

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-046

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JPK <i>JPK</i>	1-11-18	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>RECEIVED</p> <p>JAN 23 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	1/30/18	Finance/Council
Division Head:	JPR <i>JPR</i>	1-11-18			
Dept. Head:	JH <i>JH</i>	1/17/18			
Prosecutor:	<i>[Signature]</i>	01/18/18			
Purchasing/Budget:	BB <i>BB</i>	1/18/18			
Executive:	<i>[Signature]</i>	1/22/18			

TITLE OF DOCUMENT:
Guardrail Safety Program: CRP No. 918002
Local Agency Agreement and Project Prospectus

- ATTACHMENTS:**
1. Memo to County Executive and Council
 2. Contract Information Sheet
 3. Local Agency Agreement & Project Prospectus
 4. Vicinity Map & Typical Cross Section
 5. Guardrail Site Location List

SEPA review required? () Yes () NO
 SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
 Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This Local Agency Agreement and Project Prospectus are required to obligate federal funds for preliminary engineering and environmental permitting for the above referenced project. This project is listed as Item No. 12 on the 2018 Annual Construction Program.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



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

To: The Honorable Jack Louws, Whatcom County Executive, and
Honorable Members of the 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: January 17, 2018

Re: **Guardrail Safety Program; CRP No. 918002
Local Agency Agreement and Project Prospectus**

RECEIVED

JAN 18 2018

**JACK LOUWS
COUNTY EXECUTIVE**

Enclosed for your review and signature are two (2) originals of the Local Agency Agreement and Project Prospectus between Whatcom County and the Washington State Department of Transportation (WSDOT).

Requested Action

Public Works respectfully requests that the County Executive sign the attached Local Agency Agreement and Project Prospectus. Please return **both** originals of the Local Agency Agreement and Project Prospectus for further processing. We will return a fully executed original of Local Agency Agreement and Project Prospectus to you once they are signed by WSDOT.

Background and Purpose

This Local Agency Agreement and Project Prospectus are required to obligate federal funds for preliminary engineering and environmental permitting for the above referenced project. This project is listed as Item No. 12 on the 2018 Annual Construction Program.

Funding Amount and Source

Whatcom County has been awarded \$94,500 in federal Highway Safety Improvement Program (HSIP) funds for preliminary engineering and \$805,000 in federal HSIP funds for construction. Total estimated project costs of \$915,000 will be covered by \$899,500 in federal HSIP funds and \$15,500 of Local Funds. Disbursement of the preliminary engineering funds to Whatcom County requires a 10% local match. No local match is required on the construction funds.

This Local Agency Agreement obligates \$110,000 in preliminary engineering funds (\$94,500 HSIP, \$15,500 Local).

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

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201801020

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

Is this a New Contract? 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: _____
 (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): N/A CFDA#: 20.205

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? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 918002

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

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 110,000 (HSIP \$94,500; Local \$15,500)
 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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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 Local Agency Agreement and Project Prospectus are required to obligate federal funds to perform preliminary engineering and environmental permitting for the Guardrail Safety Program, CRP No. 918002.

Term of Contract:	Completion of Project	Expiration Date:	N/A
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Contract Routing:	1. Prepared by: <u>Andrew Tischleder</u> <i>AT</i>	Date: <u>1-10-2018</u>
	2. Attorney signoff: <u>Daniel L. Gibson</u> <i>DLG 01/18/18</i>	Date: <u>01/12/18</u>
	3. AS Finance reviewed: <u>bbennett</u> <i>BB</i>	Date: <u>1/12/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**Washington State
Department of Transportation**

Agency Whatcom County

Address 322 N. Commercial St, Ste 301
Bellingham, WA 98225-4042

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC 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) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) 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 Guardrail Safety Program; CRP No. 918002

Length 0.000

Termini N/A

Description of Work

Install guardrail at various sites countywide.

