

TRANSIT ACCESS FUND GRANT AGREEMENT

This TRANSIT ACCESS FUND GRANT AGREEMENT ("Agreement") is made and entered into between City of Nooksack ("Grantee"), a Wahington municipal corporation, and WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area ("WTA").

RECITALS

WHEREAS, WTA is the governing body of a Public Transportation Benefit Area ("PTBA") created pursuant to RCW Chapter 36.57A for the purpose of providing public transportation services within the PTBA, which includes the City of Bellingham; and

WHEREAS, the WTA is providing competitively awarded grant funding for local multi-modal transportation projects through the Transit Access Fund ("TAF"); and

WHEREAS, the TAF provides funding for qualifying infrastructure projects within a quarter mile walking distance of any WTA bus stop; and

WHEREAS, the TAF is a competitively awarded grant that is funded through local WTA funds, and is therefore not subject to any regulations or requirements for the receipt of federal funds, including the obligations of 2 CFR Part 200; and

WHEREAS, WTA desires to contribute finances to Grantee's Sidewalk Construction Project ("PROJECT"), described herein, that addresses and improves transit access within Whatcom County; and

WHEREAS, WTA will commit a financial contribution toward the Project, subject to the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, Grantee and WTA agree as follows:

TERMS AND CONDITIONS

1. **AGREEMENT DOCUMENTS.** The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:

- This Agreement
- Completed TAF Application and supporting documents submitted September 21, 2022
- Project reports

2. **PROJECT.**

Grantee will design and construct 325 feet of sidewalk from E. Madison Street to WTA bus stop (ID 7113) and continue north to Nooksack City Park as shown in site plan drawing incorporated herein.

Grantee shall be responsible to manage, administer, procure and implement the Project. The Project shall be completed in conformity to the plans submitted with its original Application, including, but not limited to projected dates of work and completion of the Project. Grantee shall provide notice to WTA of any change or modification to the Project and WTA may terminate this Agreement if it determines, in its discretion, that the Project as changed or modified no longer addresses and improves transit access within Whatcom County.

3. **PAYMENTS.**

3.1 **Amount.** WTA shall reimburse Grantee, for authorized expenses incurred and paid for on the PROJECT by Grantee, up to and in the not to exceed amount of two hundred ten thousand and No/100 Dollars (\$210,000) ("WTA Contribution"). Additional WTA contributions are subject to review of the budget overage. Grantee shall at all times remain directly responsible to pay any and all expenses for the Project, including, but not limited to, any and all other amounts incurred for the PROJECT beyond the WTA Contribution. Expenses and fees included within any Payment Application shall be within the budget and procurement awards of Grantee. Reimbursement by WTA shall be limited to the following categories of expenses and fees: engineering design and related surveying and soils testing, WSDOT permitting, construction materials, equipment, construction labor and construction management.

3.2 **Payment Procedure.** Grantee shall submit a Payment Application at the conclusion of the Project work that provides an accounting of all PROJECT expenses that Grantee seeks reimbursement for from WTA, and include a copy of all invoices and other backup documents for such costs and fees, and any other documents requested by WTA. WTA shall pay all approved costs and fees contained in the Payment Application within thirty (30) days

of receipt of the Payment Application and supporting invoices and materials. In the event that WTA does not approve any requested costs or fees, WTA will provide a detailed written explanation for such denial. All decisions by WTA on Payment Applications shall be final and uncontestable.

As a condition of final payment, Grantee shall provide an escorted final inspection to WTA.

3.3 Reimbursements. Grantee shall refund any amounts paid by WTA that are for an expense or fee that is reduced, offset, refunded or reimbursed by the original billing party.

4. PROJECT REPORTS AND AUDIT. As a condition of payment, Grantee will be required to submit status reports the PROJECT once commenced on a monthly basis. WTA reserves the right to inspect the PROJECT at any time and request additional reporting, inspections, or any other information that it requires to ensure PROJECT success and adherence to this Agreement. WTA shall be provided all documents, or access to all documents relating to the PROJECT that may be required by WTA to conduct an audit, or in response to any request during any audit of WTA.

5. REPRESENTATIVES. The parties designate the following persons as the representatives for the Agreement. All notices, demands, requests, consents and approvals that may or are required to be given under this Agreement shall be in writing and directed to:

WTA	OTHER PARTY
Michael Harpool WTA – Transit Planner 4011 Bakerview Spur Bellingham, WA 98226 michaelh@ridewta.com	Virginia Arnason City of Nooksack 103 West Madison Street Nooksack, WA 98276 virginia@cityofnooksack.com

6. NO THIRD PARTY BENEFICIARY. No other right, privilege, or immunity of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein, except as specifically noted herein.

