

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Transportation Division/ Programming

DATE: July 11, 2017

REQUESTED ACTION: Accept State Pedestrian and Bicycle Program grant for Highway 99- Kline Sidewalk project, County Road Project# 370122.

Consent
 Hearing
 County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

Clark County has been awarded funds from Washington State Department of Transportation's Pedestrian and Bicycle Program to construct a missing segment of sidewalk on the east side of Highway 99 between NE 122nd Street and NE 129th Street. Approval of the attached Prospectus and State Funding Agreement forms will formally accept the funding to start design of the project.

COUNCIL POLICY IMPLICATIONS

None. This project supports the Council's policy of investing in the county road system by providing safe and efficient transportation systems for all county residents.

ADMINISTRATIVE POLICY IMPLICATIONS

None. The project is included in the 2017-2022 Transportation Improvement Program (TIP), 2017 Annual Construction Program (Item# 19) and 2017-2018 budget.

COMMUNITY OUTREACH

Outreach for the 2017-2022 TIP included two work sessions and a hearing with the Board of County Councilors and presentations to the Clark County Planning Commission, Development and Engineering Advisory Board and Clark County Finance Committee, as well as neighborhood outreach and information on the county website. A SEPA review was also included in the Capital Facilities Plan approval process.

BUDGET IMPLICATIONS

YES	NO	
✓		Action falls within existing budget capacity.
	✓	Action falls within existing budget capacity but requires a change of purpose within existing appropriation

PW17-078

✓	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.
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BUDGET DETAILS

Local Fund Dollar Amount	\$148,000
Grant Fund Dollar Amount	\$410,000
Account	County Road Fund
Company Name	N/A

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

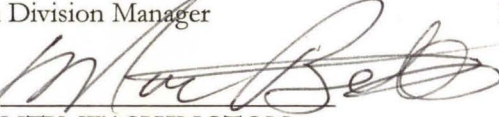
Please return two originally signed copies of each document and a copy of the approved staff report to the Department of Public Works Transportation Programming section, attention Michael Derleth.

Attachments:

- Project Prospectus
- State Funding Agreement
- Vicinity Map


 Carolyn Heniges, P.E.
 Transportation Division Manager


 Heath H. Henderson, P.E.
 Public Works Director/County Engineer

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: 7-11-17
 SR# 141-17



APPROVED: _____
 Robert M. Stevens, Deputy County Manager

DATE: _____



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address Clark County 1300 Franklin St P.O. Box 9810 Vancouver, WA 98666-9810
Agreement Number	Maximum Amount Authorized	Location and Description of Work (See also Exhibit "A") Highway 99-Klineline Sidewalk: NE 122nd to 129th St. Construct sidewalk on east side, re-stripe roadway for buffered bike lane, add crosswalk at NE 20th Ave, pedestrian amenities, utility adjustments.
Participating Percentage 100%	Project Number	

This AGREEMENT is made and entered into this 11th day of July, 2017, 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	65,000.00		65,000.00
b. Other Eligible Non-State	25,000.00	25,000.00	0.00
c. Other	0.00	0.00	0.00
d. State	5,000.00	5,000.00	0.00
e. Total PE Cost Estimate (a+b+c+d)	95,000.00	30,000.00	65,000.00
Right of Way			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	95,000.00	30,000.00	65,000.00

