


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** June 27, 2016

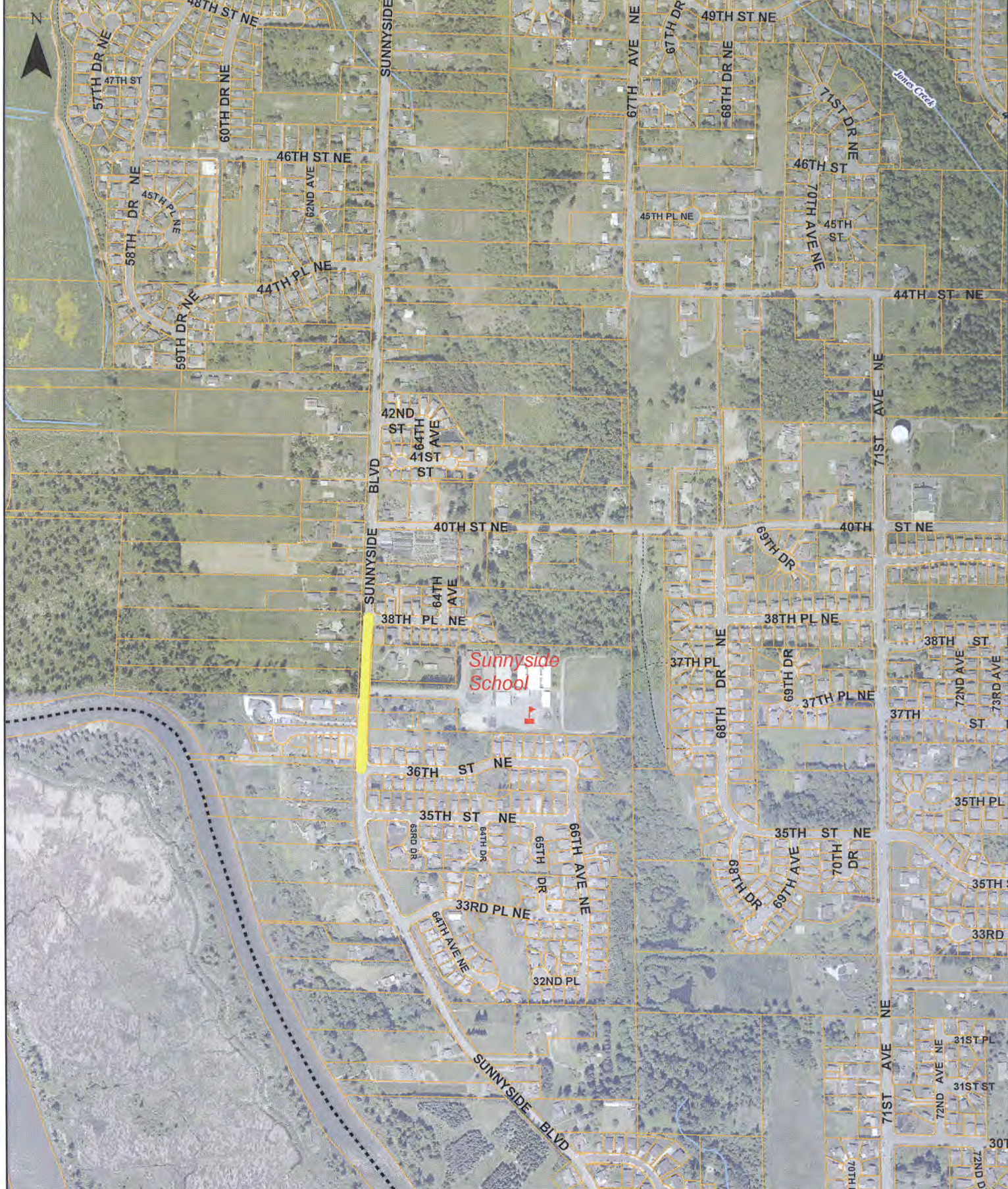
<b>AGENDA ITEM:</b> Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for the Sunnyside Elementary Safe Routes to School Project	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b> 30500030.563000, M1601	<b>AMOUNT:</b> N/A

**SUMMARY:**

The City was awarded \$205,000 in state funds (\$15,000 for design and \$190,000 for construction) under the WSDOT Safe Routes to School Program for the Sunnyside Elementary Safe Routes to School project. The project will construct curb, gutter and sidewalk on the east side of Sunnyside Blvd, near the elementary school, thereby completing the gap in the pedestrian sidewalk.

