

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works - Bridge & Hydraulic
Division/Program: (i.e. Dept. Division and Program)	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 #:    201604012	
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):    LA 8896    CFDA#:    20.205	
Is this contract grant funded?    Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s):    201604012	
Is this contract the result of a RFP or Bid process?    Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Contract Cost Center:    914015	
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): \$ 150,000.00 This Amendment Amount: \$ 2,047,063.00 Total Amended Amount: \$ 2,197,063.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, 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: _____	
This Local Agency Agreement Supplement No. 2 is required to receive additional federal funding for the construction phase of the Lummi Island Breakwater Replacement Project, CRP 914015.	
Term of Contract: N/A    Expiration Date: 12-31-2023	

Contract Routing:	1. Prepared by: D. Burghart 2. Attorney signoff: Christopher Quinn 3. AS Finance reviewed: M Caldwell 4. IT reviewed (if IT related): 5. Contractor signed: 6. Submitted to Exec.: 7. Council approved (if necessary): 8. Executive signed: 9. Original to Council:	Date: 1/22/21 Date: 1/22/2021 Date: 1/22/2021 Date: Date: Date: Date: Date:
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Agency Whatcom County		Supplement Number 2
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	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 Lummi Island Breakwater Replacement

Length 0.00

Termini N/A

Description of Work  No Change

Whatcom County proposes to replace the timber southern breakwater at the Lummi Island ferry terminal with a new steel structure

**Reason for Supplement**

To obligate funds necessary for the construction phase of this project.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date 12-31-2024

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: 3-10-2021

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 80 %	a. Agency	150,000.00		150,000.00	30,000.00	120,000.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	150,000.00	0.00	150,000.00	30,000.00	120,000.00
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 80 %	k. Contract		1,081,258.00	1,081,258.00	216,252.00	865,006.00
	l. Other Contract-Nonparticipating		815,805.00	815,805.00	815,805.00	
	m. Other Consultant-Nonparticip.		16,210.00	16,210.00	16,210.00	
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		108,790.00	108,790.00	108,790.00	
	p. State		25,000.00	25,000.00	5,000.00	20,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,047,063.00	2,047,063.00	1,162,057.00	885,006.00
	r. Total Project Cost Estimate (e+j+q)	150,000.00	2,047,063.00	2,197,063.00	1,192,057.00	1,005,006.00

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

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

Title

Date Executed

Approved as to form:

Approved by CQ on 1/22/2021

Christopher Quinn Date  
Senior Civil Deputy Prosecuting Attorney

Agency Whatcom County		Supplement Number 2
Federal Aid Project Number FBP-A373(001)	Agreement Number LA 8896	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).

# Instructions

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1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description**. Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the **Yes** box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the **No** box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter additional amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	January 25, 2021
Federal Aid Project Number	FBP-A373(001)		DUNS Number	060044641
Local Agency Project Number	CRP 914015	( 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 Lummi Island Breakwater Replacement	Start Latitude N 48.7204 deg End Latitude N N/A	Start Longitude W 122.6810 deg End Longitude W N/A
Project Termini From-To N/A	Nearest City Name Bellingham	Project Zip Code (+4) 98225-4042
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.00
Route ID	Begin Mile Point	End Mile Point
City Number	County Number 37	County Name Whatcom
WSDOT Region Northwest Region	Legislative District(s) 42	Congressional District(s) 2
		Urban Area Number

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.	150,000	30,000	120,000	June 2016
R/W				
Const.	2,047,063	1,162,057	885,006	April, 2021
<b>Total</b>	<b>2,197,063</b>	<b>1,192,057</b>	<b>1,005,006</b>	

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

Roadway Width N/A	Number of Lanes N/A
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The existing all timber breakwater located south of the vessel slip at the Lummi Island ferry terminal was constructed in the mid 1980's is reaching the end of its service life and is need of replacement.

**Description of Proposed Work**

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

Whatcom County proposes to replace the timber breakwater located south of the vessel slip at the Lummi Island ferry terminal with a steel pile supported structure.

Local Agency Contact Person Doug Burghart	Title Project Engineer	Phone (360)815-3791
Mailing Address 322 N. Commercial Street, Suite 301	City Bellingham	State WA
	Zip Code 98225	
Project Prospectus	By <u>James P. Kaucher</u> Approving Authority	Date <u>1-27-2021</u>
	Title County Engineer	

Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date Jan. 27, 2021
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<b>Type of Proposed Work</b>			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	N/A	N/A
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<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 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"/> Urban	<input type="checkbox"/> Principal Arterial
	<input 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
Terrain	<input 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		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

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

<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
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Agency Whatcom County	Project Title Lummi Island Breakwater Replacement	Date Jan. 27, 2021
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**Right of Way**

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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<b>Utilities</b>	<b>Railroad</b>
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<input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

**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 Whactom County  
 By \_\_\_\_\_  
 Mayor/Chairperson

Date

Approved as to form:  
 Approved by Chris Quinn on 1/22/21 Page 3  
 Christopher Quinn      Date  
 Senior Civil Deputy Prosecuting Attorney