Project Agreement End Date 12/31/2019

Claiming Indirect Cost Rate

Yes No

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 90 %	\$ 105,000.00	\$ 10,500.00	\$ 94,500.00
a. Agency			
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State	\$ 5,000.00	\$ 5,000.00	
e. Total PE Cost Estimate (a+b+c+d)	\$ 110,000.00	\$ 15,500.00	\$ 94,500.00
Right of Way %			
f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction %			
k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
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)	\$ 110,000.00	\$ 15,500.00	\$ 94,500.00

Agency Official

By

Title Whatcom County Executive

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Approved as to form:

Daniel L. Gibson 01/18/18

Daniel L. Gibson Date
Chief Civil Deputy Prosecutor

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

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

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

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. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type 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.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way 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).

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 \$750,000 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 90 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



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	01/04/2018
Federal Aid Project Number	HSIP	000S	DUNS Number	060044641
Local Agency Project Number	CRP No. 918002	(WSDOT Use Only)	Federal Employer Tax ID Number	916001383

Agency Whatcom County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Guardrail Safety Program	Start Latitude N 48-41-2.11 End Latitude N 48-41-2.11	Start Longitude W 122-18-51.50 End Longitude W 122-18-51.50			
Project Termini From-To N/A N/A	Nearest City Name Bellingham	Project Zip Code (+4) 98284-9640			
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.000	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID Varies	Begin Mile Point Varies	End Mile Point Varies	City Number N/A	County Number 37	County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 40, 42	Congressional District(s) 1, 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.	\$110,000	\$15,500	\$94,500	01	2018
R/W					
Const.	\$805,000		\$805,000	01	2019
Total	\$915,000	\$15,500	\$899,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies	Number of Lanes 2
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The existing sections of roadway have no guardrail safety features.

Description of Proposed Work

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

Install guardrail at various locations countywide.

Local Agency Contact Person James P. Karcher, P.E.	Title Engineering Manager	Phone 360-778-6271	
Mailing Address 322 N. Commercial St, Ste. 301	City Bellingham	State WA	Zip Code 98225

Project Prospectus	By	Approving Authority
	Title County Engineer	Date 1/16/18

Agency Whatcom County	Project Title Guardrail Safety Program	Date 01/04/2018
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width Varies	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> 3-R <input 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		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input checked="" type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
	Terrain	<input checked="" type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input checked="" type="checkbox"/> Mountain
Posted Speed	Varies	Varies
Design Speed	Varies	Varies
Existing ADT	Varies	Varies
Design Year ADT	Varies	Varies
Design Year	Varies	Varies
Design Hourly Volume (DHV)	Varies	Varies

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	100 %
Construction Will Be Performed By	Contract	Agency
	100 %	%

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 - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency Whatcom County	Project Title Guardrail Safety Program	Date 01/04/2018
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> 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

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

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 _____ Agency By _____

Mayor/Chairperson

Approved as to form:

