

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201209003-4

Originating Department:	Public Works - Design & Construction
Division/Program: (i.e. Dept. Division and Program)	905900 Construction
Contract or Grant Administrator:	Doug Burghart
Contractor's / Agency Name:	Washington State Dept. of Transportation
Is this a New Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/>
	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201209003-3</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>LA-7784</u> CFDA#: <u>20.205</u>
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/>	If yes, Whatcom County grant contract number(s): <u>STPE-K370(003)</u>
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/>	Contract _____ Cost Center: <u>339100</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"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input checked="" type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>4,062,059</u> (STP \$3,498,891; Local \$563,169)	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.
This Amendment Amount: \$ <u>1,271,676</u> (STP \$1,100,000; Local \$171,676)	
Total Amended Amount: \$ <u>5,333,735</u>	
Summary of Scope:	
Summary of Scope: This Local Agency Agreement Supplement No. 4 is required to obligate federal funds for the construction phase on the Birch Bay Drive and Pedestrian Facility Project, CRP No. 907001.	
Term of Contract: Completion of Project	Expiration Date: N/A

Contract Routing:	1. Prepared by: <u>C. Swan</u>	Date: <u>2021-05-14</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>06/03/2021</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>06/03/2021</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>✓ approved</u>	Date: <u>6-15-21</u>
	8. Executive signed: <u>✓</u>	Date: <u>6-21-21</u>
	9. Original to Council: <u>✓</u>	Date: <u>7-27-21</u>



**Local Agency Agreement Supplement**

Agency Whatcom County		Supplement Number 4
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 number noted above.  
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**

Additional Surface Transportation Block Grant (STBG) program funds have been acquired.

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 100, 86.5 %	a. Agency		131,820.00	11,046.00	120,774.00
	b. Other Consultant (STP E, US)		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	
	d. State		5,000.00		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
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 RW Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract		2,224,056.00	471,924.00	3,023,809.00
	l. Other Contract Non-Par		6,612,049.00	5,340,372.00	
	m. Other Material Testing Non-Par		30,000.00	30,000.00	
Federal Aid Participation Ratio for CN	n. Other Consultant Non-Par		511,694.00	511,694.00	
	o. Agency		500,000.00	500,000.00	
	p. State		15,002.00	2,025.00	12,977.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	9,892,801.00	0.00	9,892,801.00	6,856,015.00
r. Total Project Cost Estimate (e+j+q)	11,715,801.00	0.00	11,715,801.00	7,116,911.00	4,598,890.00

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**  
By *Satpal Sidhu*  
Title Whatcom County Executive

**Washington State**  
**Department of Transportation**  
By Director, Local Program  
Date Executed

**Stephanie Tax**  
Digitally signed by  
Stephanie Tax  
Date: 2021.07.12  
08:17:28 -07'00'

**Approved as to form:**

Approved by Chris Quinn 6/17/21  
Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

Agency Whatcom County		Supplement Number 4
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

### **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).



**Jon Hutchings**  
Director

## Memorandum

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

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer *JPK*  
Doug Burghart, Engineering Manager *DB*

Date: June 3, 2021

Re: Birch Bay Drive and Pedestrian Facility Project, CRP No 907001; FA No. STPE-K370(003)  
**Local Agency Agreement Supplement No. 4**

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Enclosed for your review and signature are two (2) originals each of Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the Birch Bay Drive & Pedestrian Facility Project, CRP 907001.

### **Requested Action**

Public Works respectfully requests that the County Executive sign the attached documents to enter into an agreement with WSDOT to receive federal funding for the subject project.

Please return both originals of the Local Agency Agreement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

### **Background and Purpose**

Whatcom County has been awarded additional federal Surface Transportation Block Grant Program (STBG) funds for the construction phase of the Birch Bay Drive & Pedestrian Project. A Local Agency Agreement is necessary to obligate the funds by September 15, 2021, as required in the attached award letters, or funds are subject to be reallocated by the Policy Board.

### **Funding Amount and Source**

Total estimated project costs of \$15,291,786 will be covered by \$4,598,890 in federal STP funds and \$10,692,896 of Local Road Funds. Whatcom County has already obligated \$3,498,800 in federal funds for preliminary engineering (\$1,562,000) and construction (\$1,936,800). This Local Agency Agreement Supplement No. 4 will obligate \$1,100,000 of additional funding awarded to Whatcom County. These federal funds require a 13.5% local fund match. Sufficient budget authority exists to cover the Local Road Fund match on the federal funds.

Please contact Jim Karcher, at extension 6271, if you have any questions or concerns regarding this agreement.