7. AMENDMENT. No modification or amendment of this Agreement may be made except by a written document approved by WTA and the Grantee respectively.

8. ADDITIONAL ACTS. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect

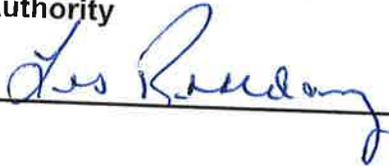
the purposes of this Agreement.

9. **NEUTRAL AUTHORSHIP.** Each provision of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
10. **NO LIABILITY, HOLD HARMLESS, DUTY TO DEFEND, AND INDEMNIFY.** WTA and Grantee are independent governments. Grantee has no authority to bind WTA to any agreement or obligation. Except as expressly provided herein, neither party shall be liable for the acts or omissions of the other or their respective public officials, employees or agents. Grantee shall hold harmless, defend and indemnify WTA from and against any and all claims, demands, judgments, invoices, or actions arising out of the Project, including, but not limited to, any claim for payment of any invoice or other obligation arising out of the Project. Such duty to hold harmless, defend and indemnify shall extend to any claim made by an employee of Grantee, and to this limited extent only, Grantee waives any exclusivity rights under RCW Title 51.
11. **OTHER AGREEMENTS REMAIN BINDING AND ENFORCEABLE.** Unless specifically noted herein, this Agreement does not modify, amend or revoke any existing agreement(s) between WTA and Grantee, and/or other third parties, and each such agreement shall remain binding and enforceable agreements under their respective terms.
12. **GOVERNING LAW, ATTORNEYS' FEES AND VENUE.** This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington. In any action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs against the other party. The parties agree that in any such action to interpret or enforce this Agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County, Washington.
13. **ENTIRE AGREEMENT.** The entire agreement between the Grantee and WTA is contained in this Agreement relating to its subject matter (including the recitals, the exhibits and the terms), and this Agreement shall supersede all of their previous understandings and agreements, with respect to the subject matter of this Agreement, provided, however, this Agreement does not supersede or amend any previous written agreements between the Grantee and WTA unless expressly stated herein.
14. **TERMINATION FOR CAUSE.** If any party material breaches this Agreement, then another party may provide written notice of such breach and such allegedly breaching party shall have thirty (30) days to cure. If the breaching party fails to cure the breach, then this Agreement may be terminated by any party, and any

unused funds shall be refunded to the contributing party.

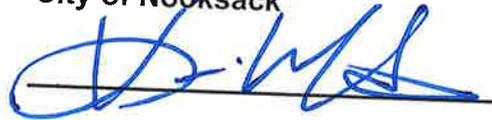
15. **APPROVAL TO ENTER AGREEMENT.** Each party hereby warrants and represents that appropriate action by ordinance, resolution or as otherwise required by law for each governing body of each party has been obtained to approve entry into this Agreement.
16. **COUNTERPARTS:** Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.
17. **ASSIGNMENT:** Grantee may only assign this Agreement subject to the consent of WTA, which shall be within its discretion.
18. **COMPLIANCE WITH LAW:** Grantee shall at all times comply with all laws and regulations in performing the PROJECT, including, but not limited to all procurement obligations.

**Whatcom Transportation
Authority**



Les Reardanz, General Manager
4011 Bakerview Spur
Bellingham, WA 98226

City of Nooksack



Kevin Hester, Mayor
103 West Madison Street
Nooksack, WA 98276

2022

WHATCOM TRANSPORTATION AUTHORITY Transit Access Fund

BACKGROUND

The presence and condition of non-motorized infrastructure significantly impacts Whatcom County residents' ability to access transit safely and comfortably. Improving and expanding multimodal transportation networks may foster increased transit ridership, improve the overall transit experience, and benefits residents who use alternatives to motorized travel. Currently, many Whatcom Transportation Authority (WTA) bus stops lack safe and convenient access to neighboring residences, businesses, medical facilities, social services, and other destinations. This presents a significant safety and equity issue within our communities, as many individuals require the presence of appropriate infrastructure to get to their destinations. Effectively addressing the issue of transit access within Whatcom County will help our community achieve goals surrounding improved transportation options, traffic safety, transportation equity, sustainability, and public health.

