

# Authorization Package Checklist

Agency: Kitsap County  
 Project Title: Ridgetop - Mickelberry to Myhre  
 Fed Aid/State Project #: \_\_\_\_\_

By Phase (check all that apply)

Funding Request	PL	PE	RW	CN	Local Included?	Regior Check
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Increase/Decrease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Project Prospectus** Form# 140-101 Rev 04/2015

Are all three pages included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the project description written such that the project scope is clear to all?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pages 1 and 3 signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is page 1 signed by a CA Agency? If not, indicate which Agency will serve as CA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>CA Agency: <u>Kitsap County</u></b>		
Are the Latitude and Longitudes included and correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are Congressional and Legislative Districts filled out and correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project Zip Code includes the +4?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are estimated costs included for all phases of the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the Functional Classification and Urban/Rural designation correct?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the Right of Way, Utilities, and Railroad sections filled out?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Typical Sections & Vicinity Map**

Are the Vicinity Map(s) and Roadway Section(s) included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the project limits clearly marked on the map?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the section include all elements, with dimensions, of the roadway prism?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are section changes, if applicable, throughout the project limits noted/displayed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**STIP/Funding Documentation**

Is the currently approved STIP page included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does STIP information (termini, description, etc.) match the LAA and Prospectus?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are phases being authorized included in the STIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is funding from all requested programs shown in the STIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the requested funds supported by the STIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If funded through a HQ managed program (ex. Bridge, Demo), is the award letter included?	<input type="checkbox"/>	<input type="checkbox"/>

**Local Agency Agreement** LA form# 140-039, Supp form# 140-041, State form#140-087, State Supp form# 140-087a

Is at least one LAA or LAA supplement with an original signature included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current form used? (check revision date at bottom left) <b>LA 03/19 Supp 03/19 State 03/15 State Supp 03/16</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All pages of Agreement included? <b>LA - 5 pages, Supp - 2 pages, State - 2 pages, State Supp 1 - page</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the Agency information, <b>Project #, LAA #, Supplement #, &amp; date of original agreement execution</b> correct?		
Project # <input style="width: 100px;" type="text"/>	Local Agency Agreement # <input style="width: 100px;" type="text"/>	
Supplement # <input style="width: 100px;" type="text"/>	Date of Original Agreement execution <input style="width: 100px;" type="text"/>	
Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the reason for supplement accurate and up to date?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Project Agreement End Date (month, day, and year) included? Does it follow LAG guidance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
When not authorizing a new phase, is the end date the same as shown on the previous agreement?	<input type="checkbox"/>	<input type="checkbox"/>
If not, is adequate justification (see LAG 22.3) included to support changing the end date?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Advertisement Date (month, day, and year) included? Is it within 6 weeks of estimated CN authorization?	<input type="checkbox"/>	<input type="checkbox"/>
If the indirect cost rate box is checked 'Yes', is the rate provided in the funding package?	NO	<input type="checkbox"/>
If being claimed, note the Indirect Cost Rate in SPORT in the FAPA statement.		
If corrections made, are they initialed? If made by WSDOT is permission from Agency provided?	<input type="checkbox"/>	<input type="checkbox"/>
Are funding amounts calculated correctly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the federal aid participation ratios correct, and are the requested federal amounts being maximized?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# Authorization Package Checklist

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 Project Title: Ridgetop - Mickelberry to Myhre  
 Fed Aid/State Project #: \_\_\_\_\_

By Phase (check all that apply)

Funding Request	PL	PE	RW	CN	Included?	Local Check	Region Check
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Increase/Decrease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

**Documented Cost Estimate**

Is a Documented Cost Estimate included for each phase requesting/changing funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are total dollars on the LAA supported by the phase estimates?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the estimate sufficiently demonstrate how the costs were determined?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If historical percentages are used for PE/CE estimates, are the percentages reasonable and supported?		<input type="checkbox"/>	<input type="checkbox"/>

**Right of Way**

If authorizing RW, is a PFE or true cost estimate included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Relocation is marked on Prospectus is Relocation Plan included?		<input type="checkbox"/>	<input type="checkbox"/>
Does the PFE/true cost estimate follow the formats as shown in LAG appendices 25.172 or 25.173?		<input type="checkbox"/>	<input type="checkbox"/>
Does the PFE/true cost estimate support RW amounts shown on the LAA?		<input type="checkbox"/>	<input type="checkbox"/>
If authorizing RW and Relocation is required, is the signature page of the approved Relocation Plan included?		<input type="checkbox"/>	<input type="checkbox"/>
If authorizing CN, is the HQ approved RW Certification included?		<input type="checkbox"/>	<input type="checkbox"/>

**Environmental Documents - NEPA**

Is an approved NEPA package (at least signature page) included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the description of work match the Prospectus/LAA/STIP?		<input type="checkbox"/>	<input type="checkbox"/>
Is the footprint of the project within the limits of the NEPA approval?		<input type="checkbox"/>	<input type="checkbox"/>
Do the NEPA-CE Part 3 RW responses agree with the STIP and Prospectus?		<input type="checkbox"/>	<input type="checkbox"/>
Is the approval date within the last 3 years?		<input type="checkbox"/>	<input type="checkbox"/>
If approval is older than 3 years, has the approval been re-evaluated by the Environmental group?		<input type="checkbox"/>	<input type="checkbox"/>

**DBE Goals**

If the submittal is for CN, is the DBE goal letter/e-mail included, or are the goals in SPORT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If construction by Local Forces, is the approved PIF included or noted in SPORT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PROJECT NOTES (Provide additional information or explanation as necessary)**

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**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	5/16/2019
Federal Aid Project Number			DUNS Number	071855191
Local Agency Project Number		( WSDOT Use Only )	Federal Employer Tax ID Number	91-600-1348

