

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202606030

Originating Department:	90 - Public Works
Division:	Design & Construction
Program:	905900 / Construction
Contract or Grant Administrator:	Josh Cihak, P.E. - Engineering Manager
Contractor's / Agency Name:	Washington Department of Transportation

Type of contract:	Public Works - Local Agency/Federally Funded FHWA	
Is this a new contract ?	If not, is this an amendment or renewal to an existing contract?	If amendment or renewal (per W.C.C. 3.08.11(a)), original contract #:
Yes	No	
Is this a grant agreement?	If yes, grantor agency contract numbers:	ALN:
Yes	TBD	<i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract grant-funded ?	If yes, Whatcom County grant contract number(s):	
Yes	TBD	
Is this contract the result of an RFP or Bid Process?	If yes, RFP and Bid number(s):	Federal reimbursement?
No		Yes
Procurement Method:	Other - (N/A; agreement for federal funding reimbursement)	
Council review requirements & exemptions:	Required - Grant exceeds \$40,000	

Fund:	1900	Original Contract Amount (if amendment):	N/A
Cost Center:	19002635	This Amendment Amount (if applicable):	
Object Account:	4333.2002	Total Contract Amount:	\$300,000.00

Contract term ends: at Project Completion

Contract routing (please initial & date):

Prepared by:	Eric Vavra 5/27/2026	Contractor signed:	
Contractor review:		Executive review:	FW 6/29/2026
Attorney signoff:	Tom Seguire 6/4/26	Council approval, if necessary:	6/23/2026 AB#: 2026-466
AS Finance review:	M Caldwell 6.3.26		
IT review (if related):		Executive signed	Satpal Sidhu 6/29/2026

Elizabeth Kosa
Director



Douglas W. Ranney, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6200
Fax: (360) 778-6201

Memorandum

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

Through: Elizabeth Kosa, Director *EK*

From: Doug Ranney, P.E., County Engineer *DWR*
Josh Cihak, P.E., Engineering Manager *JLC*

Date: June 2, 2026

Re: Everson Goshen Rd & E. Smith Rd - Intersection Improvements, CRP 19002635
Local Agency Agreement and Federal Aid Project Prospectus for Funding Obligation

Public Works respectfully requests that the County Council authorize the County Executive to execute a Local Agency Agreement (LAA) and the associated Federal Aid Project Prospectus (PP), between the Washington State Department of Transportation (WSDOT) and Whatcom County, to receive federal aid funds for the design phase of the Everson Goshen Rd & E. Smith Rd Intersection Improvements project, CRP 19002635.

Requested Action

Enclosed for Executive signature:

- Local Agency Agreement
- Federal Aid Project Prospectus

NOTE: Per WSDOT's Electronic Signature Procedure, please sign the Local Agency Agreement and Project Prospectus in **blue ink**, which will allow a scanned copy of the documents to be submitted.

Background and Purpose

This project will reconstruct the existing four-way stop intersection as a one-lane roundabout with intersection lighting. The main purpose of constructing a roundabout is to improve vehicle capacity, enhance travel time reliability, and reduce congestion, while also ensuring motorist safety. Whatcom County has been awarded Surface Transportation Block Grant (STBG) funds for the design phase of the project. The Local Agency Agreement and Project Prospectus are required to obligate federal aid funds for the design phase of this project.

Funding Amount and Source

STBG federal aid funds will provide a total of \$300,000 for the design phase of this project. The total estimated cost for the design phase of the project is \$350,000, with \$50,000 of Local Road Funds. This project is listed as Item No. R22 on the approved 2026-2031 Six-Year Transportation Improvement Program (STIP).

Please contact Eric Vavra, Project Engineer, at 360-778-6287, if you have any questions/concerns regarding this request.



Local Agency Federal Aid Project Prospectus

Prefix		Route	()	Date		5/21/2026	
Federal Aid Project Number		V370/F370		DUNS Number	618953285		
Local Agency Project Number	CRP 19002635		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001383	

Agency Whatcom County Public Works		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other				
Project Title Everson Goshen Rd & E. Smith Rd - Intersection Improvements			Start Latitude N 48.832251		Start Longitude W -122.376752		
			End Latitude N 48.833745		End Longitude W -122.376722		
Project Termini From-To Everson Goshen Rd E. Smith Rd			Nearest City Name Bellingham			Project Zip Code (+4) 98226-7555	
Begin Mile Post 1.95	End Mile Post 2.05	Length of Project 0.10		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad			
Route ID 820001380i	Begin Mile Point	End Mile Point	City Number 080	County Number 37	County Name Whatcom County		
WSDOT Region Northwest Region		Legislative District(s) 42		Congressional District(s) 2		Urban Area Number n/a	

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.	350,000	50,000	300,000	September	2026
R/W	200,000	200,000	0	May	2028
Const.	3,000,000	3,000,000	0	July	2030
Total	3,550,000	3,250,000	300,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 32-feet (= 2x[11-foot lane + 5-foot shoulder])	Number of Lanes 2 travel lanes
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Everson Goshen Rd is a single-lane rural major collector running north-south, linking SR542 and SR544. E Smith Rd is a single-lane rural major collector running east-west, linking SR542 and SR539.

