

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202211047-1**

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Bridge & Hydraulics - 905900/Construction
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Washington State Department of Transportation
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202211047</u>	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>LA10509</u> CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>202211047</u>	
Is this contract the result of a RFP or Bid process?    Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: <u>CC 378100 / CRP 913006</u>	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>8,997,310.00</u> This Amendment Amount: \$ <u>\$1,974,900.00</u> Total Amended Amount: \$ <u>\$10,972,210.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. 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:	
Whatcom County has been awarded additional federal bridge replacement funds for the North Lake Samish Drive Bridge No. 107 Replacement project. A Local Agency Agreement Supplement is required to obligate these funds.	
Term of Contract: N/A	Expiration Date: December 31, 2028

Contract Routing:	1. Prepared by: <u>Kevin Thompson</u>	Date: <u>6/2/2023</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>6/6/2023</u>
	3. AS Finance reviewed: <u>A Martin</u>	Date: <u>6/6/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>8/2/23</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>6/23/23</u>
	7. Council approved (if necessary): <u>AB2023-392</u>	Date: <u>6/20/23</u>
	8. Executive signed: <u>✓</u>	Date: <u>6/26/23</u>
	9. Original to Council: _____	Date: _____



## Memorandum

**To:** The Honorable Satpal Singh Sidhu, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Elizabeth Kosa, Director

**From:** Douglas W. Ranney II, P.E., County Engineer DWR  
James E. Lee, P.E., Engineering Manager 

**Date:** June 6, 2023

**Re:** N. Lake Samish Dr. Bridge No. 107 Repl., PBB 378100, CRP No. 913006  
**Local Agency Agreement Supplement #1**

RECEIVED

JUN 23 2023

WHATCOM COUNTY  
EXECUTIVE'S OFFICE

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Enclosed for your review and signature is one (1) original of the Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006.

### Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with WSDOT to receive additional federal funding for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006.

Please sign in [blue ink](#) and return the original of the Local Agency Agreement to my office for further processing. We will return a fully executed copy to you once they are signed by WSDOT.

### Background and Purpose

This project was advertised in February 2023, but only one (1) bid was received that exceeded available budget. The project will be re-advertised in early fall 2023. This supplement will increase federal funds and reduce the amount of local funds needed to fund the project. It also accounts for increases in the project's construction costs, since it will be constructed a year later than originally planned.

### Funding Amount and Source

Whatcom County has obligated \$8,997,310.00 of federal bridge replacement funds for the construction phase of this project and this Local Agency Agreement Supplement #1 will obligate an additional \$1,974,900.00 in federal funds.

Please contact James Lee at extension 6264 with any questions regarding this agreement.



Local Agency Agreement Supplement

Agency Whatcom County		Supplement Number 1 <b>202211047-1</b>
Federal Aid Project Number BRS-37VV(001)	Agreement Number LA10509	CFDA No. <b>20.205</b> - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.  
 The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name North Lake Samish Drive Bridge No. 107 Replacement Length 0.20 mile  
 Termini 0.00 to 0.20

**Description of Work** ✓ No Change  
 Replace existing bridge with a new prestressed concrete girder bridge.

**Reason for Supplement**

Adjustments to CN Agency Funds to Federal Funds and additional CE costs due to re-bidding project in fall 2023.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date December 31, 2028

Advertisement Date October 1, 2023

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 0 %			0.00		
a. Agency			0.00		
b. Other			0.00		
Federal Aid Participation Ratio for PE			0.00		
c. Other			0.00		
d. State Services			0.00		
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way 0 %			0.00		0.00
f. Agency			0.00		0.00
g. Other			0.00		
Federal Aid Participation Ratio for RW			0.00		
h. Other			0.00		
i. State Services			0.00		
j. Total RW Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %			0.00		
k. Contract			0.00		
l. Other			0.00		
m. Other			0.00		
Federal Aid Participation Ratio for CN			0.00		
n. Other			0.00		
o. Agency			0.00		
p. State Services			0.00		
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00	0.00	0.00

SEE ATTACHED

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.

**Agency Official**  
 By Sarpal Sidhu  
 Title Whatcom County Executive  
 Agency Date 6/26/2023

**Washington State Department of Transportation**  
 By Stephanie Tax Digitally signed by Stephanie Tax  
 Director, Local Program Date: 2023.08.02  
 Date Executed Tax 16:57:10 -07'00'

Approved as to form:  
 DOT Form 140-041 Revised 04/2022 Christopher Quinn  
 Christopher Quinn By LJC 6/6/2023

Agency Whatcom County		Supplement Number 1
Federal Aid Project Number BRS-37VV(001)	Agreement Number LA10509	CFDA No. <b>20.205</b> - Highway Planning and Construction

**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).

**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.

**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.

**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.

**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).



**Washington State  
Department of Transportation**

Federal Aid Number : BRS-37VV(001)

Agreement Number : LA10509

Project Title : North Lake Samish Drive Bridge #107 Replacement

Supplement Number : 1

Type of Work		Estimate of Funding				
		(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED FEDERAL FUNDS
<b>P.E.</b> 0% Federal Aid	a. Agency	\$242,400.00	\$0.00	\$242,400.00	\$242,400.00	\$0.00
	b. Other	\$1,124,700.00	\$0.00	\$1,124,700.00	\$1,124,700.00	\$0.00
	c. Other					
	d. Other					
	e. Other					
	f. Other					
	g. Total PE Cost Est. (a thru e)	<b>\$1,367,100.00</b>	<b>\$0.00</b>	<b>\$1,367,100.00</b>	<b>\$1,367,100.00</b>	<b>\$0.00</b>
<b>Right of Way</b> 0% Federal Aid Participation Ratio for RW	h. Agency	\$94,700.00	\$35,000.00	\$129,700.00	\$129,700.00	\$0.00
	i. Other					
	j. Other					
	k. Other					
	l. Other					
	m. Other					
	n. Other					
o. State						
p. Total R/W Cost Est. (f thru j)	<b>\$94,700.00</b>	<b>\$35,000.00</b>	<b>\$129,700.00</b>	<b>\$129,700.00</b>	<b>\$0.00</b>	
<b>Construction</b> 100% Federal Aid Participation Ratio for CN	q. Contract	\$8,761,310.00	\$1,941,900.00	\$10,703,210.00	\$0.00	\$10,703,210.00
	r. Other - Non Part. Contract	\$654,190.00	(\$654,190.00)	\$0.00	\$0.00	\$0.00
	s. Other - Non Part. Consultant	\$329,000.00	\$46,000.00	\$375,000.00	\$375,000.00	\$0.00
	t. Other - Non Par. Lk. Samish Water Assoc.	\$617,300.00	\$35,800.00	\$653,100.00	\$653,100.00	\$0.00
	u. Other - Non Part. Testing	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00
	v. Other					
	w. Agency	\$226,000.00	\$33,000.00	\$259,000.00	\$0.00	\$259,000.00
	x. State	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
	y. Total Const. Cost Est. (k thru p)	<b>\$10,622,800.00</b>	<b>\$1,402,510.00</b>	<b>\$12,025,310.00</b>	<b>\$1,053,100.00</b>	<b>\$10,972,210.00</b>
	r. Total Project Cost Estimate (e+)+q)	<b>\$12,084,600.00</b>	<b>\$1,437,510.00</b>	<b>\$13,522,110.00</b>	<b>\$2,549,900.00</b>	<b>\$10,972,210.00</b>