Washington State Department of Transportation

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To download the April 2005 LAG Manual changes in their entirety electronically, go to:
http://www.wsdot.wa.gov/TA.Operations/LAG/LAGHP.htm

Summary of Changes:
Please Note: The following list is a brief overview of each revision. The actual revision should be reviewed in-depth to become completely knowledgeable of the revision.

Chapter 12, FHWA Funding Programs and Appendices
Section 12.32 has been revised to include thin overlays and BST as eligible activities and, under certain circumstances, other system wide preventative maintenance activities.

Chapter 14, Developing Projects Using the Local Agency Guidelines and Appendices
Added a statement that any changes to Standard Specification 1-99 must have prior H & LP approval.

Chapter 24, Environmental Processes and Appendices.
Complete rewrite of Chapter 24 to update requirements and revise the process.

Chapter 25, Right of Way Procedures
Changed approval from FHWA to Highways & Local Programs under section 25.12, Property Management.

Chapter 26, Disadvantaged Business Enterprises, Appendix 26.42 Local Agency Quarterly Report of Amounts Credited as DBE Participation
WSDOT Form 422-103, new form for Local Agency use.

Chapter 28, Title VI and Appendices
Added entire Chapter called Title VI Program. Add the red tab titled, 28 Title VI.

Chapter 31, Using Consultants and Appendices
Complete rewrite of Chapter 31 to reflect changes in current laws and FHWA requirements.

Chapter 42, Local Agency Design Standards and Appendices
Complete reconfiguration of Chapter 42 and updating of appendices.

Chapter 44, Plans Specification and Estimates and Appendices
Added required Traffic Control Plans, added a statement that any changes to Standard Specification 1-99 must have prior H & LP approval.

Chapter 52 and 63 Local Administered Projects and Appendices
Combined information in Chapters 52 and 63 for NHS and non NHS Local Administered Projects. This revision deletes Chapter 63 entirely.

Chapter 53, Project Closure, Appendix 53.51 Local Agency Review Check List
Added Traffic Control items to the checklist

Instructions:

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12.1 General Discussion

This chapter describes the distribution of Federal Highway Administration (FHWA) funds administered by the Washington State Department of Transportation's (WSDOT) Headquarters Highways and Local Programs, and presents the basic procedures for local agency participation.

FHWA funds may be used to pay project costs for general transportation planning, preliminary engineering, right-of-way acquisition, construction, and audit. FHWA funds may only be expended after authorization by WSDOT through FHWA. They cannot be used for lobbying efforts.

Donated lands may be used as part of the agencies' match to the project under certain conditions. See Section 25.08 for the conditions.

.11 FHWA Funding Programs. With the passage of the Transportation Equity Act for the 21st Century (TEA-21), roadways eligible for FHWA administered funds are:

- the National Highway System (NHS),
- the Interstate System, which is a component of the NHS, and
- non-NHS routes which include all other functionally classified routes except rural minor collector and local access. (Except up to 15% of Surface Transportation Program (STP) rural dollars can be used on rural minor collectors.)

The NHS provides an interconnected system of principal arterials and other highways serving major population centers, international border crossings, ports, airports, public and intermodal transportation facilities, and other major travel destinations to meet national defense needs and to serve interstate and interregional travel.

Routes which must be included on the NHS are principal arterials, interstate highways, highways on the Strategic Highway Network (STRAHNET), major STRAHNET connectors, and congressional high priority routes.

For local agencies, a reimbursement-type program, the Surface Transportation Program (STP), is available for financing STP-eligible transportation projects. The following are the funding categories (see Section 12.3):

- Surface Transportation Program (STP):
  - Regional Competition
  - Statewide Competition
  - Transportation Enhancement
  - Safety (Hazard Elimination and Railroad Grade Crossing)

The following programs also provide FHWA funds to local agencies for transportation projects:

- NHS
- Emergency Relief Program (ER)
- Bridge Replacement and Rehabilitation (BRR)
- Congestion Mitigation and Air Quality (CM/AQ)

Local agencies with national highway system mileage are provided "NHS STP Replacement" funds as additions to their STP funds. Section 12.36 provides further information.

.12 Planning Requirements. At the state and federal levels, policies and procedures have been established to provide for areawide coordination of transportation programs.

The metropolitan planning provisions of TEA-21 provide an enhanced role for local governments. The Metropolitan Planning Organization (MPO) is responsible for developing, in cooperation with the state and transit operators, a long-range transportation plan and a transportation improvement program (TIP) consistent with the long-range plan. All projects in an MPO area using Title 23 or Federal Transit Act monies must be included in the TIP in order to proceed (refer to Appendix 12.62).

The planning process requires consideration of: land use, intermodal connectivity, methods to enhance transit, and needs identified through new technical management systems.

MPOs with populations over 200,000 are designated as Transportation Management Areas (TMAs). TMAs have project selection authority for regional STP and CM/AQ funds in consultation with the state. Washington MPOs and designated county area lead agencies are given project selection authority for regional STP funds by an agreement developed through the TEA-21 Steering Committee.

12.2 Coordination With Planning Agencies

TEA-21 requires a continuous transportation planning process. That process involves:

- TMA long-range transportation plans
- MPO long-range transportation plans
- a statewide long-range transportation plan
- a Statewide Transportation Improvement Program (STIP)

Development of the STIP includes:

- all TMA transportation improvement programs
- all MPO transportation improvement programs
- all improvement programs for the remainder of the state
- involvement of:
  - local agencies
  - Regional Transportation Planning Organizations (RTPOs)
  - Transportation Management Areas (TMAs)
  - Metropolitan Planning Organizations (MPOs)
  - WSDOT
  - transit agencies
  - the Governor's Office

.21 Statewide Transportation Improvement Program

Introduction

The following are the basic required elements of the STIP, which must be approved by FHWA and the Federal Transit Administration (FTA):

- Identifies all proposed highway and transit projects in the state funded under Title 23 United States Code (USC) and the Federal Transit Act, including Federal Lands projects.
- Incorporates the metropolitan transportation improvement programs approved by the TMAs and MPOs.
- In carbon monoxide, ozone, or PM-10 nonattainment areas, includes projects that conform with the State Implementation Plan (SIP).
- Maintains consistency with expected available funding.
- Identifies selection priorities developed with appropriate consultation and/or coordination with local jurisdictions, metropolitan planning organizations, and Federal Lands agencies.
- Contains all regionally significant transportation projects requiring FHWA or FTA approval, regardless of funding.
- Meets the requirements of 23 USC 135(f), Statewide Planning, coordination with local jurisdictions, and review by FHWA.

TMA and MPO TIPs must:

- Be annually updated and approved by the MPO and the Governor.
- List all projects, including pedestrian and bicycle transportation facilities, to be funded by Title 23 or FTA.
- Have reasonable opportunity for public comment prior to approval.
- Include a list of prioritized projects.
- Include a financial plan for implementing the projects that is also consistent with reasonable expectation of available funding.
- Have projects consistent with the long-range plan.

Additionally, projects funded only with state or local sources **may** be included in the STIP. For consistency in planning and coordination of projects, agencies are encouraged to include all projects for which funding is **secured**.

.22 STIP Processes and Responsibilities. The following timelines reflect the general processes and responsibilities reflected in state and federal law to achieve compliance with the list above. This is a very time consuming process. All of the steps noted are dependent upon other steps in the process, and all levels of government in the state of Washington must adopt — and their operations reflect — a high level of cooperation and communication.

The timelines are crucial in managing transportation funding. The times noted are based on reasonable time limits to perform the various functions. Adequate time must also be provided for the physical transmission of paper and data, as well as the discussions and analyses required at the various levels.

Local Agency STIP Timelines

Deadline	Description
March 15	Non-MPO lead agencies notify regional partners and interest groups of funding availability and request project submittals.
May 1	Highways and Local Programs notifies local agencies of deadline to adopt and submit their six-year programs.
May 31	Local agencies submit projects to non-MPO lead agencies to conduct project prioritization and selection process for the next three years.
June 15	MPOs notify regional partners and interest groups of funding availability and request project submittals.
June 15	Local agencies advertise for internal six-year program hearings.
June 30	**All cities, towns and transit (except counties) must have their six-year programs adopted.**
July 15	Local agencies submit six-year programs to Region Local Programs, MPOs, and RTPOs. Region Local Programs reviews and submits regional TIP to RTPO and Highways and Headquarters Local Programs.
July 31	Agencies submit project proposals to MPOs.
August 15	RTPOs and WSDOT provide a forum and advertisement for regionwide public workshops, for review of the non-MPO proposals.
August 30	MPO assemble regional TIP and prepare analysis for conformity finding.
Sept. 15	RTPOs and WSDOT regions provide public workshops for review of non-MPO project proposals for regions outside of the MPOs. MPOs provide public involvement.
Oct. 1	**WSDOT Headquarters Highways and Local Programs assembles the statewide STIP, including all MPO, local, and WSDOT programs.**
Nov. 1	WSDOT Headquarters Highways and Local Programs submits Draft STIP to WSDOT Region Local Programs, WSDOT Region Program Management, and MPO/RTPO for review and corrections.
Dec. 1	WSDOT Headquarters Highways and Local Programs submits the Final STIP to FHWA, FTA, and EPA for beginning the conformity analysis required under the Clean Air Act (when required).
Dec. 31	Highways and Local Programs receives notice of FHWA/FTA approval of the STIP.
Dec. 31	Counties **must** have annual budgets adopted.
January 1	All agencies may continue obligating projects until the new STIP is approved.

.23 Local Agencies Outside MPOs. Local agencies outside MPOs are required to comply with the state six-year programming laws, RCW 35.77.010 and 36.81.121, as well as with federal law under TEA-21, 23 USC, for any projects they wish to do with federal funds.

Project *identification* is accomplished individually for locally and federally funded projects; project s*election* for federally funded projects is accomplished through county area lead agencies (see Appendix 12.66).

Public involvement includes the six-year program hearings and the public comment processes for the regions. Reporting is accomplished through the submittal of the six-year programs to Region Local Programs and forwarded to WSDOT Headquarters Highways and Local Programs.

.24 TMAs and MPOs. Local agencies inside MPOs are also required to comply with the state six-year programming laws, RCW 35.77.010 and 36.81.121, as well as with federal law for any projects they wish to do with federal funds.

Project identification is generally accomplished individually for locally and federally funded projects with project selection through the MPO for federally funded projects. A separate process is used for federally funded statewide competitive projects including, bridge, safety, enhancements and STP competitive, followed by a confirmation by the MPO.

Public involvement includes the six-year program hearings and the MPO public comment processes. The assembled MPO program must be submitted to the Governor's Office for approval.

Reporting is accomplished through the submittal of the MPO-TIP to WSDOT Headquarters Highways and Local Programs and the MPO submittal to the Governor's Office through WSDOT Headquarters Planning and Programming. That MPO TIP is then used to assemble the STIP.

.25 WSDOT. WSDOT has primary responsibility for implementation of the STIP process. This cannot be accomplished without recognizing the requirements of all transportation providers in developing their various TIPs. Highways and Local Programs, and WSDOT Headquarters Planning and Programming have critical roles in managing the process and funds.

The six regional Program Development Offices and the Washington State Ferries are all deeply involved both in developing their respective programs and in coordinating and prioritizing those programs with the various local agencies and transit agencies. WSDOT not only develops programs internally, but it also competes in all TMAs for regional STP enhancement and statewide competitive funds. In addition, WSDOT may cooperate with local agencies on specific projects. This requires knowledge of all the various processes, as each region and agency will have some unique characteristics in its program development processes.

.26 RTPOs. The Growth Management Act (GMA) requires a regional approach to transportation planning. To facilitate the planning process, the Act authorizes the formation of Rural Transportation Planning Organizations (RTPOs). RTPOs are not involved in project selection but have the responsibility for public involvement in the TIP (unless the locals agree to their acting as lead agency for project selection) (refer to Appendix 12.64 for RTPO map).

In the preparation of long-range plans and TIPs, TEA-21 requires consideration of the land use impact of transportation decisions and requires that transportation decisions be made on a regional basis. In Washington, the regional orientation of the planning process is reinforced by vesting planning and project selection authority not only in TMAs, but also in MPOs and in county areas outside MPOs and RTPOs. TEA-21 also mandates that long-range plans and TIPs be financially feasible. The goals and requirements of GMA and TEA-21 complement each other, and the STP funds help achieve growth management objectives.

TEA-21 places considerable new emphasis on transportation planning and programming activities at both the regional and state levels. For the first time, there is a federal requirement for a statewide planning process and a mandate to plan in consultation and coordination with regional planning organizations.

To fulfill the planning mandate of TEA-21, regional planning organizations and the state must provide adequate funding and staff. By agreement within Washington State, the smallest regional planning organizations (RTPOs) and initially county areas outside MPOs, are being offered STP funds specifically earmarked for planning and programming purposes to ensure that the mandate can be met. The regional planning approach also calls for new cooperative intergovernmental relationships and additional opportunities and mechanisms for public participation.

12.3 Non-NHS Funding Sources

.31 Cost Sharing. The following matrix shows the matching share for available programs and project categories.

Program(s)/Project Categories	Minimum Local Share
National Highway System, Surface Transportation Program, Congestion Mitigation and Air Quality Improvement	13.5%
Bridge Replacement and Rehabilitation (BRR); Timber Bridge Research and Demonstration; Indian Reservation Roads; Bridges; Demonstration Projects; Ferry Boats and Terminal Facilities; State Planning and Research; Intelligent Vehicle Highway Systems; Scenic Byways; Highway Related Safety Grants; Motor Carrier Safety Grants; Bicycle andPedestrian Facilities	20%
Federal Lands Programs Including Indian Reservation Roads, Public Lands Highways and Parkways; Park Highways; and Highway Safety Research and Development (R&D)	None
Emergency Relief (first 180 days)	None
Emergency Relief (after 180 days)	(1)*
Metropolitan Planning	13.5%
Railroad-Highway Crossing SafetyProgram	None
Safety Program	10%
Recreational Trails Grants, Highway Priority NHS Corridor Studies	None

*(1) Equal to the local share which would be required on the federal aid highway on which the emergency repair happens.

Note: These projects, as well as any others funded with TEA-21 funds, must be included in the TIP/STIP.

.32 Surface Transportation Program. STP is a program that may be used by local agencies for any roads (including NHS) that are functionally classified except for local access. These roads are now collectively referred to as federal aid highways. Bridge, safety, and railroad projects are not restricted to federal aid highways but may be on any public road.

Note: With TEA-21 there is a special rule for areas of less than 5,000 population. TEA-21 permits up to 15 percent of amounts reserved for rural areas to be spent on rural minor collectors. [1108(f)]

Types of Eligible Projects

Eligible projects include:

- New construction, reconstruction, seismic retrofit, operational improvements, 2-R and 3-R, including the interstate system and bridges.
- Capital costs for transit projects eligible for FTA funding.
- Fringe and corridor parking, carpool, vanpool, bicycle, and pedestrian facilities.
- Highway and transit safety improvements.
- Highway and transit research and technology transfer.
- Capital and operating costs for traffic monitoring, management and control facilities, and programs.
- Surface transportation planning.
- Transportation enhancement activities.
- Certain Clean Air Act transportation control measures (TCMs).
- Development and establishment of management systems.
- Wetlands mitigation (i.e., surface drainage and banking).
- Sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and de-icing compositions.
- Programs to reduce extreme cold starts.
- Environmental restoration and pollution abatement projects, including retrofit or construction of stormwater treatment facilities.
- Natural habitat mitigation, but specifies that if wetland or natural habitat mitigation is within the service area of a mitigation bank, preference will be given to use the bank.
- Privately owned vehicles and facilities that are used to provide intercity passenger service by bus.
- Modifications of existing public sidewalks (regardless of whether the sidewalk is on a Federal-aid highway right of way), to comply with the requirements of the Americans with Disabilities Act (ADA).
- Infrastructure based intelligent transportation system capital improvements.
- Preventative maintenance activities which extend the service life of the facility (pavements, bridges, and essential highway appurtenances) are eligible for federal funding with prior approval by H&LP. H&LP has determined that thin overlays and bituminous surface treatments (BST) are eligible activities. As part of determining eligibility for all other preventative maintenance activities, the agency will need to provide H&LP information on how the proposed project is part of an area-wide or system-wide program for preventative maintenance to extend the service life of the facility. The current level of safety and accessibility must be maintained or enhanced as part of the federal project.

Contact the Region Local Programs Engineer if clarification of eligibility is needed.

Matching Requirements

The basic program is 80 percent federal/20 percent local. However, this is modified to 86.5 percent/13.5 percent due to adjustments for public lands in Washington.

a. STP — Regional Competitive Program (STPR/STPU)

1. Objective — improve transportation facilities based upon regional priorities.
2. Eligibility — projects must be on federally functional roads classified higher than rural minor collector and local access roads. All transportation modes are eligible.
3. Selection Criteria — the criteria and applications procedures are established by the TMA, MPO, RTPO, or lead agency who inform the local agency of the selection.

b. STP — Statewide Competitive Funds (STPC)

1. Objective — develop, improve, and/or preserve an integrated transportation system that encourages multimodal choices to the public.
2. Eligibility — projects must be on federally functional roads classified higher than local and rural minor collectors.
3. Selection Criteria — the Transportation Improvement Board (TIB) will develop statewide project selection criteria and select projects.

4. Application Procedures:
   - Criteria are established each year by the TIB Board, described in RCW 81.104.030 or 81.104.040.
   - Letters soliciting projects from local agencies, ports, and others are sent out by WSDOT Headquarters Highways and Local Programs.
   - Agencies submit proposals to WSDOT Headquarters Highways and Local Programs. Highways and Local Programs forwards proposals to the TIB.
   - The TIB selects projects for funding based on the prioritization method it establishes.
   - Headquarters Highways and Local Programs staff informs the local agencies of TIB's selections.
   - Local agencies initiate projects following the procedures in the LAG manual.

c. STP — Transportation Enhancement Program (refer to Chapter 62 for standards)

1. Objective — add value to transportation systems. The following activities are considered enhancements and may be eligible for funding:
   - Pedestrian or bicycle facilities.
   - Acquisition of scenic easements or scenic historic sites.
   - Scenic or historic highway programs (including provision of tourist and welcome center facilities).
   - Landscaping and other scenic beautification.
   - Historic preservation.
   - Rehabilitation and operation of historic transportation buildings, structures, or facilities — including historic railroad facilities and canals.
   - Preservation of abandoned railway corridors — including conversion for use as bicycle or pedestrian trails.
   - Control and removal of outdoor advertising.
   - Archaeological planning and research.
   - Provision of safety and educational activities for pedestrians and bicyclists.
   - Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.
   - Establishment of transportation museums.
2. Eligibility — projects must be one of the qualifying activities listed and must be transportation related. Environmental activities must go beyond what is customarily provided in projects.
3. Selection Criteria — projects must be recommended and prioritized by the region (RTPO, MPO) and selected by the TIB.
4. Application Procedures:
   - Application requirements are established annually by the TIB.
   - All MPOs/RTPOs sponsor transportation enhancement workshops early each year to inform the public of the program and the process for applying for funding.
   - MPOs/RTPOs establish a schedule for submitting projects. Agencies contact their MPO or RTPO for the schedule requirements.
   - Each MPO/RTPO establishes its own criteria for prioritizing projects and ranks projects within its respective area.
   - Prior to MPO/RTPO policy board approval, each MPT/RTPO forwards the prioritized project applications to WSDOT Headquarters Highways and Local Programs for review of project eligibility.
   - After the policy board approval, each MPO/RTPO submits its prioritized projects to WSDOT Headquarters Highways and Local Programs.

- The TIB reviews the project's proposals and recommends funding for projects, giving equal consideration to:
  - Local priorities as established by the MPO/RTPO.
  - Diversity of projects.
  - Statewide distribution of funding.
- The TIB submits their recommendations to the Legislative Transportation Committee in January.
- Headquarters Highways and Local Programs staff informs applicants of their approved projects.
- Local agencies initiate their projects following the procedures in the LAG manual.

d. Railway-Highway Grade Crossing Program (Chapter 32 for special requirements)

1. Objective — reduce fatalities, injuries, and damages through improved railway-highway crossings.
2. Eligibility — a crossing on any public road is eligible to receive federal funds. At least half of the available funds shall be designated for the installation of protective devices at railway-highway crossings.
3. Typical Projects — eligible projects include installation of standard signs and markings at all public crossings, installation of train-activated warning devices (crossing surfaces), approach work, illumination for safety, etc.
4. Matching Requirement — federal aid 100 percent with no local match required. See Chapter 32 for more detail.
5. Application Procedures:
   (a) Upon receipt of federal aid allocations, Highways and Local Programs periodically solicits project proposals from local agencies.
   (b) The request for submittal of project proposals outlines general requirements that projects must meet in order to be considered for funding.
   (c) Project proposals are analyzed and prioritized and projects are selected in cooperation with the Washington Utility and Transportation Commission staff.
   (d) Agencies are notified regarding funding for their projects.

e. Safety Program (STPS)

1. Objective — improve specific locations which constitute a danger to vehicles or pedestrians as shown by frequency of accidents. Danger to bicyclists is now included in survey of hazardous locations.
2. Eligibility — projects must be located on a public road system. These projects may include (but are not limited to):
   - Intersection improvements
   - Alignment changes
   - Installation of railroad and other protective devices, etc.
   - Opened to Interstates (previously excluded), any public transportation surface facility, and any public bicycle or pedestrian pathway or trail.
   - Traffic calming.

   Major reconstruction of appreciable lengths of roadway will not qualify for funding under this program.
3. Funding — federal aid 90 percent with 10 percent local match.
4. Application Procedures:
   (a) Upon receipt of federal aid allocations, Highways and Local Programs periodically solicits project proposals from local agencies.
   (b) The request for submittal of project proposals outlines general requirements that projects must meet in order to be considered for funding.
   (c) All submittals are prioritized. The number of projects selected depends upon the availability of funds.
   (d) Agencies are notified regarding funding for their projects.

.33 Bridge Replacement and Rehabilitation Program (BRR) (refer to Chapter 34 for more detail)

a. Objective — replace or rehabilitate roadway bridges over waterways, other topographical barriers, other roadways, railroads, canals, ferry landings, etc., when those bridges have been determined deficient because of structural deficiencies, physical deterioration, or functional obsolescence.

b. Eligibility — bridges on public roads are eligible for funding. Funding for rehabilitation, seismic retrofit, and painting are eligible.

   Long approach fills, connecting roadways, interchanges, ramps, and other extensive earth structures, when constructed beyond the attainable touchdown point are, in general, ineligible for federal participation in the bridge program.

   Bridges replaced using FHWA funds are not eligible for additional funding for a 10-year period.

   Bridges rehabilitated using FHWA funds are not eligible for additional funding for a 15-year period as adopted by the Bridge Replacement Advisory Committee (BRAC).

c. Typical Projects — projects eligible for funding may include (but are not limited to) the following:

   1. Total replacement of a deficient bridge at or near its existing location.
   2. Total replacement of a deficient bridge by a new structure in the same general corridor.
   3. Removal of a deficient structure and provision of alternate access at or less than the cost of replacement.
   4. Rehabilitation or replacement of major structural members that increase the structural integrity and life of the bridge. This may include seismic retrofitting and painting of structure.

d. Matching Requirement — see Chapter 34 for details.

e. Application Procedure

   1. All local agencies must inventory their structures in accordance with the National Bridge Inspection Standards (NBIS) and Washington State Law, with the results being entered according to the *State of Washington Inventory of Bridges and Structures* (SWIBS) procedures.
   2. From the inventory data, a priority listing is established. Bridges are funded on a priority basis as funds become available. Projects are evaluated and selected on a priority basis by BRAC which is composed of three representatives each from the counties, cities, and WSDOT.

      For procedures for applying for seismic retrofitting or painting categories, contact the Region Local Programs Engineer.
   3. Agencies are notified of project selection.

.34 Congestion Management/Air Quality (CM/AQ)

a. Objective — fund transportation projects and programs that will contribute to attainment of National Ambient Air Quality Standards (NAAQS). Although the primary emphasis is on ozone and CO levels in nonattainment areas, some transportation projects and programs addressing air pollution with particulate matter greater than 10 microns (PM-10) may be eligible under certain conditions. TEA-21 expands the areas that are eligible to receive CM/AQ funding to include:
   - PM-10 nonattainment and maintenance areas
   - Areas designated as nonattainment under the 1997 revised air quality standards.

   TEA-21 also limits eligibility of nonattainment and maintenance areas designated prior to December 31, 1997, to areas classified submarginal through extreme for ozone, and moderate or serious for CO and PM-10.

   The primary intent is for these projects and programs to result in tangible reductions in ozone precursor and CO emissions within a timeframe to allow attainment as provided in the Clean Air Assistant Act (CAAA) of 1990. It is important to note that the Clean Air Act requires highest priority be given to the implementation of the transportation portions of applicable SIPs and TCMs from applicable SIPs.

b. Eligibility — all projects eligible for CM/AQ funds must be included in a conforming transportation plan and TIP, and conform to the requirements of the Clean Air Act. They must also meet the National Environmental Policy Act (NEPA) and be a part of the STIP.

Projects that are eligible for CM/AQ funds include the following. Other projects and programs may also be considered for funding if the activities are innovative and based on promising technologies and feasible approaches which will improve air quality.

- transportation activities in an approved SIP
- transportation control measures (TCMs)
- bicycle and pedestrian facilities and programs
- management systems
- traffic monitoring, management, and control operations
- emission inspection/maintenance programs
- public transit projects
- highway and transit maintenance and reconstruction projects
- planning and air quality monitoring projects
- public/private initiatives
- extreme low-temperature cold start programs
- Magnetic Levitation Transportation Technology Deployment program projects.

Air quality benefits must be determined and documented to have projects qualify for CM/AQ funds.

CM/AQ funds cannot supplant existing funds. If CM/AQ eligible work is included within a project that is funded by another federal fund source, the CM/AQ eligible work must be funded using the federal fund source for the rest of the project.

Project planning activities are eligible only if the project leads directly to construction of a CM/AQ project; that is, system planning and other nonproject specific planning is not eligible. Developing computerized systems, such as a Geographic Information System, are not eligible. Studies to analyze future transportation needs are eligible only to the extent they are needed to develop project specific construction plans.

Travel demand programs are eligible if the air quality benefits are determined and documented.

Sidewalk extensions and wheelchair ramps are eligible if they are incidental to an eligible CM/AQ project, but are not eligible if they are constructed as modifications to existing curbs.

Paving projects for dust control are eligible only in areas where PM-10 nonattainment has been attributed to transportation sources.

Purchasing of alternate fuel buses and refueling stations for bus fleets requires transfer of CM/AQ funds to FTA and an eligibility determination by FTA.

Transit conversion to alternate fuel requires transfer of CM/AQ funds to FTA and a determination of eligibility by FTA.

Converting municipal fleet operations to alternate fuel source such as compressed natural gas is eligible in areas that require conversion as a measure to meet noncompliance in the Clean Air Act.

Personal rapid transit systems require transfer of CM/AQ funds to FTA and an eligibility determination by FTA.

c. Matching Requirement — Federal participation for most CM/AQ projects is 80 percent which is increased to 86.50 percent due to public lands adjustments. Pedestrian and bicycle activities are limited to 80 percent federal participation. Some activities on the Interstate System can be 90 percent federal participation.

d. Application Procedure — These funds are dedicated to the three Washington State air quality nonattainment areas in the Central Puget Sound, Vancouver, and Spokane areas. Projects are selected and prioritized by the Transportation Management Areas (TMAs) for these regions. The CM/AQ project selection process is:

   1. The TMA publishes a request for projects with specific criteria. This is done typically each year. Project criteria will vary between regions.

   2. The agency submits candidate projects to the TMA in response to the TMA request. An estimate of the reduction in emissions from the proposed project is required with the project submittal.

   3. The TMA prioritizes the submitted projects. Projects that implement the SIP for air quality will receive highest priority.

   4. Projects are selected by the TMA based upon the priorities and available funds for inclusion in the TIP and STIP.

For more information, contact the TMA in your region:

- Central Puget Sound Area — Puget Sound Regional Council (PSRC)
- Spokane Area — Spokane Regional Transportation Council (SRTC)
- Vancouver Area — Southwest Washington Regional Transportation Council (SWRTC)

The TMA staff informs the local agencies of the project selections. Local agencies initiate projects following the procedures in the LAG Manual.

.35 Emergency Relief (ER) **Program** (refer to Chapter 33 for details)

a. Objective — repair or reconstruct roadways and bridges on federal aid routes which have suffered serious damage as a result of natural disasters such as floods, hurricanes, tidal waves, earthquakes, severe storms, landslides, or as a result of catastrophic failures from any cause.

b. Eligibility — must have a declared emergency. This fund applies to emergency related repairs on federal aid routes only. Eligible expenditures are those for preliminary engineering, right-of-way, and permanent and emergency construction to restore essential travel, protect remaining facilities, and restore facilities to predisaster conditions.

c. Matching Requirement — federal reimbursement is made at the rate of 100 percent of eligible costs for emergency repairs accomplished within 180 days after the actual occurrence of the disaster. Repairs performed beyond 180 days of the occurrence will be funded at the current program participation ratio for the federal aid program affected.

   Generally, permanent restorations or reconstruction will be funded at the current participation ratio regardless of when accomplished.

d. Application Procedure — before emergency funds can be made available:

   1. The Governor must declare an emergency.
   2. An application for assistance to FHWA must be made by the state.
   3. The U.S. Secretary of Transportation must approve the emergency relief funding. For more details, see Chapter 33.
   4. Notification of selected projects by FHWA.

.36 National Highway System. The National Highway System (NHS) was authorized by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991. Projects constructed on NHS routes are discussed in Chapter 63.

Purpose

The NHS is to provide an interconnected system of principal arterials and other highways to serve major population centers, international border crossings, ports, airports, public and intermodal transportation facilities, and other major travel destinations to meet national defense needs and to serve interstate and interregional travel.

Extent

The targeted NHS length in Washington State is 3,368 miles (5 419 kilometers) composed of 2,610 rural miles (4 199 rural kilometers) and 758 urban miles (1 220 urban kilometers). Approximately 118 local agency miles (190 kilometers) are included.

Routes which serve major ports, airports, international border crossings, public transit and intermodal transportation facilities, and routes on the Strategic Highway Network (STRAHNET) system can be minor arterials or collectors.

Routes on the NHS must be constructed to the appropriate federal functional classification standards. WSDOT must approve all deviations from these standards; the standards apply to the route regardless of the source of funds for the project.

Any route that provides parallel service to limited access NHS routes may also receive NHS funding even if the parallel route is **not included** on the NHS. Improving the parallel route, however, must benefit the NHS route.

Type of Eligible Projects

That portion of NHS funds attributable each year to local agencies will be exchanged within WSDOT for state Surface Transportation Program (STP) funds. The exchange does not in any way change jurisdictional responsibility for improvements and maintenance of routes designated as NHS.

The local NHS centerline miles represent 3.5 percent of the total NHS centerline miles for the state. Fund distributions to lead regional project selection agencies will be based on the proposed NHS mileage submitted to the FHWA.

Lead agencies are urged to consider the mileage contribution of each agency when selecting projects to be funded with these additional STP funds. Additional STP funds must be included in the TIP/STIP.

Until further notice, the standards used on the NHS system should be the functional classification standards applicable to the given roadway section.

12.4 FHWA Discretionary Programs

The FHWA administers some discretionary programs through its various offices. These discretionary programs represent special funding categories where FHWA solicits for candidates and selects projects for funding based on applications received. Each program has its own eligibility and selection criteria that are established by law, by regulation, or administratively. Below is a brief description of these programs.

.41 National Corridor Planning and Development (NCPD) Program and Corridor Border Infrastructure (CBI) Program (Corridors and Borders) Section 1118 and 1119

Purpose of Programs

The purpose of the National Corridor Planning and Development Program is to provide allocations to states for coordinated planning, design, and construction of corridors of national significance, economic growth, and international or interregional trade.

The purpose of the Coordinated Border Infrastructure Program is to improve the safe movement of people and goods at or across the border between the United States and Canada and the border between the Untied States and Mexico.

Funding Requirements

Funds for these projects must be obligated during the fiscal year in which the funds have been authorized and projects selected. The local match required is 13.5 percent.

Eligibility

Eligibility for funds from the NCPD and CBI programs are limited to high priority corridors identified in Section 1105© of the ISTEA, as amended.

Types of projects eligible for NCPD funding include:
- Feasibility studies.
- Comprehensive corridor planning and design activities.
- Location and routing studies.
- Multistate and intrastate coordination for corridors.
- Environmental review or construction of a section of corridor identified in the State's approved Corridor Plan.

Types of projects eligible for CBI funding must be in a border region (within 62 miles of the US/Canada) and include:
- Improvements to existing transportation and supporting infrastructure that facilitate cross border vehicle and cargo movements.
- Construction of highways and related safety enforcement facilities that will facilitate vehicle and cargo movements related to international trade.
- Operational improvements, including improvements relating to electronic data interchange and use of telecommunications, to expedite cross border vehicle and cargo movement.
- Modifications to regulatory procedures to expedite cross border vehicle and cargo movements.
- International coordination of planning, programming, and border operation with Canada relating to expediting cross border vehicle and cargo movements.
- Activities of Federal inspection agencies.

