

CLARK COUNTY
STAFF REPORT



DEPARTMENT/DIVISION: Department of Public Works/Transportation Program

DATE: May 14, 2013

SPECIFIC REQUEST: Approval of three Rural Arterial Program (RAP) Funding Agreements to receive RATA funding for Road and Culvert Improvement projects including Manley Road (CRP# 322012), Blair Road (CRP #322212) , and NW Carty Road Culvert project (CRP #s 322122).

CHECK ONE: Consent Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND:

Clark County has received notification from the County Road Advisory Board (CRAB) that the above projects have been selected for grant funding through the state Rural Arterial Trust Account (RATA), for the construction phase of each project; pursuant to WAC130-170-030.

The Manley Road, 3-R project will include a structural overlay, updated guardrail, adjusted curve radius, and culvert replacements, to meet current standards. The CRAB board awarded the project \$553,100 in RATA funds.

The Blair Road, 2-R project will include a structural overlay, updated guardrail, and shoulder repair, to meet current standards. The CRAB board awarded the project \$471,900 in RATA funds.

The NW Carty Road culvert project will include replacing a failing 6' culvert with a new 3-sided box culvert, road improvements and new guardrail, to meet current standards. The CRAB board awarded the project \$275,000 in RATA funds.

COMMUNITY OUTREACH:

The projects are included in the adopted 2013-2018 Transportation Improvement Program (TIP). The TIP development undergoes a wide array of public input processes, including public hearings, open house meetings, and an internet web site.

BUDGET AND POLICY IMPLICATIONS:

There are no budget implications involved in this request. The adopted TIP includes these projects under the preservation program.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

PW13-045

ACTION REQUESTED:

It is recommended that the Board of County Commissioners approve and sign the three copies for each of the attached RAP Project Agreement for Construction Proposal; and authorize the Public Works Director to approve amendments up to 10% of the original grant award and contract extensions.

DISTRIBUTION:

Please return to Department of Public Works Transportation Programming, attention Linda Small the following: a copy of the approved staff report, indicating the Board's action for the project, three (3) originally-signed copies of the RAP Funding Agreements for the three (3) projects. Upon receipt of a fully- executed, originally-signed copy of each RAP Agreement from CRAB, a copy will be provided to the Board for its records.



William Wright, P.E.
Transportation Programming Manager

APPROVED: May 14, 2013
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Peter Capell, P.E.
Public Works Director/County Engineer

SR 079-13

Attachments: RAP Funding Contract – NE Manley Road Agreement #0613-03 (3 copies)
RAP Funding Contract – NE Blair Road Agreement # 0613-01 (3 copies)
RAP Funding Contract – NW Carty Rd. Culvert Agreement #0613-02
Vicinity Maps

c: Bill Wright, Programming Manager
PW Records

PW13-045

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Clark County has received notification from the County Road Advisory Board (CRAB) that three projects have been selected for grant funding through the state Rural Arterial Trust Account (RATA), for the construction phase. The Manley Road, 3-R project will include a structural overlay, updated guardrail, adjusted curve radius, and culvert replacements.

The Blair Road, 2-R project will include a structural overlay, updated guardrail, and shoulder repairs.

The NW Carty Road culvert project will include replacing a failing 6' culvert with a new 3-sided box culvert, road improvements and new guardrail, to meet current standards.

The CRAB board awarded these projects \$1,300,000 in RATA funds. Road fund will provide the remaining projects costs of \$3,903,000. Total projects costs are \$5,203,000.

Totals project costs are estimated at: Manley Rd \$2,159,000; Blair Rd \$2,047,000; and Carty culvert \$997,000; totalling \$5,203,000.

The projects are programmed in the 2013-2018 Transportation Improvement Program (TIP) under preservation. The expenses for these projects are included in the Road Fund 2013/2014 budget; and future expenditures and revenues are programmed in the TIP.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund	\$2,621,000	\$2,621,000	\$ 2,582,000	\$ 2,582,000		
Total:	\$2,621,000	\$2,621,000	\$2,582,000	\$2,582,000		

II.A - Describe the type of revenue (grant, fees, etc.)

