

PSRC's 2026 Transportation Alternatives Program Grant Application

The following grant application is intended for sponsors competing in PSRC's 2026 Transportation Alternatives Program. Interested project sponsors must complete a grant application by **11:59 pm on April 3, 2026**.

For information related to the Transportation Alternatives Program, contact:

Doug Cox, AICP

Puget Sound Regional Council
1201 3rd Avenue, Suite 500
Seattle, WA 98104
(206) 971-3050 or DCox@psrc.org

Form Type: Grant Application

Application Type: Pedestrian and Bicycle Project

General Project Information

Project Title	RTP ID#	Lead Agency
175th Street Corridor Improvements Project – Phase 1	1028	City of Shoreline
Partner Agencies	Certification Acceptance	CA Sponsor
	Yes	N/A

Contact Information

Primary Contact Name	Alternate Contact Name
Kendra Dedinsky	Leif Johansen
Primary Contact Phone	Alternate Contact Phone
206-801-2431	206-801-2489
Primary Contact Email	Alternate Contact Email

kdedinsky@shorelinewa.gov

ljohansen@shorelinewa.gov

Project Description & Location

Project Scope: Please describe clearly and concisely (300 words or less) the individual scope components of the project. What will be the specific outcome of this project? What will be built, purchased or provided with this grant request? For example, if this is part of a larger project, please be specific as to what portion on which the grant funds will be used.
yes

Phase 1 of the 175th Corridor Improvement Project is the first phase of a significant corridor improvement to provide better safety, access, and pedestrian/bicycle facilities. Geotechnical investigation and engineering analysis indicated unstable peat soils and alluvium in the vicinity of Ronald Bog. These conditions put the roadways at risk of seismic induced slope failures and liquefaction which would make the corridor impassable following a significant seismic event. Existing substandard pedestrian facilities within the project area will be impacted by seismic mitigation work and will need to be reconstructed to meet ADA standards. The project will provide new bike facility connections on each leg and direction of the intersection with the exception of the southwest corner which contains a shared use path.

Adjacent to the project boundary are several community hubs: Meridian Park Elementary; the Edwin Pratt Early Learning Center; Aurora Community church, which houses an early learning center; and Ronald Bog Park. Two King County Metro routes are also within the vicinity: Route 303 runs between First Hill in Seattle and Aurora Village Transit Center via Northgate Station; and Route 330 connects riders to light rail, running between Mountlake Terrace Station, Shoreline Community college, and Shoreline South/148th Station. Pedestrian/bicycle improvements to be funded by TAP include rebuilding all corners of the intersection providing sidewalks and gutters, pedestrian handrails, a gravity block wall, tree replacement, bollards, and signage. New dedicated bicycle facilities separate users from vehicle and freight traffic within the project area reducing the risk of conflict and achieving goals for level of traffic stress standards.

Phase 1 of the 175th Corridor Project is a necessary first step to mitigate seismic vulnerability, improve pedestrian/bicycle facilities, and rebuild aging and constrained signal infrastructure. Future phases will also feature significant pedestrian/bicycle elements to improve safety along the corridor.

Project Location

County/Counties	Location
King	N 175th Street

Beginning Crossroad/Landmark	Ending Crossroad/Landmark
Corliss Ave N	400 feet west of Meridian Ave N

Please Identify the center the project is supporting.

The City of Shoreline is a growing community within fast growing King County. The City projects an 11% increase in traffic along N 175th Street, a principal arterial which is one of the City's busiest east/west corridors and one of the few with direct access to I-5. N 175th Street is a key freight corridor (T-2 truck route) and a vital transportation route for emergency response and regional access to Interstate-5 to the east and Aurora Ave N (SR-99) to the west.

The 175th Street project serves as a corridor connecting to the Shoreline Town Center, one of four of the City's King County Candidate Countywide Centers which runs north/south along the broader SR-99 corridor (Aurora Avenue). Town Center is host to City Hall, Police Department, and Fire Department Headquarters (Emergency Management Center) all of which border 175th Street. The 175th Street corridor is one of the few interchanges with I-5 that serves the City and supports center commerce (alongside key travel for the community). Census data has indicated that the majority of working residents travel to jobs outside of Shoreline, mainly to Seattle and its regional growth centers, making reliable access to the interstate along this corridor vital. The 175th Corridor serves a new transit line with frequent service connecting to the region's light rail network which is critical in providing alternative transportation/commuting choices; improved pedestrian/bicycle facilities on this corridor make these options more accessible.

Federal Functional Classification

Please select the appropriate functional classification.

Principal Arterial

Bicycle & Pedestrian Facilities

Which pedestrian and/or bicycle features already exist in the project area? Please select one or more types:

Sidewalks, Other pedestrian and bicycle amenities (street, intersection and crossing design elements)

Which pedestrian and/or bicycle features are included in the project scope? Please select one or more types:

Sidewalks, Bike lanes (striped or buffered), Other pedestrian and bicycle amenities (street,

intersection and crossing design elements)

If you indicated above that the project does not include existing or planned pedestrian and/or bicycle features, please indicate reasons per the guidance above:

If you selected “Other”, please expand on why the project is exempt from providing pedestrian or bicycle features.

Local Plan Consistency

Is the project specifically identified in a local comprehensive plan?

Yes

If yes, please indicate (1) the plan name, (2) relevant section(s), and (3) page number(s) for the relevant sections.

Puget Sound Regional Council Regional Transportation Plan, Appendix D2: Regional Capacity Project List, Project ID 1028, Page 129
<https://www.psrc.org/media/5938>

City of Shoreline 2026-2031 Transportation Improvement Plan (TIP), Resolution 543, Project #11 N/NE 175th Street Corridor Improvements (Stone Ave to I-5), Pdf page 25
<https://www.shorelinewa.gov/home/showpublisheddocument/64332/638827437801900000>

City of Shoreline Comprehensive Plan – Transportation Element Table 13 Project List, Page 73
<https://www.shorelinewa.gov/home/showpublisheddocument/63750/639016677209630000>

If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports. Please include the actual text of all relevant policies or information on where it can be found, e.g. the policy document name and page number.

N/A

Support for Centers

Describe how the project will support the existing and planned housing/employment densities in the center.

The project supports existing and planned housing and employment as the N 175th Street corridor connects to the City’s core, Town Center, Aurora Ave N and significant bus service providing access to the broader region. A significant portion of the community is reliant on travel through this corridor to access key destinations. Frequent King County Metro bus service within the project vicinity offer regional access for active transportation users with routes connecting to the Aurora

Village Transit Center, 148th/Shoreline South light rail station and the Mountlake Terrace Station. A majority of Shoreline residents travel outside the city for work, emphasizing the importance of this corridor for motorized and non-motorized users. As the City grows, it is critical to provide non-motorized options to support climate and transportation goals. The project provides safe, accessible, and comfortable non-motorized options, allowing more people to walk and roll and allowing for less reliance on cars.

Describe how the project will support the development/redevelopment plans and activities (objectives and aims) of the center.

This Phase 1 project is part of an overall corridor project that will connect travelers to the core of Shoreline including Town Center, City Hall, commercial retail, schools, parks, and frequent bus service that provides access to many other key local and regional destinations. Removing accessibility barriers and improving safety and comfort for non-motorized users at N 175th Street and Meridian Ave N will allow for more non-motorized travel generally throughout the City. With Interstate-5 bisecting the City of Shoreline, N 175th Street is one of the only corridors providing access across I-5.

Category-Specific Criteria: Pedestrian and Bicycle Projects

Describe how the project extends or completes a regional or local pedestrian and bicycle system, and/or adds facilities to an existing pedestrian and bicycle system or network.

Phase 1 of the N 175th Street Corridor Project is part of a larger project to provide complete, safe, and comfortable pedestrian and bike facilities along N 175th Street between Midvale Ave N and the I-5 Interchange. The project provides for connection between the I-5 Interchange and underpass to the east and the Interurban Trail, Town Center, City Hall commercial retail, and Aurora Ave N to the west. The intersection of Meridian Ave N and N 175th Street – the extent of Phase 1 limits – is one of the City’s busiest intersections. It abuts Ronald Bog Park, Meridian Park Elementary & Edwin Pratt Early Learning Center, frequent bus service, the Aurora Community Church Park & Ride, and Little Trees Early Learning Center. Sidewalks on all but the southwest corner are inaccessible. Bike facilities are also absent on all corners with the exception of the southwest corner. Phase 1 of the project constructs comfortable, accessible, and safe pedestrian and bike facilities on all legs of the intersection. These improvements will eventually tie into future phases of the project which will provide pedestrian and bike facility improvements to the east and west of the project area.

Describe how the project addresses a need in the community and reduces key barriers to use and functionality, i.e. travel distance, a steep slope, a comfort issue, or other identified barrier.

