A.2015-40

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County:
Pend Oreille

Project Number: 2615-01

Date Approved: 04/16/2015

AUTHORIZED RATA FUNDS: $750,000

Road	Road Name(s)	BMP(s)	EMP(s)	Segment #
21100	Flowery Trail	0.000	2.440	1

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

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(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: _____

Pend Oreille

By: _____

_____

_____

Date: May 11, 2015