

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202307029**

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900/Construction
Contract or Grant Administrator:	Joshua L. Cihak, P.E., Engineering Manager
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 919005	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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): \$ 22,100 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for: all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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.
Summary of Scope: _____	
This Interlocal Agreement between the City of Bellingham and Whatcom County is to coordinate the construction of the Samish Way & Galbraith Lane Crosswalk.	
Term of Contract: Completion of Project	Expiration Date: N/A

Contract Routing:	1. Prepared by: <u>AJT</u>	Date: <u>7/25/23</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/25/2023</u>
	3. AS Finance reviewed: <u>Amy Martin</u>	Date: <u>7/25/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>10/9/23</u>
	6. Executive contract review: <input checked="" type="checkbox"/>	Date: <u>8/14/23</u>
	7. Council approved, if necessary: <u>AB2023-503</u>	Date: <u>8/8/23</u>
	8. Executive signed: <input checked="" type="checkbox"/>	Date: <u>8/14/23</u> <u>10/8/23</u>
	9. Original to Council: _____	Date: _____

**Elizabeth Kosa**  
Director



**Douglas W. Ranney II, 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  
Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Director *Eak*

From: Douglas W. Ranney II, P.E., County Engineer *DWR*  
Joshua L. Cihak, P.E., Engineering Manager *JL*

Date: July 25, 2023

Re: Samish Way & Galbraith Lane Crosswalk; CRP No. 919005;  
**Interlocal Agreement with the City of Bellingham**

**RECEIVED**

**AUG 14 2023**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

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Enclosed for your review and signature are two (2) originals of the Interlocal Agreement between Whatcom County (County) and the City of Bellingham (City) for the Samish Way & Galbraith Lane Crosswalk, CRP No. 919005.

### **Requested Action**

Public Works respectfully requests that the County Council authorize the County Executive to enter into this agreement with the City of Bellingham, who will construct a crosswalk at Samish Way and Galbraith Lane on behalf of Whatcom County. Please sign, date and return **both** originals of the Interlocal Agreement for further processing. We will return a fully executed original once they are signed by the City.

### **Background and Purpose**

The Whatcom Mountain Bike Coalition and the City announced plans in 2018 to construct a new parking lot at the Lake Padden Park for access into the Galbraith Mountain trail system. Since that announcement, the County and City have been coordinating the construction of the Samish Way & Galbraith Lane Crosswalk project. This Interlocal Agreement will authorize a transfer of funds from the County to the City for constructing the elements of the crosswalk as outlined in the agreement.

### **Funding Amount and Source**

Total estimated costs related to the Interlocal Agreement are \$22,100, to be paid for from local road funds. This project is listed as Item No. 7 on the 2023 Annual Construction Program (ACP). There is sufficient budget authority in the ACP for this expenditure.

Please contact Andrew Tischleder, at extension 6224, if you have any questions or concerns regarding the terms of this agreement.



# Contract Coversheet

Contract: C2301262  
Amendment: N/A

<b>Supplier</b> Whatcom County Executive	<b>Department</b> Public Works	<b>Originator</b> Jennifer Hamilton	
<b>Classification</b> Interlocal Agreement	<b>Project Name</b> ILA - Samish Way / Galbraith Lane Crosswalk	<b>Project Manager</b> Steven Haugen	
<b>Original Amount</b> \$22,100.00	<b>Maximum Amount</b>	<b>Total Amendment Change</b>	<b>Current Amendment Amount</b>
<b>Type</b> SM - Services/Mixed	<b>Structure</b> ST - Standard	<b>Agreement Type</b> REVENUE - Revenue contract	
<b>Termination Date</b> 12/31/2025	<b>Amended Termination Date</b>	<b>Compliance Type</b> Insurance not required	
<b>Retainage %</b>	<b>Retainage Comments</b>		
<b>Renewal Date</b>	<b>Renewal Notes</b>		

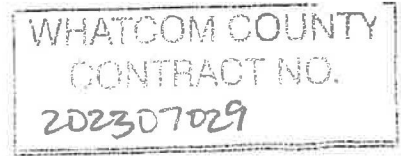
### Additional Contract Notes:

