

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: May 27, 2025

Subject: WSDOT Local Agency Agreement Supplement No. 1
SR 19 Rhody Drive Ped-Bike Improvements - North Segment
Project No. 1802076, WSDOT Project No. TAP-0019(007)

Statement of Issue: A WSDOT Local Agency Agreement Supplement and Prospectus for the SR 19 Rhody Drive Ped.-Bike Improvements - North Segment project, is necessary in order to authorize additional WSDOT Transportation Alternatives Program (TAP) grant funding for this project.

Analysis/Strategic Goals/Pro's & Con's: Public Works was awarded additional grant funding through the federal TAP program for the Construction phase of the SR 19 Rhody Drive Ped-Bike Improvements - North Project on July 17, 2024. This funding is administered through WSDOT Local Programs and now requires the Local Agency Agreement Supplement No. 1 to the original WSDOT Local Agency Agreement and an updated Prospectus, to authorize the grant funds for reimbursement of construction phase expenditures.

This project is part of a comprehensive plan to establish pedestrian and bicycle connectivity in the Chimacum/Hadlock area. Execution of this supplemental agreement will allow Jefferson County Public Works staff to proceed with advertising for bids for the construction of this project.

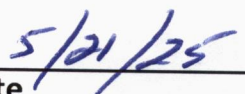
Fiscal Impact/Cost Benefit Analysis: The estimated total project funds for the construction phase is \$461,135.00 as shown on the attached supplemental agreement. This supplemental agreement will also add \$5,000 for State Services (WSDOT) for estimated total project funds of \$466,135.00.

Recommendation: The Board is requested to sign two originals of both the WSDOT Local Agency Agreement Supplement No. 1 and Prospectus and return them to Public Works. A fully executed copy of these documents will be returned to the Board after they have been executed by WSDOT.

Department Contact: John Wayand, P.E., Project Manager, 385-9377.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Washington State Department of Transportation

Contract No: PW 2025-045

Contract For: Local Agency Agreement Supplement No. 1/Project 1802076 Term: December 31, 2030

COUNTY DEPARTMENT: Public Works

Contact Person: Chris Spall, ext. 208, John Wayand, ext. 377

Contact Phone: Chris 360-385-9208, John 385-9377

Contact email: CSpall@co.jefferson.wa.us, jwayand@jefferson.wa.us

AMOUNT: \$461,135.00

PROCESS:

Revenue: TAP (100%)
Expenditure: 18059500.410000
Matching Funds Required: No
Sources(s) of Matching Funds N/A
Fund # 180
Munis Org/Obj 18033320.333131

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: (modify existing WSDOT agreement)

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

John Wayand
Signature

5-14-25
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

John Wayand
Signature

5-14-25
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 5/16/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 5/14/2025.
State agreement -- standard supplement/amendment agreement included. Original attached.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Agency Jefferson County		Supplement Number 1
Project Number TAP-0019(007)	Agreement Number LA-10126	ALN. 20.205 - Highway Planning and Construction

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 SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS - NORTH SEGMENT Length 0.29 miles
Termini FERN WAY (SR 19 M.P. 9.60) to H.J. CARROLL PARK ROAD (SR 19 M.P. 9.88)

Description of Work ☐ No Change

Design and construct a multi-use path for pedestrians and bicycles on SR 19 ROW and within H.J. Carroll Park.

Reason for Supplement

Authorize additional Federal (TAP) funds for CE/CN phase, clarify the project name, project termini, length, and description of work.

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date 12/31/2030

Advertisement Date 6/11/2025

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	127,060.00	0.00	127,060.00	17,153.00	109,907.00
	b. Other			0.00		
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate	127,060.00	0.00	127,060.00	17,153.00	109,907.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract		397,707.00	397,707.00	0.00	397,707.00
	l. Other Consultant		13,658.00	13,658.00		13,658.00
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency		49,770.00	49,770.00	0.00	49,770.00
	p. State Services		5,000.00	5,000.00	5,000.00	
	q. Total CN Cost Estimate	0.00	466,135.00	466,135.00	5,000.00	461,135.00
	r. Total Project Cost Estimate	127,060.00	466,135.00	593,195.00	22,153.00	571,042.00

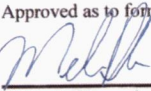
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Programs
Date Executed

Approved as to form only:
 for 05/14/2025
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Agency Jefferson County		Supplement Number 1
Project Number TAP-0019(007)	Agreement Number LA-10126	ALN 20.205 - Highway Planning and Construction

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

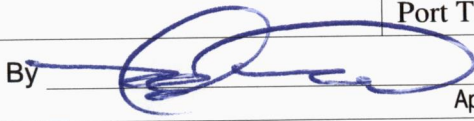
The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall 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).



