



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING AGENDA

Wednesday, February 19, 2025, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

This meeting will be conducted in person at Snoqualmie City Hall and remotely using by Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.
Press *6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#).
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **867 8554 3964**; Enter Password **1700050121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

1. Approval of minutes dated February 4, 2025.

AGENDA BILLS

2. **AB24-034:** Water Reclamation Facility Phase 3 Improvements Project Update and Contract Change Order No. 2.
3. **AB25-037:** Railroad Crossing Improvement Design/Engineering Contract.

DISCUSSION

4. Utility Rate Study.
5. Director Reports:
 - a. Staffing
 - b. Project status

ADJOURNMENT



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES FEBRUARY 4, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER - Chair Ethan Benson called the meeting to order at 4:30 pm.

Committee Members: Councilmembers Ethan Benson, Bryan Holloway, and Catherine Cotton were present.

City Staff:

Dena Burke, City Attorney (remote); Jeff Hamlin, Parks & Public Works Director; Deana Dean, City Clerk; Dylan Gamble, CIP Manager; Drew Bouta, Finance Director; Andrew Vining, Project Engineer; Patrick Fry Project Engineer; Phil Bennett, Deputy Parks & Public Works Director; and Andrew Jongekryg, IT Support.

City Administrator Mike Chambless appeared at 5:37 pm.

AGENDA APPROVAL - The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

MINUTES

1. The minutes from January 22, 2025, were approved as presented.

AGENDA BILLS

2. **AB25-023:** Resolution Accepting a Loan from the Department of Ecology. This item was introduced by Project Engineer Andrew Vining. Committee questions and comments followed. Additional information provided by Finance Director Drew Bouta. This item is approved to move forward at the February 10, 2025, City Council meeting on the non-consent agenda.

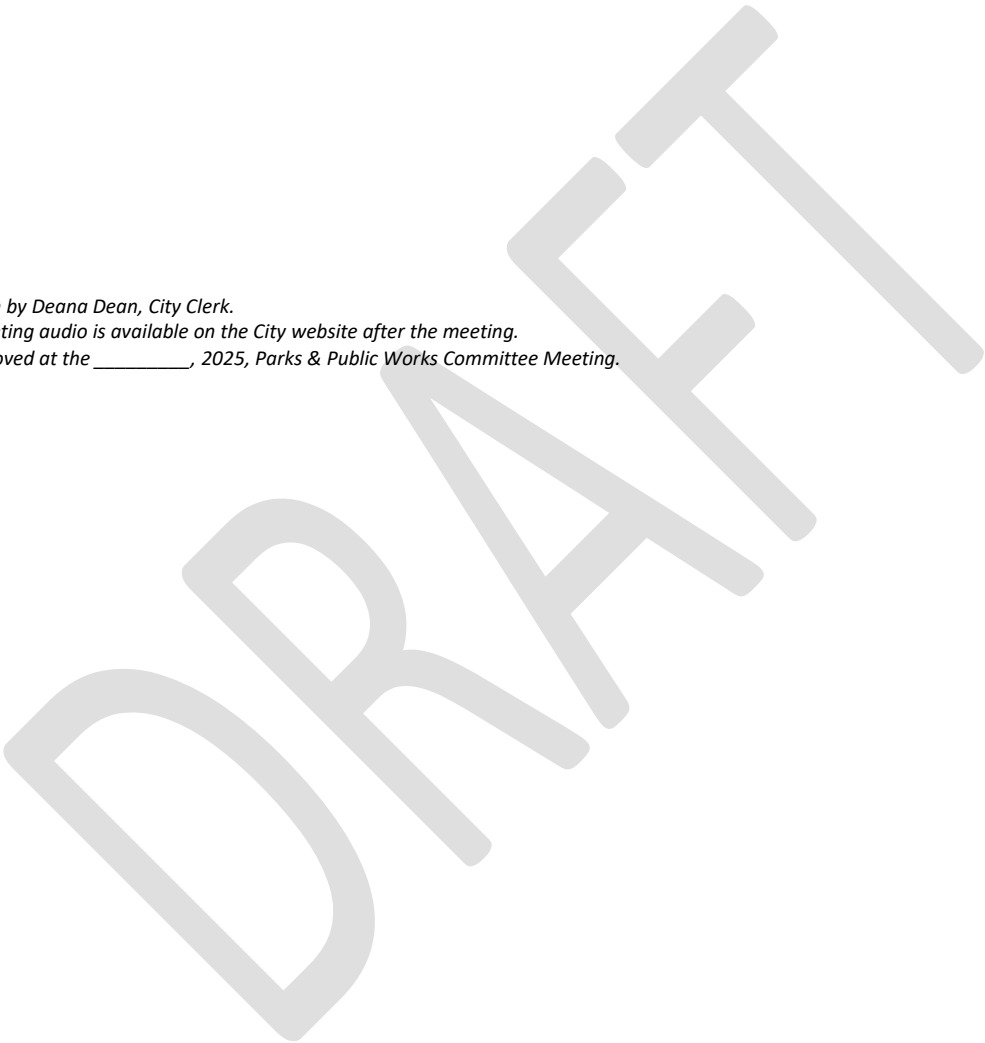
DISCUSSION

3. **Utility Rate Study:** Utility CIP Presentation by CIP Manager Dylan Gamble. Handout also provided labeled Utility CIP Criticality Worksheet. Topics for the presentation included summary of direction, utility CIP overview, water utility projects and program, pressure zone conversions projects, pressure reducing valve stations projects, 1040 zone booster pump station improvement project, 705 zone booster pump station improvement project, south wellfield improvement project, 1040 zone reservoir addition project, Canyon Springs improvement project, 599 zone reservoir addition project, source of supply improvement project, and city council scenario request (presented to PPW 1/22/2024). Additional information provided by Parks & Public Works Director Jeff Hamlin, Project Engineer Andrew Vining, and Finance Director Drew Bouta. Due to time constraints, the entire presentation was not reviewed. Committee comments and questions were made throughout the presentation. This item will be brought back at the next Committee meeting.

ADJOURNMENT

The meeting was adjourned at 6:02 pm.

*Minutes taken by Deana Dean, City Clerk.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the _____, 2025, Parks & Public Works Committee Meeting.*



Council Agenda Bill

AB Number

AB25-034

Agenda Bill Information

Title*

Water Reclamation Facility Phase 3 Improvements
Project Update and Contract Change Order No. 2

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

02/24/2025

Staff Member

Andrew Vining

Department*

Public Works

Committee

Parks and Public Works

Committee Date

02/19/2025

Exhibits

Packet Attachments - if any

Change Order 2.pdf	4.6MB
WRF Phase 3 Aerial Overview.pdf	283.88KB

Summary

Introduction*

Brief summary.

WRF Phase 3 Improvements will increase sewer treatment capacity, enhance performance, and replace critical components that are nearing the end of their expected service life. Project construction is substantially complete and remains on schedule for final acceptance in Spring 2025. During the construction of the solids handling facility improvements necessary out-scope-services were identified and are presented in Change Order 2.

Proposed Motion

Approve Change Order No. 2 with Prospect Construction

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The 2021 General Sewer Plan (GSP) identified the need to begin the planning process and increase the WRF capacity. The WRF Phase 3 Improvements will upgrade aging components with new more efficient equipment sized to handle future sewer flows and loads projected through the year 2040.

In May 2022, during WRF Phase 3 preliminary design, the City entered into an agreement with the Snoqualmie Tribe for the provision of added sewer utility service related to Casino expansion scheduled to soft start in fourth quarter 2024. The agreement included General Facility Charges (GFCs) as well as project schedule milestones to ensure that commercially reasonable and best efforts are made such that added sewer utility services will be available for the casino opening.

The construction contract for the Water Reclamation Facility (WRF) Phase 3 Improvements was approved on June 18, 2023 under Agenda Bill AB23-078. Project construction at the WRF began in September 2023. Change Order No. 1 was approved on June 24th, 2024 under Agenda Bill AB24-076 in the amount of \$99,520.

Construction has progressed ahead of schedule such that the City's obligations identified in this agreement have been met and final acceptance is expected to occur during Spring 2025.

Analysis*

Construction of the WRF Phase 3 Improvements are ahead of schedule and nearly complete with no major changes. Noteworthy milestones include completion of a new blower building, retrofit of both oxidation ditches, new headworks screen and grit system, and a new aeration system at the solids handling facility. During the second half of construction minor changes were necessitated and are summarized in Exhibit 1, Change Order 2. The largest of these changes represents new stainless steel air gap piping needed to protect the existing blowers at the solids handling facility. Other changes include a temporary pumping system to adequately empty digester 2 and an innovative mixing system to eliminate solids accumulation. This final change order will increase the construction contract by \$59,998 or approximately 0.5% percent of the total construction costs.

Budgetary Status*

Funds have already been authorized in this year's budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$59,998.00	\$16,990,359.00	\$0.00

Budget Summary

Administration recommends approving a change order to the contract with Prospect Construction in the amount of \$59,998 for WRF Phase 3. This project was incorporated in the 2025-26 Biennial Budget (Ord. 1296) as a part of the continuing appropriations for capital projects within the Utility Capital Fund (#417). Over the life of this project, \$15,475,729 has been spent, \$1,073,346 has been encumbered for previously-approved contracts, and \$63,121 has been encumbered for estimated City employee labor. With the addition of the Prospect Construction change order of \$59,998, the project has a remaining life-of-project available budget of \$318,166. Therefore, sufficient appropriation exists within the WRF Phase 3 budget (#417) to fund this change order.

Fiscal Impact Screenshot

WRF Phase III

	Life-of-Project Budget <i>(Multiple Bienniums)</i>	
Beginning Budget	\$	16,990,359
Expenditures	\$	(15,475,729)
Outstanding Contract Value <i>(Previously approved)</i>	\$	(1,073,346)
Estimated Labor Value for Remainder of Biennium (City Employees)	\$	(63,121)
Current Available Budget	\$	378,164
Value of this Contract Amendment <i>(AB25-034)</i>	\$	(59,998)
Available Budget after AB25-034	\$	318,166



Change Order (CO) No. 002



Owner: City of Snoqualmie
 Project: WRF Phase 3 Improvements
 Project No: SNQ 22-0040
 Engineer: **RH2 Engineering, Inc.**
 Contractor: Prospect Construction, Inc.

You are directed to make the following changes in the contract documents.

Description: Provide the changes outlined in documents PCO #31.

Document(s) Support Changes: PCO #31.

Original Contract Price (w/o sales tax):

\$10,173,950.00

Original Contract Time:

460 working days

Previously Approved Change Order(s):

\$99,519.50

Net Change Approved from Previous Change Orders:

0 working days

Total Price of Previous Change Orders:

\$99,519.50

Contract Time including Previous Change Orders:

460 working days

Total Price of Change Order(s) Approved this Form:

\$59,998.00

Net Increase (Decrease) of This Change Order:

0 working days

Contract Price with all Approved Change Orders:

\$10,333,467.50

Contract Time with all Approved Change Orders

460 working days

RECOMMENDED:

APPROVED:

APPROVED:

By _____
Engineer

By _____
Contractor

By _____
Owner

By signing this form, the Owner and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.

