

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2017-368

<b>CLEARANCES</b>	<b>Initial</b>	<b>Date</b>	<b>Date Received in Council Office</b>	<b>Agenda Date</b>	<b>Assigned to:</b>
Originator: James E. Lee, P.E.	JEL	11-20-17	<div style="text-align: center;"> RECEIVED   NOV 28 2017   WHATCOM COUNTY COUNCIL </div>	12-5-2017	Finance/Council
Division Head: Joe Rutan, P.E.	JR	11-20-17			
Dept. Head: Jon Hutchings	JH	11/21/17			
Prosecutor: Daniel L. Gibson	DLG	11/21/17			
Purchasing/Budget: Brad Bennett	BB	11/21/17			
Executive: Jack Louws	JL	11/28/17			

**TITLE OF DOCUMENT:**

**Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus for the Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement Project**

**ATTACHMENTS:**

1. Cover Memo
2. Contract Information Sheet
3. Local Agency Agreement Supplement No. 1
4. Revised Local Agency Federal Aid Project Prospectus
5. Project Narrative

SEPA review required? ( ) Yes ( x ) NO  
 SEPA review completed? ( ) Yes ( x ) NO

Should Clerk schedule a hearing? ( ) Yes ( x ) NO  
 Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This Local Agency Agreement Supplement No. 1 and revised Local Agency Federal Aid Project Prospectus between Whatcom County and WSDOT are required to obligate federal funds for construction of the Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement Project.

**COMMITTEE ACTION:****COUNCIL ACTION:**

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings**  
Director



**Joseph P. Rutan, P. E.**  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

**MEMORANDUM**

**RECEIVED**

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

NOV 21 2017

**Through:** Jon Hutchings, Director *JH*

JACK LOUWS  
COUNTY EXECUTIVE

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*  
James E. Lee, P.E., Engineering Manager *JEL*

**Date:** November 21, 2017

**Re:** **Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement Project**  
**CRP No. 913007; Fed. Aid STPR-#T371(010)**  
**Local Agency Agreement Supplement No. 1 & Revised Project Prospectus**

Enclosed for your review and signature are two (2) originals of the Local Agency Agreement Supplement No. 1 between Whatcom County and the Washington State Department of Transportation (WSDOT), and one (1) original of the revised Local Agency Federal Aid Project Prospectus.

**Requested Action**

Public Works respectfully requests the County Council to authorize the County Executive to sign the attached Local Agency Agreement Supplement No. 1 and please return **both** originals to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT. Please also execute the revised Local Agency Federal Aid Project Prospectus and return to my office.

**Background and Purpose**

This Local Agency Agreement Supplement No. 1 is required to obligate federal funds for contract construction, consultant and agency construction engineering support, material testing and construction inspection for the Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement Project. Construction of this project is scheduled for the summer of 2018. This project is listed as Item No. 19 on the 2018 Annual Construction Program.

**Funding Amount and Source**

This supplement increases the agreement amount by \$1,435,045.00 for a new total of \$1,565,045.00. Whatcom County has been awarded Federal Surface Transportation Program Rural (STPR) funds totaling \$950,000 for this project. Of that amount, \$100,000 was allotted to the PE phase and \$850,000 is being obligated to the construction phase. The remaining portion of the total project cost, an estimated maximum of \$615,045.00, will be covered with local road funds. Sufficient 2018 budget authority exists for this supplement.

Please contact Doug Burghart at extension 6277 if you have any questions or concerns regarding the terms of this agreement.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201604013-1

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Bridge & Hydraulic
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Washington State Dept. of Transportation

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes ☒    No ☐  
 Yes ☐    No ☒    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:    201604013

Does contract require Council Approval?    Yes ☒    No ☐    If No, include WCC: \_\_\_\_\_  
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?  
 Yes ☒    No ☐    If yes, grantor agency contract number(s):    LA-8897    CFDA#: \_\_\_\_\_

Is this contract grant funded?  
 Yes ☒    No ☐    If yes, Whatcom County grant contract number(s):    STPR-T371(010)

Is this contract the result of a RFP or Bid process?    Contract  
 Yes ☐    No ☒    If yes, RFP and Bid number(s): \_\_\_\_\_    Cost Center:    CRP 913007

Is this agreement excluded from E-Verify?    No ☐    Yes ☒    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): \$    130,000.00 This Amendment Amount: \$    1,435,045.00 Total Amended Amount: \$    1,565,045.00	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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies or equipment included approved in the budget.</li> <li>4. 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.</li> </ol>
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**Summary of Scope:** This Local Agency Agreement Supplement No. 1 is required to obligate federal funds for contract construction, consultant and agency construction engineering support, material testing and construction inspection for the Hannegan Road/Ten Mile Creek Bridge No. 236 Replacement Project.

Term of Contract:    N/A	Expiration Date:    December 31, 2021
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Contract Routing:	1. Prepared by:    D. Burghart	Date:    11-16-17
	2. Attorney signoff:    Daniel Gibson	Date:    11-16-17
	3. AS Finance reviewed: <i>bennett</i>	Date:    11/21/17
	4. IT reviewed (if IT related):	Date:    _____
	5. Contractor signed: _____	Date:    _____
	6. Submitted to Exec.: <i>✓</i>	Date:    11-21-17
	7. Council approved (if necessary):	Date:    _____
	8. Executive signed: _____	Date:    _____
	9. Original to Council: _____	Date:    _____


**Washington State  
Department of Transportation**
**Local Agency Agreement Supplement**

Agency Whatcom County		Supplement Number 1
Federal Aid Project Number STPR-T371(010)	Agreement Number LA-8897	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 change to the agreement are as follows:

**Project Description**

Name Hannegan Road / Ten Mile Creek Bridge No. 236 Replacement Project

Length 0.02

Termini MP 6.76 to 6.78

**Description of Work** ☒ No Change

Remove the existing bridge structure and replace with a new bridge structure.

**Reason for Supplement**

Obligate Construction funds for contract construction (CN), consultant construction support (CE), material testing (CE) and Agency (CE).

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/31/2021

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: February 28th, 2018

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 86.5 %	a. Agency	115,607.00		115,607.00	15,607.00	100,000.00
	b. Other Consultant	14,393.00		14,393.00	14,393.00	
	c. Other			0.00		
	d. State			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	130,000.00	0.00	130,000.00	30,000.00	100,000.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency			0.00		
	g. Other			0.00		
	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 % Federal Aid Participation Ratio for CN	k. Contract		1,150,000.00	1,150,000.00	300,000.00	850,000.00
	l. Other Consultant-Non particip.		34,450.00	34,450.00	34,450.00	
	m. Other Testing Lab-Non particip.		10,159.00	10,159.00	10,159.00	
	n. Other Contract--Non particip.		95,436.00	95,436.00	95,436.00	
	o. Agency		140,000.00	140,000.00	140,000.00	
	p. State		5,000.00	5,000.00	5,000.00	
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	1,435,045.00	1,435,045.00	585,045.00	850,000.00
	r. Total Project Cost Estimate (e+j+q)	130,000.00	1,435,045.00	1,565,045.00	615,045.00	950,000.00

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 - Jack Louws, County Executive

By  
 Director, Local Program  
 Date Executed

Agency Whatcom County		Supplement Number 1
Federal Aid Project Number STPR-T371(010)	Agreement Number LA-8897	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).