

RESOLUTION

2023 513

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF PROSSER FOR THE COUNTY, THROUGH ITS PUBLIC WORKS DEPARTMENT, TO PROVIDE CERTIFICATION ACCEPTANCE SERVICES FOR PROSSER'S ALEXANDER COURT PROJECT

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation; the City of Prosser is not Certification Acceptance authorized and is unable to perform Federal Aid project administration and must contract with another agency to administer all aspects of the project; and

WHEREAS, the City of Prosser has requested that Benton County, who is Certification Acceptance authorized, perform administrative duties relating to the Federal Aid project for Alexander Court; and Benton County, through its Public Works Department, is willing to provide contract administration services to Prosser for the Alexander Court project; **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County, through their Department of Public Works, and the City of Prosser to provide Certification Acceptance Services for Prosser's Alexander Court project; and the Chairman of the Board of County Commissioners is hereby authorized to execute said Agreement; and

BE IT FURTHER RESOLVED, this Agreement shall be effective when executed by both parties and shall continue through December 31, 2025.

Dated this 18th day of July 2023.


Chairman

Jerome Delvin
Approved Telephonically
Chairman Pro-Tem


Commissioner

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN CITY OF PROSSER AND BENTON COUNTY
FOR CERTIFICATION ACCEPTANCE FOR THE ALEXANDER COURT PROJECT
THROUGH THE PUBLIC WORKS DEPARTMENT**

This Agreement is made and entered into by and between City of Prosser (hereinafter "Prosser") and Benton County (hereinafter "Benton"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** Projects funded with federal aid project grants require the recipient to comply with federal funding requirements, including that certain work be performed by an authorized Certification Acceptance agency. Washington State Department of Transportation (WSDOT) qualified Certified Acceptance agencies include Benton, but not Prosser. Therefore, Prosser seeks to qualify to receive and expend federal funds for the Alexander Court Project ("Project"), see the draft of project prospectus attached as Exhibit A, by entering into this interlocal agreement with Benton to provide those services for the Project which must be completed by a Certification Acceptance Agency. The purpose of this Agreement is to set forth the terms and conditions under which Benton, through its Public Works Department, will provide and be reimbursed for the services identified in Section 2.04 of this Agreement.
- 1.02 No new or separate legal or administrative entity is created by this Agreement.

**ARTICLE II
ADMINISTRATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party and provide updated contact information as may be necessary.
- 2.02 Prosser's representative shall be the Public Works Director.
- 2.03 Benton's representative shall be the Public Works Manager.
- 2.04 Prosser hereby authorizes Benton to inspect and administer the project in accordance with the rules, regulations, and procedures set forth in and contemplated by the WSDOT Local Agency Guidelines (LAG) manual, with a publication date of June 22, 2022, and as may hereinafter be amended, which manual is incorporated herein by reference; in accordance with the Certification Acceptance Qualification Agreement, WSDOT form 140-550 attached hereto as Exhibit B; and in accordance with all WSDOT requirements.

- 2.05 Prosser shall be responsible for applying for and receiving all necessary permits, copies of which it shall provide to Benton; preparing and submitting all Federal Aid progress billings, as may be needed; and paying all consultants, contractors, taxes, and other costs related to the project directly, not through Benton. Prosser shall provide monthly invoice tracking sheets per the LAG manual for all billings and payments, and any other documents requested by Benton necessary to perform the work.
- 2.06 Prosser shall submit to Benton for approval all contracts, investments, designs, and other engineering and administrative related documents prior to commencement of work.
- 2.07 Prosser shall be responsible to administer and coordinate all project activities that fall outside the scope of services provided by Benton or as directed by Benton and furnish copies of all letters and other documents relating to the project.
- 2.08 Prosser shall seek concurrence of Benton on any project change order or contract amendment which changes the scope of work or has a cost in excess of one-thousand dollars (\$1,000).

ARTICLE III DURATION OF AGREEMENT

- 3.01 **DURATION.** This Agreement shall be effective when executed by both parties and shall continue through December 31, 2025. The obligation to provide compensation for the use of equipment or service provided during the term of this Agreement shall survive this Agreement's termination or expiration.

ARTICLE IV COMPENSATION

- 4.01 **COMPENSATION.** Prosser hereby agrees to reimburse Benton for the costs of the work performed, which amounts shall be based on the actual cost of labor, equipment, materials, and professional services, plus all costs for fringe benefits to labor, including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. Also, an additional five percent (5%) of the total costs shall be added for overhead expenses for accounting, billing, and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount shall be paid within thirty (30) days after billing.

ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, WSDOT representatives, and the Washington State Auditor's Office. Each party shall retain all such books, records documents, and other material for the applicable retention period under federal and Washington law.
- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.07 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.
- 5.08 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Benton shall be to the Public Works Manager, P.O. Box 1001, Prosser, Washington 99350; and to the Benton County Commissioners, P.O. Box 190, Prosser, Washington 99350. Notice to Prosser for all purposes under this Agreement shall be to the Public Works Director of the City of Prosser, P.O. Box 1639, Prosser, Washington 99350, and the Prosser City Council, P.O. Box 1639, Prosser, WA 99350.

ARTICLE VI INDEMNIFICATION

- 6.01 **INDEMNIFICATION.** Prosser shall hold harmless, indemnify, and defend Benton and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with this Agreement or the work performed under this Agreement. Provided, that Prosser's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of Benton or its officers, officials, employees, or agents.

- 6.02 In any and all claims against the County or its officers, officials, employees, or agents by any employee of Prosser, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 6.01 of this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Prosser or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that Prosser expressly waives any immunity Prosser might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington.
- 6.03 **By executing this Agreement, the parties acknowledge that the foregoing waiver has been mutually negotiated by the parties. The parties' obligations under this Section 6 shall survive termination or expiration of this Agreement.**

ARTICLE VII DISPUTES

- 7.01 **DISPUTE RESOLUTION; GOVERNING LAW; VENUE.** In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the parties are unable to resolve such dispute, at Benton's election, the dispute shall be resolved by arbitration, with venue being placed in Benton County, Washington. Any judicial proceeding arising out of this contract shall be governed by the laws of the State of Washington, and suit may be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX GENERAL PROVISIONS

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means without the express written approval of the other party. Any such attempted assignment or delegation without express approval from the other party shall be void and shall constitute a material breach of this Agreement.
- 9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 9.05 **INTERLOCAL COOPERATION ACT PROVISIONS.** All vehicles, equipment, inventory, and any improvement thereon or fixtures purchased by Prosser, shall remain the sole property of Prosser. All vehicles, equipment, inventory, and any improvements thereon or fixtures purchased by Benton, shall remain the sole property of Benton.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Prosser's or Benton's website as required by RCW 39.34.040.

9.06 **EVIDENCE OF AUTHORITY.** Upon execution of this Agreement, Prosser shall provide Benton and Benton shall provide Prosser with a copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2), and said documents shall be attached hereto and incorporated herein as Exhibit C (Prosser) and Exhibit D (Benton).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER, WASHINGTON

BENTON COUNTY, WASHINGTON

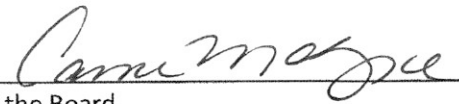
By: 
Mayor

By: 
Chairman, Board of County Commissioners

Attest:

Attest:

City Clerk

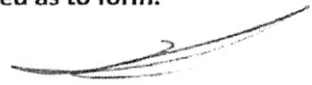

Clerk of the Board

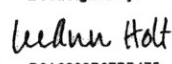
Date: _____

Date: 7/18/2023

Approved as to form:

Approved as to form:


Attorney

DocuSigned by:

D9A9308B678B475...
LeeAnn Holt, Benton County Deputy
Prosecuting Attorney

Date: 7.27.2023

Date: 7/10/2023

EXHIBIT A



**Washington State
Department of Transportation**

Prospectus Submittal Checklist

Agency: City of Prosser

Project Title: Alexander Court Improvements - Phase 1

Use this sheet as a cover sheet to the project prospectus package. Place an "X" in the right column to denote items included.

If not applicable, state N/A. Include in the cover letter a comment explaining the action taken on each item as appropriate.

Note later with an "L" if the information will be supplied at a future date.