WTA is offering a creative and flexible approach to providing financial assistance for local multi-modal transportation projects through its Transit Access Fund (TAF). The TAF provides financial assistance to qualifying infrastructure projects that are located within a quarter mile walking distance of any WTA bus stop. Any non-motorized infrastructure project funded through the TAF must provide safe and comfortable access to WTA facilities and enhance overall conditions for those who secure such access by walking, biking, and/or rolling.

OVERVIEW OF PROCESS

Government organizations serving Whatcom County, including local, state, and tribal governments are eligible to apply. Given the limited amount of funding available through the TAF, an application must be submitted for each project, which will be evaluated and scored by a committee of WTA staff.

For the 2022 calendar year, WTA has budgeted \$300,000 to be awarded to eligible projects with a maximum award of up to \$100,000 for any selected project, unless there are fewer than three eligible recipients, in which case WTA can decided to provide more than the maximum award. Funds will be allocated in WTA's discretion, and generally based on WTA staff application evaluations, estimated project construction costs, anticipated project

execution and completion timeline, and geographic distribution. A local match of at least 10% of the costs associated to the construction of the eligible non-motorized infrastructure is required. Funding will be made through a competitive process and is not guaranteed.

Award recipients will be required to enter into a Contract with WTA, and, at a minimum, submit regular status reports and provide a walkthrough inspection upon completion. WTA reserves the right to require additional reporting, inspections, or any other information to ensure project success and contract adherence.

WTA will award the funds as a reimbursement of pre-approved costs actually paid, upon completion of the project, provided that all WTA conditions of approval of the award are met. The failure by any awarded party to comply with all contract requirements or conditions shall entitle WTA the discretion to rescind its award.

Questions about eligibility and other questions about the TAF should be directed to Michael Harpool at michaelh@ridwta.com or 360-788-9312.

Deadline to submit application and supporting documents is Friday, September 16th, 2022.

ELIGIBILITY RULES/REQUIREMENTS & SELECTION CRITERIA

A. ELIGIBILITY RULES AND REQUIREMENTS

- Proposals must be submitted and the underlying project managed by a recognized state, local, or tribal governmental entity.
- Projects must be located within a quarter mile of an existing WTA stop or station (Stop proximity buffers can be displayed in the [TAF Webmap](#)).
- Projects must not adjoin a parcel that is subject to an active or pending development application.
- Projects must either:
 1. Provide a non-motorized infrastructure improvement at a WTA bus stop or station,
 2. Provide a connection to existing non-motorized infrastructure with continuous pedestrian access to a WTA stop or station, or
 3. Improve existing non-motorized infrastructure with continuous pedestrian access to a WTA bus stop or station.
- Eligible project types include, but are not limited to: sidewalks, intersection improvements, mid-block crossings, curb cuts, sidewalk ramps, shared-use paths, pedestrian crossing signals, bicycle parking, and bicycle and pedestrian lighting.
- Ineligible project types include, but are not limited to, on-street bicycle lanes, shared lane marking, paved shoulders, bicycle boxes, and landscaping only type projects.
- Projects must meet ADA standards. Where possible, projects involving sidewalk installation or improvements at a WTA bus stop must include the installation of a 5'x8' ADA bus boarding pad.
- Applicants must acknowledge funding from WTA on any public communications for the project (newsletters, websites, email blasts, etc.), as follows: "This project funded in part by the Whatcom Transportation Authority."
- Applicants must complete each section of the application.

Questions about eligibility and other questions about the TAF should be directed to Michael Harpool at michaelh@ridwta.com or 360-788-9312.

B. SELECTION PROCESS

Selection Committee

A committee of WTA staff will review and evaluate the eligible applications based on the criteria below. WTA reserves the right to request additional information and/or a meeting with the applicant to properly evaluate a submission.

Improved Access – How well does the proposed project improve the conditions for non-motorized access to WTA bus stops and/or stations? Does the proposed project improve access for priority populations (i.e., low-income households, zero-vehicle households, senior populations, individuals living with a disability, etc.)? What risks are identified and what is the risk mitigation plan for those risks?

Community Need – Does the proposed project address an identified transportation barrier or gap? Has the proposed project been identified in existing plans or programs? How does the project align with the TAF goals?

