

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201905011

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900/ Construction
Contract or Grant Administrator:	James P. Karcher, PE- Engineering Manager
Contractor's / Agency Name:	Washington State - County Road Administration Board
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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>RAP 3719-01</u> 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: _____	
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"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>1,035,000.00 (RATA Funds)</u>	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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
This Amendment Amount: \$ <u>n/a</u>	
Total Amended Amount: \$ <u>1,035,000.00</u>	
Summary of Scope:	
Whatcom County has been awarded \$1,035,000 in Rural Arterial Trust Account (RATA) Funds by the Washington State County Road Administration Board through a grant from the Rural Arterial Program. Whatcom County will utilize these funds for the pavement rehabilitation of East Smith Road between Hannegan Road to Everson-Goshen Road, a distance of approximately 3.02 miles in length.	
Term of Contract: Completion of Contract Requirements      Expiration Date: September 2023	

Contract Routing:	1. Prepared by: <u>Jim Karcher</u>	Date: <u>05/07/2019</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>05/07/2019</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>05/07/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>5-10-19</u>
	7. Council approved (if necessary): <u>✓</u>	Date: <u>5.21.19</u>
	8. Executive signed: <u>✓</u>	Date: <u>5.22.19</u>
	9. Original to Council: _____	Date: <u>6-13-19</u>

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD  
RURAL ARTERIAL PROGRAM  
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County:  
Whatcom

Project Number: 3719-01

Date Approved: 04/25/2019

AUTHORIZED RATA FUNDS: \$1,035,000

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
55080	East Smith Road	1.960	4.980	1

The State of Washington County Road Administration Board (CRABoard) and Whatcom County (County) mutually agree as follows:

- (1) The funds hereby authorized are for completion of the proposed project as defined by chapter 36.79 RCW Roads and bridges — rural arterial program.
- (2) The County is in compliance with the provisions of chapter 136-150 WAC regarding eligibility for Rural Arterial Trust Account (RATA) funds. If the County is found not to be in compliance with these provisions, such non compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of the County and require pay back of any RATA funds that have been paid to the County for this project.
- (3) If the project is reconstruction, the County shall gain approval from WSDOT (chapter 43.32 RCW) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (4) If the project is 3R (resurfacing restoration and rehabilitation), the County shall document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (5) The project shall be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (6) Phased construction methodology is permitted upon notification by the county engineer of the phasing plan as authorized under WAC 136-170-030. Failure by the county to notify the CRABoard of phasing plan at least 15 days prior to commencement of construction may result in withdrawal of funding by the CRABoard and county forfeiture of all RATA funds expended.
- (7) The County shall notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (8) The County shall reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.
- (9) Costs of the project which exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the county to be committed to the project, shall be paid by the County as necessary to complete the project as submitted to the CRABoard.

R.A.

(10) Matching funds and other funds represented to be committed to the project shall be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus.

(11) The CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified.

(12) The CRABoard will reimburse costs incurred by the County based on project progress as certified by the county engineer within the CRABoard's RAP Online project management application by monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard.

(13) Either the CRABoard or the County may request changes to the provisions contained in this agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the CRABoard or the County hereto.

(14) During the term of this agreement and for a period not less than six (6) years from the date of final payment by the CRABoard, the records and accounts pertaining to this agreement are to be kept available for inspection and audit and copies of all records, accounts, documents, or other data pertaining to the agreement 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 said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

IN CONSIDERATION of the allocation by the CRABoard RATA funds to the project in the amount set out above, the County hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (chapter 36.79 RCW); the applicable rules of Title 136 WAC and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

**COUNTY ROAD ADMINISTRATION BOARD:**

By:   
Date: 6/4/19

**WHATCOM COUNTY:**

By:   
**Jack Louws**  
**County Executive**  
Date: 5.22.19

Approved as to form:  
 5/9/19  
Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

RECEIVED

MAY 10 2019

JACK LOUWS  
COUNTY EXECUTIVE

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Whatcom County Council

**Through:** Jon Hutchings, Director *JH*

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*  
James P. Karcher, P.E., Engineering Manager *gpk*

**Date:** May 7, 2019

**Re:** East Smith Road Pavement Rehabilitation, Hannegan Road to Everson-Goshen  
Road; CRP No. 918018  
**Rural Arterial Program (RAP) Funding Contract**

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Enclosed for your review and signature are three (3) originals of a contract between the County Road Administration Board (CRAB) and Whatcom County.

### Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with CRAB in order to receive RAP grant funding for the East Smith Road Pavement Rehabilitation project.

Please return **all three (3)** originals of the RAP Agreements to our office for further processing. We will return one (1) fully executed original to you once they are signed by CRAB.

### Project Background

This agreement allows Rural Arterial Trust Account (RATA) funds to be used for the design and construction of the East Smith Road Pavement Rehabilitation project (from Hannegan Road to Everson-Goshen Road).

### Funding Amount and Source

Whatcom County has been awarded **\$1,035,000** in RATA funds for this project. Total anticipated project costs (design and construction) will be approximately **\$1,150,000** resulting in a local contribution of approximately **\$115,000** coming from the Road Fund. This project is listed under Item No. 38, Unanticipated Site Improvements, in the 2019 Annual Construction Program.

Please contact Cody Swan at extension 6265 if you have any questions or concerns regarding the terms of this agreement.