The intersection is within a PSRC High Injury Network corridor; the intersection consistency ranks among the City’s top ten locations for total and injury crashes. It is one of the City’s busiest intersections for both vehicular and pedestrian traffic. It is directly adjacent to an elementary school, an early learning center and a City park. Inaccessible sidewalks on all but the southwest corner connecting nearby bus stops to the intersection represent a barrier to mobility impaired

users. Some of the inaccessible sidewalks are narrow and directly adjacent to traffic, resulting in a pedestrian level of comfort score that does not meet City standards, possibly deterring some families from walking to and from school or bus stops. Three out of the 4 bus stops located in the project limits are inaccessible. The project will reconstruct sidewalks within the project area to meet ADA standards and improve accessibility for pedestrians, bicyclists, and active transportation users. Bike facilities are absent on all but the southwest corner representing a likely barrier to kids being able to ride bikes to and from Meridian Park Elementary School. The project provides safe, accessible, and comfortable pedestrian facilities.

Describe the connections to transit stops and stations provided by the project, including bus, rail, ferries, etc.

There are 4 bus stops within the project limits, consisting of three King County Metro bus routes, which will be improved and are served by frequent transit routes that connect to the Aurora Village Transit Center, Sound Transit Light Rail Stations (providing important first and last mile connections to the nearby Shoreline stations), Bus Rapid Transit service along Aurora Ave N, and many other key destinations.

Three King County Metro routes operate within the project vicinity: Route 303 runs between First Hill in Seattle and Aurora Village Transit Center via Northgate Station; Route 333 connects riders to light rail, running between Mountlake Terrace Station, Shoreline Community college, and Shoreline South/148th Station; and Route 346 which runs from the Aurora Village Transit Center to Shoreline South/148th Station, connecting riders to light rail and regional transit.

Describe the anticipated level of public usage within the community and how the project will benefit a variety of user groups, including commuters, residents, and/or commercial users.

A wide variety of users travel through this intersection including families with children attending Meridian Park Elementary and Edwin Pratt Early Learning Center, Aurora Community Church congregation members, King County Metro bus riders, community members accessing Ronald Bog Park for passive recreation, commuters, and freight serving commercial retail critical to the Shoreline community and economy. The project provides accessible and separate routes for non-motorized users, making travel safer and more comfortable for drivers, pedestrians, and bicyclists.

Discuss whether there will be a loss of opportunity if this project is not funded, e.g., development or other economic pressure.

If not funded and the project is not completed, the City could face significant economic pressure should the roadway fail following a large seismic event. The roadway is currently showing signs of failure through differential settlement in areas due to the poor soils and high groundwater.

Following a large seismic event, there would not only be a roadway failure, but the existing utilities in the roadway (stormwater, water, and sewer) would also fail. The roadway and utilities failures would cut off critical east-west access within the City of Shoreline, impacting emergency response, freight in and out of the City, and cut off critical access to utilities for many citizens in the area. The project mitigates the seismic risk.

Shoreline is growing rapidly, with significant areas of the City rezoned around the two new light rail

stations. Middle housing redevelopment also adds to the potential for population growth. There are few east-west crossings of I-5 in the City of Shoreline – the 175th Corridor is one. Many community members on the west side of I-5 must use this corridor to access key destinations like the light rail stations on the east side of I-5. Providing new bike infrastructure and improving pedestrian infrastructure aligned with safety best practices and accessibility standards allows more people to choose to travel in more ways, decreasing reliance on single occupancy vehicles.

Category-Specific Criteria: Community Support

Section 1: Addressing Population Groups, Benefits and Disparities

Please identify the different population groups within the project area, and describe any disparities or gaps in the transportation system being experienced. Describe how the project is addressing these disparities or gaps and providing an improvement.

Populations served by the project were identified using 2020 US Census block group level demographic data, from Census Block Group 530330206003. Demographic analysis shows the study area includes a Census block group with a high percentage of disadvantaged populations – with 43.4% of residents classified as People of Color. Within the block group, 19.3% are children under the age of 18, 63.4% are between the ages of 18-64, and 17.3% of residents over the age of 65.

The N 175th St Corridor Project will be the second large corridor project the City will have undertaken in the past 10 years. Community input from both community engagement sessions has indicated the majority of bicyclists and drivers are not comfortable sharing space on heavily traveled roadways.

Phase 1 will address the reconstruction of existing sidewalks, addressing ADA compliance and focus on accessibility for pedestrians and bicyclists at and within the vicinity of the intersection of N 175th and Meridian Ave N. Future phases of the 175th Corridor Improvement Project will more directly address the gaps in transportation for pedestrians and bicyclists along the rest of the corridor.

Section 2: Addressing Outreach

Please describe the public outreach process that led to the development of the project. This could be at a broader planning level (comprehensive plan, corridor plan, etc.) or for the specific project. Include specific outreach or communication with the population groups identified in the previous section.

The City prioritizes inclusive outreach and culturally appropriate engagement methods to reach a diverse community for plans and projects.

For major initiatives and capital projects such as the 175th Corridor Improvement Project, our Public Engagement Plans include evaluation of potential disproportionately negative impacts on underrepresented and systematically marginalized communities. These include communities of

color, Native and indigenous peoples, people in low-income households, people who speak a language other than English in the home, people with disabilities, and those who historically have not been well-represented in City decision-making processes.

Public outreach for the 175th Corridor Improvement Project has been robust, including surveys, online open houses, in person open houses, Council meeting discussion, school PTA meetings, and individual community member conversations. Outreach materials were translated into Spanish, Chinese, and Tagalog and shared with community-based organizations and cultural centers throughout the Shoreline community. Feedback was received from over 1,500 participants, establishing the community's top three priorities.

The project is also represented in all master planning efforts such as the Transportation Element of the Comprehensive Plan, the Transportation Improvement Plan, and the Capital Improvement Plan, all of which have a public hearing component.

Describe how this outreach influenced the development of the project, e.g., the location, scope, design, timing, etc.

Feedback was received from over 1,500 participants, establishing the community's top three priorities: (1) pedestrian walkability, (2) flow of traffic, and (3) transportation safety. The 175th Street Corridor Improvements Project team conducted three phases of community outreach, Phase 1 in 2019, Phase 2 in 2020, and Phase 3 in 2021.

During Phase 1 outreach, the project team presented information about existing conditions along the corridor and shared the City of Shoreline's goals, objectives, and potential design priorities that will be used to develop design criteria to evaluate future design concepts. Key themes during Phase 1 outreach included improving the sidewalk network, prioritizing travel safety, especially for students, and to consider off-corridor bike improvements.

During Phase 2 outreach, the project team presented information about the draft design concepts developed for roadway, bike, and pedestrian improvements. The community provided feedback on how the initial design concepts met these priorities. Community feedback, combined with technical analysis, was used to develop the preferred design concept.

During Phase 3 outreach, the project team highlighted and informed the community of the 30% design and gathered feedback on public art, urban design and landscape features along the 175th Street corridor. The project team used feedback from this outreach effort to help inform and develop 60% design.

The discovery of unstable peat soils beneath the N 175th and Meridian Ave N intersection, and its potential failure following a seismic event resulted in the development of a seismic mitigation strategy. To complete the 175th Corridor Improvement Project without addressing the seismic mitigation needed to stabilize the intersection would risk failure of the roadway and impact the entire Shoreline community.

Category-Specific Criteria: Safety and Security

Describe how the project addresses safety and security.

The project improves safety and security in the following ways:

- Reduces corner radii for slower turning speeds.
- Improves sight lines for drivers, pedestrians, and bicyclists.
- Increases separation between non-motorized and motorized users.
- Improves accessibility.
- Improves lighting (along street and sidewalks/bus stops).
- Adds bike facilities and crossings via protected intersection treatment.
- Improves intersection alignment for motorized traffic.
- Modifies signal phasing, timing and constructs new signalized infrastructure for compatibility with new technologies.

Describe how the project helps protect vulnerable users of the transportation system, by improving pedestrian safety and addressing existing risks or conditions for pedestrian injuries and fatalities and/or adding or improving facilities for pedestrian and bicycle safety and comfort.

The project improves pedestrian safety by addressing existing accessibility issues within the project area. Planned project elements will improve conditions and offer vulnerable users, including those with mobility impairments, better access to the nearby school and early learning centers, Ronald Bog Park, and Aurora Community Church, as well as allowing for bus stop connection to broader destinations. New, comfortable, and safe bicycle infrastructure significantly improving bike access to and through this area will encourage use of the corridor for active transportation users while increased separation from motorized traffic and improved lighting will improve comfort for non-motorized users. Tightened curb radii will reduce vehicle turning speeds and along with improved sight lines, will result in safer crossings for both pedestrians and bicyclists.

Does your agency have an adopted safety policy (e.g., Vision Zero, Target Zero, etc.)? How did these policies inform the development of the project?