No.	Proposed Change	Cost
1	Digester 1 SST Air Gap Pipe	\$ 28,611
2	Digester 2 SST Air Gap Pipe	\$ 20,705
3	Digester 2 Temporary Pumping	\$ 7,842
4	Basin 1 Bubble Mixer	\$ 2,840
	<u>Change Order 2 Subtotal</u>	<u>\$ 59,998</u>

1/27/2025
RH2 Engineering
22722 29th Drive, Suite 210
Bothell, WA 98021

Attn: Marine Behr, PE

Re: Snoqualmie WRF Phase 3
PCO 31 - RFI N - RFI N Digester Aeration Piping Mods Pricing
PCO 31 – additional Work Request T&M

Dear Ms. Behr,

Please find attached costs associated with PCO 031.

Per 00 07 00-5.1.A.2.a; RH2 RFI N was sent on 10/22/2024 and required new routing for air piping in digesters 1 & 2

Per 00 07 00-5.1.A.2.c; PCI anticipates No Time impact

Per 00 07 00-5.1.A.2.d; The request adds additional work which is not required by the plans/specs.

Per 00 07 00-5.1.B; and per 6.2.E.1&3 The total cost for this change is \$59,998.

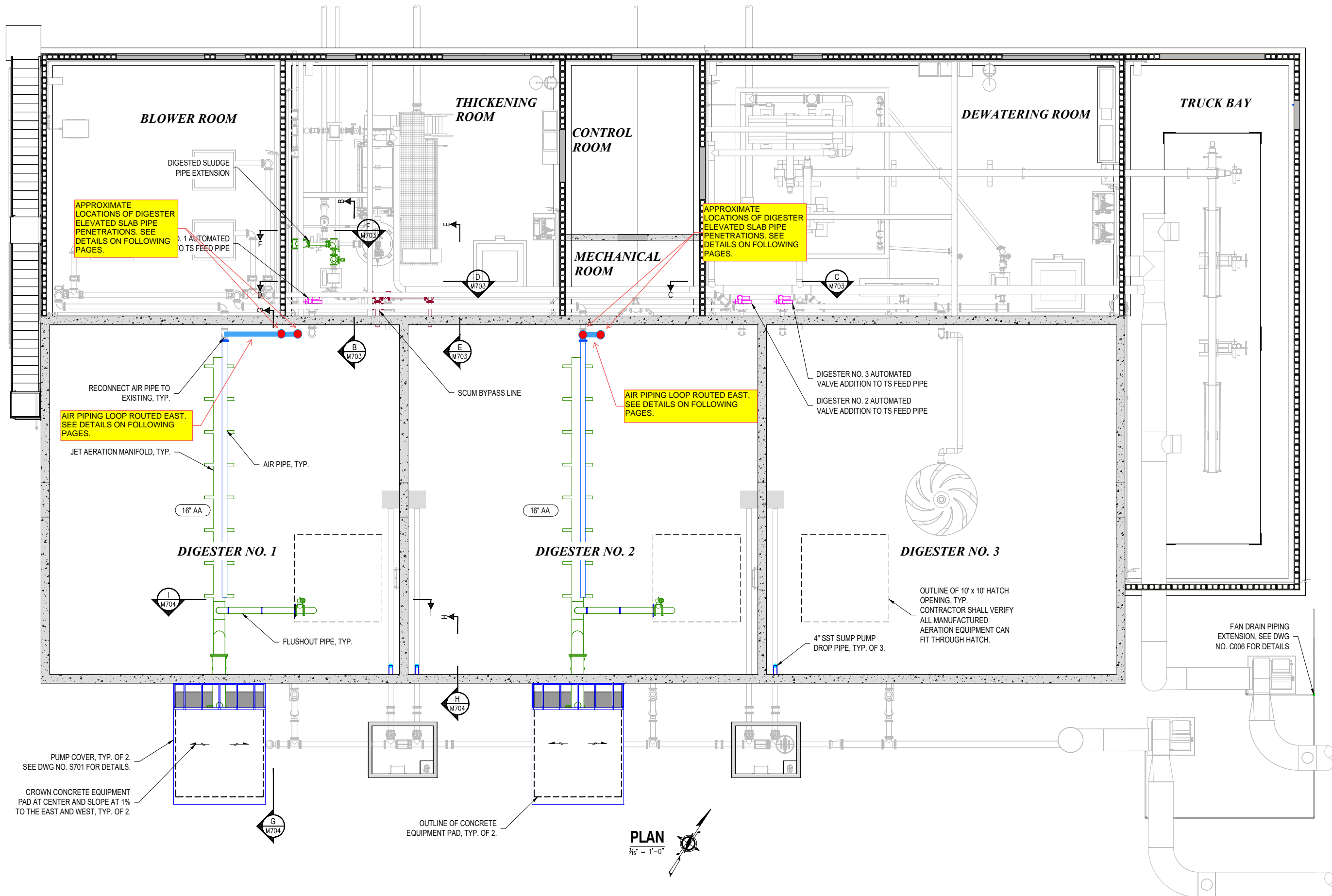
Please find associated backup attached as required per 00 07 00-6.2.E.2.

Sincerely,

Kevin Yoakum, PE
PROSPECT CONSTRUCTION, INC.



SIGNED: 04/19/2023



CITY OF SNOQUALMIE
WATER RECLAMATION FACILITY
PHASE 3 IMPROVEMENTS
DIGESTER MECHANICAL
RETROFIT PLAN



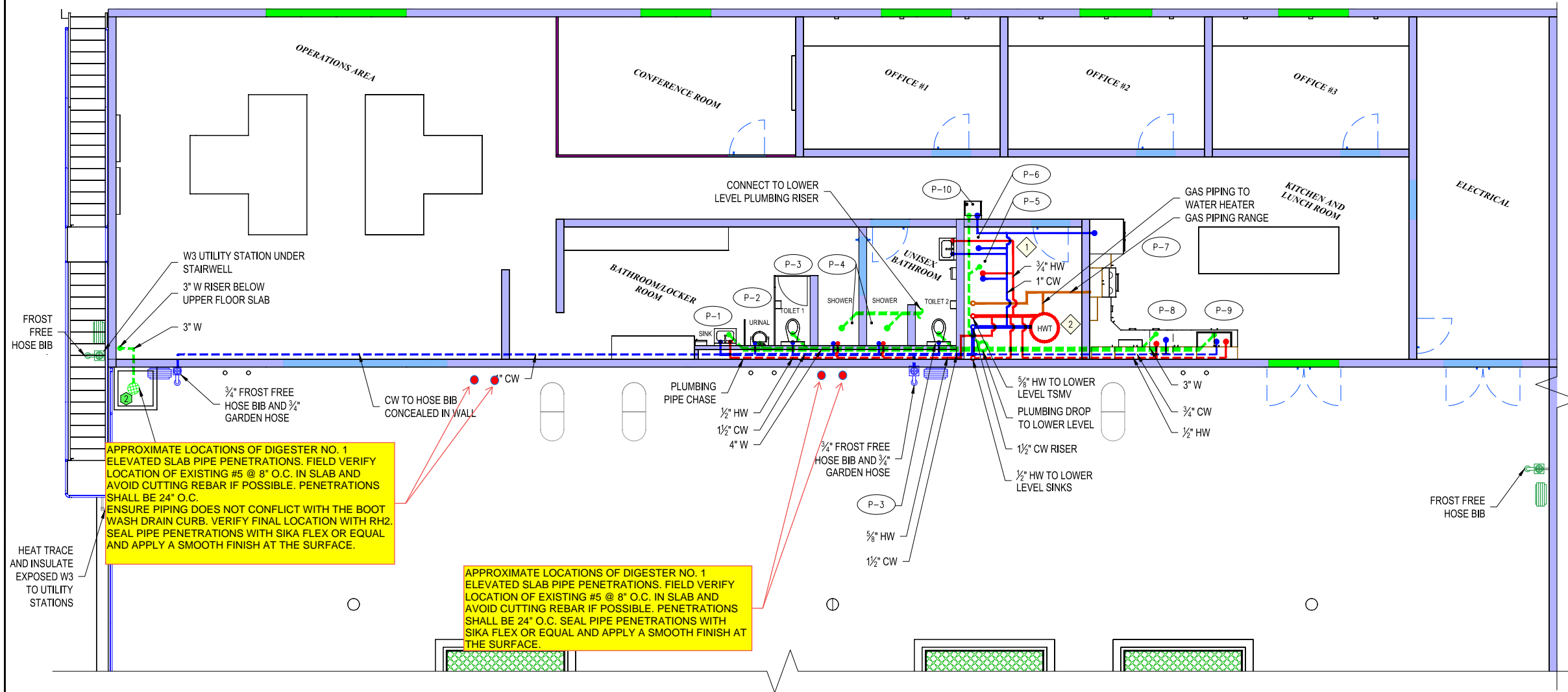
NO.	DATE	DESCRIPTION	BY	REVIEW
1	06/27/2023	CONFORMED FOR CONSTRUCTION	SIW	BIS

ENGINEER: SIW	DATE: Apr 19, 2023	CLIENT: SNQ	JOB NO.: 22-0040
REVIEWED: ETS	PILOT DATE: Jun 27, 2023	FILENAME: WRC03-QA-ME036.DWG	

SCALE: SHOWN

DRAWING IS FULL SCALE
 BAR MEASURES 2"

DWG NO. **M702** SHEET NO. **70** OF **133**



APPROXIMATE LOCATIONS OF DIGESTER NO. 1 ELEVATED SLAB PIPE PENETRATIONS. FIELD VERIFY LOCATION OF EXISTING #5 @ 8" O.C. IN SLAB AND AVOID CUTTING REBAR IF POSSIBLE. PENETRATIONS SHALL BE 24" O.C. ENSURE PIPING DOES NOT CONFLICT WITH THE BOOT WASH DRAIN CURB. VERIFY FINAL LOCATION WITH RH2. SEAL PIPE PENETRATIONS WITH SIKA FLEX OR EQUAL AND APPLY A SMOOTH FINISH AT THE SURFACE.

APPROXIMATE LOCATIONS OF DIGESTER NO. 1 ELEVATED SLAB PIPE PENETRATIONS. FIELD VERIFY LOCATION OF EXISTING #5 @ 8" O.C. IN SLAB AND AVOID CUTTING REBAR IF POSSIBLE. PENETRATIONS SHALL BE 24" O.C. SEAL PIPE PENETRATIONS WITH SIKA FLEX OR EQUAL AND APPLY A SMOOTH FINISH AT THE SURFACE.