Solicitation and Selection

Project applications are called for each FFY and coordinated through WSDOT, who forwards them to the FHWA Division office. FHWA intends to use a flexible interpretation of the programs selection criteria to evaluate projects for funding.

.42 Ferry Boat Discretionary Program

Purpose of Programs

The Ferry Boat Discretionary (FBD) Program, provides a special funding category for the construction of ferry boats and ferry terminal facilities.

Funding Requirements

The local match required is 20 percent.

Eligibility

FBD funds are available for improvement to ferry boats, ferry boat terminals and activities where:

- The ferry facility is providing a link on a public road (other than Interstate) or the ferry facility is providing passenger only ferry service.
- The ferry and/or ferry terminal to be constructed or improved is either publicly owned, publicly operated, or a public authority has majority ownership interest where it is demonstrated that the ferry operation provides substantial public benefits.
- The ferry does not operate in international water except for ferries between a State and Canada.

Solicitation and Selection

Project applications are called for each FFY and coordinated through WSDOT, who forwards them to the FHWA Division office. Although there is no statutory criteria, FHWA will consider national geographic distribution among all of the programs as well as congressional direction.

.43 Public Lands Highways Discretionary Program

Purpose of Programs

The Public Lands Highway (PLH) Program is to improve access to and within the Federal lands of the nation.

Funding Requirements

The federal share of the costs for any project eligible under this program is 100 percent.

Eligibility

PLH funds are available for transportation planning, research, engineering, and construction of the highways, roads, and parkways, or of transit facilities within the Federal public lands and may also include:

- Transportation planning for tourism and recreational travel, including the National Forest Scenic Byways Program, Bureau of Land Management Back Country Byways Program, National Trail System Program, and other similar Federal programs that benefit recreational development.
- Adjacent vehicular parking areas.
- Interpretive signage.
- Acquisition of necessary scenic easements and scenic or historic sites.
- Provision for pedestrians and bicycles.
- Construction and reconstruction of roadside rest areas, including sanitary and water facilities.
- Other appropriate public road facilities such as visitor centers.

Solicitation and Selection

Project applications are called for each FFY and coordinated through WSDOT, who forwards them to the FHWA Division office. Although there is no regulatory criteria, FHWA will consider national geographic distribution among all of the programs as well as congressional direction.

.44 National Scenic Byways Program

Purpose of Programs

The purpose of the program is to recognize and enhance routes that have outstanding scenic, historic, cultural, natural, recreational, and archaeological qualities, and support state scenic byway programs. This is accomplished through discretionary grant funding and general technical guidance. This program also designates “National Scenic Byways” (NSB) and “All American Roads” (AAR), selected from the most regionally and nationally significant state designated, and federally owned land management agency routes. As of 2000, FHWA has designated 15 All American Roads and 66 National Scenic Byways.

Funding Requirements

The required applicant match is 20 percent.

Eligibility

Basic eligibility requires that routes must:

- Be accessible to two-wheel drive vehicles.
- Be in a state designated scenic system or a federally owned road.
- Have a corridor management plan completed or in progress at the time of application.
- Have construction projects located on or contiguous to the route’s right-of-way.

Scenic Byways funds are available for:

- Planning, design and development of a statewide scenic byway program.
- Development and implementation of a corridor management plan to maintain the scenic, historic, recreational, cultural, natural, and archaeological characteristics of a state designated route while providing for accommodation of increased tourism and development of related amenities.
- Safety improvements to a state designated route, National Scenic Byway, or All-American Road to the extent that the improvements are necessary to accommodate increased traffic and changes in the types of vehicles using the highway as a result of the designation.
- Construction along a state designated route, NSB, or AAR of facilities for the use of pedestrians and bicyclists, rest areas, turnouts, highway shoulder improvements, passing lanes, overlooks, and interpretive facilities.
- Improvements to a state designated route, NSB, or AAR that will enhance access to recreational area, including water-related recreation.
- Protection of scenic, historic, recreational, cultural, natural, and archaeological resources in an area adjacent to a state designated route, NSB, or AAR.
- Developing and providing tourist information to the public, including interpretive information about the state designated route, NSB, or AAR.
- Development and implementation of a scenic routes marketing program.

.45 Transportation and Community and System Preservation Pilot Program

Purpose of Programs

The Transportation and Community and System Preservation (TCSP) Pilot program is a comprehensive initiative of research and grants to investigate the relationships between transportation and community and system preservation and private sector-based initiatives. The grants are to plan and implement strategies that improve the efficiency of the transportation system; reduce environmental impacts of transportation; reduce the need for costly future public infrastructure investments; ensure efficient access to jobs, services and centers of trade; and examine private sector development patterns and investments that support these goals.

Funding Requirements

The federal share of the costs for any project eligible under this program can be up to 100 percent.

Eligibility

Activities eligible for TCSP funding include activities eligible for Federal highway and transit funding or other activities determined by the Secretary to be appropriate. Where possible grants will be awarded for new and innovative activities.

Solicitation and Selection

Project applications are called for each FFY and coordinated through WSDOT, who forwards them to the FHWA Division office. FHWA uses a flexible interpretation of the programs selection criteria to evaluate projects for funding.

12.5 Transfer of STP, Enhancement, and CM/AQ Funds to the Federal Transit Administration (FTA)

Funds may be transferred from FHWA to FTA for projects that are eligible under FTA. If the project is a traditional transit project, it should be transferred to FTA. If the project involves construction of roads or highways, it should stay with FHWA. For projects that are not clearly transit or highway, the project sponsor should select the administering federal agency. This selection should be done in informal consultation with the two agencies and the Washington State Department of Transportation. Park and ride lots, Transportation Demand Management (TDM) activities, and intermodal facilities might be eligible under both agencies' programs.

This matrix illustrates the FTA transfer options:

Options for Federal Management Grantee

	FTA	FHWA
Transit Rolling Stock	X	
Park and Ride Lots	X	X
Pedestrian Ways	X	X
Refueling Bus	X	
Carpool and Vanpool	X	X
Regional Rideshare	X	X
Commute Trip Reduction	X	X
Bikeways		X
Intermodal Station	X	
Bus and Signal Priority		X
Transit Maintenance and Operations	X	
Ferry Terminals	X	X
Passenger Ferry Vessels	X	
People Mover	X	
Auto Ferry Vessels-Metro (Puget Sound)	X	
Auto Ferry Vessels-Rural		X

If the project is to be implemented through FTA, generally the whole project, including all phases, should be transferred. In some instances (some transit planning studies and selected projects not clearly defined above), funds to a transit agency may be approved though FHWA. Generally, these projects will have their scope of work and administrative oversight administered through WSDOT's Public Transportation and Rail Division.

Once FTA has reviewed the application and it is complete and ready for approval, Highways and Local Programs will request the transfer of funds from FHWA to FTA. FHWA action to transfer the funds is considered an obligation against the highway obligation ceiling. FTA will subsequently make a grant utilizing the transferred funds.

12.6 Appendixes

12.62 MPO Planning Flow Chart

12.63 Map of MPOs and RTPOs

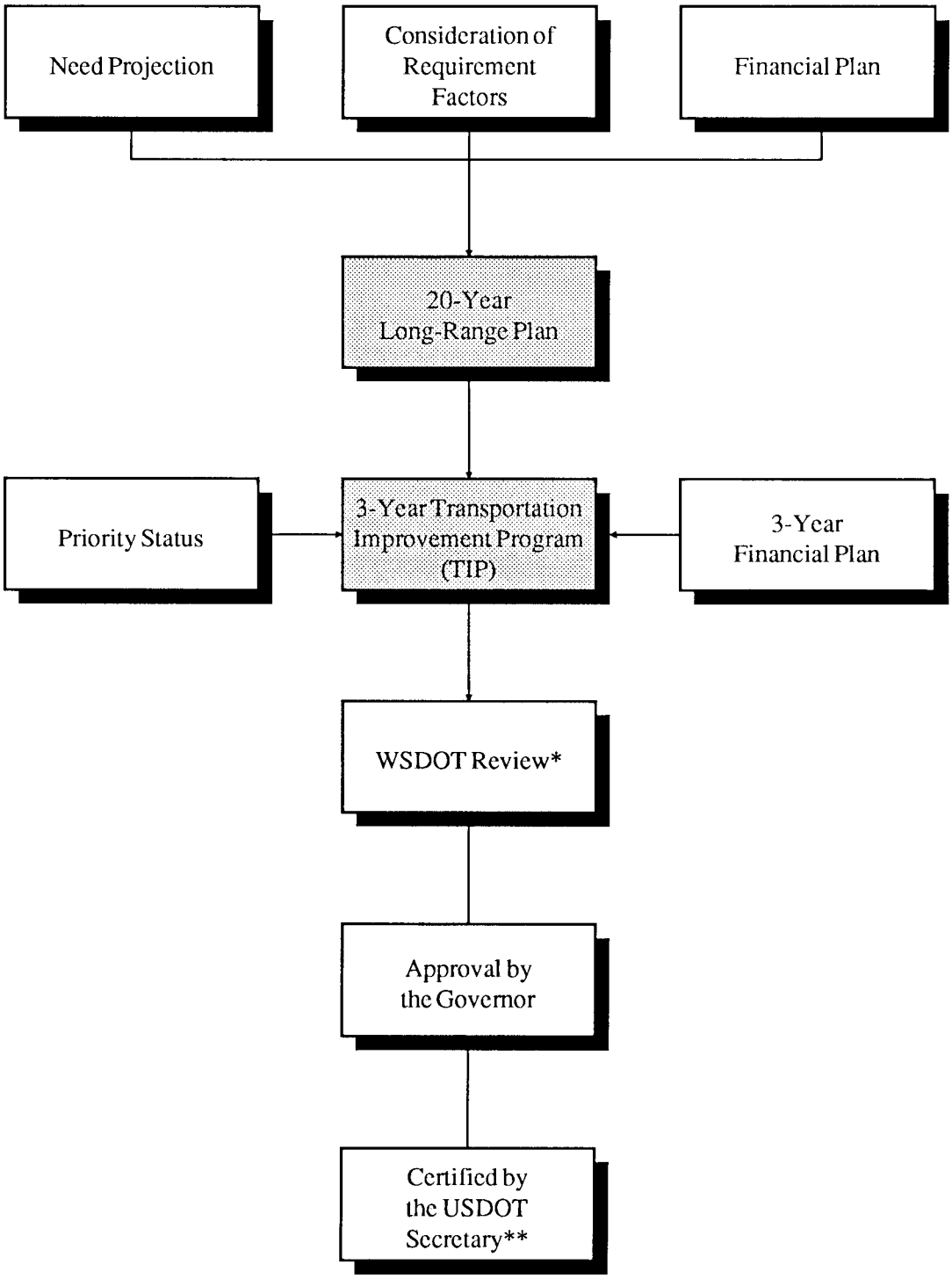
12.64 Vacant

12.65 MPO/RTPO Directory

12.66 STP Lead Agencies

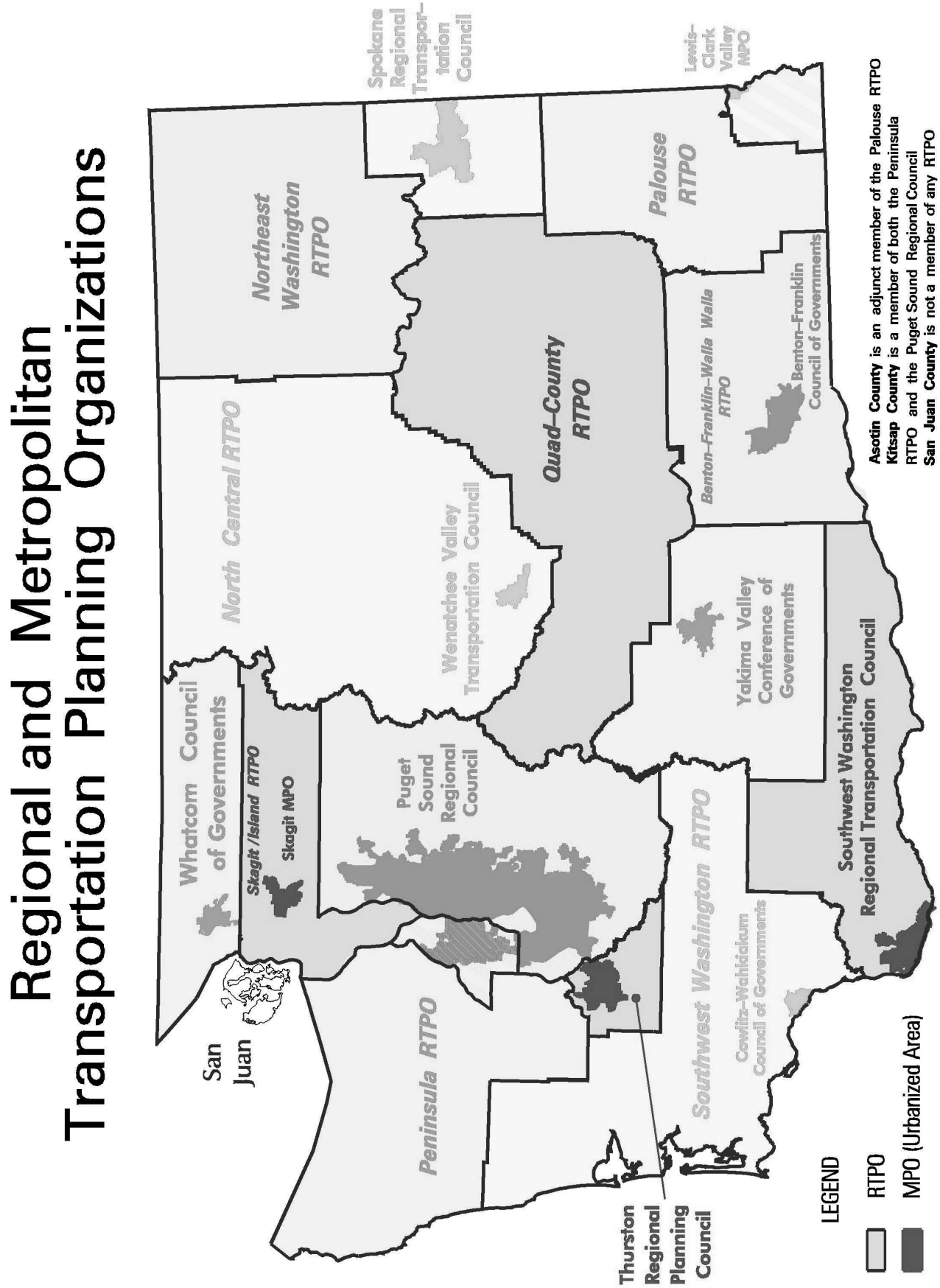
12.67 Six Year Transportation Program Instructions

12.68 Six Year Transportation Program Worksheet



*TMAs exempted.
**TMAs only.

Figure 1-1
Regional Planning and Programming Process
(Simplified Chart for MPOs)


Regional and Metropolitan
Transportation Planning Organizations
Spokane Regional Transportation Council
Lewis-Clark Valley MPO
Northeast Washington RTPO
Palouse RTPO
Quad-County RTPO
Benton-Franklin-Walla Walla RTPO
Benton-Franklin Council of Governments
North Central RTPO
Wenatchee Valley Transportation Council
Yakima Valley Conference of Governments
Southwest Washington Regional Transportation Council
Whatcom Council of Governments
Skagit/Island RTPO
Skagit MPO
Puget Sound Regional Council
Southwest Washington RTPO
Cowlitz-Wahkiakum Council of Governments
San Juan
Peninsula RTPO
Thurston Regional Planning Council
Asotin County is an adjunct member of the Palouse RTPO
Kitsap County is a member of both the Peninsula RTPO and the Puget Sound Regional Council
San Juan County is not a member of any RTPO
LEGEND
RTPO
MPO (Urbanized Area)

MPO/RTPO	Counties	Lead Agency
* Benton-Franklin Council of Governments (BFCG) Benton-Franklin Walla Walla RTPO (BFWW)	Benton Franklin Walla Walla	BFCG 1622 Terminal Drive PO Box 217 Richland, WA 99352-0217 Phone: (509) 943-9185 Fax: (509) 943-6756 Gwen Luper, Executive Director gwen-bfcog@transedge.com Mark Kushner, Transportation Director, mark-bfcog@transedge.com Ken Alford, Transportation Planner ken-bfcog@transedge.com Len Pavelka, Transportation Planning Specialist 3 len-bfcog@transedge.com Brian Malley, Transportation Planner/Modeler, brian-bfcog@transedge.com
* Cowlitz-Wahkiakum Council of Governments (CWCOG) Southwest Washington RTPO (SWRTPO)	Cowlitz Grays Harbor Lewis Pacific Wahkiakum	Cowlitz-Wahkiakum Council of Governments 207 4th Avenue N Administration Annex Kelso, WA 98626-4195 Phone: (360) 577-3041 Fax: (360) 425-7760 Steve Harvey, Director, steveharvey@cwcog.org Rosemary Siipola, Transportation Planner/Manager, rsiipola@cwcog.org Anisa Kisamore, Accountant, akisamore@cwcog.org Erin Dahlquist, TIP,modeling edahlquist@cwcog.org
Lewis Clark Valley (LCV) MPO	Asotin Nez Perce	Lewis Clark Valley PO Box 759 Asotin WA 99402 Phone: (208) 746-1318 Fax: (208) 746-5595 Steve Watson, Provisional Coordinator, swatson@cityoflewiston.org Don Scheibe, Chair Kevin Poole, Vice Chair
N.E.W. RTPO (Tri-County)	Ferry Pend Oreille Stevens	N.E.W. RTPO 347 W 2nd, Suite A Colville, WA 99114-2300 Phone: (509) 684-4571 Fax: (509) 684-4788 Jeni Forman, Executive Director, jforman@plix.com Nicolee Bradbury, N.E.W. RTPO Chair, kettle@theofficenet.com Dave Keeley, RTPO Coordinator, (509) 684-4571, keeley.tedd@plix.com Rick Galloway, Kalispel Tribe Transportation Planner, goon@earthlink.net

*Indicates also an MPO.

MPO/RTPO	Counties	Lead Agency
Palouse RTPO	Asotin Columbia Garfield Whitman	Palouse Economic Development Council 222 Diagonal Street Clarkston, WA 99403-1935 Phone: (509) 751-9144 Ken Olson, Executive Director, jackt@palouse.org Jim Hudak, Consultant, (509) 334-3579
Peninsula RTPO	Clallam Jefferson Kitsap Mason	Olympic Region MS: 47440 PO Box 47440 Tumwater, WA 98504-7440 Phone: (360) 357-2600 Fax: (360) 357-2601 Randy Hain, Regional Administrator, (360) 357 2605 Bob Jones, Transportation Planning Manager, (360) 357-2630 George Kovich, (360) 704-3207, kovichg@wsdot.wa.gov
* Puget Sound Regional Council (PSRC)	King Kitsap Pierce Snohomish	PSRC 1011 Western Avenue, Suite 500 Seattle, WA 98104-1035 Phone: (206) 464-7090 Fax: (206) 587-4825 Bob Drewel, Executive Director, (206) 464-7515, bdrewel@psrc.org Eli Cooper, Transportation Director, (206) 464-7122, ecooper@psrc.org King Cushman, Regional Strategy Advisor, (206) 464-6174, kcushman@psrc.org Rick Olson, Director, Government Relations, (206) 587-5060, rolson@psrc.org Karen Richter, TIPs, (206) 464-6343, krichter@psrc.org Dick Callahan, TIPs, (206) 464-6171, dcallahan@psrc.org Mark Gulbranson, CEO, Budget/Work Program, (206) 464-7524, mgulbranson@psrc.org Larry Blaine, Forecasting and Modeling, (206) 464-5402, lblaine@psrc.org Joel Pfundt, ITs, (206) 464-7599, jpfundt@psrc.org Larry Chapin, financial, (206) 587-4820, lchapin@psrc.org
QUAD-County RTPO (QUADCO)	Lincoln Grant Adams Kittitas	Adams County (Lead Agency for QUADCO) Department of Public Works 210 W. Alder Ritzville, WA 99169 Phone: (509) 659-3276 Fax: (360) 659-3295 Todd O'Brien, Public Works Director, (509) 659-3277 toddo@co.adams.wa.us Scott Yaeger, financial, (509) 659-3279 scotty@co.adams.wa.us Gerry McFaul, QUADCO Chair, (City Engineer, Moses Lake), (509) 766-9218 or (509) 766-9392 Bill Wiebe, HQ-Olympia, (360) 705-7965

*Indicates also an MPO.

MPO/RTPO	Counties	Lead Agency
* Skagit Council of Governments Skagit/Island RTPO		Northwest Region MS: NB 82 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133-9710 Phone: (206) 440-4000 Fax: (206) 440-4806
	Skagit	Skagit Council of Governments Dan Pike, Transportation Director, (360) 416-7877, danp@scog.net 204 Montgomery Street Mt. Vernon, WA 98273-3843 Phone: (360) 416-7877 Fax: (360) 336-6116 Internet: scog@sos.net
	Island	Island County Public Works Mike Morton, Transportation Planner PO Box 5000 Coupeville, WA 98239 Phone: (360) 679-7331 Fax: (360) 678-4550 Internet: mikem@co.island.wa.us
* Southwest Washington Regional Transportation Council (SWRTC)	Clark Klickitat Skamania	SWRTC 1300 Franklin Street, Floor 4 PO Box 1366 Vancouver, WA 98666-1366 Phone: (360) 397-6067 Fax: (360) 397-6132 info@rtc.wa.gov Dean Lookingbill, Transportation Director, (360) 397-6067 x5208, dean.lookingbill@rtc.wa.gov Lynda David, Senior Transportation Planner, (360) 397-6067 x5205, lynda.david@rtc.wa.gov Gayle Burgess, Accountant, (360) 397-6067 x5210, gayle.burgess@rtc.wa.gov Shinwon Kim, Forecasting, (360) 397-6067 x5213, shinwon.kim@rtc.wa.gov Dale Robins, TIPs, (360) 397-6067 x5212, dale.robins@rtc.wa.gov Bob Hart, Air Quality, (360) 397-6067 x5206, bob.hart@rtc.wa.gov
* Spokane Regional Transportation Council (SRTC)	Spokane	SRTC 221 W First Avenue, Suite 310 Spokane, WA 99201-3645 Phone: (509) 343-6370 Fax: (509) 343-6400 Glenn Miles, Transportation Manager, srtransportation@qwest.net Sue Arnesen, TIPs and Financials, (509) 343-6386 suearnesen@qwest.net

*Indicates also an MPO.

MPO/RTPO	Counties	Lead Agency
* Thurston Regional Planning Council (TRPC)	Thurston	TRPC 2404 Heritage Court SW #B MS: 0947 Olympia, WA 98502-6031 Phone: (360) 786-5480 Fax: (360) 754-4413 Lon Wyrick, Executive Director, wyrickl@trpc.org V. Thera Black, Planner, (360) 786-5480, blackvt@trpc.org Paul Grewster, FFC, Communications, Data, brewstp@trpc.org Jailyn Brown, ITS, Freight, Rail, brownj@trpc.org Karen Parkhurst, ACCT, CTR, Legislative, parkhuk@trpc.org Bhanu Yerra, Regional Planning Engineer, yerrab@trpc.org| Polly Flanagan, Accountant, flanagp@trpc.org
* Wenatchee Valley Transportation Council (WVTC) North Central RTPO (NCRTPO)	Chelan Douglas Okanogan	WVTC 300 South Columbia Street 3rd Floor Wenatchee, WA 98801 Phone: (509) 663-9059 Fax: (509) 663-2022 Jeff Wilkens, Executive Director, (509) 663-9059 x228, jeff@wvtc.org Kerri Sullivan, Transportation Planner, (509) 663-9059 x229, kerri@wvtc.org Kathy Bruno, Administrative Assistant, (509) 663-9059 x230, kathy@wvtc.org
* Whatcom Council of Governments (WCOG)	Whatcom	WCOG 314 East Champion Street Bellingham, WA 98225-4502 Phone: (360) 676-6974 Fax: (360) 738-6232 Jim Miller, Executive Director, jim@wcog.org Gordon Rogers, Deputy Director/Director of Planning, gordon@wcog.org Ron Cubellis, Finance Manager, ron@wcog.org Ellen Barton, Scenic Byways, ellen@wcog.org Leslye Asher, Office Manager, leslye@wcog.ort Hugh Conroy, Project Manager for IMTC, hugh@wcog.org Melissa Miller, Project Assistant for IMTC, melissa@wcog.org Angela Jacobs, Associate Transportation Planner Susan Horst, CTR Program Manager
* Yakima Valley Conference of Governments (YVCOG)	Yakima	YVCOG 6 South Second Street, Suite 605 Yakima, WA 98901 Phone: (509) 574-1550 Fax: (509) 574-1551 Don Skone, Director, skoned@yvcog.org Germaine Beveridge, SeniorTransportation Planner, beveridgeg@yvcog.org Nazmul Alam, Transportation Planner Dorothy Hiatt, Accountant, hiattd@yvcog.org

*Indicates also an MPO.

Adams County
Asotin County
Benton-Franklin Council of Governments
Chelan County
Clallam Long Range Transportation Planning Office
Columbia County
Cowlitz-Wahkiakum Council of Governments
Douglas County
Ferry County
Franklin County
Garfield County
Grant County
Grays Harbor Council of Governments
Island County
Jefferson County
Kittitas County
Klickitat County
Lewis County
Lincoln County
Mason County
Okanogan County
Pacific Council of Governments
Pend Orielle County
Puget Sound Regional Council
San Juan County
Skagit Council of Governments
Skamania County
Southwest Washington Regional Transportation Council
Spokane Regional Transportation Council
Stevens County
Thurston Regional Planning Council
Wahkiakim County
Walla Walla County
Wenatchee Valley Transportation Council
Whatcom County Council of Governments
Whitman County
Yakima Valley Conference of Governments

Six Year Transportation Improvement Program Instructions for Completing the Form

Include all projects regardless of location or source of funds.
Complete the form for the six year program in accordance with the following instructions.

Heading

Agency	Enter name of the sponsoring agency.
County Number	Enter the OFM assigned number (see LAG Appendix 21.44).
City Number	Enter the OFM assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the name of the associated MPO (if located within urbanized area) or RTPO (if in the rural area).
Hearing Date	Enter the date of the public hearing.
Adoption Date	Enter the date this program was adopted by council or commission.
Resolution Number	Enter Legislative Authority resolution number if applicable.

Column Number

1. **Functional Classification**. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

Description

00 - No Classification

Rural (under 5,000 population)	Urban (over 5,000 population)
01 - Interstate	11 - Interstate
02 - Principal Arterial	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

2. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (Mile Post or Street/Road Names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number(s).

Description

01 - New construction on new alignment	07 - Resurfacing	14 - Bridge Program Special
02 - Relocation	08 - New Bridge Construction	21 - Transit Capital Project
03 - Reconstruction	09 - Bridge Replacement	22 - Transit Operational Project
04 - Major Widening	10 - Bridge Rehabilitation	23 - Transit Planning
05 - Minor Widening	11 - Minor Bridge Rehabilitation	24 - Transit Training/Admin
06 - Other Enhancements	12 - Safety/Traffic Operation/TSM	31 - Non Capital Improvement
	13 - Environmentally Related	32 - Non Motor Vehicle Project

5. **Funding Status.** Enter the funding status for the entire project which describes the current status.

S - Project is selected by the appropriate selection body & **funding is <u>secured.</u>**
P - Project is subject to selection by an agency other than the lead and is listed for planning purposes and **funding has <u>not</u> been determined.**

6. **Total Length.** Enter project length to the nearest hundredth mile (or code "00" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

C - Cable TV	S - Sewer (other than agency-owned)
G - Gas	T - Telephone
O - Other	W - Water
P - Power	

Six Year Transportation Improvement Program
Instructions for Completing the Form

8. **Project Phase.** Select the appropriate phase code of the project.

PE - Preliminary Engineering only (or planning)
RW - Right of Way or land acquisition only
CN - Construction only (or transit planning or equipment purchase)
ALL - All Phases from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the month/day/year in **MM/DD/YY** format that the selected phase of the project is actually expected to start.

10. **Federal Fund Sources.** Enter the Federal Fund Source code from the table below.

			FTA Discretionary for Capital Expenditures
BIA	- Bureau of Indian Affairs	5307	- FTA Urban Areas
BR	- Bridge Replacement or Rehab.	5309(Bus)	- Bus
CBDG	- Community Development Block Grant (HUD)	5309(FG)	- Fixed Guideways
		5309(NS)	- New Starts
CMAQ	- Congestion Mitigation Air Quality	5310	- FTA Elderly/Disabled
DEMO	- TEA-21 Demo Projects (Selected)	5311	- FTA Rural Areas
Discretionary	- Ferry Boat Discretionary, Public Lands Highway, Scenic Byways, etc.	REV	- Rural Economic Vitality Program
		STP(C)	- STP Statewide Competitive Program
DOD	- Department of Defense	STP(E)	- STP Transportation Enhancements
IC	- Interstate Construction	STP(S)	- STP Safety Including Hazard and RR
IM	- Interstate Maintenance	STP(R)	- STP Rural Regionally Selected
NHS	- National Highway System	STP(U)	- STP Urban Regionally Selected
		STP	- STP (**WSDOT Use Only**)

11. **Federal Cost.** Enter the total federal cost **(in thousands)** of the phase regardless of when the funds will be spent.

12. **State Fund Code.** Enter the appropriate code for any of the listed funds to be used on this project.

CAPP	- County Arterial Preservation Program	PWTF	- Public Works Trust Fund
CHAP	- City Hardship Assistance Program	RAP	- Rural Arterial Program
TPP	- Transportation Partnerships Program	SCP	- Small City Program
AIP	- Arterial Improvement Program	WSDOT	- WSDOT funding
PSMP	- Pedestrian Safety & Mobility Program	OTHER	- All other unidentified state funds
PTSP	- Public Transportation Systems Program		

13. **State Funds.** Enter all funds from the State Agencies **(in thousands)** of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all the funds from Local Agencies **(in thousands)** of the phase regardless of when the funds will be spent.

15. **Total Funds.** Enter the sum of columns 10, 12, and 14.

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures **(in thousands)** of dollars by year. *(For Local Agency use only.)*

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. ***(This is required for Federally Funded projects.)***

EIS - Environmental Impact Statement
EA - Environmental Assessment
CE - Categorical Exclusion

21. **R/W Certification.** Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. **This is required for Federally Funded projects .**

Six Year Transportation Improvement Program Worksheet

Washington State Department of Transportation

Page 1 **Six Year Transportation Improvement Program**

From _____ **to** _____

Agency: _____

Co. No.: _____ **Co. Name:** _____

City No.: _____ **MPO/RTPO:** _____

Hearing Date: _____ **Adoption Date:** _____

Amend Date: _____ **Resolution No.:** _____

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars: Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information: Federal Funding: Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule (Local Agency): 1st	2nd	3rd	4th Thru 6th	Federally Funded Projects Only: Envir. Type	R/W Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
		from: to:					Totals													No
		from: to:					Totals													No
		from: to:					Totals													No
		from: to:					Totals													No
		from: to:					Totals													No
		from: to:					Totals													No

14.1 General Discussion

The previous three parts of this manual explained how local agencies may qualify to receive Federal Highway Administration (FHWA) funding for their transportation projects. The remainder of the manual explains procedures for developing specific projects.

Once a local agency has qualified to receive FHWA funds, as described in Chapter 12, the next action is to apply for funds to develop specific projects in its transportation program. Depending on their size and complexity, different projects may require different development procedures. The remaining parts of the manual are arranged to reflect these differences.

The next part, "General Project Development," Chapters 21-27, describe activities required during preliminary engineering on all projects.

The part entitled "Special Project Development Processes," Chapters 31-34, describes activities that may be required on some projects.

The parts entitled "Design" and "Construction and Post Construction," Chapters 41-46 and 51-53, offer the local agency a choice of procedures, depending on whether its projects are located in urban or rural areas and whether it or the state will administer its construction contracts.

The part entitled "Miscellaneous," Chapters 61-65, describe the activities that are required on projects with an agency's own forces, for work on transportation enhancements, or work on the National Highway System (NHS).

The specific requirements for a project may change as project development progresses and as more information about a project becomes available. Further details of the specific requirements are shown in the Project Development Process Flow Chart and Checklist. The meanings of unfamiliar terms may be found in the Glossary. Once the local agency has identified the steps required on a particular project, only the parts in the manual that deal specifically with those steps need be referred to.

14.2 Project Development Process Overview

This section describes the project development process by setting forth project phases, documentation requirements, options for construction administration, and required reviews and approvals.

.21 Phases of Authorization. FHWA funds may be authorized for the following project phases:

a. Preliminary engineering (Planning (STP and CM/AQ funds)).

b. Right-of-way acquisition.

c. Construction.