The Rural Arterial Trust Account (RATA) will provide \$1,300,000, in Rural Arterial Program grant funds for the construction phase for these three projects. Road fund will provide the remaining projects costs of \$3,903,000. Total projects costs are \$5,203,000.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund		\$2,621,000	\$2,621,000	\$ 2,582,000	\$ 2,582,000		
Total:		\$2,621,000	\$2,621,000	\$2,582,000	\$2,582,000		

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits	\$746,000	\$746,000	\$ 200,000	\$ 200,000		
Consultant						
Supplies						
Travel						
Other controllables						
Capital Outlays	\$1,875,000	\$1,875,000	\$2,382,000	\$2,382,000		
Inter-fund Transfers						
Debt Service						
Total:	\$2,621,000	\$2,621,000	\$2,582,000	\$2,582,000		

RECEIVED
Clark County

APR 24 2013

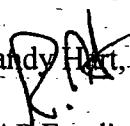
**Washington State
County Road Administration Board**

2404 Chandler Court SW, Ste 240, Olympia, WA 98504-0913
360/753.5989 - www.crab.wa.gov



Dept. of Public Works
Admin. / Records

April 22, 2013

MEMO TO: County Engineers
MEMO FROM:  Grant Programs Manager
RE: RAP Funding Contract

Enclosed are three original unsigned contracts or contract amendments offered to your county for RATA funding that was approved by the CRABoard on April 18, 2013.

Pursuant to WAC 136-170-030 (1)(a) these contracts must be signed by your County Commissioner/County Executive and received in our office no later than **June 6, 2013** to be valid. Please ask your Commissioner/County Executive sign all three originals and return them to:

Jay Weber, Executive Director
County Road Administration Board
2404 Chandler Court SW, Suite #240
Olympia, WA 98504-0913

Mr. Weber will execute the contract with his signature and two of the signed original contracts will be returned to you for your records.

Please call 360.350.6081 or write if you have questions.

Attachments: ---
Unsigned RAP contract (3 copies)

PW 13-22

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County:
Clark

Project Number: 0613-03

Date Approved: 04/18/2013

AUTHORIZED RATA FUNDS: \$553,100

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
95550	NE MANLEY ROAD	1.380	2.330	1

The State of Washington County Road Administration Board (CRABoard) and Clark 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.

(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 counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and 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 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: _____

