



Agency County of Pacific		Supplement Number I
Federal Aid Project Number STPR-25EG(001)	Agreement Number	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 South Fork Road Resurfacing Project

Length 1.40

Termini MP 4.12 to MP 5.52

Description of Work ☒ No Change

**Reason for Supplement**

Request construction funds

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: 5/2020

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	19,000.00		19,000.00	2,565.00	16,435.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	20,000.00	0.00	20,000.00	2,700.00	17,300.00
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		551,637.00	551,637.00	74,471.00	477,166.00
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		25,000.00	25,000.00	3,375.00	21,625.00
	p. State		5,000.00	5,000.00	675.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	581,637.00	581,637.00	78,521.00	503,116.00
	r. Total Project Cost Estimate (e+j+q)	20,000.00	581,637.00	601,637.00	81,221.00	520,416.00

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

Agency		Supplement Number
County of Pacific		1
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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).

**PUBLIC NOTICE**  
**CALL FOR BIDS**

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of \_\_\_\_\_ or as soon thereafter as possible, on \_\_\_\_\_, 20\_\_\_\_ and will then and there be opened and publicly read for the:

**SOUTH FORK ROAD RESURFACING PROJECT MP 4.12 to MP 5.52**

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked "**South Fork Road Resurfacing Project MP 4.12 to MP 5.52**", together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, at the Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

**South Fork Road Resurfacing Project MP 4.12 to MP 5.52**

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of \_\_\_\_\_ or as soon thereafter as possible, on \_\_\_\_\_, 20\_\_\_\_ in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the above **South Fork Road Resurfacing Project MP 4.12 to MP 5.52**.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Prosecutor's Office

WSBA #

\_\_\_\_\_  
Frank Wolfe, Chair

ATTEST:

\_\_\_\_\_  
Lisa Olsen, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Michael Runyon, Commissioner

NOTICE TO CONTRACTORS  
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS  
211 N. COMMERCIAL ST., RAYMOND, WASHINGTON 98577

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Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA #

\_\_\_\_\_  
Frank Wolfe, Chair

ATTEST:

\_\_\_\_\_  
Lisa Olsen, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Michael Runyon, Commissioner