Phase Requirements When Utilizing FHWA Funds

Preliminary Engineering Phase: FHWA Funds in PE Phase Only. For FHWA funds to be used in the PE phase of the project, the environmental documentation including FHWA NEPA approval, must be completed. With no federal funds in the right of way or construction phases, the local agency must still follow federal environmental regulations and the Uniform Relocation Assistance and Real Property Acquisition Policies Act. A NEPA document must be approved by FHWA and all environmental commitments must be incorporated into the right of way and construction phases. Right of way must be acquired per the WSDOT right of way manual and acquisition may proceed during the PE Phase in accordance with the manual. Title 23 USC regulations, including Buy America and Davis-Bacon provisions, do not apply if no FHWA funds are used for construction. Any study projects are excluded from NEPA approval.

Right of Way Phase: FHWA Funds in Right of Way Phase. For FHWA funds to be used in the right of way phase of the project, the environmental documentation including FHWA NEPA approval, approved relocation plan (if applicable), Project Funding Estimate, approved right of way plan must be completed prior to FHWA R/W authorization. All property acquisitions and relocations must be completed prior to advertising the project. All environmental commitments must be incorporated into the R/W and construction phases. Title 23 USC regulations, including Buy America and Davis-Bacon provisions, do not apply if no FHWA funds are used for construction. The right of way must be certified by WSDOT prior to advertising the project, even if no federal funds are used in construction.

Construction Phase: FHWA Funds in Construction Phase. All federal laws are triggered with federal funds in the construction phase; examples include NEPA, Title 23 USC, Uniform Relocation Assistance and Real Property Acquisition Policies Act, Buy America, and Davis-Bacon. After approval of the NEPA document and right of way certification the construction phase can be authorized by FHWA. Once FHWA authorizes construction funding and DBE/training goals are set by H&LP, the local agency has authority to advertise the project.

Documentation Requirements when Utilizing FHWA Funds	**PE Phase:** FHWA Funds in PE Phase Only (1)	**R/W Phase:** FHWA Funds in the R/W Phase. (2)	**CN Phase:** FHWA Funds in the Construction Phase. (3)
Required Documentation			
STIP	x	x	x
Approved NEPA	x(4)	x(4)	x(4)
Approved Relocation Plan (if applicable)		x	
Project Funding Estimate		x	
Approved R/W Plan		x	
WSDOT Approved Right of Way Certification		x	x
DBE/Training Goals			x
Design per LAG Manual			x
Environmental per LAG Manual	x	x	x
R/W Acquisition per LAG Manual		x	x
Construction per LAG Manual			x

(1) Local Agency must provide documentation after completion of the PE phase that the project has been or will be constructed with non-FHWA funds.
(2) Local Agency must provide documentation after completion of the PE and R/W phases that the project has been or will be constructed with non-federal funds.
(3) Local Agency must provide documentation after completion of the CN phase as documented in the LAG manual.
(4) Any environmental commitments must be incorporated into the R/W and /or CN phases.

.22 Documentation Required for Authorization of Funds.

a. Planning With STP Funds. "Urban Transportation Planning" is an interdisciplinary process for developing and monitoring long- and short-range transportation plans and improvement programs. These plans and programs are formulated with due consideration of present and anticipated future social, economic, and environmental factors and the safety and mobility needs of the population of the urban area. It is a dynamic process, in that it is continuously monitored to accommodate changes of land use, economic conditions and other factors influencing travel patterns. Because of the vast amount of capital expenditures required in the implementation of transportation systems (both highway and transit related), these projects could radically influence land use development in an area or region. Due to the substantial influences that transportation improvements have on the character of the land, it is important that transportation improvements reflect the overall regional social and economic objectives pertaining to community development.

   FHWA funded planning activities and studies are identified in Title 23, Part 420 USC, as activities not included in a work program but necessary in development of procedures and project identification.

   For planning and Transportation Demand Management (TDM) funding, the following documents are required:

   1. Project prospectus for planning projects
   2. Local Agency Agreement.
   3. Evidence of STIP inclusion.

b. Preliminary Engineering Funds. When applying for preliminary engineering funds only, the following documents are required:

   1. Project Prospectus (Chapter 21).
   2. Local Agency Agreement (Chapter 22).
   3. Typical sections, vicinity map, and evidence of STIP inclusion.

c. Right-of-Way Funds. When applying for right-of-way funds, after preliminary engineering funds have developed right-of-way plans, the following documents are required, if appropriate:

1. Supplement to original Local Agency Agreement (Chapter 22).
2. FHWA approval of environmental documents (Chapter 24).
3. Relocation plan, if relocation is required (Chapter 25).
4. Right-of-way plan (Chapter 25).
5. Right-of-way Project Funding Estimate or True-Cost estimate (Chapter 25).
6. Evidence of STIP inclusion.

d. Construction Funds. The following documents must be submitted to request construction funds:

1. Supplement to Local Agency Agreement.
2. Right-of-way certification (if required).
3. Final FHWA approval of environmental documents (Chapter 24).
4. Evidence of STIP inclusion.

e. Combined Preliminary Engineering and Construction Funds (no right-of-way acquired). When applying for preliminary engineering and construction funds simultaneously, the following documents are required:

1. Project Prospectus.
2. Local Agency Agreement.
3. Final FHWA approval of environmental documents (Chapter 24).
4. Typical sections, vicinity map, and evidence of STIP inclusion.

.23 Construction Contract Administration. The local agency has the option of:

a. Administering the contract if it has approved certification acceptance procedures and operates in compliance with Chapter 13.

b. Requesting that WSDOT administer the contract.

c. Using its own forces to perform the work if operating under Certification Acceptance (CA) (Chapter 61).

d. Requesting that another public agency (one operating under CA) perform the work (Chapter 13).

e. Performing contract administration by a consultant (Chapter 31 under CA).

f. Referring to Chapter 62 for administering enhancement projects.

.24 Reviews and Approvals. The chart below shows required approvals for NHS and non-NHS projects using local CA or non-CA agencies. These actions apply to the NHS and non-NHS, regardless of project funding source. New/ reconstruction (N/R) includes HOV, park and ride, and PCC pavement rehabilitation projects.

Action	Local non-NHS	Local non-CA non-NHS	LA NHS
a. PE Fund Auth. and Modif./Supp.	F	F	F
b. Exceptions to Design Stan.	S	S	S
c. Design App. (inc. prelim. and adv. detail br. plan app.	L	S	S
d. Experimental Work Plans	F	F	F
e. PS&E Approval	L	S	S
f. State furnished mat., cost-effective etermination	L	S	S
g. Prop item, pub. int. find.	L	S	S
h. Concurrence in Award	L	S	S
i. Buy America Exemption	F	F	F
j. Tied Bids	L	L	L
k. State Forces Work	S	S	S

F = FHWA
S = State
L = Local CA Agency

When the local agency is the approving authority for any phase of work, it must operate within the *Local Agency Guidelines* and all applicable federal, state, and local laws and regulations. As outlined in Chapter 13, WSDOT will monitor the agency's procedures. WSDOT or another CA agency is the approval authority when the local agency is not certified.

14.3 Vacant

14.4 Projects Within Interstate Rights-of-Way

Since all projects within the Interstate rights-of-way (R/W) have the potential to impact safety and operations on the Interstate route, they must incorporate Interstate design criteria and construction quality. It is the Federal Highway Administration's (FHWA) policy that all projects within the Interstate R/W should be administered by WSDOT. However, given the scope and extent of non-Interstate projects within the Interstate R/W, it is recognized that local agency administration of some projects may be acceptable, and all requests will be considered on a case-by-case basis.

Whenever a local agency proposes a project within the Interstate R/W, they must develop an agreement with WSDOT that clearly outlines their duties and responsibilities to maintain the integrity of the Interstate facility, from both the safety and quality perspectives. The agreement should be executed prior to design approval and must be executed prior to advertising for bids. The following requirements must be incorporated into the agreement:

Responsibilities: WSDOT and the local agency must each assign a project engineer.

Design: WSDOT must review and approve all highway plans, profiles, deviations, structural plans, false-work plans, shoring plans, and traffic control plans for any work within the Interstate R/W.

Plans, Specifications, and Estimates: WSDOT must review and approve the plans and specifications for any work within Interstate R/W.

Advertising and Award: The local agency must confer with the WSDOT project engineer on any pre-award issues affecting the quality and timing of the contract.

Construction: All construction, materials, and quality control requirements contained in the current editions of the WSDOT ***Standard Specifications*** and ***Construction Manual*** must be incorporated into the agreement.

Contract Changes: All contract changes affecting work within the Interstate R/W must have the prior concurrence of the WSDOT project engineer.

Final Inspection: The final inspection of the project must be performed by WSDOT Olympia Service Center or the Region Construction (Operations) Engineer and must evidence their approval.

Only local agencies with full certification acceptance authority may enter into such an agreement with the WSDOT.

The agreement must be submitted to FHWA. FHWA reserves the right to assume full oversight of the project.

14.5 Project Development Process Flow Chart and Checklist

The flow chart (see Appendix 14.61) and checklist (see Appendix 14.62) depict the sequence of major activities necessary to develop transportation projects using FHWA funds. The forms required for a project are shown on the list of forms. Since the type of work varies on projects, see the WSDOT *Construction Manual*, Chapter 11, "Forms," for additional required forms.

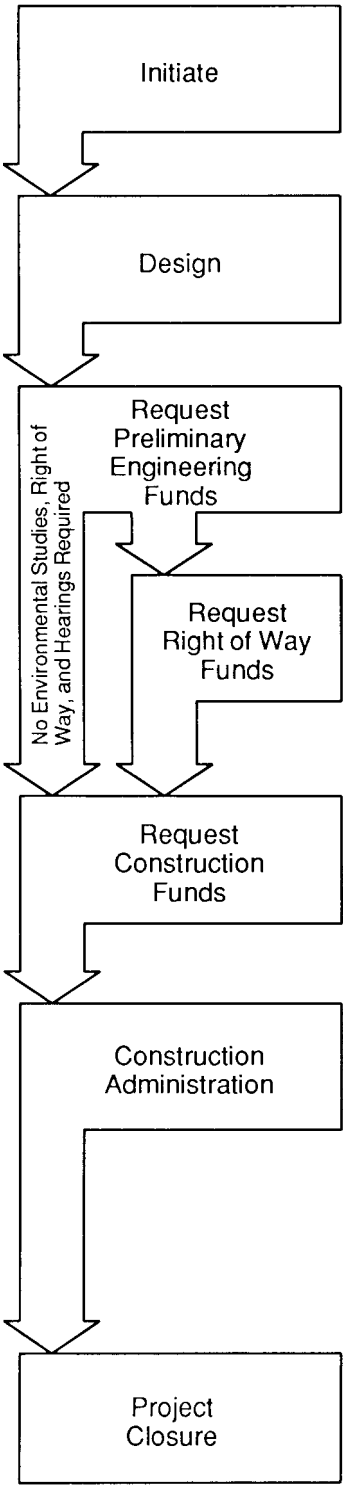
It is recommended that a copy of the checklist be inserted in the project file and used to initiate and document the activities necessary to complete a project.

14.6 Appendixes

14.61 Project Development Process Flow Chart

14.62 Project Development Checklist

Appendix 14.61 Project Development Process Flow Chart



	Process Activities	Chapter Reference
00	Project Development Checklist	12 & 14
00	Included in STIP	
		or
00	Project Development Checklist	
00	Prepare Project Prospectus-Design Report	21 & 43
00	If Applicable, Engage Consultant	31
00	Make Environmental Determination	24
00	If Applicable, Request Design Deviation	41
00	Project Development Checklist	
00	Project Prospectus	21
00	Local Agency Agreement	22
00	If Applicable, Request Design Deviation	41
00	Project Development Checklist	
00	Location/Design, Public Hearing, and Approval	43
00	Complete Environmental Action	24
00	Develop Right-of-Way Plans and Estimate	25
00	Complete Relocation Plan	25
00	Supplement to Local Agency Agreement	22
00	Project Development Checklist	
00	Relocation and Right-of-Way Certification and Project Analysis	25
00	DBE Goals Set	26
00	PS&E Approval	44
00	Supplement to Local Agency Agreement	22
00	For State Ad and Award, Financial Responsibility Letter	44
00	Project Development Checklist	
00	Contract Number From Regional Highways and Local Programs Engineer	46
00	Notice to Minority Contractors Association (see Regional Highways and Local Programs for Distribution Centers)	26
00	Advertise for Bids	46
00	For Certified Agency (CA), Approve Award and Notify Regional Highways and Local Programs Engineer	46
00	For WSDOT Administered Contracts, Award by WSDOT	45
00	Award Data to Regional Highways and Local Programs Engineer	46
00	Preconstruction Conference	52
00	Construction Administration (WSDOT *Construction Manual*)	52
00	Project Development Checklist	
00	Construction Completion Notice to Regional Highways and Local Programs Engineer	53
00	Final Acceptance by FHWA	53
00	Final Billing and Cost Report to Regional Highways and Local Programs Engineer	23 & 53
00	Complete DBE Form	26
00	Final Records	53
00	Audit	53

Project Title: _____

Project Location: _____

Road or Street Number: _____ **FA Program:** _____

Project Initiation
(Chapters 12, 32, and 34)

Initials	Date or N/A	
_____	_____	Project in STIP
_____	_____	Federal aid program form (Sheet 1 of Prospectus) to:
		_____ Metropolitan planning organization
		_____ Or WSDOT (Regional Highways and Local Programs)
_____	_____	Program of project approved by appropriate agency

Project Prospectus
(Chapters 21, 24, 41, and 43)

_____	_____	Sheet 1
		_____ Project information, local agency project number
		_____ Description of proposed work and existing facility
		_____ Cost estimate of all phases
		_____ Proposed obligation date
		_____ Environmental determination (CE, EIS, EA)
		_____ Request species listing from USFWS, NMFS, DNR, and WDFW
		_____ Signature block
_____	_____	Sheet 2
		_____ Geometric design data
		_____ Accident data
		_____ Environmental considerations
		_____ Performance of work
_____	_____	Sheet 3
		_____ Right-of-way relocation
		_____ Utility relocations
		_____ FAA Involvement
		_____ Signature
		_____ 3-R safety checklist, typical roadway, vicinity map
_____	_____	Project application checklist

Local Agency Agreement
(Chapters 22 and 23)

Initials	Date or N/A	
_____	_____	Billing address
		_____ Description of work matches prospectus
		_____ Check math on agreement
		_____ Federal aid matching percentage
		_____ Method of financing
		_____ Agreement signed by approving authority

Request Preliminary Engineering Funds
(Chapter 14)

_____	_____	Project programmed
_____	_____	Project application package to Regional Highways and Local Programs Engineer:
		_____ Project prospectus with attachments
		_____ Local Agency Agreement
		_____ Project application checklist completed
_____	_____	PE funds authorized by Assistant Secretary for Highways and Local Programs

Consultant Selection Process
(Chapter 31)

_____	_____	Independent estimate for consultant services and recommendation (request) to approving authority
_____	_____	Receive approval to advertise for consultant services
_____	_____	Advertise for consultant services
_____	_____	Develop consultant evaluation selection criteria
_____	_____	Select minimum of three best qualified firms
_____	_____	Submit request for approval of selected firm to approving authority
_____	_____	Conduct preaward audit (if necessary) before negotiations
_____	_____	Approving authority approves selection, negotiation begins
_____	_____	Negotiation completed — submit final draft of agreement, etc., to the approving authority
_____	_____	Receive approval from approving authority
_____	_____	Agreement signed by consultant
_____	_____	Agreement executed by approving authority (consultant may now begin work)
_____	_____	Notice to proceed sent to the consultant
_____	_____	Send copy of agreement to Regional Highways and Local Programs Engineer

Consultant Administration
(Chapter 31)

Initials	Date or N/A	
_____	_____	Oversee the consultant's work and billings to ensure compliance with the agreement
_____	_____	Prepare diary to record discussions and visitation with the consultant
_____	_____	Check consultant billings regarding employee classification, wage rate, actual invoices for direct non salary costs, etc.
_____	_____	Enter consultant payment on ledger system
_____	_____	Conduct consultant employee interviews

Environmental Processes
(Chapter 24)

Categorical Exclusion

_____ _____ For Categorical exclusion to be approved by FHWA complete the Biological Assessment (BA) process and Section 106 process

- _____ Submit species listings requests
- _____ Submit determination of APE to SHPO/THPO
- _____ Complete the ECS using the listings
- _____ Submit completed draft BA to WSDOT Regional Highways and Local Programs for review
- _____ Submit completed Section 106 documentation to WSDOT Regional Local Programs for review
- _____ Revise and re-submit BA to Regional Highways and Local Programs Office
- _____ Get concurrence from WSDOT, NMFS, and/or USFWS
- _____ Get concurrence from SHPO/THPO
- _____ Submit concurrence letters for BA and Section 106 requirements, final BA, final Section 106 documentation, and final ECS to Regional Highways and Local Programs Office for FHWA approval

Environmental Assessment

_____	_____	Prepare SEPA checklist for local environmental assessment
_____	_____	Submit draft environmental assessment to Assistant Secretary for Highways and Local Programs
_____	_____	Revise draft environmental assessment
_____	_____	Approve draft environmental assessment
_____	_____	Publish environmental assessment notice
_____	_____	Publish opportunity for public hearing
_____	_____	Submit revised environmental assessment and legal notice to Assistant Secretary for Highways and Local Programs
_____	_____	Finding of no significant impact by FHWA
		-or-
_____	_____	Establish requirement for Environmental Impact Statement

Environmental Impact Statement
(Chapter 24)

Initials	Date or N/A	
_____	_____	Publish notice of intent
_____	_____	Submit interdisciplinary team recommendations to project manager
_____	_____	Develop public involvement plan
_____	_____	Develop data inventory and evaluation from interdiscipinary team
_____	_____	Project manager reviews preliminary discipline reports
_____	_____	Submit preliminary Draft Environmental Impact Statement to Assistant Secretary for Highways and Local Programs
_____	_____	Receive Washington State Department of Transportation comments on above
_____	_____	Submit camera-ready Draft Environmental Impact Statement to Regional Highways and Local Programs Engineer for signature
_____	_____	Receive approval to print Draft Environmental Impact Statement
_____	_____	Submit circulation copies to Regional Highways and Local Programs Engineer
_____	_____	Publish in Federal Register (minimum 45 days comment period)
_____	_____	For state route, obtain Washington State Department of Transportation approval before advertising for public hearing
_____	_____	Advertise opportunity for public hearing
_____	_____	Submit preliminary Final Environmental Impact Statement and draft record of decision to Regional Highways and Local Programs Engineer
_____	_____	Receive comments from Assistant Secretary for Highways and Local Programs
_____	_____	Receive approval to print Final Environmental Impact Statement
_____	_____	Submit final Environmental Impact Statement to Regional Highways and Local Programs Engineer
_____	_____	Receive FHWA approval
_____	_____	Circulate final Environmental Impact Statement
_____	_____	Final record of decision approved by FHWA

Location and Design Approval
(Chapter 43)

Initials	Date or N/A	
_____	_____	Submit project prospectus
_____	_____	Submit design report
_____	_____	Submit pavement design criteria
_____	_____	Meet public hearing requirements
_____	_____	Meet environmental requirements
_____	_____	Concurrence with BA effect determinations
_____	_____	ECS approval by FHWA
_____	_____	For major bridge project, submit type, size, and location study to Regional Highways and Local Programs Engineer
_____	_____	Obtain FHWA approval of the type, size, and location study
_____	_____	For traffic signal projects, submit warrants for signalization to Regional Highways and Local Programs Engineer
_____	_____	Obtain location and design approval
_____	_____	Publish design approval notice

Right-of-Way Funding and Acquisition

Funding (Chapter 14)

_____	_____	Project in STIP
_____	_____	Complete design hearing requirements
_____	_____	Approve right-of-way plan
_____	_____	Submit right-of-way relocation plan (if required) to Regional Highways and Local Programs Engineer
_____	_____	Submit right-of-way acquisition plan, right-of-way project funding estimate or true cost estimate, supplement to Local Agency Agreement and FHWA approval of environmental documents, to Regional Highways and Local Programs Engineer with request for right-of-way funds
_____	_____	Receive authorization to acquire R/W from Assistant Secretary for Highways and Local Programs

Acquisition (Chapter 25)

_____	_____	Acquisition procedures approved by Director of Highways and Local Programs
_____	_____	Set up documentation file for each parcel
_____	_____	Set up commitment file
		Appraisal:
_____	_____	Appraiser meets WSDOT criteria
_____	_____	Give landowner opportunity to accompany appraiser
_____	_____	Signed appraiser certification in file

Initials	Date or N/A	
_____		Appraisal Review:
_____	_____	Appraisal reviewer meets WSDOT criteria
_____	_____	Date of value determination precedes commencement of negotiations
_____	_____	Just compensation set by agency
_____	_____	Signed review appraiser certification in file
_____		Negotiations:
_____	_____	Prepare diary of all owner contacts
_____	_____	Give owner written statement of just compensation (Offer Letter)
_____	_____	Ensure that settlement contains construction clauses
_____	_____	Obtain evidence of clear title
_____	_____	Negotiator disclaimer statement in file
_____		Relocation Plan:
_____	_____	Approved by WSDOT
_____	_____	Send written notice to vacate
_____	_____	Check for filed appeal against local agency offer
_____	_____	Complete relocation
_____	_____	Complete acquisition
_____	_____	Complete administrative settlement documentation
_____	_____	Place a copy of deeds in file
_____	_____	Send:
		_____ Letter of certification
		_____ LPA coordinator conducts certification review
		_____ WSDOT's certification by Real Estate Services, Assistant Director Local Agency Projects

Plans, Specifications, and Estimates
(Chapters 24, 26, 27, and 44)

Initials	Date or N/A	
_____	_____	Review commitment and correspondence file
		When applicable, secure the following permits or interagency coordination:
		_____ Airport roadway clearance from FAA
		_____ Coastal zone management compliance from DOE
		_____ For cultural, archeological, or historic sites SHPO contacted
		_____ Obtain concurrence letters for environmental determination
		_____ Request updated ESA species lists every six months
		_____ When waters modified or controlled, USFWS and State Department of Fisheries and Wildlife consulted
		_____ When stream is affected, permit from DOE
		_____ For timber supporting land, permit from DNR
		_____ When construction might reduce water quality, contact DOE
		_____ For quarries of 2 acres (0.81 ha) and 10,000 tons (9 091 metric tons) or more DNR contacted
		_____ Waters/wetlands — Army Corps of Engineers contacted
		_____ For navigable waterways, permit from Coast Guard obtained
		_____ If wetlands are affected, U.S. Fish and Wildlife Service or National Marine Fisheries Services contacted
		_____ Utility agreement obtained
		_____ Railway agreement(s) obtained
		_____ On all federal aid projects, any revision to Division 1 or Division 1-99 of the Standard Specifications requires prior written approval from Highways and Local Programs
_____	_____	PS&E completed:
		_____ Vicinity map
		_____ Summary of quantities
		_____ Pit, quarry, stockpile, and waste sites
		_____ Reclamation plans
		_____ Roadway sections
		_____ Plans/profiles
		_____ Utility
		_____ Structure notes
		_____ Signing
		_____ Illumination
		_____ Bridge plans
		_____ Traffic control
		_____ Standard plans
		_____ Sheets numbered and dated
		_____ Each sheet signed and stamped by Professional Engineer

	_____	Bridge plans, design calculations, and soil report to Regional Highways and Local Programs Engineer (State Ad and Award only)
	_____	Form FHWA-1273 and latest amendment included
	_____	Log of test borings
	_____	Training requirements
	_____	EEO requirement clauses
	_____	For steel, included Buy America requirement
	_____	Traffic control special provisions
	_____	Specialty items
	_____	General special provisions and amendments arranged in order and indexed
	_____	Project proposal
	_____	Federal Aid Proposal Notices (2 pages)
	_____	Noncollusion Declaration
	_____	Contract
	_____	Certification for Federal Aid Contracts (Lobbying)
	_____	DBE Utilization Certification
	_____	Engineer's estimate complete
	_____	Documentation for each item in engineer's estimate
	_____	Justification for nonparticipating items
	_____	Detailed documentation for lump sum items available in project files
	_____	Estimate to Regional Highways and Local Programs Engineer
	_____	Training goal set by Assistant Secretary for Highways and Local Programs
	_____	DBE goal set by Assistant Secretary for Highways and Local Programs
	_____	Approval of local agency supplied materials
	_____	Sources approved by approving authority
	_____	Approval of stockpiling by Assistant Secretary for Highways and Local Programs (when payment is requested for material when stockpiling aggregates, etc., for use on a future federal aid project)
	_____	Distribution of preliminary plans as determined by local agency
_____	_____	Field review of PS&E (State Ad and Award only)
_____	_____	For tied bids, letter from approving authority
_____	_____	For State Ad and Award, financial responsibility letter with PS&E documents sent to Regional Highways and Local Programs Engineer
_____	_____	PS&E approved by approving authority
_____	_____	Plans, contract specifications and estimate stamped, signed, and dated, and on file in the local agency office
_____	_____	State and federal wage rates added to ad plans
_____	_____	PS&E sent to Regional Highways and Local Programs Engineer

Request Construction Funds
(Chapter 14)

Initials	Date or N/A	
_____	_____	Project in STIP
_____	_____	Send letter with the following attachments to Regional Highways and Local Programs Engineer requesting construction funds:
		_____ Supplement to Local Agency Agreement, if project includes other phases
		_____ Letter of right-of-way certification
		_____ Final FHWA approval of enviornmental documents

Local Ad and Award

Advertise for Bids (Chapter 46)

_____	_____	Get Highways and Local Programs Contract Number _____ from Regional Highways and Local Programs Engineer
_____	_____	Approve ad period of less than 3 weeks
_____	_____	Publish notice of bid opening
_____	_____	Date of publication for sealed bids

Bid Opening (Chapter 46)

_____	_____	Issued addendum (if within one week of bid opening, bid opening should be delayed)
_____	_____	Opened Bids
_____	_____	Prepared bid tabulation sheet
_____	_____	Checked submitted bids for tabulation errors
_____	_____	Completed bid and bidders tabulation sheet
_____	_____	Checked DBE participation project goals — verify DBE certification status
_____	_____	Determine responsive bid
_____	_____	Determine contractor qualifications
_____	_____	Contractor registered by Washington State Department of Labor and Industries
_____	_____	Contractor licensed as required by the laws of the state of Washington
_____	_____	Excluded Parties Listing System checked and documented - (http://epls.arnet.gov)
_____	_____	Award recommendation sent to approving authority
_____	_____	When low bid is over engineer's estimate, submit justification and letter of award recommendation to approving authority
_____	_____	Submit supplement to Local Agency Agreement
_____	_____	Supplement approved by Assistant Secretary for Highways and Local Programs

Award of Contract (Chapter 46)

Initials	Date or N/A	
_____	_____	Establish contract award date _____
_____	_____	Sent "Award Letter" to successful low bidder
_____	_____	Sent "Condition of Award" to successful low bidder if DBE goals are set in the contract
_____	_____	Notify all unsuccessful bidders
_____	_____	Return bid bonds (except for first three)
_____	_____	Notify second and third bidders of holding bid bonds until execution
_____	_____	Sent award data to the Region Local Programs Engineer:

_____ Tabulation of bids
_____ Engineer's estimate
_____ Actual versus estimated costs shown in Local Agency Agreement
_____ Award letter
_____ DBE utilization certification, form 272-056A (if applicable)
_____ Estimated date of contract completion or number of working days for the contract
_____ Names and addresses of all firms that submitted a quote to the successful low bidder

DATE OF AWARD IS CUTOFF FOR CHARGING TO PRELIMINARY ENGINEERING

Construction Administration

Execution of Contract (Chapter 46)

_____	_____	Sent contract and contract bond papers to contractor for signature
_____	_____	"Certificate of Insurance" received from contractor
_____	_____	Approving authority executed contract documents
_____	_____	Notified the contractor by phone of the execution of the contract
_____	_____	Executed a copy of the contract to contractor
_____	_____	Sent notice to proceed to contractor, with cc to Regional Highways and Local Programs Engineer
_____	_____	Returned bid bonds to second and third bidders

Preconstruction Conference (Chapter 51)

_____	_____	Notice of preconstruction conference to:

_____ Contractor
_____ Regional Highways and Local Programs Engineer
_____ Affected utility companies
_____ Police department
_____ Fire department
_____ Hospital
_____ Ambulance service
_____ Post Office
_____ Others _____
_____ _____
_____ _____

Initials	Date or N/A	
_____	_____	Preconstruction conference agenda prepared
_____	_____	Preconstruction conference held
		Minutes of meeting to:
		_____ Contractor
		_____ Subcontractors
		_____ Regional Highways and Local Programs Engineer
		_____ Other attending persons
		_____ Invited but not represented agencies
		_____ Project file
_____	_____	"Training Program":
		_____ Received from contractor
		_____ Approved by agency
_____	_____	"Apprentice/Trainee":
		_____ Approval request from contractor
		_____ Approved by agency

Construction Documentation (Chapter 52)

_____	_____	"Record of Material Testing" received from WSDOT Materials Laboratory
_____	_____	Contractor provides copies of permits obtained from other agencies and/or property owners:
		_____ Washington State Dept. of Wildlife/Fisheries-Hydraulic Permit
		_____ Washington State Dept. of Ecology
		_____ Irrigation Regionals
		_____ Burlington Northern Railroad
		_____ Union Pacific Railroad
		_____ Air Pollution Control Authority
		_____ _____
		_____ _____
		_____ _____
_____	_____	Temporary water pollution control plan approved
_____	_____	Agency requests updated ESA species listing every six months
_____	_____	Approved contractor's progress schedule
_____	_____	Received railroad insurance from contractor
_____	_____	Construction diary started
_____	_____	Inspector's diary started
_____	_____	"Certification of Materials Origin" received from contractor
_____	_____	Material source approval received
_____	_____	Plans for falsework and forms:
		_____ Received from contractor
		_____ Approved by agency

Initials	Date or N/A	
_____	_____	Required job site posters placed by contractor
		_____ FHWA 1495 and 1495A — "Wage Rate Information"
		_____ FHWA 1022 — "Fraud Notice Poster"
		_____ OFCCP-1420 — "EEO is the Law"
		_____ WISHA LI-416-81 — "Safety and Health Protection on the Job"
		_____ Industrial insurance poster — LI-242-91
		_____ Your rights as a worker — F700-053-000
		_____ Family care and maternity — F700-025-000
		_____ Approved "Statement of Intent to Pay Prevailing Wage"
		_____ Copy of wage rates from contract documents
_____	_____	Daily construction signing records started (Checked twice daily and recorded)
_____	_____	Weekly statement of working days started
_____	_____	Material acceptance sampler appointed
_____	_____	Material independent assurance sampler appointed
_____	_____	Appointed office engineer for progress estimates and final records
_____	_____	Obtain a copy of the scale certifications
_____	_____	Daily scale check
_____	_____	Received FHWA Form 1391 for each July from contractor and subcontractors
_____	_____	FHWA Form 1392 prepared and sent to Regional Highways and Local Programs
_____	_____	Received "Request to Sublet Work" and "Subcontractor or Agent Certification" from contractor
_____	_____	Approved request to sublet (subject to 70 percent limit)
_____	_____	Received "Intent to Pay Prevailing Wages" from contractor, subcontractors, and agents
_____	_____	Received approved "Intent to Pay Prevailing Wages" from Labor and Industries (required before first payment)
_____	_____	Checked first certified payroll from contractor and subcontractors to ensure payment of prevailing wages
_____	_____	Conducted random check of each successive payroll
_____	_____	Wage rate interviews conducted
_____	_____	Checked employee interview wage rate against certified payroll and Labor and Industries approved prevailing rate
_____	_____	Assigned Change Order Numbers _____
		(Highways and Local Programs approval required when change order will alter the termini, character, or scope of work. Approval must be obtained before effective date of change order to be eligible for federal participation.)
		_____ Prepare change order that details basis and need for the change
		_____ Extension of time approved _____ days
		_____ Change order signed by contractor
		_____ Change order signed by surety (if required)

Initials	Date or N/A	
		_____ Verbal approval obtained from approving authority
		_____ Signed by approving authority
		_____ Original sent to contractor
		_____ Copy of approved change order sent to Regional Highways and Local Programs Engineer
		_____ Supplement to Local Agency Agreement approved by Assistant Secretary for Highways and Local Programs
_____	_____	Obtained copy of monthly estimate
		_____ Verified and documented that DBE is performing a commercially useful function prior to making a monthly payment
		_____ Prepared estimate
		_____ Checked estimate
		_____ Estimate sent to contractor
		_____ Estimate received from contractor
		_____ Obtain all “Intent to Pay Prevailing Wages” forms (for first month only; no payment can be made to the contractor until the form is received)
_____	_____	Overview of DBE Work (Chapter 26):
		_____ Verify work being done per Condition of Award Letter
		_____ Conduct on-site review(s) of each DBE to determine if the DBE is performing a commercially useful function (CUF)
		_____ Review change orders that affected DBE work
		_____ DBE goal change approved by Assistant Secretary for Highways and Local Programs
_____	_____	Overview of EEO (Chapter 27):
		_____ Agency designates an EEO officer
		_____ Conduct on-site compliance review
		_____ Monitor DOT Form 820-010 each month for each trade
		_____ Notify contractor of compliance or non-compliance with the contract provisions
		_____ Ensure EEO signs are posted

Project Completion
(Chapter 52)

Initials	Date or N/A	
_____	_____	Prefinal inspection by local agency and contractor completed
_____	_____	Final inspection by local construction agency and contractor completed
_____	_____	Report of Non-American Made Material (GSP 0605.GR1) received from contractor
_____	_____	Notice of completion sent to contractor
_____	_____	Extension of time request with justification received from contractor
_____	_____	Extension of time granted, _____ days
_____	_____	Extension of time refused, _____ days _____ liquidated damages
_____	_____	Letter sent notifying contractor of assessed liquidated damages
_____	_____	Copy of completion notice requesting inspection and acceptance by WSDOT and FHWA sent to Assistant Secretary for Highways and Local Programs
_____	_____	Contractor submitted claim _____ No claim submitted
_____	_____	Notice of completion to: _____ Department of Labor and Industries _____ Department of Revenue
_____	_____	FHWA Form 47 required for projects on NHS routes over $1 million _____ Yes _____ No _____ Received from contractor
_____	_____	Received "Affidavit of Wages Paid" from contractor and subcontractors
_____	_____	Received ESA species listing for the project every six months
_____	_____	Received "Quarterly Report of Amounts Credited as DBE Participation" from contractor
_____	_____	Release received from Department of Labor and Industries
_____	_____	Release received from Department of Revenue
_____	_____	Comparison of preliminary and final quantities sent to approving authority
_____	_____	Material certification form sent to approving authority
_____	_____	Completed "Report of Contractor's Performance" for prime contractor
_____	_____	As built plan completed (to be retained indefinitely)
_____	_____	Final record book #1 completed
_____	_____	Final estimate approved by the approving authority
_____	_____	Final estimate received from contractor
_____	_____	Paid final estimate
_____	_____	Released retained percentage from escrow or mailed check to contractor

Project Closure
(Chapters 23 and 53)

Initials	Date or N/A	
_____	_____	Completion letter sent to Regional Highways and Local Programs Engineer (within 15 days after project is completed)
_____	_____	Final billing sent to Regional Highways and Local Programs Engineer (within 90 days after completion)
_____	_____	Completed final field inspection by the Regional Highways and Local Programs Engineer. Deficiencies (if any) will be noted on DOT Form 140-500.
_____	_____	Resolve deficiencies found during the above field inspection
_____	_____	Informed by Regional Highways and Local Programs Engineer of WSDOT final billing approval

24.1 General Discussion

Since this manual provides an outline of the federal procedures that a local agency must follow for a Federal Highways Administration (FHWA) funded project, only compliance with the National Environmental Policy Act (NEPA) will be described in detail. FHWA's approval of NEPA, in particular their signature on the Environmental Classification Summary (ECS), does not signify an approval of the State Environmental Policy Act (SEPA), nor any applicable local, state, and federal permits. Local agencies are responsible for ensuring compliance with SEPA and obtaining all applicable local, state, and federal permits. While the local agency may utilize the analysis completed in the NEPA process to assist in the completion of SEPA and applicable permits, NEPA approval must not be misconstrued as a guaranteed approval of any other local, state, or federal requirement. The local agency must work with other agencies, as appropriate, to provide the required analysis to complete their responsibilities under SEPA and other local, state, and federal permit and process requirements.

