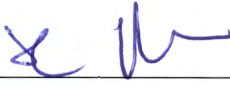


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2015

AGENDA ITEM: Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
BUDGET CODE: 10200030.548000.M1505	AMOUNT: N/A

SUMMARY:

The City was awarded \$276,500 in state funds under the WSDOT Pedestrian and Bicycle Safety Program for the Grove Street Pedestrian and Bicycle Improvements project from State Avenue to Cedar Avenue. The project includes construction of remaining curb, gutter and sidewalk, curb extensions, bicycle lanes, rail crossing improvements as necessary, followed by a full width pavement overlay.

The project is also funded in part by the Transportation Improvement Board (TIB, \$136,749) 2014 Urban Sidewalk Program and is an approved Transportation Benefit District (TBD) project. The total project cost is estimated at \$447,772, of which \$413,249 is grant funded, with the remaining \$34,523 to be funded by the TBD.

Since this is a state funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of state funds.

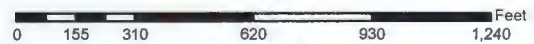
RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave).



Grove Street (Cedar - State)

Vicinity Map

- Project Area
- Parcels
- School
- Railroad



Printed: April 2014
Item 15-2



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Prefix		Route	()	Date	7/17/2015
Federal Aid Project Number				DUNS Number	076658673
Local Agency Project Number	M1505	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Grove Street Pedestrian and Bicycle Improvements	Start Latitude 48° 3'41"N End Latitude 48° 3'40"N	Start Longitude 122°10'37"W End Longitude 122°10'49"W
Project Termini From - To State Avenue Cedar Avenue	Nearest City Name Marysville	Project Zip Code (+ 4) 98270
Begin Mile Post	End Mile Post	Length of Project 0.15
Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point
	City Number 0745	County Number 31
	County Name Snohomish	
WSDOT Region Northwest Region	Legislative District(s) 38, 39	Congressional District(s) 2
	Urban Area Number 1	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$32,000	\$32,000	\$0	1	2015
R/W	\$77,000	\$0	\$77,000	9	2015
Const.	\$339,000	\$139,500	\$199,500	7	2016
Total	\$448,000	\$171,500	\$276,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width: Varies
Number of Lanes: varies between 2 and 4 lanes

Grove Street between State Ave and Cedar Avenue is varies in width from 2 to 3 lanes with a dedicated bus pullout for the Cedar Community Transit park-and-ride. The existing roadway has incomplete sidewalks. The intersection at State Ave is signal controlled. The intersection at Cedar Ave is 4-way stop sign controlled. BNSF rail crosses Grove Street at the mid-point. There has been some improvements due to the new construction of the park-and-ride facility.

Description of Proposed Work

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

Proejct includes curb, gutter, sidewalk, curb extensions, bicycles lanes, and rail crossing improvements.

Local Agency Contact Person Jeff Laycock, PE	Title Project Manager	Phone (360) 363-8274
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

By _____ Approving Authority

Project Prospectus Approval Title Public Works Director/City Engineer Date _____

Agency City of Marysville	Project Title Grove Street Pedestrian and Bicycle Improvements	Date 7/17/2015
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Type of Proposed Work			Roadway Width	Number of Lanes
Project Type (Check all that Apply)			varies 40'-60'	varies 2-4
<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Bridge	<input type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> Parking	<input type="checkbox"/> 3-R <input type="checkbox"/> 2-R <input type="checkbox"/> Other		

Geometric Design Data			
Description	Through Route	Crossroad	
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
	Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	30	
Design Speed	30	35	
Existing ADT	N/A	N/A	
Design Year ADT	N/A	N/A	
Design Year	N/A	N/A	
Design Hourly Volume (DHV)	N/A	N/A	

Performance of Work		
Preliminary Engineering Will Be Performed By City Staff	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
 NEPA not required for State funding. The City will complete a SEPA. BNSF permits will be required.

Agency City of Marysville	Project Title Grove Street Pedestrian and Bicycle Improvements	Date 7/17/2015
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Utilities

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

Railroad

<input type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Existing utilities, either City owned or privately owned, may require relocation as part of the project. Privately owned utilities will be relocated prior to construction. City owned utilities will be relocated during construction. Improvements to the BNSF railroad crossing, if any, will be performed prior to or in conjunction with construction.

FAA Involvement

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

Remarks

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

Agency City of Marysville

Date _____

By _____
Mayor/Chairperson



Highways and Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized \$276,500.00	Location and Description of Work (See also Exhibit "A") The Grove Street Pedestrian and Bicycle Improvements project from State Ave to Cedar Ave includes curb, gutter, sidewalk, curb extensions, bicycles lanes, and rail crossing improvements.
Participating Percentage 100%	Project Number	

This AGREEMENT is made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

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

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE			
a. Agency	32,000.00	32,000.00	0.00
b. Other			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	32,000.00	32,000.00	0.00
Right of Way			
f. Agency	77,000.00	0.00	77,000.00
g. Other			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	77,000.00	0.00	77,000.00
Construction			
k. Contract	199,500.00		199,500.00
l. Other Contract "Non-Participate"	139,500.00	139,500.00	
m. Other			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	339,000.00	139,500.00	199,500.00
r. Total Project Cost Estimate (e+j+q)	448,000.00	171,500.00	276,500.00

**I
General**

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

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

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

**II
Payment**

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

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

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

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE.

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

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

AGENCY

By: _____

Title: Mayor

Date: _____

**IV
Legal Relations**

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

**V
Nondiscrimination**

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

**VI
Venue**

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

**VII
Termination**

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

**VIII
Final Report and Final Inspection**

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

Non-Capital Projects

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

Capital Projects

1. A final inspection is required.

**IX
Supplement**

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

STATE

By: _____

Director, Highways and Local Programs

Date: _____