



**Washington State  
Department of Transportation**

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

December 18, 2017

Mr. Jim Morgan  
Public Works Manager  
City of Pacific  
100 3rd Avenue SE  
Pacific, Washington 98047

**RECEIVED  
CITY OF PACIFIC**

**DEC 21 2017**

**COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPARTMENT**

**City of Pacific  
Interurban Trail  
HLP-0950(002)  
Tiered Pedestrian & Bicycle**

Dear Mr. Morgan:

The above project has received fund authorization, effective December 14, 2017, as follows:

<b>PHASE</b>	<b>TOTAL</b>	<b>STATE SHARE</b>
Preliminary Engineering	\$358,096	\$356,096

Enclosed for your information and file is a fully executed copy of Local Programs State Funding Agreement LA-9219 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Neal Campbell.

Sincerely,

Stephanie Tax  
Manager, Program Management  
Local Programs

ST:tm:ac

Enclosures

cc: Neal Campbell, Olympic Region Local Programs Engineer, MS 47440



<b>Local Programs State Funding Agreement</b> Work by Public Agencies		Agency and Address City of Pacific 100 3rd Avenue SE Pacific, WA 98047
Agreement Number <b>LA 9219</b>	Maximum Amount Authorized 1,850,000.00	Location and Description of Work (See also Exhibit "A") Project will design, permit, and construct approximately 3,200 linear feet of multi use trail adjacent to the easterly side of SR 167 from 3rd Ave SE (Fed Rt 1018) to Stewart
Participating Percentage <b>0.00% 100% +u</b>	Project Number <b>HLP-0950(002)</b>	

This AGREEMENT is made and entered into this 14<sup>th</sup> day of December, 2017 between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	1,000.00	1,000.00	
	b. Other Consultant	356,096.40	0.00	356,096.40
	c. Other			
	d. State	1,000.00	1,000.00	
	e. Total PE Cost Estimate (a+b+c+d)	\$ 358,096.40	\$ 2,000.00	\$ 356,096.40
Right of Way	f. Agency			
	g. Other			
	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 Construction Eng.			
	m. Other			
	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)	\$ 358,096.40	\$ 2,000.00	\$ 356,096.40	

**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: Leanne Guier

Title: Leanne Guier, Mayor

Date: 12/8/17

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

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

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

**STATE**

By: Stefanie Lee  
Director, Local Programs

Date: DEC 14 2017

ORIGINAL



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

**Olympic Region Headquarters**  
5720 Capitol Boulevard, Tumwater  
P. O. Box 47440  
Olympia WA 98504-7440  
360-357-2600

Fax 360-357-2601  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

RECEIVED  
CITY OF PACIFIC

SEP 21 2010

CITY CLERK/PERSONNEL  
MANAGER

RECEIVED  
CITY OF PACIFIC

SEP 20 2010

COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPARTMENT

September 16, 2010

City of Pacific  
100 3rd Avenue SE  
Pacific, WA 98047-1399

**Letter of Understanding for Project Administration  
LOUPA-1021**

Attn.: Richard Hildreth  
Mayor

Dear Mayor:

Attached for your records is the executed original of the above mentioned Letter of Understanding for Project Administration.

If you have any questions, please call me at (360) 357-2609.

Sincerely,

Mark Brooks  
Olympic Region  
Local Programs Area Engineer

MB:nk  
Attached:  
LOUPA-1021

cc:  
file



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

Olympic Region Headquarters  
5720 Capitol Boulevard, Tumwater  
P. O. Box 47440  
Olympia WA 98504-7440  
360-357-2600  
Fax 360-357-2601  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

August 18, 2010

City of Pacific  
100 3rd Avenue SE  
Pacific, WA 98047-1399

RECEIVED  
CITY OF PACIFIC  
AUG 19 2010  
COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPARTMENT

**Letter of Understanding for Project Administration  
LOUPA-1021**

Attn.: Richard Hildreth  
Mayor

Dear Mayor:

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

The CITY, operating under an extension of Local Programs Certification Acceptance (CA), shall administer all associated projects entirely in accordance with the 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 of federal funds.