Application	
1. Authorization Package Checklist (Appendix 21.43)	X
2. Project Prospectus (Chapter 21)	X
3. Vicinity Map	X
4. Typical Roadway or Pathway Section	X
5. Typical Bridge Section	N/A
6. Local Agency Agreement (Chapter 22)	X
7. Documented Cost Estimate (Chapter 22)	X
8. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to \$)	X
Supporting Data	
9. Local Agency Design Matrix Checklist (Appendix 42.101)	X
10. Photos (Railroad Crossing, ER event sites, as required)	N/A
11. Deviation Analysis Format (Appendix 41.51)	N/A
12. Environmental Considerations (Chapter 24)	L
a. Class II Categorically Excluded (CE) - Environmental Classification Summary (ECS)	L
b. Class III Environmental Assessment (EA)	
c. Class I Environmental Impact Statement (EIS)	
d. SEPA Checklist	
e. NEPA/SEPA/Section 404 Interagency Working Agreement	
f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence	
g. Value Engineering Study (where applicable)	
13. Right of Way Requirements (Chapter 25)	N/A
a. Relocation Plan	
b. Approved Right of Way Plans	
c. Right of Way Project Funding Estimate or True Cost Estimate	
d. Request Right of Way Fund Authorization	
14. Right of Way Certification (Appendix 25.179)	N/A
15. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32 and 25)	N/A
16. Design Approval (Chapter 43)	N/A
17. Tied Bids (Chapter 44)	N/A
18. Nondiscrimination Agreement (Submit new agreement if outdated)	N/A

Remarks:


**Washington State
Department of Transportation**
**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	05/05/2023
Federal Aid Project Number			DUNS Number	092275858
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001284

Agency City of Prosser	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Alexander Court Improvements - Phase 1	Start Latitude N 46.122066 End Latitude N 46.123053	Start Longitude W 119.450688 End Longitude W 119.451460			
Project Termini From-To Paterson Avenue Highland Drive	Nearest City Name Prosser	Project Zip Code (+4) 99350-9998			
Begin Mile Post	End Mile Post	Length of Project 0.31 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 1020	County Number 3	County Name Benton County
WSDOT Region South Central Region	Legislative District(s) 16	Congressional District(s) 4	Urban Area Number		

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.	\$ 158,400.00	\$ 21,400.00	\$ 137,000.00	July	2023
R/W					
Const.	\$ 1,142,200.00	\$ 1,142,200.00			
Total	\$ 1,300,600.00	\$ 1,163,600.00	\$ 137,000.00		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 24'	Number of Lanes 2
The existing roadway has two 12' lanes with no storm drainage facilities and sidewalk only on the east side of the road.	

Description of Proposed Work

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

The proposed project will include widening the existing roadway, improve on the existing street pull in parking near the intersection of Alexander Court and Highland Drive, curb and gutter and sidewalk on the west side of the road.

Local Agency Contact Person Marty Groom	Title Public Works Director	Phone (509)-786-2332	
Mailing Address 601 Seventh Street	City Prosser	State WA	Zip Code 99350
Project Prospectus	By _____ Approving Authority		
	Title	Date	

Agency City of Prosser	Project Title Alexander Court Improvements - Phase 1	Date 05/05/2023
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Type of Proposed Work

Project Type (Check all that Apply)

<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	Roadway Width 33	Number of Lanes 2
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial
		<input checked="" type="checkbox"/> Minor Arterial
		<input checked="" type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	20	25
Design Speed	20	
Existing ADT	1082	282
Design Year ADT	1082	
Design Year	2023	
Design Hourly Volume (DHV)		

Performance of Work

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

Environmental Classification

Class I - Environmental Impact Statement (EIS)

Project Involves NEPA/SEPA Section 404 Interagency Agreement

Class III - Environmental Assessment (EA)

Project Involves NEPA/SEPA Section 404 Interagency Agreements

Class II - Categorically Excluded (CE)

Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Prosser	Project Title Alexander Court Improvements - Phase 1	Date 05/05/2023
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Right of Way	
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required </div>

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

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

No utility relocations will occur during the project, new street lights will be installed during the duration of the project.