SOLIDS HANDLING BUILDING SECOND FLOOR PLUMBING PLAN

3/8" = 1'-0"



FIXTURE SCHEDULE

P-#	FIXTURE	COLD WATER	HOT WATER	DRAIN
1	LAVATORY	1/2"	1/2"	1-1/2"
2	URINAL	3/4"	-	2"
3	TOILET	1-1/2"	-	3"
4	SHOWER	1/2"	1/2"	2"
5	CLOTHES WASHER	3/4"	3/4"	2"
6	CLOTHES DRYER	1/2"	-	-
7	REFRIGERATOR	1/4"	-	-
8	DISH WASHER	1/2"	1/2"	1-1/2"
9	KITCHEN SINK	1/2"	1/2"	1-1/2"
10	DRINKING FOUNTAIN	1/2"	-	1-1/2"

NOTES

- THIS DRAWING IS SCHEMATIC IN NATURE IN ORDER TO SHOW THE GENERAL ROUTING OF PLUMBING PIPING. ALL PLUMBING PIPE SHALL BE REROUTED AS NECESSARY TO AVOID CONFLICT WITH MECHANICAL PIPING, EQUIPMENT, HVAC ITEMS, ETC. ALL PLUMBING INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT VERSION OF THE UPC. ON THE UPPER LEVEL OF THE SOLIDS HANDLING FACILITY, ALL PLUMBING PIPES AND ITEMS SHALL BE ROUTED CONCEALED WITHIN THE NEAREST WALL TO LOCATIONS SHOWN HERE EXCEPT WITHIN THE MECHANICAL ROOM. THE CONTRACTOR SHALL PROVIDE FITTINGS AS NECESSARY TO TRANSITION AND CONNECT TO EQUIPMENT AND PLUMBING ITEMS. ROUTE ALL PIPES NEATLY PARALLEL OR PERPENDICULAR TO WALLS, CEILING, AND FLOOR. SEE DRAWING M001 FOR ADDITIONAL INFORMATION.
 - PLUMBING PIPE SUPPORTS TO BE IN ACCORDANCE WITH M003 AND APPLICABLE CODE REQUIREMENTS.
 - GAS PIPING SYSTEM SHALL BE CONTRACTOR-DESIGNED.
 - VENT PIPES SHALL BE LOCATED PER THE UPC AND ROUTED EXPOSED IN THE LOWER LEVEL AND CONCEALED IN WALLS WITHIN THE UPPER LEVEL.
 - PLUMBING PIPE PENETRATIONS 3" AND LARGER THROUGH SLAB PER 1546
M003
 - PLUMBING PIPE PENETRATIONS SMALLER THAN 3" THROUGH SLAB PER 1542
M003
- 1 WASHER AND DRYER, INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND PER APPLICABLE CODES. PROVIDE WALL VENT WITH SCREEN AND CAP. LOCATE 12" MIN ABOVE FINISH GRADE.
- 2 GAS-FIRED HOT WATER TANK WITH EXPANSION TANK. INSTALL HOT WATER TANK ON INCOMPRESSIBLE, INSULATED SURFACE WITH A MINIMUM THERMAL RESISTANCE OF R-10. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND PER APPLICABLE CODES. PROVIDE ISOLATION, FLOOR DRAIN, DRAIN PAN AND PRESSURE RELIEF VALVES AND ROUTE TO FLOOR DRAINS AS APPROPRIATE. SEE POTABLE WATER SCHEMATIC FOR ADDITIONAL INFO. SEE HVAC SHEET FOR VENTILATION PIPING SCHEMATIC.

Item 2.

 SIGNED: 10/10/17

SIGNED: 10/10/17

RH2
 ENGINEERS
 PLANNERS
 SCIENTISTS
 RH2 ENGINEERING, INC.
 1807 22nd Ave. SE
 BOYD, WA 98005
 252.222.88th Drive SE, Suite 210

CITY OF SNOQUALMIE
 WRF PHASE 2 IMPROVEMENTS
**SOLIDS HANDLING AND DIGESTER
 PLUMBING AND VENTILATION PLAN 2**

REVISIONS	DATE	DESCRIPTION	BY	REVIEW
1	11/16/17	CONFORMED FOR CONSTRUCTION	MCB	MRJ/F

AIR PIPE LOOP SCHEMATICS

REMOVE EXTENTS OF EXISTING AIR PIPE NECESSARY TO ADD ADDITIONAL PIPING AND RECONNECT TO THE DOWNSTREAM AIR PIPE TOWARDS THE JET AERATION SYSTEM.
REUSE THE 90° BEND AT THE TOP OF THE DIGESTER AND ROTATE 90° AS SHOWN.

APPROXIMATE LOCATION OF OUTLET ON WALL. VERIFY AIR PIPE DOES NOT CONFLICT WITH OUTLET OR WITH PROCESS PIPING INSIDE DIGESTER NO. 1.

NO PIPE SUPPORTS SHALL BE ATTACHED TO THE METAL WALLS OF THE SOLIDS HANDLING BUILDING ABOVE THE ELEVATED SLAB.

NO PIPE SUPPORTS SHALL BE ATTACHED TO THE METAL WALLS OF THE SOLIDS HANDLING BUILDING ABOVE THE ELEVATED SLAB.

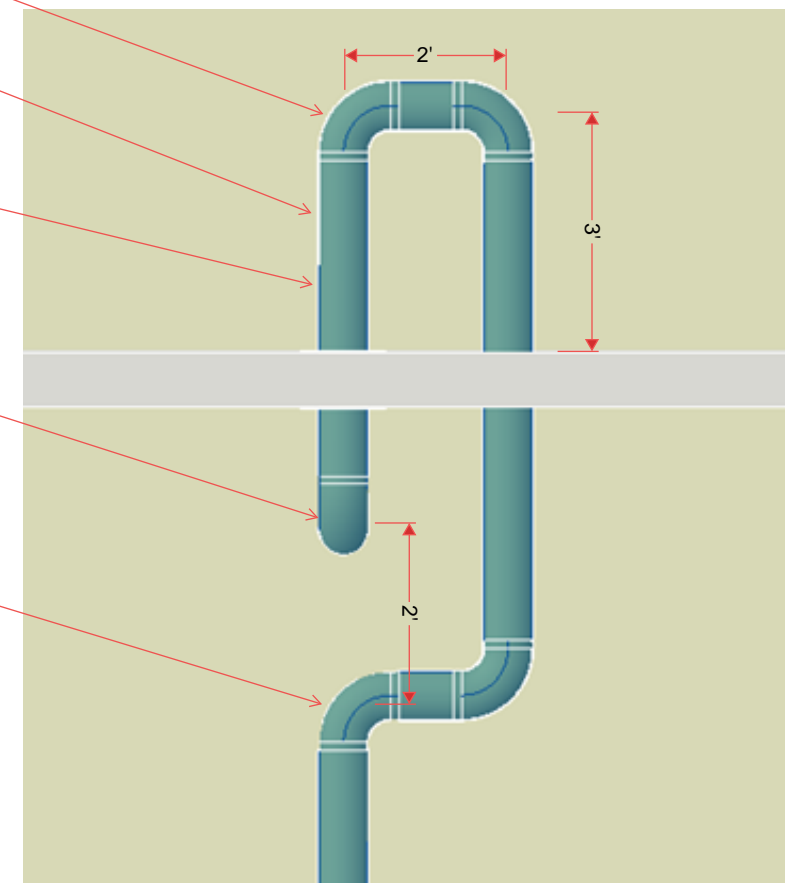
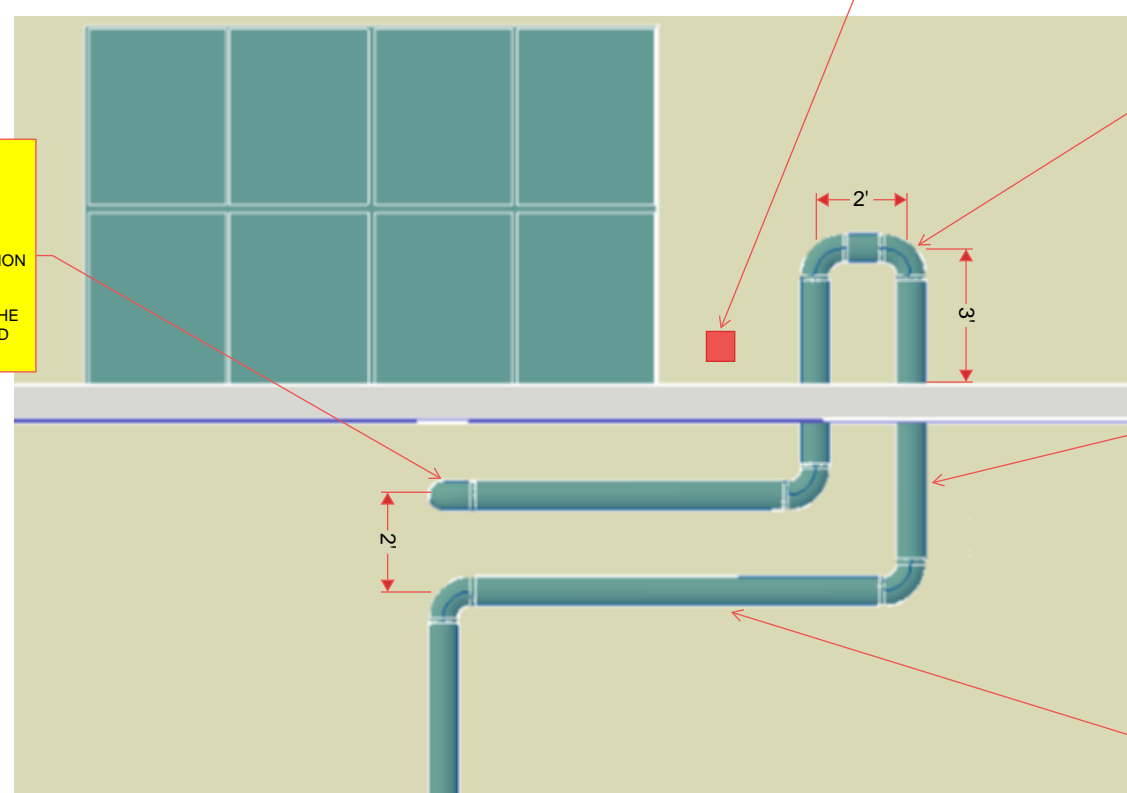
WELD ALL NEW PIPES AND FITTINGS AND USE SAME MATERIAL AS EXISTING STEEL PIPE.

REMOVE EXTENTS OF EXISTING AIR PIPE NECESSARY TO ADD ADDITIONAL PIPING AND RECONNECT TO THE DOWNSTREAM AIR PIPE TOWARDS THE JET AERATION SYSTEM.
REUSE THE 90° BEND AT THE TOP OF THE DIGESTER AND ROTATE 180° AS SHOWN.

INSTALL PIPE SUPPORTS AS NEEDED TO PROVIDE A FULLY FUNCTIONAL, RIGID AND NON-SAGGING SYSTEM. PIPE SUPPORTS SHALL BE EPOXIED AND ANCHORED TO THE INTERIOR DIGESTER WALL.