Agency Kitsap County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title Ridgetop - Mickelberry to Myhre	Start Latitude N 47.6541 End Latitude N 47.6545	Start Longitude W -122.6824 End Longitude W 122.6742	
Project Termini From-To Mickelberry Rd. vicinity Sid Uhinck	Nearest City Name Bremerton	Project Zip Code (+4) 98383-8558	
Begin Mile Post 0.32	End Mile Post 0.72	Length of Project .42 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Route ID 6681	Begin Mile Point 0.0	End Mile Point 3.6	City Number County Number County Name 18 Kitsap County
WSDOT Region Olympic Region	Legislative District(s) 23	Congressional District(s) 6	Urban Area Number 09946

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.	\$2,500,00	\$340,000	\$2,160,000	July	2019
R/W	\$1,187,000	\$1,187,000		June	2021
Const.	\$10,030,000	\$10,030,000		April	2023
<b>Total</b>	<b>\$13,717,000</b>	<b>\$11,557,000</b>	<b>\$2,160,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width 32ft to 60ft	Number of Lanes 2 with center turn lane
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Ridgetop Blvd. NW segment is two lanes with center turn lane. Mickelberry Rd. and Myhre Rd. intersections are signaled with one through lane, left turn lane, and right turn lane (Myhre Rd. only).

**Description of Proposed Work**

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

See remarks.

Local Agency Contact Person Gunnar Fridriksson	Title Project Manager	Phone 360-337-4689
Mailing Address 614 Division St., MS-26	City Port Orchard	State WA
	Zip Code 98366	
Project Prospectus	By <i>Gunnar Fridriksson</i> Approving Authority	
	Title <i>Public Works Director</i>	Date <i>7/18/19</i>

Agency Kitsap County	Project Title Ridgetop - Mickelberry to Myhre	Date 5/16/2019
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<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed	<input checked="" type="checkbox"/> Relocation Required
	<input type="checkbox"/> No Relocation	

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

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

To be determined in design.

FAA Involvement

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

Remarks

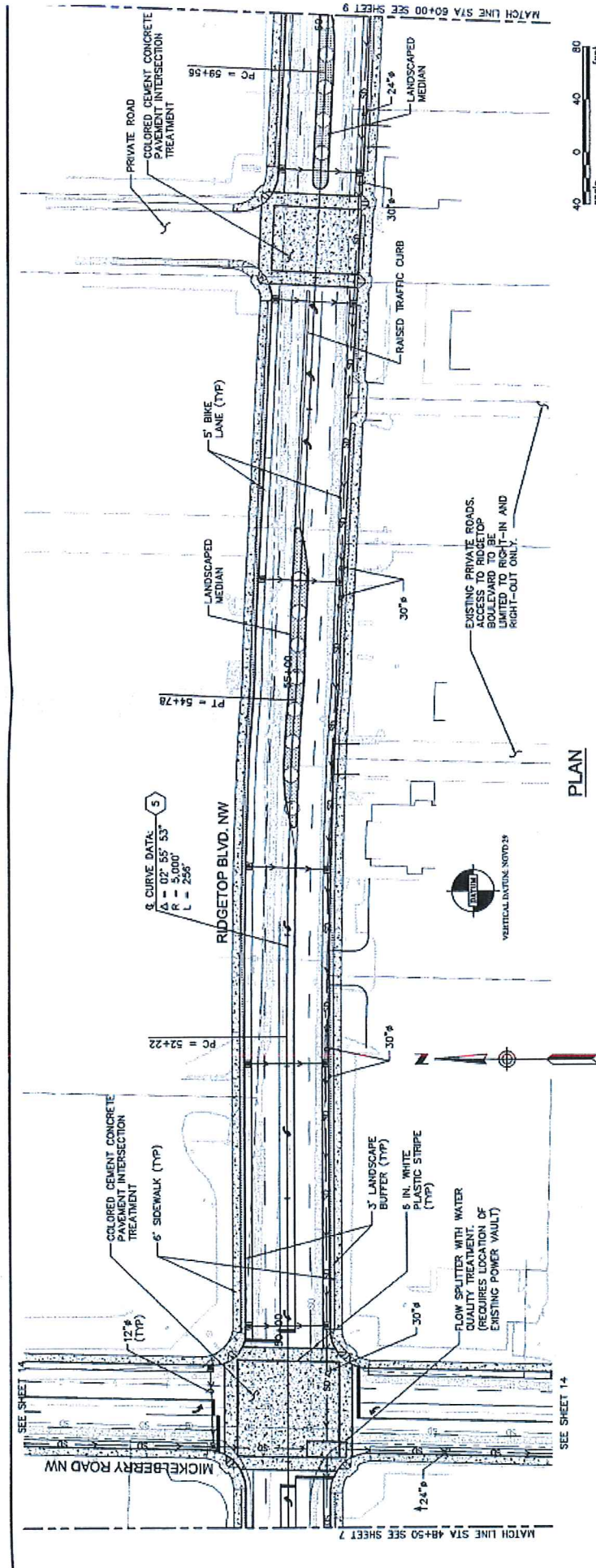
Widen the roadway to 4 travel lanes with divided median, access control, and intersection turn pockets. Reconstruct and widen sidewalks with upgraded ADA facilities. Add bike lane in both directions. The project will explore low stress bike lane designs such as raised bike lanes. Reconstruct the intersections at Mickelberry and Myhre. U-turn capabilities at intersections are anticipated to support access management and traffic flow. The project will explore protected intersection designs for pedestrians and bicycles. A new mid-block intersection will be evaluated to reduce impacts to Myhre Rd. intersection and provide an additional pedestrian crossing point. East of Myhre, a 2nd east-bound lane and uphill bike lane will be added to the vicinity of the new Sid Uhnick Drive alignment.