Whatcom County Interlocal Agreement - Construction of the Samish Way & Galbraith Lane crosswalk. Approved by Council 9/25/2023. Specific termination date not indicated but added for review purposes - City Project Manager will review at that time (close contract or extend). Fully executed copy will be sent to Doug Ranney by Jennifer Hamilton.  
jbh

### Contacts:

Jennifer Hamilton - jbhamilton@cob.org  
Andy Wojciechowski - arwojciechowski@cob.org  
Joel Pfundt - jfpfundt@cob.org  
Steven Haugen - shaugen@cob.org  
Doug Ranney - DRanney@co.whatcom.wa.us

COUNTY ORIGINAL



**INTERLOCAL AGREEMENT  
CITY OF BELLINGHAM - WHATCOM COUNTY  
CONSTRUCTION OF THE  
SAMISH WAY & GALBRAITH LANE CROSSWALK**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between the **CITY OF BELLINGHAM** (the "City") and **WHATCOM COUNTY** (the "County") to coordinate the construction of the Samish Way & Galbraith Ln Crosswalk.

**WITNESSETH:**

**WHEREAS**, Samish Way is a rural major collector and Galbraith Lane is a rural local access road that are both located within unincorporated Whatcom County, while Lake Padden Park is adjacent to Samish Way and located within Bellingham city limits; and

**WHEREAS**, the Whatcom Mountain Bike Coalition (WMBC) worked in collaboration with the City to construct a new parking lot for the Lake Padden and Galbraith Mountain trail systems; and

**WHEREAS**, the City and the County desire to construct a crosswalk on Samish Way to provide a safer and more efficient movement for bicycles and pedestrians to cross Samish Way from Lake Padden Park to access the Galbraith Mountain trail system via Galbraith Lane; and

**WHEREAS**, the County committed to funding the construction of the crosswalk on Samish Way by programming the project into their Six Year Transportation Improvement Program; and

**WHEREAS**, this Agreement provides for the City to act as the lead agency on behalf of both the City and County in constructing portions of the crosswalk project; and

**WHEREAS**, the City and the County desire to enter into this Agreement in order to coordinate the construction phases of the Samish Way & Galbraith Lane Crosswalk on a basis of mutual advantage pursuant to the Washington State Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to coordinate the construction of the Samish Way & Galbraith Lane Crosswalk (the "Project"). For purposes of this Agreement, the term "Project" shall mean the full scope of the Samish Way & Galbraith Lane Crosswalk.

**II. CITY'S RESPONSIBILITIES**

2.1 The City shall promptly review and comment upon all items submitted to it by the County in order for the County to complete the design of the project.

2.2 The City shall obtain a Revocable Encroachment Permit from Whatcom County prior to commencing the work they are performing per this agreement. Whatcom County will waive any fees associated with obtaining the permits.

2.3 The City has prepared, and the County accepted, a construction estimate that was developed based on the conceptual design prepared for the Project by the County and referenced in Section 3.1. Project elements include the following:

- a) Install solar powered Rectangular Rapid Flashing Beacon (RRFB) with associated crosswalk signage;
- b) Install crosswalk pavement markings; and
- c) Install advanced warning signage for crosswalk.

The construction estimate is attached hereto as Exhibit A. The City shall prepare a final cost statement upon project completion and submit it to the County for reimbursement in one lump sum.

2.5 The City shall be responsible for the construction of a separated bike and pedestrian trail from the parking lot directly to the Project crosswalk landing in an effort to reduce conflict points between bicyclists and motorists at the entrance and exit to the parking lot.

### **III. COUNTY'S RESPONSIBILITIES**

3.1 The County has prepared, and the City accepted, a conceptual design plan for the project.

3.2 The County shall be responsible for installing signage restricting parking along the shoulders of Samish Way, through an ordinance, to ensure sight distance standards are met for the crosswalk prior to commencement of construction of the Project.

3.3 The County shall be responsible for reimbursing the City for all Project costs, as provided in Article IV of this Agreement.