Daniel L. Gibson 01/18/18

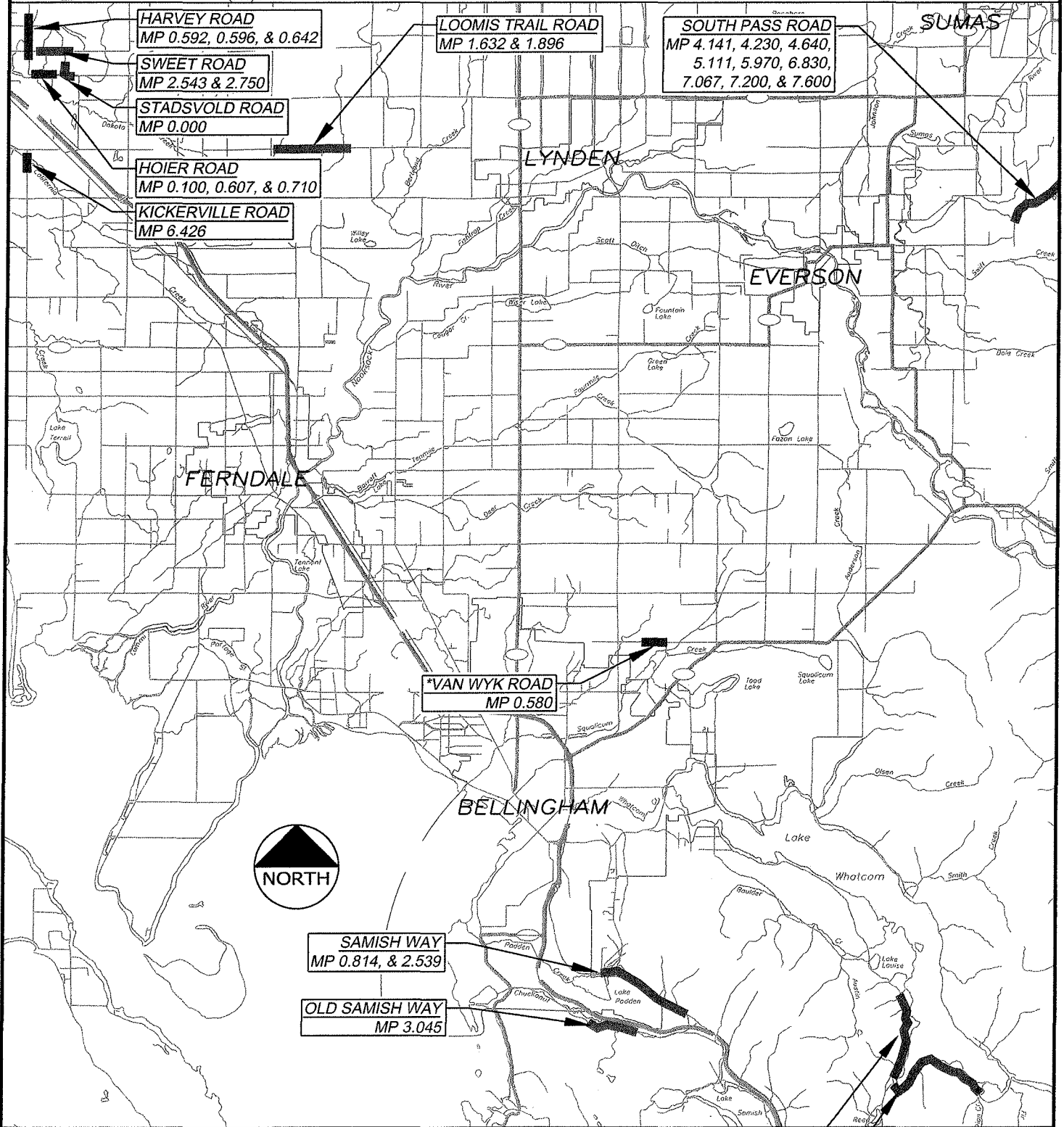
Daniel L. Gibson Date
Chief Civil Deputy Prosecutor



GUARDRAIL LOCATION VICINITY MAP

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

DATE: MAY 23, 2017



LINE LEGEND	
	PRIMARY GUARDRAIL SITES
	ALTERNATIVE GUARDRAIL SITES

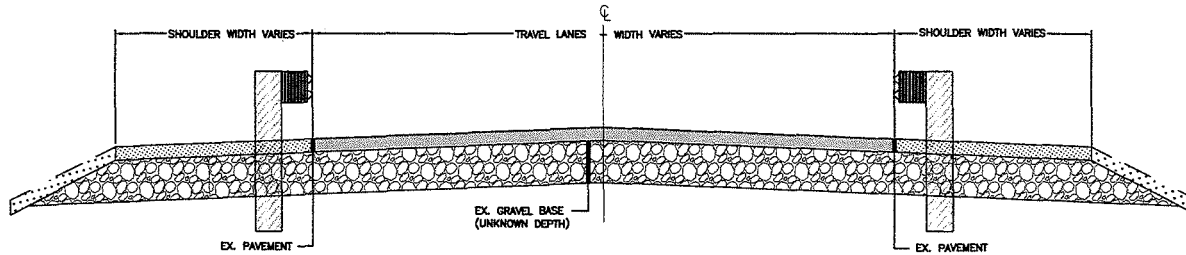
LAKE WHATCOM BLVD
MP 4.740, 6.230,
7.150, 7.326, & 7.509