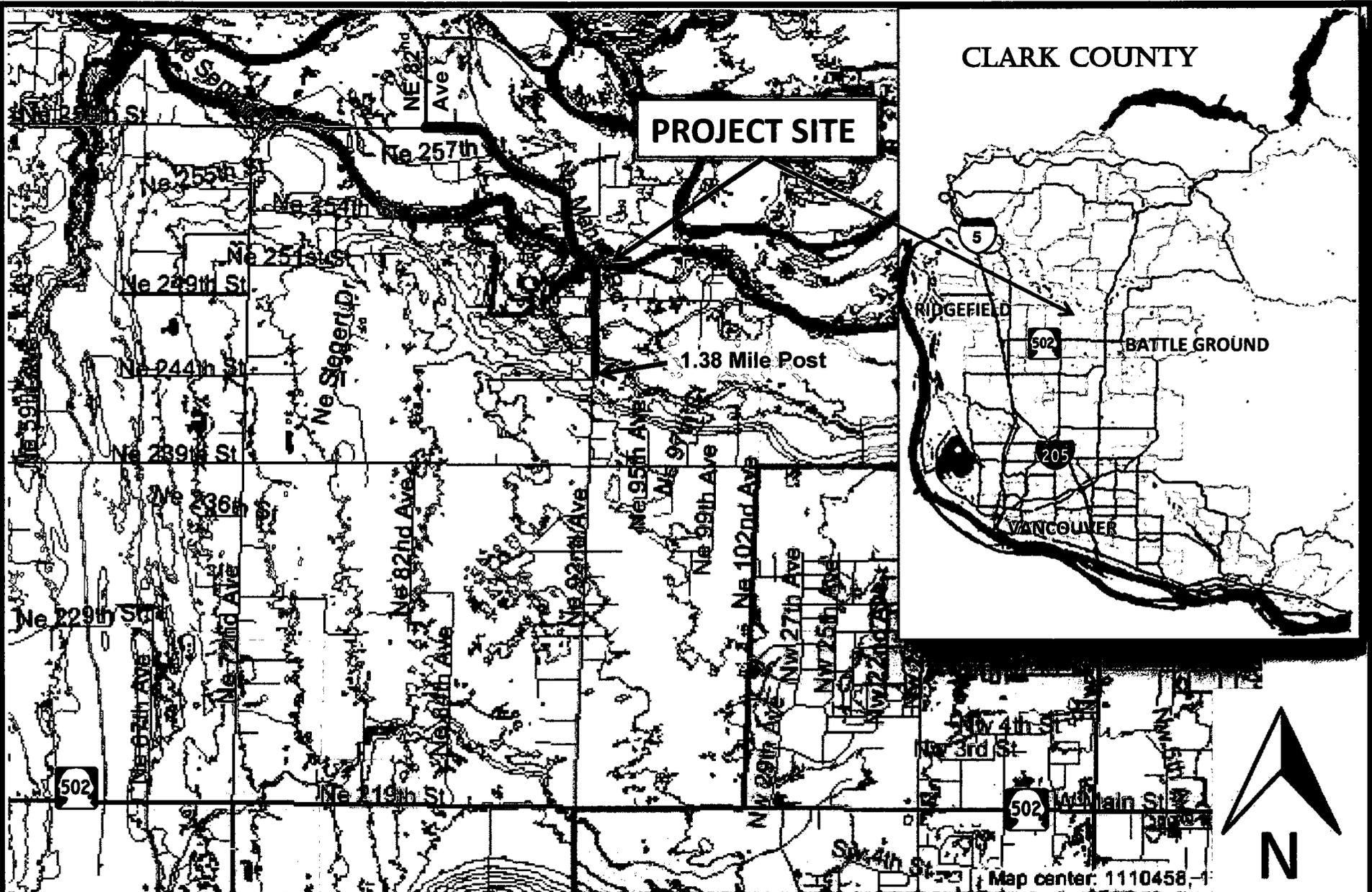
Date: _____

CLARK COUNTY:

By:  _____

Board Chair

Date: May 14, 2013



VINICITY MAP

NE MANLEY ROAD PROJECT CRP 322012

RECEIVED
-Clark County

APR 24 2013

Dept. of Public Works
Admin. / Records

Washington State
County Road Administration Board
2404 Chandler Court SW, Ste 240, Olympia, WA 98504-0913
360/753.5989 - www.crab.wa.gov



April 22, 2013

MEMO TO: County Engineers
MEMO FROM: Randy Hart, Grant Programs Manager
RE: RAP Funding Contract

Enclosed are three original unsigned contracts or contract amendments offered to your county for RATA funding that was approved by the CRABoard on April 18, 2013.

Pursuant to WAC 136-170-030 (1)(a) these contracts must be signed by your County Commissioner/County Executive and received in our office no later than **June 6, 2013** to be valid. Please ask your Commissioner/County Executive sign all three originals and return them to:

Jay Weber, Executive Director
County Road Administration Board
2404 Chandler Court SW, Suite #240
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Mr. Weber will execute the contract with his signature and two of the signed original contracts will be returned to you for your records.

Please call 360.350.6081 or write if you have questions.

Attachments:
Unsigned RAP contract (3 copies)

**RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL**

Submitting County:
Clark

Project Number: 0613-01

Date Approved: 04/18/2013

AUTHORIZED RATA FUNDS: \$471,900

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
93450	NE BLAIR ROAD	0.000	2.470	1

The State of Washington County Road Administration Board (CRABoard) and Clark 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.
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- (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.
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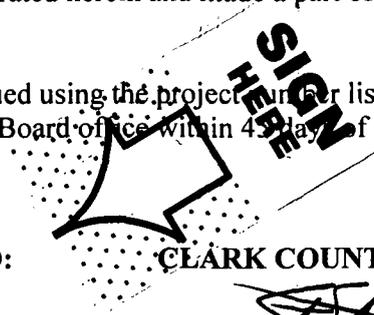
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COUNTY ROAD ADMINISTRATION BOARD:

CLARK COUNTY:

By: _____

By: [Signature]

Date: _____

Board Chair

Date: May 14, 2013

RECEIVED
Clark County

APR 24 2013

Dept. of Public Works
Admin. / Records

Washington State
County Road Administration Board
2404 Chandler Court SW, Ste 240, Olympia, WA 98504-0913
360/753.5989 - www.crab.wa.gov



April 22, 2013

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Please call 360.350.6081 or write if you have questions.

Attachments:
Unsigned RAP contract (3 copies)

PW 13-24

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

Submitting County:
Clark

Project Number: 0613-02

Date Approved: 04/18/2013

AUTHORIZED RATA FUNDS: \$275,000

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
41940	NW CARTY ROAD	1.160	1.240	1

The State of Washington County Road Administration Board (CRABoard) and Clark 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.
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- (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.
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- (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.

(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.

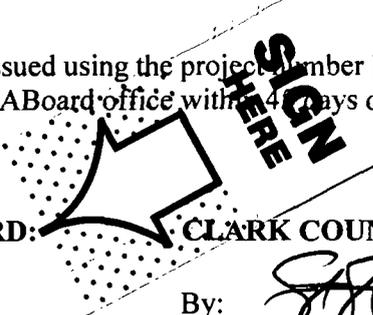
(12) The CRABoard will reimburse counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse 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 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 with 4 days of its mailing by the CRABoard.