3.4 The County shall inspect and accept the Project in writing upon physical completion. Title to all Project improvements shall automatically vest in the County upon Project acceptance.

3.5 The County shall be responsible for maintaining the installed RRFB and crosswalk with all associated appurtenances.

### **IV. COUNTY'S FINANCIAL CONTRIBUTION**

The County's financial contribution to the Project consists of paying the City on a time and materials basis for the actual cost to complete the work outlined in section 2.3 of this agreement, as detailed in the City's final cost statement. The County will also be responsible for any costs associated with the design and permitting of the Project. If the County disputes any amounts invoiced to it under this Agreement, the City public works director and County public works director shall meet and attempt in good faith to resolve the disputed charges. If agreement is not reached,

the dispute shall be submitted to mediation, and if necessary, arbitration. Mediation and arbitration fees shall be shared equally by the parties. The County shall pay all undisputed amounts within 30 days of the invoice date. Interest shall accrue on any delinquent amounts at the rate of 12% per annum.

#### **V. TERM OF AGREEMENT**

This interlocal agreement shall be effective on the date of the signature of the last party to sign ("Effective Date") and shall, unless terminated as otherwise provided herein, remain in full force until the purpose and City/County ("Party") responsibilities herein described are completed. The indemnification/hold harmless provisions of Section VI shall survive termination of this Agreement.

#### **VI. INDEMNIFICATION/HOLD HARMLESS**

The City and the County (each referred to herein as a "Party") agree to indemnify, defend and hold the other party and their elected officials, agents and employees harmless for and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges that the other Party may incur or pay out by reason of any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying Party under this Agreement. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for purpose of this indemnification. The City and County acknowledge that this waiver has been mutually negotiated.

#### **VII. DISPUTE RESOLUTION**

8.1 *Arbitration.* The Parties mutually covenant to work cooperatively to timely resolve any dispute that may arise between the parties concerning this agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04 *et seq.* and the Whatcom County Mandatory Arbitration Rules, and that the Parties will jointly stipulate to an arbitrator.

8.2 *Governing Law and Venue.* The Parties agree that any dispute shall be governed by the law of the State of Washington and shall be brought for resolution in Whatcom County.

#### **VIII. MODIFICATION OF AGREEMENT**

Any changes, additions or other modifications to this agreement shall not be valid or binding upon either party unless such changes, additions or other modifications are in writing and executed by an authorized representatives of the parties hereto.

#### **IX. PROJECT COORDINATORS**

10.1 The Project Coordinator for the County is Andrew Tischleder, Project Engineer, or designee (360)778-6224.

10.2 The Project Coordinator for the City is Steve Haugen, Superintendent – Traffic, Parking and Fiber, or designee (360)778-7811.

**X. MISCELLANEOUS PROVISIONS**

11.1 *Severability.* If any provision of this agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this agreement.

11.2 *Status of Employees.* Neither the City nor the County shall assume any liability for the direct payment of any salary, wages, or other compensation to any of the other party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee or other representative of the Parties shall be deemed an employee of the other Party for any reason.

11.3 *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and the County. Those other agreements continue in effect according to the terms of those agreements.

11.4 *Rights and Remedies.* The rights and remedies provided in this agreement are in addition to any other rights and remedies that may be provided by law.

11.5 *Entire Agreement.* This document is the complete and exclusive agreement between the Parties. It supersedes all oral or written proposals and/or other communications between the Parties regarding the project. If applicable, recording and/or publication of this agreement shall be in accordance with RCW section 39.34.040.