Projects involving federal funds, permits, or land are governed by a number of environmental requirements, including but not limited to:

- NEPA of 1969, 42 USC 4321 et. seq.
- Council on Environmental Quality Regulations for Implementing NEPA, 40 CFR, Part 1500, et. seq.
- Federal Highways Administration and Federal Transit Authority, 23 CFR, Part 771
- Environmental Impact and Related Procedures, 49 CFR, Part 622
- Section 7 of the Endangered Species Act (ESA), 50 CFR, Part 402
- Section 106 of the National Historic Preservation Act, 36 CFR, Part 800
- Presidential Executive Order 12898 - Environmental Justice
- Section 4(f) of the U.S. Department of Transportation Act of 1966

Use this manual and the Washington State Department of Transportation's (WSDOT) *Environmental Procedures Manual* (EPM) (M 31-11) and *Reader-Friendly Tool Kit* to conduct all applicable environmental evaluations. The Tool Kit can be found at: http://www.wsdot.wa.gov/environment/compliance/ReaderFriendly.htm and the EPM can be found at: http://www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/EPM/EPM.htm. The EPM provides detailed information on the triggers, process, and documentation requirements related to specific environmental considerations. While this chapter provides detailed information on the coordination processes and some of the documentation requirements associated with specific environmental considerations, the EPM and LAG manuals should be used in conjunction to ensure adequate compliance with NEPA and other federal requirements.

Environmental analysis begins with determining the appropriate project NEPA classification, which is normally one of the initial steps in project development. A project will be classified as one of three defined classes, depending upon the significance of its impacts.

Federal regulations require the use of an interdisciplinary approach to assess a project's social, economic, and environmental impacts. "Interdisciplinary" means integrated consideration of the project's aspects through such disciplines as biology, economics, geology, sociology, planning, and archaeology, in addition to traditional civil engineering expertise. Interdisciplinary requirements for each class of project are discussed in Section 24.3, .4, and .5. The Regional Local Programs Engineer can advise local agencies on how to set up an interdisciplinary approach.

24.2 Project Classification

All projects will be classified as a "Class I", "II", or "III" project, as defined in the following sections. The classification needs to occur as early as possible in the project's development, since the scope of the subsequent environmental analysis and documentation process is dependent upon the project's classification.

If a local agency requires assistance in determining the appropriate environmental classification of a project, they are encouraged to contact the Region Local Programs Engineer to arrange for a field review of the proposed project. The FHWA must be involved in determining if a Class I or III classification is appropriate to undertake. This determination must occur early on, prior to initiating the NEPA process.

Flow charts depicting the NEPA environmental processes for each classification of projects are included in Section 24.24. Definitions of the terms used in these processes are provided in the Appendix.

The following defines the three classifications of NEPA documentation and lists the types of work typically associated with each classification.

.21 Class I – Environmental Impact Statement (EIS). Class I projects include actions that are likely to result in significant impacts to the environment by virtue of their impacts to land use, planned growth, development patterns, traffic volumes, travel patterns, transportation services, natural resources, or due to the likelihood of the project's ability to create significant public controversy.

Projects that typically require an EIS, include, but are not limited to:

a. New construction of a controlled access freeway.

b. A highway project of four or more lanes on a new location.

c. New construction or extension of fixed rail transit facilities (e.g., rapid rail, light rail, commuter rail, automated-guideway transit).

d. New construction or extension of a separate roadway for buses or high-occupancy vehicles not located within an existing highway facility.

It is important to note that these types of projects *typically* require an EIS. This does not mean that these types of projects will always require an EIS. Each project must be evaluated for its potential impacts on the environment – the level of significance associated with each impact will determine the appropriate level of documentation.

The local agency completes a preliminary Local Agency "Environmental Classification Summary" (ECS) form, utilizing known project information, as developed in the planning stage and/or Growth Management Act requirements. The ECS is submitted by the local agency with a Project Prospectus and Local Agency Agreement to the Region Local Programs Engineer for submittal to Highways & Local Programs (H&LP). H&LP will submit the preliminary ECS to FHWA and set up a meeting with the appropriate parties to confirm NEPA classification. The preliminary ECS should identify potential issues associated with each alternative, for each environmental consideration. This information will be used by FHWA to determine the appropriate level of NEPA classification. This step must be completed early on in the process.

Class I projects that also require an individual permit from the United States Army Corps of Engineers (COE) are required to complete the Signatory Agency Committee (SAC) Agreement. The SAC is a collection of federal and state regulatory agencies, WSDOT, and FHWA, which will assist in the development of the NEPA document. The focus of the SAC is on aquatic resources and the process is intended to ensure that the resulting project can be permitted and incorporates appropriate environmental protection measures. Agencies with projects that require completion of the SAC process need to contact the Region Local Programs Engineer. The Region Local Programs Engineer will contact H&LP, which will initiate a meeting between all parties and FHWA. Refer to http://www.wsdot.wa.gov/environment/compliance/SAC_committee.htm for a description of the SAC Process.

All NEPA EIS documents will be written in a format consistent with WSDOT's *Reader-Friendly Tool Kit*.

.22 Class II – Categorical Exclusion (CE). Class II projects are actions that generally do not result in significant impacts.

CEs are actions which meet the definition contained in 40 CFR 1508.4 and, based on previous experience with similar actions, do not involve significant environmental impacts. They are actions which:

- do not induce significant impacts to planned growth or land use for the area;
- do not require the relocation of significant numbers of people;

- do not have a significant impact on any natural, cultural, recreational, historic, or other resource;
- do not involve significant air, noise, or water quality impacts;
- do not have significant impacts on travel patterns;
- do not otherwise, either individually or cumulatively, have any significant environmental impacts.

Any action which normally is classified as a CE, but may involve unusual circumstances will require the FHWA and FTA, in cooperation with the applicant, to conduct appropriate environmental studies to determine if the CE classification is appropriate. Such unusual circumstances may include:

- considerable impacts to the environment;
- substantial controversy on environmental grounds;
- impacts to properties protected by Section 4(f) of the Department of Transportation Act or Section 106 of the National Historic Preservation Act; or
- inconsistencies with any federal, state, or local law, requirement, or administrative determination relating to the environmental aspects of the action.

Appropriate environmental studies may include, but are not limited to, the preparation of a biological assessment, cultural resources survey, Section 4(f) evaluation, noise study, air quality study, and wetlands report. The results of these reports (provided the analysis illustrates a lack of significant impacts) support a documented CE (DCE) determination.

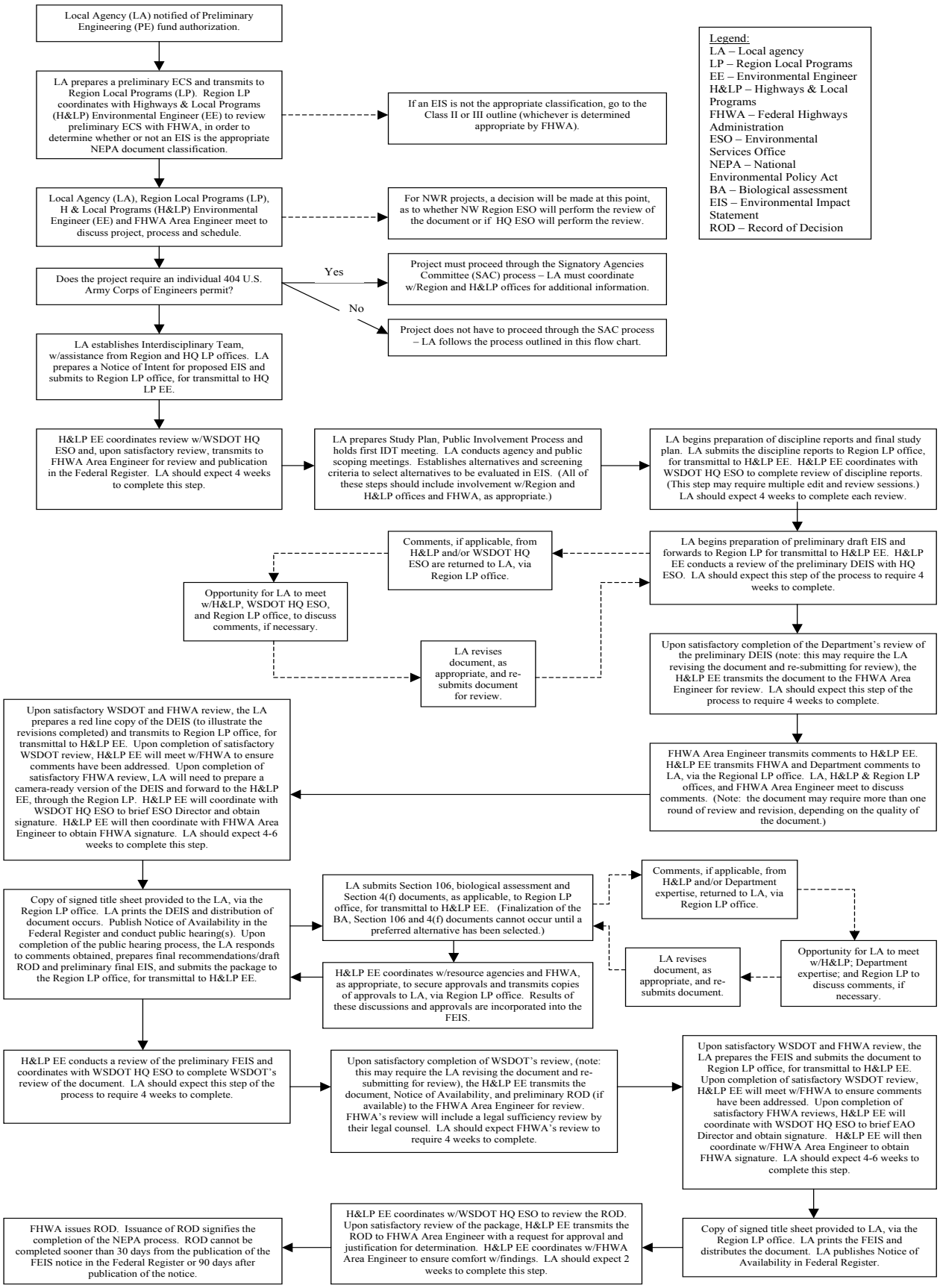
.23 Class III – Environmental Assessment. For actions in which the significance of the impacts of the project on the environment is not clearly established, an EA is prepared to determine the extent of environmental impacts and to determine whether the preparation of an EIS is appropriate. An EIS is not required when the findings of an EA support the issuance of a Finding of No Significant Impacts (FONSI) by FHWA.

The local agency completes a preliminary Local Agency "Environmental Classification Summary" (ECS) form, utilizing known project information, as developed in the planning stage and/or Growth Management Act requirements. The ECS is submitted by the local agency with a Project Prospectus and Local Agency Agreement to the Region Local Programs Engineer for submittal to H&LP. H&LP will submit the preliminary ECS to FHWA and set up a meeting with the appropriate parties to confirm NEPA classification.

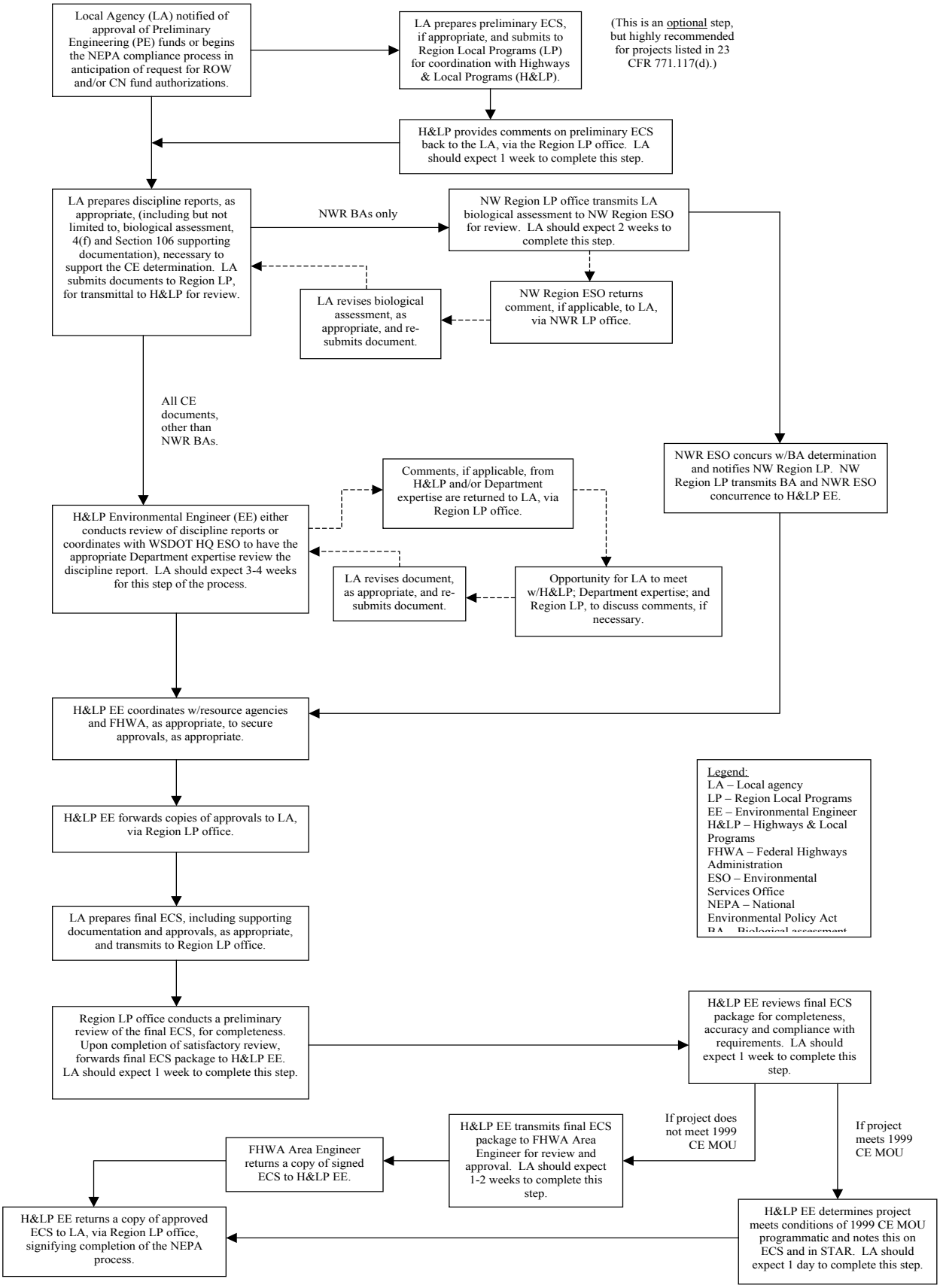
All NEPA EA documents will be written in a format consistent with WSDOT's *Reader-Friendly Tool Kit*.

.24 Progress Flow Charts for Class I, II, and III Projects. The following flow charts illustrate the individual processes that Class I, II and III projects will follow.

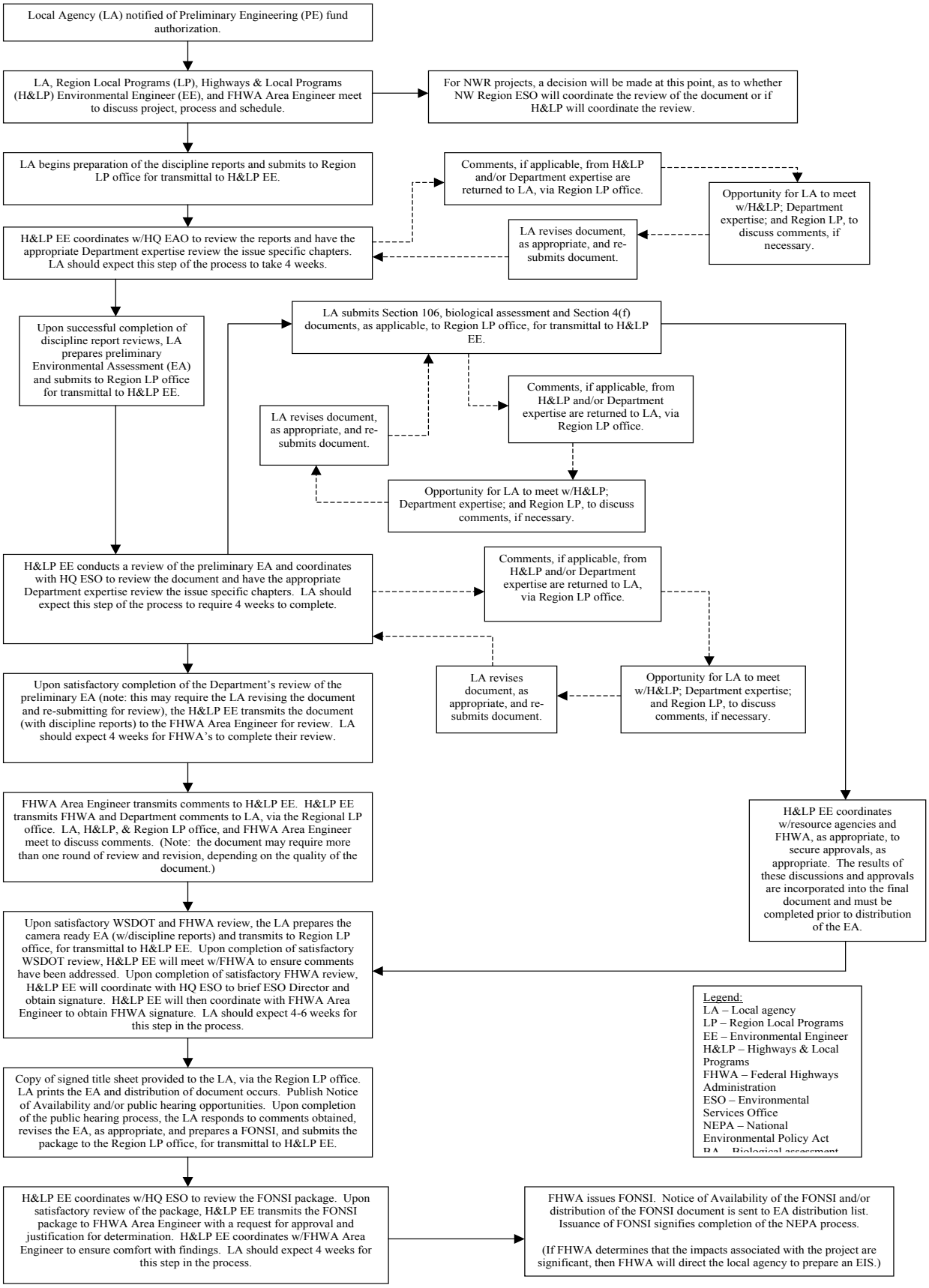
Process Outline for Review and Submittal of Class I Projects (Environmental Impact Statement)
The following outlines the process through which EISs are developed and approved.



Process Outline for Review and Submittal of Class II Projects (Environmental Impact Statement)
The following outlines the process through which EISs are developed and approved.



Process Outline for Review and Submittal of Class III Projects (Environmental Impact Statement)
The following outlines the process through which EISs are developed and approved.



24.3 Procedures for Class I (EIS) Projects

The activities described in this section are summarized on the flow chart for Class I projects contained in Section 24.24.

.31 Notice of Intent. After FHWA authorization of preliminary engineering funds and confirmation of the NEPA classification, the local agency prepares a Notice of Intent (NOI) for publication in the Federal Register advising federal, state, and local agencies that an EIS will be prepared. The contents and guidelines for preparation of the notice are found in FHWA Notice N6640.19 of March 24, 1980. The notice is submitted to the Region Local Programs Engineer, who will forward the NOI to H&LP for transmittal to FHWA. FHWA will forward the NOI for inclusion in the Federal Register.

.32 Cooperating Agencies. The local agency will prepare a list of agencies, which may have a vested interest in the proposed project. Vested interest may be defined, as either a funding partner; ownership of required property; regulatory authority to issue a needed permit; or possession of special expertise within an affected environment.

The local agency will send the proposed list and a draft letter (which outlines the proposed project activities and potential issues) to the Region Local Programs office, which will transmit the documentation to H&LP. H&LP will coordinate with FHWA to send the letters to appropriate agencies. These letters need to be sent out as early as possible, typically prior to formal scoping (see Section 24.34).

The level of involvement of an interested cooperating agency will vary. FHWA, WSDOT, the local agency, and the cooperating agency will meet to define and agree upon roles and expectations at the beginning of the project.

.33 Interdisciplinary Team (IDT). The local agency appoints experts in various disciplines to an IDT, which functions as an advisory board. The IDT provides objective in-depth studies, analyses, reports, guidance, and recommendations concerning the proposed improvements as it relates to social, economic, and environmental issues.

The disciplines and personnel selected for the IDT depend on the nature and magnitude of the project. The local agency may request (through the Region Local Programs Engineer) participation of various WSDOT expertises on the IDT. Participation of WSDOT personnel will occur on an as available basis and may be supplemented by the local agency with consultants, personnel from other federal, state, and local agencies; and the community. The IDT, community groups, and planning agencies may suggest inclusion of additional disciplines.

Duties and responsibilities of the IDT include:

- Review and approval of a study plan and public involvement plan.
- Evaluation of alternative courses of action.
- Preparation of reports (data and conclusion of technical studies; views of citizens, officials, and groups).
- Submission of recommendations to the project proponent.

The local agency, in consultation with various disciplines, WSDOT, and FHWA, prepares a proposal, identifies all affected parties, and outlines environmental concerns and alternatives to be included in the scoping process.

.34 Scoping. Scoping is a process used to identify potential environmental concerns or controversy and alternatives for the EIS, as early as possible. It may include a series of meetings, telephone conversations, or written comments involving various agencies, interest groups, and individuals.

The local agency is responsible for the development and coordination of the scoping process. Specific scoping objectives include:

- to identify the affected public and agency concerns;
- to define the issues and alternatives to be examined in the EIS;
- to ensure that the draft EIS adequately addresses relevant issues and concerns;
- to facilitate an efficient EIS preparation process, by assembling the cooperating agencies and determining which permits and reviews need to be incorporated into the schedule and establishing completion times.

Prior to the scoping process, the local agency provides affected agencies, Tribes, interest groups, and the IDT with information about the proposal including a brief description, statement of goals, tentative alternatives, probable environmental impacts and issues, maps, drawings, and a proposed schedule for completion of the EIS document and permitting process. The information should request feedback, particularly on the schedule, if a group is unable to attend the scheduled scoping meeting. A copy of the proposal must be sent to the Region Local Programs Engineer for transmittal to H&LP. Copies of any agency responses must also be sent to H&LP, through the Region Local Programs Engineer.

The local agency will document proceedings and correspondence concerning the scoping process. The scoping process continues through the development of the DEIS.

.35 Study Plan and Public Involvement Plan.

a. The local agency will prepare a study plan. It should be completed immediately after the issues and alternatives have been identified in the initial stages of the scoping process. The study plan, which outlines the environmental studies to be conducted, is prepared by the local agency and approved by the IDT, WSDOT, and FHWA. The study plan describes the level of effort to be applied to define the interdisciplinary approach, public involvement, alternatives to be studied, and social, economic, and environmental issues.

The study plan should include the following:

1. Title sheet
   - i. Project title
   - ii. Date
   - iii. Approval date and signature of:
     1. Project manager
     2. Agency administrator
2. Vicinity map
3. Purpose and need:
   - i. Purpose of the project
   - ii. Need (known deficiencies)
   - iii. History (if applicable)
   - iv. How proposed project will address the need
4. Scope of work
   - i. Interdisciplinary approach (brief description of how the team uses information to reach decisions)
   - ii. Alternatives
   - iii. Public involvement summary (to date)
   - iv. Brief description of areas of primary importance and significant controversy
5. List of cooperating agencies
6. Studies to be prepared and areas of responsibility
   - i. List of studies to be prepared and disciplines involved
   - ii. Identify IDT members and project manager
   - iii. Identify education and experience of all expertise in format required for EIS
7. Staffing and budget requirements
8. Project schedule
9. Date and location of scoping meetings
10. Appendix: Public involvement plan

b. The local agency must prepare a public involvement plan that outlines the procedures for presenting information to the public, obtaining comments, and ensuring consideration of public opinion. Consideration must also be given to Limited English Proficiency populations that may be impacted by the proposed project and the methods that will be employed to ensure those populations are informed and afforded the opportunity to provide comment.

In preparing the public involvement plan, consider the following:

1. Methods to provide information and receive comments:
   i. public meetings
   ii. surveys of public opinion
   iii. meetings with groups with special interests in transportation
   iv. information centers or booths
   v. advisory committees
   vi. meetings with public officials
   vii. news releases (all mass media)
   viii. newsletters
2. Time schedule to accomplish each task
3. Methods to be used in considering public comments during the decision-making process.
4. Personnel, time, and funds required to conduct the program.
5. The public involvement plan is part of the scoping process.

.36 Selection of Alternatives. The alternatives to be studied are identified by the local agency, IDT, and through the scoping process. The IDT studies proposed alternatives and determines their likely social, economic, and environmental impacts. Generally, each alternative is developed to the same level of detail, so that a comparison of effects can be made. The draft DEIS shall evaluate all reasonable alternatives to the action and discuss the reasons why other alternatives, which may have been considered, were eliminated from detailed study. Alternatives should be openly discussed with all affected groups.

Alternatives considered normally include the following:

- The no-action alternative, which may include short-term minor reconstruction activities (safety improvements, etc.) that are part of an on-going plan for continuing operation of the existing roadway.
- Improvement of the existing facility, which can include resurfacing, restoration, rehabilitation, and reconstruction types of activities.
- Construction of new transportation facilities on new routes and locations.
- Multi-modal alternatives, including public transit, rail, or other modes dictated by the characteristics of the study area. These may be under the jurisdiction of other lead agencies and require early coordination.
- Combinations of the above alternatives (excluding the no-action alternative).

As the lead federal agency, FHWA must be coordinated with in determining which alternatives to analyze in the EIS and in selecting the preferred alternative.

.37 Data Collection, Inventory, and Evaluation. The IDT develops an inventory of social, economic, environmental, and engineering data and concerns. The information is used to define the environment; to predict and analyze the project's impacts; to help define the preferred alternative; to prepare environmental documents; and to inform other agencies, interest groups, or individuals. Sources of data include, but are not limited to field studies, consultation, and coordination with other agencies and the public. WSDOT's *Environmental Procedures Manual* and FHWA's Technical Advisory T6640.8A are general guides to the types of information, depth of studies, and procedures to be used in collection, inventory, and evaluation of required environmental data.

.38 Reports and Recommendations.

a. Discipline Reports. After data has been collected, inventories compiled, and analyses completed, reports are prepared to address each environmental discipline to be considered, as previously identified by the IDT and the results of the analysis. If the project will impact Section 4(f) resources, a separate Section 4(f) Evaluation must be prepared and included as a separate section in the EIS. (See Section 24.9 for additional information.)

Discipline report preparation needs to adhere to the guidance provided in WSDOT's *Environmental Procedures Manual* and to the extent possible, WSDOT's *Reader-Friendly Tool Kit.* The *Environmental Procedures Manual* will also assist local agencies in determining when a discipline report is required. If an agency is uncertain as to whether or not a discipline report is appropriate for a particular project, contact the Region Local Programs Engineer. The report documents the technical studies and investigations performed and provides a summary of findings, and a list of recommendations. The technical portion of the discipline report provides evidence that all areas of potential impact have been considered and presents information to support the findings or lack thereof of significance and effect, and demonstrates that the study provides adequate information to satisfy applicable environmental regulations.

The local agency and the IDT are responsible for reviewing the discipline reports and ensuring the reports' accuracy and completeness. Upon completion, the local agency will submit the reports to the Region Local Programs Engineer for transmittal to H&LP. H&LP will coordinate with Department expertise to review the reports. Any comments or edits will be transmitted to the local agency for revision and re-submittal. The process is not completed until WSDOT approval is secured on each discipline report prepared.

b. Draft Environmental Impact Statement (DEIS). The DEIS is prepared by the local agency and IDT. It identifies the alternatives under consideration and presents an analysis of their impacts on the environment, based on the findings of the discipline reports. Typically, the DEIS does not identify a preferred alternative. The DEIS includes a summary of the early coordination process, including scoping, and identifies key issues and pertinent information received through the coordination process.

All EIS documentation must comply with the requirements of NEPA, 23 CFR 771, and the Council on Environmental Quality (CEQ) guidelines.

The local agency begins with the preparation of a preliminary DEIS. The local agency submits the document to the Region Local Programs Engineer for transmittal to H&LP. H&LP coordinates a review of the preliminary DEIS within the Department. Any comments or edits will be transmitted to the local agency for revision and re-submittal. Upon completion of WSDOT's review and approval, the preliminary DEIS is transmitted to FHWA for review and comment. Each review of the document by WSDOT and FHWA will typically require thirty (30) days to complete. A copy of the preliminary DEIS may also be sent to cooperating agencies for review and comment, depending upon the roles and responsibilities defined for cooperating agencies.

If the project is required to undergo the SAC process, all SAC agencies will be also be afforded a thirty (30) day period to review and comment on the preliminary DEIS.

Upon approval from both WSDOT and FHWA, the local agency prepares the DEIS and submits the document to the Region Local Programs Engineer for transmittal to H&LP. H&LP will coordinate with WSDOT's Environmental Services Office and FHWA to schedule a briefing for signature of the document's title sheet. WSDOT's Director of the Environmental Services Office will sign the title page for WSDOT and the FHWA Division Administrator or appropriate Area Engineer will sign the title page for FHWA. Once signed, the title page will be returned to the local agency for reproduction and inclusion within the DEIS. Upon completion, the local agency will print sufficient copies to send out to the pre-determined distribution list.

The local agency will transmit copies of the DEIS to the Region Local Programs Engineer, who will forward the copies on to H&LP. H&LP will transmit copies of the DEIS to the Environmental Protection Agency for processing, so that a notice of availability can be published in the Federal Register. A comment period of not less than 45 days begins with publication in the Federal Register.

