official

Washington State Department of Transportation

By _____

By _____

Title Grover B. Laseke

Director of Highways and Local Programs

Mayor, City of Woodland

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on
 _____ January 22 _____, 2013 _____, Resolution/Ordinance No. _____ 625 _____

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.

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

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

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

1. Project Construction Costs

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

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

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

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

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

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

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

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

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



| | | | | | |
|-----------------------------|--|-------------------------|-----|---|------------|
| Prefix | | Route | () | Date | 1/14/2013 |
| Federal Aid Project Number | | | | Central Contractor Registration Exp. Date | 6/12/2013 |
| Local Agency Project Number | | (WSDOT Use Only) | | Federal Employer Tax ID Number | 91-6001533 |

| | | | | | |
|--|-----------------------------|--|--|---------------------------|----------------------------------|
| Agency City of Woodland | | Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other | | | |
| Project Title Scott Avenue Reconnection | | Start Latitude | N 45 54 53 | Start Longitude | W122 44 55 |
| | | End Latitude | N45 54 56 | End Longitude | W122 44 51 |
| Project Termini From -- To West Scott Avenue East Scott Avenue | | Nearest City Name Woodland | | Project Zip Code 98674 | |
| From: | To: | Length of Project TBD | Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad | | |
| Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others | | City Number 1470 | County Number 08 | County Name Cowlitz | WSDOT Region Southwest Region |
| Congressional District 3 | Legislative Districts 18 | Urban Area Number N/A | TMA / MPO / RTPO SWRTPO | | |

| Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date | |
|--------------|--|--|---|------------------|------|
| | | | | Month | Year |
| P.E. | \$2,000,000 | \$0 | \$2,000,000 | April | 2013 |
| R/W | | | | | |
| Const. | | | | | |
| Total | \$2,000,000 | \$0 | \$2,000,000 | | |

Description of Existing Facility (Existing Design and Present Condition)

| | |
|-------------------------------|-------------------------------------|
| Roadway Width New Facility | Number of Lanes To be determined |
|-------------------------------|-------------------------------------|

There currently is not a connection between West and East Scott Avenues as I-5 runs between them.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Environmental documentation and preliminary engineering necessary to receive approval for Scott Avenue Reconnection Project. Project will include alternatives analysis, NEPA/SEPA documentation, public outreach, and completion of an IJR if needed.

| | | |
|---|--------------------------------|-----------------------|
| Local Agency Contact Person Bart Stepp | Title Public Works Director | Phone 360-225-7999 |
| Mailing Address PO Box 9 | City Woodland | State WA |
| | | Zip Code 98674 |

Project Prospectus Approval

By _____
Title Mayor

Approving Authority _____
Date _____

| | | |
|----------------------------|--|-------------------|
| Agency City of Woodland | Project Title Scott Avenue Reconnection | Date 1/14/2013 |
|----------------------------|--|-------------------|

| Type of Proposed Work | | |
|---|---------------|-----------------|
| Project Type (Check all that Apply) | Roadway Width | Number of Lanes |
| <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" 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 | TBD | TBD |

| Geometric Design Data | | |
|--|---|---|
| Description | Through Route | Crossroad |
| Federal Functional Classification | <input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access | <input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access |
| Terrain | <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain | <input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain |
| Posted Speed | 25 | |
| Design Speed | 25 | |
| Existing ADT | 5,600 | |
| Design Year ADT | 16,700 | |
| Design Year | 2025 - From 2008 Transportation Plan | |
| Design Hourly Volume (DHV) | 2,510 | |

| 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"/> Final <input checked="" type="checkbox"/> Preliminary | |
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement | <input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input 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 Agreement | |

Environmental Considerations
 This project consists of preliminary engineering and environmental documentation only. No construction will be completed as part of this project.

| | | |
|----------------------------|--|-------------------|
| Agency City of Woodland | Project Title Scott Avenue Reconnection | Date 1/14/2013 |
|----------------------------|--|-------------------|

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

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 No Right of Way or utility relocation is required as part of this preliminary engineering 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 Woodland

Date _____

By _____
 Mayor/Chairperson

Letter of Understanding for Project Administration

September 27, 2012

City of Woodland
230 Davidson Ave
Woodland WA 98674

F.A. No. unassigned
Scott Avenue Reconnection
Letter of Understanding for Project Administration

Attn.: Grover Laseke
Mayor

Dear Mr. Laseke:

Washington State Department of Transportation Highways & Local Programs (Local Programs) is to define, for projects utilizing Federal funding, the responsibilities for grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimate, 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.

