



Agency Whatcom County		Supplement Number 2
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 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 Birch Bay Drive and Pedestrian Facility Length 1.58 miles

Termini (MP 2.68 to MP 4.26) Lora Lane to Cedar Avenue

**Description of Work**  No Change

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a 900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed between Lora Lane and Cottonwood Drive.

**Reason for Supplement**

Obligate additional Consultant CE funds and additional consultant scope added.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date December 31, 2025

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: August 20, 2019

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 Varies %	a. Agency	131,820.00	0.00	131,820.00	11,046.00	120,774.00
	b. Other Consultant (STP E, US)	1,618,000.00		1,618,000.00	181,670.00	1,436,330.00
Federal Aid Participation Ratio for PE	c. Other Non Participating	68,180.00		68,180.00	68,180.00	0.00
	d. State	5,000.00	0.00	5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	1,823,000.00	0.00	1,823,000.00	260,896.00	1,562,104.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract	0.00	1,846,270.00	1,846,270.00	249,246.00	1,597,023.00
	l. Other Contract Non-Par		6,701,530.00	6,701,530.00	6,701,530.00	0.00
	m. Other Material Testing Non-Par		30,000.00	30,000.00	30,000.00	0.00
Federal Aid Participation Ratio for CN	n. Other Consultant Non-Par		800,000.00	800,000.00	800,000.00	0.00
	o. Agency		500,000.00	500,000.00	500,000.00	0.00
	p. State		15,000.00	15,000.00	2,025.00	12,975.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	9,892,800.00	9,892,800.00	8,282,801.00	1,609,998.00
	r. Total Project Cost Estimate (e++q)	1,823,000.00	9,892,800.00	11,715,800.00	8,543,697.00	3,172,102.00


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**

**Washington State Department of Transportation**

By  
Title

By  
Director, Local Program  
Date Executed

Approved as to form:  
  
Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

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## 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).



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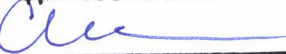
**Agency Official**

**Washington State Department of Transportation**

By  
Title

By  
Director, Local Program  
Date Executed

Approved as to form:

 8/11/19  
Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

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**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	July 09, 2019	
Federal Aid Project Number	STP(E)		DUNS Number	618953285	
Local Agency Project Number	CRP 907001		Federal Employer Tax ID Number	916001383	
Agency	CA Agency	Federal Program Title			
Whatcom County	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title	Start Latitude	End Latitude	Start Longitude	End Longitude	
Birch Bay Drive & Pedestrian Facility	N 48-55-04	N 48-56-38	W 122-44-43	W 122-46-44	
Project Termini From-To	Nearest City Name		Project Zip Code (+4)		
Lora Ln. Cedar Ave.	Blaine, WA		98230-9003		
Begin Mile Post	End Mile Post	Length of Project	Award Type		
2.68	4.26	1.58	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
20010	2.68	4.26	N/A	37	Whatcom
WSDOT Region	Legislative District(s)	Congressional District(s)		Urban Area Number	
Northwest Region	42	2		99	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$1,823,000	\$260,900	\$1,562,100	September	2012
R/W	\$1,685,600	\$1,685,600	\$0	January	2013
Const.	\$9,892,800	\$8,282,800	\$1,610,000	October	2019
<b>Total</b>	<b>\$13,400,300</b>	<b>10,229,200</b>	<b>\$3,172,100</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width: 28 feet  
Number of Lanes: 2

Birch Bay Drive lacks sufficient shoulder width to accommodate the volume of bicycles and pedestrians and is subject to frequent flooding and storm damage. The adjacent sand and gravel beaches are narrow, degraded, and offer limited protection to Birch Bay Drive and limited recreational opportunities or flood protection for inland development.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a 900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed between Lora Lane and Cottonwood Drive.

Local Agency Contact Person	Title	Phone
Mr. Joseph P. Rutan	County Engineer/Assistant Director	(360)778-6219
Mailing Address	City	State Zip Code
322 N. Commercial St., Suite 301	Bellingham	WA 98225

Project Prospectus

By:

Approving Authority

Title: *County Engineer*

Date: *7/23/19*

Agency Whatcom County	Project Title Birch Bay Drive & Pedestrian Facility	Date July 09, 2019
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<b>Type of Proposed Work</b>			
Project Type (Check all that Apply)		Roadway Width 28 feet	Number of Lanes 2
<input type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	
<input type="checkbox"/> Railroad	<input checked="" type="checkbox"/> Parking	<input checked="" type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial
		<input type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	N/A	
Existing ADT	4,791	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

<b>Performance of Work</b>			
Preliminary Engineering Will Be Performed By	Others	Agency	
Consultant and Local Agency	95 %	5 %	
Construction Will Be Performed By	Contract	Agency	
Construction Contract	100 %	0 %	

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

SEPA/NEPA, Shorelines, HPA, ESA, Clean Water Act Sec 404, Water Quality certification (401), NPDES, Archaeology review