The City's Comprehensive Plan sets the following goal:

T23. In conjunction with the Washington State Target Zero Plan, prioritize transportation planning, design, improvement, and operational efforts with the goal of achieving zero serious or fatal injury collisions.

The City's Strategic Priority 5 also sets a strategic goal of improving safety for pedestrians, bicyclists, and drivers. This is tracked through the following performance measure: Total number of reported serious and fatal collisions on city streets (total collisions, car, bike, pedestrian).

These priorities informed design by prioritizing safety first. While motorized traffic efficiency or capacity could have been prioritized, the project adds only modest capacity improvement (primarily achieved through different signal phasing) and focused instead on safety and comfort for

non-motorized users.

Describe how the project reduces reliance on enforcement and/or designs for decreased speeds.

The project reduces reliance on enforcement and designs for decreased speeds in the following ways:

- 1.The project reduces corner radii, resulting in slower turning speeds.
- 2.The project provides for protected intersection style treatment for pedestrians and bicyclists, allowing for safe and separate signalized crossing for non-motorized travelers.
- 3.The project will result in some vehicle lane narrowing, compared to baseline conditions.

Project Readiness

Preliminary Engineering/Design

Are you requesting funds for ONLY preliminary engineering?

No

Is preliminary engineering/design complete?

No

If not complete, which best describes the CURRENT status of the project's engineering/design?

Greater than 60% complete

Please provide the date the preliminary engineering/design phase was complete, or the anticipated date of completion.

February, 2021

Environmental Documentation

What is the current or anticipated level of environmental documentation required under the National Environmental Policy Act (NEPA) for this project?

Documented Categorical Exclusion (DCE)

Has NEPA documentation been approved?

No

Please provide the date of NEPA approval, or the anticipated date of completion (month and year).

June, 2027

Has there been a NEPA kick-off meeting with WSDOT Local Programs for this project?

Yes

If yes, is a formal Endangered Species Act (ESA) consultation expected?

No

Right of Way

Will Right of Way be required for this project?

Yes

What is the actual or estimated start date for right of way (month and year)?

May, 2024

What is the estimated (or achieved) completion date for the right of way plan and funding estimate (month and year)?

November, 2026

Has right of way certification been completed?

No

If not, what is the estimated ROW certification date (month and year)?

June, 2027

Please describe the right of way needs of the project, including property acquisitions, temporary construction easements, and/or permits.

Right of way needs consist of permanent easements, aerial easements, and temporary construction easements for 13 parcels.

Construction

Are funds being requested for construction?

Yes

Do you have an engineer's estimate?

Yes

Please attach the engineer's estimate.

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Identify the environmental permits needed for the project and when they are scheduled to be acquired.

SEPA and local permitting are in process. The project must undergo NEPA evaluation. A NEPA kick-off meeting occurred March 25, 2021. The City is currently waiting on a BA review from the National Marine Fisheries Service.

Are Plans, Specifications & Estimates (PS&E) approved?

No

Please provide the date of approval, or the date when PS&E is scheduled to be submitted for approval (month and year)?

June, 2027

When is the project scheduled to go to ad (month and year)?

July, 2027

Other Considerations

If the project milestone dates specified above are less than [PSRC's Project Phase Milestone Minimum Timelines](#), please explain the project characteristics that justify the planned schedule.

Project milestones align with the minimum timelines set.

PSRC Funding Request

Phase	Year	Amount
Construction	2027	\$1273340

Total PSRC Funding Request: \$1273340

Has this project received PSRC funds previously?

Please provide the project's PSRC TIP ID.

No

N/A

Total Estimated Project Cost and Schedule

Preliminary Engineering/Design Phase

Fund Source	Funding Status	Amount
--------------------	-----------------------	---------------

Other Federal	Secured	\$3546500
Local	Secured	\$4024814
		\$
		\$
		\$

Total Preliminary Engineering/Design Phase Cost: \$7571314

Expected year of completion for this phase:

February, 2027

Right of Way Phase

Fund Source	Funding Status	Amount
Local		\$3900000
		\$
		\$
		\$
		\$

Total Right of Way Phase Cost: \$3900000

Expected year of completion for this phase:

November, 2026

Construction Phase

Fund Source	Funding Status	Amount

Other Federal	Secured	\$8824500
Other State	Secured	\$1470750
Local	Secured	\$10094410
TAP(PSRC)	Unsecured	\$1273340
		\$

Total Construction Phase Cost: \$21663000

Expected year of completion for this phase:

February, 2029

Other Phase

Fund Source	Funding Status	Amount
		\$
		\$
		\$
		\$
		\$

Total Other Phase Cost: \$0

Expected year of completion for this phase:

,

Project Summary

Total Estimated Project Cost:	Estimated Project Completion Date (month and year):
\$33134314	February, 2029

Financial Documentation

Please enter a description of your financial documentation in the text box below.

FEMA BRIC

Awarded \$8,824,500, with a required match of \$2,941,500 (\$1,470,750 from State funds, \$1,470,750 from local funds)

Please note that the City was awarded a FEMA BRIC grant in 2022. The Washington State Military Department Emergency Management Division (EMD) which administers FEMA grants in the state received notice from FEMA that BRIC 2021 has received a period of performance extension (POP).

EMD has not received the official letter from FEMA yet but anticipate it will be an 18-month extension which would be through December 2027.

Surface Transportation Block Grant

Awarded \$3,546,500, with a required match of \$553,500, all local funds.

Local Funds

Included in Local Funds are:

Local Funds from Transportation Impact Fees

\$3,605,648

Local match of FEMA BRIC, \$1,470,750

Local match of Surface Transportation Block Grant, \$553,500

Local Match from Real Estate Excise Tax

Roads Capital Fund (Arts) - \$186,724

Local Match from Franchise Utility Contributions

\$4,831,289 (current estimate but can be supplemented with Transportation Impact Fees if needed)

Documentation of Local Funds were pulled from the City of Shoreline 2025-2026 Adopted Biennial Budget and 2025-2030 Capital Improvement Plan (CIP), pages 342, 343, and 279.

The attached engineer's estimate is for construction of Phase 1 and does not include Design and ROW costs. The project budget is for Phase 1 of the 175th Street Corridor Improvements Project and is not reflective of the full cost to complete the entire corridor project.

Please upload supporting documentation demonstrating all necessary matching funds for the phase(s) for which PSRC funds are being requested are secure or reasonably expected.

f-151-346-21612827_MByKLFow_175th_Corridor_Design_Award_Letter_and_Extension.pdf

f-151-712-21612827_i8PiGfvg_D25-006_City_of_Shoreline_MR-HMA_EMS-2021-BR-044-0003_Final_Executed.pdf

f-151-713-21612827_53xfPjLw_Local_Funds_175th_Corridor_Improvement_Project.pdf

Other Considerations

Describe any additional aspects of your project not requested in the evaluation criteria that could be relevant to the final project recommendation and decision-making process.

N 175th Street and Meridian Avenue N are two of the heaviest traveled roadways in the city according to data from the City of Shoreline's 2022 Traffic Volume Flow Map. Weekly Travel Data estimates that within the project area, 21,402 vehicles travel along N 175th and 11,350 vehicles travel Meridian Ave N.

Completing Phase 1 of the 175th Corridor Improvement Project is a critical first step to stabilizing the roadway and rebuilding pedestrian and bicycle facilities for all motorized and non-motorized roadway users. The attached relevant document depicts current conditions of the project area, with the final slide demonstrating the need for future phases of the 175th Corridor Project to move forward.

Thank you for consideration of our request.

Please upload any relevant documents here, if they have not been uploaded previously in this application.

f-151-480-

21612827_fpwI8uGP_Current_Conditions_of_N_175th_Street_Corridor_Improvements_Project.pdf

End of the Application

NOTE: Sponsors may update and resubmit information included in the application until submission deadline. If you need assistance editing an application that has already been submitted, please contact Mitch Koch at mkoch@psrc.org to have it returned to you.