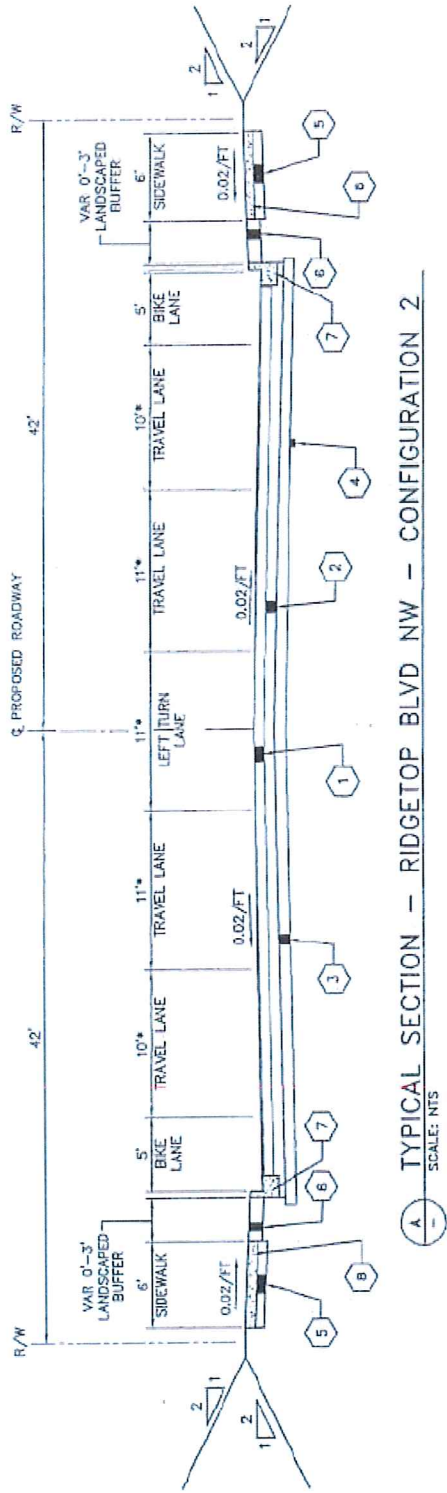
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date 7/8/19 Agency Kitsap County  
 By [Signature] Mayor/Chairperson

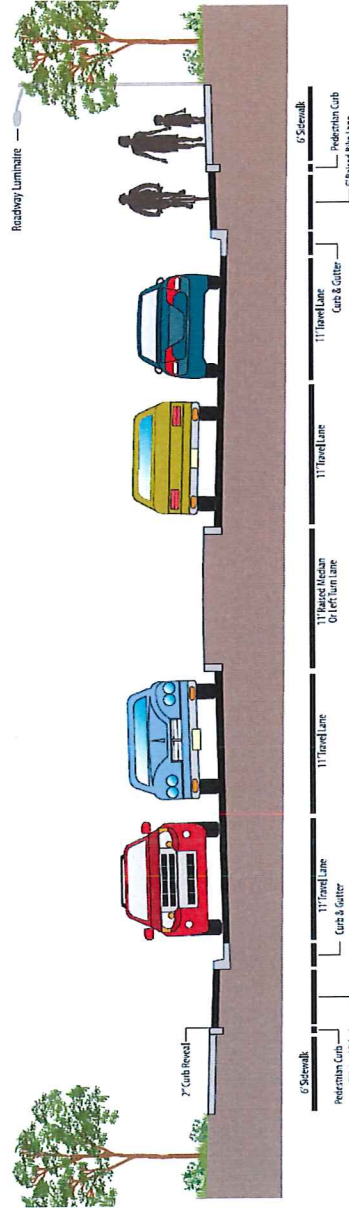
The cross-section will be determined during PE. The typical roadway cross section from Mickelberry to Myhre will: "Widen the roadway to 4 travel lanes with divided median, access control, and intersection turn pockets. Reconstruct and widen sidewalks with upgraded ADA facilities. Add bike lane in both directions."

A 2005 Design Concept showing at-grade bike lane and left-turn lane/median alternating.





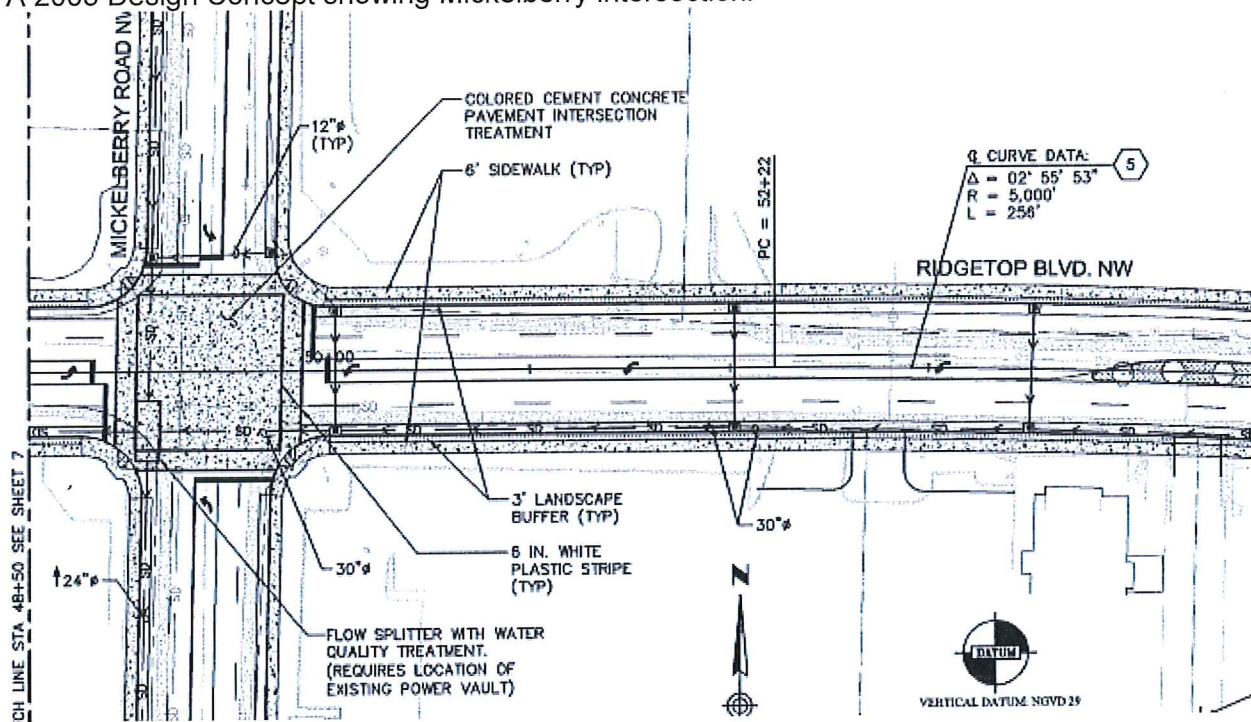
“The project will explore low stress bike lane designs such as raised bike lanes.