The City of Woodland (AGENCY), operating under an extension of Local Programs Certification Acceptance (CA) authority, shall administer this project entirely in accordance with the Local Agency Guidelines (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 or repayment of Federal funds.

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

STATE
WA State Department of Transportation
Ken Hash, Local Programs Engineer
11018 NE 51st Circle
Vancouver WA 98682
(360) 905-2215
Hashk@wsdot.wa.gov

AGENCY
City of Woodland
Bart Stepp, Public Works Director
300 East Scott Avenue
Woodland, WA 98674
(360) 225-7999
SteppB@ci.woodland.wa.us

All formal submittals outlined herein, either from the STATE or the AGENCY, will be sent through the designated CA Manager.

- 2) All costs that exceed the amounts authorized in the Local Agency Agreement shall be the responsibility of the AGENCY.

Letter of Understanding for Project Administration

- 3) The AGENCY shall obtain written approval from the LPE for the solicitation and subsequent selection process of a Consulting firm for Preliminary Engineering, Right of Way and Construction Engineering or other Professional services. In addition, the AGENCY shall obtain written approval from the LPE of the Consulting Engineering Agreement prior to execution per LAG chapter 31.
- 4) Contract plans, specifications and cost estimates (PS&E) shall be prepared in accordance with the LAG to conform to the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, including Local Agency (APWA) GSPs, and amendments thereto, and adopted design standards. The LPE will review and approve in writing the PS&E for compliance with the LAG.
- 5) A Professional Engineer licensed in the State of Washington must stamp any requested deviation from legally required design standards. The AGENCY shall submit any requested design deviation to the LPE for further processing and approval.
- 6) The AGENCY shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit NEPA documentation to the LPE for further processing and approval per LAG chapter 24. The AGENCY shall be responsible for obtaining all required permits and approvals.
- 7) No Right of Way (R/W) action shall proceed until the AGENCY obtains approval from the LPE and contacts the Local Agency Right of Way Coordinator. The AGENCY shall follow current R/W procedures as described in LAG chapter 25. All acquisitions of R/W including construction easements, donations, permits, etc. shall be certified by the AGENCY and the STATE.
- 8) The AGENCY shall forward the proposed advertisement for bids to the LPE for approval. Upon written approval, the AGENCY may begin advertisement for bids per LAG chapter 46.
- 9) Any pre-award issues affecting the quality and timing of the contract shall be resolved by the AGENCY under the direction of the LPE. Any required addenda to the contract documents shall be approved by the LPE.
- 10) The AGENCY shall notify the LPE of the Bid Opening date and time. The AGENCY shall transmit to the LPE, the Engineer's Estimate and Bid Tabulations along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon approval by the LPE, the AGENCY may Award the Contract to the lowest responsive bidder per LAG chapter 46.
- 11) Upon the AGENCY's execution of the contract for construction, the AGENCY 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 per LAG chapter 52.

Letter of Understanding for Project Administration

- 12) Any change to the contract shall be documented by Change Order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4. The AGENCY Project Manager shall initiate, negotiate, and document all Change Orders. Prior to obtaining the contractor signature the AGENCY Project Manager shall provide a copy of the Change Order to the LPE for review. The Change Order shall be sent to the LPE for final signature.

- 13) The AGENCY shall request the LPE to inspect the project prior to providing the "punch list" to the Contractor per LAG chapter 53.

Signature below constitutes concurrence with this Letter of Understanding.

