

Shoreline City Clerk

Receiving

1245

I-00-001

**Washington State
Department of
Transportation (DOT)**



MEMORANDUM

DATE: June 26, 2000

TO: Robert E. Deis, City Manager

VIA: William L. Conner, Public Works Director *wlc*

FROM: Chuck Purnell, City Engineer *CP*

SUBJECT: Washington State Department of Transportation Project to widen NE 175th Street to provide additional left turn space for the North and South on ramps

On April 12, 1999 Council authorized the City Manager to execute an interlocal agreement and necessary easements, etc. with WSDOT for widening of North 175th Street at I-5 to extend the left turn lanes for I-5 north and southbound access.

Attached are two copies of a letter requesting transfer of grant funds to WSDOT to be used for the construction of stormwater treatment facilities.

Please sign both copies of the Letter and return to Chuck Purnell, City Engineer.



CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. Three (3) copies of the agreement document must be attached to this worksheet.
2. Amendments/change orders to agreements must include one (1) copy of the original agreement, along with two (2) copies of the actual amendment/change order.
3. All copies of the agreement should be signed by the consultant/contractor after review by the City Attorney.
4. All data requested on the worksheet must be provided, including expiration date and the authorized original total dollar amount (estimate both, if necessary).
5. Upon completion of the review process, three (3) copies of the agreement will be distributed as follows: (1) to the department, who should then forward the copy back to the contractor. (2) copies forwarded to the City Clerk's Office.

PENDING

CONTRACT DESCRIPTION

Contract Originator: Chuck Purnell
 Department/Division: Public Works Date: June 29, 2000

Type of Contract: (C) Construction (G) Purchase of Goods (I) Intergov't Agreement
 (P) Personal Svcs (L) Lease Agreement (O) Other
 (A) Addendum (W) Public Works (S) Purchase of Services (all types)
 (GR) Grants

Contract Modification: _____

Bid/RFP Number: _____ Escrow Acct. Set Up: Yes No

Brief Description: Letter transferring grant funds for NE 175th Street widening project at I-5.

Name of Contractor, Lessor, Vendor: WSDOT

Employer ID or SS # (required for Professional Services Contracts): _____

Effective Date: Upon Execution Termination Date: N/A

Total Amount of Contract: N/A Program # and Object: N/A
(including reimbursable expenses)

Source of Funds: N/A

Payment Terms (monthly installments, progress payments, etc.): N/A

Remarks: _____

SIGNATURE ROUTE:		Date		Date
<input checked="" type="checkbox"/> 1. Department Head	<u>W. Purnell</u>	<u>29 June 2000</u>	<input checked="" type="checkbox"/> 6. City Council	<u>April 12, 1999</u>
<input checked="" type="checkbox"/> 2. Purchasing	<u>CHE 6129</u>		(if required)	
<input checked="" type="checkbox"/> 3. Budget	<u>6-28</u>			
<input checked="" type="checkbox"/> 4. City Attorney	<u>7/5/00</u>		<input checked="" type="checkbox"/> 7. City Manager	<u>6/5 Jan RD 7:10:00</u>
<input checked="" type="checkbox"/> 5. Purchasing	<u>7/7</u>		<input checked="" type="checkbox"/> 8. City Clerk	<u>7/10/00</u>



PENDING

CITY OF SHORELINE
Clerk's Receiving
No: 1245
Date: 7/10/00

City of Shoreline

Public Works Department
17544 Midvale Avenue North
Shoreline, WA 98133-4921
(206) 546-1700 ♦ Fax (206) 546-0780

June 29, 2000

Terry Paananen/Ed Conyers
WSDOT, Northwest Region
P.O. Box 330310
Shoreline, WA 98133-9710

Subject: Request transfer of grant funds to SR 5 NE 175th SB on ramp Channelization and Signal Improvements

Dear Sirs:

The City of Shoreline is requesting the transfer of grant funds to WSDOT for the above noted project. In June of 1997 the City of Shoreline executed an agreement with WSDOT to utilize grant funds to construct a stormwater control project at Ronald Bog Park, adjacent to SR 5. Since that time, WSDOT has been preparing construction documents to provide left turn improvements at NE 175th St. and SR 5.

Water quality facilities will also be constructed as part of this project and the City of Shoreline recognizes these improvements meet the intent of the original City project for which the grant funds were received. Therefore, we request the grant funds (\$37,195 Federal and \$2,150 State) be transferred to WSDOT with the understanding that WSDOT will need to provide the local matching funds.

If you have any questions regarding these proposed changes, please feel free to Chuck Purnell, City Engineer at 206-546-8887.

Sincerely,

Robert E. Deis
City Manager

Attachment: Agreement

cc: Catherine L. George, P.E.
Design Project Engineer
WSDOT, Northwest Region
P.O. Box 330310
Shoreline, WA 98133-9710

AGREEMENT

Clerk's Receiving

No. 356

Date 6/11/97

R.A. Rose

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and City of Shoreline, 17544 Midvale Ave N, Shoreline, Washington, 98133-0710, hereinafter called the "CITY";

WHEREAS, the STATE has obtained grant monies for Stormwater Control and has subsequently redistributed the grant monies to local agencies, and

WHEREAS, the CITY is planning to utilize the grant monies for construction of improvements under a project entitled "SR 5 - Stormwater Control - Ronald Bog Park", hereinafter called the "PROJECT", and

WHEREAS, the STATE will contribute 50% of the required matching funds, up to but not to exceed \$ 2,150 toward the CITY's PROJECT, and

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I GENERAL

The CITY will act as lead agent in the construction of the PROJECT.

II PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the CITY, agrees to reimburse the CITY for the actual direct and related indirect cost of the work.

An estimate of cost for work to be performed by the CITY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made apart of this AGREEMENT.

Partial payments shall be made by the STATE, upon request to the CITY, 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 final audit, all required adjustments will be made and reflected in a final payment

The CITY agrees to submit a final bill to the STATE within forty-five (45) days after the CITY has completed the work.

III RIGHT OF ENTRY

The STATE hereby grants and conveys to the CITY the right of entry upon all land which the STATE has interest, within or adjacent to the right of way to the highway, for the purpose of designing the CITY's PROJECT.

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the CITY.

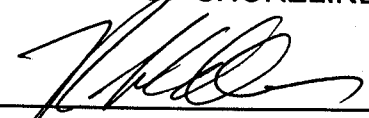
IV LEGAL RELATIONS

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

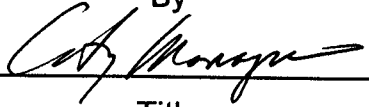
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF SHORELINE

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



By



Title



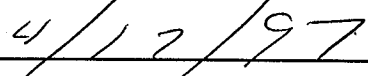
Date

By

APPROVED AS TO FORM:



Attorney General



Date