The DEIS shall be made available to the public and transmitted to the individuals and agencies on the distribution list no later than the date the document is filed with the EPA.

The local agency circulates the DEIS to any agency, organization, public official, or person who expresses interest in the project or requests a copy. The agency also provides a copy to any governmental agency authorized to develop and enforce environmental standards or issue permits. Generally, all copies of the DEIS are circulated to the distribution list, free of charge. After initial circulation, a printing fee may be charged as long as it does not exceed the cost of printing.

.39 Hearings and Notices. When the local agency advertises for an environmental, design, or combined hearing, or offers a notice of opportunity for public hearing, the notice will comply with the requirements of 23 CFR 771.111(h) and will announce the availability of the environmental document and where it may be obtained for review. Where hearings are not required by statute, an informational meeting may serve as a useful forum for public involvement in the environmental process.

The local agency will prepare a notice of availability and forward it to the Region LPE, for transmittal to H&LP. H&LP will forward copies of the DEIS and the notice of availability to the EPA for publication in the Federal Register. The notice in the Federal Register must be published at least fifteen (15) days in advance of the public hearing. The Federal Register notice will establish a period of forty-five (45) days for public comment on the DEIS.

The local agency is responsible for publishing other notifications. Other methods of notification may include, but are not limited to, publication in a newspaper of general circulation; notification of groups who have indicated an interest in the project; neighborhood publications; ethnic periodicals; and contacting news media. The notice must be published at least fifteen (15) days prior to the public hearing.

.40 Final Reports and Approvals.

a. Final Recommendation. The local agency reviews comments from the hearings and those received from evaluation of the DEIS and prepares responses to those comments. The local agency will forward the responses on to the Region LPE, for transmittal to H&LP, upon completion.

The local agency analyzes and coordinates comments on the DEIS with the IDT and prepares a recommendation for a preferred alternative. The local agency must notify the Region LPE regarding the local agency's selection of the preferred alternative. The Region LPE will forward the local agency's recommendation on to H&LP, which will transmit it to FHWA. Ultimately, FHWA is responsible for selection of the preferred alternative.

b. Final Environmental Impact Statement (FEIS). The local agency prepares the preliminary FEIS and forwards the document to the Region LPE, for transmittal to H&LP. H&LP coordinates a review of the preliminary FEIS and responses to comments, within the Department. If the project is required to undergo the SAC process, all SAC agencies will be also be afforded a thirty (30) day period to review and comment on the preliminary FEIS.

The FEIS contains the preferred alternative, evaluates all reasonable alternatives considered, discusses substantive comments received on the DEIS, summarizes public involvement, and describes procedures required to ensure that mitigation measures are implemented. The FEIS also documents compliance with environmental laws and executive orders.

While FHWA Technical Advisory T 6640.8A outlines three options for preparing the FEIS (the Traditional Approach; the Condensed FEIS; and the Abbreviated Version), FHWA's preference is to prepare the FEIS using the Traditional Approach. This approach incorporates the DEIS essentially in its entirety, with changes made as appropriate throughout the document to reflect the selection of the preferred alternative, modifications to the project, updated information, changes in the assessment of impacts, selection of mitigation measures, the results of coordination, comments on the DEIS, and the responses to those comments.

Upon completion of the Department's review of the FEIS, H&LP forwards the document to FHWA for review. FHWA's review of the FEIS includes a legal sufficiency review. Once both FHWA and WSDOT are satisfied with the preliminary FEIS, the local agency will prepare the FEIS. H&LP will coordinate with FHWA and the WSDOT Environmental Services Office (ESO) to schedule a briefing on the FEIS to secure signatures on the title page. FHWA will not sign the FEIS until compliance with other federal environmental regulations such as, but not limited to, Section 7 of the Endangered Species Act, Section 106 of the National Historic Preservation Act, and Section 4(f) of the U.S. Department of Transportation Act, is achieved. The signed title is returned to the local agency for reproduction and inclusion in the FEIS.

Responsibility for circulation of the FEIS is shared between the local agency and WSDOT. The local agency notifies the public in a similar manner as for the DEIS, except that no comments are requested. The local agency circulates the FEIS for public review to any person, organization, or agency that submitted substantive comments; any agency with authorization to issue permits for the project; and public institutions.

c. Record of Decision (ROD). The local agency prepares a draft of the ROD and transmits a copy to the Region LPE, who forwards a copy to H&LP. The draft ROD is transmitted with the FEIS. The ROD includes the following information:

1. Decision. Identify the selected alternative. Reference to the FEIS may be used to avoid repetition.
2. Alternatives considered. Briefly describe each alternative (with reference to the FEIS) and justify the decision made. Where the selected alternative is different than the environmentally preferred alternative, the ROD should clearly state the reasons for not selecting the environmentally preferred alternative.
3. Measures to minimize harm. Describe all measures to minimize environmental harm that have been adopted for the proposed action.
4. Monitoring or enforcement program. Describe any monitoring or enforcement program that has been adopted for the specific mitigation measures, as outlined in the FEIS.
5. Commitment list. Include a list of the commitments and mitigation measures made as part of the project. This list should match the list in the commitment file, described in Section 24.11.

Upon completion of review, H&LP forwards the ROD to FHWA for review and approval. A copy of the signed ROD is transmitted back to the local agency, through the Region LPE.

24.4 Procedures for Class II (CE) Projects

The activities described in this section are summarized on the flow chart for Class II projects. Class II projects may be defined as either documented Categorical Exclusions (DCEs) or programmatic CEs.

It is important to utilize Appendix 24.112 and the *Environmental Procedures Manual* in completing the documentation to support a CE classification. The EPM will assist in determining which discipline reports are required and, more importantly, the level of detail and content that is appropriate. Use of these tools will help ensure that discipline reports are not prepared when the project's impacts do not warrant additional analysis. If an agency is uncertain as to the appropriateness of a discipline report or the content, the agency may contact the Region Local Programs office for assistance.

.41 Documented Categorical Exclusions. DCEs require documentation in the form of discipline reports to support the CE determination and FHWA approval. The local agency completes an ECS form and prepares discipline reports, as appropriate. These may include, but are not limited to, an Air Quality Analysis, Wetlands Report, Cultural Resources Survey, Biological Assessment, and Section 4(f) Evaluation. The WSDOT's *Environmental Procedures Manual* will assist local agencies in determining when a discipline report is required. If an agency is uncertain as to whether or not a discipline report is appropriate for a particular project, contact the Region Local Programs Engineer. Agencies may also wish to discuss the level of detail required in the discipline report with the Regional Local Programs Engineer to avoid exceeding the minimum analysis requirements for any given discipline report.

The local agency transmits the completed NEPA documents (discipline reports and ECS) to the Region Local Programs Engineer, who will forward them to H&LP. H&LP will coordinate with Department expertise, as appropriate, to review the discipline reports. H&LP will coordinate with the Region Local Programs Engineer and the local agency to address any comments, as appropriate.

Upon completion of the Department's review, H&LP will coordinate with state and federal resource agencies, as appropriate, to secure concurrence with the project's impacts. Once approvals are obtained, H&LP will forward the ECS package to FHWA for review and approval. H&LP will forward a copy of the FHWA signed ECS to the Region Local Programs Engineer, for transmittal to the local agency.

Public involvement is not required for a DCE, but it is always recommended for consideration, depending on the proposed project, location, surrounding populations, and public sentiment towards the project.

.42 Programmatic Categorical Exclusions. Projects that meet the requirements of the 1999 Memorandum of Understanding between WSDOT and FHWA on Programmatic Categorical Exclusions do not require FHWA approval. (See Appendix 24.117 for additional information.) Programmatic CEs generally do not result in impacts to any environmental considerations. Documentation needs for the programmatic CE are similar to those for DCEs.

The local agency completes an ECS form and prepares discipline reports, as appropriate. These may include, but are not limited to, an Air Quality Analysis, Cultural Resources Survey, and Biological Assessment.

The local agency transmits the completed NEPA documents to the Region Local Programs Engineer, who will forward them to H&LP. H&LP will coordinate with Department expertise, as appropriate, to review the discipline reports. H&LP will coordinate with the Region Local Programs Engineer and the local agency to address any comments, as appropriate.

Upon completion of the Department's review, H&LP will approve the ECS for FHWA and forward a copy of the WSDOT signed ECS to the Region Local Programs Engineer, for transmittal to the local agency.

24.5 Procedures for Class III (EA) Projects

The activities described in this section are summarized on the flow chart for Class III projects contained in Section 24.24.

.51 Cooperating Agencies. After FHWA authorization of preliminary engineering funds and confirmation of the NEPA classification, the local agency prepares a list of agencies, which may have a vested interest in the proposed project. Vested interest may be defined, as either a funding partner; ownership of required property; regulatory authority to issue a needed permit; or possession of special expertise within an affected environment.

The local agency will send the proposed list and a draft letter (including proposed project activities and potential issues) to the Region Local Programs office, which will transmit the documentation to H&LP. H&LP will coordinate with FHWA to send the letters to appropriate agencies. These letters need to be sent out as early as possible, typically prior to formal scoping (see Section 24.52).

The level of involvement of an interested cooperating agency will vary. FHWA, WSDOT, the local agency, and the cooperating agency will meet to define and agree on roles and expectations at the beginning of the project.

.52 Scoping. Formal scoping is not required for a Class III project. However, the local agency must coordinate with affected federal, state, and local agencies, Tribes, interest groups, and the public to determine the scope of the project, alternatives to be considered, and the issues to be addressed. If the local agency decides to conduct a formal scoping process, the agency should follow the guidance outlined in Section 24.34.

The formation of a formal IDT is also not necessary. The local agency must coordinate with the appropriate expertise, however, in order to prepare discipline reports and analysis.

.53 Data Collection, Inventory, and Evaluation. The local agency develops an inventory of social, economic, environmental, and engineering data and concerns. The information is used to define the environment; to predict and analyze the project's impacts; to help define the preferred alternative; to prepare environmental documents; and to inform other agencies, interest groups, or individuals. Sources of data include, but are not limited to field studies, consultation, and coordination with other agencies and the public. WSDOT's *Environmental Procedures Manual* and FHWA's Technical Advisory T6640.8A are general guides to the types of information, depth of studies, and procedures to be used in collection, inventory, and evaluation of required environmental data.

.54 Public Involvement. The local agency conducts public meetings, mail notices, and uses other methods appropriate to the magnitude of the project to provide and obtain information. Public involvement methods are discussed in Section 24.35.

.55 Reports and Recommendations.

a. Discipline Reports. Generally discipline reports are prepared in a similar manner as outlined in Section 24.38. Analyses are conducted to the extent where the specific environmental impacts can be determined. If the analyses of the discipline reports indicate that impacts are significant, the local agency must contact the Region LPE to set up a meeting with FHWA and H&LP. If FHWA agrees with the findings, preparation of an EIS is required.

b. Environmental Assessment. The local agency prepares a preliminary Environmental Assessment (EA) in accordance with the EA outline in WSDOT's *Environmental Procedures Manual* and *Reader Friendly Tool-Kit*. If the project involves the use of Section 4(f) properties, a separate 4(f) Evaluation is required and is included as a separate section in the EA. (See Section 24.9 for additional information.)

The preliminary EA and draft Section 4(f) Evaluation are submitted to the Region LPE. The Region LPE will forward copies of the document to H&LP for coordination of the review and comment with WSDOT's Environmental Services Office (ESO). Any comments or edits will be transmitted to the local agency for revision and re-submittal. Upon completion of WSDOT's review and approval, the preliminary EA is transmitted to FHWA for review and comment. Each review of the document by WSDOT and FHWA will typically require thirty (30) days to complete.

Upon approval from both WSDOT and FHWA, the local agency prepares the revised EA and submits the document to the Region Local Programs Engineer for transmittal to H&LP. H&LP will coordinate with WSDOT's Environmental Services Office and FHWA to schedule a briefing for signature of the document's title sheet. WSDOT's Director of the Environmental Services Office will sign the title page for WSDOT and the FHWA Division Administrator or appropriate Area Engineer will sign the title page for FHWA. Once signed, the title page will be returned to the local agency for reproduction and inclusion within the EA. Prior to signature, compliance with other federal environmental regulations such as, but not limited to, Section 7 of the Endangered Species Act, Section 106 of the National Historic Preservation Act, and Section 4(f) of the U.S. Department of Transportation Act, must be achieved.

Upon completion, the local agency will print sufficient copies to send out to the pre-determined distribution list. The local agency will transmit copies of the EA to the Region Local Programs Engineer, who will forward the copies on to H&LP.

A notice announcing the availability of the EA is published by the local agency in a newspaper of general circulation. The local agency also coordinates the circulation of the EA to affected individuals, interested parties, and local, state, and federal agencies with jurisdiction.

If Section 4(f) property is involved, the document is also circulated to the Department of Interior, as appropriate. See Section 24.9 for additional detail.

.56 Hearings and Notices. A public hearing is not required for a Class III project. However, a public hearing is strongly recommended if:

1) there is substantial controversy with the project;
2) FHWA, WSDOT, or the local agency desire a hearing; or
3) an agency with jurisdiction requests a hearing.

If a public hearing is held, the hearing must not be scheduled any sooner than fifteen (15) calendar days following the availability of the EA. Notice of the public hearing must be published in the local newspaper. The public hearing notice follows the format and time schedule outlined in Section 24.39.

If a hearing is not held, the local agency will publish a notice in the local newspaper (similar to the public hearing notice) notifying the public that the EA is available for review and comment. The notice also provides the location of documents and how to obtain additional copies.

The public review and comment period for an EA is thirty (30) days – regardless of whether a hearing is held. If a Section 4(f) evaluation is included, a forty-five (45) day public review and comment period is required.

.57 Finding of No Significant Impacts (FONSI). If the conclusions of the EA and public comment support significant impacts, the local agency will initiate preparation of an EIS (following FHWA's support of that direction).

If the findings of the EA and feedback from public comment do not indicate the existence of significant impacts, the local agency will prepare responses to the comments received; edit the EA as appropriate or draft an errata to the document; and prepare a draft FONSI for the project.

The local agency submits this package to the Region LPE for transmittal to H&LP. H&LP will review the package and, if deemed acceptable, forward it on to FHWA for review and approval. Provided FHWA agrees with the findings, FHWA will sign the FONSI and return a copy to H&LP, for transmittal to the Region LPE and local agency.

24.6 Project Re-evaluation

Whenever single or cumulative conditions have occurred that might cause new or more severe environmental impacts, the local agency shall re-evaluate an environmental document.

A written re-evaluation is required when either of the following conditions exist:

1. An acceptable FEIS has not been submitted to FHWA within three years from the date of the DEIS circulation.
2. Major steps to advance the project (such as approval to acquire a substantial portion of the right-of-way or approval of PS&E) have not occurred within **three years** of NEPA approval (i.e., FHWA's approval of the ECS, issuance of a FONSI, or ROD).

   The local agency re-evaluates the project by completing a new ECS, regardless of the project's NEPA classification. The re-evaluation needs to indicate whether any new information is known that alters the previous analysis and findings. If so, the local agency needs to conduct appropriate environmental studies to support the updated conclusions.

   The re-evaluation is submitted in written form to the Region LPE. The Region LPE will transmit a copy of the re-evaluation to H&LP for review and coordination with FHWA. FHWA will determine, based on the findings of the re-evaluation, if additional documentation is appropriate (e.g., a supplemental EIS, updated EA or ECS, depending on the original NEPA classification).

24.7 Biological Assessments

All federal actions are subject to Section 7 of the Endangered Species Act. FHWA must fulfill its responsibilities under the ESA, including coordination with NOAA Fisheries and the U.S. Fish and Wildlife Services (USFWS), as appropriate, prior to approval of NEPA. The following sections describe the process for completing Section 7 consultation.

.71 Species Listings. The agency must request ESA species listings to assist in assessing a project's environmental impacts from NOAA Fisheries, USFWS, the Washington State Department of Natural Resources (DNR), and the Washington State Department of Fish and Wildlife (WDFW). The listings for NOAA Fisheries and USFWS are available, on a jurisdiction wide basis, on the agencies' respective web pages.

For species that are proposed for listing, but not yet listed, any federal action must be evaluated to determine whether it jeopardizes the continued existence of the species. For projects that will not be completed before the proposed listing can take affect, the species should be treated as if it were listed with a conditional effect determination.

.72 Project Evaluation. Section 7 of the ESA requires that all projects with a federal nexus (i.e., the project requires a federal permit or approval, includes federal funding, or is located on federal lands), be evaluated to determine the project's effects on listed or proposed species and/or designated critical habitat. The species information and completion of the ECS's Part 5 checklist will assist the agency in completing the project evaluation. The evaluation is a guide to assess the project's impacts to any listed species or critical habitat.

Depending on the evaluation and the extent of the project's impacts, the effect determination (Section 24.73) will be one of the following:

- No effect
- May affect, not likely to adversely affect
- May affect, likely to adversely affect

The local agency will document, through a biological assessment (BA), the impacts of the project. The following options are available, depending on the effect determination:

a. For "no effect" determinations:

   1. Part 5 Checklist of the ECS. Local agencies are encouraged to use the Part 5 checklist, contained within the ECS, to satisfy the requirements of Section 7, if the agency can generally respond with a "no" to most of the questions and include appropriate justification in the comments section. If the agency cannot respond with a "no" response to most of the questions, then a separate "no effect" BA may be appropriate.
   2. A no effects biological assessment. Typical items to include in the document are:

      i. Species listings

      ii. Action area

iii. Proposed activities

iv. Project's lack of impacts and justification for the no effects determination

b. For "may affect" determinations. An evaluation that concludes a "may affect" determination for any species and/or designated critical habitat, requires the preparations of a separate BA document. Typically the document will include:

- A brief description and location of the project
- Action area
- Description of listed species and/or critical habitat within the project area
- Evaluation of the potential effects on listed species and/or critical habitat
- Assertion of "effect" determination for each species and/or critical habitat
- Development and recommendation of conservation measures
- Bibliography

.73 Effect Determinations. If a federal aid project is located within an area where listed species are present, the ESA requires that FHWA make a determination as to the effect of the project on the listed species and/or critical habitat. FHWA must make this determination and then consult with the Services (NOAA Fisheries and USFWS), as appropriate, depending on the effect determination.

a. No effects (NE). This conclusion is appropriate if the project will result in no impacts to listed species and critical habitat. The agency will document the no effects determination, utilizing the options described in Section 24.72.

Upon completion of the no effects documentation, the local agency will forward a copy to the Region Local Programs Engineer, who will in turn forward the document to H&LP. H&LP will coordinate a review of the document by a WSDOT biologist. Upon successful completion of the WSDOT review process, H&LP will transmit a copy of the no effects documentation to FHWA, with a recommendation for approval of the no effects determination. FHWA's signature on the ECS form will constitute their approval of a no effects BA.

WSDOT's review of the BA will generally require 2 to 3 weeks. Note that the process may require multiple submittals and revisions before approval is secured.

FHWA is not required to consult with the Services on no effects determinations.

b. May affect, not likely to adversely affect (NLTAA). This conclusion is appropriate when the project may result in some effect to the listed species, but the effect is beneficial, insignificant, or discountable.

Upon completion of the BA document, the local agency will forward a copy to the Region Local Programs Engineer, who will in turn forward the document to H&LP. H&LP will coordinate a review of the document by a WSDOT biologist. Upon successful completion of the WSDOT review process, H&LP will transmit a copy of the BA to the Services, as appropriate, for review and concurrence as part of informal consultation.

WSDOT's review of the BA will generally require 2 to 3 weeks. Note that the process may require multiple submittals and revisions before approval.

In informal consultation, NOAA Fisheries and USFWS, as appropriate, must concur in writing with the not likely to adversely affect conclusion. The Services' concurrence must be obtained before FHWA can approve NEPA. Upon receipt of the concurrence letter, H&LP will transmit a copy of the letter to the Region, for transmittal to the local agency.

The Services are typically afforded 35 days to complete informal consultation.

c. May affect, likely to adversely affect (LTAA). This conclusion is appropriate when the project will result in a take to listed species and/or designated critical habitat that is not beneficial, can be measured, and is likely to occur.

Upon completion of the BA document, the local agency will forward a copy to the Region Local Programs Engineer,

who will in turn forward the document to H&LP. H&LP will coordinate a review of the document by a WSDOT biologist. Upon successful completion of the WSDOT review process, H&LP will transmit a copy of the BA to FHWA for review and concurrence.

Upon concurrence, FHWA will forward the BA to the Services, as appropriate, and request the initiation of formal consultation. The ESA provides the Services 90 days to consult on a project with an adverse affect determination. During this time, the Services will determine if there is adequate information to develop the Biological Opinion (BO). The ESA allows for the request of a 60-day extension to complete the consultation and it is not uncommon for the Services to submit a request to FHWA for the extension.

The BO documents the Service's findings and concludes whether or not a proposed project will result in a finding of jeopardy to a species or an adverse modification to designated critical habitat. The Services are afforded forty-five (45) days to complete the BO. The BO will outline the measures to be taken to minimize impacts and the restrictions on take.

Upon completion of a draft BO, the Service will forward a copy to FHWA for review and coordination with WSDOT and the local agency. Upon agreement, the Service will complete the BO and issue a copy to FHWA. FHWA will forward a copy to H&LP, which will send a copy to the Region LPE, for transmittal to the local agency.

The description of work and conditions listed in the BO serve as the basis for justifying FHWA's findings and the Service's agreement. If any changes to the proposed project activities or deviations from the conditions are considered, the local agency must contact the Region LPE, prior to initiating those changes. Depending on the magnitude of the proposed changes, coordination and approval from FHWA and the Services may be required before the changes are initiated.

.74 Listing Updates. Until construction of the project is completed, the agency must obtain updated species listings from NOAA Fisheries and USFWS web pages, every six months. The six-month period begins from the date of ESA concurrence (either from the Services or from FHWA). Agencies requiring assistance in obtaining species listings should contact their Region Local Programs Engineer.

If any species listings or locations have changed, the BA must be updated appropriately. Verification that local agencies have obtained updated listings and made required updates to the BA will be included as part of the local agency's project management review (PMR).

.75 Pre-Biological Assessment Meetings. FHWA and WSDOT conduct monthly meetings (commonly referred to as Pre-BA meetings) with representatives of the U.S. Fish and Wildlife Service and NOAA Fisheries (the Services) to discuss projects and secure feedback from the Services during the preparation of the BA. These meetings typically occur at the USFWS and NOAA Fisheries offices in Lacey.

Attendance at a Pre-BA meeting is required for the following projects:

- All formal consultation projects (i.e., projects that will result in a may effect, likely to adversely affect determination to listed species and/or designated critical habitat).
- All projects that involve in water work where listed fish or Orcas may be present.
- All projects that involve in water pile driving in listed fish bearing waters, including Puget Sound.
- All projects that involve blasting within one mile of a point location for bald eagle, northern spotted owl site center, or occupied or suitable marbled murrelet habitat, or within 1/4 mile of a listed fish bearing water.
- All projects (that are not conducting blasting) which occur within suitable (including suitable critical) habitat or within 60 yards of suitable habitat for spotted owls and marbled murrelets during their respective nesting seasons.
- All projects that occur within designated or proposed critical habitat for any plant or animal species and which have the potential to alter the habitat. Projects that only occur within unoccupied or unsuitable critical habitat which do not modify the critical habitat may not need to attend.
- Projects that complete activities within ¼ mile (if not in line of sight) or ½ mile (if in line of sight) of a bald eagle nest during the nesting season (Jan. 1- Aug. 15) or winter roost or wintering concentration area during October 31 – March 31.

Projects that do not have to participate in a Pre-BA meeting include:

- Projects that are a no effect for species under the jurisdiction of both NOAA and USFWS.

While attendance at Pre-BA meetings is mandatory for all projects that meet the above applicable requirements, local agencies may be able to replace their physical attendance at a Pre-BA meeting with an agreed upon alternative meeting format or participation method (for example, conference calls or field meetings).

Local agencies that have a project that meets one of the applicable criteria must contact their Region Local Programs Engineer for inclusion in a future Pre-BA meeting. The Region Local Programs Engineer will work with H&LP's Environmental Office to schedule participation. Informal or formal consultation with the Services on project BAs that meet the preceding criteria will not begin until participation at the Pre-BA meeting has occurred.

.76 Stormwater. The biological assessment documentation must contain affirmation that the proposed project's water quality/quantity treatment for new and any existing impervious surface will be in compliance with WSDOT's *2004 Highway Runoff Manual* or an equivalent manual. With respect to determining the impacts of stormwater considerations to listed species and habitat, consideration should be given to the proposed treatment and what impacts may result.

24.8 Section 106 Process

Any project, activity, or program funded in whole or part, under the direct or indirect jurisdiction of a federal agency, including those carried out on behalf of a federal agency; and those actions requiring a federal permit, license, or approval, are considered to be an undertaking and, thus, are subject to the requirements detailed in Section 106 of the National Historic Preservation Act of 1966 (NHPA). Section 106 calls for meaningful coordination with interested parties to develop a project in a manner that avoids and/or minimizes impacts to historic and cultural resources. As such, initiation of the Section 106 process should occur as early as possible. It is suggested that consideration of the following process occur as early as during the preparation of the project prospectus.

"Meaningful" consultation and coordination may assume a variety of forms depending on the location of the project, nature of the proposed undertaking, and extent of impacts to cultural and/or historic resources. Refer to WSDOT's *Environmental Procedures Manual* (Section 456) and WSDOT's *Centennial Accord Plan* for recommended best practices for ensuring adequate and appropriate consultation with the Office of Archaeology and Historic Preservation (OAHP), Tribes, and any other interested consulting parties. Local agencies must recognize, however, that all coordination and correspondence with OAHP, Tribes, and any interested consulting party must be initiated and coordinated through H&LP or FHWA.

The following sections outline the process a local agency must complete prior to FHWA's authorization of NEPA approval:

.81 Determination of Exempt Status. The following list identifies those undertakings that have limited areas of impact, which are unlikely to contain properties listed or eligible for inclusion in the National Register of Historic Places. This list of projects was developed as part of a Programmatic Agreement between FHWA, OAHP, and WSDOT. These projects can be considered to have no effect on historic properties.

If the local agency's proposed project meets one of the following exemptions, no coordination with OAHP or with the Tribes on the area of potential effects (APE) and the impacts of the undertaking is required. Although consultation with the Tribes will not be initiated, quarterly notices will be sent to the Tribes by H&LP to inform the Tribes of which projects were processed using the Programmatic Agreement.

Exemptions:

A. All work to be done on the bridges of the National Highway System (NHS) and non-NHS state highways which are less than 40 years old, unless an inventory has shown the bridge to be exceptionally significant.

B. All work within interchanges and within medians of divided highways unless the median has been undisturbed by construction.

C. All work between the highway and an adjacent frontage road, unless the area between is undisturbed.

D. Replacement or extension of culverts and other drainage structures with waterway openings of 100 square feet (9.3 square meters) or less and which *do not* extend beyond previous construction limits.

E. Roadway surface replacement, overlays, shoulder treatments, pavement repair, seal coating, pavement grinding, and pavement marking where there will be no expansion of the wearing surface, unless within a historic district.

F. Installation of new lighting, signals, and other traffic control devices, and replacement or repair of lighting, signals, and traffic control devices where the existing units were installed less than 50 years ago, except if the project is immediately adjacent to, or located within, eligible bridges, historic properties, or historic districts.

G. Installation, replacement, or repair of safety appurtenances such as guardrails, barriers, glare screens, and energy attenuators (except on National Register listed or previously determined eligible bridges, properties, or districts).

H. Fencing, including salvage yards, provided no grading or other landscaping is involved.

I. Landscaping on fill slopes and back slopes only. All landscaping beyond toe of fill slopes or beyond top of back slope must be reviewed.

J. Repair or replacement in kind of curb and gutter, sidewalk and catch basins on the same location except the following: replacement projects and construction of handicapped access ramps projects adjacent to National Register eligible or listed properties.

K. Railway crossing signs and signal installation or modification and surface improvements.

L. Emergency structural repairs to maintain the structural integrity of a bridge (except National Register listed or eligible bridges), roadway overlays, and painting. Bridge reconstruction, which does not include roadway widening, or modification of existing piers and abutments, but which may include bridge repairs, deck replacement or repair, railing repair and other maintenance work.

M. Construction of turning lanes and pockets, auxiliary lanes (e.g., truck climbing, acceleration and deceleration lanes) and shoulder widening where only placement of fill material is involved, or within an area previously disturbed by vertical and horizontal construction activities.

N. Placement of fill material on the side slopes of intersection crossroads and accesses for purposes of flattening these slopes to meet safety criteria, provided that no topsoil is removed beyond the area of previous horizontal and vertical disturbance.

O. Hazardous waste removal and disposal from within an area previously disturbed by vertical and horizontal construction activities, which constitutes a public hazard and which requires immediate removal.

P. Placement of riprap within an area previously disturbed by vertical and horizontal construction activities to prevent erosion of waterways and bridge piers.

Q. Routine roadway, roadside, and drainage system maintenance activities necessary to preserve existing infrastructure and maintain roadway safety, drainage conveyance, and storm water treatment in previously disturbed areas.

If the local agency determines that their project is included in one of the exemption activities listed previously, the local agency documents this determination in Part 4, Question 3 of the ECS.

.82 Identification of the Area of Potential Effects (APE). If the proposed project is not exempt from the Section 106 process, the local agency must determine the area of potential effects, analyze the potential impacts of their project on cultural and historic resources, and coordinate with OAHP, Tribes, and any other interested parties, as appropriate.

The local agency will submit documentation containing the following information to the Region Local Programs office, in order to initiate the Section 106 process:

- Description of the APE, including the legal description, detailed maps (*identifying the project site and outlining the proposed APE on the map is recommended*), and photos of the project site.
- Areas of potential soil disturbance (include depth of excavation; approximate volume of soil to be removed; etc.).
- All locations from which elements of the project are visible or audible.
- Construction of staging areas or detour routes.
- Description and pictures of historic structures, landmarks or cultural significant sights within the proposed APE (if known and available).
- Proximity to local landmarks, towns, or milepost markers.

The local agency forwards this information to the Region Local Programs office, which will transmit the documentation to H&LP. WSDOT's H&LP will transmit the information to OAHP, area Tribes, and any other interested parties. The transmittal will request comment on the proposed APE, the party's interest in participating in the consultation process, and any information the party may have on concerns or identification of historic and/or cultural resources located within the APE.

If a response to the initial inquiry letter is not received within thirty (30) days of the initial transmittal, project development will be allowed to continue forward. Section 106 of the NHPA, however, does allow the Tribe to enter into the consultation process at any point in the project development – regardless of whether they respond to the initial inquiry letter or not.

Upon receipt of any responses from OAHP, area Tribes, or interested consulting parties, H&LP will coordinate with the Region Local Programs Office and local agency to provide additional information, initiate meetings, and seek resolution to concerns with those parties as appropriate.

.83 Cultural and Historic Resources Survey. After determining the APE, the local agency must prepare a cultural and historic resources survey to identify any resources present within the APE and determine the impacts of the project on those resources, as appropriate. The survey cannot be approved until the APE is approved.

Typical items to include in the survey documentation consist of:

- a description of the undertaking;
- a description of the APE, including photographs, maps, and drawings as necessary;
- a description of the steps taken to identify historic properties;
- a description of the historic properties, if present;
- a recommendation of effect determinations;
- justification for the effect determination - including efforts to avoid, minimize, and mitigate impacts; and
- a summary of coordination efforts with OAHP, area Tribes, and other interested consulting parties.

An individual who meets or acts under the direct supervision of an individual who meets the Secretary of Interior's Standards must conduct these evaluations.

Depending on the evaluation and the extent of the project's impacts, the effect determination on historic and cultural resources will be one of the following conclusions:

- No historic properties affected (or no effects to historic properties)
- No adverse affect (or no historic properties adversely affected)
- Adverse affect (or historic properties are adversely affected)

.84 Effect Determinations. Section 106 of the NHPA requires FHWA to make a determination of effect from the undertaking on any historic and/or cultural resources present within the APE.

a. No historic properties affected. This is the appropriate conclusion if the project will not impact any historic and/or cultural resources or if no resources are present within the APE.

   If this conclusion is appropriate, the local agency will provide documentation of this finding, including the information outlined in Section 24.83, to the Region Local Programs office. The Region Local Programs office will transmit the documentation to H&LP. Upon receipt of the documentation and review, H&LP will forward the submittal to one of WSDOT's Cultural Resources Specialists for review. This review typically requires 3 to 4 weeks and may require more than one revision, prior to WSDOT's approval.

   Upon agreement from WSDOT's Cultural Resources Specialist, H&LP will forward a copy of the survey to OAHP, area Tribes, and any other interested consulting parties for review and comment.

   If OAHP, area Tribes, or any interested consulting parties do not object to the agency's findings within thirty (30) days of receipt of the documentation, the local agency will have fulfilled its responsibilities under Section 106 of the NHPA. Failure to respond within thirty days shall constitute agreement with the findings.

   If OAHP, area Tribes, or any consulting parties do object to the agency's findings, they will contact H&LP and H&LP

will coordinate, as appropriate, with FHWA, the Region Local Programs office, and the local agency to resolve the objections.