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. The agreement will only obligate design funding at this time. A supplemental agreement will be required to obligate construction funding.

<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 design funding for the Sunnyside Elementary Safe Routes to School Project
--



# Sunnyside Elementary School

## Safe Routes To School Project Vicinity Map



- █ Project Area
- Parcels
- ▣ School
- ++++ Railroad



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DERIVED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



<b>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 205,000.00	Location and Description of Work (See also Exhibit "A")  The Sunnyside Elementary Safe Routes to School Project includes curb, gutter, sidewalk, ramps, planters and school zone beacons with speed feedback signs.
Participating Percentage 100.00%	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 call 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 AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	15,000.00		15,000.00
	b. Other Agency non-part.	5,313.00	5,313.00	
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	\$ 20,313.00	\$ 5,313.00	\$ 15,000.00
Right of Way	f. Agency	70,000.00	70,000.00	0.00
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 70,000.00	\$ 70,000.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 90,313.00	\$ 75,313.00	\$ 15,000.00	

**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 parties.

**STATE**

By: \_\_\_\_\_  
Director, Local Programs

Date: \_\_\_\_\_



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	05/27/2016
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	M1601	( 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 Sunnyside Elementary Safe Routes to School	Start Latitude N 48d1'50" End Latitude N 122d8'47"	Start Longitude W 48d1'45" End Longitude W 122d8'47"			
Project Termini From-To 38th PI NE 36th St NE	Nearest City Name Marysville	Project Zip Code (+4) 98270-9544			
Begin Mile Post	End Mile Post	Length of Project	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)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$ 20,000	\$ 5,313	\$ 15,000	06/2016	
R/W	\$ 70,000	\$ 70,000	\$ 0	07/2016	
Const.	\$ 220,000	\$ 30,000	\$ 190,000	09/2016	
<b>Total</b>	<b>\$ 310,000</b>	<b>\$ 105,313</b>	<b>\$ 205,000</b>		

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

Roadway Width varies  
Number of Lanes 2 to 3 lanes

Sunnyside Blvd lacks sidewalk connections from 38th PI NE to 36th St NE, with the school's main and only entrance located in between.

**Description of Proposed Work**

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

Project includes curb, gutter sidewalk, planters, ramps and school zone beacons with speed feedback signs.

Local Agency Contact Person Jeff Laycock, PE	Title City Engineer	Phone (360) 363-8274	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By  Title City Engineer	Approving Authority	Date 6/6/16

Agency City of Marysville	Project Title Sunnyside Elementary Safe Routes to School	Date 05/27/2016
------------------------------	---	--------------------

<b>Type of Proposed Work</b>			
Project Type (Check all that Apply)		Roadway Width varies 35-45'	Number of Lanes varies 2-3
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Collector
	<input type="checkbox"/> NHS	<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	N/A
Design Speed	35	N/A
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

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

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input type="checkbox"/> Class III - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<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 Agreements	

Environmental Considerations  
NEPA not required for State funding. SEPA will be required.

Agency City of Marysville	Project Title Sunnyside Elementary Safe Routes to School	Date 05/27/2016
------------------------------	---	--------------------

<b>Right of Way</b>		
<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 type="checkbox"/> Relocation Required
	<input checked="" type="checkbox"/> No Relocation	

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

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

Existing utilities, either City owned or privately owned, may require relocation as part of the project. There are no known private utility relocations required. There are a few City owned utility relocations required that will be performed 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