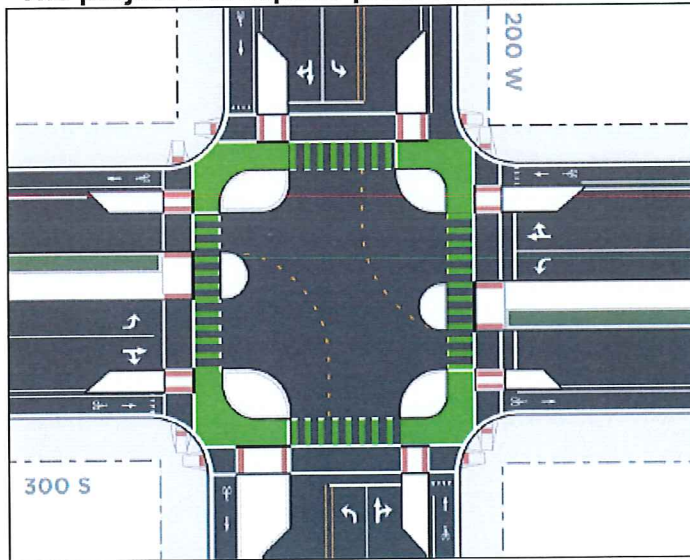
Intersections:

**“Reconstruct the intersections at Mickelberry and Myhre. U-turn capabilities at intersections are anticipated to support access management and traffic flow.”**

A 2005 Design Concept showing Mickelberry intersection.



**“The project will explore protected intersection designs for pedestrians and bicycles.”**

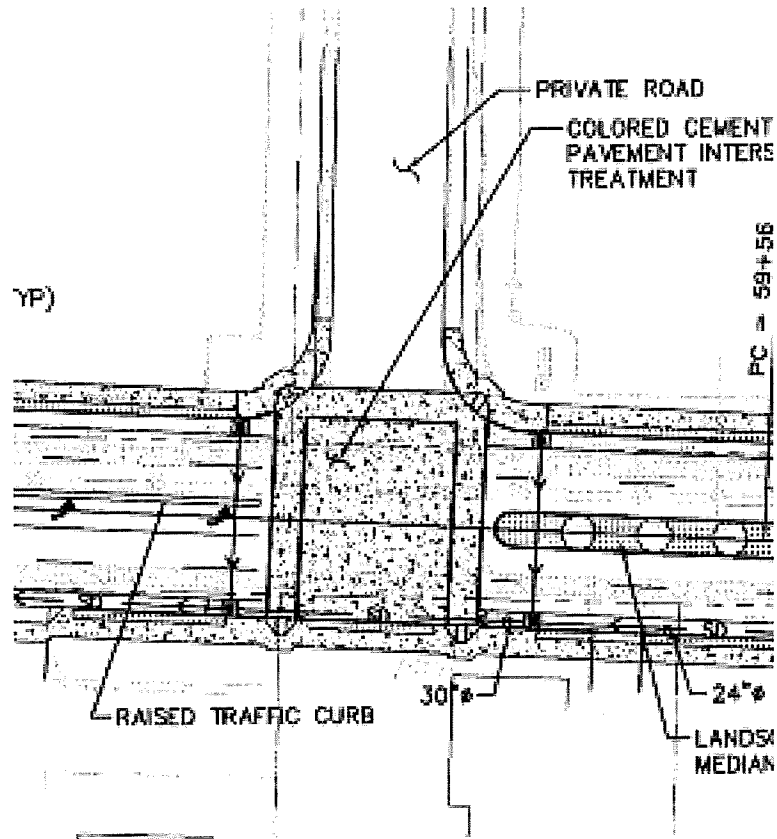


Source: Evolution of the Protected Intersection, 2015 ALTA Planning

**Figure 6. Protected Intersection Example**

**“A new mid-block intersection will be evaluated to reduce impacts to Myhre Rd. intersection and provide an additional pedestrian crossing point.”**

