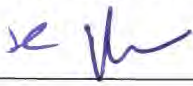


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** September 14, 2015

<b>AGENDA ITEM:</b> Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for Marshall Elementary Safe Routes to School Project	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b> 10200030.548000.M1506	<b>AMOUNT:</b> N/A

**SUMMARY:**

The City was awarded \$315,000 in state funds under the WSDOT Safe Routes to School Program for the Marshall Elementary Safe Routes to School Project on 116<sup>th</sup> St NE from east of State Ave to just west of approximately 47<sup>th</sup> Ave NE (Sherwood Forest). The project includes construction of curb, gutter and sidewalk with planter strips, bicycle lanes, traffic safety beacons, street lighting on PUD poles, and a full width pavement overlay. The total project cost is estimated at \$550,000, of which the remaining \$235,000 is funded by Transportation Benefit District (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.

<b>RECOMMENDED ACTION:</b> 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 Marshall Elementary Safe Routes to School Project
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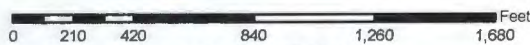




# Marshall Elementary School

## Safe Routes To School Project Vicinity Map

- Project Area
- Parcels
- School
- Item #15 Road



Printed: April, 2014



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<b>Highways and Local Programs State Funding Agreement</b>  Work by Public Agencies		Agency and Address  City of Marysville 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized  \$315,000.00	Location and Description of Work (See also Exhibit "A") The Marshall Elementary Safe Routes to School project on 116th St NE from State Ave to 47th Ave NE includes curb, gutter, sidewalk, planter strip, bicycle lane, curb ramps, beacons and street lighting.
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
<b>PE</b>			
a. Agency	30,000.00	30,000.00	0.00
b. Other			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>
<b>Right of Way</b>			
f. Agency	5,000.00		5,000.00
g. Other Agency "Non-Participate"	75,000.00	75,000.00	
h. Other			
i. State			
j. Total RW Cost Estimate (f+g+h+i)	<b>80,000.00</b>	<b>75,000.00</b>	<b>5,000.00</b>
<b>Construction</b>			
k. Contract	310,000.00		310,000.00
l. Other Contract "Non-Participate"	130,000.00	130,000.00	
m. Other			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	<b>440,000.00</b>	<b>130,000.00</b>	<b>310,000.00</b>
<b>r. Total Project Cost Estimate (e+j+q)</b>	<b>550,000.00</b>	<b>235,000.00</b>	<b>315,000.00</b>

**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: \_\_\_\_\_



Prefix	Route	( )	Date	7/17/2015
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	M1506	(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 Marshall Elementary Safe Routes to School	Start Latitude 48° 5'59"N	Start Longitude 122°10'30"W
	End Latitude 48°5'59"N	End Longitude 122°10'03"W
Project Termini From - To State Avenue approx. 47th Ave NE	Nearest City Name Marysville	Project Zip Code (+ 4) 98270
Begin Mile Post	End Mile Post	Length of Project 0.35
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.	\$30,000	\$30,000	\$0	1	2015
RW	\$80,000	\$75,000	\$5,000	9	2015
Const.	\$440,000	\$130,000	\$310,000	7	2016
<b>Total</b>	<b>\$550,000</b>	<b>\$235,000</b>	<b>\$315,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies	Number of Lanes varies between 2 and 3 lanes
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The project will take place on 116th St NE from State Avenue to approximately 47th Ave NE. The 116th St NE corridor varies in width from 2 to 3 lanes with some parking, curb, gutter and sidewalks, and shoulder. The corridor consists of commercial zoning near State Ave, multifamily residential and single family residential. The entryway to Marshall Elementary School is located near the center of the project limits. The existing roadway has incomplete sidewalks.

**Description of Proposed Work**

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

The project will include sidewalk, planter strip, bicycle lane, curb, gutter, curb ramps, pedestrian activated flashing beacon, school zone beacons with vehicle speed feedback signs, and street lights.

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

Project Prospectus Approval

By \_\_\_\_\_ Approving Authority

Title Public Works Director/City Engineer Date \_\_\_\_\_

Agency City of Marysville	Project Title Marshall Elementary Safe Routes to School	Date 7/17/2015
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### Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	varies 30'-40'	varies 2-3
<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	
<b>Federal Functional Classification</b>	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
	<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	25	35
	Design Speed	25	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 II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

### Environmental Considerations

NEPA not required for State funding. The City will complete a SEPA.



Agency City of Marysville	Project Title Marshall Elementary Safe Routes to School	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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<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract

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

Existing utilities, either City owned or privately owned, will require relocation as part of the project. Privately owned utilities will be relocated prior to construction. City owned utilities will be relocated and/or adjusted during 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