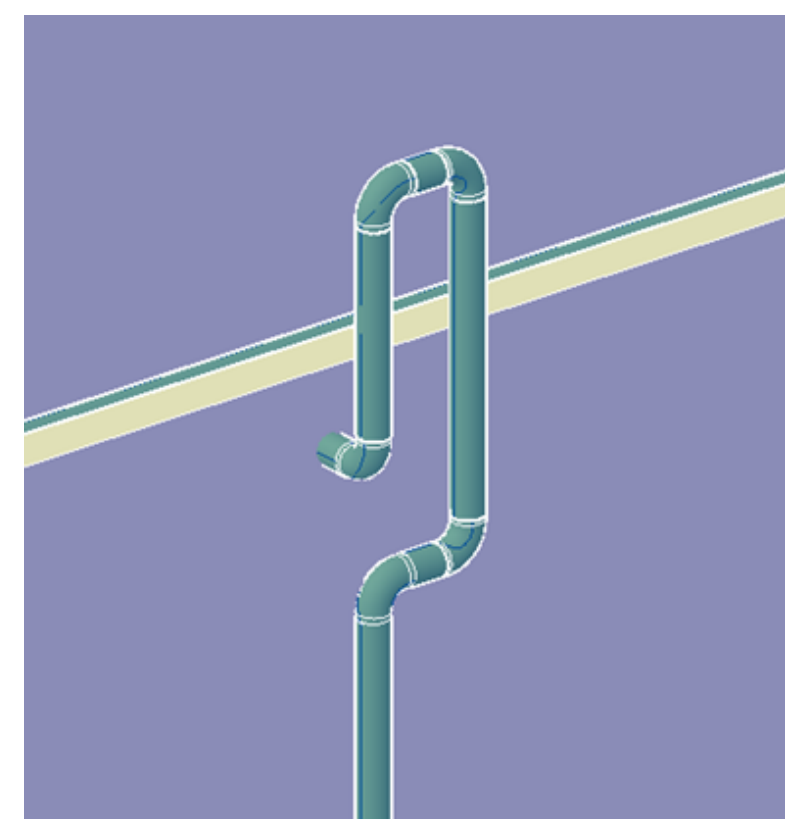
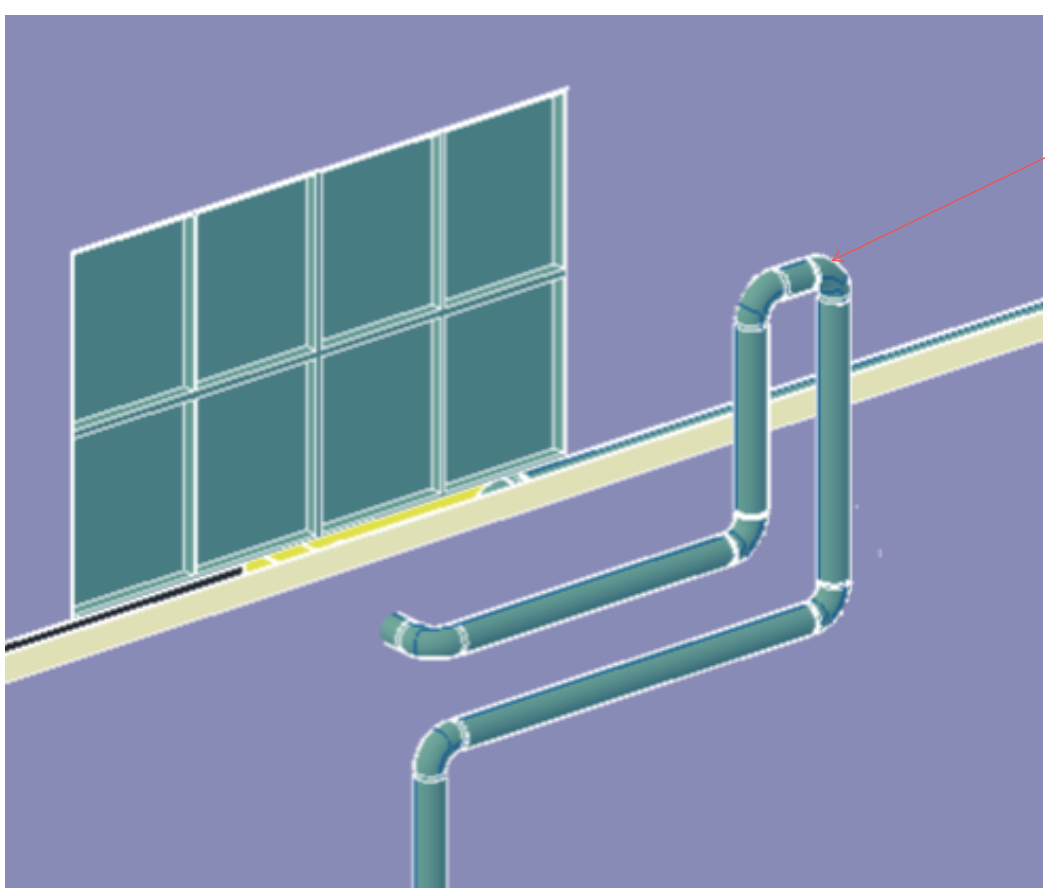
WELD ALL NEW PIPES AND FITTINGS AND USE SAME MATERIAL AS EXISTING STEEL PIPE.

INSTALL PIPE SUPPORTS AS NEEDED TO PROVIDE A FULLY FUNCTIONAL, RIGID AND NON-SAGGING SYSTEM. PIPE SUPPORTS SHALL BE EPOXIED AND ANCHORED TO THE INTERIOR DIGESTER WALL.



6" SST 90° BEND, TYP. OF 4.

6" SST 90° BEND, TYP. OF 5.



DIGESTER NO. 1 SLAB PENETRATION LOCATIONS

DIGESTER NO. 2 SLAB PENETRATION LOCATIONS

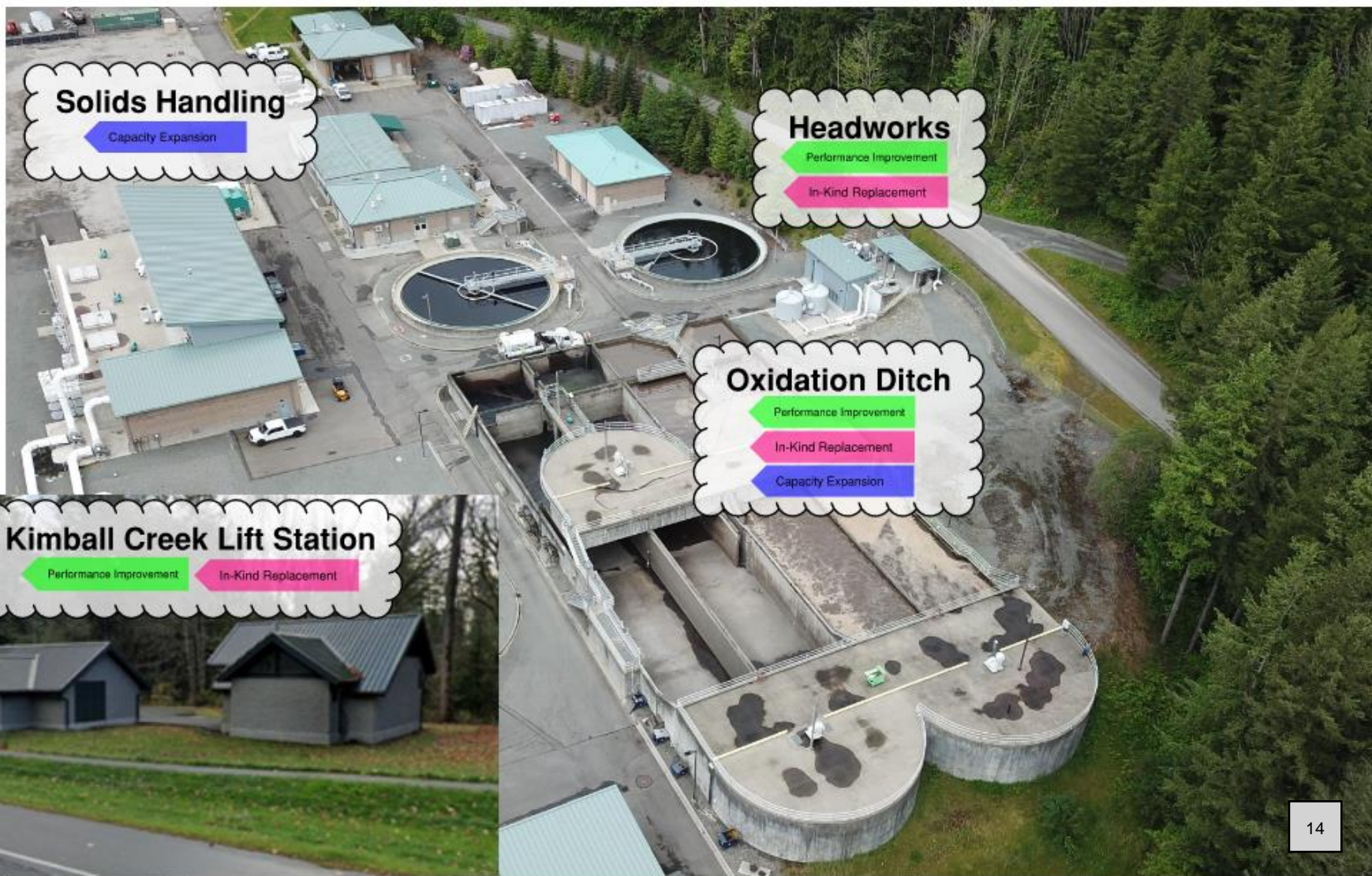


DIGESTER NO. 1 SLAB PENETRATION LOCATIONS



DIGESTER NO. 2 SLAB PENETRATION LOCATIONS

Overview of Construction Improvements



Solids Handling
Capacity Expansion

Headworks
Performance Improvement
In-Kind Replacement

Oxidation Ditch
Performance Improvement
In-Kind Replacement
Capacity Expansion

Kimball Creek Lift Station
Performance Improvement
In-Kind Replacement

Council Agenda Bill

AB Number

AB25-037

Agenda Bill Information

Title*

Design and Engineering contract for Railroad Crossing Improvements

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

02/24/2025

Staff Member

Dylan Gamble

Department*

Public Works

Committee

Parks and Public Works

Committee Date

02/18/2025

Exhibits

Packet Attachments - if any

x1 NWRM agreement.pdf	182.01KB
x4 Project_Summary_2022_Section_130_Snoqualmie.pdf	242.31KB
x3 Exhibit B - Approved FHWA PE Funding Authorization.pdf	201.11KB
x5 Snoqualmie, King St & Snoqualmie Parkway RR Crossings_0005(698) LAA.pdf	486KB
x6 King_LP-Section-130-Call-Application-2022.pdf	1.94MB
x7 SnoqualmiePkwy_LP-Section-130-Call-Application-2022(1).pdf	2.44MB
x2 Exhibit A - Snoqualmie FHWA Safety 130 Award Letter 05-05-23 V2.pdf	378.28KB

Summary

Introduction*

Brief summary.

