



1510182_00

WSDOT

File Location

Vendor Name

Document Type: Grant Amendment

Vendor Name: WSDOT

PO# Location: 1510182_002

Effect Date: 09/01/2018

Term Date: 05/01/2025

CR#: 74092

Related CR#: 53607 71437

Ordinance:

Resolution:

Leg Date: 07/17/2017

Vendor #: 73423

Description: AMD#2 GRANT AGREEMENT TO SUPPORT NE SPRING BLVD (NE 15TH ST) MULTIMODAL CORRIDOR (ZONES 1A CONSTRUCTION AUTHORIZATION & FUNDING)
PO 1510182-002 X-REF 53607 71437
ADMINISTRATIVE AGENCY: WSDOT

Notes:

Sep 17, 2018 FSU: AS JDE: AS SI: AS ECM: AS

1510182_00
WSDOT
05/01/2025
\$00416808



AGENCY

Local Agency Agreement Supplement

Agency City of Bellevue		Supplement Number 02
Federal Aid Project Number STPUL 2022(076)	Agreement Number LA 8613	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 23, 2015
 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 NE 15th (a.k.a. Spring Boulevard) Multi-Modal Corridor Length 0.550

Termini 116th Avenue NE to 124th Avenue NE

Description of Work No Change

See attachment A.

Reason for Supplement

Requesting Construction Phase authorization for Zone 1A, 116th Ave NE to 120th Ave NE

Are you claiming indirect cost rate? Yes No Project Agreement End Date 06/30/2023

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: October 2, 2018

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			0.00		
% a. Agency			0.00		
b. Other			0.00		
Federal Aid Participation			0.00		
Ratio for PE			0.00		
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way			0.00		
% f. Agency			0.00		
g. Other			0.00		
Federal Aid Participation			0.00		
Ratio for RW			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			0.00		
86.5 % k. Contract			0.00		
l. Other			0.00		
m. Other			0.00		
Federal Aid Participation		See Attachment B	0.00		
Ratio for CN			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)	0.00	0.00	0.00	0.00	0.00

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 *[Signature]*
 Title Assistant Director of Transportation

Washington State Department of Transportation
 By *[Signature]*
 Director, Local Program
 Date Executed

SEP 04 2018

Agency City of Bellevue		Supplement Number 02
Federal Aid Project Number STPUL 2022(076)	Agreement Number LA 8613	CFDA No. 20.205 (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).

Attachment B for Local Agency Agreement Supplement 02 **LAB613, SUPPLEMENT #2**
 NE Spring Boulevard Multimodal Corridor (Zones 1a, 1b, and 2 for PE & R/W Phase, Zone 1a only for CN Phase)

2022(076)

Type of Work	Add'l Description	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% STP	a. Agency (participatory)	\$ 560,694	\$ -	\$ 560,694	\$ 75,694	\$ 485,000
	b. Agency (non-participatory)	\$ 857,420	\$ -	\$ 857,420	\$ 857,420	\$ -
	c. Other (Consultant-non-participatory)	\$ 2,134,408	\$ -	\$ 2,134,408	\$ 2,134,408	\$ -
	d. Other (Consultant-participatory)	\$ 2,897,514	\$ -	\$ 2,897,514	\$ 391,164	\$ 2,506,350
100% T6 TIE/A	e. Other (Consultant-participatory)	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 750,000
	f. Other (Interagency)	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -
	g. State	\$ 10,000	\$ -	\$ 10,000	\$ 1,350	\$ 8,650
86.5% STP	h. Total PE/Design Phase (a through g)	\$ 7,225,036	\$ -	\$ 7,225,036	\$ 3,475,036	\$ 3,750,000
Federal Aid Participation						
Ratio for PE						
Right of Way	i. Agency (non-participatory)	\$ 1,220,335	\$ -	\$ 1,220,335	\$ 1,220,335	\$ -
	j. Agency (non-participatory-acquisition)	\$ 3,034,749	\$ -	\$ 3,034,749	\$ 3,034,749	\$ -
	k. Agency (non-participatory)	\$ 31,505	\$ -	\$ 31,505	\$ 31,505	\$ -
(TIE/A Match)	l. Agency (non-participatory-acquisition)	\$ 29,270,000	\$ -	\$ 29,270,000	\$ 29,270,000	\$ -
Federal Aid Participation	m. Other (Consultant-nonparticipatory)	\$ 341,901	\$ -	\$ 341,901	\$ 341,901	\$ -
	n. Other (Contract/Delta Demo only-nonparticipatory)	\$ 292,268	\$ -	\$ 292,268	\$ 292,268	\$ -
Ratio for RW	o. State	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -
	p. Total R/W Cost Estimate (i through o)	\$ 34,195,758	\$ -	\$ 34,195,758	\$ 34,195,758	\$ -
Construction	q. Contract	\$ -	\$ 5,019,297	\$ 5,019,297	\$ 677,605	\$ 4,341,692
86.5% STP	r. Other (Consultant participatory)	\$ -	\$ 800,000	\$ 800,000	\$ 108,000	\$ 692,000
	s. Other (Consultant non-participatory)	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ -
	t. Other (Agency non-participatory)	\$ -	\$ 841,855	\$ 841,855	\$ 841,855	\$ -
Federal Aid Participation	u. Agency (participatory)	\$ -	\$ 539,084	\$ 539,084	\$ 72,776	\$ 466,308
	v. State (non-participatory)	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Ratio for CN	w. Total CN Cost Estimate (q through v)	\$ -	\$ 7,630,235	\$ 7,630,236	\$ 2,130,236	\$ 5,500,000
x. TOTAL Project Cost Estimate		\$ 41,420,794	\$ 7,630,235	\$ 49,051,030	\$ 39,801,030	\$ 9,250,000

Attachment A – Project Description

LA 8613 SUPP. #2
2022(076)

NE 15th Street (a.k.a. Spring Boulevard) Multi-Modal Corridor (**Zone 1 is in bold**)

(NE Spring Boulevard Multi-Modal Corridor)

The project will construct a **new multimodal street connection** between 116th Avenue NE and 124th Avenue NE. **All zones will include two travel lanes in each direction, turn pockets where appropriate, new traffic signals, landscaping and irrigation, illumination, storm drainage, water quality treatment, and any required on or off-site mitigation. Zone 1A and 1B will include a separate wide multi-use path on the north side and sidewalk on the south side.** Zone 2A and 2B will include bicycle facilities and sidewalks on both sides, and parking on the north side.