Description of Proposed Work

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

Reconstruct 4-way stop intersection with a roundabout.

Local Agency Contact Person Eric Vavra		Title Project Engineer	Phone 360-778-6287	
Mailing Address 322 N. Commercial St		City Bellingham	State WA	Zip Code 98229

Project Prospectus	By <u>Doug Ranney</u> Approving Authority	
	Title County Engineer	Date 06/05/2026

Agency Whatcom County Public Works	Project Title Everson Goshen Rd & E. Smith Rd - Intersection Improvements	Date 5/21/2026
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Type of Proposed Work

Project Type (Check all that Apply) ☐ New Construction ☐ Path / Trail ☐ 3-R ☒ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R ☐ Railroad ☐ Parking ☐ Other ☐ Bridge	Roadway Width Varies, 40-120 feet	Number of Lanes 2 travel lanes
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Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☒ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☒ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	50	50
Design Speed	55	55
Existing ADT	6,697	7,127
Design Year ADT	11,660	12,408
Design Year	2049	2049
Design Hourly Volume (DHV)	949	1,067

Performance of Work

Preliminary Engineering Will Be Performed By Whatcom County	Others 10	%	Agency 90	%
Construction Will Be Performed By Contractor	Contract 100	%	Agency 0	%

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)
 ☐ Class II - Categorically Excluded (CE)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Projects Requiring Documentation (Documented CE)

☒ Class III - Environmental Assessment (EA)

☒ Project Involves NEPA/SEPA Section 404 Interagency Agreements

Environmental Considerations

The proposed roundabout is anticipated to be centered in the existing intersection. Doing so minimizes environmental impacts by reusing all existing impervious surfaces and adding minimal new impervious surface area. The nearest waters of the U.S. is Ten Mile Creek, located 0.67-miles northeast of the intersection via existing drainage paths. It is understood that some of the roadway runoff outfalls to the creek via roadside ditches and natural drainages paths through private property.

Agency Whatcom County Public Works	Project Title Everson Goshen Rd & E. Smith Rd - Intersection Improvements	Date 5/21/2026
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Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☒ Right of Way Needed ☒ No Relocation ☐ Relocation Required
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Utilities ☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the 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

Existing catch basins, culverts, and watermain will be preserved in place. There are existing utility poles for overhead power and communication facilities in each corner of the intersection. Communication lines cross each leg and power distribution lines cross the south leg. These facilities will require typical permanent relocation or underground conversion.

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.

Date 6/29/2026 Agency By Satpal Sidhu Mayor/Chairperson



Agency Whatcom County Public Works

Address 322 N. Commercial St. Bellingham, WA 98229

Local Agency Agreement

ALN No. ~~20.205 - Highway Planning and Construction~~

(Assistance Listing Number) **20.287 - SURFACE TRANSPORTATION**
Federal Highway Administration (FHWA) **BLOCK GRANT PROGRAM** **DK**

Project Number **STBGR-Z937(007)**

Agreement Number **LA 11503**

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 - certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Everson Goshen Rd & E. Smith Rd - Intersection Improvements

Length 0.10 miles

Termini Everson Goshen Rd to E. Smith Rd

Description of Work

Reconstruct 4-way stop intersection with a roundabout.

Project Agreement End Date 12/31/2030

Advertisement Date

Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	246,821.00	33,321.00	213,500.00
86.5 %	b. Other Consultant	100,000.00	13,500.00	86,500.00
Federal Aid	c. Other Agency Non-Participating	2,179.00	2,179.00	
Participation	d. State Services	1,000.00	1,000.00	
Ratio(s) for PE	e. Total PE Cost Estimate	350,000.00	50,000.00	300,000.00
Right of Way	f. Agency			0.00
0 %	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio(s) for RW	j. Total R/W Cost Estimate	0.00	0.00	0.00
CN	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio(s) for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
	r. Total Project Cost Estimate	350,000.00	50,000.00	300,000.00

Agency Official

By

Satpal Sidhu
Title Whatcom County Executive

Agency Date 6/29/2026

DOT Form 140-039LP Revised 09/2025

• Previous Versions Obsolete •

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Stephanie
Tax

Digitally signed by
Stephanie Tax
Date: 2026.07.14
15:55:35 -07'00'

Page 1

State Ad and Award

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in

\$

at \$

per month for

months.

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

I. Scope of Work

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

II. Delegation of Authority

III. Project Administration

IV. Availability of Records

V. Compliance with Provisions

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

DOT Form 140-039LP Revised 09/2025
• Previous Versions Obsolete •

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT. Not including all fund program prefixes (ex. "STBGR"), Project Number is defined as the Federal Award Identification Number (FAIN).
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.

