



**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 15, 2019

Mr. Mike Paul  
Assistant Public Works Director  
City of Redmond  
PO Box 97010  
Redmond, Washington 98073-9710

**City of Redmond  
152<sup>nd</sup> Avenue Main Street  
STPUL-2015(094)  
FUND AUTHORIZATION**

*mike*

Dear Mr. Paul:

We have received FHWA fund authorization, effective August 14, 2019, for this project as follows:

<b>PHASE</b>	<b>TOTAL</b>	<b>FEDERAL SHARE</b>
Right of Way	\$8,475,350	\$4,400,000

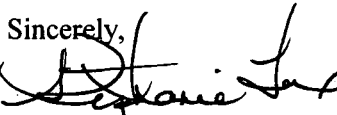
As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement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

Enclosed for your information and file is a fully executed copy of Supplement Number 1 to Local Agency Agreement LA-8680 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 sixty (60) days of the End Date or they are ineligible for federal reimbursement.*

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.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,  
  
Stephanie Tax  
Manager, Program Management  
Local Programs

ST:jg:ml  
Enclosure

cc: Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121



AGENCY

**Local Agency Agreement Supplement**

Agency City of Redmond		Supplement Number 1
Federal Aid Project Number STPUL-2015(094)	Agreement Number LA 8680	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 06/08/2015  
 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 152nd Avenue Main Street Length 0.14 Miles

Termini 24th Street - 26th Street

Description of Work ✓ No Change

**Reason for Supplement**

Obligate right of way phase

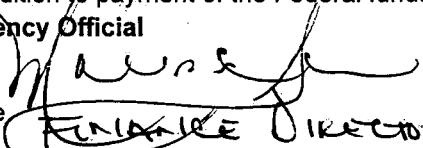
Are you claiming indirect cost rate?  Yes  No Project Agreement End Date 08/01/2024

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

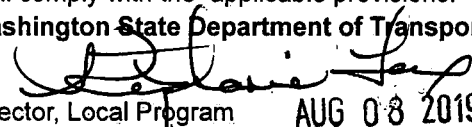
Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	142,509.00		142,509.00	19,239.00	123,270.00
	b. Other Consultant	576,035.00		576,035.00	77,765.00	498,270.00
	c. Other Non-Participating	2,915.00		2,915.00	2,915.00	
	d. State	4,000.00		4,000.00	540.00	3,460.00
	e. Total PE Cost Estimate (a+b+c+d)	725,459.00	0.00	725,459.00	100,459.00	625,000.00
Right of Way 86.5 %	f. Agency		52,121.00	52,121.00	7,036.00	45,085.00
	g. Other Acquisition		5,031,584.00	5,031,584.00	679,264.00	4,352,320.00
	h. Other Non-Participating		3,388,645.00	3,388,645.00	3,388,645.00	
Federal Aid Participation Ratio for RW	i. State		3,000.00	3,000.00	405.00	2,595.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	8,475,350.00	8,475,350.00	4,075,350.00	4,400,000.00
	Construction %	k. Contract			0.00	
Federal Aid Participation Ratio for CN	l. Other			0.00		
	m. Other			0.00		
	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)	725,459.00	8,475,350.00	9,200,809.00	4,175,809.00	5,025,000.00

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

By   
 Title **FINANCE DIRECTOR**

Washington State Department of Transportation

By   
 Director, Local Program **AUG 08 2019**  
 Date Executed

Agency City of Redmond		Supplement Number 1
Federal Aid Project Number STPUL-2015(094)	Agreement Number LA 8680	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).