Aerial of Phase 1 Project Area

(Courtesy of Google Maps, Maxar Technologies, USGS, USDA/FPAC/GEO)

175TH STREET CORRIDOR IMPROVEMENTS PROJECT





Looking west approaching 175th/Meridian intersection

175TH STREET CORRIDOR IMPROVEMENTS PROJECT





Meridian Ave south of intersection adjacent to Ronald Bog

175TH STREET CORRIDOR IMPROVEMENTS PROJECT





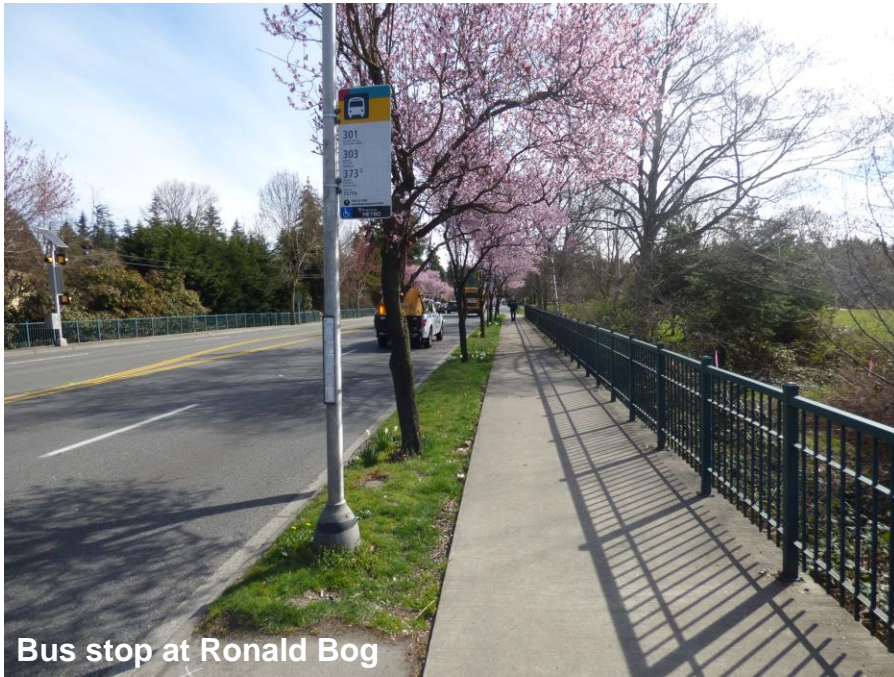
EXISTING CONDITIONS



Sidewalks not accessible for all users, such as those using strollers and wheelchairs



EXISTING CONDITIONS



Bus stop at Ronald Bog



Bus stop at Densmore/175th

Limited pedestrian amenities at transit stops



EXISTING CONDITIONS



175th/Wallingford intersection

Children and families frequently use 175th Street.

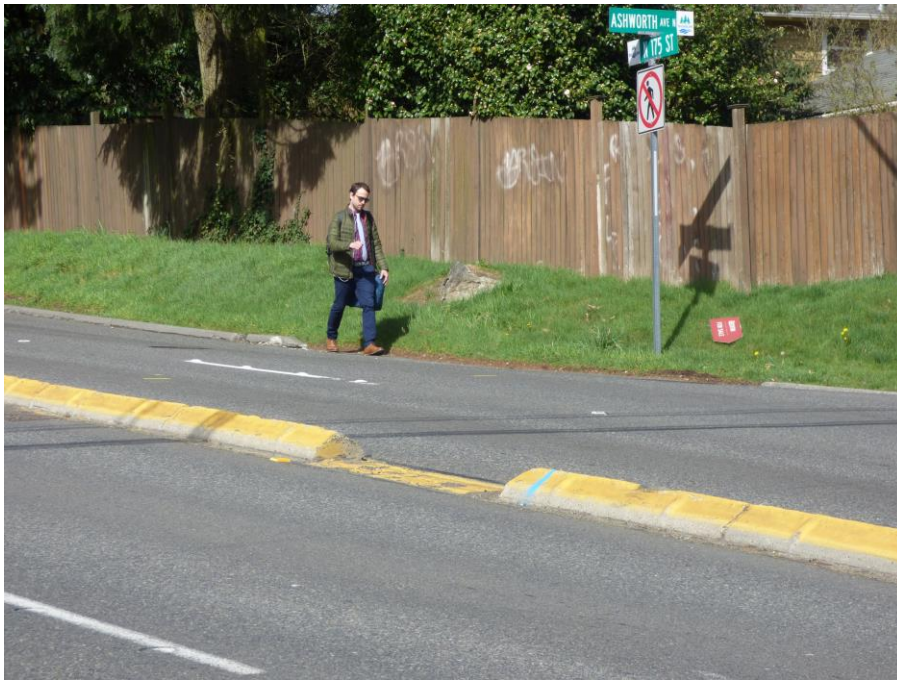


NW corner of 175th/Meridian intersection

Park & Ride at local church.



CURRENT CHALLENGES



Missing or narrow sidewalks

(These photos are on the 175th Corridor outside of the Phase 1 project footprint but supports that Phase 1 is the first step in moving all users safely along the entire corridor experiencing challenges.)



**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

June 20, 2018

Mr. Randy Witt, PE
Public Works Director
City of Shoreline
17500 Midvale Avenue N
Shoreline, Washington 98133

City of Shoreline
N 175th Street, Stone Ave N to I-5
STPUL-2118(002)
FUND AUTHORIZATION

Dear Mr. Witt:

We have received FHWA fund authorization, effective June 14, 2018, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$4,100,000	\$3,546,500

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

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-9387 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. *Any costs incurred after the Project Agreement End Date shown on the 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.*

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

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

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

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

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:jg:vl

Enclosure

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



**Washington State
Department of Transportation**

Local Agency Agreement Supplement

Agency City of Shoreline		Supplement Number 1
Federal Aid Project Number STPUL-2118(002)	Agreement Number LA-9387	CFDA No. 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 N 175th Street, Stone Ave N to I-5

Length 0.6 mi

Termini West termini is Stone Ave N, East termini is Interstate 5

Description of Work ✓ No Change

Reason for Supplement

Agreement End Date Extension

Are you claiming indirect cost rate? Yes ✓ No

Project Agreement End Date 12/31/2027

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			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

SEE ATTACHMENT

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 City Manager
Agency Date 12/15/2023

DocuSigned by:
Bristol S. Ellington
07BF974794AB418...

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency City of Shoreline	Supplement Number 1
Federal Aid Project Number STPUL-2118(002)	Agreement Number LA-9387
CFDA No. 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 \$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).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Federal Aid Number : STPUL-2118(002)
 Agreement Number : LA-9387
 Project Title : N 175th Street, Stone Ave N to I-5
 Supplement Number : 1

Type of Work		Estimate of Funding				
		(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED FEDERAL FUNDS
P.E. <u>86.5</u> % Federal Aid	a. Agency:	\$495,000		\$495,000	\$66,825	\$428,175
	b. Consultant	\$3,600,000		\$3,600,000	\$486,000	\$3,114,000
	c. Agency - Local Funds		\$740,200	\$740,200	\$740,200	
	d. Consultant - Local Funds		\$4,336,300	\$4,336,300	\$4,336,300	
	State Services	\$5,000		\$5,000	\$675	\$4,325
	e. Total PE Cost Est. (a thru e)	\$4,100,000	\$5,076,500	\$9,176,500	\$5,630,000	\$3,546,500
Right of Way <u> </u> % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Est. (f thru j)	\$0	\$0	\$0	\$0	\$0
Construction <u> </u> % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total Const. Cost Est. (k thru p)	\$0	\$0	\$0	\$0	\$0
r.Total Project Cost Estimate (e+j+q)		\$4,100,000	\$5,076,500	\$9,176,500	\$5,630,000	\$3,546,500