Ability to Fund and Administer – Does the applicant demonstrate the ability to fully fund and administer the project if awarded financial assistance through the TAF? Is there significant detail outlining the applicant's ability to complete the project? Is the project ready for execution or is it still in the planning phases?

Clarity and Quality of Application – Is the application clear, legible, and complete including proper spelling, grammar, and punctuation? Does the applicant include the appropriate data and documentation needed to support the proposed project? Is there significant enough detail for staff to evaluate the application properly and completely for competitive award?

History and Geographic Diversity - In addition to the above specific criteria, geographic distribution, diversity in population groups served and previous grant award(s) will be considered in evaluating the application.

Public Disclosure Law (RCW 32.56)

WTA complies with RCW Chapter 42.56. All proposals, supporting documentation, Contract documents, and reports will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is the Applicants responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

WHATCOM TRANSPORTATION AUTHORITY Transit Access Fund

Application for Non-Motorized Project Funding

SECTION 1: GENERAL INFORMATION

City of Nooksack
Primary Applicant Organization: _____
Public Works
Department Name: _____
Virginia Arnason, City Clerk-Treasurer
Primary Contact Person Name: _____
103 W. Madison Street, Nooksack, WA 98276
Mailing Address: _____
(360) 966-2531
Work Phone: _____ Cell Phone: _____
virginia@cityofnooksack.com
Email: _____
Bob Skillman, Public Works Director
Secondary Contact Person Name: _____
same
Mailing Address: _____
same (360) 815-6563
Work Phone: _____ Cell Phone: _____
bob@cityofnooksack.com
Email: _____

SECTION 2: DESCRIPTION OF PROPOSED PROJECT

Project Location

1. Please provide the 'Stop ID' of the nearest stop or station (Stop IDs can be found in the [TAF Webmap](#)): 7113
2. Please provide a detailed map of the proposed project site (attach to the application and label 'Element 1').
3. Please provide the following demographic data for the census tract(s) in which your project is located. If your project is located in multiple tracts or borders multiple tracts, please provide a sum for each category. (ACS 5-year estimates provided in the [TAF Webmap](#))

Census tract(s): 53073010200
Total population: 5,380
Minority population: 1,184
Disabled population: 752
Population over the age of 65: 710
Total households: 2,420
Low-income households: 517
Zero-vehicle households: 72

4. Does the project connect origins or destinations that specifically serve priority populations, like low-income housing, schools, or social services? Y/N



If yes, please identify those facilities.

The project would improve access to the closest bus stop to the Nooksack Elementary School, which is located approximately one-half mile to the east.

Project Description

5. Please provide a detailed description of the proposed project:
Construction of 325 feet of sidewalk from E. Madison Street sidewalk north to WTA bus stop and continuing north to the entrance to the Nooksack City Park.
6. Is the proposed project in your Transportation Improvement Program and/or other plans (projects not listed in TIPs are eligible)? Y/N



If yes, please provide a link to the plan and relevant page numbers:

7. Have the permits required to begin construction of the proposed project been approved (including environmental permits)? Y/N

If yes, please attach all approved permit applications (attach to the application and label 'Element 2').

If not, please list the permits required for the proposed project and the anticipated approval schedule.

WSDOT Permit - May 2023
City Grading Permit - May 2023

8. Have the planning and design phases been completed for the proposed project? Y/N

If yes, please attach detailed project plans, including engineering drawings and specifications (attach to the application and label 'Element 3').

If not, please provide the anticipated completion of the planning and design phases and describe the available funding resources:

Project design and preparation of project plans - Completed by March 2023.
If available, TAF grant funding would be utilized; otherwise, City street funds in budget.

9. Please provide an itemized breakdown of the estimated costs (detailed project costs. Design, materials, labor, etc.) associated with the proposed project (attach to the application and label 'Element 4'). Note: WTA will only consider the costs associated with the non-motorized infrastructure portion of the project.

Project Funding and Administration

10. Is there existing funding committed to the proposed project? (For example, City budget, federal grants, state grants, etc.) Y/N

If yes, please provide a detailed explanation, and documentation, of the available funding and the funding gap that the TAF will address:

11. Is your organization currently seeking additional grants for this project? Y/N

If yes, please identify the grants, granting agency, and requested funding amount:

12. Does your staff have the capacity to administer the proposed project? Y/N

If yes, please provide a detailed explanation of how the proposed project will be administered, including staff roles:

City Clerk-Treasurer will manage financial elements, such as submitting reimbursement requests. Public Works Director will manage project construction.

