

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202305008

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Washington State Department of Transportation

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): TBD CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): TBD

Is this contract the result of a RFP or Bid process?
 Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: CRP 919008

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>3,992,575.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope:

This Local Agency Agreement and Project Prospectus are required to obligate state funds to be used for continued preliminary engineering work on the Lummi Island Ferry Replacement and Modernization Project.

Term of Contract: <i>N/A</i>	Expiration Date: <i>N/A</i>
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- Contract Routing:
- | | |
|--|------------------------|
| 1. Prepared by: <u>James Lee</u> | Date: <u>4-21-2023</u> |
| 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>4-26-23</u> |
| 3. AS Finance reviewed: <u>A Martin</u> | Date: <u>4/26/2023</u> |
| 4. IT reviewed (if IT related): _____ | Date: _____ |
| 5. Contractor signed: <u>✓</u> | Date: <u>6/8/23</u> |
| 6. Submitted to Exec.: <u>✓</u> | Date: <u>5/26/23</u> |
| 7. Council approved (if necessary): <u>AB2023- 337</u> | Date: <u>5/23/23</u> |
| 8. Executive signed: <u>✓</u> | Date: <u>5/30/23</u> |
| 9. Original to Council: _____ | Date: _____ |

Elizabeth Kosa
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive and
The Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Director *EK*

From: James P. Karcher, P.E., County Engineer *gpk*
James E. Lee, P.E., Engineering Manager *JEL*

Date: April 25, 2023

Re: Lummi Island Ferry Replacement & System Modernization Project
CRP No. 919008
Federal Aid Project Prospectus and Local Agency Agreement

RECEIVED

MAY 25 2023

WHATCOM COUNTY
EXECUTIVE'S OFFICE

Enclosed for your review and signature are two (2) originals each of a Project Prospectus and one (1) original of the Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the Lummi Island Ferry Replacement and System Modernization Project, CRP No. 919008.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with WSDOT to receive state funding for the above-referenced project.

Please sign the Local Agency Agreement in **blue ink** and return the original to my office for further processing. We will return a fully executed copy following signature by WSDOT. Please keep one original of the Project Prospectus for your files and return the other original to my office, as it requires no signatures from WSDOT.

Background and Purpose

In July of 2018 the Whatcom County Council approved resolution 2018-026 which established a level of service for the Lummi Island Ferry System and included the Lummi Island Ferry Service Action Plan. Elements of the action plan include construction of a new hybrid diesel-electric ferry vessel, modifications to the existing terminals to accommodate the new vessel, and upland improvements at the Lummi Island terminal including modified queuing and loading lanes, new ADA compliant restrooms and other ancillary improvements. Preliminary engineering work has begun on this project, but significant engineering and environmental permitting work remains to be completed prior to the construction phase of this project.

Whatcom County has received \$5.3 million in state Move Ahead Washington (MAW) funds for this project and this Project Prospectus and Local Agency Agreement are required to obligate these funds so that they can be used for continued engineering phase work on this project.

Funding Amount and Source

This Project Prospectus and Local Agency Agreement obligates \$3,987,575.00 in state MAW funds with a \$5,000.00 road fund contribution. This project is listed as Item No. 44 on the 2023 Annual Construction Program.

Please contact James Lee at extension 6264 if you have any questions regarding this agreement.



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address Whatcom County 322 N. Commercial Street, Suite 310 Bellingham, WA 98225
Agreement Number LA10623	Maximum Amount Authorized \$3,987,575	Location and Description of Work (See also Exhibit "A") This project proposes to construct a new 34-car hybrid diesel-electric ferry and complete associated terminal modifications and upland operational improvements
Participating Percentage 100%	Project Number GRP No. 919000 DK	

HLP-MAWA(003)

This AGREEMENT is made and entered into 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 100% state funding participation for PE	a. Agency	\$ 588,975.00		\$ 588,975.00
	b. Other Consultant	\$ 3,398,600.00		\$ 3,398,600.00
	c. Other			
	d. State Services	\$ 5,000.00	\$ 5,000.00	
	e. Total PE Cost Estimate (a+b+c+d)	\$ 3,992,575.00	\$ 5,000.00	\$ 3,987,575.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	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)	\$ 3,992,575.00	\$ 5,000.00	\$ 3,987,575.00	

**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: Stephanie Tax

Title: Whatcom County Executive

Agency Date: 5/30/2023

Approved as to form:
approved by CQ via email 4-26-2023
Christopher Quinn

**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: Stephanie Tax
Digitally signed by Stephanie Tax
Date: 2023.06.08 23:30:33 -07'00'
Director, Local Programs

Date: _____



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	4-21-2023
Federal Aid Project Number			DUNS Number	
Local Agency Project Number	CRP 919008	(WSDOT Use Only)	Federal Employer Tax ID Number	
Agency Whatcom County	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 Lummi Island Ferry Replacement & System Mod	Start Latitude N 48.73 End Latitude N 48.72	Start Longitude W -122.67 End Longitude W -122.68		
Project Termini From-To N/A N/A	Nearest City Name Bellingham	Project Zip Code (+4) 98225-4042		
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.00	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 37	County Number 37 County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 42	Congressional District(s) 2	Urban Area Number	

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.	3,992,575	5,000	3,987,575	June, 2023
R/W				
Const.	46,305,000	46,305,000 (varies)		September, 2026
Total	50,297,575	46,310,000	3,987,575	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width N/A	Number of Lanes N/A
Existing system is composed of a 60-year old ferry that is capable of carrying 16 standard sized vehicles and the associated terminal facilities.	

Description of Proposed Work

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

This project proposes to construct a new 34-car hybrid diesel-electric ferry and complete associated terminal modifications and upland operational improvements.

Local Agency Contact Person James Lee	Title Engineering Manager	Phone 360-778-6264
Mailing Address 322 N. Commercial Street, Suite 301	City Bellingham	State WA Zip Code 98225
Project Prospectus	By <u>James P. Karcher</u> Title County Engineer	Approving Authority Date 5-05-2023

Agency Whatcom County	Project Title Lummi Island Ferry Replacement & System	Date 4-21-2023
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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"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input 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	N/A	N/A

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input 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 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 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		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant Contract	Others 85 %	Agency 15 %
Construction Will Be Performed By Construction Contract	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 Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Whatcom County Planning and Development Services: Archaeological, Critical Areas/Shorelines
US Army Corps of Engineers; NWP/Section 404
USFWS/NMFS: ESA Section 7 compliance
WDFW: Hydraulic Project Approval
WA Dept. of Ecology: Water Quality Certification/Section 401
Maritime Administration: NEPA

Agency Whatcom County	Project Title Lummi Island Ferry Replacement & System	Date 4-21-2023
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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 type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities	Railroad
<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 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 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

Design and construction of the electrical infrastructure needed for charging the ferry battery banks.

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.

Date _____ Agency By Satpal Singh Mayor/Chairperson 5/30/2023