60% Opinion of Cost - Phase 1
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N 175th Street - Stone Avenue to I-5 Improvement Project
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Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Schedule A1: Roadway Improvements					
1-04	Unexpected Site Changes (3%)	LS	1	\$ 205,000	\$ 205,000
1-05	Roadway Surveying (3%)	LS	1	\$ 205,000	\$ 205,000
1-09	Mobilization (10%)	LS	1	\$ 683,000	\$ 683,000
1-10SP	Pedestrian Traffic Control (5%)	LS	1	\$ 342,000	\$ 342,000
1-10SP	Project Temporary Traffic Control (15%)	LS	1	\$ 1,024,000	\$ 1,024,000
2-01	Clearing and Grubbing	ACRE	0.6	\$ 40,000	\$ 24,000
2-01SP	Tree Removal, 12-Inch Diam. and Over	EA	6	\$ 1,000	\$ 6,000
2-02SP	Removal of Structures and Obstructions	LS	1	\$ 80,000	\$ 80,000
2-02SP	Hazardous Material Handling and Disposal	EST	1	\$ 30,000	\$ 30,000
2-02SP	Removing Drainage Structure	EA	11	\$ 800	\$ 8,800
2-02SP	Saw Cutting Existing Pavement	LF	830	\$ 6	\$ 4,980
2-02 SP	Removing Existing Structure Ronald Bog Sidewalk Bridge	LS	1	\$ 120,000	\$ 120,000
2-03	Roadway Excavation Incl. Haul	CY	3,700	\$ 35	\$ 129,500
2-03 SP	Unsuitable Foundation Excavation Incl. Haul	CY	9,600	\$ 70	\$ 672,000
2-03	Gravel Borrow Incl. Haul	TON	800	\$ 60	\$ 48,000
2-09	Structure Excavation Cl. B Incl. Haul	CY	1,050	\$ 40	\$ 42,000
2-09	Shoring or Extra Excavation Cl. B	SF	8,550	\$ 5	\$ 42,750
2-09	Controlled Density Fill	CY	5	\$ 220	\$ 1,100
2-10SP	Lightweight Cellular Concrete	CY	7,090	\$ 80	\$ 567,200
2-12	Construction Geotextile for Separation	SY	322	\$ 5	\$ 1,610
2-13SP	Dewatering	EST	1	\$ 350,000	\$ 350,000
4-01 SP	Soil Cell	EA	12	\$ 550	\$ 6,600
4-04	Crushed Surfacing Base Course	TON	1,070	\$ 40	\$ 42,800
4-04	Crushed Surfacing Top Course	TON	1,990	\$ 40	\$ 79,600
5-04SP	HMA CL. 1/2 In. PG 58H-22	TON	2,960	\$ 120	\$ 355,200
5-04SP	Commercial HMA	TON	30	\$ 130	\$ 3,900
5-04SP	Temporary HMA	TON	100	\$ 120	\$ 12,000
5-04SP	Planing Bituminous Pavement	SY	2,510	\$ 8	\$ 20,080
6-02SP	Structural Slab	SF	2,650	\$ 140	\$ 371,000
6-21SP	Sheet Pile Wall	SF	22,050	\$ 45	\$ 992,250
6-21SP	Removing Sheet Pile Obstructions	LS	1	\$ 50,000	\$ 50,000
7-01SP	Underdrain Pipe 4 In. Diam.	LF	1,030	\$ 25	\$ 25,750
7-01	Gravel Backfill for Drain	CY	41	\$ 80	\$ 3,280
7-04	Schedule A Storm Sewer Pipe 8 In. Diam	LF	105	\$ 60	\$ 6,300
7-04	Schedule A Storm Sewer Pipe 12 In. Diam	LF	980	\$ 75	\$ 73,500
7-04	Schedule A Storm Sewer Pipe 18 In. Diam	LF	160	\$ 100	\$ 16,000
7-04	Schedule A Storm Sewer Pipe 24 In. Diam	LF	100	\$ 150	\$ 15,000
7-04	Schedule A Storm Sewer Pipe 36 In. Diam	LF	230	\$ 200	\$ 46,000
7-04	Testing Storm Sewer Pipe	LF	1,860	\$ 5	\$ 9,300
7-05	Catch Basin Type 1	EA	23	\$ 2,600	\$ 59,800
7-05	Catch Basin Type 2 48 In. Diam.	EA	7	\$ 6,000	\$ 42,000
7-05	Catch Basin Type 2 54 In. Diam.	EA	3	\$ 6,000	\$ 18,000
7-05	Adjust Catch Basin	EA	6	\$ 1,000	\$ 6,000
7-05	Connection to Existing Storm Sewer	EA	9	\$ 1,500	\$ 13,500
7-05SP	Locking Solid Metal Cover and Frame for Catch Basin	EA	7	\$ 900	\$ 6,300
7-05SP	Adjust SS Maintenance Hole	EA	5	\$ 1,000	\$ 5,000
7-05SP	Connection to Drainage Structure	EA	4	\$ 2,000	\$ 8,000
7-07SP	Cleaning Existing Drainage Structure	LS	1	\$ 11,000	\$ 11,000
7-08	Plugging Existing Pipe	EA	8	\$ 700	\$ 5,600
7-08SP	Pipe Abandonment Plan	LS	1	\$ 4,000	\$ 4,000
7-09	Bank Run Gravel for Trench Backfill	CY	75	\$ 65	\$ 4,875
7-12SP	Adjust Water Valve Box	EA	2	\$ 750	\$ 1,500
7-12SP	Adjust Type 361v Water Valve Replacement Cover to Finished Grade	EA	4	\$ 750	\$ 3,000
7-12SP	Adjust Gas Valve	EA	2	\$ 800	\$ 1,600
7-17	Ductile Iron Sewer Pipe 12 In. Diam.	LF	300	\$ 120	\$ 36,000
7-21	Stormwater Treatment Inline Filter System	EA	1	\$ 42,000	\$ 42,000
8-01	Erosion/Water Pollution Control	EST	1	\$ 213,000	\$ 213,000
8-01	Inlet Protection	EA	33	\$ 100	\$ 3,300
8-01	Outlet Protection	EA	5	\$ 750	\$ 3,750
8-02	PSIPE- STREET TREE (2" Cal) Nyssa sylvatica 'JFS-red' / FIRESTARTER BLACK TUPELO	EA	12	\$ 500	\$ 6,000
8-02	PSIPE- STREET TREE (2" Cal) Parrotia persica 'Vanessa' / VANESSA PERSIAN PARROTIA	EA	3	\$ 500	\$ 1,500
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Geranium macrorrhizum	EA	11	\$ 20	\$ 220
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Geranium X cantabrigiense 'Biokovo'	EA	56	\$ 20	\$ 1,120
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Hemerocallis 'Pardon Me'	EA	42	\$ 20	\$ 840
8-02	PSIPE- SHRUB/ GROUND COVER (#2 SIZE) Prunus laurocerasus 'Mt. Vernon'	EA	13	\$ 45	\$ 585
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Epimedium x versicolor 'Sulphureum'	EA	82	\$ 20	\$ 1,640
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Teucrium chamaedrys	EA	28	\$ 20	\$ 560
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Erica carnea 'Ruby Glow'	EA	10	\$ 20	\$ 200
8-02	PSIPE- SHRUB/ GROUND COVER (#2 SIZE) Spiraea japonica 'Yan'	EA	10	\$ 45	\$ 450
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Sedum rupestre 'Angelina'	EA	24	\$ 20	\$ 480
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Lirioipe 'Majestic'	EA	28	\$ 20	\$ 560
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Acorus gramineus 'Ogon'	EA	13	\$ 20	\$ 260
8-02	PSIPE- SHRUB/ GROUND COVER (#1 SIZE) Mahonia nervosa	EA	11	\$ 20	\$ 220

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8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Polystichumm munitum	EA	43	\$	20	\$	860
8-02	PSIPE- SHRUB/ GROUNDCOVER (#2 SIZE) Sarcococcoa hookeriana var. humilis	EA	28	\$	45	\$	1,260
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Liriope spicata 'Silver Dragon'	EA	70	\$	20	\$	1,400
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Veronica peduncularis 'Georgia Blue'	EA	34	\$	18	\$	612
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Eleocharis palustris	EA	7	\$	18	\$	126
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Sidalcea hendersonii	EA	7	\$	18	\$	126
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Carex stipata	EA	7	\$	18	\$	126
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Junucs effusus 'Quartz Creek'	EA	7	\$	18	\$	126
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Gaultheria Shallon	EA	33	\$	20	\$	660
8-02	PSIPE- SHRUB/ GROUNDCOVER (#1 SIZE) Vine Option	EA	5	\$	25	\$	125
8-02	Erosion Control Seeding, Fertilizer and Mulching	SY	130	\$	3	\$	390
8-02 SP	Seeded Lawn Installation	SY	75	\$	3	\$	225
8-02 SP	Bark or Woodchip Mulch	CY	15	\$	60	\$	900
8-02 SP	Root Barrier	LF	300	\$	25	\$	7,500
8-02SP	Pea Gravel	CY	10	\$	100	\$	1,000
8-02 SP	Topsoil Type A	CY	45	\$	60	\$	2,700
8-02 SP	Sandy Loam	CY	130	\$	50	\$	6,500
8-02SP	Property Restoration	LS	1	\$	250,000	\$	250,000
8-03SP	Irrigation	LS	1	\$	21,000	\$	21,000
8-04SP	Cement Conc. Pedestrian Curb	LF	250	\$	40	\$	10,000
8-04SP	Cement Conc. Type A Curb and Gutter	LF	2,190	\$	35	\$	76,650
8-04SP	Non-Roadway Cement Conc. Curb	LF	260	\$	50	\$	13,000
8-05SP	Tree Grate	EA	12	\$	4,000	\$	48,000
8-05SP	Bench	EA	1	\$	4,000	\$	4,000
8-05SP	Interpretive Sign	EA	1	\$	15,000	\$	15,000
8-07	Precast Dual Faced Sloped Mountable Curb	LF	540	\$	40	\$	21,600
8-09	Raised Pavement Marker Type 2	HUND	2	\$	650	\$	1,300
8-12	Wood Fence	LF	280	\$	70	\$	19,600
8-14	Cement Conc. Sidewalk	SY	2,090	\$	65	\$	135,850
8-14SP	Cement Conc. Sidewalk with Thickened Edge	SY	110	\$	80	\$	8,800
8-14SP	Cement Conc. Curb Ramp - Perpendicular	SY	80	\$	350	\$	28,000
8-14SP	Cement Conc. Bike Ramp	SY	40	\$	250	\$	10,000
8-14SP	Bus Shelter Footing	EA	1	\$	8,000	\$	8,000
8-20SP	Illumination System	LS	1	\$	432,000	\$	432,000
8-20SP	Temporary Illumination System	LS	1	\$	116,000	\$	116,000
8-20SP	Traffic Signal System-N 175th St & Meridian Ave N	LS	1	\$	454,000	\$	454,000
8-20SP	Temporary Traffic Signal System, Meridian Avenue N and N 175th Street	LS	1	\$	72,000	\$	72,000
8-21SP	Permanent Signing	LS	1	\$	8,000	\$	8,000
8-22	Paint Line	LF	2,480	\$	1	\$	2,480
8-22	Plastic Line	LF	340	\$	4	\$	1,360
8-22	Plastic Wide Lane Line	LF	3,015	\$	4	\$	12,060
8-22	Plastic Wide Dotted Entry Line	LF	140	\$	4	\$	560
8-22	Plastic Stop Line	LF	130	\$	15	\$	1,950
8-22	Plastic Crosswalk Line	SF	680	\$	12	\$	8,160
8-22	Plastic Traffic Arrow	EA	23	\$	290	\$	6,670
8-22	Plastic Bicycle Lane Symbol	EA	9	\$	290	\$	2,610
8-22	Removing Paint Line	LF	180	\$	8	\$	1,440
8-24	Gravity Block Wall	SF	590	\$	45	\$	26,550
8-24	Backfill for Rock Wall	CY	30	\$	40	\$	1,200
8-26SP	Pedestrian Handrail	LF	800	\$	220	\$	176,000
8-28SP	Resolution of Utility Conflicts	EST	1	\$	250,000	\$	250,000
8-30SP	Bollards	EA	5	\$	1,700	\$	8,500
	SCL Service Conversions	LS	1	\$	230,000	\$	230,000
Construction Subtotal						\$	9,725,336
Total Construction Cost Schedule A1						\$	9,725,336