Upon successful resolution of issues, OAHP and any interested Tribes and consulting parties send concurrence letters to H&LP, officially concluding the Section 106 consultation process.

b. No adverse effects. This conclusion is appropriate when historic properties are present and an undertaking may impact those properties, but the impacts do not meet the criteria for an adverse affect (as outlined in Section 24.84(c)).

The local agency may propose a finding of no adverse affect when the impacts of the undertaking do not meet the criteria for an adverse affect or the undertaking is modified (through coordination with OAHP, area Tribes, and interested consulting parties) to prevent an adverse affect on any historic or cultural resources.

If this conclusion is appropriate, the local agency will provide documentation of this finding, including the information outlined in Section 24.83, to the Region Local Programs office. The Region Local Programs office will transmit the documentation to H&LP. Upon receipt of the documentation and review, H&LP will forward the submittal to one of WSDOT's Cultural Resources Specialists for review. This review typically requires 3 to 4 weeks and may require more than one revision, prior to WSDOT's approval.

Upon agreement from WSDOT's Cultural Resources Specialist, H&LP will forward a copy of the survey to OAHP, area Tribes, and any other interested consulting parties for review and comment.

If OAHP, area Tribes, or any consulting parties do not object to the agency's findings within thirty (30) days of receipt of the documentation, the local agency will have fulfilled its responsibilities under Section 106 of the NHPA. Failure to respond within thirty days shall constitute agreement with the findings.

Disagreement with the findings. If OAHP or any consulting party disagrees with the local agency findings, within the 30-day review period, the party shall specify the reasons for disagreeing with the findings and forward their response to H&LP. H&LP will coordinate, as appropriate, with FHWA, the Region Local Programs office, and the local agency to resolve the objections.

If resolution is not achieved, H&LP will request FHWA elevate the matter to the Advisory Council for Historic Preservation (ACHP). The ACHP will review the finding and notify the local agency of its determination within fifteen (15) days of receiving the documentation from FHWA. The local agency must proceed in accordance with the ACHP's determination. If the ACHP does not respond within fifteen days of receipt of the finding, the local agency may assume concurrence with the finding and proceed accordingly.

c. Adverse effects. An adverse effect determination is appropriate when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that is on or eligible for the National Register of Historic Places in a manner that diminishes the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

Adverse effects on historic properties include, but are not limited to:

- physical destruction of or damage to all or part of the property;
- alteration of property, including restoration, rehabilitation, repair, maintenance, etc. that is not consistent with the Secretary's Standards for the Treatment of Historic Properties (36 CFR Part 68) and applicable guidelines;
- removal of the property from its historic location;
- change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance; and
- introduction of visual or audible elements that diminish the integrity of the property's significant historic features.

If this conclusion is appropriate, the local agency will provide documentation of this finding, including the information outlined in Section 24.83, to the Region Local Programs office. The Region Local Programs office will transmit the documentation to the H&LP. Upon receipt of the documentation and review, H&LP will forward the submittal to one of WSDOT's Cultural Resources Specialists for review. This review typically requires 3 to 4 weeks and may require more than one revision, prior to WSDOT's approval.

Upon agreement from WSDOT's Cultural Resources Specialist, H&LP will forward a copy of the survey to FHWA for review and comment. Upon agreement, FHWA will notify the ACHP of the adverse effect finding and invite the ACHP

to participate in the consultation process. The ACHP shall advise FHWA and all other consulting parties whether it will participate within 15 days of receipt of notice.

Following agreement from FHWA, H&LP will forward a copy of the survey to OAHP, area Tribes, and any other interested consulting parties for review and comment. OAHP, area Tribes, or any interested consulting parties are afforded thirty (30) days to review the documentation provided and return comment. Failure to respond within thirty days shall constitute agreement with the findings.

The local agency, Region Local Programs office, H&LP, and FHWA will consult with OAHP, area Tribes, and any other interested consulting party to seek opportunities to avoid, minimize, or mitigate the adverse effect. If agreement is reached between all parties on how the adverse effects will be resolved, all appropriate parties will execute a Memorandum of Agreement (MOA). The FHWA will submit a copy of the executed MOA to the ACHP, prior to approving NEPA.

Situations may arise in which all parties do not concur with the proposed resolution for any adverse affects. If such a situation arises, FHWA, as the lead federal agency, has the authority to proceed forward, without the approval of concurring parties, if FHWA believes the process has included all possible measures to minimize and address impacts. If this situation arises, FHWA will consider proceeding forward on a case by case basis, only after all other possible solutions have been evaluated.

24.9 Section 4(f) Process

Section 4(f) of the Department of Transportation Act of 1966 prohibits FHWA from approving the use of land from a significant publicly owned park, recreation area, or wildlife and waterfowl refuge, or any significant historic site unless a determination is made that:

- There is no feasible and prudent alternative to the use of land from the property; and
- the proposed action includes all possible planning to minimize harm to the property resulting from such use.

Section 4(f) requirements apply to a historic site when the property is either on or eligible for the National Register of Historic Places. While the two processes should be coordinated, recognize that one does not supersede the other.

When a project proposes the use of a Section 4(f) resource, a Section 4(f) evaluation is required. The evaluation may take the form of either a Programmatic Section 4(f) Evaluation or an Individual Section 4(f) Evaluation.

.91 Programmatic Section 4(f) Evaluations. There are four nationwide programmatic Section 4(f) evaluations. They include:

- Section 4(f) Statement and Determination for Independent Bikeway or Walkway Construction Projects
- Programmatic Section 4(f) Evaluation and Approval for FHWA Projects that Necessitate the Use of Historic Bridges
- Final Nationwide Section 4(f) Evaluation and Approval for Federally-Aided Highway Projects with Minor Involvements with Historic Sites
- Final Nationwide Section 4(f) Evaluation and Approval for Federally-Aided Highway Projects with Minor Involvements with Public Parks, Recreation Lands, and Wildlife and Waterfowl Refuges

Each programmatic evaluation requires certain conditions be met for use. The programmatic evaluations do not exempt a project from Section 4(f), nor do they relax the requirements. Rather the programmatic evaluations offer a streamlined approach to the coordination required under Section 4(f). See Chapter 455 of the Environmental Procedures Manual (EPM) for additional information on the specific conditions of each programmatic evaluation.

If the local agency determines that a programmatic evaluation is appropriate, the agency must document their findings, including how the project meets the criteria of the programmatic evaluation; the analysis of alternatives, including an avoidance alternative; the findings of the analysis; measures to minimize harm to the Section 4(f) resources; coordination; and include a signature approval line for FHWA. Typically, a letter from the agency with jurisdiction over the Section 4(f) resource, indicating the agency's comfort with the project and its impact on the Section 4(f) resource, is also included in the documentation.

Upon completion of the documentation, the local agency will forward the documentation on to the Region Local Programs Engineer, who will transmit the information to H&LP for review. Upon completion of H&LP's review, H&LP will forward the document on to FHWA for review and approval.

.92 Individual Section 4(f) Evaluations. If the proposed project will impact a Section 4(f) resource, but does not meet the conditions of a programmatic evaluation, the local agency must prepare an individual Section 4(f) Evaluation.

The individual Section 4(f) Evaluation is completed in two steps. First, the local agency prepares a Draft Section 4(f) Evaluation. The draft evaluation must include the following information:

- A description of the proposed project, including purpose and need for the project.
- A brief introduction – including the basic requirements of Section 4(f); the Section 4(f) resources that will be impacted by the project; and alternatives to be considered.
- Description of each Section 4(f) resource – including, as appropriate, maps, size, type of property and ownership, function, access and usage, etc.
- Environmental impacts during and post construction for each alternative on each Section 4(f) resource.
- Avoidance alternatives.
- Mitigation measures, commitments, and monitoring procedures to minimize harm to the Section 4(f) resource.
- Coordination with other agencies – including, as appropriate, jurisdiction with authority over Section 4(f) resource, OAHP, ACHP, etc.

Upon completion of the draft evaluation, the local agency will forward a copy to the Region Local Programs Engineer, who will transmit a copy to H&LP. Upon completion of H&LP's review, H&LP will forward the document on to FHWA for review and approval. Upon agreement with findings, FHWA will forward a copy of the evaluation to their legal counsel for a thirty (30) day review. Upon completion of FHWA's review, the evaluation is transmitted to the U.S. Department of Interior (DOI) in Washington, D.C. and, as appropriate, the Departments of Agriculture (USDA) and Housing and Urban Development (HUD). DOI is afforded a minimum forty-five (45) day review. Upon receipt of DOI's comments, H&LP will notify the local agency, through the Region Local Programs Engineer, of the comments and the need to complete the final Section 4(f) evaluation.

The final Section 4(f) Evaluation must contain the following information:

- All the information required in the draft evaluation.
- A discussion as to why there are no feasible and prudent alternatives for each Section 4(f) property involved. (Feasible means that it is possible to construct using sound engineering practices – disregarding any other considerations and costs. Prudent means that an alternative does not involve extraordinary costs, community disruption, or other considerations.)
- A discussion concluding that the proposed project includes all possible. planning to minimize harm to the Section 4(f) resource.
- A summary of the formal coordination and concurrence by DOI.
- Copies of all formal coordination comments.
- Concluding statement that there are no feasible and prudent alternatives to using the Section 4(f) resource.

Upon completion of the final evaluation, the local agency will forward the documentation on to the Region Local Programs Engineer, who will transmit the information to H&LP for review. Upon completion of H&LP's review, H&LP will forward the document on to FHWA for review and approval.

24.10 Environmental Commitment Tracking

During the development of the NEPA documentation, the local agency may make commitments that will result in avoidance, minimization, or mitigation of adverse effects. It is the responsibility of the local agency to document any commitments made and ensure they are carried out as agreed upon.

.101 Commitment File. As an initial part of project development, the local agency establishes a project commitment file. Establishment of this file generally coincides with preparation of the environmental document or may occur at later stages, as appropriate. The file consists of proposed mitigation measures, commitments made to resource or other agencies with permitting authority, and other commitments made on the project. The file normally consists of design and environmental commitments. Other commitments may be added at the local agency's discretion, such as right-of-way, access, maintenance, permits, and agreements.

The local agency maintains the commitment file throughout the life of a project. The organization and tracking of commitments is the discretion of the local agency.

The local agency must request concurrence from the Region Local Programs Engineer for any significant alteration to mitigation measures that directly or indirectly impact commitments made as part of the NEPA process. This includes alterations proposed during the construction or maintenance of the project.

.102 Project Reviews. Ultimately, it is FHWA's responsibility to ensure any commitments made during NEPA are adhered to. The local agency is responsible for monitoring project development, construction, and maintenance to ensure that environmental commitments are kept and adverse effects are mitigated.

Environmental commitment files will be reviewed as part of the Project Management Review (PMR) process.

24.11 Appendices

24.111 Definitions
24.112 Instructions for Completing the Environmental Classification Summary
24.113 Local Agency Environmental Classification Summary
24.114 Biological Assessment Coordination Process
24.115 Biological Assessment Checklist
24.116 27 Tribes and Treaty Ceded Areas of Washington State
24.117 1999 CE Memorandum of Understanding Between FHWA and WSDOT

(Excerpt from 50 CFR 402.02)

Action means all activities or programs of any kind authorized, funded, or carried out, in whole or in part, by Federal agencies in the United States or upon the high seas. Examples include, but are not limited to:

(a) actions intended to conserve listed species or their habitat;

(b) the promulgation of regulations;

(c) the granting of licenses, contracts, leases, easements, rights-of-way, permits, or grants-in-aid; or

(d) actions directly or indirectly causing modifications to the land, water, or air.

Biological assessment refers to the information prepared by or under the direction of the Federal agency concerning listed and proposed species and designated and proposed critical habitat that may be present in the action area and the evaluation of potential affects of the action on such species and habitat.

Biological opinion is the document that states the opinion of the Service as to whether or not the Federal action is likely to jeopardize the continued existence of listed species or result in the destruction or adverse modification of critical habitat.

Effects of the action refers to the direct and indirect affects of an action on the species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action, that will be added to the environmental baseline. The environmental baseline includes the past and present impacts of all Federal, State, or private actions and other human activities in the action area, the anticipated impacts of all proposed Federal projects in the action area that have already undergone formal or early section 7 consultation, and the impact of State or private actions which are contemporaneous with the consultation in process. Indirect effects are those that are caused by the proposed action and are later in time, but still are reasonably certain to occur. Interrelated actions are those that are part of a larger action and depend on the larger action for their justification. Interdependent actions are those that have no independent utility apart from the action under consideration.

Formal consultation is a process between the Services and the Federal agency that commences with the Federal agency's written request for consultation under section 7(a)(2) of the Act and concludes with the Service's issuance of the biological opinion under section 7(b)(3) of the Act.

Incidental take refers to takings that result from, but are not the purpose of, carrying out an otherwise lawful activity conducted by the Federal agency or applicant.

Informal consultation is an optional process that includes all discussions, correspondence, etc., between the Service and the Federal agency or the designated non-Federal representative prior to formal consultation, if required.

Jeopardize the continued existence of means to engage in an action that reasonably would be expected, directly or indirectly, to reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing the reproduction, numbers, or distribution of that species.

Listed species means any species of fish, wildlife, or plant which has been determined to be endangered or threatened under section 4 of the Act. Listed species are found in 50 CFR 17.11-17.12.

Proposed species means any species of fish, wildlife, or plant that is proposed in the Federal Register to be listed under section 4 of the Act.

Take means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or attempt to engage in any such conduct. (Fish and Wildlife regulations have expanded this definition to include significant alteration or disturbance of habitat.) (From ESA 1973)

Appendix 24.112 Environmental Classification Summary

The Environmental Classification Summary (ECS) form consists of six parts, five of which must be completed by the Local Agency. The ECS form is part of a Local Agency's NEPA documentation. As such, the form must contain accurate, current information, and enough detail to clearly indicate why a requirement is either not applicable or has been clearly considered and satisfactorily resolved.

Throughout these directions, a number of references and links are provided from the Washington State Department of Transportation's *Environmental Procedures Manual* (EPM). This manual can be used as a resource for additional information on an environmental requirement's background and approval process. An electronic copy of the EPM is available at the following link:

http://www.wsdot.wa.gov/eesc/environmental/programs/regcomp/ProceduresManual/start.pdf

A number of the considerations within these directions require early and potentially lengthy timeframes for coordination and eventual approval. Be sure to initiate the individual environmental processes early, in order to include appropriate supporting documentation and approvals with the submittal of the final ECS form.

Part 1 – Project Description

Complete all boxes.

- Under "Type of ECS", indicate whether the submittal is:
  - "Preliminary" - i.e., the local agency is requesting an early review of the draft ECS and does not expect this version to be used for approval;
  - "Final" - i.e., the local agency has reviewed the document and believes it is ready for review and approval by WSDOT H&LP and FHWA; or
  - "Re-evaluation" - i.e., the project has previously secured NEPA approval, however, for whatever reasons has not advanced in the required time period and this submittal re-evaluates the impacts to each consideration, given passage of time and/or changes in proposed project activities.
- WRIA No. & Name – The names and numbers of these areas, along with a map, are located in WAC 173-500-040.
- Project Description – Provide a detailed description of the proposed project and associated work items included within the scope of the project.

A number of the exemptions for environmental considerations are based on the nature of the work and/or geographic location. As such, it is crucial that all aspects of work are identified and the location of the project is adequately defined, in order to allow the reviewer to confirm an exemption.

Part 2 – Environmental Classification

FHWA and WSDOT, as FHWA's delegate, only have responsibility over NEPA. The ECS requests the SEPA classification only for informational purposes. FHWA's approval of the ECS pertains only to NEPA compliance – it is the responsibility of the agency to coordinate, as appropriate, to secure SEPA approval.

- Indicate both the NEPA and SEPA classifications for the project, by checking the appropriate boxes. If the project falls under either the NEPA or SEPA CE classification, indicate the CE Type, using the reference provided.
- Indicate the name of the staff person who completed the form in the box under the NEPA Approval Signatures section. Be sure to print the name of this individual.

Once FHWA signature has been secured, a copy of the signed ECS (page 1 only) will be returned to the local agency, via the Regional LPE. The FHWA signed ECS signifies NEPA approval of the project.

If the project falls under the 1999 CE MOU, the document will not be sent to FHWA for signature. The CE MOU allows WSDOT H&LP to approve the ECS. For CE MOU projects, a copy of the signed ECS (by H&LP) will be returned to the local agency, via the Region LPE. The WSDOT H&LP signed ECS signifies NEPA approval of the project, for CE MOU projects.

Part 3 – Permits and Approvals Required

Indicate the permits and approvals required for the project, by checking either the "yes" or "no" box for each particular permit.

Refer to WSDOT's *Environmental Procedures Manual* (EPM) for questions regarding specific permits and applicability to the project.

Similar to the SEPA considerations, the responses requested in this section are mostly for informational purposes. Neither FHWA nor WSDOT H&LP have jurisdiction over most of the permit processes. Approval of the ECS by FHWA must not be construed as approval of a permit as well. It is the responsibility of the local agency to coordinate with local, state, and federal permitting agencies, as appropriate, to secure any necessary permits.

Furthermore, evidence of the coordination (i.e., a copy of a NWP permit; a copy of the TESC plan; etc.) is not required for FHWA's approval of the NEPA document. Again, it is the responsibility of the local agency to prepare any required documentation and coordinate the review and approval process with resource agencies, as appropriate.

Part 4 – Environmental Considerations

Address all fifteen (15) items. In some instances, it may be appropriate to indicate that the consideration is "not applicable". If this is the case, include a brief explanation as to why the consideration is not applicable.

Utilize WSDOT's *Environmental Procedures Manual* for analysis of each potential environmental consideration. The EPM will assist you in identifying the triggers for when a particular environmental consideration requires a discipline report, as well as the process for navigating through each process.

Air Quality

Federal, state, and local regulations require that all projects be reviewed for potential impacts to air quality. All transportation projects that request federal funding must be analyzed for regional air quality emissions. This regional analysis is usually conducted by the local metropolitan planning organization (MPO) or regional transportation planning organization (RTPO). Additional regional analysis may be necessary depending upon the nature of the project. (*Additional information on Air Quality considerations and applicable regulations can be found in Section 425 of the EPM*.)

Indicate on the ECS whether the project is included in your area's metropolitan transportation plan. If "yes", indicate the date the plan was approved.

Indicate whether your project is located in an air quality non-attainment or maintenance area. The following link provides a map indicating the locations of all of the non-attainment and maintenance areas within the state of Washington:

http://www.ecy.wa.gov/programs/air/other/namaps/Web_Map_Intro.htm#Particulate%20Matter

If the project is not located within a non-attainment or maintenance area, proceed to Part 4, Question 2.

If the project is located within a non-attainment or maintenance area, indicate whether the project is exempt from air quality conformity requirements.

- If "yes", note the exemption. Refer to 40 CFR 93.126 and WAC 173-420-120, for the list of project types exempt from local hot spot analysis. (*Section 425 of the EPM also provides a list of exempt project types*.)
- If "no", attach the air quality study and hot-spot analyses performed for the project.

Critical/Sensitive Areas

a) Water quality and other surface water issues must be addressed during the development of a project. Given the importance of groundwater resources, like sole source aquifers, wellhead protection areas, and Critical Aquifer Recharge Areas (CARAs), consideration must be given to the potential impacts a project might have on these resources.

   Indicate whether the project is located within an aquifer recharge area, wellhead protection area or sole source aquifer area. The enclosed link provides a map, which notes the locations of all sole source aquifers within the state of Washington:

   http://www.epa.gov/r10earth/maps/ssarx.html

   If the project is located within a sole source aquifer area, indicate whether the project is exempt from the Environmental Protection Agency's (EPA) review and approval.

   - If the project is exempt, indicate why the project is exempt (to be exempt, the proposed project activities must consist of either resurfacing; lighting; signing; pavement marking; guardrail; signalization; freeway surveillance and control system; railroad protective devices; glare screening; median barriers; energy attenuators; and the temporary replacement of highway facilities damaged by natural disasters or catastrophic failures)
   - If the project is not exempt, the local agency must coordinate with EPA and secure EPA's approval of the proposed project. A copy of EPA's concurrence letter must be attached to the ECS. (*Additional information on Sole Source Aquifer considerations can be found in Section 433 of the EPM*.)

b) Describe any geologically hazardous areas located within the project area.

c) Describe the general habitat located within the project area and known fish and wildlife species present within and around the project area.

d) Indicate whether the project is located within any wetlands.

   If the project is located within any wetlands, identify the estimated area of impact to wetlands in acre(s). Also describe coordination that has occurred with the Washington State Dept. of Ecology and the U.S. Army Corps of Engineers to mitigate for the impacts. Attach a copy of the mitigation plan, if completed. If not, include an estimate of the amount and type of proposed mitigation (e.g., 1.5 acres of wetland enhancement; 2.1 acres of wetland creation; etc.) (*Additional information on Wetland considerations can be found in Section 437 of the EPM*.)

Cultural Resources/Historic Structures

Both NEPA and Section 106 of the National Historic Preservation Act of 1966, require federal agencies to take into account the effects of a project on properties included in or eligible for inclusion in the National Register of Historic Places. This process is designed to identify potential conflicts between preservation concerns and transportation needs and resolve such conflicts through consultation with the Office of Archaeology and Historic Preservation, affected Tribes, and any other interested consulting parties.

Indicate whether the project fits one of the exempt activities listed in Section 24.81 of the LAG manual.

- If "yes", list the exemption.
- If "no", indicate the dates of OAHP consultation and Tribal consultation (if applicable). Also indicate whether the project will result in an adverse affect to any cultural and/or historic resources. If "yes", indicate the MOA date of approval. (*Additional information on Cultural/Historic Resources considerations can be found in Section 456 of the EPM*.)

Attach a copy of the cultural resources survey; all correspondence with OAHP, Tribes, and interested consulting parties, including consultation and approval letters and a copy of the signed MOA, if applicable.

Flood Plains or Ways

Indicate whether the project is located within a 100-year flood plain. If "yes", indicate whether the project is located in a 100-year floodway.

Indicate whether the project will impact a 100-year flood plain. If "yes", describe the impacts and analyses conducted. If the impacts have been identified as significant, indicate coordination undertaken and resolution. (*Additional information on Flood Plains consideration can be found in Section 432 of the EPM*.)

Attach any analyses conducted.

Hazardous and Problem Waste

Stringent federal and state environmental laws and regulations dictate an agency's full responsibility for cleanup and proper disposal of hazardous materials.

Indicate whether the project is likely to involve site clean up. If "yes", describe the proposed plan and coordination undertaken. Attach a copy of the proposed plan and approvals.

Indicate whether the project will create any hazardous waste. If "yes", describe the proposed plan to handle and dispose of waste. Attach a copy of the proposed plan and approvals. (*Additional information on Hazardous Materials considerations can be found in Section 447 of the EPM*.)

Noise

A traffic noise analysis is required by law for federally funded projects and required by state policy for other funded projects that: 1) involve construction of new highway; 2) significantly change the horizontal or vertical alignment of an existing highway; or 3) increase the number of through traffic lanes on an existing highway.

If the project will include any of the preceding triggers, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. If impacts are identified, describe significance and proposed mitigation measures. Attach a copy of the noise study, if applicable. (*Additional information on Noise considerations can be found in Section 446 of the EPM*.)

Parks, Recreation Areas, Wildlife Refuges, Historic Properties or Scenic Byways, 4(f)/6(f) Lands

Identify and describe any 4(f) and/or 6(f) lands located within or adjacent to the project area.

Under Section 4(f) of the 1966 Department of Transportation Act, the FHWA and other USDOT agencies cannot approve the use of land from a publicly owned park, recreation area, or wildlife and waterfowl refuge, or any significant historic site, unless a determination is made that:

1) There is no feasible and prudent alternative to using the property; and
2) The proposed action includes all possible planning to minimize harm to the property resulting from such use.

If a 4(f) property is present, identify the property and describe the impacts to the 4(f) resource. If impacts are identified, the severity of the impacts and type of 4(f) resource will dictate whether a programmatic 4(f) document or an individual 4(f) document must be prepared. Copies of the programmatic 4(f) agreements available – describing conditions to be met and subsequent documentation requirements – can be found within *Section 455 of the EPM* or at the following link:

http://www.fhwa.dot.gov/environment/guidebook/chapters/v2ch15.htm

If the project's impacts to 4(f) resources are not programmatic, an individual 4(f) document must be prepared. Guidance on the format and content of the individual 4(f) document can be found in *Section 455 of the EPM* or at the following link:

http://www.fhwa.dot.gov/environment/guidebook/vol2/doc15d.pdf

If impacts to 4(f) resources are identified, attach a copy of the approved programmatic or individual 4(f) document.

Section 6(f) applies to all projects that impact recreational lands purchased or improved with federal land and water conservation funds. The Secretary of the Interior must approve any conversion of property acquired or developed with assistance under this act to other than public, outdoor recreation use. If a 6(f) property is present and impacts will occur, attach a copy of the Secretary of the Interior's approval. (*Additional information on Section 6(f) considerations can be found in Section 455 of the EPM.*)

Resource Lands

Identify any of the following resource lands located within 300 feet of the project limits or those that will be otherwise impacted by the project.

a) Identify whether any agricultural land is present. If "yes", is the resource considered to be prime and unique farmland? Farmlands that are defined as "prime", "unique" or of state or local significance are protected by federal and state legislation.

   Prime farmland is defined as land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides and labor, and without intolerable soil erosion. Prime farmland includes land that possesses the above characteristics and may include land currently used as cropland, pastureland, rangeland, or forestland. It does not include land already in or committed to urban development or water storage.

   Unique farmland is defined as land other than prime farmland that is used for production of specific high-value food and fiber crops. It has the special combination of soil quality, location, growing season, and moisture supply to economically produce sustained high quality or high yields of specific crops when treated and managed according to acceptable farming methods. Examples of such crops include lentils, nuts, annual cropped white wheat, cranberries, fruits, and vegetables.

   If the project will result in the conversion of prime or unique farmland, the project must be evaluated to determine if it fits under one of the following exemptions:

   - Construction within existing rights of way purchased before August 6, 1984.
   - All resurfacing and normal road repairs.
   - Rights of way taken from existing residents and/or businesses.
   - Borrow areas and disposal sites not arranged for under the direction of WSDOT.
   - Land committed to water storage.

   If the project will result in the conversion of prime or unique farmland and is not exempt, the Local Agency must complete Parts I and III of Form AD 1006 and submit a copy of for review to the Natural Resources Conservation Service (NRCS) Office. (*Additional information on Farmlands considerations can be found in Section 454 of the EPM.*) A copy of Form AD 1006 is enclosed below:

ftp://npssftp.ftw.nrcs.usda.gov/ftp/forms_r2/AD/AD1006.pdf

And a list of the NRCS Offices is available via the following link:

http://oip.usda.gov/scripts/ndisapi.dll/oip_agency/index?state=wa&agency=nrcs

Attach a copy of the NRCS approved Form AD 1006, if applicable.

b) Identify any forest/timber lands present within the project area and impacts.

c) Identify any mineral deposits present within the project area and impacts.

Rivers, Streams (Continuous, Intermittent), or Tidal Waters

a) Identify all waterbodies within 300 feet of the project limits or any waterbodies that will otherwise be impacted by the project. If waterbodies are present, identify the Fisheries WA Stream Number, if available, and if the waterbody is on Ecology's 303(d) Report. If the waterbody is on Ecology's 303(d) Report, include the reasons for listing and date of report.

The enclosed link provides Ecology's 303(d) List of Impaired and Threatened Waterbodies:

http://www.ecy.wa.gov/programs/wq/303d/index.html

If a river is present within the project area, determine and note whether the river has been designated as a federal Wild and Scenic River or as part of Washington's Scenic River System. Federal and state legislation protects the wild and scenic values of certain rivers. Transportation projects that may adversely affect a wild and scenic river are encouraged to coordinate early with local, state, and/or federal agencies responsible for a designated wild and scenic river.

Although no specific permits are required for impacting a wild and scenic river, attach documentation that will illustrate the coordination that occurred with responsible officials to identify and study impacts, identify possible mitigation, and select an alternative.

Federally designated Wild and Scenic Rivers within the state of Washington are:

- Skagit River and all tributaries upstream of the pipeline crossing at Sedro Wooley
- Klickitat River from Wheeler Creek to the confluence with the Columbia River
- White Salmon River from the confluence of Gilmer Creek (near the town of BZ Corner) to the confluence with Buck Creek

Federally designated Study Rivers within the state of Washington are: (Study Rivers are areas being studied to determine if they qualify for designation.)

- Klickitat River upstream of the confluence of the Little Klickitat River to the Yakama Indian Reservation boundary
- White Salmon River upstream of the confluence with Gilmer Creek

Responsible agencies are:

- State Parks and Recreation Commission – manage all state scenic rivers. Local agencies also administer State Scenic Rivers through their Shoreline Management Plans.
- National Park Service, Recreation Programs – manage all rivers on the Nationwide Rivers Inventory.
- Mt. Baker-Snoqualmie National Forest, Mt. Baker Ranger District office – manages the Skagit Wild and Scenic River.
- Columbia River Gorge Commission – manages the Klickitat and White Salmon Wild and Scenic Rivers.

Additional information on wild and scenic rivers within the state of Washington can be found at the following link:
http://www.nps.gov/rivers/wildriverslist.html#wa

Section 453 in the *EPM* provides additional information on designated rivers within the state of Washington and guidance on ensuring appropriate consideration of impacts to wild and scenic rivers.

b) Identify any stream crossing structures by type.

Tribal Lands

Identify any Tribal lands located within the project area or that will otherwise be impacted by the project. The enclosed link provides a map identifying the location of federally recognized Tribal land within the state of Washington:
http://www.goia.wa.gov/directory/pdf/14TRIBAL%20LOCATIONS.pdf

If Tribal lands are present or will be impacted by the project, describe the coordination efforts that have occurred with the Tribe(s).

Visual Quality

Identify whether the project will impact roadside classification or visual aspects. If "yes", identify the impacts and their level of significance. (*Additional information on Visual Quality considerations can be found in Section 459 of the EPM*.)

Water Quality/Stormwater

Respond to the questions listed and include a statement that affirms that the proposed project's water quality/quantity treatment for new and any existing impervious surface will be in compliance with WSDOT's *2004 Highway Runoff Manual* or equivalent manual. (*Additional information on Water Quality/Stormwater considerations can be found in Section 431 of the EPM*.)

Evidence of coordination with state and federal resource agencies (e.g., a copy of a NWP permit; a copy of the TESC plan; etc.) is not required for FHWA's approval of the NEPA document. It is the responsibility of the local agency to prepare any required documentation and coordinate the review and approval process with resource agencies, as appropriate.

Previous Environmental Commitments

Identify whether any previous environmental commitments have been made within the project area. If "yes", describe the commitments, whether the commitment was the result of a permit; identify the agency issuing the permit; date issued; and how the commitments will be met.

Long Term Maintenance Commitments

Identify whether any long-term maintenance commitments are necessary for the project. If "yes", describe the commitments and how they will be met, within the space provided.

Environmental Justice

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (2/11/94), requires all federal agencies, to the extent allowed by law, to administer and implement its programs, policies and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations.

The Executive Order is available online at:

http://www.fhwa.dot.gov/environment/ejustice/facts/index.htm#legislation

Projects must be evaluated for disproportionate impacts to minority and low-income populations. If the potential for impacts to minority and low-income populations is present, attach documentation that will illustrate the impacts were identified and evaluated to determine if they are disproportionate; coordination that occurred; the opportunities provided for community input; and mitigation measures. (*Additional information on Environmental Justice considerations can be found in Section 458 of the EPM*.)

If an agency checks "no" for this question, they must include evidence of how they determined environmental justice (EJ) populations to be absent from the proposed project area.

If an agency checks "yes" for this question, they must provide the analysis undertaken to determine that impacts are not disproportionate or adverse to EJ populations present and any proposed mitigation to resolve impacts.

Part 5 Biological Assessment and EFH Evaluations

Section 7 of the Endangered Species Act requires each federal agency to ensure its actions to authorize, permit or fund a project do not jeopardize the continued existence of any threatened or endangered species and designated critical habitat. The Act requires agencies to evaluate the potential impacts their project may have on listed and proposed species and critical habitat, make an effect determination, and consult with the NOAA Fisheries and U.S. Fish and Wildlife Service (USFWS), as appropriate.

Answer all questions within the Part 5 checklist. Use the space provided to further explain/justify any "yes" noted on the checklist. If the number of "yes" responses are too numerous or cannot be explained easily, then a separate biological assessment must be prepared. This does not mean that a NE determination is not the appropriate conclusion; just that it cannot be justified within the context of the checklist.

Check the appropriate ESA effect determination and note the date of concurrence for each Service and effect determination (either WSDOT/FHWA's approval of the NE determination; the Services' concurrence letter for a NLTAA; or the date of issuance of the BO for LTAA determinations). The updates to species listings that ESA requires must occur every six months, beginning from the concurrence dates noted.

Under the Fishery Conservation and Management Act of 1976 (Magnuson-Stevens Act), NOAA Fisheries was given legislative authority to regulate the fisheries of the United States. In 1996, this Act was amended to emphasize the sustainability of the nation's fisheries and create a new habitat conservation approach. This habitat is called Essential Fish Habitat (EFH).

