Burien Contract # 3770

City of Burien, Washington
Contract Routing Sheet

Name of Contracting Party: Washington State Dept. of Transportation (WSDOT)

Project Name/Description: **Grant Award Letter for Highway Safety Improvement Program (HSIP) – Citywide Safety Project**

Contract Amount: $ 300,000 Grant Award
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

☐ Architectural/Engineering ☐ From Engineering Roster ☐ Advertised Bidding Done ☐ Professional Services (Non-Engineering) ☐ 3 Bids received ☐ Direct Negotiation	☐ Construction ☐ Informal Bidding Process Done-3 bids (less than $20,000/$35,000) ☐ From Small Works Roster ($20,000/35,000 to $100,000) ☐ Competitive/Advertised Bidding Done (Over $100,000) ☐ Other: ____	☐ Human Services/Arts &Culture/City Match ☒ Other: Grant Award ☐ Contract Amendment to Contract No. ____

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? ☒ Yes ☐ No

If budgeted, list Fund/Dept.: Transportation CIP

Page # in Budget: 4-35 Budget line item amount: $300,000

BARS Account Number: 2012: 318-11-595-36

Is a budget amendment needed? ☐ Yes ☐ No Amount? $____

Date of Council Approval: Ordinance 575 moved grant from 2013 to 2012

REVIEWED BY:

Contract Manager: _____ Date: _____

Department Director: _____ Date: _____

Management Analyst: L Fleming Date: 2-26-13

Routing Instructions:	**Contract File Checklist:**
☐ Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____	☐ Purchase Order #_____
☐ Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____	☐ Tax ID Form
☐ Other (Please describe) _____	☐ Current Business License #_____
	☐ Insurance Certificate
	☐ Contract Fully Signed

Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary 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

June 5, 2012

Ms. Maiya Andrews, PE
Public Works Director
City of Burien
400 SW 152nd Street, Suite 300
Burien, Washington 98166

2012 City Safety Program
Federal Funding

Dear Ms. Andrews:

WSDOT Highways & Local Programs (H&LP) is pleased to advise you that the following project was selected for 2012 City Safety Program funds through the federal Highway Safety Improvement Program. The federal funding for your project is limited to:

Citywide Safety Improvements	**$300,000**

The funds are available for the project as described in the attached Project Summary. The summary is taken from your grant application and any subsequent changes discussed with our staff. These federal funds are available at 100 percent and require no local match. In order to meet state and federal requirements, the following are required:

1. Authorization:
   - **Ensure that the project is in your agency's or region's Transportation Improvement Program (TIP):** Once your agency's TIP is amended, WSDOT will amend the Statewide Transportation Improvement Program (STIP).

   - **Have active status in the Central Contractor Registration (CCR) database:** All local agencies that receive federal funds must be registered in the Central Contractor Registration (CCR), located at https://www.bpn.gov/ccr/default.aspx. To register, an agency needs a Data Universal Number System (DUNS) number. Agencies that have previously registered in CCR must renew their registration annually to maintain an active status. It is essential that your agency review the information on this website to ensure that authorization of your project(s) is not delayed.

   - **Submit a public interest finding:** For projects that will use local or partner agency forces or will use a sole source product or supplier, please submit a Public Interest Finding form (DOT electronic form 140-050). This form is located at http://www.wsdot.wa.gov/forms/eforms.htm. Please submit the public interest finding to your Local Programs Engineer.

2. Project expenditures incurred before receiving notice of federal fund obligation from H&LP are not eligible for reimbursement.

3. Preliminary Engineering (PE) funds must be obligated by December 31, 2012 or the funds will be reprogrammed to other priority safety projects.

4. All phases of the project must be obligated by September 30, 2015 or the funds will be reprogrammed to other priority safety projects.

5. To maintain funding, a Quarterly Project Report form must be completed by the end of March, June, September, and December each year. The online database can be found at: http://www.wsdot.wa.gov/TA/ProgMgt/QPR/QPR.html. To access the database you will need an account name and password. Your account name is Burien and your password is Burie248. The password is case sensitive.

To obligate funding for the project, please refer to the information above and to the Local Agency Guidelines (LAG) manual at http://www.wsdot.wa.gov/publications/manuals/fulltext/M36-63/LAGManual.pdf . Also, as a reminder, H&LP encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures. For assistance with your project, please contact Ed Conyers, Northwest Region Local Programs Engineer, at 206.440.4734. Our staff looks forward to working with you.

Sincerely,

Kathleen B. Davis
Director
Highways & Local Programs Division

KBD:st:sas
Attachment: Project Summary
cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121
Charlie Howard, Transportation Director, PSRC

Project Summary

Program: City Safety Program

Date: June 2012

Agency: City of Burien

Project Title: Citywide Safety Improvements

Project Description: Improve conditions for pedestrians in crosswalks, improve traffic signal timing and phasing, and install signs, pavement markings, and illumination.