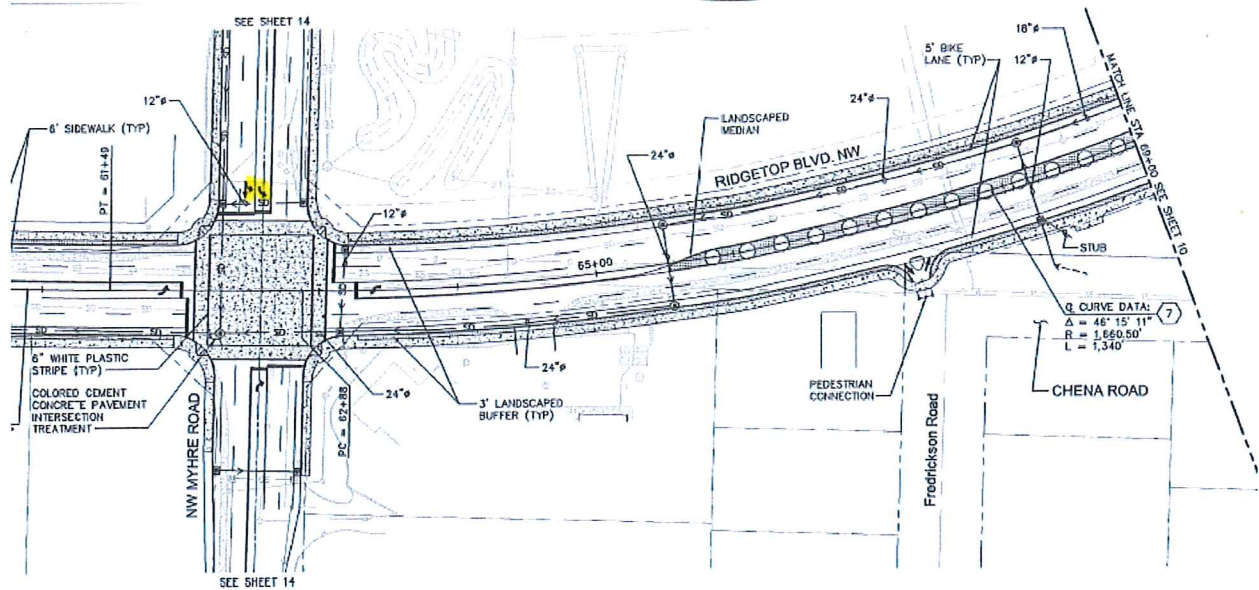
A 2005 Design Concept showing private access intersection.



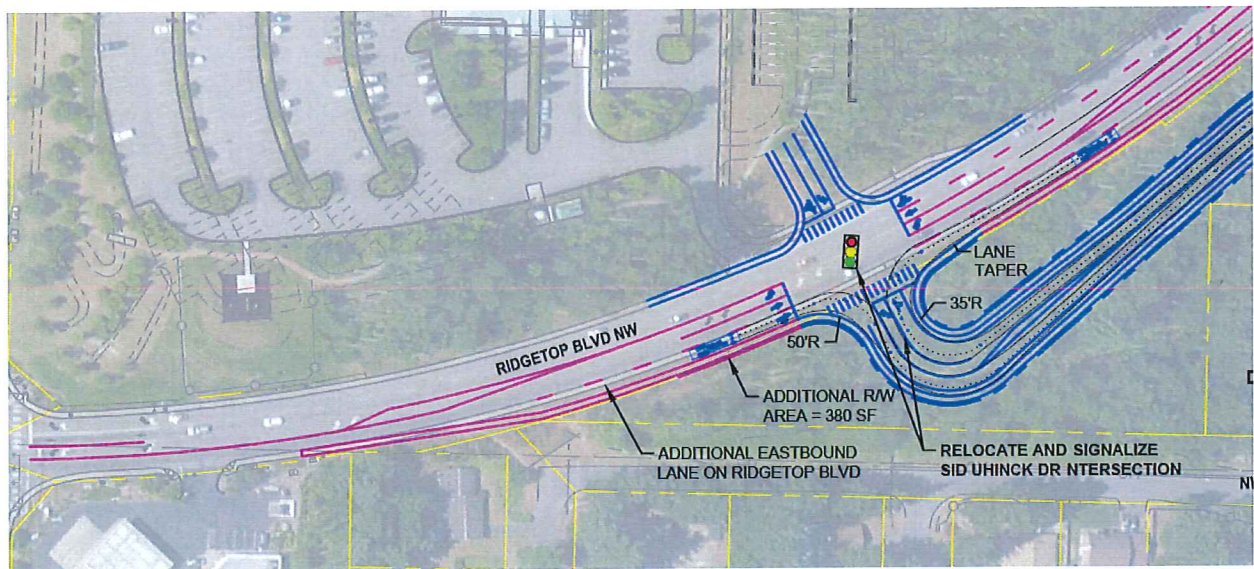


**"West of Myhre, a 2nd east-bound lane and uphill bike lane will be added to the vicinity of the new Sid Uhnick Drive alignment."**