Schedule B1: Seattle City Light Utility Trench

Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1-05	Roadway Surveying (3%)	LS	1	\$ 44,000	\$ 44,000
1-10SP	Pedestrian Traffic Control (5%)	LS	1	\$ 73,000	\$ 73,000
1-10SP	Project Temporary Traffic Control (15%)	LS	1	\$ 219,000	\$ 219,000
2-02SP	Sawcutting Existing Pavement	LS	1	\$ 4,000	\$ 4,000
2-03	Roadway Excavation Incl. Haul	CY	130	\$ 35	\$ 4,550
2-05SP	Potholing	LS	1	\$ 18,250	\$ 18,250
2-09	Structure Excavation Cl. B Incl. Haul	CY	1,770	\$ 130	\$ 230,100
2-09	Shoring or Extra Excavation Cl. B	SF	6,470	\$ 5	\$ 32,350
2-09	Controlled Density Fill	CY	1570	\$ 270	\$ 423,900
2-09	High Strength Fluidized Thermal Backfill	CY	200	\$ 700	\$ 140,000
2-13SP	Dewatering	LS	1	\$ 73,000	\$ 73,000
5-04SP	Commercial HMA	TON	240	\$ 130	\$ 31,200
8-20	Conduit Pipe 5 In. Diam.	LF	3,840	\$ 60	\$ 230,400
8-20	Conduit Pipe 4 In. Diam.	LF	1,900	\$ 45	\$ 85,500
8-26SP	SCL Vault - Furnish and Install Type 814, 712, 577	EA	4	\$ 35,000	\$ 140,000
8-28SP	Resolution of Utility Conflicts for Joint Utility Trench	EST	1	\$ 41,710	\$ 41,710

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Schedule B1 Subtotal	\$	1,790,960
Schedule B1 Construction Subtotal	\$	1,790,960
Sales Tax (10.3%) (Excludes SCL Labor)	\$	186,260
Total Construction Cost Schedule B1	\$	1,977,220

Schedule B2: Comcast Utility Trench					
Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1-05	Roadway Surveying (3%)	LS	1	\$ 8,000	\$ 8,000
1-10 SP	Pedestrian Traffic Control (5%)	LS	1	\$ 13,000	\$ 13,000
1-10 SP	Project Temporary Traffic Control (15%)	LS	1	\$ 38,000	\$ 38,000
2-05 SP	Potholing	LS	1	\$ 2,580	\$ 2,580
2-09	Structure Excavation Cl. B Incl. Haul	CY	180	\$ 130	\$ 23,400
2-09	Shoring or Extra Excavation Cl. B	SF	820	\$ 5	\$ 4,100
2-09	Shoring for Vault, Type 444	EA	1	\$ 15,000	\$ 15,000
2-09	Controlled Density Fill	CY	180	\$ 270	\$ 48,600
2-13 SP	Dewatering	LS	1	\$ 4,500	\$ 4,500
5-04 SP	Commercial HMA	TON	30	\$ 130	\$ 3,900
8-20	Conduit Pipe 4 In. Diam.	LF	2,760	\$ 45	\$ 124,200
8-20 SP	Vault, Type 444	EA	1	\$ 18,650	\$ 18,650
8-20 SP	Handhole with Frame	EA	0	\$ 3,000	\$ -
8-28SP	Resolution of Utility Conflicts for Joint Utility Trench	EST	1	\$ 2,580	\$ 2,580

Schedule B2 Subtotal	\$	306,510
Sales Tax (10.3%)	\$	31,877
Total Construction Cost Schedule B2	\$	338,387

Schedule B3: Ziplly Utility Trench					
Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1-05	Roadway Surveying (3%)	LS	1	\$ 4,000	\$ 4,000
1-10 SP	Pedestrian Traffic Control (5%)	LS	1	\$ 6,000	\$ 6,000
1-10 SP	Project Temporary Traffic Control (15%)	LS	1	\$ 16,000	\$ 16,000
2-05 SP	Potholing	LS	1	\$ 1,930	\$ 1,930
2-09	Structure Excavation Cl. B Incl. Haul	CY	70	\$ 130	\$ 9,100
2-09	Shoring or Extra Excavation Cl. B	SF	230	\$ 5	\$ 1,150
2-09	Controlled Density Fill	CY	70	\$ 270	\$ 18,900
2-13 SP	Dewatering	LS	1	\$ 3,380	\$ 3,380
5-04	Commercial HMA	TON	10	\$ 120	\$ 1,200
8-20	Conduit Pipe 4 In. Diam.	LF	1,320	\$ 45	\$ 59,400
8-20 SP	Furnish and Install Handhole with Frame	EA	3	\$ 3,000	\$ 9,000
8-28SP	Resolution of Utility Conflicts for Joint Utility Trench	EST	1	\$ 1,930	\$ 1,930

Schedule B3 Subtotal	\$	131,990
Sales Tax (10.3%)	\$	13,727
Total Construction Cost Schedule B3	\$	145,717

Schedule B4: City Utility Trench					
Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1-05	Roadway Surveying (3%)	LS	1	\$ 4,000	\$ 4,000
1-10 SP	Pedestrian Traffic Control (5%)	LS	1	\$ 6,000	\$ 6,000
1-10 SP	Project Temporary Traffic Control (15%)	LS	1	\$ 17,000	\$ 17,000
2-05 SP	Potholing	LS	1	\$ 2,410	\$ 2,410
2-09	Structure Excavation Cl. B Incl. Haul	CY	90	\$ 130	\$ 11,700
2-09	Shoring or Extra Excavation Cl. B	SF	330	\$ 5	\$ 1,650
2-09	Controlled Density Fill	CY	90	\$ 270	\$ 24,300
2-13 SP	Dewatering	LS	1	\$ 4,220	\$ 4,220
5-04	Commercial HMA	TON	20	\$ 120	\$ 2,400
8-20	Conduit Pipe 3 In. Diam	LF	1,920	\$ 30	\$ 57,600
8-20 SP	Furnish and Install Junction Box	EA	2	\$ 3,000	\$ 6,000
8-28SP	Resolution of Utility Conflicts for Joint Utility Trench	EST	1	\$ 2,410	\$ 2,410

60% Opinion of Cost - Phase 1
City of Shoreline
N 175th Street - Stone Avenue to I-5 Improvement Project
June 2023
20150116

Schedule B4 Subtotal	\$	139,690
Sales Tax (10.3%)	\$	14,528
Total Construction Cost Schedule B4	\$	154,218

Schedule B5: Lumen Utility Trench					
Spec. Section	ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1-05	Roadway Surveying (3%)	LS	1	\$ 3,000	\$ 3,000
1-10 SP	Pedestrian Traffic Control (5%)	LS	1	\$ 5,000	\$ 5,000
1-10 SP	Project Temporary Traffic Control (15%)	LS	1	\$ 15,000	\$ 15,000
2-05 SP	Potholing	LS	1	\$ 10,000	\$ 10,000
2-09	Structure Excavation Cl. B Incl. Haul	CY	70	\$ 130	\$ 9,100
2-09	Shoring or Extra Excavation Cl. B	SF	430	\$ 5	\$ 2,150
2-09	Controlled Density Fill	CY	70	\$ 270	\$ 18,900
2-13 SP	Dewatering	LS	1	\$ 17,500	\$ 17,500
5-04	Commercial HMA	TON	10	\$ 120	\$ 1,200
8-20	Conduit Pipe 4 In. Diam.	LF	500	\$ 45	\$ 22,500
8-20 SP	Handhole with Frame	EA	1	\$ 3,000	\$ 3,000
8-28SP	Resolution of Utility Conflicts for Joint Utility Trench	EST	1	\$ 10,000	\$ 10,000