Federal agencies must consult with NOAA Fisheries on all activities or proposed activities, authorized, funded, or undertaken by the agency that may adversely affect EFH. Additional information on EFH can be found at NOAA Fisheries homepage: http://www.nmfs.noaa.gov/

Check the appropriate effect determination for Essential Fish Habitat considerations. If an adverse affect determination is made, provide the date of concurrence from NOAA Fisheries and identify any conservation measures provided by NOAA Fisheries.

If the Part 5 checklist is not used as the BA documentation, attach copies of the BA and EFH analysis; all correspondence with the NOAA Fisheries and USFWS; and copies of concurrence letters and BOs, as appropriate.

Part 6 FHWA Comments

Leave this section blank. FHWA will use this section to provide any comments or notes regarding the NEPA approval.

Washington State Department of Transportation

Local Agency Environmental Classification Summary

Part 1 Project Description

Federal Aid Project Number	Route	Date Created	Intent of Submittal ☐ Preliminary ☐ Final ☐ Re-Evaluate

Agency	Federal Program Title ☐ 20.205 ☐ 20.209 ☐ Other

Project Title

Begin	End		
MP _____	MP _____	Miles _____	Townships _____
KP _____	KP _____	KM _____	Ranges _____
			Sections _____

County	Water Resource Inventory Area (WRIA) No. & Name	Within Puget Sound Basin? ☐ Yes ☐ No

Project Description

Part 2 Environmental Classification

NEPA	SEPA
☐ Class I - Environmental Impact Statement (EIS)	☐ Categorically exempt per WAC 197-11-800
☐ Class II - Categorically Excluded (CE)	CE Type (from SEPA Checklist) _____
CE Type (from 23 CFR 771.117) _____	☐ Determination of Non-Significance (DNS)
☐ Projects Requiring Documentation (Documented CE) (LAG 24.22)	☐ Environmental Impact Statement (EIS)
☐ Class III - Environmental Assessment (EA)	☐ Adoption
☐ Programmatic CE MOU	☐ Addendum
	☐ Supplemental

NEPA Approval Signatures

Local Agency Approving Authority	Date
Regional Local Programs Engineer / Assistant Secretary	Date
Highways and Local Programs Environmental Engineer	Date
Federal Highway Administration	Date

Completed By (Print Official's Name)	Telephone *(include area code)*	Fax *(include area code)*

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Part 3 Permits and Approvals Required

Yes	No	Permit or Approval	Yes	No	Permit or Approval
☐	☐	Corps of Engineers ☐ Sec. 10 ☐ Sec. 404	☐	☐	Shoreline Permit
		☐ Nationwide Type _____	☐	☐	State Waste Discharge Permit
		☐ Individual Permit No. _____	☐	☐	Section 4(f)/6(f): Wildlife Refuges, Recreation Areas, Historic Properties
☐	☐	Coast Guard Permit	☐	☐	TESC Plans Completed
☐	☐	Coastal Zone Management Certification	☐	☐	Water Rights Permit
☐	☐	Critical Area Ordinance (CAO) Permit	☐	☐	Water Quality Certification - Sec. 401 Issued by _____
☐	☐	ESA and EFH Compliance (See Part 5)	☐	☐	Tribal Permit(s), (If any) _____
☐	☐	Flood Plain Development Permit			
☐	☐	Forest Practice Act Permit			
☐	☐	Hydraulic Project Approval			
☐	☐	Local Building or Site Development Permits			
☐	☐	Local Clearing and Grading Permit			
☐	☐	Natl. Historic Preservation Act - Section 106	☐	☐	Other Permits, including GMA (List): _____
☐	☐	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction			
☐	☐	ROW Acquisition Required			

Part 4 Environmental Considerations

Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.

1. Air Quality - Identify any anticipated air quality issues.

Is the project included in the Metropolitan Transportation Plan? ☐ Yes ☐ No

If Yes, date Metropolitan Transportation Plan was adopted. _____

Is the project located in an Air Quality Non-Attainment Area or Maintenance Area (for carbon monoxide, ozone, or PM10)? ☐ Yes ☐ No

Is the project exempt from Air Quality conformity requirements? ☐ Yes ☐ No (If Yes, identify exemption below.)

2. Critical/Sensitive Areas - Identify any known Critical or Sensitive Areas as designated by local Growth Management Act ordinances.

a. Aquifer Recharge Area, Wellhead Protection Area, or Sole Source Aquifer. If located within a sole source aquifer, is project exempt from EPA approval? ☐ Yes ☐ No

b. Geologically Hazardous Area

c. Habitat. List known fish and wildlife species present and describe general habitat.

d. Are wetlands present within the project area? ☐ Yes ☐ No If Yes, estimated area of impact in acre(s): _____

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Part 4 Environmental Considerations - Continued

3. Cultural Resources/Historic Structures - Identify any historic, archaeological, or cultural resources present with the project's area of potential effects.

Does the project fit into any of the exempt types of projects listed in Sect. 24.82(a) of the LAG Manual? ☐ Yes ☐ No

If **Yes,** note exemption below.

If **No**: Date of OAHP consultation _____

Date of Tribal consultation(s) (if applicable) _____

Adverse affects on cultural/historic resources? ☐ Yes ☐ No

If Yes, date of approved Section 106 MOA _____

4. Flood Plains or Ways

Is the project located in a 100-year flood plain? ☐ Yes ☐ No

If yes, is the project located in a 100-year floodway? ☐ Yes ☐ No

Will the project impact a 100-year flood plain? ☐ Yes ☐ No (If Yes, describe impacts and analysis conducted.)

5. Hazardous and Problem Waste - Identify potential sources and type.

Is the project likely to involve site clean-up? ☐ Yes ☐ No

Will the project create any hazardous waste? ☐ Yes ☐ No (If Yes, describe waste handling and disposal.)

6. Noise - Identify potential sensitive receptors or previous mitigation commitments. Briefly describe your impacts to the sensitive receptor, if present.

7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, or Scenic Rivers/Byways, 4(f)/6(f) Lands - Identify any properties within the project limits and, if any are present, describe impacts to properties present.

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Part 4 Environmental Considerations - Continued

8. Resource Lands - Identify any of the following resource lands within 300 feet of the project limits and those otherwise impacted by the project. Describe any impacts to any resource lands identified.

a.

If present, is resource considered to be prime and unique farmland? ☐ Yes ☐ No

If Yes, date of approval from Natural Resources Conservation Service (NRCS) _____

b. Forest/Timber

c. Mineral

9. Rivers, Streams (Continuous, Intermittent), or Tidal Waters

a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.

Fisheries WA Stream No. _____ Ecology 303d Report No. _____

Reason for 303d listing _____

Date of Report _____

b. Identify stream crossing structures by type.

10. Tribal Lands - Identify whether the project will impact any Tribal lands - reservation; usual and accustomed areas; or areas protected under treaty rights, such as fishing.

11. Visual Quality

Will the project impact roadside classification or visual aspects? ☐ Yes ☐ No (If Yes, identify the impacts.)

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Part 4 Environmental Considerations - Continued

12. Water Quality/Storm Water

Has NPDES municipal general permit been issued for this WRIA? ☐ Yes ☐ No

Amount of existing impervious surface within project limits: _____

Net new impervious surface to be created as a result of project: _____

Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's 2004 HRM, DOE's western or eastern Washington stormwater manuals, or a local agency equivalent manual? ☐ Yes ☐ No

If no, explain proposed water quality/quantity treatment for new and any existing impervious surface associated with proposed project.

13. Previous Environmental Commitments

Have previous environmental commitments been made in the project area? ☐ Yes ☐ No

Describe commitments. If commitments are a result of permit conditions, identify issuing agency, permit number and date, and how commitments will be met.

14. Long-Term Maintenance Commitments

Are long-term maintenance commitments necessary for this project? ☐ Yes ☐ No
Identify.

15. Environmental Justice

Are minority and/or low income communities impacted by the project? ☐ Yes ☐ No (If Yes, identify the impacts.)

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Part 5 Biological Assessment and EFH Evaluations

Answer **ALL** questions. Refer to the Part 5 Biological Assessment Checklist Instructions before completing this section.

Permits

1. Are any of the following environmental permits, as indicated in Part 2, required: HPA, 404 wetlands, or local clearing and grading, shorelines, or permits related to critical or sensitive areas ordinances? ☐ Yes ☐ No

Location

	2. Will any construction work occur within 0.5 miles of any of the following:	3. Does the project involve blasting, pile driving, concrete sawing, rock drilling, or rock scaling activities within 1 mile of any of the following?
Bald eagle nesting territories, winter concentration areas, or bald eagle communal roosts?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Spotted owl management circles or designated critical habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Marbled murrelet nest or occupied stand, or designated critical habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Western snowy plover designated critical habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Federal threatened, endangered, proposed, or candidate plant species locations or documented habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Canada lynx habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Gray wolf habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Grizzly bear habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Brown pelican night roosts?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
Woodland caribou habitat?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know
A mature coniferous or mixed fixed forest stand?	☐ Yes ☐ No ☐ Don't Know	☐ Yes ☐ No ☐ Don't Know

4. Will any construction work occur within 300 feet of Puget Sound, Strait of Juan de Fuca, or the Pacific Ocean? ☐ Yes ☐ No
5. Will any construction work occur within 300 feet of any permanent or intermittent waterbody, **which supports or drains into a listed fish supporting** waterbody? ☐ Yes ☐ No ☐ Don't Know
6. Will any construction work occur within 300 feet of any wetland, pond, or lake that is connected to **any** permanent or intermittent waterbody? ☐ Yes ☐ No ☐ Don't Know
7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)? ☐ Yes ☐ No ☐ Don't Know

Stormwater

8. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's 2004 HRM, DOE's western or eastern Washington stormwater manuals, or a local agency equivalent manual? ☐ Yes ☐ No

Construction Activities

9. Will any construction waste materials (e.g., asphalt or concrete grindings or byproducts, construction-related chemicals, fill materials, or excavated materials) from the project be disposed of at a location other than a permitted disposal site? ☐ Yes ☐ No ☐ Don't Know
10. Will the project involve any in-water work? ☐ Yes ☐ No ☐ Don't Know
11. Will the project effect the water regime of, or utilize any water from a waterbody, which supports or drains into a listed fish supporting waterbody; or any wetland, pond, or lake? ☐ Yes ☐ No ☐ Don't Know
12. Will construction work occur outside the existing pavement? If Yes, go to 12a. ☐ Yes ☐ No

12a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling, or modifications of vegetation or tree cutting? ☐ Yes ☐ No

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Determination

If all the above questions were marked No (with the exception of Question 8a.), or if any of the above items were checked Yes or Don't know, but an adequate justification has been provided to support a no effect determination, then check **No Effect.** If any of the above items were checked Yes or Don't Know (with the exception of Question 8a.), a biologist is required to conduct a review and evaluate the project; complete the section 7 consultation process per section 24.7 of the LAG manual. Note: If a biologist is required to conduct a review and evaluate the project, this does not preclude a no effect determination.

	NOAA Fisheries	USFWS
☐ No Effect	_____	_____
☐ NLTAA Date of Concurrence	_____	_____
☐ LTAA Date BO Issued	_____	_____
Date of First 6 Mo. Update	_____	_____

Essential Fish Habitat Determination:

☐ No Effect

☐ Adverse Effect. Date of NOAA Concurrence _____

Analysis for No Effects Determination (Required if any item in Section 5 was checked Yes).

Part 6 FHWA Comments

Use Supplement Sheet if additional space is required to complete this section.

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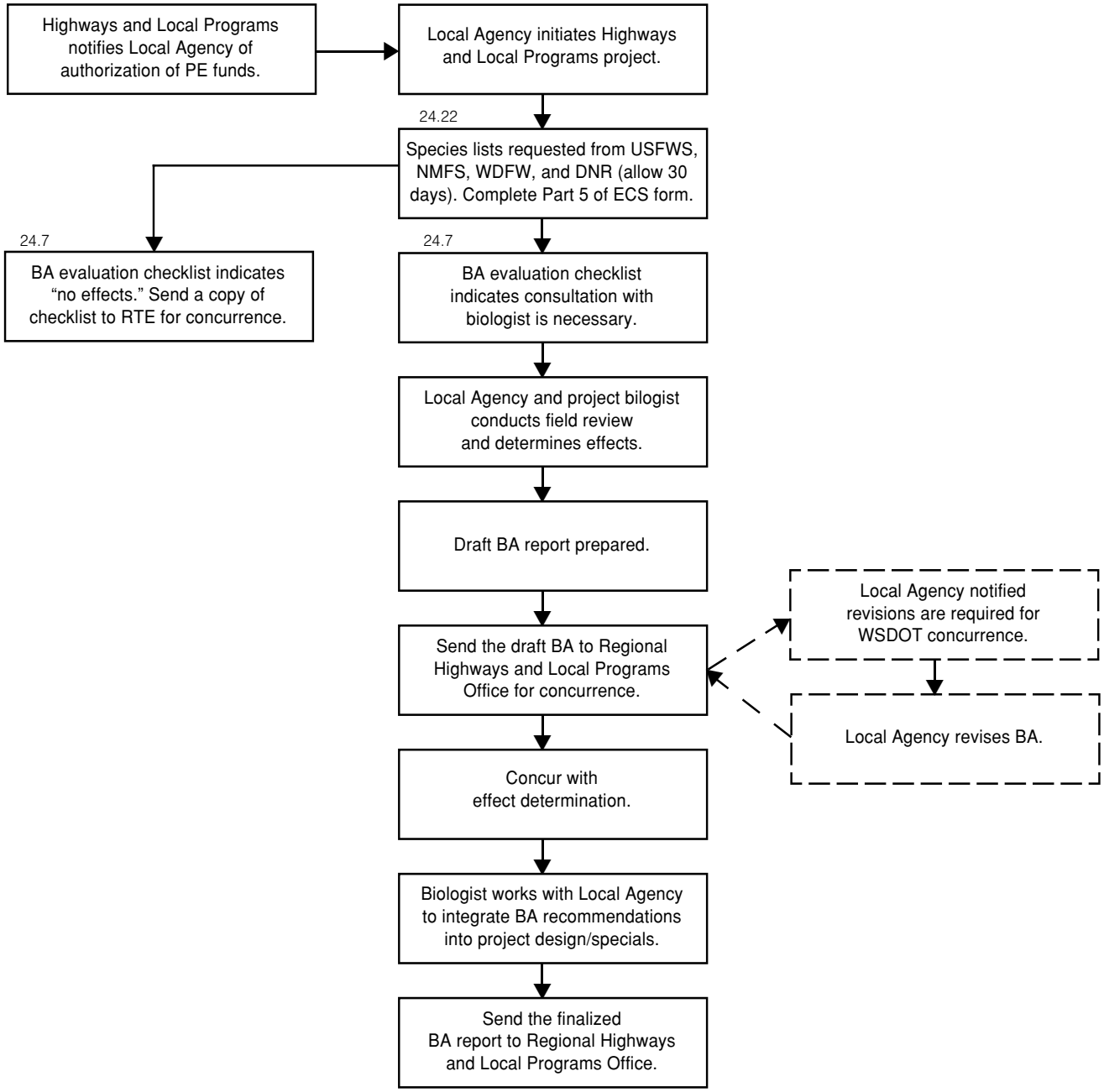

Highways and Local Programs notifies Local Agency of authorization of PE funds.
Local Agency initiates Highways and Local Programs project.
24.22
Species lists requested from USFWS, NMFS, WDFW, and DNR (allow 30 days). Complete Part 5 of ECS form.
24.7
BA evaluation checklist indicates "no effects." Send a copy of checklist to RTE for concurrence.
24.7
BA evaluation checklist indicates consultation with biologist is necessary.
Local Agency and project bilogist conducts field review and determines effects.
Draft BA report prepared.
Send the draft BA to Regional Highways and Local Programs Office for concurrence.
Local Agency notified revisions are required for WSDOT concurrence.
Local Agency revises BA.
Concur with effect determination.
Biologist works with Local Agency to integrate BA recommendations into project design/specials.
Send the finalized BA report to Regional Highways and Local Programs Office.

s

3.1 Biological Assessment Review Checklist (Version 9a)

Project Name: _____
Region, City or County:_____
Biologist Name, Affiliation and Phone Number: _____
Contact Name, Agency/Region, Phone Number: _____

General Comments: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Key: **SUF = Sufficient information** contained in BA; **INC = Incomplete** or insufficient information to justify effect determination; **MIS = Missing** information that is key to addressing potential impacts and justifying determinations of effect. **N/A = Not Applicable**, the project does not require this information to justify the effect determination, or does not apply. ***Remember, the level of detail should be commensurate with the effects of the action.*** *Required information is not shaded, items that are shaded are highly recommended to support the analysis and justify the effect determination.*

Biological Assessments Should Include The Following Information:

Project Description. Describe in detail the type and scope of action proposed. Use plain language and avoid engineering jargon with no explanation, for example, signalization and channelization. To a fish biologist, channelization means straightening and ditching a stream. To a road engineer, it means turn lanes. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Describe the overall **purpose of the project** and a brief summary of project objectives. This should be a general statement, and not necessarily the NEPA purpose and need statement.

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. List all proposed project related **construction activities** and types of equipment. Include sources of loud noise above ambient levels. Include all phases or stages of the project and include details about any structures altered or built by the proposed actions. Emphasis the ways the project was designed to reduce impacts to listed species such as the use of retaining walls.

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. **Secondary project features** (i.e. wetland mitigation construction, staging areas, detours, waste and stockpile sites, safety clearing, work trestles and temporary work bridges, and demolition). Include mitigation activities required by regulatory agencies (i.e. WDFW, etc.) that are a part of the proposed actions.

SUF INC MIS N/A
☐ ☐ ☐ ☐

D. Include **simple plan sheets or overview of alignment** showing where work is proposed relative to sensitive areas and/or habitat.

SUF INC MIS N/A
☐ ☐ ☐ ☐

E. Quantify area of **vegetation removal**, include clearing and grubbing, vegetation type, replanting plans. For trees include species and size (height and dbh). Describe both temporary and permanent clearing.

SUF INC MIS N/A
☐ ☐ ☐ ☐

F. Provide a **chronology of when activities will occur**, timing of construction, phasing. Provide hours of operation, specify day or night, time of year (months and year), duration. If details are unavailable, identify a potential work window using the worst case scenario.

SUF INC MIS N/A
☐ ☐ ☐ ☐

G. Describe **proposed grading and filling or other earthwork, include specific BMP's** for erosion, sedimentation, stormwater and spill control. If appropriate, append the TESC Plan, Spill Control Plan, BMP specifications, etc.

SUF INC MIS N/A
☐ ☐ ☐ ☐

H. Explain any expected changes to the **operation of the facility** (i.e., increased traffic, revised use patterns, new maintenance needs, etc.)

SUF INC MIS N/A
☐ ☐ ☐ ☐

I. **Stormwater treatment information**: Stormwater treatment information should not be in its own section but should be included in the project description. It should not be more that a couple of paragraphs long and should address: How much **new impervious surface (NIS)** is the project creating (including sidewalks, parking lots, etc. for which it is determined that stormwater treatment should be included), and how much of the NIS is being treated for stormwater (% or total amount)? What BMP's are proposed to treat NIS for quality & quantity? What is the receiving area/waterbody and overflow channel for each BMP? What is the amount of **existing (pre-project) impervious surface (EIS)** in project area? How much EIS is currently (pre-project) treated for stormwater? What BMP's are being used to treat EIS for quality, quantity and what are the receiving areas/waterbody for each BMP? How much of the untreated EIS is proposed for treatment as part of project? What BMP's are proposed for treatment of the untreated EIS identified above (quality, quantity, receiving area/waterbody)? Is off-site stormwater being treated in WSDOT stormwater facilities under pre-project conditions? If yes, will this treatment continue at the same level under the proposed project? Describe the location of the facilities and outfalls. Include the effects of constructing these facilities in the impact analysis.

SUF INC MIS N/A
☐ ☐ ☐ ☐

J. Describe **proposed in-water work** (below OHWM) and work over waterbodies, and potential for impacts to riparian vegetation. Include conditions and **work windows** as described in the WDFW Hydraulic Project Approval and/or negotiated with USFWS and NMFS. State clearly if the project does not include any in-water or over water work. Include a figure showing locations of waterbodies potentially affected by proposed in-water work.

Project Description Comments:
_____
_____
_____
_____

Description of the Project Action Area. The following items should be addressed as appropriate:

SUF	INC	MIS	N/A	
☐	☐	☐	☐	A. **Define the Action Area** (area of potential impacts, both **indirect** and direct). The action area is usually larger than the project area or project vicinity (i.e., the river upstream & downstream from a bridge project, waterbodies receiving stormwater, detour routes, wetland or other mitigation sites resulting from project impacts). Include *all* areas, including mitigation areas and other areas located outside of the immediate project area, that may be affected by project activities.
☐	☐	☐	☐	B. Provide a **legal description** (Section, Township, Range) and **vicinity map** that clearly shows the project in relation to nearby waterbodies, sensitive habitats, etc.
☐	☐	☐	☐	C. Provide the location in the Sixth Field HUC.
☐	☐	☐	☐	D. **Photographs**, especially color copies, are useful to orient the reviewer to the project area. A combination of aerial or orthophotos, and snapshots are ideal.
☐	☐	☐	☐	E. Date of **field review**(s) of project, personnel involved, and results of visit(s).
☐	☐	☐	☐	F. Describe the **environmental baseline (current or pre-project) condition** of the habitat and the project area. The baseline description should address all pertinent habitat parameters for the species. Where appropriate, address aquatic baseline conditions using the matrix of pathways and indicators (MPI) for the appropriate species. Only address the MPI if in water work will occur and include the actual chart in the body of the document. In the document only address those indicators that may be impacted by the project. Additional information on the rest of the indicators may be provided in the appendix. Decide if the indicators will be addressed at the project level or action area level in addition to the watershed level.
☐	☐	☐	☐	G. Describe the **project setting** in terms of physiographic region, general topography, dominant habitat and vegetation type(s), aquatic resources, land use patterns and existing disturbance levels from human activities, roadways, etc.
☐	☐	☐	☐	G. Include information about **past and present activities** in the area that relate to the species or its habitat and/or the proposed action. This could include past consultations and conservation measures, or species management plans.

Description of the Project Action Area Comments:
_____
_____
_____
_____
_____

Endangered, Threatened and Proposed Species and Designated Habitat Occurrence. The BA should be based on current site-specific information about the species and its life history. Be sure to cite any relevant scientific literature or research findings as referenced. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Cite **species listings** provided by NMFS and/or USFWS. Species listings should be updated every 6 months (listings must not be more than 6 months old) or if there are status changes. USFWS listings for Western Washington may be obtained from their web site: http://westernwashington.fws.gov/se/SE_List/endangered_Species.asp

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. Identify any **listed, proposed species**, and **designated or proposed critical habitat**, that are **known or have the potential to occur** on site or in the project action area. Cite the Federal Register notice of listing status or proposal for listing. Identify fish by ESU or DPS. Discussion included about individual species should focus primarily on site specific information. Candidate species can be addressed in the appendix.

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. Describe the **species, its habitat requirements and ecology** as it relates to the action area, and relate that to the local populations. A lengthy life history is not required, and can be incorporated by referencing appropriate listing documents. Enough information should be provided to adequately explain the potential impacts.

SUF INC MIS N/A
☐ ☐ ☐ ☐

D. Describe the **potential suitable habitat** and **critical habitat** for the species found on site or in the project action area and how local populations use it. Discuss the **local status** of the species as appropriate. Determine the likely level and type of use of the area by each species.

SUF INC MIS N/A
☐ ☐ ☐ ☐

E. If a No Effect determination is made based on **lack of suitable habitat** for a particular species in the action area, this needs to be adequately justified and documented. Discuss the **habitat features or types that are available** as compared to the habitat features that define suitable habitat for each species.

SUF INC MIS N/A
☐ ☐ ☐ ☐

F. If relevant, describe any efforts to determine the status of the species in the project area, including information on **survey methods, timing and results of surveys** for species or suitable habitat identification. *If suitable habitat is present, species presence should be assumed until adequately proven otherwise*.

Listed and Proposed Species and Habitat Occurrence Comments:
_____
_____
_____
_____
_____

Analysis of Effects on Listed and Proposed Species and Designated and Proposed Critical Habitat. Provide a thorough analysis of the proposed project on the species and its habitat within the Action Area. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

G. Include any information received from **biologists with special expertise** on the species or location, such as WDFW, Tribal, USFS or other local, regional and university fish, wildlife and habitat biologists and plant ecologists. Include conversations cited as pers. comm. in the References section, and document what their expertise is in.

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Describe how the **environmental baseline** (current or pre-project condition of the habitat in the action area) will be degraded, maintained or improved (restored). Append the completed NMFS and/or USFWS Checklist for Documenting Environmental Baseline and Effects of Proposed Action(s) on Relevant Indicators. Only address the indicators that will be impacted by the project. Include the matrix of pathways and indicators (MPI) chart in the BA, but place the discussions of the non-impacted indicators in the appendix.

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. **Direct Effects:** Describe and analyze the **effects of the action that would directly affect the species, suitable habitat and food resources**. Include actions that would potentially remove or destroy habitat, displace or otherwise influence the species, either positively (beneficial effects) or negatively (adverse effects).

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. Describe potential for **impacts from disturbance** (i.e., noise above ambient levels, sudden loud noises, increased human activity), **from construction and continuing operation.** Construction impacts would be considered direct effects whereas operation noise impacts could be considered indirect effects (occur later in time).

SUF INC MIS N/A
☐ ☐ ☐ ☐

D. **Indirect Effects:** Describe any potential **indirect impacts** (those that occur later in time) such as impacts to future food resources or habitat, and impacts from increased long-term human access or project-induced growth. **The action area must include the extent of these impacts.**

SUF INC MIS N/A
☐ ☐ ☐ ☐

E. **Interrelated and Interdependent Activities:** Describe and analyze any potential effects from interdependent actions (actions that have no independent utility apart from the primary action) and interrelated actions (actions that are part of the primary action and dependent upon that action for their justification) on the species or habitat that **would not occur "if not for" the proposed action**.

SUF INC MIS N/A
☐ ☐ ☐ ☐

F. **Cumulative Effects:** Identify those **cumulative effects** within the action area (defined as future State or private actions) that are reasonably certain to occur. Cumulative effects are not used to make the effect determination, but must be provided to the Services for their analysis. Please note that this definition differs from that used under NEPA as it does not include future Federal actions. **Cumulative effects analyses are required for formal consultations ("likely to adversely affect") only.**

SUF INC MIS N/A
☐ ☐ ☐ ☐

G. If species specific **recovery, management, and/or watershed plans** have been established, address the project in terms of compliance and recommendations.

SUF INC MIS N/A
☐ ☐ ☐ ☐

H. For **proposed species**, analyze the potential for the project to jeopardize the continued existence of the species. In addition to a jeopardy call the BA should make a provisional effect determination.

SUF INC MIS N/A
☐ ☐ ☐ ☐

I. Discuss any **potential take** of listed species. This must be unavoidable and quantified if an incidental take permit is being requested.

SUF INC MIS N/A
☐ ☐ ☐ ☐

The BA must contain a **distinct statement of the overall effect of the project on each species**. It must also provide supporting evidence to justify the effect determination (for listed species) or jeopardy call (for proposed species). The determination must be consistent throughout and worded correctly.

Analysis of Effects on Listed Species Comments:

_____
_____
_____
_____
_____

_

Analysis of Impacts on Candidate Species, Species of Concern and Other Sensitive Wildlife. Depending upon the scope of the project the BA should address federal candidate and species of concern, as well as state listed species, PHS resources, Tribal resources, and Forest Service Sensitive species. Although the ESA may not apply to these species, if significant impacts could occur, they should be discussed commensurate with the issues. This could also help avoid future listings. This section should be placed in the Appendix. The following items should be addressed:

SUF INC MIS N/A ☐ ☐ ☐ ☐	A. Indicate the potential suitability of habitat in or near the project. Indicate the known or likely potential level of use of the site or project vicinity by the species.
SUF INC MIS N/A ☐ ☐ ☐ ☐	B. These species can be addressed in guilds (species with similar life histories or habitat requirements), for example all bat species, amphibians, or aquatic species can be lumped together.
SUF INC MIS N/A ☐ ☐ ☐ ☐	C. Describe any potential direct or indirect impacts on the species, (i.e., habitat loss, disturbance, etc.).
SUF INC MIS N/A ☐ ☐ ☐ ☐	D. Species other than federally listed species, such as those mentioned above (State listed, Forest Service, Tribal, PHS, etc.) could be mentioned here as appropriate.
SUF INC MIS N/A ☐ ☐ ☐ ☐	E. Impact assessment for these species should indicate whether the project is likely to significantly impact their populations or important habitat components.

Analysis of Impacts on Candidates and Species of Concern Comments:
_____
_____
_____
_____

Recommended Conservation Measures. Describe components of the project that may benefit or promote the recovery of listed species and are included as an integral part of the proposed project. These conservation measures serve to minimize or compensate for project effects on the species under review. Recommendations should be discussed with the project engineer to insure that they are feasible for the project. Typically NMFS and USFWS require inclusion of the recommendations in the project as part of the conditions of their concurrence. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Provide **specific recommendations**, as appropriate**, to reduce or eliminate the adverse effects of the proposed activity**. Potential measures include: timing restrictions for all or some of the activities; clearing limitations; avoidance of specific areas; special construction techniques; HPA conditions; replanting with native vegetation; potential of habitat enhancement (i.e., fish passage barrier removal); best management practices, etc. If applicable, append a copy of the HPA, specs. for BMP's, or other documentation to support the implementation of the conservation measure.

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. These should be clearly stated so they can be **easily incorporated into contract plans and implemented**.

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. Include a **description of any proposed monitoring** of the species, its habitat and conservation measure effectiveness.

Recommended Conservation Measures Comments:
_____
_____
_____
_____
_____

Conclusions and Effect Determinations. Summarize the proposed project and objectives, and restate the listed species that may occur near the project and the expected level of use. State what conclusions regarding potential impacts to the species discussed can be supported from the information presented in the report. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. A **determination of effect** must be made for each threatened and endangered species as well as any designated critical habitat*. For each, only one of the following determinations of effect is acceptable:

- Beneficial Effect (by definition cannot be a No Effect, must also be one of the May Affect calls);
- No Effect (absolutely NO effect whatsoever);
- May Affect, Not Likely to Adversely Affect (insignificant - never reaches level where take occurs, or discountable - extremely unlikely to occur); or
- May Affect, Likely to Adversely Affect (measurable or significant effects)

J. *In addition to the determination of effect made for designated critical habitat, you must also determine whether the action will **destroy or adversely modify** designated critical habitat. The format of the effect determination should include a list of all the factors that could affect the species followed by list of justifications for why it leads to the identified effect determination.

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. For any **proposed species or proposed critical habitat** discussed, the conclusions should indicate whether the proposed project is likely to **jeopardize** the continued existence of the species (as in the entire species, not individual(s)), or destroy or adversely modify the proposed critical habitat. A **conditional effect determination** is also recommended in the event that the species is listed prior to project completion.

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. For species discussed that are not afforded protection under ESA (i.e**., candidates, species of concern, state listed species**, etc.), the conclusions should indicate whether the project is likely to significantly impact populations, individuals or suitable (occupied or unoccupied) habitat. This analysis should be included with the rest of the candidate species section in the appendix.

Conclusions and Effect Determinations Comments:

_____
_____
_____
_____
_____
_____

References and Appendices Refer to all appropriate project documents, particularly if the assessment depends upon information located elsewhere (e.g., in an EIS or EA). You should consider providing the Service with copies of pertinent documents along with the BA. Ideally, the BA will be a complete stand-alone document for ESA purposes. The following items should be addressed:

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. Include as appropriate: any photographs; simple project plans; survey methods, protocols and results; and copies of the listing letters from NMFS and USFWS; Hydraulic Project Approval (WDFW); planting plans ; Hydraulic Report; NMFS Baseline Checklist; Stormwater guidance, etc.

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Provide **citations** for other information referred to in the BA, such as current literature and personal contacts used in the assessment. Include name, affiliation, and date. Use as the most recent references available on each species and topic.

SUF REMOVE
☐ ☐

C. In the final document, **do NOT include** copies of PHS maps or site specific habitat resource maps, or tabular data **if they contain details on sensitive information such as nest site locations or congregation areas.** Information on some listed species should not be included in a public document. This information can accompany the document to aid the reviewer, but should not be incorporated into the document.

References and Appendices Comments:

_____
_____
_____
_____
_____

Additional Comments:

_____
_____
_____
_____
_____

Essential Fish Habitat (EFH). This section should be included in the appendix. EFH means those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. EFH assessments must include a brief description of what EFH is, where it is located within the action area, a description of the project actions, an analysis of effects, including cumulative effects, of the proposed action on EFH, and an effects determination for the EFH of each species and/or species group for which habitat is present. When integrated with a biological assessment prepared for Section 7 consultation, elements of the project description, impact analysis, and conservation measures that are included in the ESA portion of the BA may be referenced in the EFH portion to avoid redundancy.