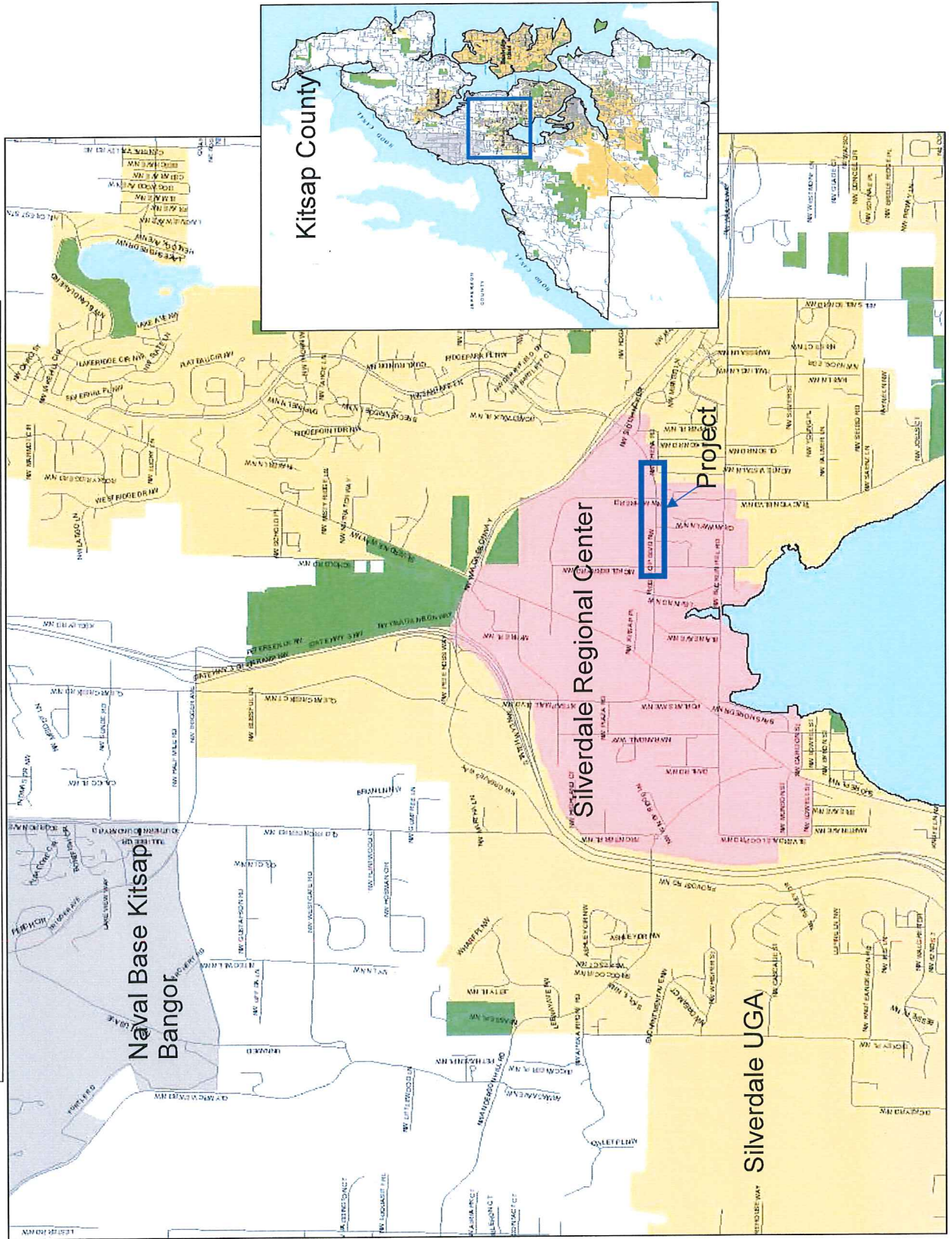
A 2005 Design Concept showing cross section west of Myhre.



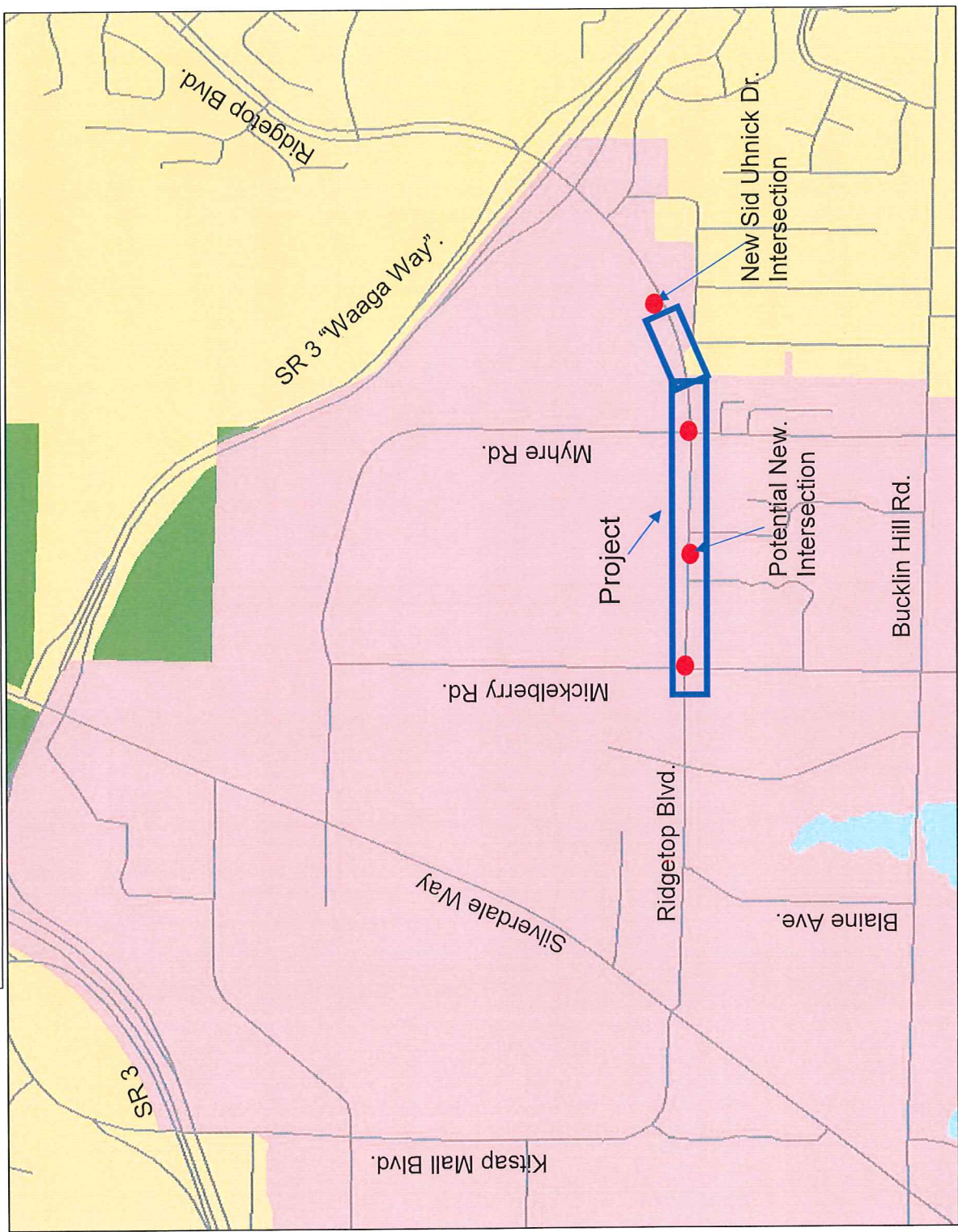
The project termini will interface with developer improvements which will realign the Sid Uhnick intersection to access the new hospital and Silverdale Transfer station. Intersection design is conceptual.



