

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works/Transportation and Development Division/Programming

**DATE:** September 19, 2017

**REQUESTED ACTION:** Approve a Rural Arterial Program (RAP) Agreement to receive funding for the NE Munch Road project; Capital Road Project No. 371922.

Consent     Hearing     County Manager

### BACKGROUND

Clark County has received notification from the County Road Advisory Board (CRAB) that NE Munch Road (NE Cedar Creek Road to NE 414<sup>th</sup> Street) has been selected for grant funding through the state Rural Arterial Trust Account (RATA), for the design/preliminary engineering phase of each project. Design work can begin upon execution of the Rural Arterial Program (RAP) Project Construction Agreement.

NE Munch Road project will include an HMA overlay, sight distance improvements, and guardrail installations.

Please contact Susan Wilson for any questions. She can be reached at 360-397-6118, ext. 4330.

### COUNCIL POLICY IMPLICATIONS

None. This project supports the council's policy of investing in the county road system by providing a safe and efficient transportation system for all county residents.

### ADMINISTRATIVE POLICY IMPLICATIONS

None. The project is included in the Adopted 2017-2022 Transportation Improvement Program (TIP), 2017 Annual Construction Program (Item No. 17), and 2017-2018 budget.

### COMMUNITY OUTREACH

The 2017-2022 TIP community outreach process included two work sessions and a hearing with the Board of County Councilors, presentations to Clark County Planning Commission, Development and Engineering Advisory Board and Clark County Finance Committee, as well as neighborhood outreach and information on the county website. A SEPA review was also included in the Capital Facilities Plan approval process.

### BUDGET IMPLICATIONS

YES	NO	
✓		Action falls within existing budget capacity.
	✓	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	✓	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

• PW17-098

**BUDGET DETAILS**

Local Fund Dollar Amount	\$963,300
Grant Fund Dollar Amount	\$154,700
Account	1012 / County Road Fund
Company Name	N/A

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

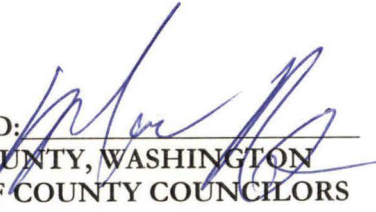
Please return all three originally signed copies of the Rural Arterial Program (RAP) Project Construction Agreements staff report to Department of Public Works Transportation Programming, attention Christopher Carle.

**Attachments:**

- Rural Arterial Program (RAP) Project Construction Agreement (3 original copies)
- Vicinity Map

  
Carolyn Henges, PE  
Transportation and Development Division Manager

  
Heath H. Menderson, PE  
Public Works Director/County Engineer

  
APPROVED:  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: 9-19-17

SR# 191-17



APPROVED: \_\_\_\_\_  
Jim Rumpeltes, Interim County Manager

DATE: \_\_\_\_\_

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

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

Submitting County:  
Clark

Project Number: 0617-01

Date Approved: 08/10/2017

AUTHORIZED RATA FUNDS: \$154,700

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
63130	NE Munch Road	0.000	0.590	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 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:  \_\_\_\_\_

Date: 9-19-17 \_\_\_\_\_



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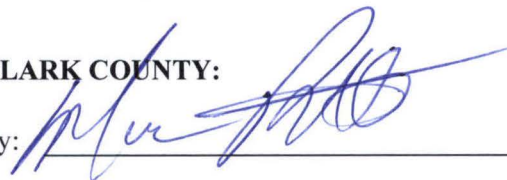
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By: \_\_\_\_\_