The proposed Agenda Bill seeks to authorize the Mayor to contract with The Northwest Railway Museum to conduct Design and Engineering work for the Railroads Crossing Improvement project.

Proposed Motion

Motion to authorize the Mayor to sign a contract for design and engineering with the Northwest Railway Museum.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The City was awarded funding by the Washington Department of Transportation to improve two railroad crossings through the Rail-Highway Crossing Safety Program on May 5th, 2023. Following this award the City has identified the contractor and been authorized to begin Preliminary engineering work.

Analysis*

The total project effort is anticipated to cost \$2,073,000 and includes construction. Following the design and engineering efforts a subsequent construction contract will be brought to Parks and Public Works Committee and City Council for approval. The final design will need to be confirmed by WSDOT before this phase of the project can begin. Once final designs have been approved by WSDOT staff will return with an additional contract to construct and install the railroad crossing improvement infrastructure.

Budgetary Status*

Funds have already been authorized in this year's budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$64,000.00	\$2,144,500.00	\$0.00

Budget Summary

Administration recommends approving a \$64,000 contract with the Northwest Railway Museum for design and engineering. The City incorporated this project within the 2025-2026 continuing appropriations for capital projects (Ord. 1296) and the 2025-2030 Capital Improvement Program (CIP). The 2025-26 budget ordinance appropriates \$2,144,500 for this project within the Non-Utility Capital Fund (#310). Currently, nothing has been spent and no contracts encumber the project's appropriation, with expected City labor of \$71,500 during the life of the project. With the addition of this contract, the remaining appropriation is \$2,009,000 as shown in the table below or on the next page. Therefore, sufficient appropriation exists within the budget (Non-Utilities Capital Fund #310) to fund the agreement.

Fiscal Impact Screenshot

AB25-037 Railroad Crossing Project (#310)

	2025-2026 Capital Life-of-Project Budget (Ord. 1296)	
Beginning Budget	\$	2,144,500
Expenditures	\$	-
Outstanding Contract Value (Previously Approved)	\$	-
Outstanding Labor (City Employees)	\$	(71,500)
Current Available Budget	\$	2,073,000
Value of this Contract (AB25-037)	\$	(64,000)
Available Budget after AB25-037	\$	2,009,000

**AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND THE NORTHWEST
RAILWAY MUSEUM**

This Agreement is entered into this _____ day of _____, 2025, between the City of Snoqualmie, a municipal corporation of the State of Washington, hereinafter “the City”, and the Northwest Railway Museum, a Washington not for profit corporation, hereinafter “the Museum”, collectively referred to as “the parties”.

I. RECITALS

1. The City has been selected to receive funding through the federal Railway-Highway Crossings (Section 130) Program for a project known as the King Street, Snoqualmie Parkway Crossing Improvements (the “Project”). The Project will widen the King Street two-track railroad crossing to add a sidewalk, replace asphalt crossing surface with concrete, widen sidewalks on each end of the Snoqualmie Parkway railroad crossing, make improvements to flashing lights and train detection systems, relocate signals, and install new gates and various flashing lights and warning devices.
2. Funding for the Project is to be administered by the Washington State Department of Transportation (WSDOT).
3. To date, WSDOT has authorized federal funding in the amount of \$80,000 for the Preliminary Engineering phase of the Project.
4. WSDOT and the City have entered into a Local Agency Agreement (LAA) regarding administration of the Preliminary Engineering phase of the Project.
5. The Museum owns the railroad track upon which it operates a rail line, which crosses at the crossings that are the subject of the Project.
6. The Museum has knowledge and expertise in operation and construction of railroad crossings, and the City desires to have the Museum manage the Preliminary Engineering phase of the Project as described in this Agreement and reimburse the Museum for the costs of such work, in accordance with applicable federal and state funding requirements for the Project.
7. This Agreement is made upon the foregoing recitals, and in consideration of the mutual promises set forth herein.

II. AGREEMENT

1. The Project is more fully described in a May 5, 2023 letter from WSDOT to the City, including a Project Summary, which letter is attached and incorporated herein as Exhibit A. The work to be performed by the Museum under this Agreement is in support of the Project, and with the intention that such work will lead to subsequent phases, including construction, to accomplish the Project, provided that the City receives construction phase funding for the Project.

- 2. This Agreement covers only the Preliminary Engineering phase of the Project. Any additional work to be performed by the Museum regarding the Project must be agreed to by the parties in writing and the subject of a separate agreement or amendment to this Agreement.
- 3. The work described in this section and as more fully described in this Agreement (“Scope of Work”) shall be performed by the Museum and/or its consultants and contractors.
 - A. The total cost of the Scope of Work shall not exceed a total of \$64,000, as detailed below (individual tasks may be more or less than the below estimates, so long as the total for all tasks does not exceed \$64,000):

<u>Task</u>	<u>Estimated Cost</u>
Site survey for King Street and Snoqualmie Parkway	\$9,000
Design and specifications for track and crossing	\$36,000
Ecologist (NEPA support)	\$4,000
Museum coordination	\$5,000
Sidewalk design	\$10,000

- B. Within thirty (30) days of the Effective Date of this Agreement, the Museum shall provide a written document describing in greater detail the above Scope of Work to be performed, for the City’s review and approval, including tasks, milestones, deliverables, and due dates. The Museum shall perform the Scope of Work approved by the City and as required by this Agreement, provided that it shall not commence such performance until it receives written notice of approval from the City and reimbursement under this Agreement is limited to those costs incurred after the date of such written notification.
- 4. The Museum will provide all work, labor, materials, and services necessary to perform the Scope of Work.
- 5. The Museum is fully responsible for the selection, hiring, oversight, and performance of its consultants and/or contractors who perform work under and related to this Agreement. The Museum is responsible to the City if the Museum’s consultants and/or contractors fail to comply with any term or condition of this Agreement, and in no instance shall the City be liable for any claims or damages arising from the performance of the Museum’s consultants and/or contractors.
- 6. The Scope of Work shall be fully completed by September 30, 2025. If the Museum encounters or anticipates any unforeseen circumstances that may result in a delay in completing the Scope of Work by such date, it shall immediately or within 24 hours notify the City in writing. In addition, the Museum shall bear the sole responsibility for any additional expenses associated with any such delay.

7. The Scope of Work performed by the Museum, including work performed by its consultants, contractors, or subcontractors shall be done in compliance with the following:
 - A. Approved Project Summary, May 5, 2023 letter from WSDOT to the City, attached as Exhibit A.
 - B. Approved FHWA Fund Authorization, June 13, 2024 letter from WSDOT, attached as Exhibit B.
 - C. WSDOT Local Agency Guidelines (LAG) manual. <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/local-agency-guidelines-lag>
 - D. Federal Railway-Highway Crossings (Section 130) Program requirements, see <https://highways.dot.gov/safety/hcip/xings/railway-highway-crossing-program-overview>.
 - E. Railway-Highway Crossings Program (Section 130) Application for Funding, submitted by the City for the Project, and dated August 25, 2022, attached as Exhibit C.
 - F. Compliance with all applicable wage, hour, safety, and health laws. The Museum shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.
 - G. All applicable federal, state, and local laws and regulations.
8. The City agrees to participate in review and discussions regarding the Museum's performance of the Scope of Work, provided that in doing so, the City is not responsible for completion of the Scope of Work under this Agreement.
9. The City shall reimburse the Museum for work satisfactorily performed to complete the Scope of Work as described in Section 3 of this Agreement, including the more detailed statement referenced in Section 3(A) and 3(B) of this Agreement. The Museum shall submit monthly progress reports and billings in compliance with Section 7.
10. The parties shall use their best efforts to resolve any issues arising from unforeseen circumstances regarding the Scope of Work under this Agreement.
11. Excluding the Scope of Work, this Agreement, including exhibits incorporated herein and other documents referenced in Section 7 above, constitutes the entire agreement of the parties with respect to the subject matter herein. No other understandings, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or modify this Agreement in any way.
12. Indemnification. Each party shall indemnify, defend, and hold harmless the other party (including that party's employees, officers, elected officials, and agents) from and against any and all liability, costs, claims, and/or judgments, including attorney's fees, incurred by the other party for injury or death to persons or damage to property, arising out of or in any way resulting from work to be performed or performed pursuant to this Agreement, provided that neither party shall be required to indemnify, defend, or hold harmless the

other party if the claim, suit, liability, or action for injuries, death or damages is caused by the sole negligence of the other party. In the event that a claim, suit, liability, or action for injuries, death, or damages is determined by a court of competent jurisdiction to be the result of the concurrent negligence or fault of the parties, then each party's duty of indemnification shall be limited to the extent of its own proportionate fault. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

- A. **Insurance Term.** The Museum shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Museum's work through the term of the Agreement, unless otherwise indicated herein.
- B. **No Limitation.** The Museum's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Museum to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. **Minimum Scope of Insurance.** The Museum's required insurance shall be of the types and coverage as stated below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Museum's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- D. Minimum Amounts of Insurance. The Museum shall maintain the following insurance limits:
- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- E. City Full Availability of Museum's Limits. If the Museum maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Museum, irrespective of whether such limits maintained by the Museum are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Museum.
- F. Other Insurance Provision. The Museum's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Museum's insurance and shall not contribute with it.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- H. Verification of Coverage. The Museum shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Museum before commencement of the work. Upon request by the City, the Museum shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- I. Subcontractors' Insurance.
- i. The Museum shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Museum-provided insurance as set forth herein, except the Museum shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Museum shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- ii. Additionally, the Museum’s subcontractors shall obtain and maintain throughout the course of any work they perform for the Museum in fulfillment of the Scope of Work under this Agreement, Professional Liability insurance appropriate to the subcontractor’s profession, which insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit
 - J. Notice of Cancellation. The Museum shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
 - K. Failure to Maintain Insurance. Failure on the part of the Museum to maintain the insurance as required shall constitute a material breach of contract.
14. Termination of Contract. City may terminate this Agreement in the event of a material breach of this Agreement or in the event of a pause, termination, or change of grant funding. Termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, “material breach” is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. “Pause, termination, or change of grant funding” means any action by a government agency that impacts the availability of or timely flow of grant funds, including but not limited to, Presidential or Federal Executive Orders. Upon receipt of the Notice, the Museum shall acknowledge receipt to the City in writing and immediately commence to end the Scope of Work in a reasonable and orderly manner. The Notice may be sent by any method reasonably believed to provide the Museum actual notice in a timely manner or pursuant to section 22 Notices.
15. Audits and Inspections. The Museum shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Museum’s records and documents with respect to all matters covered by this Agreement. This includes but is not limited to audit, inspection of, and copying of records or documents needed for grant reimbursement.
16. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Scope of Work.
17. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

- 19. Modification of Agreement. No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by personnel authorized to bind each party.
- 20. Duration. This Agreement shall remain in effect until October 31, 2025, unless earlier terminated as provided in this Agreement. The City may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the Museum.
- 21. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
- 22. Notices.