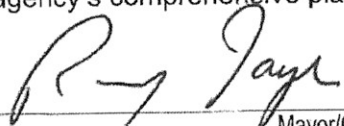
FAA Involvement

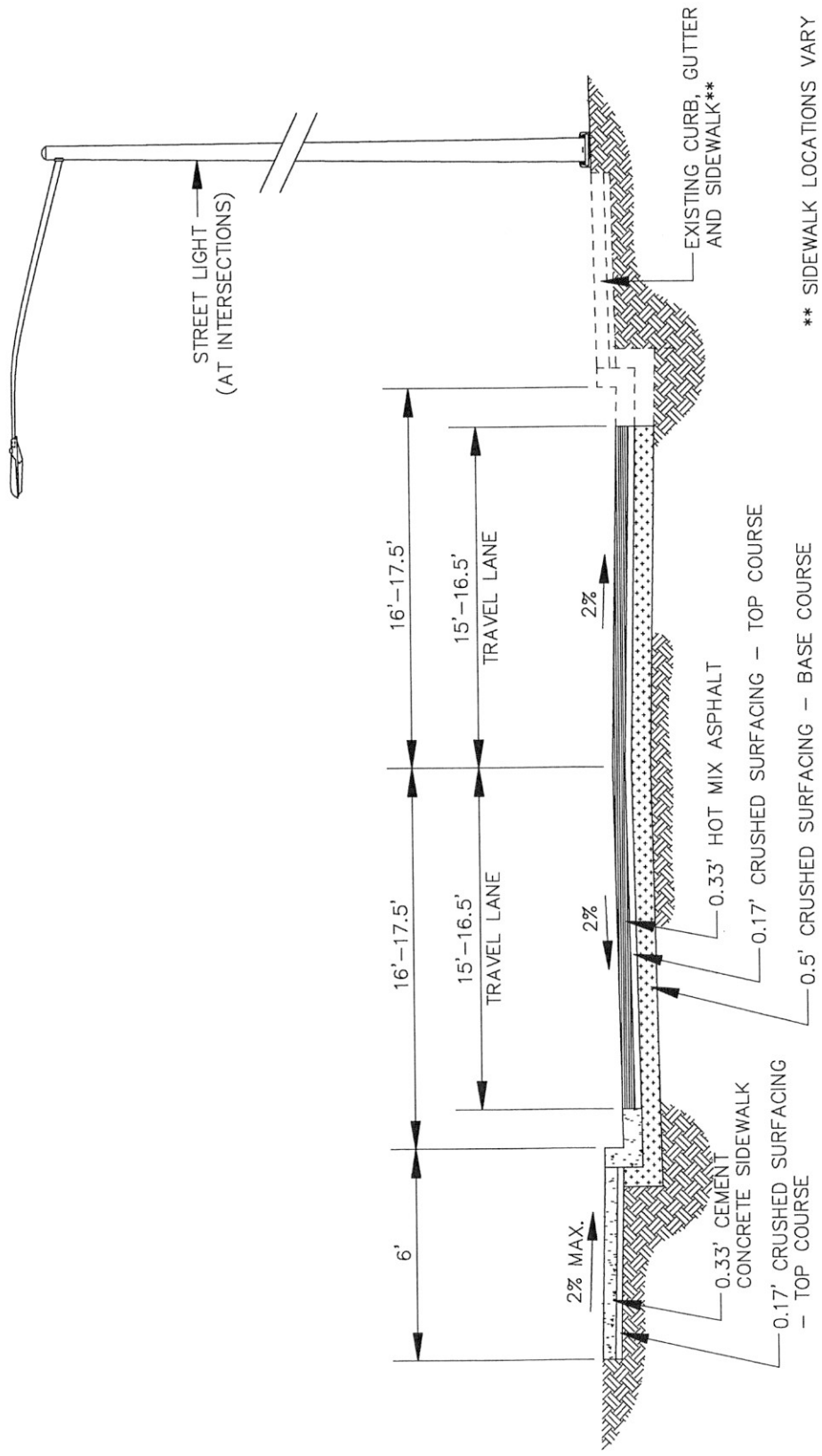
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

The Prosser Airport is located about 2 miles away from the project. No construction activities are expected to affect with Prosser Airport operations.

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 6-27-2023 Agency By  Mayor/Chairperson



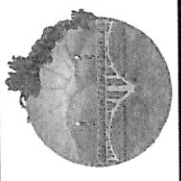
** SIDEWALK LOCATIONS VARY

TYPICAL ROADWAY SECTION

NOT TO SCALE

**CITY OF PROSSER
ALEXANDER COURT PHASE 1
IMPROVEMENTS**
TYPICAL SECTION

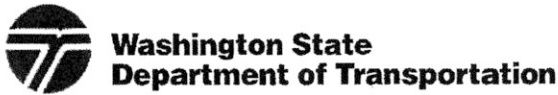
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7/20/22

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

HILA
Engineering and Land Surveying, Inc.



Local Agency Agreement

Agency City of Prosser

Address 601 Seventh Street Prosser, WA 99350

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

Project No.

Agreement No.

