



Agency Whatcom Co		Supplement Number 1
Federal Aid Project Number HSIP-000S(476)	Agreement Number LA-9256	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 2/23/2018  
All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

**Project Description**

Name Guardrail Safety Program: CRP No.918002

Length 0.000

Termini N/A

**Description of Work**  No Change

**Reason for Supplement**

Obligate construction funds for construction contract and construction engineering.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date 12/31/2022

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: 5/1/2019

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 90 % a. Agency	105,000.00		105,000.00	10,500.00	94,500.00
b. Other			0.00		
Federal Aid Participation Ratio for PE c. Other			0.00		
d. State	5,000.00		5,000.00	5,000.00	
e. Total PE Cost Estimate (a+b+c+d)	110,000.00	0.00	110,000.00	15,500.00	94,500.00
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 100 % k. Contract		683,028.00	683,028.00		683,028.00
l. Other Testing - Nonparticipating		5,000.00	5,000.00	5,000.00	
m. Other			0.00		
Federal Aid Participation Ratio for CN n. Other			0.00		
o. Agency		116,972.00	116,972.00		116,972.00
p. State		5,000.00	5,000.00		5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	810,000.00	810,000.00	5,000.00	805,000.00
r. Total Project Cost Estimate (e+j+q)	110,000.00	810,000.00	920,000.00	20,500.00	899,500.00

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 County Executive **Approved as to form:**

By  
Director, Local Program  
Date Executed

*Christopher Quinn* 3/14/19  
Date  
**Christopher Quinn**  
Civil Deputy Prosecutor  
Civil Division

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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).



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	03/08/2019	
Federal Aid Project Number	HSIP	000S	476	DUNS Number	060044641
Local Agency Project Number	CRP No. 918002	( WSDOT Use Only )		Federal Employer Tax ID Number	916001383

Agency Whatcom County	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Guardrail Safety Program	Start Latitude N 48-41-2.11	Start Longitude W 122-18-51.50
Project Termini From-To N/A	End Latitude N 48-41-2.11	End Longitude W 122-18-51.50
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.000
Route ID Varies	Begin Mile Point Varies	End Mile Point Varies
City Number N/A	County Number 37	County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 40, 42	Congressional District(s) 1, 2
		Urban Area Number N/A

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.	\$110,000	\$15,500	\$94,500	01/2018
R/W				
Const.	\$810,000	\$5,000	\$805,000	05/2019
Total	\$920,000	\$20,500	\$899,500	

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

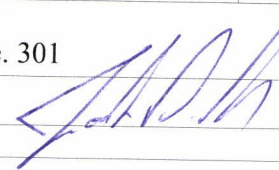
Roadway Width Varies	Number of Lanes 2
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The existing sections of roadway have no guardrail safety features.

**Description of Proposed Work**

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

Install guardrail at various locations countywide.

Local Agency Contact Person James P. Karcher, P.E.	Title Engineering Manager	Phone 360-778-6271
Mailing Address 322 N. Commercial St, Ste. 301	City Bellingham	State WA
	Zip Code 98225	
Project Prospectus	By  Title County Engineer	Approving Authority Date 3/8/19

Agency Whatcom County	Project Title Guardrail Safety Program	Date 03/08/2019
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**Type of Proposed Work**

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	Varies	2

**Geometric Design Data**

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

**Performance of Work**

Preliminary Engineering Will Be Performed By	Others	Agency	
	%	100	%
Construction Will Be Performed By	Contract	Agency	
	100	%	%

**Environmental Classification**

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

Agency  
Whatcom County

Project Title  
Guardrail Safety Program

Date  
03/08/2019

**Right of Way**

No Right of Way Needed

\* All construction required by the contract can be accomplished within the exiting right of way.

Right of Way Needed

No Relocation

Relocation Required

**Utilities**

No utility work required

All utility work will be completed prior to the start of the construction contract

All utility work will be completed in coordination with the construction contract

**Railroad**

No railroad work required

All railroad work will be completed prior to the start of the construction contract

All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Puget Sound Energy will relocated utility poles that are in Whatcom County's right-of-way and are in direct conflict with guardrail sites in the proposed project.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Whatcom County

Date

By **Approved as to form:**

\_\_\_\_\_  
Mayor/Chairperson



3/14/19

Previous Editions Obsolete

**Christopher Quinn**  
Civil Deputy Prosecutor  
Civil Division

Date

**Guardrail Safety Program  
Safety Improvements  
CRP # 918002**

**Construction Funding Year(s):** 2019

**Project Narrative:**

This item provides funding to install guardrail as safety measures throughout the County at locations fitting criteria detailed in the grant application. These improvements will decrease run off the road and struck fixed object type of accidents. It is listed **#R16** on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**

Grant applied for in spring 2017, with funding received and design initiated in 2018. Construction in Early 2019.

<b>Total Estimated Project Cost:</b> \$920,000  <b>Expenditures to Date:</b> \$100,000	<b>Funding Sources:</b>	
	Federal	\$900,000
	State	\$
	Local	\$20,000

<b>Environmental Permitting</b>	Shorelines
<b>Right-of-Way Acquisition (Estimate)</b>	TBD
<b>County Forces (Estimate)</b>	TBD

Due to the nature of this item, no map exists. Location of the new guardrails are at 25 sites countywide.