Detailed Project Description:

1. Install rectangular rapid flashing beacons (RRFB) at the following locations:
   a) 4th Ave. SW/SW 132nd St. or Ambaum Blvd. SW between SW 134th St. and SW 136th St.
   b) S. 156th St./4th Ave. S. or SW 126th St./Ambaum Blvd. SW

2. Install countdown pedestrian heads at the following intersections:
   a) 4th Ave. SW/SW 148th St.
   b) 4th Ave. SW/SW 128th St.
   c) 4th Ave. SW/SW 136th St.
   d) 4th Ave. SW/SW 156th St.
   e) 8th Ave. SW/SW 160th St.
   f) 8th Ave. S/S. 128th St.

3. Improve traffic signal timing and phasing at the following intersections:
   a) 4th Ave. SW/SW 148th St.
   b) 4th Ave. SW/SW 128th St.
   c) Ambaum Blvd. SW/SW 146th St.

4. Install signs at the following intersections:
   a) 15th Ave. S/S. 128th St.
   b) 16th Ave. S./S. 128th St.
   c) 3rd Ave. S./S. 128th St.
   d) 4th Ave. SWSW 148th St.
   e) 4th Ave. SW/SW 128th St.
   f) 4th Ave. SW/SW 156th St.
   g) 8th Ave. SW/SW 160th St.
   h) 8th Ave. S./S. 128th St.
   i) Ambaum Blvd. SW/SW 130th St.

j) Ambaum Blvd. SW/SW 146th St.
k) Ambaum Blvd SW/SW 156th St.
l) Occidental Ave S./S 128th St.

5. Install channelization at the following intersections:
   a) 15th Ave. S./S. 128th St.
   b) 16th Ave. S./S. 128th St.
   c) 4th Ave. SW/SW 128th St.
   d) 4th Ave. SW/SW 136th St.
   e) 8th Ave. SW/SW 160th St.
   f) Ambaum Blvd. SW/SW 130th St.
   g) Ambaum Blvd. SW/SW 134th St.
   h) Occidental Ave. S./S 128th St.

6. Install illumination at the following intersections:
   a) 4th Ave. SW/SW 148th St.
   b) 8th Ave. SW/SW 160th St.
   c) 8th Ave. S./S. 128th St.

7. ***4th Ave. SW/SW 130th St.:*** *Install permanent radar speed signs.*

Project Schedule:

Begin Design	10/12
Environmental Documents Approved	12/13
Right-of-Way Approved	NA
Estimated Contract Ad	3/14
Open to Traffic	9/15

Project Cost and Award Amount:

Phase	Total	Amount Requested	Amount Awarded
Preliminary Engineering	$60,000	$60,000	$60,000
Right-of-Way	$0	$0	$0
Construction	$240,000	$240,000	$240,000
Total	**$300,000**	**$300,000**	**$300,000**

Washington State Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

RECEIVED
FEB 15 2013
CITY OF BURIEN
PUBLIC WORKS

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

February 13, 2013

Ms. Maiya Andrews, PE
Public Works Director
City of Burien
400 SW 152nd Street, Suite 300
Burien, Washington 98166

Citywide Safety Improvements
HSIP-000S(305)
Project Scope Change

Dear Ms. Andrews:

We reviewed and have approved your request dated January 22, 2013 to modify the scope of the above referenced project. Please see the attached revised Project Summary. We look forward to seeing an updated Project Prospectus with detailed cost estimate. If you have any questions during this process, please contact Ed Conyers, Northwest Region Local Programs Engineer, at 206.440.4734. Thank you.

Sincerely,

Kathleen B. Davis
Director
Highways & Local Programs

KBD:ab:sas
Attachment: Project Summary
cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121

Project Summary (Revised)

Program: City Safety Program

Date: February 2013

Agency: City of Burien

Project Title: Citywide Safety Improvements

Project Number: HSIP-000S(305)

Project Description: Improve conditions for pedestrians in crosswalks, improve traffic signal timing and phasing, and install signs and pavement markings.

Detailed Project Description:

1. Install rectangular rapid flashing beacons (RRFB) at the following locations, which will be finalized during the design phase:
   a) 4th Ave. SW/SW 132nd St. or Ambaum Blvd. SW between SW 134th St. and SW 136th St.
   b) S. 156th St./4th Ave. S. or SW 126th St./Ambaum Blvd. SW

2. Install countdown pedestrian heads at the following intersections:
   a) 4th Ave. SW/SW 148th St.
   b) 4th Ave. SW/SW 128th St.
   c) 4th Ave. SW/SW 136th St.
   d) 4th Ave. SW/SW 156th St.
   e) 8th Ave. SW/SW 160th St.
   f) 8th Ave. S/S. 128th St.

3. Improve traffic signal timing and phasing at the following intersections:
   a) 4th Ave. SW/SW 128th St.
   b) Ambaum Blvd. SW/SW 146th St.