**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

September 10, 2018

Mr. Dave Berg
Transportation Director
City of Bellevue
PO Box 90012
Bellevue, Washington 98009-9012

**City of Bellevue
NE 15th St (aka Spring Blvd.)
Multi-Modal Corridor
STPUL-TIFIA-2022(076)
FUND AUTHORIZATION**

Dear Mr. Berg:

We have received FHWA fund authorization for Stage 1 Construction (Zone 1A), effective September 6, 2018.

Enclosed for your information and file is a fully executed copy of Supplement Number 2 to Local Agency Agreement LA-8613 between WSDOT and your agency. This supplement modifies the funding for this project to the amounts shown below:

PHASE	TOTAL	FEDERAL SHARE
Construction-Stage1 (Zone 1A)	\$7,630,236	\$5,500,000

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 agreement 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.*

The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.
- Show continuous project progress through monthly billings, until the project is complete. Failure to show continuous progress may result in the 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 future stages of construction, any expended federal funds for future stages must be repaid.

Mr. Dave Berg
Transportation Director
City of Bellevue
NE 15th St. (aka Spring Blvd.) Multi-Modal Corridor
September 7, 2018

WSDOT authorization to proceed with future construction stages 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,

A handwritten signature in black ink, appearing to read 'Stephanie Tax', written over a horizontal line.

For: Stephanie Tax
Manager, Program Management
Local Programs

ST:tm:ml
Enclosure

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

CONTRACT FACE SHEET

Document Type:

- Contract
- MOU
- Interlocal Agreement
- Notice of Acceptance
- Retainage
- Franchise Agreement
- Right of Way Use Agreement
- Lien
- Correspondence
- Collective Bargaining Agreement
- Grant

Status:

- New
- Amendment
- Change Order
- Renewal
- Cancellation

***Funding Source:** Federal - Direct

***Administrative Agency:** WSDOT

***Funding Agency:** FHWA

***Project Name:** NE Spring Blvd MultiModal Corridor

***Department:** Transportation

JDE Project Number: 1510182.002

JDE Vendor Number: 73423

Original Effective Date: 05/01/2015

Agreement Termination Date: 05/01/2025

Budget Fund: Transportation Capital-Roadways

CIP Plan Number: PW-R-172

Ordinance Number: 6344

Resolution Number:

Grant Number:

Clerk's Receiving #: 74092

Related Clerk's Receiving #: 53607, 71437

*Denotes mandatory fields.

Face Sheet Date: _____
Scan Date: _____
Index Date: _____

Document Management Information:**CIP Plan #:** PW-R-172**Budget Fund:** Transportation Capital...**Funding Source:** Federal - Direct**JDE Project Number:****Explanation:**

Budget Information:

Year	Description	JDE Account Number	Amount
2018	Construction, Zone 1a	440682002.333200.0200	\$5,500,000.00

Additional Comments:

This agreement will be a 2nd supplement to WSDOT's Local Agency Agreement. It will authorization start of the Construction Phase for Spring Zone 1a and "obligate" federal STP grant funds for construction.

CR #: 74092 Date: 9/17/18 Loc: _____ PO #: 1510182.002



City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:

NE Spring Blvd (NE 15th St) MultiModal Corridor
(Zones 1a Construction auth. & funding)

Agreement Description:

Local Agency Agreement and Prospectus required to obligate federalize CN phase for Spring Zone 1a and obligate Federal STP funds; part of the Bel-Red Transformation program

Agreement Form:

Vendor Agreement Document

Agreement Type: Grant

Document Type: Supplemental Agreement

Agreement Manager: Mia Waters

Agreement Amount: \$5,500,000.00

Total Aggregate Value: \$9,250,000.00

Project Information:

Project Name: NE Spring Blvd MultiModal Corridor

Department: Transportation

Requirement and list source explanation:

Federal Surface Transportation (STP) grant funds, local match of 13.5% is budgeted in PW-R-172.

Project Manager: Steve Costa

Are matching funds required on this project? Yes

Granting Organization Information:

Funding Agency: FHWA

Administrative Agency: WSDOT

Administrative Agency JDE Vendor #: 73423

Funding Program Name: Surface Transportation Program (STP)

Agreement Terms:

Original Effective Date: 05/01/2015 (estimated date)

End Date: 05/01/2025 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? Yes

Amendment #: 02

Amendment Effective Date: 09/01/2018

Original PO #: 1510182....

Original Agreement Amount: \$3,000,000...

Total Value of Previous Amendments: \$750,000...

Council Approval:

Council Award Date: 2/21/2017

Ordinance #: 6344

Resolution #:

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A. Carlson</u>	<u>8/21/18</u>	<u>8/21/18</u>
Accounting:	<u>[Signature]</u>	<u>8/21/18</u>	<u>8/21/18</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>8/22/18</u>	<u>8/22/18</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>8-22-18</u>	<u>8-22-18</u>
Department Director:	<u>[Signature]</u>	<u>8/22/18</u>	<u>8/22/18</u>