Schedule B5 Subtotal	\$	117,350
Sales Tax (10.3%)	\$	12,204
Total Construction Cost Schedule B5	\$	129,554

Schedule A1 - Roadway Improvements	\$	9,725,336
Schedule B1 - Seattle City Light Utility Trench	\$	1,977,220
Schedule B2 - Comcast Utility Trench	\$	338,387
Schedule B3 - Lumen Utility Trench	\$	129,554
Schedule B4 - Ziply Utility Trench	\$	145,717
Schedule B5 - City Utility Trench	\$	154,218

Construction Total \$ **12,470,432**

60% Opinion of Construction Cost	\$	12,471,000
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Total Cost Summary

60% Opinion of Construction Cost Total	\$	12,471,000
Construction contingency (20%)	\$	2,494,200
60% Opinion of Construction Engineering Cost (16%)	\$	2,394,432
Arts (1%)	\$	124,710
Total Project Cost	\$	17,484,342

60% Opinion of Cost	\$	17,485,000
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Future Construction Cost Based on Inflation

Inflation Rate	Cost Index	Const. Year	Amount
10%	2023	2024	\$ 19,251,000
5%	2024	2025	\$ 20,272,000
3%	2025	2026	\$ 20,962,000
3%	2026	2027	\$ 21,663,000

Washington State Military Department HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: City of Shoreline 17500 Midvale Ave N Shoreline, WA 98133-4905	2. Total Grant Amount (excl. SubMC): \$11,766,00.00 State: \$1,470,750.00 Federal: \$8,824,500.00 Local: \$1,470,750.00 SubMC: \$0.00	3. Grant Number: D25-006
4. Subrecipient Contact, phone/email: Leif Johansen, (206) 801-2489 ljohansen@shorelinewa.gov	5. Grant Start Date: March 14, 2024	6. Grant End Date: June 8, 2026
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov	8. Unique Entity ID (UEI): NEJSNQ96AG81	9. UBI # (state revenue): 601638167
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)		
11. Federal Funding Identification #: BRIC EMS-2021-BR-044-0003	12. Federal Award Date March 14, 2024	13. Assistance Listing # & Title: 97.047 (BRIC)
14. Program Index # & OBJ/SUB-OBJ: (Fed) 714BR NZ, (State) 712BS NZ		15. TIN or SSN: 91-1683888
16. Service Districts: (BY LEGISLATIVE DISTRICT): 32 (BY CONGRESSIONAL DISTRICT): 7	17. Service Area by County(ies): King	18. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
19. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	20. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
21. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	22. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER	
23. PURPOSE/DESCRIPTION: FEMA's Building Resilient Infrastructure and Communities (BRIC) program is designed to promote a national culture of preparedness and public safety through encouraging investments to protect the nation's communities and infrastructure and through strengthening national mitigation capabilities to foster resilience. The BRIC program seeks to fund effective and innovative projects that will reduce risk and increase resilience and serve as a catalyst to encourage the whole community to invest in and adopt policies related to mitigation. Title: North 175th Street Soil Stabilization. The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the <u>EMS-2021-BR-044-0003 North 175th Street Soil Stabilization</u> and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.		
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.		
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1. Applicable Federal and State Statutes and Regulations</p> <p>2. DHS/FEMA Award and program documents</p> <p>3. Work Plan, Schedule, and Budget</p> </div> <div style="width: 45%;"> <p>4. Special Terms and Conditions</p> <p>5. General Terms and Conditions, and,</p> <p>6. Other provisions of the Agreement incorporated by reference</p> </div> </div>		
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: _____ Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: <u>Dierk Meierbachtol 4/4/2023</u> Assistant Attorney General		
FOR THE SUBRECIPIENT: _____ Signature _____ Date _____ Bristol S. Ellington, City Manager City of Shoreline APPROVED AS TO FORM: _____ _____ Date		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Leif Johansen	Name	Tim Cook
Title	Engineering Manager	Title	State Hazard Mitigation Officer
E-Mail	ljohansen@shorelinewa.gov	E-Mail	tim.cook@mil.wa.gov
Phone	(206) 801-2489	Phone	253-512-7072
Name	Nytasha Walters	Name	Ryan Chandler
Title	Transport. Services Manager	Title	HMA Program Supervisor
E-Mail	(206) 801-2481	E-Mail	Ryan.chandler@mil.wa.gov
Phone	nwalters@shorelinewa.gov	Phone	(253) 512-7460
Name	Elizabeth S. Kelly	Name	Chris Reilly
Title	City Engineer	Title	HMA Program Coordinator
E-Mail	ekelly@shorelinewa.gov	E-Mail	Christopher.reilly@mil.wa.gov
Phone	(206) 801-2406	Phone	(253) 359-6680

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the BRIC program including, but not limited to, all criteria, restrictions, and requirements of the Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) (FY), the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of BRIC funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of BRIC funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to **EMS-2021-BR-044-0003**, including, but

not limited to, all criteria, restrictions, and requirements of the *Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) (FY) BRIC* document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all BRIC federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer EMS-2021-BR-044-0003 and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is **\$11,766.00.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be **\$1,470,750.00** dollars, or 12.5 percent, at minimum, of the total project cost. The SUBRECIPIENT’s contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$8,824,500.00** dollars, or 75 percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be **\$1,470,750.00** dollars, or 12.5 percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT’s contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is **\$0.00** dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT’s non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT’s percentage commitment.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the

Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **March 14, 2024** and shall terminate on **June 8, 2026**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application EMS-2021-BR-044-0003, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from 42 U.S.C. § 5133 (Pub. L. No. 93-288, Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, and the State of Washington, for the BRIC program, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- l. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

8. SUBRECIPIENT MONITORING

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year

thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.

- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTS of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or

renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

a. Construction Documents, Contracts, Change Orders

- i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant’s approved scope of work.
- ii. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
- iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT’s inventory system.
 - iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer’s serial number, or other identification number

- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
 - vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
 - vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*. Recipients and SUBRECIPIENTS may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY24 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of BRIC funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "**Project**" means those actions funded through the Hazard Mitigation Assistance Grant Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an 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) that 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29

CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327, Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and

- [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or SUBRECIPIENT must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 7. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C.](#)

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 14005 and Build America, Buy America Act (BABAA) OMB Memo-22-11, the DEPARTMENT requires that SUBRECIPIENTS shall not use funds made available for a Federal financial assistance program for infrastructure, unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Any previously obligated awards may be subject to BABAA requirements if award revisions are made after January 1, 2023. The Act requires the following Buy America preference:
 - a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; AND
 - b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; AND
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Such requirements must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200. Further guidance on BABAA can be found at: <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT’s Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a “Termination for Cause” without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under “Amendments and Modifications” to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT’s performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys’ fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this Agreement. The monitoring, auditing or investigating may include but is not limited to “salting” by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT’s unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT’s name is mentioned or language used from which the connection of the DEPARTMENT’s name may, in the DEPARTMENT’s judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA’s financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local

government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any SUBRECIPIENTS or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: City of Shoreline, Single Audit and Corrective Action Plan

OR

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage,

unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTS Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after e-mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the SUBRECIPIENT if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: City of Shoreline
 PROJECT TITLE: North 175th Street Soil Stabilization

The purpose of this project is for City of Shoreline to provide seismic mitigation for public infrastructure and community lifelines by mitigating the liquefaction potential from seismic events to portions of North 175th Street and Meridian Avenue North road corridor.

This project will include:

1. Stabilizing the roadway by excavating unstable fill material and replacing with light weight cellular concrete.
2. Reconstructing public right-of-way to its existing condition.

A specific and more detailed scope of work is found in the FEMA approved Project Application EMS-2021-BR-044-0003, which is incorporated herein by reference.

City of Shoreline Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. **Scope of Work Change:** Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change;

a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and

historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.

- I. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

a. Environmental Conditions of Approval:

- i. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
 - ii. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
 - iii. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

“This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance.”