13. Will external consultants or contractors be needed to complete the proposed project?

Y/N

If yes, please explain and provide names and which portion of the work scope they are providing:

City Engineer (Freeland and Associates, Inc.) will design the project.
Licensed contractor (not yet selected) will construct the project.

14. Please provide a detailed timeline for the proposed project:

Project Planning and City Council support - September 2022
Project design - January to March 2023
Project permitting - April and May 2023
Contractor selection - June 2023
Project construction - July through September 2023

Questions about the application questions or questions regarding demographic data collection should be directed to Michael Harpool at michaelh@ridwta.com or 360-788-9312.

SECTION 3: CERTIFICATION

I certify that, to the best of my knowledge, the information in this application is true and accurate. This agency/organization has the necessary financial and managerial capability to adequately fund and administer the proposed project. I am duly authorized to commit this agency/organization to the contract requirements and understand that my name will be under contract should an award be granted.

Signature of Agency/Organization

Department Director/Executive: _____
Mayor

Kevin Hester, Mayor
Typed Name/Title: _____

Signature:  _____

Date: September 21, 2022

WHATCOM TRANSPORTATION AUTHORITY
Transit Access Fund
Application Submission Check List

Have you:

- INCLUDED THE COMPLETED APPLICATION
- IDENTIFIED YOUR ORGANIZATION
- INCLUDED REQUIRED SIGNATURES
- INCLUDED ANY SUPPORTING DOCUMENTATION
- POSTMARKED OR EMAILED THE APPLICATION BY DEADLINE
DATE & TIME OF Friday, September 16th, 2022.

Return all items to:

