



AGENCY

W.S.D.O.T. USE ONLY

FEDERAL AID PROJECT NUMBER

RRP-2023(001)

AGREEMENT NUMBER

LA 0633

AGENCY NAME & BILLING ADDRESS
MASON COUNTY ENGINEER
P. O. BOX 357
Shelton, Wash. 98584

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CITY/COUNTY AGREEMENT

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) Office of Management and Budget Circular A-102, (4) the policies and procedures promulgated by the Washington State Department of Transportation and, (5) 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 p., column (3) without written authority by the State, subject to the approval of the Federal Highway Administrator. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

PROJECT DESCRIPTION

Name MASON-BENSON ROAD RAILROAD SIGNAL PROJECT Length 0.02 Mile

Termini D.O.T. CROSSING NO. 096-591W

Description of Work

Install automatic cantilevered warning lights with drop gate protection.

Table with columns: W.S.D.O.T. USE ONLY, Work Order Accounting Plan, Prog., Dist., C.S., FHWA Appr. Date, WOAP No., Auth. By, Date, WOAP AMOUNT, AUTH. CODE

Table with columns: TYPE OF WORK, ESTIMATE OF FUNDING (1) Estimated Total Project Funds, (2) Estimated Agency Funds, (3) Estimated Federal Funds. Rows include Agency Work, State Services, Other, Right-of-Way, Construction, Audit, and Total Cost Estimate.

The Federal-aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 90%, however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered without relying upon any representation by the State made outside of this contract, or contained herein, as to what the Federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the Federal participation rate. The dollar amount of Federal participation cannot exceed the amount shown in line p., column (3). All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

CONSTRUCTION METHOD OF FINANC

(Check Method Selected)

STATE AD & 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 o., col. 2)
in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.....( )

LOCAL FORCE OR LOCAL AD & AWARD

METHOD C \_\_\_\_\_ Agency Cost Incurred with Partial Reimbursement.....( X )

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 April 7, 1987, Resolution/Ordinance No. 22-87.

AGENCY OFFICIAL
By: [Signature]
CHAIRMAN, County Commissioners/Mayor

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
By: [Signature]
State Aid Engineer

MAY 1 1987

Date Executed

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 Federal Highway Administration.

When the State acts for the Agency but 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 acting 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 insure 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 procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation and Washington 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 up to and including approval
2. Preparation of Plans, Specifications, and Estimates
3. Right-of-Way Acquisition
4. Project Construction

In the event that Right-of-Way acquisition for, or actual construction of the road for which Preliminary Engineering is undertaken is not started by the closing of the fifth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of Federal funds paid to the Agency under the terms of this agreement. (See Section VIII.)

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 AASHTO 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 accord with the Surface Transportation Assistance Act 1978, Title 23, United States Code, as amended, and Office of Management and Budget Circular A-102. 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.

1. Preliminary Engineering, Right of Way Acquisition and Audit Costs.

The Agency will pay for Agency incurred costs on the project. Following such payments, vouchers shall be submitted to the State in the format prescribed by the State, in quadruplicate, not more than one per month. The State will reimburse the Agency up to the amount shown on the face of this agreement 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 the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of