CITY OF WOODLAND

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Grover Laseke
Mayor

By: _____
Ken Hash, P.E.
Local Programs Engineer

Date: _____

Date: _____



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

July 10, 2012

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Mr. Steve Branz
Public Works Director
City of Woodland
PO Box 9
Woodland, Washington 98674-0009

RECEIVED
JUL 13 2012

**2012 Supplemental Transportation Budget
Federal Funding**

CITY OF WOODLAND

Dear Mr. Branz: *elb*

WSDOT is pleased to advise you that in the 2012 Supplemental Transportation Budget the following project was selected to receive additional federal funding. The federal funding is limited to:

Scott Avenue Reconnection

\$2,000,000

Scope: Re-evaluate completed studies within the Scott Avenue Reconnection project vicinity to identify and prioritize the local transportation system options and costs for the most efficient movement of traffic. Upon completion of local transportation priorities, identify and proceed with the necessary environmental documentation and preliminary engineering for the project(s) that can be delivered within the federal funds available.
Note: Per federal regulations, 23 CFR 630.112 requires the project to be constructed or the city will repay the federal funds. **These federal funds are available at 100 percent and require no local match.**

In order to meet the state and federal requirements, the following are required:

- Project funding packages must include the following new federal mandatory information or your project cannot be authorized:
 - ✓ **Central Contractor Registration (CCR) expiration date.** This new federal mandatory requirement that all local agencies receiving any federal funds must be registered in the Central Contractor Registration (CCR) at <https://www.bpn.gov/ccr/default.aspx>. Agency's must have a DUNS number to register in the CCR. In addition, all agencies must update/renew their registration annually to maintain an active status. It is essential your agency review the information on the website to ensure authorization of your project is not delayed.
 - ✓ **Place of performance:**
 - Nearest (city) – provide the name of the nearest city to where the work is located. For projects that span multiple locations, provide the name of the city where the majority of the work is located.
 - 9 digit Zip Code – provide the zip code where the majority of the work is located.
- Project must be obligated by **May 1, 2013.**

Steve Branz
Public Works Director
City of Woodland
2012 Supplemental Transportation Budget Federal Funding
July 10, 2012

- Quarterly Project Report is required to be completed by the end of March, June, September and December, to maintain funding. The on line database can be found at the following website:
<http://www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/QPR.htm>. To access the database your account name is [REDACTED] and password is [REDACTED] (the password is case sensitive).

To obligate funding for the project, please refer to the information above and your Local Agency Guidelines (LAG) manual for additional information. Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP). Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP).

Project expenditures incurred before receiving notice from H&LP of federal fund obligation are not eligible for reimbursement. As a reminder, H&LP encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance please contact Ken Hash, your Region Local Programs Engineer, at 360.905.2215.

Sincerely,



Kathleen B. Davis
Director
Highways & Local Programs Division

KBD:st:sas

cc: Ken Hash, Southwest Region Local Programs Engineer
Rosemary Siipola, Transportation Planner, CWCOG

January 2013



City of Woodland

Scott Avenue Reconnection

Alternatives Analysis

Bart Stepp, PE
Public Works Director
City of Woodland
Public Works Department
PO Box 9
Woodland, WA 98674
360-225-7999

Introduction

In 2012 the Washington State Legislature approved a \$2,000,000 grant to the City of Woodland for the Scott Avenue Reconnection Project and assigned the Washington State Department of Transportation (WSDOT) to administer the grant. In July of 2012 the City received an award letter from WSDOT stating the \$2,000,000 would be coming from federal funds and that no match would be required.

The letter from WSDOT asked the City to re-evaluate previous completed transportation studies to confirm the Scott Avenue Reconnection was the project the City wanted to pursue or whether the City wanted the grant money to be spent on another project.

This report reviews the alternatives in the 2008 Transportation Infrastructure Strategic Plan (TISP), provides a recommendation to pursue the Scott Avenue Reconnection Project, and explains why this project is the preferred alternative.

Preferred Alternative to Relieve Congestion on I-5/SR 503 Interchange

The worst congestion in Woodland is at the four intersections at the I-5/SR 503 interchange. These intersections are going from west to east Buckeye/Goerig, SR 503/Pacific/I-5 Southbound on ramp, SR 503/Atlantic/Northbound off ramp, and SR 503/CC Street. The 2008 Transportation Infrastructure Strategic Plan (TISP) looked at various alternatives to relieving existing congestion at these intersections and providing increased capacity for future growth.