For WSDOT Use Only

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

Project Description

Name Alexander Court Improvements - Phase 1

Length 0.31 miles

Termini Highland Drive

Description of Work

Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.

Project Agreement End Date TBD

Proposed Advertisement Date TBD

Claiming Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency			
b. Other Consultant	156,900.00	21,180.00	135,720.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State Services	1,500.00	200.00	1,300.00
e. Total PE Cost Estimate (a+b+c+d)	158,400.00	21,380.00	137,020.00
Right of Way			
f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State Services			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
86.5 % k. Contract			
l. Other Consultant			
m. Other Contractor			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+l+q)	158,400.00	21,380.00	137,020.00

Agency Official

By *Randy Taylor*

Title Mayor

Agency Date 6-27-2023

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

TBD, TBD, Resolution/Ordinance No. TBD

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

CITY OF PROSSER**Alexander Court Phase 1 Improvements - Paterson Road to Highland Dr.
Engineer's Opinion of Construction Cost**

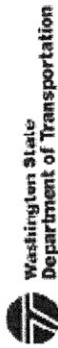
7/21/2022

STBG Application
HLA Project No. 22003G

Item No.	Description	Unit	Overall Quantity	Unit Cost	Overall Cost
Schedule A - Roadway Improvements					
1	Mobilization	LS	1	\$75,000.00	\$75,000.00
2	SPCC Plan	LS	1	\$1,000.00	\$1,000.00
3	Project Temporary Traffic Control	LS	1	\$30,000.00	\$30,000.00
4	Clearing and Grubbing	LS	1	\$4,000.00	\$4,000.00
5	Removal of Structures and Obstructions	LS	1	\$8,000.00	\$8,000.00
6	Unclassified Excavation Incl. Haul	CY	2,250	\$50.00	\$112,500.00
7	Select Backfill, as Directed	CY	100	\$60.00	\$6,000.00
8	Shoring or Extra Excavation	LF	300	\$5.00	\$1,500.00
9	Crushed Surfacing Base Course	TON	2,200	\$35.00	\$77,000.00
10	Crushed Surfacing Top Course	TON	700	\$40.00	\$28,000.00
11	HMA Cl. 1/2-Inch PG 64-28	TON	1,400	\$120.00	\$168,000.00
12	Storm Drain 12-Inch Diam.	LF	240	\$80.00	\$19,200.00
13	Catch Basin Type 1	EA	12	\$2,800.00	\$33,600.00
14	Catch Basin Type 2	EA	6	\$5,000.00	\$30,000.00
15	Infiltration Trench 12-Inch Diam.	LF	300	\$150.00	\$45,000.00
16	Cement Conc. Traffic Curb and Gutter	LF	1,330	\$30.00	\$39,900.00
17	Cement Conc. Sidewalk 6-In Thick	SY	140	\$80.00	\$11,200.00
18	Cement Conc. Sidewalk 4-In Thick	SY	290	\$70.00	\$20,300.00
19	Cement Conc. Curb Ramp	EA	12	\$3,000.00	\$36,000.00
20	Adjust Manhole	EA	6	\$800.00	\$4,800.00
21	Adjust Valve Box	EA	10	\$600.00	\$6,000.00
22	ESC Lead	DAY	13	\$200.00	\$2,600.00
23	Erosion/Water Pollution Control	FA	1	\$5,000.00	\$5,000.00
24	Illumination System, Complete	LS	1	\$60,000.00	\$60,000.00
25	RRFB System	LS	1	\$15,000.00	\$15,000.00
26	Permanent Signing	LS	1	\$2,900.00	\$2,900.00
27	Pavement Markings	LS	1	\$10,000.00	\$10,000.00
28	Minor Change	FA	1	\$10,000.00	\$10,000.00
Subtotal					\$862,500.00
Contingency 15%					\$129,400.00
Total					\$991,900.00
Engineering and Const. Admin. (30%)					\$297,600.00
WSDOT					\$3,000.00
Total Estimated Project Cost					\$1,292,500.00
City and TIB Funds					\$1,081,159.00
Federal Funds					\$211,341.00

Assumptions:

- 1) Reconstruct roadway, add crown, 30'-33' paved
- 2) Curb and Gutter and Sidewalk, both sides (where needed)
- 3) 4" HMA to accommodate truck traffic.
- 4) Street lights at intersections only.