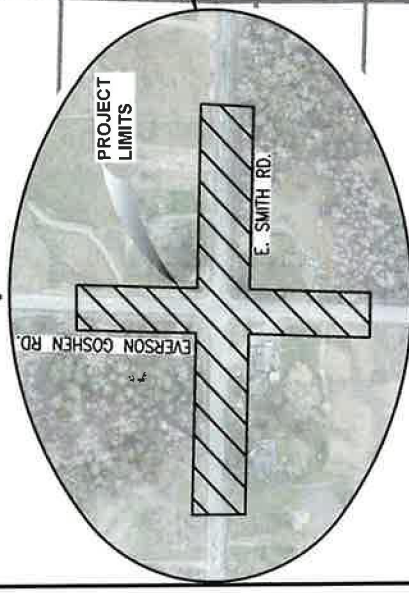
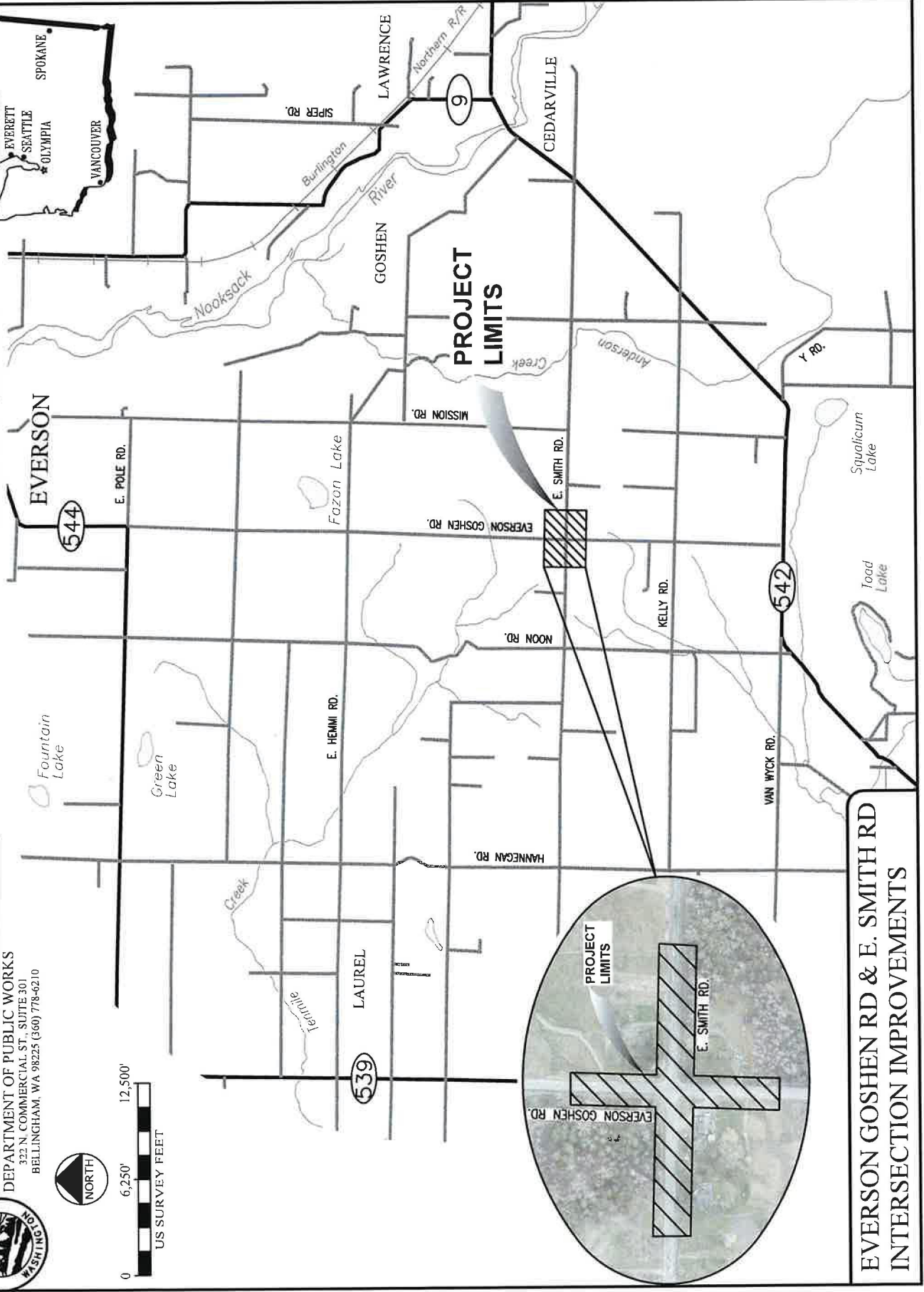
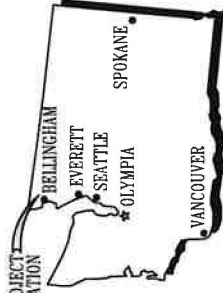
VICINITY MAP

DEPARTMENT OF PUBLIC WORKS
322 N. COMMERCIAL ST., SUITE 301
BELLINGHAM, WA 98225 (360) 778-6210



SECTIONS 25, 26, 35, & 36
TOWNSHIP 39 NORTH RANGE 3 EAST, W.M.,
WHATCOM COUNTY, WASHINGTON

PROJECT
LOCATION



EVERSON GOSHEN RD & E. SMITH RD
INTERSECTION IMPROVEMENTS