The preferred alternative selected in the 2008 TISP to deal with this congestion consisted of several different projects that when all completed, would provide the increased capacity needed for future growth. Table 1 lists the project names, a description of the project, and the estimated cost for each project.

Table 1 – 2008 TISP Preferred Alternative Project List

| Project Name | Description | Cost |
|------------------------------|---|--------------|
| Scott Avenue Reconnection | I-5 Undercrossing and signals at Pacific and Atlantic | \$33,100,000 |
| Scott/Old Pacific Intersect. | Signalize Intersection, realign streets | \$2,000,000 |
| I-5 at SR 503 | Relocate CC Street connection to A Street, signalize Buckeye/Goerig, add eastbound lane to SR 503 from Atlantic to A Street | \$8,900,000 |
| Total Cost | | \$44,000,000 |

Improvement Alternatives to I-5/SR 503 Interchange without Scott Avenue Reconnection

The 2008 TISP also looked at a bunch of other alternatives to relieve this congestion without a Scott Avenue Reconnection. Three of those alternatives were analyzed and reviewed in detail. The alternatives reviewed, a description, and the 2008 cost are provided in Table 2.

The other alternatives studied were all lower in cost than the preferred alternative. Alternative 2B is an order of magnitude cheaper than the preferred alternative because it does not require any new crossing of I-5 like the other alternatives. Alternative 3B would require a widening of the existing undercrossing. Alternative 5 would require a new undercrossing just south of the existing undercrossing.

Table 2 – 2008 TISP I-5 at SR 503 Alternatives not selected as preferred project

| Alternative Name | Description | Cost |
|------------------|--|--------------|
| No-Build | Existing transportation system. | \$0 |
| 2B | Construct multi-lane roundabouts west and east of I-5, realign Lakeshore, restricted stop control at Buckeye | \$4,000,000 |
| 3B | Widen SR 503 through interchange, add signal at Buckeye, close CC and reroute to A Street | \$30,000,000 |
| 5 | Construct one-way couplet with signalized intersections | \$21,000,000 |

Comparison of Levels of Service at I-5/SR 503 provided by the 4 alternatives

Based on the analysis done in the 2008 TISP, the preferred alternative and alternatives 2B, 3B, and 5 would provide varying levels of acceptable service through the I-5/SR 503 Interchange Area in the year 2025. All 4 intersections would have a failing level of service in 2025 in the no-build option.

Table 3 provides levels of service of the existing conditions in 2007, and the four improvement alternatives in 2025. Level of Service (LOS) is based on grades of A-F with F a failing level of service. An acceptable LOS at signalized intersections or roundabouts is E or better.

Table 3 – LOS for Existing Conditions and 2008 TISP Improvement Alternatives

| Intersection | 2007 Existing Conditions | 2025 LOS and Delay (seconds) for the 4 alternatives | | | |
|-------------------|--------------------------|---|---------------|---------------|----------------------|
| | | Preferred (Scott) | 2B | 3B | 5 |
| I-5 SB On-Ramp | B – 17.3 sec. | C – 23.7 sec. | C – 20.2 sec. | C – 34.6 sec. | B – 14.5 sec. |
| I-5 NB Off-Ramp | D – 51.3 sec. | D – 53.9 sec. | B – 18.8 sec. | D – 33.6 sec. | B – 14.0 sec. |
| Buckeye/Goerig | F – 80+ sec. | B – 12.3 sec. | E – 46.5 sec. | B – 17.4 sec. | B – 13.1 sec. |
| SR 503 @ CC or A* | C – 20.3 sec. | C – 29.0 sec. | B – 18.8 sec. | C – 24.5 sec. | A – 9.5 sec. |

* In the preferred alternative and options 3B and 5 Lewis River Bridge traffic connects with SR 503 at A Street. In option 2B this traffic connects with SR 503 at CC Street and combines with the I-5 NB Off-Ramp intersection.

Based on LOS at the I-5/SR 503 Area, Alternative 5 provides the best service for this interchange. The preferred alternative has a better LOS at the Buckeye/Goerig Intersection but substantially worse LOS at the remaining intersections. Alternatives 2B and 3B provide lower LOS than Alternative 5 at all intersections but 2B is better than 3B for 3 of the 4 intersections.

