Menu

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
County of Pacific		1
Federal Aid Project Number	Agreement Number	CFDA No. **20.205** (Catalog of Federal Domestic Assistance)
HSIP-000S(402)	LA-8631	

The Local Agency requests to supplement the agreement entered into and executed on April 30, 3015

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name 2014 County Safety Selections - Pacific County Guardrail Upgrades Length countywide

Termini countywide

Description of Work

☒ No Change

Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date 12/2016

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: 5/2016

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	a. Agency	10,000.00		10,000.00	1,000.00	9,000.00
90 %	b. Other					
	c. Other					
Federal Aid Participation Ratio for PE	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	**10,000.00**		**10,000.00**	**1,000.00**	**9,000.00**
Right of Way	f. Agency					
%	g. Other					
Federal Aid Participation Ratio for RW	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction	k. Contract		533,890.00	533,890.00		533,890.00
	l. Other eligible non-federal		38,895.00	38,895.00	38,895.00	
100 %	m. Other					
Federal Aid Participation Ratio for CN	n. Other					
	o. Agency		4,500.00	4,500.00		4,500.00
	p. State		500.00	500.00		500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		**577,785.00**	**577,785.00**	**38,895.00**	**538,890.00**
	r. Total Project Cost Estimate (e+j+q)	**10,000.00**	**577,785.00**	**587,785.00**	**39,895.00**	**547,890.00**

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 _____

Washington State Department of Transportation

By _____

Director, Local Programs

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.

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.

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 of 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.

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).