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

STATE

WA State Department of Transportation  
Neal Campbell,  
Local Programs Engineer  
P.O. Box 47440  
Olympia, WA 98504-7440  
(360) 357-2666  
email:campben@wsdot.wa.gov  
FAX: (360) 357-2601

CITY

City of Pacific  
Jay Bennett  
Public Works and Community  
Development Director  
100 3rd Avenue SE  
Pacific, WA 98047-1399  
(253) 929-1100 ext 1113  
email:jbennett@ci.pacific.wa.us  
FAX: (253)-887-9910

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

2. The CITY should obtain concurrence from the LPE for any Grant application that requires CA status and is to be administered under this document prior to submittal to the appropriate Grant Program administrator.

3. The CITY shall obtain approval from the LPE of the consultant solicitation method, advertisement and selection process for using a consulting engineering firm for Preliminary Engineering, Right of Way and Construction Engineering services. In addition, the CITY shall obtain approval of the Consulting Engineering Agreement from the LPE before execution (see LAG chapter 31).

4. Contract Plans, Specifications and Estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, amendments thereto, and adopted design standards (see LAG chapter 42 and 44). The LPE will review the PS&E to ensure compliance with the LAG.

5. Any deviation to design standards (see LAG chapter 42) must be stamped by a Professional Engineer licensed in the State of Washington. The CITY shall submit the design deviation to the LPE for further processing and approval.

6. The CITY shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the LPE for further processing and approval (see LAG chapter 24). The CITY shall be responsible for obtaining all required permits and approvals.

7. No Right of Way (R/W) action shall proceed without concurrence from the Local Agency Right of Way Coordinator. The CITY shall follow current R/W Procedures as described in the LAG (see LAG chapter 25). The LPE shall be advised of all pre-R/W meetings. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the CITY and the STATE.

8. The CITY shall forward the proposed advertisement for bids to the LPE for approval. Upon approval, the CITY may begin advertisement for bids (see LAG chapter 46). The CITY shall keep the LPE advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents shall be approved by the LPE before it is issued.

9. The CITY is required to utilize qualified City staff, a Certified Acceptance agency, or qualified consultant staff for construction management services. The following staff must be qualified in administering construction management for FHWA funded projects, as demonstrated through acceptable previous experience. The CITY shall obtain approval of construction management staff, including Project Manager, Field Engineer, Office Manager and Lead Inspector, from the LPE before construction funds will be authorized.



10. The CITY shall notify the LPE of the Bid Opening date and time. The CITY 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 CITY may Award the Contract to the lowest responsive bidder (see LAG chapter 46).

11. Upon the CITY execution of the contract for construction, the CITY shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, the Local Agency Guidelines and all applicable State and Federal laws (see LAG chapter 52).

12. Changes to the contract will 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 CITY Project Manager shall initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature on any change order the CITY Project Manager shall provide a copy of the change order to the LPE for review and concurrence, along with justification for the change and an independent estimate of price and working day impacts. A copy of all executed Change Orders shall be sent to the LPE.

13. The CITY shall schedule project inspection by Local Programs and receive Local Programs comments prior to providing the final "punch list" to the Contractor (see LAG chapter 53).


14. The CITY shall obtain LPE approval of any press release related to the federal aid project before it is given to the press.


15. If required, quarterly reports shall be submitted by the CITY before the 20<sup>th</sup> of March, June, September and December until the project is complete and final bill is paid.

Signature below constitutes concurrence with this Letter of Understanding.

CITY OF PACIFIC

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By:   
Richard Hildreth  
Mayor  
City of Pacific

By:   
Neal Campbell, P.E.  
Local Programs Engineer  
Olympic Region

Date: 9/14/10

Date: 9/16/10

CITY OF PACIFIC  
WASHINGTON

RESOLUTION NO. 986

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING A LETTER OF UNDERSTANDING FOR PROJECT ADMINISTRATION FOR THE INTERURBAN TRAIL SOUTH IMPROVEMENT PROJECT**

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**WHEREAS**, the City of Pacific previously obtained several federal grants to extend the Interurban Trail through the City of Pacific; and

**WHEREAS**, the City has asked WSDOT to "obligate" additional dollars from these grants in order to complete the environmental and design portions of the 3<sup>rd</sup> Avenue SW to Stewart Road portion of the trail project; and

**WHEREAS**, the LOUPA agreement with WSDOT provides expectations regarding grant administration and defines requirements for various project stages; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute a Letter of Understanding for Project Administration Agreement (attached as Exhibit A) with the Washington State Department of Transportation for the Interurban Trail South Improvement project.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

  
\_\_\_\_\_  
RICHARD HILDRETH, MAYOR

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
JANE MONTGOMERY, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ALBERT A. ABUAN, CITY ATTORNEY