Notices to the City of Snoqualmie shall be sent to the following:

City of Snoqualmie
Attn: Jeff Hamlin, Public Works Director
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065
Email Jhamlin@snoqualmiewa.gov
Phone (425) 888-8023

Notices to the Museum shall be sent to the following:

Name Richard R. Anderson, Executive Director
Address 9312 Stone Quarry Rd, Snoqualmie, WA 98065
Email Richard@TrainMuseum.org
Phone (425) 888-3030 x 7201

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

**CITY OF SNOQUALMIE,
WASHINGTON**

NORTHWEST RAILWAY MUSEUM

By: _____
Katherine Ross, Mayor

By: _____
Richard Anderson, Executive Director

Attest/Authenticated:

By: _____
Deana Dean, City Clerk

Date: _____

Approved As To Form:

By: _____
Dena Burke, City Attorney

Date: _____

May 5, 2023

Mr. Michael Chambless
Public Works Director
City of Snoqualmie
PO Box 987
Snoqualmie, Washington 98065-0987

**RE: King Street, Snoqualmie Parkway Crossing Improvements
2023 Rail-Highway Crossings Program Selections
Federal Funding**

Dear Mr. Chambless:

WSDOT is pleased to advise you that the above-mentioned safety project was recently selected to receive funding through the Rail-Highway Crossings (Section 130) Safety Program. The federal funding is limited to the amount shown below:

King Street, Snoqualmie Parkway Crossing Improvements **\$2,073,000**

Scope: See attached Project Summary – delivered as one contract.

NOTE: The project is eligible for 100% Section 130 funding, for all phases authorized prior to September 10, 2026. If any phase is not obligated by this date, remaining funding will be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT Local Programs.

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

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed information, including: (<https://wsdot.wa.gov/business-wsdot/support-local-programs>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;

Mr. Michael Chambless
City of Snoqualmie
May 5, 2023

- If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled, and funds reprogrammed.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

If you have any questions, please contact your Region Local Programs Engineer, Mehrdad Moini at Mehrdad.Moini@wsdot.wa.gov or 206.440.4734.

Sincerely,



Jay Drye, PE
Director
Local Programs

JD:km:cdm
Attachment

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

Project Summary

2022 Railway-Highway Crossing Program

(FHWA Section 130)

Program: FHWA Safety Program (Section 130)

Agency: City of Snoqualmie

Date: 2/25/2023

Project Title: King Street, Snoqualmie Parkway Crossing Improvements.

Project Number: To be assigned.

USDOT Crossing Number: King Street (092025X), Snoqualmie Parkway (917624C)

Project Description:

These projects will widen railroad crossing to add sidewalk for pedestrian access, improve safety for cyclists. Improve safety on crossing of the principal arterial roadway that receives all the northbound traffic from SR 18.

Detailed Project Description:

King Street – This project will widen this two-track railroad crossing to add a sidewalk for pedestrian access to the city park and improve safety for cyclists. Existing asphalt crossing surface will be replaced with concrete. At present, there is no safe or legal pedestrian access to the park because there is no sidewalk and no railroad crossing. Consequently, park users walk across the tracks.

Snoqualmie Parkway - This project will improve safety on this railroad crossing of the principal arterial roadway that receives all the northbound traffic from SR 18. Widen the sidewalks on each end of the crossing and continue pedestrians behind the crossing gates so no one is trapped between a gate and a moving train. Widen sidewalk on east side of crossing from 4 feet to 8 feet to accommodate pedestrian surges from the adjacent park's use as summertime overflow parking for Snoqualmie Falls. Remove center median signals and replace with cantilever structures on each shoulder so that flashing lights may be placed over each lane, which will greatly improve visibility and eliminate the center median collision risk. Change train detection to a constant warning time device to reduce traffic congestion. Change flashing lights to LED fixtures to increase intensity. Add a train-activated trespass mitigation gate across the tracks on the east side of the crossing to reduce trespass on the railroad. Replace train detection for the trespass mitigation gate at the hydroelectric power station to provide compatibility with the device at the Snoqualmie Parkway.

Project Schedule (Estimated):

Project added to the Statewide Transportation Improvement Program (STIP)	TBD
Begin PE (PE authorized by WSDOT/FHWA)	10/23
Environmental documents approved (required for every project)	3/24
Right of way completed (certification, if required)	N/A
Railroad contract	6/23
Contract advertised for roadway work (if required)	N/A
Contract awarded (must occur within two years of selection)	10/24
Open to traffic	10/25

Project Cost and Award Amount: King Street

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$30,000	\$0		\$30,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$716,000	\$0		\$716,000	
Total	\$746,000	\$0		\$746,000	

Project Cost and Award Amount: Snoqualmie Parkway

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$50,000	\$0		\$50,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$1,277,000	\$0		\$1,277,000	
Total	\$1,327,000	\$0		\$1,327,000	

Total

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$80,000	\$0		\$80,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$1,993,000	\$0		\$1,993,000	
Total	\$2,073,000	\$0		\$2,073,000	

If you agree to the project summary described above, please sign, or electronically sign below and return to Paul Snow at Paul.Snow@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Michael Chambless
 (Michael Chambless; Public Works Director) City of Snoqualmie

Approving Authority Signature: Michael Chambless **Date:** 5/1/2023

June 13, 2024

Mr. Michael Chambliss
Public Works Director
City of Snoqualmie
PO Box 987
Snoqualmie, Washington 98065-0987

**City of Snoqualmie
King Street & Snoqualmie Parkway RR Crossings
RAIL-000S(698)
FUND AUTHORIZATION**

Dear Mr. Chambliss:

We have received FHWA fund authorization, effective June 10, 2024, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$80,000	\$80,000

The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.
- Show continuous project progress through monthly billings, until the project is complete. Failure to show continuous progress may result in the project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA10933 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

Michael Chambless
City of Snoqualmie
King Street & Snoqualmie Parkway RR Crossing
June 13, 2024

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

Please submit all future project correspondence to your Region Local Programs Engineer, Mehrdad Moini.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

ST:jg:ml
Enclosure

cc: Mehrdad Moini, PE, Northwest Region Local Programs Engineer

Project Summary

2022 Railway-Highway Crossing Program

(FHWA Section 130)

Program: FHWA Safety Program (Section 130)

Agency: City of Snoqualmie

Date: 2/25/2023

Project Title: King Street, Snoqualmie Parkway Crossing Improvements.

Project Number: To be assigned.

USDOT Crossing Number: King Street (092025X), Snoqualmie Parkway (917624C)

Project Description:

These projects will widen railroad crossing to add sidewalk for pedestrian access, improve safety for cyclists. Improve safety on crossing of the principal arterial roadway that receives all the northbound traffic from SR 18.

Detailed Project Description:

King Street – This project will widen this two-track railroad crossing to add a sidewalk for pedestrian access to the city park and improve safety for cyclists. Existing asphalt crossing surface will be replaced with concrete. At present, there is no safe or legal pedestrian access to the park because there is no sidewalk and no railroad crossing. Consequently, park users walk across the tracks.

Snoqualmie Parkway - This project will improve safety on this railroad crossing of the principal arterial roadway that receives all the northbound traffic from SR 18. Widen the sidewalks on each end of the crossing and continue pedestrians behind the crossing gates so no one is trapped between a gate and a moving train. Widen sidewalk on east side of crossing from 4 feet to 8 feet to accommodate pedestrian surges from the adjacent park's use as summertime overflow parking for Snoqualmie Falls. Remove center median signals and replace with cantilever structures on each shoulder so that flashing lights may be placed over each lane, which will greatly improve visibility and eliminate the center median collision risk. Change train detection to a constant warning time device to reduce traffic congestion. Change flashing lights to LED fixtures to increase intensity. Add a train-activated trespass mitigation gate across the tracks on the east side of the crossing to reduce trespass on the railroad. Replace train detection for the trespass mitigation gate at the hydroelectric power station to provide compatibility with the device at the Snoqualmie Parkway.

Project Schedule (Estimated):

Project added to the Statewide Transportation Improvement Program (STIP)	TBD
Begin PE (PE authorized by WSDOT/FHWA)	10/23
Environmental documents approved (required for every project)	3/24
Right of way completed (certification, if required)	N/A
Railroad contract	6/23
Contract advertised for roadway work (if required)	N/A
Contract awarded (must occur within two years of selection)	10/24
Open to traffic	10/25

Project Cost and Award Amount: King Street

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$30,000	\$0		\$30,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$716,000	\$0		\$716,000	
Total	\$746,000	\$0		\$746,000	

Project Cost and Award Amount: Snoqualmie Parkway

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$50,000	\$0		\$50,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$1,277,000	\$0		\$1,277,000	
Total	\$1,327,000	\$0		\$1,327,000	

Total

Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$80,000	\$0		\$80,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$1,993,000	\$0		\$1,993,000	
Total	\$2,073,000	\$0		\$2,073,000	

If you agree to the project summary described above, please sign, or electronically sign below and return to Paul Snow at Paul.Snow@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Michael Chambless
 (Michael Chambless; Public Works Director) City of Snoqualmie

Approving Authority Signature: Michael Chambless **Date:** 5/1/2023



Local Agency Agreement

Agency City of Snoqualmie

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

Project No. RAIL-000S(698)

Agreement No. LA10933

For WSDOT Use Only

Address PO Box 987
 Snoqualmie, WA 98065

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 King Street, Snoqualmie Parkway Crossing Improvements Length 0
 Termini SR 202 to 130 feet from SR202

Description of Work

These projects will widen railroad crossing to add sidewalk for pedestrian access, improve safety for cyclists. Improve safety on crossing of the principal arterial roadway that receives all the northbound traffic from SR 18 and make improvements to flashing lights and train detection systems. relocate signals and install new gates and various and warning devices

Project Agreement End Date 12/31/27

Claiming Indirect Cost Rate
 Yes No

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency	14,000.00		14,000.00
b. Other Consultant	64,000.00		64,000.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State Services	2,000.00		2,000.00
e. Total PE Cost Estimate (a+b+c+d)	80,000.00	0.00	80,000.00
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			
% k. Contract			
l. Other			
m. Other			
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+i+q)	80,000.00	0.00	80,000.00

Agency Official

By *Katherine Ross*
 Title Mayor
 Agency Date May 30, 2024

Washington State Department of Transportation

By *Kyle R. McKeon*
 Director, Local Programs
 Date Executed 06/06/24

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

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

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

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

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

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

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

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

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

1. Project Construction Costs

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

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

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

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

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

**2022 Railway – Highway Crossings Program (Section 130)
Application for Funding**



Local Programs Division

<p>Local Agency Name: City of Snoqualmie Contact Person(s): Michael Chambless Title: Public Works Director Street Address: 38624 SE River St. City, State, Zip: Snoqualmie, WA 98065 Phone: 425.888. Email: MChambless@snoqualmiewa.gov</p>	<p>Name of Metropolitan or Regional Planning Organization: PSRC</p> <p>State Legislative District #(s): 5</p> <p>Congressional District #(s): 8</p> <p>See: http://app.leg.wa.gov/DistrictFinder/Home/</p>
---	---

Crossing Name: King Street

USDOT Crossing number: 092025X

WSDOT Region assigned to the jurisdiction: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

Eastern North Central Northwest Olympic South Central Southwest

If any projects in this application involve roadways owned or managed by another jurisdiction, such as a City, County, Indian Tribe, or WSDOT, list the roadways:

Please include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to request concurrence.