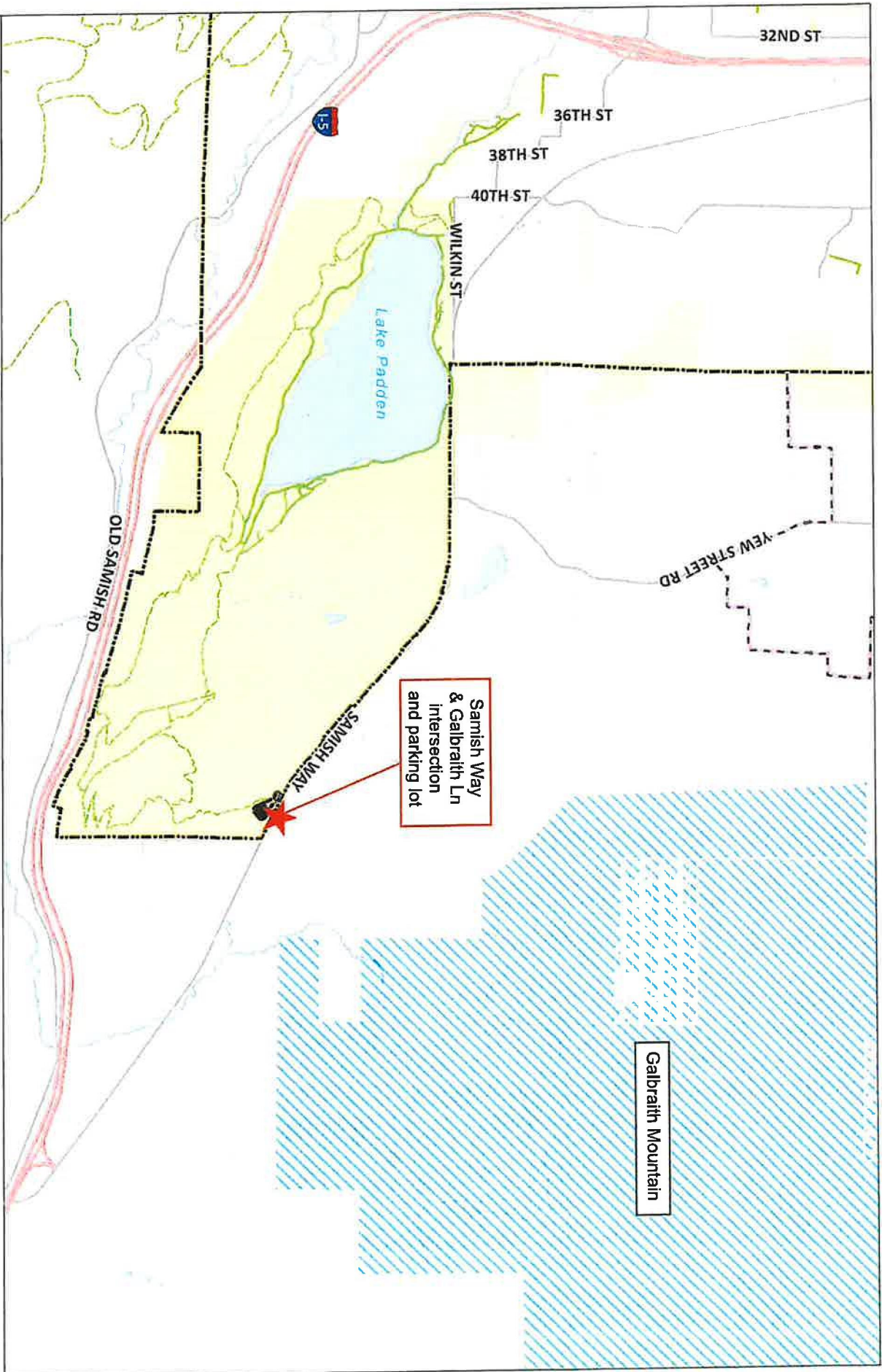




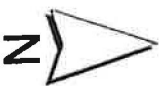


**EXHIBIT A**  
**SAMISH WAY & GALBRAITH LANE CROSSWALK**  
**CONSTRUCTION COST ESTIMATE**

RRFB Flashing Gear	\$ 12,000
Signing Including Posts	\$ 1,800
Crosswalk	\$ 1,200
<u>Installation &amp; Misc</u>	<u>\$ 2,000</u>
TOTAL	\$ 17,000
<u>Contingency (30%)</u>	<u>\$ 5,100</u>
GRAND TOTAL	\$ 22,100



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