COUNTY ROAD ADMINISTRATION BOARD:

CLARK COUNTY:

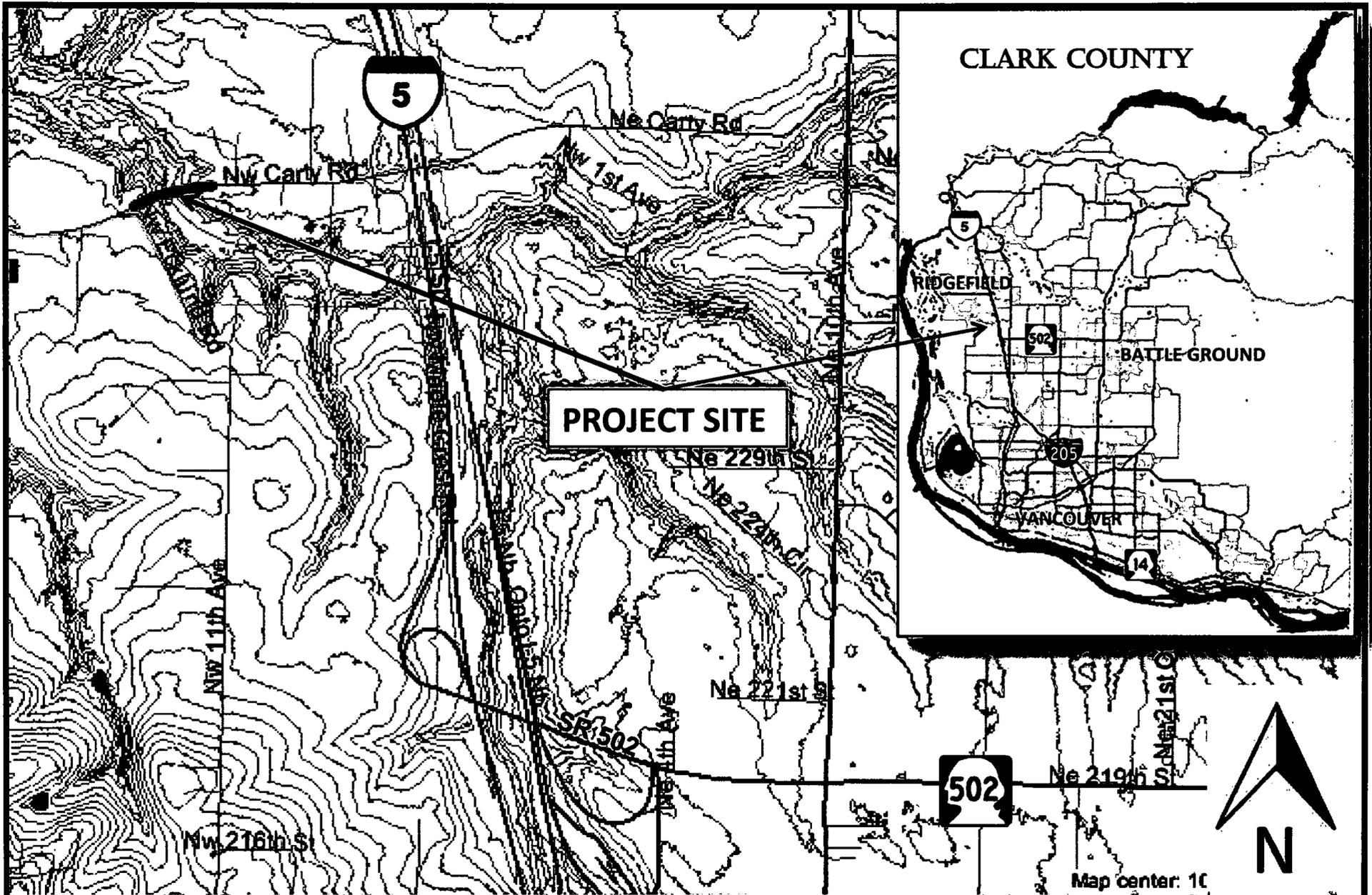
By: _____

By: SJA

Date: _____

Board Chair

Date: May 14, 2013



VINICITY MAP

CARTY ROAD/GEE CREEK CULVERT PROJECT CRP 322112

(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.

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COUNTY ROAD ADMINISTRATION BOARD:

By: _____

Date: 5-22-2013

CLARK COUNTY:

By: _____

Board Chair

Date: May 14, 2013

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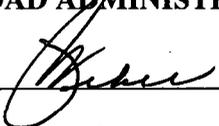
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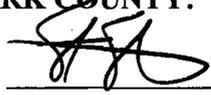
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COUNTY ROAD ADMINISTRATION BOARD:

By: 

Date: 5 - 23 - 2013

CLARK COUNTY:

By: 

Board Chair

Date: May 14, 2013

(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 counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and 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 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: 5-22-2012

CLARK COUNTY:

By: _____

Board Chair

Date: May 14, 2013