The preferred alternative in 2025 will provide similar or worse LOS to our existing conditions at 3 of the 4 intersections while providing improved service to the Buckeye/Goerig Intersection. Considering the LOS of D to the NB Off-Ramp in 2025, additional improvements like a couplet or roundabouts would still be needed beyond 2025 to provide acceptable service. Additional improvements in the future would not be anticipated for Alternative 5.

Benefits of Scott Avenue Reconnection besides I-5/SR 503 Interchange

Whereas Options 2B, 3B, and 5 provide improved levels of service only at the I-5/SR 503 Interchange area, the Scott Avenue Reconnection provides benefits to the I-5/Dike Road Interchange as well. The 2008 TISP indicates that in 2025, a Scott Avenue Reconnection would reduce traffic at the I-5/Dike Road Interchange by 50% and the I-5/SR 503 Interchange by 30%. This diversion in turn would improve operations at intersections like Old Pacific Highway/Green Mountain Road and Davidson Ave/5th Street because of the shift in traffic.

Other benefits the Scott Avenue Reconnection provides that I-5/SR 503 Improvements do not:

- Provide better access to the middle of the City for police and fire vehicles.
- Improve Industrial Area connections to the east side of the City and northbound I-5.
- Improve connections to the commercial area on Atlantic from the residential eastside.
- Provide another route for school buses crossing I-5.

Recommendations

If the only consideration was the level of service at the I-5/SR 503 Interchange Alternative 5, the one way couplet, would be the best alternative. This alternative provides substantially better service at the Interchange for half the cost of the Scott Avenue Reconnection Alternative. If funding becomes extremely limited then the multi-lane roundabouts would be the preferred alternative. With the \$2,000,000 grant the City has now, the City could complete design, ROW, and maybe even construct one of the roundabouts.

The Scott Avenue Reconnection is about more than just the I-5/SR 503 Interchange though. The third crossing provides system wide benefits to the transportation system, residents, and businesses. The \$44,000,000 estimated cost in 2008 dollars, however, is substantial. That cost also does not include a railroad grade separation project at Scott west of I-5 that would provide better service to the Industrial Area. The cost estimate for that project in the 2008 TISP was an additional \$18,500,000. While one focus of the Scott Avenue Connection Study should be to look at alternatives that will reduce the cost of this project and make it more viable for full funding, the alternative of a third crossing at Scott Avenue is still the preferred alternative.

Scott Avenue Reconnection Project PE Cost Estimate

Date Printed: 1/15/2013

Documented Cost Estimate for completing Preliminary Engineering Work Including NEPA/SEPA, IJR, and alternatives analysis.

Prepared for: City of Woodland, WA

Prepared by: Bart Stepp, PE, Public Works Director

| Item # | Description | Unit | Unit Price | Contract Total |
|--------|--|--------|--------------|---------------------|
| 1 | RFP ADVERTISEMENT COSTS | LS | \$ 2,500.00 | 2,500.00 |
| 2 | Preliminary Survey | % Est. | 3.60% | 72,000.00 |
| 3 | Alternatives Analysis | % Est. | 15.00% | 300,000.00 |
| 4 | Public Outreach | % Est. | 6.40% | 128,000.00 |
| 5 | Geotechnical Investigation | % Est. | 6.00% | 120,000.00 |
| 6 | Environmental Studies | % Est. | 5.00% | 100,000.00 |
| 7 | NEPA/SEPA Documentation | % Est. | 25.00% | 500,000.00 |
| 8 | Interchange Justification Report (IJR) Documentation | % Est. | 25.00% | 500,000.00 |
| 9 | Preliminary Engineering | % Est. | 10.00% | 200,000.00 |
| 10 | PRINTING AND SUPPLIES FOR CITY | LS | \$ 3,500.00 | 3,500.00 |
| 11 | CITY OF WOODLAND STAFF TIME | LS | \$ 44,000.00 | 44,000.00 |
| 12 | WSDOT REVIEW COSTS | LS | \$ 30,000.00 | 30,000.00 |
| | | | | 2,000,000.00 |

Bart Stepp

1/15/2013

Bart Stepp, PE Public Works Director Date