**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: County Board Chairperson

Date: 7-11-15



**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.

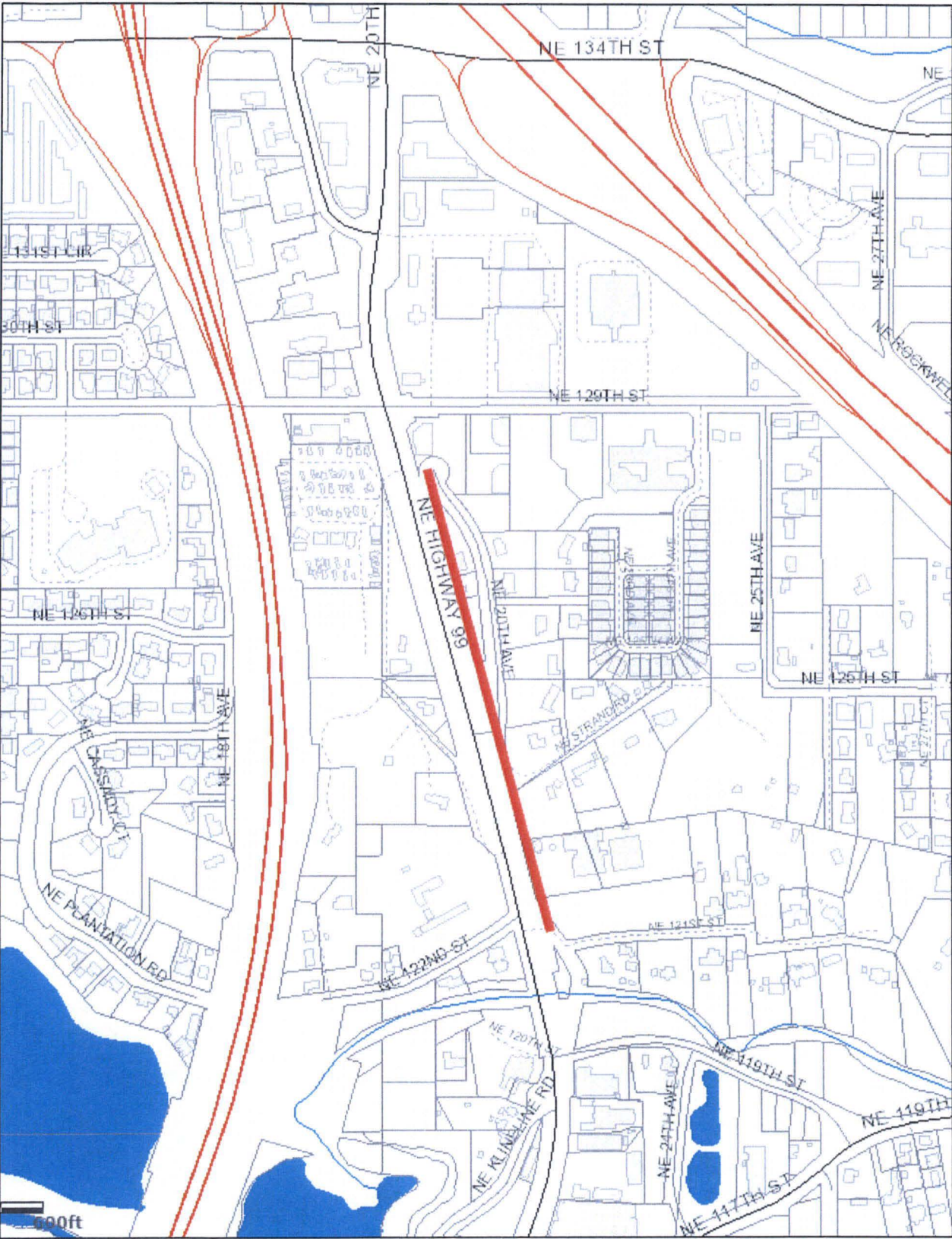
STATE

By: _____

Director, Local Programs

Date: _____

Vicinity Map



Highway 99 – Kline Line Sidewalk Project
(NE 122nd Street to NE 129th Street)
CRP 370122

Prefix		Route	()	Date	6/8/2017
Federal Aid Project Number				DUNS Number	030783757
Local Agency Project Number	370122	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001299

Agency Clark County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Highway 99-Klineline Sidewalk	Start Latitude N 45.7098	Start Longitude W -122.6491
	End Latitude N 45.7141	End Longitude W -122.6508
Project Termini From - To NE 122nd St NE 129th St	Nearest City Name Vancouver	Project Zip Code (+ 4) 98686-3219
Begin Mile Post 6.19	End Mile Post 6.55	Length of Project 0.36 miles
Route ID	Begin Mile Point	End Mile Point
	City Number NA	County Number 6
	County Name Clark	
WSDOT Region Southwest Region	Legislative District(s) 49	Congressional District(s) 3
		Urban Area Number 3

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.	\$95,000	\$30,000	\$65,000	8	2017
R/W	\$10,000	\$10,000	\$0	1	2018
Const.	\$453,000	\$108,000	\$345,000	8	2018
Total	\$558,000	\$148,000	\$410,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 63 feet	Number of Lanes 4
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No sidewalk exists along 4-lane primary arterial.

Description of Proposed Work

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

Construct sidewalk on east side connecting to existing sidewalk north and south. Re-stripe travel lanes to add buffered bicycle lane. Add crosswalk with any required lighting upgrades at NE 20th Avenue intersection. Add pedestrian amenities and adjust utilities as needed.

Local Agency Contact Person Michael Derleth	Title Capital Program Specialist	Phone 360.397.6118 x5792
Mailing Address P.O. Box 9810 / 1300 Franklin St.	City Vancouver	State WA
		Zip Code 98666-9810

By _____
Project Prospectus Approval

_____ Approving Authority
Title Public Works Dir. / County Engineer Date _____

Agency Clark County	Project Title Highway 99-Kline Sidewalk	Date 6/8/2017
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	63	NA
<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 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 type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" 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	40 mph	25 mph
	Design Speed	45 mph	30 mph
	Existing ADT	15795	200
Design Year ADT	Unknown	Unknown	
Design Year	Unknown	Unknown	
Design Hourly Volume (DHV)	774	20	

Performance of Work		
Preliminary Engineering Will Be Performed By Agency	Others 10 %	Agency 90 %
Construction Will Be Performed By Contractor	Contract 95 %	Agency 5 %

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 checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
None.

Agency Clark County	Project Title Highway 99-Kline Sidewalk	Date 6/8/2017
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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 checked="" 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 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
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Minor adjustment of utilities may be required. Examples could include relocating valve boxes, hydrants or utility pedestals to accommodate construction.

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

Remarks

N/A

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 Clark County Board of Councilors

Date 7-11-17 By [Signature]
 Mayor/Chairperson