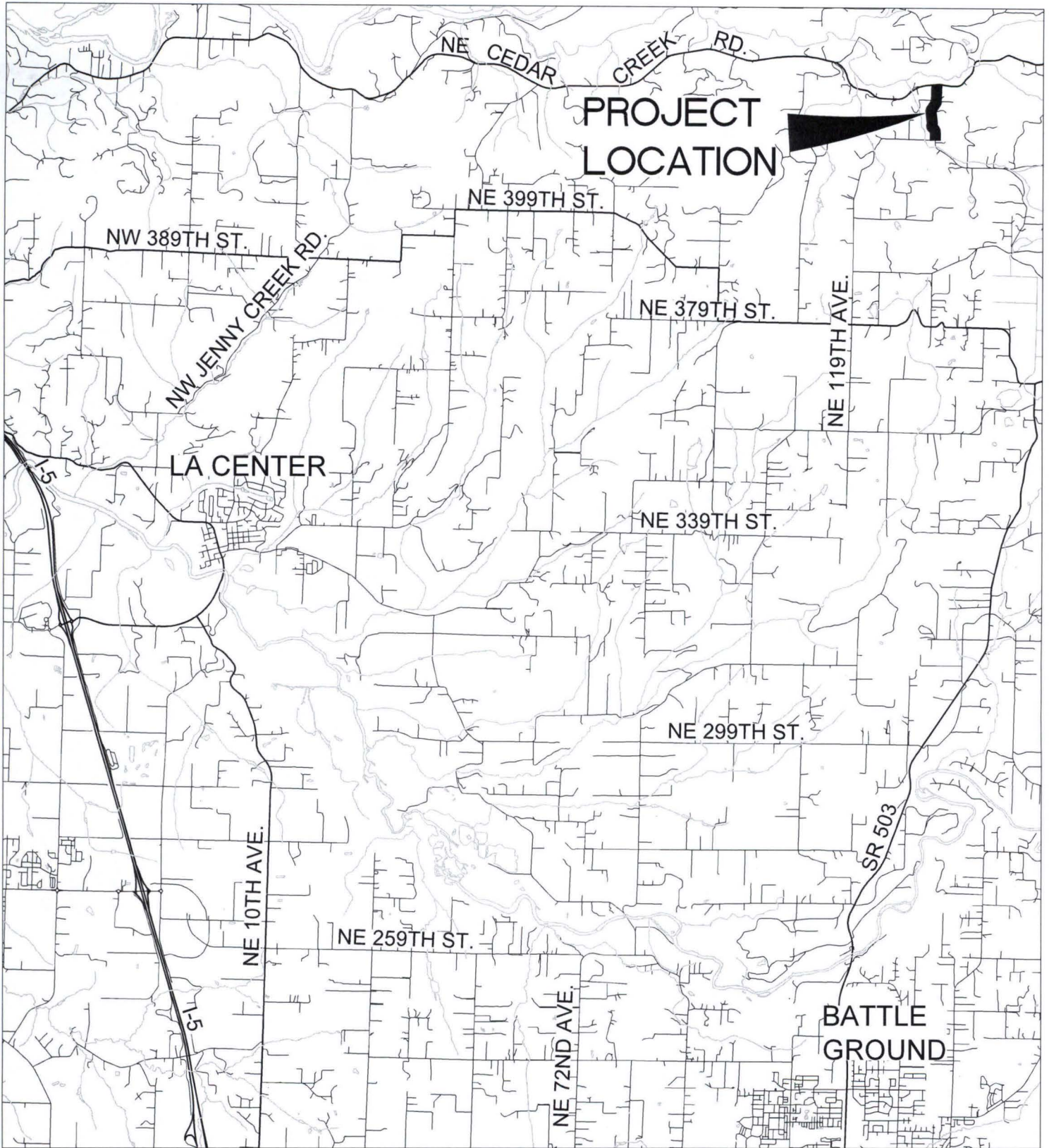
Date: \_\_\_\_\_

**CLARK COUNTY:**

By:  \_\_\_\_\_

Date: 9-19-17 \_\_\_\_\_





**VICINITY MAP**

NE Munch Road  
 NE Cedar Creek Road to NE 414th Street  
 CRP #371922



*proud past, promising future*

**CLARK COUNTY**  
 WASHINGTON



N.T.S.