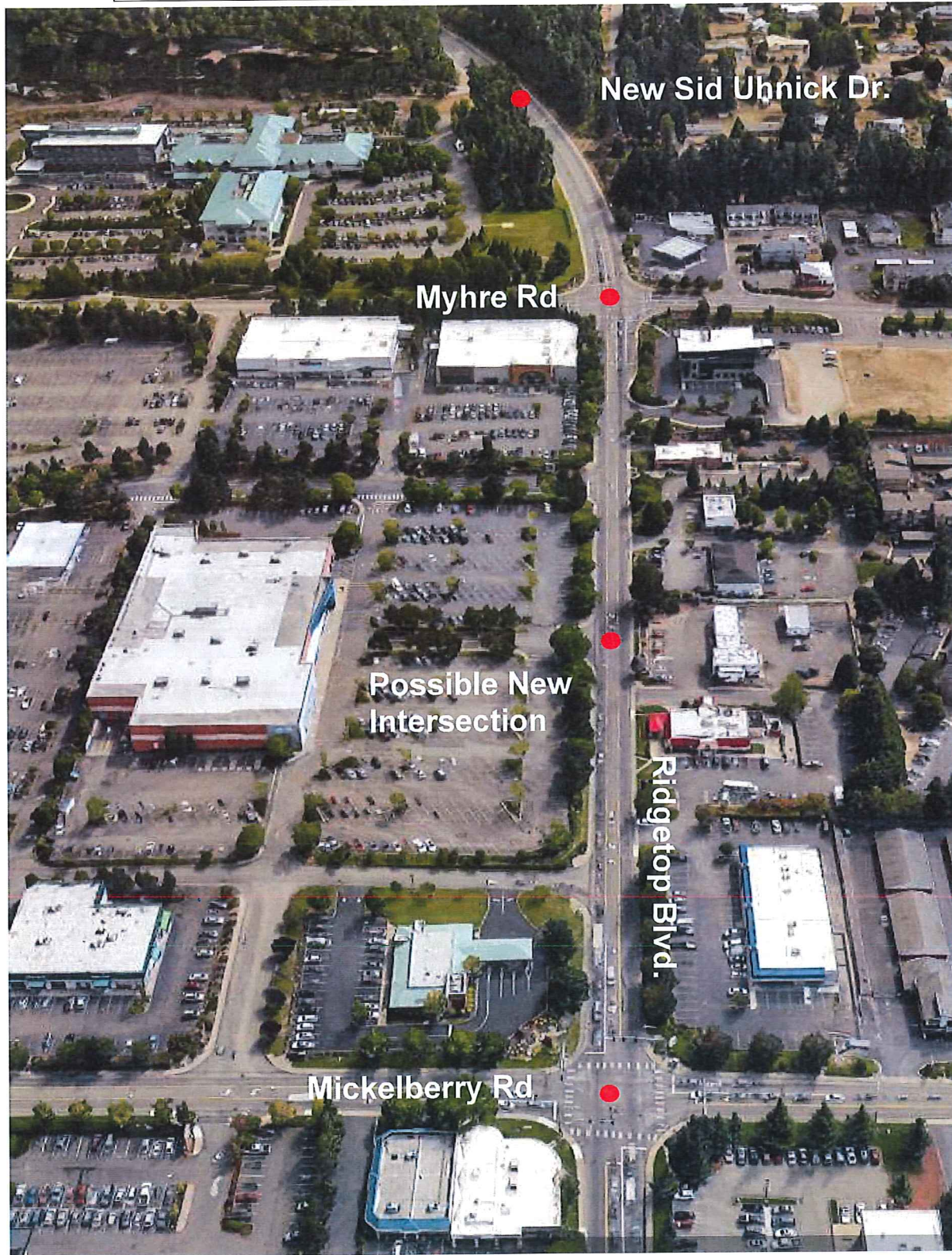
Vicinity Map: "Ridgetop - Mickelberry to Myhre"



Area Map: "Ridgetop - Mickelberry to Myhre"



Aerial Map: "Ridgetop – Mickelberry to Myhre"



Ridgetop – Mickelberry Intersection (Photos: Google Earth)



Ridgetop Blvd.



Ridgetop Blvd. vicinity possible new intersection.



Ridgetop Blvd. – Myhre Rd. Intersection



Ridgetop Blvd. vicinity of new Sid Uhnick Dr. intersection (2019)





# Puget Sound Regional Council

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

October 31, 2018

The Honorable Robert Gelder  
Kitsap County  
614 Division St. MS - 4  
Port Orchard, WA 98366

*Rob.*  
Dear Commissioner Gelder:

Congratulations! I'm pleased to let you know that Kitsap County is receiving \$4,008,752 in PSRC funding for the following project(s):

PROJECT	AWARD AMOUNT	FUNDING SOURCE	FUNDING DEADLINE
National-STEM School	\$1,848,752	FHWA	June 1, 2022
Ridgetop - Mickelberry to Myhre	\$2,160,000	FHWA	June 1, 2021

The PSRC Executive Board voted in October to award federal funds to priority projects that will improve local and regional mobility. Final approval by the Governor and federal funding agencies is expected in early 2019.