4. Install signs at the following intersections:
   a) 15th Ave. S/S. 128th St.
   b) 3rd Ave. S./S. 128th St.
   c) 4th Ave. SW/SW 128th St.
   d) 4th Ave. SW/SW 156th St.
   e) Ambaum Blvd. SW/SW 130th St.
   f) Ambaum Blvd. SW/SW 146th St.
   g) Occidental Ave S./S 128th St.

5. Install channelization at the following intersections:
    a) 15th Ave. S./S. 128th St.
    b) 16th Ave. S./S. 128th St.
    c) Ambaum Blvd. SW/SW 130th St.
    d) Occidental Ave. S./S 128th St.

6. **4th Ave. SW/SW 130th St.:** Install permanent radar speed signs.

Project Schedule:

Begin Design	10/12
Environmental Documents Approved	12/13
Right-of-Way Approved	NA
Estimated Contract Ad	3/14
Open to Traffic	9/15

Project Cost and Award Amount:

Phase	Total	Amount Requested	Amount Awarded
Preliminary Engineering	$60,000	$60,000	$60,000
Right-of-Way	$0	$0	$0
Construction	$240,000	$240,000	$240,000
Total	**$300,000**	**$300,000**	**$300,000**

Burien Contract # 3770

City of Burien, Washington
Contract Routing Sheet

Name of Contracting Party: WSDOT

Project Name/Description: **Highway Safety Improvement Program – Citywide HSIP-000S(305) Fund Authorization** – Prelim. Engineering

Contract Amount: $ 60,000
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

☐ Architectural/Engineering ☐ From Engineering Roster ☐ Advertised Bidding Done ☐ Professional Services (Non-Engineering) ☐ 3 Bids received ☐ Direct Negotiation	☐ Construction ☐ Informal Bidding Process Done-3 bids (less than $20,000/$35,000) ☐ From Small Works Roster ($20,000/35,000 to $100,000) ☐ Competitive/Advertised Bidding Done (Over $100,000) ☐ Other: ____	☐ Human Services/Arts &Culture/City Match X Other: ____ ☐ Contract Amendment to Contract No. ____

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? X Yes ☐ No

If budgeted, list Fund/Dept.: Transportation CIP

Page # in Budget: 4-31-preliminary 2013-2014 Budget line item amount: $60,000

BARS Account Number: 318.11.596.36

Is a budget amendment needed? ☐ Yes XNo Amount? $____

Date of Council Approval: ____

REVIEWED BY:

Contract Manager: [signature] Date: 2/26/13

Department Director: _____ Date: _____

Management Analyst: L Fleming Date: 2/26/13

Routing Instructions:

☐ Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____

☐ Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____

☐ Other (Please describe) No one needs a copy, just e-mail Contract # to Val & Ramesh.

Contract File Checklist:

- ☐ Purchase Order #_____
- ☐ Tax ID Form
- ☐ Current Business License #_____
- ☐ Insurance Certificate
- ☒ Contract Fully Signed

Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary 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

October 25, 2012

RECEIVED
OCT 30 2012
CITY OF BURIEN
PUBLIC WORKS

Ms. Maiya Andrews, PE
Public Works Director
City of Burien
400 SW 152nd Street, Suite 300
Burien, Washington 98166

City of Burien
Highway Safety Improvement
Program - Citywide
HSIP-000S(305)
FUND AUTHORIZATION

Dear Ms. Andrews:

We have received FHWA fund authorization, effective October 18, 2012, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	$60,000	$60,000

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-7795 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

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

Sincerely,

For: Stephanie Tax
Manager, Program Management
Highways & Local Programs

ST:jg:ac
Enclosure
cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121

Washington State Department of Transportation

Local Agency Agreement

Agency City of Burien

Address 400 SW 152nd Street, Suite # 300
Burien, WA 98166

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. HSIP-0005(305)

Agreement No. LA-7795

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) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) 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 Highway Safety Improvement Program-Citywide Length N/A

Termini N/A

Description of Work

Burien is proposing using the grant money to add safety enhancements to a number of signalized intersections throughout the city. Project improvements include signal timing & phasing improvments, countdown peds, signs, channelization, illumination, radar speed signs, and Rectangular Rapid Flashing Beacons (RRFB).

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	4,000.00		4,000.00
____ %	b. Other	55,000.00		55,000.00
	c. Other			
Federal Aid Participation Ratio for PE	d. State	1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	60,000.00		60,000.00
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)	60,000.00		60,000.00

Agency Official

By Mayor I Andrews

Title Public Works Director

Washington State Department of Transportation

By

Director of Highways and Local Programs

Date Executed OCT 18 2012

DOT Form 140-039 EF
Revised 09/2011

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, 2 CFR 225 and Office of Management and Budget circulars A-102 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 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, 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.

‹tification 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