Comments:

King Street railroad crossing is located entirely within the City of Snoqualmie and is located 50 feet from the intersection with SR 202.

Attachment: The following item must be included with the application.

- Detailed vicinity map, with clearly marked project limits, that shows the project's location.

A general vicinity map and a crossing vicinity map are attached to this application along with a map showing the general arrangement of the proposed safety improvements.

General Project Information:

This project will widen this two track railroad crossing to add a sidewalk for pedestrian access to the city park, and improve safety for cyclists. Existing asphalt crossing surface will be replaced with concrete.

At present, there is no safe or legal pedestrian access to the park because there is no sidewalk and no railroad crossing. Consequently, park users walk across the tracks.

Roadway Data

Posted Speed Limit	25 mph
Traffic Count and year (AADT)	500
Buses per day	--
Vehicles per day	
Commercial motor vehicles per day	10
% Trucks	2%

- Sidewalks Principal Arterial
 Paths Minor Arterial
 Bike Lanes Major Collector
 Urban Minor Collector
 Rural Local Access

Railroad Data

Railroad Name	Snoqualmie Valley Railroad
Number of tracks	2
Train Speed*	5-15
Trains per day*	Average 2

*Obtain information from the Railroad. The Washington Utilities and Transportation Commission (UTC) can provide Railroad contact information. UTC Contact: rail@utc.wa.gov

Exposure Factor:

Number of trains per day multiplied by number of vehicles per day: 1,000

Please note that the safety issue we want to address at this crossing involves pedestrians and cyclists, not motor vehicles.

Existing Warning Devices: List existing warning devices, e.g. pavement markings, crossbucks, shoulder mounted signals, cantilever signals, automatic gates, etc.

Crossing is protected with two cross bucks and one advance warning sign.

*Obtain information about Crash Data. WSDOT Local Programs can provide guidance. Engineering Services Safety Analyst Contact: paul.snow@wsdot.wa.gov

Crashes: Enter the number of train/vehicle crashes for the last five years.

This crossing has experienced several near misses, but pedestrian safety is the primary concern. Most users of the adjacent park are walking across or along the tracks for access. A recent installation of a fence to deter railroad trespass has concentrated the problem in one spot instead of along a 600-foot long section. There is no sidewalk on the west side of the crossing (there never has been) so pedestrians walk up the road and then diagonally across the tracks to access the park.

Rating Factors:	Yes	No
Crossing Closure		x
Hazardous Materials Rail/Truck		x
Bike/Pedestrian Use	x	
Truck Route		x
Bus Route		x
Traffic Signal (stop sign) less than 200 feet from Crossing/Limited vehicle storage	x	
Crossing Grade more than 5%		x
Passenger Train Use	x	
Train Speed over 25 mph		x
Reported Near Misses	x	

Stopping Sight Distances:

**Choose direction that is closest to direction of traffic flow over crossing.*

<u>Required to Stop</u> <i>(in feet)</i>	<u>Direction</u> <i>(N to S, SW to NW, etc.)</i>	<u>Additional Information</u>
1. 110	N TO S, E TO W	Vegetation and street furniture partially obscure sight lines.
2. 110	N TO S, W TO E	Vegetation and street furniture partially obscure sight lines.
3. 110	S TO N, E TO W	Visibility obscured by train station.
4. 110	S TO N, E TO W	Vegetation and street furniture partially obscure sight lines.
5.		
6.		

The intersection angle of the grade crossing should be as close to a right angle as is practical for the location so that sight distances for both the road user and the train operator will be optimized.

Crossing Angle: 90 degrees

Consensus: The Depot Square Park is a popular community park in downtown Snoqualmie that is used by individual visits, and for events including wine and beer tasting and festivals. Most park users today get access by trespassing on the Snoqualmie Valley Railroad. Widening the King Street railroad crossing to include a sidewalk on the north side and adding connections to the existing trail network will enhance public safety and eliminate habitual and dangerous trespass.

The Museum and City do not at this time believe automatic crossing signals are warranted in this location, but that the new and wider concrete crossing will in of itself raise public awareness of the crossing.

(Local Agency Only to Complete)

Where are you in conversations with the Railroad about this project: *Explain:* **The Snoqualmie Valley Railroad is owned and operated by the Northwest Railway Museum, The Museum and the City of Snoqualmie have a close working relationship. The Museum and the City have been holding talks about crossing safety. The Museum and the City worked together on this proposal.**

Where are you in conversation with the Public and/or business owner's about this project:
Explain: **Improving safe access to the park has been discussed in prior public meetings and focus groups involving the downtown infrastructure project but has not been able to advance due to a lack of funding.**

(Railroad Only to Complete)

Where are you in conversations with the Local Agency about this project: *Explain:* **The Snoqualmie Valley Railroad is owned and operated by the Northwest Railway Museum. The Museum and the City of Snoqualmie have a close working relationship. The Museum and the City have been holding talks about crossing safety. The Museum and the City worked together on this proposal.**

Where are you in conversations with the Public and/or business owner's about this project:
Explain: **The railroad has informally discussed the project with downtown merchants in historic downtown Snoqualmie and there is widespread support for improving safe access to the park.**

Project Schedule (enter dates as Mo./Yr.)

Project Milestone	Estimated Date
Project added to the Statewide Transportation Improvement Program (STIP)	TBD Mo./Yr.
Project agreement signed with WSDOT Local Programs	04/23.
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	04/23
Community/stakeholder engagement complete	TBD Mo./Yr.
Environmental documents approved by WSDOT Local Programs (required for every project)	05/23
Begin right-of-way (RW phase authorized by FHWA through WSDOT Local Programs)	N/A
Railroad contract	04/23
Contract advertised for roadway work (if required)	N/A
Contract awarded (must occur within two years of selection)	05/23
Open to traffic	11/23
Construction complete	11/23

Phase	Total Cost¹	Local Match	Program Funds Requested^{1,2}
Preliminary Engineering (PE)	\$ 5,000.	\$	\$ 5,000.
Right of Way (RW)	\$	\$	\$
Construction	\$ 207,100	\$	\$ 207,100
Total	\$ 230,225	\$	\$ 230,225

Crossing construction: \$203,500. Cost estimate from Railworks Track Systems. **Sidewalk construction:** Est. 16 square yards of concrete sidewalk @ \$225 per square yard \$3,600 (Cost derived from sidewalk repair contract now in place in City of Snoqualmie) **Sales tax:** \$18,225.

* Are ALL local match funds secured? Yes _____ No _____ N/A

Source(s) of match funds: _____

1. Round all numbers to the nearest whole dollar (do not include decimals).

2. Projects require a ten percent local match per phase (preliminary engineering/design, right-of-way, and construction) for all eligible federal expenditures. If the construction phase is authorized by **April 30, 2024** then that phase will be eligible for 100% funding (no local match required). Federal funds cannot be used as match for any phase.



SE King Street general vicinity. North is towards to top of the page.



SE King Street crossing vicinity map. State route 202 parallels the railway and is about 40 feet from the crossing.



Proposed project work. This is a crossing replacement project to provide a safe and legal crossing from connections with the regional trail network to the city park called the Depot Square Park.

**2022 Railway – Highway Crossings Program (Section 130)
Application for Funding**



Local Programs Division

<p>Local Agency Name: City of Snoqualmie Contact Person(s): Michael Chambless Title: Public Works Director Street Address: 38624 SE River St. City, State, Zip: Snoqualmie, WA 98065 Phone: 425.888.8025 Email: MChambless@snoqualmiewa.gov</p>	<p>Name of Metropolitan or Regional Planning Organization: PSRC</p> <p>State Legislative District #(s): 5</p> <p>Congressional District #(s): 8</p> <p>See: http://app.leg.wa.gov/DistrictFinder/Home/</p>
---	---

Crossing Name: Snoqualmie Parkway

USDOT Crossing number: 917624C

WSDOT Region assigned to the jurisdiction: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

Eastern North Central Northwest Olympic South Central Southwest

If any projects in this application involve roadways owned or managed by another jurisdiction, such as a City, County, Indian Tribe, or WSDOT, list the roadways:

Please include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to request concurrence.

Comments:

The Snoqualmie Parkway railroad crossing is located entirely within the City of Snoqualmie and is 30 feet from intersection with SR 202.

Attachment: The following item must be included with the application.

- Detailed vicinity map, with clearly marked project limits, that shows the project's location.

A general vicinity map and a crossing vicinity map are attached to this application along with a map showing the general arrangement of crossing safety improvements.

General Project Information:

This project will improve safety on this railroad crossing of the principal arterial roadway that receives all the northbound traffic from SR 18. Specifically, the project will,

- widen the sidewalks on each end of the crossing and continue pedestrians behind the crossing gates so no one is trapped between a gate and a moving train
- widen sidewalk on east side of crossing from 4 feet to 8 feet to accommodate pedestrian surges from the adjacent park's use as summertime overflow parking for Snoqualmie Falls.
- remove center median signals and replace with cantilever structures on each shoulder so that flashing lights may be placed over each lane, which will greatly improve visibility and eliminate the center median collision risk
- change train detection to a constant warning time device to reduce traffic congestion
- change flashing lights to LED fixtures to increase intensity
- add a train-activated trespass mitigation gate across the tracks on the east side of the crossing to reduce trespass on the railroad
- project will replace train detection for the trespass mitigation gate at the hydroelectric power station to provide compatibility with the device at the Snoqualmie Parkway.

Roadway Data

Posted Speed Limit	40 mph
Traffic Count and year (AADT)	11,000 (current)
Buses per day	20
Vehicles per day	2,200
Commercial motor vehicles per day	5,500
% Trucks	80%

- Sidewalks
- Principal Arterial
- Paths
- Minor Arterial
- Bike Lanes
- Major Collector
- Urban
- Minor Collector
- Rural
- Local Access

Railroad Data

Railroad Name	Snoqualmie Valley Railroad
Number of tracks	2
Train Speed*	5-15
Trains per day*	Average 2

*Obtain information from the Railroad. The Washington Utilities and Transportation Commission (UTC) can provide Railroad contact information. UTC Contact: rail@utc.wa.gov

Exposure Factor:

Number of trains per day multiplied by number of vehicles per day: 22,000

Existing Warning Devices: List existing warning devices, e.g. pavement markings, crossbucks, shoulder mounted signals, cantilever signals, automatic gates, etc.