SOUTH BAY ROAD
MP 0.000, 0.624, & 2.117



EXHIBIT

DEPARTMENT OF PUBLIC WORKS
322 N. COMMERCIAL ST., SUITE 301
BELLINGHAM, WA 98225
(360) 775-6219



GUARDRAIL NOT TO SCALE

Notes:

1. Guardrail will be only on one side of the road per job site.

CRP: 918002
 DRAWN BY: KFA
 CHECK BY: AJT
 DRAWING: Typical Cross Section

DATE: January 8, 2018

Guardrail Safety Project Typical Cross Section

Exhibit B
2017 County Safety Program Application
Whatcom County - Proposed Guardrail Site Locations List

2017 HSIP- GUARDRAIL SAFETY PROGRAM								
PRIMARY ROAD LIST								
Sites	Road Log No.	Road Name	Mile Post	Side	Length @ Site Fitting Criteria	ADT	Beam Gaurdrail Type 31 Length	Terminal Lengths
1	44060	Samish Way	0.814	R	275	2984	175	100
2	44060	Samish Way	2.539	L	400	2984	300	100
3	35200	Sweet Rd	2.543	R	125	1997	25	100
4	35200	Sweet Rd	2.750	R	530	1997	430	100
5	44120	Lake Whatcom Blvd.	4.740	R	75	1955	25	100
6	44120	Lake Whatcom Blvd.	6.230	R	150	1955	50	50
7	44120	Lake Whatcom Blvd.	7.150	L	100	1955	0	100
8	44120	Lake Whatcom Blvd.	7.326	L	200	1955	100	100
9	44120	Lake Whatcom Blvd.	7.509	L	125	1955	25	100
10	26502	Loomis Trail Road	1.632	L	1330	1839	1230	100
11	26502	Loomis Trail Road	1.896	L	540	1839	440	100
12	35210	Stadsvold Rd	0.000	L	320	1835	220	100
13	44010	Old Samish Road	3.045	R	275	1597	175	100
14	66040	South Pass Road	4.141	R	160	1252	60	100
15	66040	South Pass Road	4.230	R	400	1252	300	100
16	66040	South Pass Road	4.640	R	800	1252	700	100
17	66040	South Pass Road	5.111	R	200	1252	100	100
18	66040	South Pass Road	5.970	L	240	1252	140	100
19	66040	South Pass Road	6.830	R	750	1252	650	100
20	66040	South Pass Road	7.067	R	600	1252	500	100
21	66040	South Pass Road	7.200	R	485	1252	385	100
22	66040	South Pass Road	7.600	R	100	1252	0	100
23	44130	South Bay Road	0.000	L	450	1144	350	100
24	44130	South Bay Road	0.624	L	180	1144	80	100
25	44130	South Bay Road	2.117	L	100	1144	0	100
TOTAL					8910		6460	2450

*2017 HSIP- GUARDRAIL SAFETY PROGRAM								
ALTERNATIVE ROAD LIST								
Sites	Road Log No.	Road Name	Mile Post	Side	Length @ Site Fitting Criteria	ADT	Beam Gaurdrail Type 31 Length	Terminal Lengths
A1	44060	Samish Way	0.619	R	115	2984	15	100
A2	54562	Van Wyck	0.580	L	175	792	75	100
A3	34480	Harvey Rd	0.592	R	110	428	10	100
A4	34480	Harvey Rd	0.596	L	520	428	420	100
A5	34480	Harvey Rd	0.642	R	150	428	50	100
A6	21850	Kickerville Rd	6.426	R	380	217	280	100
A7	34490	Hoier Road	0.100	L	520	200	420	100
A8	34490	Hoier Road	0.100	R	180	200	80	100
A9	34490	Hoier Road	0.607	L	100	200	0	100
A10	34490	Hoier Road	0.607	R	100	200	0	100
A11	34490	Hoier Road	0.710	R	150	200	50	100
TOTAL					2500		1400	1100

* The alternative list will only be used for a replacement option if any site included in the primary list is un-constructible due to unforeseen subsurface conditions. The alternatives will not be included in the cost estimate. However, this list will be included in the funding and permitting process.