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.
2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.
5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse City of Shoreline within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget,

3. Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
4. Coordinate with the staff of City of Shoreline to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: City of Shoreline
 PROJECT TITLE: North 175th Street Soil Stabilization

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE (months)</i>
Design, Permitting, & Right of Way	12 Months
Bidding & Contracting	6 Months
Construction	18 Months
Total Time Required to Complete This Project: <u>36</u> months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections. *IMPORTANT NOTE: This contract will require a period of performance extension in order for the City of Shoreline to complete construction.	April 15, <u>2024</u> ; July 15, <u>2024</u> ; October 15, <u>2024</u> ; January 15, <u>2025</u> ; April 15, <u>2025</u> ; July 15, <u>2025</u> ; October 15, <u>2025</u> ; January 15, <u>2026</u> ; April 15, <u>2026</u> ; July 15, <u>2026</u> ;

PROJECT BUDGET

SUBRECIPIENT: City of Shoreline
 PROJECT TITLE: North 175th Street Soil Stabilization

APPROVED BUDGET CATEGORY	ESTIMATED COST
Demolition & Removal	\$1,182,614.00
Administrative & Legal Expenses	\$5,000.00
Project Inspection Fees	\$1,526,266.00
Land, Structures, rights-of-way, appraisals, etc.	\$59,000.00
Construction	\$3,602,150.00
Site Work	\$5,390,970.00
	<i>Project Total</i> \$11,766,000.00
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$0.00
TOTAL (Project Total + SubMC): \$11,766,000.00	
<p>Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p>Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p>	

Per 2023 Hazard Mitigation Assistance Program and Policy Guide, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the SUBRECIPIENT shall pay the costs in excess of the approved budget.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Shoreline	Doing business as (DBA)		
ADDRESS 17500 Midvale Avenue N, Shoreline, WA 98133	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601-638-167	Federal Employer Tax Identification #: 91-1683888
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature:

 Date: 11/21/2024
Signed by: FEB49234538442F...
 Print Name and Title: Leif Johansen Engineering Manager

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

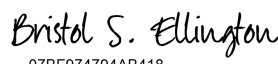
Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

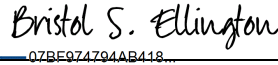
SIGNATURE AUTHORIZATION FORM

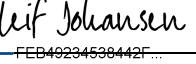

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Shoreline	DATE SUBMITTED 11/18/2024
PROJECT DESCRIPTION Emergency Management Program Grant	CONTRACT NUMBER 1270235

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
DocuSigned by:  <small>07BF074794AB418...</small>	Bristol S. Ellington	City Manager, at will

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
DocuSigned by:  <small>07BF074794AB418...</small>	Bristol S. Ellington	City Manager, at will

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
Signed by:  <small>FEB40234538442F...</small>	Leif Johansen	Engineering Manager
Signed by:  <small>8121684E2E6F475...</small>	Elizabeth S. Kelly	City Engineer

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Certificate Of Completion

Envelope Id: C726F1C7-99E6-456B-AB37-835479BC76D2

Status: Completed

Subject: *DocuSign Signature Request - N 175th ST (N Stone Way to I-5) - FEMA BRIC Grant Agreement - #1270235

Source Envelope:

Document Pages: 36

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 0

Afomia Assefa

AutoNav: Enabled

17500 Midvale Ave N

Envelopeld Stamping: Enabled

Shoreline, WA 98155

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

aassefa@shorelinewa.gov

IP Address: 52.207.176.51

Record Tracking

Status: Original

Holder: Afomia Assefa

Location: DocuSign

11/19/2024 11:19:24 AM

aassefa@shorelinewa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Shoreline

Location: DocuSign

Signer Events

Bristol S. Ellington

bellington@shorelinewa.gov

City Manager

City of Shoreline

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Bristol S. Ellington

07BF974794AB418...

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.242.52

Timestamp

Sent: 11/19/2024 11:32:44 AM

Viewed: 11/19/2024 1:54:27 PM

Signed: 11/19/2024 1:54:36 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Kelly

ekelly@shorelinewa.gov

City Engineer

City of Shoreline

Security Level: Email, Account Authentication (None)

Signed by:

Elizabeth Kelly

81216B4E2E6F475...

Signature Adoption: Pre-selected Style

Using IP Address: 136.143.158.30

Sent: 11/19/2024 11:32:45 AM

Resent: 11/22/2024 8:44:37 AM

Resent: 11/22/2024 1:45:30 PM

Viewed: 11/22/2024 5:12:44 PM

Signed: 11/22/2024 5:13:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leif Johansen

ljohansen@shorelinewa.gov

Engineering Manager

City of Shoreline

Security Level: Email, Account Authentication (None)

Signed by:

Leif Johansen

FEB49234538442F...

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.242.52

Sent: 11/19/2024 11:32:45 AM

Viewed: 11/21/2024 3:25:35 PM

Signed: 11/21/2024 3:28:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/19/2024 11:32:45 AM
Certified Delivered	Security Checked	11/21/2024 3:25:35 PM
Signing Complete	Security Checked	11/21/2024 3:28:29 PM
Completed	Security Checked	11/22/2024 5:13:11 PM

Payment Events	Status	Timestamps
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N 175TH ST (STONE AVE N TO I-5)



Project Description: This project will provide multi-modal improvements to the 175th corridor, between Stone Ave N and I-5. The project will enhance levels of service for motorists, transit, and freight and dramatically improve overall safety, mobility, and accessibility for pedestrians and cyclists. The project will widen the roadway, provide new pedestrian and bicycle facilities, and address accessibility issues that exist along the corridor. The planned multi-modal improvements will enhance overall facility use, increase facility user confidence, and provide multi-modal connections to transit, parks, schools, churches, shopping centers, and improve access to other adjacent land uses. A new signal system will be installed at the intersection of N 175th Street and Meridian Avenue. Seismic upgrades will be installed to stabilize the roadway in the vicinity of Ronald Bog Park.

The Corridor Project will be delivered in phases with Phase 1 constructing improvements in the vicinity of the N 175th Street and Meridian Avenue intersection and east along the Ronald Bog Park frontage. The design of the Corridor Project has progressed to 60% and design of Phase 1 is currently scheduled for 90% completion in Q1 2025.

Service Impact: This project will improve the safety and mobility of pedestrians, people with disabilities, transit users and drivers and provide better access to the school, park and ride lot, park and residents located along the corridor.

Future Operating Impact: This project will increase the impact to maintenance and operations staff and budget resource associated with the maintenance of new signs, markings, streetlights, pedestrian hybrid beacons, sidewalks, vegetation and street trees, and surface water infrastructure added by the project.

Project Updates since Prior Biennium: Construction of Phase 1 of the N 175th St Corridor Project was moved from beginning in 2025 to beginning in 2026. Design of the project has progressed to 60% and design of Phase 1 will be completed in 2025. Design of the remaining portions of the project will remain at 60% design until funding is available to proceed to construction of the full corridor. The City was awarded a \$8.8 million grant from Federal Emergency Management Agency (FEMA) for the replacement of unsuitable soils around Ronald Bog (seismic mitigation). The FEMA grant also comes with a commitment from the state legislature to contribute \$1.5M. These grant funds cover a portion of the first phase of the project along Ronald Bog and the intersection with Meridian. Transportation Impact Fees (TIF) will support \$13 million.

N 175TH ST - STONE AVE N TO I5											
PHASE	PRIOR-YRS	23-24E	2025E	2026E	2027E	2028E	2029E	2030E	CIP TOTAL	PROJECT TOTAL	
PROJECT EXPENDITURES:											
1-PROJECT ADMINISTRATION	3,064,615	2,151,527	2,189,493	1,445,041	2,650,000	2,700,000	200,000	200,000	11,536,061	14,600,677	
2-REAL ESTATE ACQUISITION	1,859,949	2,369,617				6,312,139	6,785,500		15,467,256	17,327,205	
3-CONSTRUCTION			8,800,273	8,800,273				44,844,945	62,445,491	62,445,491	
4-PUBLIC ART FUNDING			88,003	88,003				448,449	624,455	624,455	
TOTAL PROJECT EXPENDITURES	4,924,564	4,521,144	11,077,769	10,333,317	2,650,000	9,012,139	6,985,500	45,493,394	90,073,263	94,997,827	
REVENUE SOURCES:											
FEDERAL - STP	2,653,473	1,861,071				5,460,000			7,321,071	9,974,544	
TRANSPORTATION IMPACT FEES	2,269,705	2,660,073	3,788,836	4,562,969	2,650,000	2,700,000	200,000	200,000	16,761,878	19,031,583	
FUTURE GRANTS			6,213,220	4,081,531					10,294,751	10,294,751	
FUTURE FUNDING							6,785,500	44,844,945	51,630,445	51,630,445	
FRANCHISE UTILITY CONTRIBUTION			987,711	1,600,814					2,588,525	2,588,525	
ROADS CAPITAL FUND	1,385		88,002	88,003		852,139		448,449	1,476,593	1,477,979	
TOTAL PROJECT REVENUES	4,924,564	4,521,144	11,077,769	10,333,317	2,650,000	9,012,139	6,985,500	45,493,394	90,073,263	94,997,827	