Local Agency Federal Aid
Project Prospectus

	Prefix	Route	()	Date	5/12/2025
Federal Aid Project Number	TAP	0019	007	DUNS Number	179278197
Local Agency Project Number	18020760	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001322
Agency	Jefferson County Public Works	CA Agency	Federal Program Title		
		☒ Yes ☐ No	☒ 20.205 ☐ Other		
Project Title	SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS - NORTH SEGMENT		Start Latitude N 48.014167	Start Longitude W 122.776667	
			End Latitude N 48.020000	End Longitude W 122.777778	
Project Termini From-To	Fern Way H.J. Carroll Park Road		Nearest City Name	Project Zip Code (+4)	
			Chimacum	98325-0604	
Begin Mile Post	End Mile Post	Length of Project		Award Type	
9.60	9.88	0.29		☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
019	0.00	14.09	N/A	16	Jefferson
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number
Olympic Region	24		6		N/A
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.	\$127,060	\$17,153	\$109,907	11	2021
R/W	\$27,750	\$27,750	\$0	1	2024
Const.	\$466,135	\$5000	\$461,135	6	2025
Total	\$620,945	\$49,903	\$571042		
Description of Existing Facility (Existing Design and Present Condition)					
Roadway Width			Number of Lanes		
40 ft. (SR 19 12 ft. lanes, 8 ft. shoulders)			2		
The existing facility for the first part of the proposed path is the easterly shoulder of state highway SR 19; the existing facility for the second part of the proposed path is within an undeveloped area of H.J. Carroll Park.					
Description of Proposed Work					
Description of Proposed Work (Attach additional sheet(s) if necessary)					
Design and construct a multi-use path for pedestrians and bicycles on SR 19 ROW and within H.J. Carroll Park.					
Local Agency Contact Person		Title		Phone	
John Wayand		Project Manager		360-385-9377	
Mailing Address		City		State	Zip Code
623 Sheridan Street		Port Townsend		WA	98368
Project Prospectus	By 		Approving Authority		
	Title Public Works Director/County Engineer			Date 5/14/25	

Agency Jefferson County Public Works	Project Title SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS - NORTH SEGMENT	Date 5/12/2025
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
☒ New Construction ☒ Path / Trail ☐ 3-R	N/A	N/A
☐ Reconstruction ☒ Pedestrian / Facilities ☐ 2-R		
☐ Railroad ☐ Parking ☐ Other		
☐ Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban	☐ Principal Arterial
	☐ Rural	☐ Minor Arterial
	☐ NHS	☐ Collector
		☐ Major Collector
		☐ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed		Project is a multi-use ped-bike path
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Agency	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

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

Environmental Considerations
This multi-use pedestrian-bike path project will be constructed within the existing road shoulder and right of way along SR 19 (Rhody Drive) and within an undeveloped area of Jefferson County's H.J. Carroll Park.

Agency Jefferson County Public Works	Project Title SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS - NORTH SEGMENT	Date 5/12/2025
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Right of Way		
☐ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☒ Right of Way Needed (Temporary Construction Easements only) ☒ No Relocation	☐ Relocation Required

Utilities	Railroad
☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project none
--

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

Remarks Right of Way Needed: Temporary Construction Easements (10' wide) from the adjoining properties, have been obtained for the section of the project within the SR 19 RW. Right of Way has been funded with Local Funds
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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.

Date	Agency By _____ Mayor/Chairperson
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July 17, 2024

Mr. Monte Reinders
Jefferson County
623 Sheridan Street
Port Townsend, WA 98368

Dear Mr. Reinders,

Please accept this letter as confirmation that on April 21, 2024, the Peninsula RTPPO Executive Board selected Jefferson County's **SR 19 Rhody Drive Ped-Bike Improvements – North Segment** project to receive \$461,135 in Transportation Alternatives funding for the construction phase of this project. This award acknowledges Jefferson County's eligible use of toll credits to fully fund this project with Transportation Alternatives funding.

We understand Jefferson County will obligate funds for this project no later than August 1, 2026. You are welcome and encouraged to obligate your project earlier if you can. If you encounter delays that will preclude obligation by August 1, 2026, please notify PRTPO right away as this can jeopardize the region's available funding.

On behalf of the Peninsula Regional Transportation Planning Organization, thank you for working to improve mobility for the region's residents. Congratulations on this funding award.

Respectfully,

A handwritten signature in black ink, appearing to read "Lindsey Schromen-Wawrin", is written over a horizontal line.

Lindsey Schromen-Wawrin, PRTPO Chair
City of Port Angeles

cc: John Wayand
Eric Kuzma



Washington State
Department of Transportation

Agency Jefferson County

Address 623 Sheridan Street
Port Townsend, WA 98368

(ORIGINAL AGREEMENT)
Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

TAP-0019(007)
LA 10126

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 Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (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 SR 19 Rhody Drive Ped-Bike Improvements

Length 0.21

Termini HJ Carrol Park MP 10.1 to W. Valley Rd. MP 9.56

Description of Work

The proposed work consists of constructing a multi-use trail for bicycles and pedestrians in the right of way adjacent to state highway SR 19.

Project Agreement End Date December 31, 2026

Proposed Advertisement Date unknown - construction not funded yet

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	127,060.00	17,153.00	109,907.00
86.5 %	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	127,060.00	17,153.00	109,907.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	127,060.00	17,153.00	109,907.00

Agency Official

By

Title

Washington State

Department of Transportation

By Director, Local Program

Date Executed

Stephanie

Tax

Digitally signed by

Stephanie Tax

Date: 2021.08.04

15:10:37 -07'00'

DOT Form 140-039

Revised 12/2020

Page 1

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 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).

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 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 (see Section IX).

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.

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 is notified by the Federal Highway Administration that the project is inactive.
- (5) 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.

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).

Additional Provisions