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Prosser
County: Benton
MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	09	Priority Number	2	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID PROSSER 12 06/14/22	Hearing	06/14/22	Adopted	06/14/22	Amendment	Resolution No.	22-1707	Improvement Type	04	Utility Codes	C P S T W	Total Length	0.310 CE	Environmental Type		RW Required	No
				Alexander Court Improvements - Phase 1 Highland Drive to Paterson Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.																		

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024		0		0	0	1,177,200
Totals				0		0	0	1,177,200

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	0	1,177,200	0	0	0
Totals	0	1,177,200	0	0	0

Washington State S. T. I. P.

2023 to 2026

(Project Funds to Nearest Dollar)

April 27, 2023

MPO/RTPO: BFCG

County: Benton

Agency: Prosser

Y Inside

N Outside

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
06			PROSSER 12	04	0.310	CE	No	Highland Drive	Paterson Road	1,292,500	23-01

Alexander Court Improvements - Phase 1

Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.

Funding

Phase	Start Date	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2023	STBG(US)	211,341		0	89,259	300,600
Project Totals			211,341		0	89,259	300,600

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	300,600	0	0	0	0
Totals	300,600	0	0	0	0

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "NO"	Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ Local Programs Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Vertical Alignment	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Lane Width	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shoulder Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Lane & Shoulder Taper	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Ped. Facilities	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Lane	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Shoulder	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Fill/Ditch Slopes	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Safety Improvements	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bike & Ped	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Turn Radii	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Sight Distance	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
I/S Angle	A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Std Run	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Roads									
Horizontal Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shared Bike/Ped. Facilities	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bridges									
Lane Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shoulder Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Vertical Clearance	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Structural Capacity	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bridge Rail	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Design Levels* <input type="checkbox"/> Blank Cell D Design Level D A Design Level A AE Agency Evaluate to Design Level A					(1) When provided, must meet current standards. (2) Items 1 and 2 under Safety Improvements Definitions are required and all others are AE.				

Local Agency Guidelines Design Matrix Reconstruction Checklist
 Page 1 of 1

EXHIBIT B

Agency: City of Prosser

Agency Number: 1020

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Benton County CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
 - a. The project prospectus will be reviewed and approved by the following official.
County Engineer (Position Title Only)
 - b. The local agency agreement will be reviewed and approved by the following official or officials.
County Engineer (Position Title Only)
 - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.
County Engineer (Position Title Only)
 - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.
County Engineer (Position Title or Titles Only)
 - e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.
County Engineer (Position Title or Titles Only)
 - f. Agreements will be signed by the following responsible local official:
 - i. Railroad County Engineer (Position Title Only)
 - ii. Utility County Engineer (Position Title Only)
 - iii. Consultant County Engineer (Position Title Only)
 - iv. Technical Services County Engineer (Position Title Only)
 - g. The award of contract will be signed by the following responsible local official.
County Engineer (Position Title Only)
 - h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* M 41-10 and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.
 - i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer. County Engineer (Position Title Only)
 - j. Construction administration and material sampling and testing will be accomplished in accordance with *Construction Manual* M 41-01 and the Local Agency Guidelines.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director, Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director, Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.



Mayor or Chairman

10-27-2023

Date

Washington State Department of Transportation

Approved By:

Director, Local Programs

Date

EXHIBIT C

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 23-1751

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO PROVIDE CERTIFICATION ACCEPTANCE SERVICES FOR THE ALEXANDER CT. PHASE I IMPROVEMENTS FROM HIGHLAND DRIVE TO PATERSON ROAD.

WHEREAS, the City of Prosser has been awarded Federal Aid STPG and TAP funds for the Alexander Ct. Phase I Improvements from Highland Drive to Paterson Road; and

WHEREAS, projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation; the City of Prosser is not Certification Acceptance authorized and is unable to perform Federal Aid project administration and must contract with another agency to administer all aspects of the project; and

WHEREAS, the City desires to contract with Benton County who is Certification Acceptance authorized to perform administrative services relating to the Alexander Ct Phase I Improvements; and

WHEREAS, Benton County has agreed and is willing to provide, through its Public Works Department, the Certification Acceptance Services for the Alexander Ct. Phase I Improvements; and

NOW THEREFORE, BE IT RESOLVED, the attached Interlocal Cooperative Agreement by and between the City of Prosser and Benton County for Certification Acceptance Services is hereby approved and the Mayor is authorized to sign said agreement.


ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 27th day of June, 2023.


MAYOR RANDY TAYLOR

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY