Washington State Department of Transportation

AGENCY

Local Agency Agreement

Agency City of Sequim

Address 152 West Cedar St
Sequim, WA 98382

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)
Project No. STPUS-5052(001)
Agreement No. LA 8057
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name West Fir Street Rehab T13-01 Length .49 miles

Termini N Sequim Ave/West Fir Street to N 5th Ave/West Fir Street

Description of Work

The roadway will be reconstructed to a School Connection roadway standard that includes bike and pedestrian amenities and roadway crossings. The work will involve excavation, subgrade preparation, drainage, ACP pavement, sidewalks which will be brought up to current ADA standards, and may include signals. The storm drain system will be replaced and expanded. Existing water, sewer, and irrigation utilities will be relocated as required.

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	591,000.00	79,800.00	511,200.00
86.5 %	b. Other			
	c. Other			
Federal Aid Participation Ratio for PE	d. State	10,000.00	10,000.00	
	e. Total PE Cost Estimate (a+b+c+d)	**601,000.00**	**89,800.00**	**511,200.00**
Right of Way	f. Agency			
%	g. Other			
	h. Other			
Federal Aid Participation Ratio for RW	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
%	o. Agency			
Federal Aid Participation Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	**601,000.00**	**89,800.00**	**511,200.00**

Agency Official

By _____

Title Steve Burkett, City Manager

Approved as to form by:

_____
Craig A. Ritchie, City Attorney

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed 5-16-13

DOT Form 140-039 EF
Revised 05/09

Construction Method of Financing *(Check Method Selected)*

State Ad and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ _____ at $ _____ per month for _____ months.

Local Force or Local Ad and Award

☒ Method C - Agency cost incurred with partial reimbursement

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 set forth below. Adopted by official action on

_____ , _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

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, and Office of Management and Budget circulars A-102, A-87 and A-133. 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 the federal Office of Management & Budget (OMB) circular A-87, 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).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (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 Office of Management and Budget Circular A-133.

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 (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 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 OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

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 the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions

Washington State Department of Transportation

Local Agency Agreement

Agency City of Sequim

Address 152 West Cedar St
Sequim, WA 98382

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name West Fir Street Rehab T13-01 Length .49 miles

Termini N Sequim Ave/West Fir Street to N 5th Ave/West Fir Street

Description of Work

The roadway will be reconstructed to a School Connection roadway standard that includes bike and pedestrian amenities and roadway crossings. The work will involve excavation, subgrade preparation, drainage, ACP pavement, sidewalks which will be brought up to current ADA standards, and may include signals. The storm drain system will be replaced and expanded. Existing water, sewer, and irrigation utilities will be relocated and upgraded.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	591,100.00	79,800.00	511,200.00
86.5 %	b. Other			
	c. Other			
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	e. Total PE Cost Estimate (a+b+c+d)	**601,100.00**	**89,800.00**	**511,200.00**
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	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
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	m. Other			
	n. Other			
____ %	o. Agency			
Federal Aid Participation Ratio for CN	p. State			
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Agency Official

By _____

Title Steve Burkett, City Manager

Approved as to form by:

_____ 4/10/13
Craig A. Ritchie, City Attorney

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing *(Check Method Selected)*

State Ad and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ _____ at $ _____ per month for _____ months.

Local Force or Local Ad and Award

☒ Method C - Agency cost incurred with partial reimbursement

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 set forth below. Adopted by official action on

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IV. Availability of Records

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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 the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

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VIII. Single Audit Act

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The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number	T13-01		(WSDOT Use Only)

Date	03/20/2013
Central Contractor Registration Exp.Date	03/01/2014
Federal Employer Tax ID Number	91-6001502

Agency: City of Sequim		Federal Program Title: ☒ 20.205 ☐ Other	
Project Title: West Fir Street Rehab T13-01		Start Latitude: W123D 06'08.51"	Start Longitude: N48D 04'59.70"
		End Latitude: W123D 06'46.87"	End Longitude: N48D 04'59.70"

Project Termini From -- To: N Sequim Ave/West Fir St N 5th Ave/West Fir St	Nearest City Name: Sequim	Project Zip Code: 98382

From: To:	Length of Project: .49 miles	Award Type: ☒ Local ☐ Local Forces ☐ State ☐ Railroad

Federal Agency: ☒ FHWA ☐ Others	City Number: 1160	County Number: 5	County Name: Clallam	WSDOT Region: Olympic Region
Congressional District: 6	Legislative Districts: 24	Urban Area Number: 14	TMA / MPO / RTPO: Peninsula RTPO	

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.	$591,100	$79,800	$511,200	09/2013
R/W	$200,000	$27,000	$173,000	07/2014
Const.	$1,970,000	$265,900	$1,704,100	05/2015
Total	$2,761,100	$372,700	$2,388,300	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
32'	2

The existing street runs between the Sequim School District complex that holds the grade, middle, and high schools on one side and an alternative school and other facilities across the street. It is two lane with an asphalt surface that is severely degraded. The Pavement Condition Index ranges from 26 to 53 out of 100. Large areas of the roadway suffer from subgrade failure, potholes, deep cracks, and severe alligator cracking. The storm water system is inadequate and large puddles develop with any rain. Only one side of the street has sidewalks.

Description of Proposed Work

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

The roadway will be reconstructed to a School Connection roadway standard that includes bike and pedestrian amenities and roadway crossings. The work will involve excavation, subgrade preparation, drainage, ACP pavement, sidewalks which will be brought up to current ADA standards, and may include signals. The storm drain system will be replaced and expanded. Existing water, sewer, and irrigation utilities will be relocated and upgraded.

Local Agency Contact Person	Title		Phone
David Garlington	City Engineer		360-681-3439
Mailing Address: 152 W Cedar St	City: Sequim	State: WA	Zip Code: 98382

Project Prospectus Approval

By David Garlington (Approving Authority)

Title City Engineer Date 4/10/13

Agency	Project Title	Date
City of Sequim	West Fir Street Rehab T13-01	03/20/2013

Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction
- ☒ Reconstruction
- ☐ Railroad
- ☐ Bridge
- ☐ Path / Trail
- ☒ Pedestrian / Facilities
- ☐ Parking
- ☐ 3-R
- ☐ 2-R
- ☐ Other

Roadway Width	Number of Lanes
32'	2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Urban: ☐ Principal Arterial, ☐ Minor Arterial, ☒ Collector ☐ Rural: ☐ Major Collector, ☐ Minor Collector, ☐ Access Street/Road	☒ Urban: ☐ Principal Arterial, ☒ Minor Arterial, ☐ Collector ☐ Rural: ☐ Major Collector, ☐ Minor Collector, ☐ Access Street/Road
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	25mph/20mph when school in session	25-30mph/20mph when school in session
Design Speed	not determined	
Existing ADT	2,000 (2005)	
Design Year ADT	not determined	
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

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

Environmental Classification

☐ Final ☒ Preliminary

- ☐ Class I - Environmental Impact Statement (EIS)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Class III - Environmental Assessment (EA)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☒ Class II - Categorically Excluded (CE)
  - ☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Private irrigation line runs through the project and will be relocated.

Agency	Project Title	Date
City of Sequim	West Fir Street Rehab T13-01	03/20/2013

Right of Way

☐ No Right of Way Required
* All construction required by the contract can be accomplished within the existing right of way.

☒ Right of Way Required
☒ No Relocation
☐ Relocation Required

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

Existing water, sewer, and irrigation utilities will be relocated and upgraded. Estimate of utility design and construction costs are:

Sewer relocation/upgrade $1,033,000
Water relocation/upgrade $911,000
Irrigation relocation $329,000

FAA Involvement

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

Remarks

P.E. costs typically run 20-30% of construction costs; 30% was used o this project for the following reasons:
Scoping level of construction estimate
High degree of coordination required between this project and the Sequim School District Master Construction Plan
Level of underground investigation required for storm, sanitary, water, and irrigation
CA requirements for federal nexus

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 city of Sequim

Date 4-10-13

By [signature]
Mayor/Chairperson CM

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 31, 2017

Mr. David M. Garlington, PE
Public Works Director
City of Sequim
152 West Cedar Street
Sequim, Washington 98382-3317

Received
SEP - 6 2017
Public Works / DCD

City of Sequim
West Fir Street Rehab
STPUS-S052(001)
FUND AUTHORIZATION

Dear Mr. Garlington:

Enclosed for your information and file is a copy of Supplement Number 1 to Local Agency Agreement LA-8057 for the above project between WSDOT and your agency.

This supplement modifies the funding for this project to the amounts shown below:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	$801,000	$684,215

All costs exceeding those shown on this agreement are the sole responsibility of your agency.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Neal Campbell.

Sincerely,

Stephanie Tax
Interim Director
Local Programs

ST:tm:ac
Enclosure
cc: Neal Campbell, Olympic Region Local Programs Engineer, MS 47440

AGENCY

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Sequim		01
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013
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 West Fir Street Rehab T13-01 Length 0.49 Miles

Termini N. Sequim Ave/West Fir Street to N. 5th Ave/West Fir Street

Description of Work ✓ No Change

Reason for Supplement

Obligate Additional PE Phase funding for for right-of-way design, surveying, title research, and Project Funding Estimate (PFE) development.

Are you claiming indirect cost rate? ☐ Yes ✓ No Project Agreement End Date 12/31/18

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date: N/A

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	591,000.00	200,000.00	791,000.00	106,785.00	684,215.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	10,000.00	0.00	10,000.00	10,000.00	0.00
	e. Total PE Cost Estimate (a+b+c+d)	601,000.00	200,000.00	801,000.00	116,785.00	684,215.00
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 %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	601,000.00	200,000.00	801,000.00	116,785.00	684,215.00

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

Title City Manager

Approved as to form by:

Kristina Nelson-Gross
City Attorney

Washington State Department of Transportation

By

Director, Local Program

Date Executed AUG 2 4 2017

Agency		Supplement Number
City of Sequim		01
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(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).

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 26, 2018

Mr. David M. Garlington, PE
Public Works Director
City of Sequim
152 West Cedar Street
Sequim, Washington 98382-3317

Received
MAY - 1 2018
Public Works / DCD

City of Sequim
West Fir Street Rehab
STPUS-HLP-S052(001)
FUND AUTHORIZATION

Dear Mr. Garlington:

We have received FHWA fund authorization, effective April 20, 2018, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE	STATE
Right of Way	$890,096	$559,330	$31,000

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Supplement Number 2 to Local Agency Agreement LA-8057 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the supplement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within ninety (90) days of the End Date or they are ineligible for federal reimbursement.***

In addition, this supplement modifies your PE funds to a total of $601,000 ($511,215 federal share).

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

Please submit all future project correspondence to your Region Local Programs Engineer, Neal Campbell.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:tm:ac
Enclosure
cc: Neal Campbell, Olympic Region Local Programs Engineer, MS 47440

AGENCY

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Sequim		02
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013
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

Received
MAY - 1 2018
Public Works / DCD

Name West Fir Street Rehab T13-01 Length 0.49 Miles

Termini N. Sequim Ave/West Fir Street to N. 5th Ave/West Fir Street

Description of Work ✓ No Change

Reason for Supplement

Obligate R/W phase. Obligate $386,345 of STIP Funds. Transfer $200,000 from PE to R/W phase. Supplement R/W with $196,454 of Eligible Non-Fed Funding utilizing Local Agency Funds. Extend Project Agreement End Date 2 years.

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: N/A

Type of Work			Estimate of Funding (1) Previous Agree/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds	(6) Estimated Federal Funds
PE	a	Agency	791,000	-200,000	591,000	79,875		511,215
86.5%	b	Other			0			0
Federal Aid	c	Other			0	0		
Participation	d	Other			0	0		
Federal Aid	e	Other			0	0		
Ratio for PE	f	State	10,000		10,000	10,000		
	g	Total PE Cost Estimate	801,000	-200,000	601,000	89,875	0	511,215
Right of Way	h	Agency STP 86.5%		646,624	646,624	87,294		559,330
86.5%	i	Agency elegible non fed		202,472	202,472	202,472		
Federal Aid	j	Agency SRTS %100		31,000	31,000		31,000	0
Participation	k	State		10,000	10,000	10,000		
Ratio for R/W	l	Total R/W Cost Estimate		890,096	890,096	299,766	31,000	559,330
Construction	m	Contract			0			
86.5%	n	Other			0			
	o	Other			0			
Federal Aid	p	Other			0			
Participation	q	Other			0			
Ratio for CN	r	Other			0			
	s	Agency			0			
	t	State			0			
	u	Total CN Cost Estimate			0		0	0
	v	Total Project Cost Estimate	801,000	690,096	1,491,096	389,641	31,000	1,070,545

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
Title

Approved as to form by:

Kristina Nelson-Gross
City Attorney

Washington State Department of Transportation

By
Director, Local Program
Date Executed APR 12 2018

Agency		Supplement Number
City of Sequim		02
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(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).

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Sequim		03
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013
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 West Fir Street Rehab T13-01 Length 0.49 Miles

Termini N. Sequim Ave/West Fir Street to N. 5th Ave/West Fir Street

Description of Work ✓ No Change

Reason for Supplement

Transfer $31,000 of SRTS State Funds from R/W to CN phase. Obligate remaining $200,000 of SRTS State Funds in CN phase.

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 4, 2019

Type of Work			Estimate of Funding					
			(1) Previous Agree/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds	(6) Estimated Federal Funds
PE	a	Agency	591,000		591,000	79,875		511,215
86.5%	b	Other			0			0
Federal Aid	c	Other			0	0		
Participation	d	Other			0	0		
Federal Aid	e	Other			0	0		
Ratio for PE	f	State	10,000		10,000	10,000		
	g	Total PE Cost Estimate	601,000		601,000	89,875		511,215
Right of Way	h	Agency STP 86.5%	646,624		646,624	87,294		559,330
86.5%	i	Agency elegible non fed	202,472		202,472	202,472		
Federal Aid	j	Agency SRTS 100%	31,000	-31,000				
Participation	k	State	10,000		10,000	10,000		
Ratio for R/W	l	Total R/W Cost Estimate	890,096	-31,000	859,096	299,766	0	559,330
Construction	m	Contract		6,393,000	6,393,000	6,393,000	0	0
0.0%	n	Agency SRTS 100%		231,000	231,000	0	231,000	0
	o	Other			0			
Federal Aid	p	Other			0			
Participation	q	Other			0			
Ratio for CN	r	Other			0			
	s	Agency Construction Admin		276,000	276,000	276,000	0	0
	t	State		10,000	10,000	10,000	0	0
	u	Total CN Cost Estimate	0	6,910,000	6,910,000	6,679,000	231,000	0
	v	Total Project Cost Estimate	1,491,096	6,879,000	8,370,096	7,068,641	231,000	1,070,545

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 Charles P. Bush
Title City Manager

Washington State Department of Transportation

By
Director, Local Program
Date Executed

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.

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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).

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Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Sequim		03
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013
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 West Fir Street Rehab T13-01 Length 0.49 Miles

Termini N. Sequim Ave/West Fir Street to N. 5th Ave/West Fir Street

Description of Work ✓ No Change

Reason for Supplement

Transfer $31,000 of SRTS State Funds from R/W to CN phase. Obligate remaining $200,000 of SRTS State Funds in CN phase.

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 4, 2019

Type of Work			Estimate of Funding					
			(1) Previous Agree/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds	(6) Estimated Federal Funds
PE	a	Agency	591,000		591,000	79,875		511,215
86.5%	b	Other			0			0
Federal Aid	c	Other			0	0		
Participation	d	Other			0	0		
Federal Aid	e	Other			0	0		
Ratio for PE	f	State	10,000		10,000	10,000		
	g	Total PE Cost Estimate	601,000		601,000	89,875		511,215
Right of Way	h	Agency STP 86.5%	646,624		646,624	87,294		559,330
86.5%	i	Agency elegible non fed	202,472		202,472	202,472		
Federal Aid	j	Agency SRTS 100%	31,000	-31,000				
Participation	k	State	10,000		10,000	10,000		
Ratio for R/W	l	Total R/W Cost Estimate	890,096	-31,000	859,096	299,766	0	559,330
Construction	m	Contract		6,393,000	6,393,000	6,393,000	0	0
0.0%	n	Agency SRTS 100%		231,000	231,000	0	231,000	0
	o	Other			0			
Federal Aid	p	Other			0			
Participation	q	Other			0			
Ratio for CN	r	Other			0			
	s	Agency Construction Admin		276,000	276,000	276,000	0	0
	t	State		10,000	10,000	10,000	0	0
	u	Total CN Cost Estimate	0	6,910,000	6,910,000	6,679,000	231,000	0
	v	Total Project Cost Estimate	1,491,096	6,879,000	8,370,096	7,068,641	231,000	1,070,545

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 Charles P. Bresl
Title City Manager

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency		Supplement Number
City of Sequim		03
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

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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).

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IX. Payment of Billing

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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).

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 23, 2020

Received
JUN - 3 2020
Public Works / DCD

Mr. David M. Garlington, PE
Public Works Director
City of Sequim
152 West Cedar Street
Sequim, Washington 98382-3317

City of Sequim
West Fir Street Rehab
STPUS-HLP-S052(001)
FUND AUTHORIZATION

Dear Mr. Garlington:

Enclosed for your information and file is a copy of Supplement Number 4 to Local Agency Agreement LA-8057 for the above project between WSDOT and your agency.

This supplement modifies the funding for this project to the amounts shown below:

PHASE	TOTAL	FEDERAL SHARE	STATE
Preliminary Engineering	$600,816	$511,056	$0
Right of Way	$378,469	$318,726	$0

All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the supplement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Bryan Dias.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

ST:jg:ml
Enclosure
cc: Bryan Dias, Olympic Region Local Programs Engineer, MS 47440

AGENCY

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Sequim		04
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:

Received
JUN - 3 2020
Public Works / DCD

Project Description

Name West Fir Street Rehab T13-01 Length 0.49 Miles

Termini N. Sequim Ave/West Fir Street to N. 5th Ave/West Fir Street

Description of Work ✓ No Change

Reason for Supplement

De-obligate balance of Federal Aid funding remaining in PE and R/W phase for return to Clallam County for in region distribution.

Are you claiming indirect cost rate? ☐ Yes ✓ No Project Agreement End Date 12/31/2023

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date: February 18, 2019

Type of Work			Estimate of Funding (1) Previous Agree/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds	(6) Estimated Federal Funds
PE	a	Agency	591,000	-184	590,816	79,760	0	511,056
86.5%	b	Other						
Federal Aid	c	Other						
Participation	d	Other						
Federal Aid	e	Other						
Ratio for PE	f	State	10,000	0	10,000	10,000	0	0
	g	Total PE Cost Estimate	601,000	-184	600,816	89,760	0	511,056
Right of Way	h	Agency STP 86.5%	646,624	-278,155	368,469	49,743	0	318,726
86.5%	i	Agency elegible non fed	202,472	-202,472	0	0	0	0
Federal Aid	j	Agency SRTS 100%						
Participation	k	State	10,000	0	10,000	10,000	0	0
Ratio for R/W	l	Total R/W Cost Estimate	859,096	-480,627	378,469	59,743	0	318,726
Construction	m	Contract	6,393,000	0	6,393,000	6,393,000	0	0
0.0%	n	Agency SRTS 100%	231,000	0	231,000	0	231,000	0
	o	Other						
Federal Aid	p	Other						
Participation	q	Other						
Ratio for CN	r	Other						
	s	Agency Construction Admin	276,000	0	276,000	276,000	0	0
	t	State	10,000	0	10,000	10,000	0	0
	u	Total CN Cost Estimate	6,910,000	0	6,910,000	6,679,000	231,000	0
	v	Total Project Cost Estimate	8,370,096	-480,811	7,889,285	6,828,503	231,000	829,782

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 Charles A. Bush

Title City Manager

Approved as to form by:

Kristina Nelson-Gross
City Attorney

Washington State Department of Transportation

By

Director, Local Program

Date Executed APR 20 2020

DOT Form 140-041
Revised 05/2015

Agency		Supplement Number
City of Sequim		04
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUS-S052(001)	LA 8057	(Catalog of Federal Domestic Assistance)

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