PSRC's merit-based project selection process is rigorous and helps identify the highest priority projects that will improve local and regional mobility and help achieve our long-range Regional Transportation Plan. The projects are part of a \$6.4 billion Transportation Improvement Program for 2019-2022 that includes state highway improvements, light rail and bus rapid transit service, bicycle and pedestrian facilities, and investments in city and county roads.

As the region continues to grow at fast pace, we are grateful for partners like you working to improve mobility, support a growing 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*  
Josh Brown

Executive Director, Puget Sound Regional Council

*Great projects!*

CC: Andrew Nelson, Public Works Director

**Jurisdiction: Kitsap County**

**Project Number:** KTCO-55    **County:** Kitsap

**Title:** Ridgetop - Mickelberry to Myhre

Phase	Programmed Year	Oblig. Date	Funding Source	Federal Funds	State Funds	Local Funds	Phase Total
PE	2019	7/15/19	STP(UL)	\$2,160,000	\$0	\$0	\$2,160,000
PE	2019	7/15/19	Local	\$0	\$0	\$340,000	\$340,000
ROW	2022	11/8/22	Local	\$0	\$0	\$1,187,000	\$1,187,000

**WSDOT PIN:**

**Totals:**      \$2,160,000      \$0      \$1,527,000      \$3,687,000

**Federal Aid/FTA Grant Number(s):**

**Functional Class:** Urban Principal Arterial

**Improvement Type:** Major Widening -- GP

**Location:** Ridgetop Blvd.

**From:** Mickelberry Rd.      **To:** Myhre Rd.- New Sid Uhnick

**Total Cost** \$13,717,000

**Regionally Significant:** Yes      **Environmental Status:** DCE

**Year of Expenditure for Total Cost:** 2025

**MTP Status:** Candidate

**MTP Reference(s):** 5611

**Description:**

Widen the roadway to 4 travel lanes with divided median, access control, and intersection turn pockets. Reconstruct and widen sidewalks with upgraded ADA facilities. Add bike lanes in both directions. The project will explore low stress bike lane designs such as raised bike lanes. Reconstruct the intersections at Mickelberry and Myhre. U-turn capabilities at intersections are anticipated to support access management and traffic flow. The project will explore protected intersection designs for pedestrians and bicycles. A new mid-block intersection will be evaluated to reduce impacts to the Myhre Rd. intersection and provide an additional pedestrian crossing point. East of Myhre, a 2nd east-bound lane and uphill bike lane will be added to the vicinity of the new Sid Uhnick Drive alignment.





# Local Agency Agreement

Agency Kitsap County

Address 614 Division Street MS 26  
Port Orchard, WA 98366

<b>CFDA No. 20.205</b> (Catalog or Federal Domestic Assistance)  <b>Project No.</b>  <b>Agreement No.</b>  For OSC WSDOT Use Only
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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 Ridgetop - Mickelberry to Myhre Length .42 Miles  
Termini Mickleberry Rd. to vicinity Sid Uhnick Dr. (new alignment)

**Description of Work**

See attachment.

Project Agreement End Date 12/31/2024

Claiming Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	360,000.00	48,600.00	311,400.00
86.5 % a. Agency			
b. Other Consultant	2,122,110.00	286,485.00	1,835,625.00
Federal Aid Participation Ratio for PE			
c. Other Elig. Non-funded	2,890.00	2,890.00	
d. State	15,000.00	2,025.00	12,975.00
e. Total PE Cost Estimate (a+b+c+d)	2,500,000.00	340,000.00	2,160,000.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
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)	2,500,000.00	340,000.00	2,160,000.00

**Agency Official**  
By *[Signature]*  
Title Chair of the Board, Kitsap County Commissioners

**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 cost (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**

### **Local Agency Agreement Attachment: Kitsap County “Ridgetop – Mickelberry to Myhre”**

Widen the roadway to 4 travel lanes with divided median, access control, and intersection turn pockets. Reconstruct and widen sidewalks with upgraded ADA facilities. Add bike lane in both directions. The project will explore low stress bike lane designs such as raised bike lanes. Reconstruct the intersections at Mickelberry and Myhre. U-turn capabilities at intersections are anticipated to support access management and traffic flow. The project will explore protected intersection designs for pedestrians and bicycles. A new mid-block intersection will be evaluated to reduce impacts to Myhre Rd. intersection and provide an additional pedestrian crossing point. East of Myhre, a 2nd east-bound lane and uphill bike lane will be added to the vicinity of the new Sid Uhnick Drive alignment.

Funding Box

Phase	Total Estimated Cost	Local Agency Cost	Federal Funds	Phase Start Date
PE	\$2,500,000	\$340,000	\$2,160,000	Jul-19
R/W	\$1,187,000	\$1,187,000	\$0	Jun-21
Const	\$10,030,000	\$10,030,000	\$0	Apr-23
Total	\$13,717,000	\$11,557,000	\$2,160,000	

**Ridgetop - Myhre to Mickelberry**  
1-Jul-19

**County Cost**

**Topography and Base Map**

Field Work	\$ 115,000	460 hours of crew time at \$250/hr.
Office Work	\$ 20,840	260 hours of staff time by average \$80/hr.
<b>Sub-Total</b>	<b>\$ 135,840</b>	

**Design**

In-house staff	\$ 132,050	1100 hours of staff time by average \$120/hr.
Local Programs	\$ 15,000	
Outreach - in-house	\$ 95,000	950 hours of staff time by average \$100/hr.
<b>Sub-Total</b>	<b>\$ 242,050</b>	
<b>Total County Costs</b>	<b>\$ 377,890</b>	

**Consultant Cost**

See attached spreadsheet \$ 2,122,110.00

**GRAND TOTAL** \$ 2,500,000