Michael Harpool

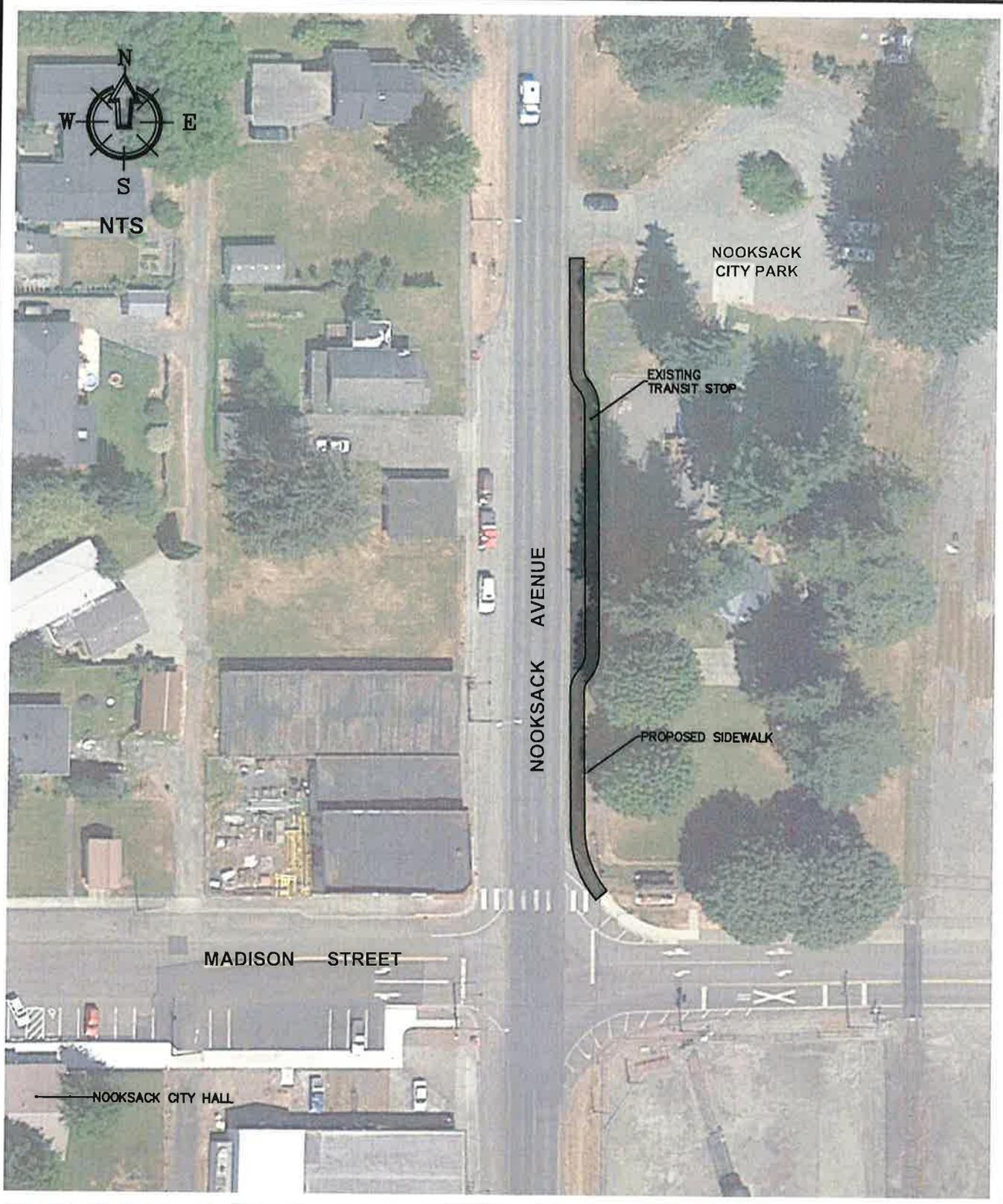
Whatcom Transportation Authority

4011 Bakerview Spur

Bellingham, WA 98226

michaelh@ridewta.com

Application deadline: Friday, September 16th, 2022



DWG No. 22209SP1.DWG

JOB #: 22209

ELEMENT 1
CITY OF NOOKSACK - WTA SIDEWALK



220 W. Champion Street, Suite 200 t: 360.650.1408
Bellingham, WA 98225 f: 360.650.1401

F R E E L A N D
& A S S O C I A T E S

DATE 9-21-2022

SHEET 1

Element 4 - Engineer's Estimate
 Nooksack Avenue n/o E. Madison Street
 Sidewalk Extension

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Preparation					
1.	Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00
2.	Clearing and Grubbing	L.S.	1	\$ 5,000.00	\$ 2,500.00
3.	Grinding Asphalt Concrete Pavement	S.F.	1,550	\$ 8.00	\$ 12,400.00
Grading					
1.	Roadway Excavation Incl. Haul	C.Y.	100	\$ 30.00	\$ 3,000.00
Drainage					
1.	Stormwater Management	L.S.	1	\$ 10,000.00	\$ 10,000.00
Storm Sewer					
1.	Catch Basin Type 1	Each	1	\$ 1,200.00	\$ 1,200.00
2.	Corrugated Polyethylene Storm Sewer Pipe, 12 Inch Diam.	L.F.	310	\$ 50.00	\$ 15,500.00
3.	Gravel Backfill for Trench	Ton	325	\$ 30.00	\$ 9,750.00
Surfacing					
1.	Gravel Base	Ton	350	\$ 30.00	\$ 10,500.00
2.	Crushed Surfacing Top Course	Ton	60	\$ 50.00	\$ 3,000.00
3.	Sawcut and Seal Asphalt Pavement	L.F.	310	\$ 4.00	\$ 1,240.00
Hot Mix Asphalt					
1.	HMA Cl. 1/2 In. PG (2")	Ton	35	\$ 200.00	\$ 7,000.00
Erosion Control and Roadside Restoration					
1.	Seeding, Fertilizing, Mulching	L.S.	1	\$ 2,000.00	\$ 2,000.00
2.	Silt Fence	L.F.	310	\$ 5.00	\$ 1,550.00

Element 4 - Engineer's Estimate
 Nooksack Avenue n/o E. Madison Street
 Sidewalk Extension

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Traffic					
1.	Cement Concrete Barrier Curb and Gutter	L.F.	310	\$ 75.00	\$ 23,250.00
2.	Plastic Line	L.F.	310	\$ 5.00	\$ 1,550.00
3.	Project Temporary Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
4.	Pedestrian Railing	L.F.	80	\$ 100.00	\$ 8,000.00
Other Items					
1.	Gravity Block Wall	S.F.F.	240	\$ 100.00	\$ 24,000.00
2.	Cement Concrete Sidewalk	S.Y.	175	\$ 90.00	\$ 15,750.00
				<i>Subtotal</i>	\$ 177,190.00
				Contingency (10%)	\$ 17,719.00
				Construction Total	\$ 194,909.00
	Surveying, Engineering, Permitting and Construction Administration (15%)			\$	\$ 29,236.35
				Project Total	\$ 224,145.35