Crossing is protected advance warning signs, style C train detection, traffic signal pre-emption, flashing lights, including auxiliary lights for turn lanes, train activated "no turn" signs, four cross bucks, and two crossing gates.

*Obtain information about Crash Data. WSDOT Local Programs can provide guidance. Engineering Services Safety Analyst Contact: paul.snow@wsdot.wa.gov

Crashes: Enter the number of train/vehicle crashes for the last five years.

This crossing has experienced several near misses, but its crash record is most notable for crossing signal collisions. One three occasions in recent years, center median signals have been destroyed by trucks that have failed to properly negotiation the right turn from SR 202 onto the Snoqualmie Parkway. The most recent incident was in December 2020 and was a near-fatal wreck involving a log truck. A non-mountable median will not fully mitigate the underlying issue of poor intersection geometry because of the break in the median for the railroad crossing.



Rating Factors:	Yes	No
Crossing Closure		x
Hazardous Materials Rail/Truck	x	
Bike/Pedestrian Use	x	
Truck Route	x	
Bus Route	x	
Traffic Signal (stop sign) less than 200 feet from Crossing/Limited vehicle storage	x	
Crossing Grade more than 5%		x
Passenger Train Use	x	
Train Speed over 25 mph		x
Reported Near Misses	x	

Stopping Sight Distances:

**Choose direction that is closest to direction of traffic flow over crossing.*

Required to Stop <i>(in feet)</i>	Direction <i>(N to S, SW to NW, etc.)</i>	Additional Information
1. 205	N TO S, E TO W	Visibility impaired in this T intersection as vehicles executing a turn in this direction of travel.
2. 102	N TO S, W TO E	Visibility impaired in this T intersection as vehicles executing a turn in this direction of travel.
3. 205	S TO N, E TO W	Sight lines partially obstructed.
4. 102	S TO N, W TO E	Sight lines partially obstructed by vegetation.
5.		
6.		

The intersection angle of the grade crossing should be as close to a right angle as is practical for the location so that sight distances for both the road user and the train operator will be optimized.

Crossing Angle: 90 degrees

Consensus:

The center island signals are in a vulnerable location, and vehicles turning from SR 202 onto southbound Snoqualmie Parkway have difficulty see the flashing lights if there are any vehicles in front of them. Semi trucks further compound signal visibility, and apparently have periodic issues negotiating the turn. Moving the flashing lights to cantilever structures will place flashing lights over all lanes, greatly improving visibility and mitigating the potential for future center median incidents.

Widening of the crossing will be required to accommodate the cantilever structures, and to continue to allow pedestrians to be routed around the outside of the gates. Furthermore, the park located on the SE quadrant is used for Snoqualmie Falls overflow parking during peak periods, which generates sudden surges in pedestrian traffic that must use the Snoqualmie Parkway railroad crossing and at present occasionally results in pedestrians stepping into the road lane. Widening the sidewalk from 4 feet to 8 feet and moving it back from the face of the curb (which is flush with the surface of the crossing) will improve pedestrian safety at the railroad crossing.

Changing train detection to a constant warning time device will reduce congestion and improve safety by reducing driver frustration. Train speeds vary and switching does occur in the east approach circuit, which at present often generates longer warning times because the circuit is design for minimum warning time with the fastest train.

Pedestrian trespass on the railway right of way is an ongoing concern that both the City and the Museum have been addressing. Adding a train-activated gate on the east side of Snoqualmie Parkway crossing will help encourage pedestrians to use the designated pedestrian trail. (An existing train activated gate is in the west track block and protects the adjacent hydroelectric generating station from pedestrian trespass. This gate would remain in place as is, but would interface with new train detection in any replacement signals.)

Where are you in conversations with the Railroad about this project: *Explain:* **The Snoqualmie Valley Railroad is owned and operated by the Northwest Railway Museum, The Museum and the City of Snoqualmie have a close working relationship. The Museum and the City have been holding talks about crossing safety. The Museum and the City worked together on this proposal.**

Where are you in conversation with the Public and/or business owner's about this project:

Explain: **Improving safe access to the park has been discussed in prior public meetings and focus groups involving the downtown infrastructure project but has not been able to advance due to a lack of funding.**

Where are you in conversations with the Local Agency about this project: *Explain:* **The Snoqualmie Valley Railroad is owned and operated by the Northwest Railway Museum. The Museum and the City of Snoqualmie have a close working relationship. The Museum and the City have been in regular communication about crossing safety improvements, and about ways of reducing traffic congestion, which also affects crossing safety. The Museum and the City worked together on this proposal.**

Where are you in conversations with the Public and/or business owner's about this project:

Explain: **The railroad has received informal communication from the public expressing a desire for less traffic disruption at this busy crossing. Specifically, motorists contact the railroad about traffic disruption caused by the gates and lights activating when trains are switching tracks in the approach circuits.**

Project Schedule (enter dates as Mo./Yr.)

Project Milestone	Estimated Date
Project added to the Statewide Transportation Improvement Program (STIP)	TBD Mo./Yr.
Project agreement signed with WSDOT Local Programs	04/23.
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	04/23
Community/stakeholder engagement complete	TBD Mo./Yr.
Environmental documents approved by WSDOT Local Programs (required for every project)	05/23
Begin right-of-way (RW phase authorized by FHWA through WSDOT Local Programs)	N/A
Railroad contract	04/23
Contract advertised for roadway work (if required)	N/A
Contract awarded (must occur within two years of selection) (currently a 6 month lead for signals)	05/23
Open to traffic	11/23
Construction complete	11/23

Phase	Total Cost¹	Local Match	Program Funds Requested^{1,2}
Preliminary Engineering (PE)	\$ 15,000	\$	\$ 15,000
Right of Way (RW)	\$	\$	\$
Construction	\$ 830,634.	\$	\$ 830,634.
Total	\$ 845,634.	\$	\$ 845,634.

* Are ALL local match funds secured? Yes _____ No _____ N/A

Source(s) of match funds²: _____

1. Round all numbers to the nearest whole dollar (do not include decimals).
2. Projects require a ten percent local match per phase (preliminary engineering/design, right-of-way, and construction) for all eligible federal expenditures. If the construction phase is authorized by **April 30, 2024** then that phase will be eligible for 100% funding (no local match required). Federal funds cannot be used as match for any phase.

Signal purchase and installation - \$528,000. Does not include replacement of train-activated “no turns” lights located on intersection traffic signals. Cost estimates developed by Midvale Electric and Alstom.

Crossing widening - \$199,500 includes new rail and placement of concrete crossing. Cost estimates developed by Railworks Track Systems.

**Sidewalk interface - Est. 42 square yards of concrete sidewalk @ \$225 per square yard \$9,450
(Cost derived from sidewalk repair contract now in place in City of Snoqualmie)**

Train activated gate – \$26,500. Automatic gate across tracks to deter trespass. Cost estimate developed by railroad from recent gate repair work.

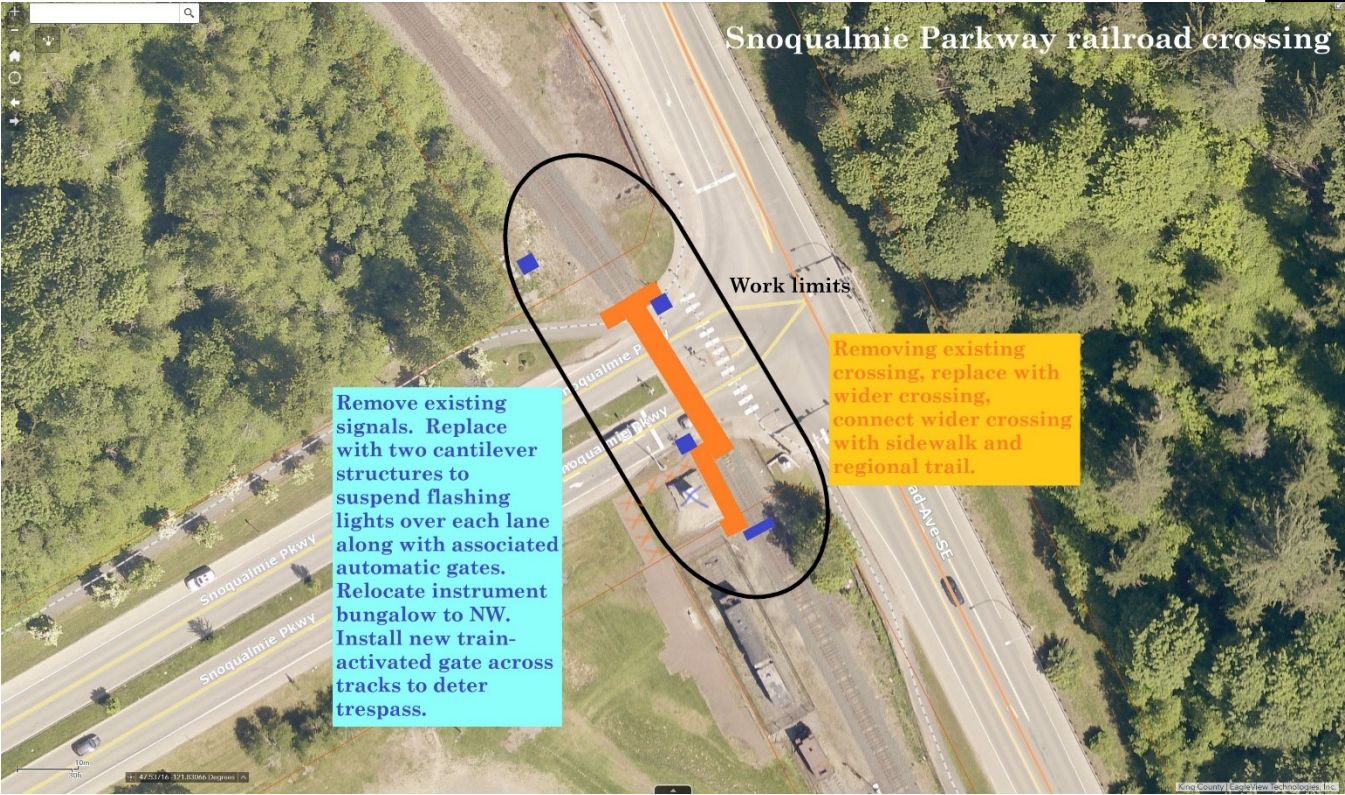
Sales tax - \$67,184.



Vicinity map for Snoqualmie Pkwy crossing; north is towards the top of the page. Snoqualmie Falls is shown at the top; most of the 2 million annual visitors use Snoqualmie Pkwy to access the park.



Crossing vicinity map for Snoqualmie Pkwy crossing.



Overview of proposed safety improvements.