SUF INC MIS N/A
☐ ☐ ☐ ☐

A. Provide a brief description of what EFH is, why it must be addressed, where it is found in the project action area, which species or species groups are within the action area it pertains to, and their use of habitat within the action area (significant prey species should also be considered). For the Pacific Coast salmon fishery, identify species (coho, chinook, and/or pink). Otherwise, identify species group (groundfish and/or coastal pelagics).*

*Note that EFH pertains to both listed and non-listed species. For example, an EFH analysis may still be required when a project does not occur within the ESU of a listed species, but where chinook, pink, or coho salmon or groundfish occur. Additional guidance for integrating ESA and EFH consultations may be found at: http://www.nwr.noaa.gov/1habcon/habweb/msa.htm

SUF INC MIS N/A
☐ ☐ ☐ ☐

B. Include a brief statement of **potential impacts (including beneficial effects) to EFH**, including a description of individual or cumulative adverse effects of the project on relevant EFH, the managed species or species groups, and associated species such as major prey species, referring as necessary to supporting material in the ESA portion of the BA.

SUF INC MIS N/A
☐ ☐ ☐ ☐

C. Include a description of **conservation measures** that will minimize or eliminate potential impacts to EFH and/or refer to appropriate conservation measures detailed in the ESA portion of the BA.

SUF INC MIS N/A
☐ ☐ ☐ ☐

D. A **determination of effect** must be made for the EFH of each species and/or species group for which it is present. If the effect determination will be different for a species of Pacific salmon, the determination is made for each species in the species group (e.g., chinook, coho and/or pink salmon). Otherwise, the determination of effect is made for the species group (e.g.,

Pacific salmonids, groundfish and/or coastal pelagics). It should state either **"no adverse effect"** or **"adverse effect"** on EFH).

EFH Additional Comments:

_____
_____
_____
_____
_____
_____
_____

3.2 "No Effect" Letter Checklist.

"No Effect" Letter Checklist

Project Name: _____
Region, City or County:_____
Biologist Name, Affiliation and Phone Number: _____
Contact Name, Agency/Region, Phone Number: _____

General Comments:
_____
_____
_____
_____
_____
_____

Typically, the "no effect" letter (NEL) should be two to three pages in length, depending on the complexity of the proposed action. The purpose of the NEL is to document and support the "no effect" determination(s). The focus of a NEL should be a brief but complete project description, species habitat and occurrence information, analysis of project impacts, and justification for the "no effect" determination. The NEL should end with this language, "*It is our understanding that this satisfies our responsibilities under Section 7 (c) of the Endangered Species Act at this time, and we are sending you this copy of our assessment for your files. We will continue to remain aware of any change in status of these species and will be prepared to re-evaluate potential project impacts if necessary*."

Key:
SUF = Sufficient information contained in the NEL;
INC = Incomplete or insufficient information to justify "no effect" determination;
MIS = Missing information that is key to addressing potential impacts and justifying the "no effect" determination.
N/A = Not Applicable, the project does not require this information to justify the "no effect" determination, or does not apply.

Remember, the level of detail should be commensurate with the effects of the action.

No Effect Letters Should Include The Following Information:

SUF	INC	MIS	N/A	
☐	☐	☐	☐	A. Describe the overall **purpose of the project** and a brief summary of project objectives. Estimate the duration and the dates that the project will occur.
☐	☐	☐	☐	B. Cite species listings provided by NMFS and/or USFWS. Append a copy of the listing to the report. Species listings should be updated every 6 months (listings must not be more than 6 months old) or if there are status changes.
☐	☐	☐	☐	C. Provide a legal description (Section, Township, Range) and vicinity map that clearly shows the project in relation to nearby waterbodies, sensitive habitats, etc.
☐	☐	☐	☐	D. Photographs, especially color copies, are useful to orient the reviewer to the project area. A combination of aerial or orthophotos, and snapshots are ideal.
☐	☐	☐	☐	E. List all proposed project related construction activities and types of equipment. Describe expected noise and disturbance issues. Estimate timing (daylight/nighttime) of project activities. Include all phases or stages of the project. Include any secondary project features such as mitigation, staging areas, detours, waste and stockpile sites, etc.
☐	☐	☐	☐	F. Date of field review(s) of project, personnel involved, and results of visit(s).
☐	☐	☐	☐	G. Describe the project setting in terms of physiographic region, general topography, dominant habitat and vegetation type(s), aquatic resources, land use patterns and existing disturbance levels from human activities, roadways, etc.
☐	☐	☐	☐	H. Describe the potential suitable habitat for the species found on-site or in the project vicinity. Reference WDFW PHS data, State salmonid stock inventories, and consult WDFW/Tribal habitat biologists for species use in the project vicinity.

SUF INC MIS N/A
☐ ☐ ☐ ☐ I. Include a brief discussion of where EFH is found in the project action area, which species or species groups are within the action area it pertains to, and their use of habitat within the action area.

SUF INC MIS N/A
☐ ☐ ☐ ☐ J. Quantify area of habitat disturbance as it relates to the species being addressed. Examples include: vegetation removal (include species and size [height and dbh]), stream substrate disturbance, proposed earthwork, increase in impervious surface, etc.

SUF INC MIS N/A
☐ ☐ ☐ ☐ K. Discuss why likely impacts to the listed species and their habitat from construction and/or operation of the project will not occur (one paragraph per species).

SUF INC MIS N/A
☐ ☐ ☐ ☐ L. Discuss why likely impacts to the EFH of each species and/or species group for which it is present in the action area from construction and/or operation of the project will not occur.

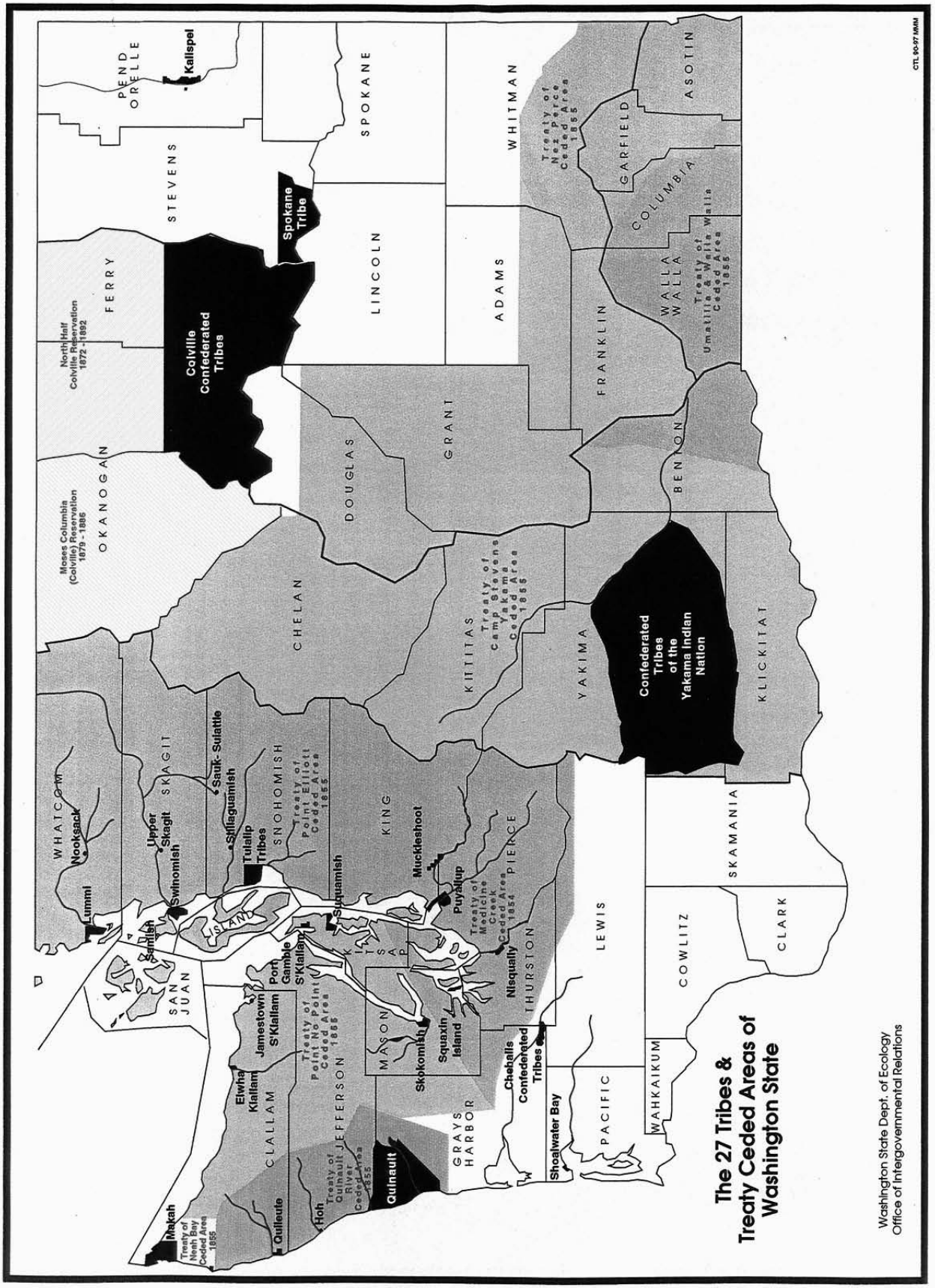
SUF INC MIS N/A
☐ ☐ ☐ ☐ M. A "no effect" determination must be made for each listed species as well as designated critical habitat (if appropriate). It must provide supporting evidence to justify the "no effect" determination. A "no jeopardy" call and a conditional (upon listing) "no effect" determination should be made for proposed species. A "no impact" call should be made for candidate species and species of concern.

SUF INC MIS N/A
☐ ☐ ☐ ☐ N. A "no effect" determination must be made for the EFH of each species group for which it is present in the action area, unless the impacts vary by species. Then the effect determination would be made at the individual species level.

Note: EFH pertains to both listed and non-listed species.

Comments:

_____
_____
_____
_____
_____
_____
_____


The 27 Tribes & Treaty Ceded Areas of Washington State
Washington State Dept. of Ecology
Office of Intergovernmental Relations
CTL 90-97 MJM
WHATCOM
SKAGIT
SNOHOMISH
ISLAND
SAN JUAN
CLALLAM
JEFFERSON
KING
KITSAP
MASON
GRAYS HARBOR
PIERCE
THURSTON
LEWIS
PACIFIC
WAHKAIKUM
COWLITZ
CLARK
SKAMANIA
KLICKITAT
YAKIMA
BENTON
FRANKLIN
WALLA WALLA
COLUMBIA
GARFIELD
ASOTIN
WHITMAN
ADAMS
LINCOLN
SPOKANE
GRANT
DOUGLAS
CHELAN
OKANOGAN
FERRY
STEVENS
PEND OREILLE
Nooksack
Lummi
Upper Skagit
Swinomish
Sauk-Suiattle
Stillaguamish
Tulalip Tribes
Snoqualmie
Muckleshoot
Puyallup
Nisqually
Squaxin Island
Skokomish
Chehalis Confederated Tribes
Shoalwater Bay
Port Gamble S'Klallam
Jamestown S'Klallam
Elwha Klallam
Quinault
Quileute
Hoh
Makah
Kalispel
Spokane Tribe
Colville Confederated Tribes
Confederated Tribes of the Yakama Indian Nation
North Half Colville Reservation 1872 - 1892
Moses Columbia (Colville) Reservation 1879 - 1886
Treaty of Point Elliott Ceded Area 1855
Treaty of Point No Point Ceded Area 1855
Treaty of Quinault River Ceded Area 1855
Treaty of Neah Bay Ceded Area 1855
Treaty of Medicine Creek Ceded Area 1854
Treaty of Camp Stevens Yakama Ceded Area 1855
Treaty of Nez Perce Ceded Area 1855
Treaty of Walla Walla Umatilla Ceded Area 1855

Memorandum Of Understanding
Between
Washington State Department Of Transportation
And
Federal Highway Administration

Programmatic Categorical Exclusion Approvals

This Memorandum of Understanding (MOU) between the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA) establishes an agreement for classifying projects as Categorical Exclusions (CE) identified in 23 CFR Part 771.117 - Environmental Impact and Related Procedures.

A. Actions identified in 23 CFR 771.117(c) that meet the criteria of 23 CFR 771.117(a) do not require further approvals by FHWA.

B. WSDOT and FHWA concur in advance with a categorical exclusion (CE) classification for those projects identified in 23 CFR 771.117(d) which have no significant environmental impacts. Actions so identified do not require further approvals by FHWA. For these actions, WSDOT certifies that the criteria of 23 CFR 771.117(a) and all the following conditions will be satisfied for all of the projects processed under this programmatic classification and approval process.

The following conditions will apply to those actions that qualify under 23 CFR 771.117(d), which are processed by WSDOT under this programmatic approach:

1. The action does not have any significant environmental impacts as described in 23 CFR 771.117(a);

2. The action does not involve unusual circumstances as described in 23 CFR 771.117(b);

3. The action does not involve the following:

   a. The acquisition of more than minor amounts of temporary or permanent strips of right of way for construction of such items as clear vision corners and grading. Such acquisitions will not require any commercial or residential displacements;

   b. The use of properties protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. 303);

   c. A determination of adverse effect by the State Historic Preservation Officer;

d. Any U.S. Coast Guard construction permits or any U.S. Army Corps of Engineers Section 404 permits;

e. Any work in wetlands;

f. Any work encroaching on a regulatory floodway or any work affecting the base floodplain (100-year flood) elevations of a water course or lake;

g. Construction in, across, or adjacent to a river designated as a component or proposed for inclusion in the National System of Wild and Scenic Rivers published by the U.S. Department of the Interior/U.S. Department of Agricultural;

h. Any changes in access control;

i. The use of a temporary road, detour, or ramp closure unless the use of such facilities satisfy the following conditions:

(1) Provisions are made for access by local traffic and so posted;

(2) Through-traffic dependent business will not be adversely affected;

(3) The detour or ramp closure, to the extent possible, will not interfere with any local special event or festival;

(4) The temporary road, detour or ramp closure does not substantially change the environmental consequences of the action;

(5) There is no substantial controversy associated with the use of temporary road, detour, or ramp closure;

j. Any known hazardous materials sites or previous land uses with potential for hazardous materials sites or previous lands uses with potential for hazardous materials remains within the right of way;

4. The action conforms to the Air Quality State Implementation Plan, which is approved or promulgated by the Environmental Protection Agency in air quality non-attainment areas;

5. The action is consistent with the state's Coastal Zone Management Plan as determined by the appropriate state agency;

6. The analysis required by Section 7 of the Endangered Species Act indicates that this project will have no effect on Federally listed threatened and endangered species.

All determinations made by the WSDOT under this blanket classification will be documented in the project summary outlined in the WSDOT Design Manual and Programming and Operations Manual, Construction Program. The project summary will be available for FHWA review upon request.

C. If one or more of the conditions outlined in Paragraph B are not satisfied, separate environmental documentation on the appropriate WSDOT environmental summary form will be required as defined in 23 CFR 771.117(d).

The environmental classification for all projects will be identified on the project authorization submitted to the FHWA Division Office. Submittal of documentation for projects identified as Categorical Exclusions under paragraphs A and B is not required.

Donald K. Nelson
Assistant Secretary
Environmental & Engineering Service Center
Washington State Department of Transportation

5/24/99
Date

Gene K. Fong
Division Administrator
Washington State Division Field Office
Federal Highway Administration

5/25/99
Date

ESA Species Listings Requests — Agency Contacts

Use the following contact information or web links to request information on threatened, endangered, proposed, candidate, and species of concern.

U.S. Fish and Wildlife Service (USFWS)

Agency provides legal listings for terrestrial and freshwater species:

http://ecos.fws.gov/tess_public/TESSWebpage

NOAA Fisheries

http://www.nwr.noaa.gov/esalist.htm

Washington State Department of Fish and Wildlife (WDFW)

Agency provides site specific information on species monitored by the state that are documented in the Habitats and Species maps. This is sensitive, confidential information and you will need to sign an agreement to obtain it. Only include the letter from WDFW in the BA. Maps **cannot** be published in any public document. (This is the best information source on the presence of species near your project.) A fee may be associated with this request.

Supervisor
Priority Habitats and Species
Washington State Department of Fish and Wildlife
600 Capitol Way North
Olympia, WA 98501-1091
(360) 902-2543

Washington State Department of Natural Resources (DNR)

Agency provides information on locations of sensitive plants and rare plant communities that are documented in the Natural Heritage Program (NHP) database.

Supervisor
Washington Natural Heritage Program
Division of Forest Resources
Department of Natural Resources
P.O. Box 47016
Olympia, WA 98504-7016
(360) 902-1667

25.01 General Discussion

Since federal regulations do not allow the certification of right-of-way to be subdelegated, the Washington State Department of Transportation (WSDOT) has overall responsibility to the Federal Highway Administration (FHWA) for the acquisition of right-of-way on all FHWA funded transportation projects in the state.

For a current project to be eligible for federal funding on any part of the project, the project's right-of-way must be acquired in accordance with the requirements of this manual. (Right-of-way acquired prior to July 1, 1971, is exempt.)

To assure fair and equitable treatment of displaced persons ("displacees"), and encourage and expedite acquisitions by negotiations, the acquisition process is regulated by Chapter 8.26 RCW and WAC 468-100.

WSDOT may, by written agreement, use the services of land acquisition organizations of counties, municipalities, or other state or local governmental agencies for acquiring rights-of-way for FHWA projects. Any such organization may be used only if it is adequately staffed, equipped, and organized to provide such services, and if its practices and procedures are in substantial conformity with WSDOT accepted procedures.

It is the responsibility of WSDOT to fully inform political subdivisions of their responsibilities in connection with federally assisted transportation projects. It is essential that local agencies and WSDOT communicate freely and work closely together during the entire acquisition process to expedite projects and to assure that all federal and state requirements are met. Guidance is provided in the WSDOT *Right of Way Manual* (M 26-01).

The Local Agency Right of Way Coordinator (LA Coordinator) should be contacted immediately when it is determined that the local agency project requires the use of WSDOT's right of way. The LA Coordinator will advise the local agency of the process and timeline needed to acquire sufficient legal rights to construct and operate on WSDOT property. (See section 25.12 Property Management for more information)

Responsibilities for non-project related (program) approval actions (FHWA (F), State (S), or Local CA Agency (L)) are shown below.

Action	Non-NHS	
a.	Non-highway Use and Occupancy of Right-of-Way	S/L
b.	Air Space Agreements	S/L
c.	Disposal of Right-of-Way No Longer Needed	S/L
d.	Temporary Use of Right-of-Way	S/L
e.	Disposal of Access Control and Relinquishment of Right-of-Way	S/L

Project related approval actions.

Action	Non-NHS	
a.	Use of Fee Negotiators	S/L
b.	Interest on Right-of-Entry	S/L
c.	Hardship and Protective Buying	F
d.	Use of Fee Attorneys	S/L
e.	Appraisal Fees	S/L
f.	Land Service Facilities	S/L
g	Right-of-Way Certificates	S/L

.011 WSDOT Services. WSDOT is committed to an ongoing program which will provide effective assistance and guidance to local acquiring agencies. To this end, WSDOT will designate a Local Agency Right-of-Way Coordinator (LA Coordinator) in each region to provide information and establish appropriate state staff contacts; provide training and educational opportunities for local agencies through workshops and acquisition course offerings; and provide mutually acceptable technical and advisory services as necessary to accomplish the acquisition program.

WSDOT will consult and advise the local agency concerning real property acquisition activities to ensure that right-of-way is acquired in accordance with provisions of state and federal laws and FHWA directives.

At the earliest possible date, the local agency should advise the Region LA Coordinator of the need for WSDOT assistance. If WSDOT is asked to perform the appraisal, negotiation, or relocation functions, the local agency should obtain the estimated cost of such assistance from the Region LA Coordinator and include it in the Local Agency Agreement. The Coordinator will arrange for the preparation of an agreement if WSDOT has the personnel available to acquire the necessary right-of-way (Appendix 25.155). WSDOT will furnish the local agency with an estimate of the cost of WSDOT's services.

When WSDOT provides these services, WSDOT will prepare all necessary documentation and certification.

.012 Consultant Services. When the local agency does not have adequate staff to perform appraisal, negotiation or relocation functions, it may contract for these services and obtain federal participation in the costs.

The local agency should contact the Region Local Programs Engineer for assistance in preparing any contract for services to assure FHWA participation in the contract. FHWA has determined the consultant agreements for right-of-way services must meet the consultant contracting requirements as described in Chapter 31 "Using Consultants." See Chapter 31 Appendixes for sample consultant agreements for appraisal and negotiation.

25.02 Right-of-Way Acquisition Procedures

Before requesting authority to acquire right-of-way, the local agency must have secured approval of acquisition procedures (Appendix 25.142). Acquisition procedures are submitted to the Region Local Programs Engineer for review prior to final execution by the local agency. Highways and Local Programs forwards the procedures through the Region LA Coordinator for approval. The local agency will be approved to acquire right-of-way based upon the submitted procedures. The level at which an agency will be approved will be dependent upon the agency's staff qualifications. An agency with minimal staff may be approved to acquire a single project with direct supervision by the Region LA Coordinator. Highways and Local Programs notifies the local agency of the approval, with a copy to the Region LA Coordinator. Periodic reviews of procedures will be conducted on agency's acquiring right-of-way on federal aid projects. Procedures should include the following:

a. Agreement to conform with state and federal laws and FHWA regulations. The agency should agree to follow the state's *Local Agency Guidelines Manual (M 36-63*) and *Right-of-Way Manual (M 26-01)* or the agency's own manual if they have a WSDOT approved right-of-way manual.

b. A listing of the positions performing the separate functions of program administration, appraisal, appraisal review, acquisition, relocation, and property management.

c. A listing of current staff filling the above positions and a brief statement of their qualifications. (See minimum qualifications for approval, appraisal review, and aquisition in this chapter)

d. A policy for handling administrative settlements including the approving authority(s) and process.

e. Appraisal waiver process (see Section 25.051)

.021 No Right-of-Way Acquisition. Local agencies, after determining that new right-of-way will not be required for the current project, need only check the appropriate box on the project prospectus (see Chapter 21). If it is later determined that right-of-way is required, a Right-of-Way Project Funding Estimate (Appendix 25.143) or a True Cost Estimate (Appendix 25.144) must be prepared and the Region Local Programs Engineer and the Region LA Coordinator notified.

.022 Acquiring Right-of-Way. Acquisition of right-of-way may be performed by the following entities:

- By WSDOT on a local agency's behalf. In this case, an agreement between WSDOT and the local agency will be prepared and approved by the Director of Real Estate Services.
- By a local agency that is adequately staffed, equipped, and organized to discharge its right-of-way responsibilities and has right-of-way procedures approved by WSDOT. Staff may consist of qualified contract personnel and/or licensed private firms (see RCW 18.85.010) in addition to or in lieu of regular employees of the agency.
- By another local agency that meets the requirements above.

25.03 Voluntary Acquisition

A unique process called "Voluntary Acquisition", under 49 CFR 24.101(a)(2), different from "Donation", may on rare occasion be appropriate for acquisition of property, but only under the following circumstances.

- If the properties are not acquired, the project will not proceed
- Condemnation will not be used for any reason on the entire project
- All parcels will be under the same restrictions, and must be acquired through this process

If these circumstances appear to apply to a project, the Voluntary Acquisition process may apply, but must be coordinated through the LA Coordinator with HQ Real Estate Services.

25.04 Funds for Right-of-Way

.041 Acquisition With Federal Funds. Authorization of federal funds for right-of-way requires compliance with Chapter 14, FHWA approval of environmental documents, and the submittal of the following documents to the Region Local Programs Engineer.

- Local Agency Agreement Supplement.
- Estimate of probable project costs and expenses broken down by parcel. The True Cost Estimate (Appendix 25.144) can be used when all parcels are to be appraised or donated. The Right-of-Way Project Funding Estimate must be used if the agency wishes to make use of the appraisal waiver process (see Section 25.051).
- Right-of-Way plan.
- Relocation plan (if relocation is required — contact the LA Coordinator for assistance).

The right-of-way plans should at least show the following information and meet the requirements of WAC 332-130:

- Survey line or centerline for the alignment;
- The old and new right-of-way limits with sufficient ties to the survey line to allow for legal descriptions of the areas to be acquired;
- Show all rights to be acquired, for example, easements and permits;
- Show the ownership boundaries of the parcels with rights to be acquired;
- Parcel identification number should be shown;
- Show the area of the parcel to be acquired; and
- Show the area of the remainder.

All plan sheets shall carry the seal and signature of a registered Professional Engineer or land surveyor in accordance with RCW 18.43.070 and RCW 58.09. If the plan makes a land boundary determination, it should be approved by a PLS.

Once FHWA approval has been obtained, the Assistant Secretary for Highways and Local Programs will notify the local agency of authorization to acquire right-of-way. No acquisition costs are eligible prior to this authorization.

.042 Acquisition With Local Agency Funds. If federal funds are to be used in any part of the project, federal guidelines for acquisition of the right-of-way must be followed. For projects that involve local agency funds only for right-of-way acquisition, the Local Agency must have the following documents prior to starting the acquisition process:

- Right-of-way plan; (See section .041 for minimum requirements)
- Relocation plan (if relocation is required, the relocation plan must be submitted to the Region Local Programs Engineer. **The local agency need not wait for written authorization to acquire right-of-way.**

A copy of the right-of-way plan must be made available at the time of certification. It is advisable, but not required, to submit a copy to the LA Coordinator through the Region Local Programs Engineer for review. This review will help minimize potential problems which surface during the certification process.

.043 Acquisition in Advance of NEPA Clearance. There are four circumstances under which right-of-way can be acquired in advance of NEPA clearance:

a. An agency may use its own funds to purchase R/W prior to NEPA clearance and may apply the purchase price (or if donated, the fair market value) toward their share of project costs, as long as they meet the requirements of 23 CFR 710.501(b). They cannot be reimbursed for these project costs, however.

b. An agency may use its own funds to purchase R/W prior to NEPA clearance and be reimbursed. HOWEVER, they must meet the very stringent requirements of 23 U.S.C. 108 (c)(2)(c & d), as explained in 23 CFR 710.501(c). This option (which requires the Governor's and EPA's
sign-offs) will be seldom used.

c. An agency may purchase R/W prior to NEPA clearance under the protective buying and hardship acquisition provisions, as per 23 CFR 710.503, and be reimbursed. Note, however, that while these purchases are in advance of formal NEPA clearance of the project, individual clearance via a Categorical Exclusion is required. Consequently, although the project has not yet been cleared, the individual parcels have been cleared.

d. An agency may purchase R/W prior to NEPA clearance under the corridor preservation provisions of 23 CFR 630.106 (3) & (4) and be reimbursed. This process is similar to the process for protective buying (see C above). Generally, this is only done for parcels which will not require any displacement. Note, however, that as with hardship and protective buying, these purchases are in advance of formal NEPA clearance of the project and individual clearance via a Categorical Exclusion is required.

25.05 Appraisal

The requirements pertaining to appraisal of property to be acquired are given in Chapter 4 of the WSDOT *Right of Way Manual*, M 26-01. If desired, a listing of WSDOT approved fee appraisers and appraisal reviewers is available from the Region LA Coordinator.

The appraiser shall be an experienced, qualified appraiser. As a minimum, an appraiser should have a college degree or four years of active experience in the real estate field leading to a basic knowledge of real property valuation, or any combination of such experience and college study to provide a total of four years beyond high school graduation. An appraiser who is qualified under WSDOT criteria will be considered qualified for FHWA projects. For FHWA projects subsequent to July 1, 1991, the appraiser must be certified per RCW 18.140 if the appraisal problem requires more than the comparative approach to value.

The appraiser shall prepare an Appraisal Report which is a written document containing at least the following:

a. The purpose of the appraisal which includes a statement of the estimated value and the rights or interests being appraised.

b. Identification of the property and its ownership.

c. A statement of appropriate contingent and limiting conditions if any.

d. An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.

e. Identified photographs of the property including all principal above-ground improvements or unusual features affecting the value of the property.

f. A listing of the buildings, structures, fixtures, and other improvements which the appraiser considered part of the real property to be acquired.

g. The estimate of just compensation for the acquisition. In the case of a partial acquisition, allocate the estimate of just compensation for the property to be acquired and for damages to remaining property in either the report or a separate statement.

h. The data and analyses (or reference to same) to explain, substantiate, and document the estimate of just compensation.

i. The date to which the estimate of just compensation applies.

j. The certification, signature, and date of signature of the appraiser.

k. Other descriptive material (maps, charts, plans, photographs).

l. The federal aid project number and parcel identification.

m. Report of appraiser contact with owner.

Sample appraisal report forms can be found in Appendix 25.145.

.051 Appraisal Waiver. In certain cases, an appraisal can be waived. To qualify the just compensation, based on the Right-of-Way Project Funding Estimate or its equivalent, must be $10,000 or less per parcel. The acquisition must be uncomplicated and the only damages will be minor cost to cure items.

In such instances where the appraisal is waived, just compensation should be based on comparable sales. All data used to arrive at just compensation must be included in the project file. When the waiver is used, it is important that the local agency determines that the offer being made is fair and equitable. The owner must be informed that an appraisal was not done. If the owner wants an appraisal, the local agency is required to have an appraisal completed per guidelines of this section. See Appendix 25.146 for a sample appraisal waiver procedure.

.052 Appraisal Review. The requirements pertaining to appraisal review of the property to be acquired is given in Chapter 5 of the WSDOT *Right of Way Manual*, M 26-01.

The reviewing appraiser should be knowledgeable of the property values in the project area. The depth of review should be in direct relationship to the difficulty of the particular appraisal. The reviewing appraiser must be either a WSDOT Review Appraiser, on the approved list of review appraisers maintained by WSDOT or a permanent employee of the acquiring agency who is authorized by the approved right-of-way procedures to review appraisals. To qualify as an agency review appraiser, an individual must at a minimum be a Certified General Appraiser with the Washington State Department of Licensing and have successfully completed at least one approved appraisal review training class.

The reviewing appraiser should field inspect the property appraised as well as the comparable sales which the appraiser(s) considered in arriving at the fair market value of the whole property and of the remainder(s), if any. If a field inspection is not made, the file shall contain the reason(s) why it was not made.

The reviewing appraiser shall examine the Appraisal Reports to determine that they:

a. Are complete in accordance with the *Local Agency Guidelines* and contain the criteria required by the WSDOT *Right of Way Manual*, Chapter 4, Appendix 4-1 (Appraisal Guide).

b. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.

c. Include consideration of compensable items, damage, and benefits, but do not include compensation for items noncompensable under state law.

Prior to finalizing the estimate of just compensation, the reviewing appraiser shall obtain corrections or revisions of Appraisal Reports which do not substantially meet the requirements set forth in the *Local Agency Guidelines*. These shall be documented and retained in the parcel file.

The reviewing appraiser may supplement an Appraisal Report with corrections of minor mathematical errors as long as such errors do not affect the final value conclusion. The reviewer may also supplement the appraisal file where the following factual data have been omitted:

a. Project and/or parcel number.

b. Parties to transaction, date of purchase, and deed-book reference to sale of subject property and comparables.

c. Statement that there was no sale of subject property in the past five years.

d. Location, zoning, or present use of subject property or comparables.

The reviewing appraiser shall initial and date corrections and/or factual data supplements to the Appraisal Report. The reviewing appraiser may conclude a value other than that concluded in the appraisal only if the conclusion is supported by relevant market data and analysis in the review document.

The reviewing appraiser shall place in the parcel file a signed and dated statement (Appendix 25.147) setting forth:

a. An estimate of just compensation including, where appropriate, the allocation of compensation for the property acquired and for damages to remaining property.

b. A listing of the buildings, structures, fixtures, and other improvements on the land which were considered part of the property to be acquired.

c. A statement that the reviewing appraiser has no direct or indirect present or future interest in such property or in any monetary benefit from its acquisition.

d. A statement that the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

It is the responsibility of the **agency** to set Just
Compensation. This can be accomplished by adding a line to the bottom of the review appraiser's certificate as shown in Appendix 25.147.

25.06 Title

The agency will acquire evidence of the condition of title for all properties from which rights are to be acquired. It is suggested that a title report be ordered from a title company and the title to the property acquired cleared so that a policy of title insurance can be issued showing title vested in the agency subject only to those exceptions which can reasonably be accepted. If a title company is not used to provide this information, the acquisition file must include sufficient documentation to validate the signatories on the instruments and show that the interest acquired is free from unreasonable encumbrances.

In general, the elements necessary to acquire the needed interest are:

a. Acquisition instruments signed by all parties with an interest in the fee title.

b. Releases from mortgages and deeds of trust as the agency determines to be reasonable.

c. Releases of encumbrances, such as easements, which adversely impact the rights being acquired.

d. Releases of priority liens, such as material man's lien, judgments, state tax liens, and federal tax liens.

25.07 Negotiations

Various requirements in negotiating an acquisition of property are found in Section 3-4.1C of the WSDOT *Right of Way Manual*, M 26-01.

If a local agency uses a consultant fee negotiator, the negotiator must meet the applicable state licensing requirements (verify with the Department of Licensing).

For local agency staff to be approved to acquire property without direct supervision by the LA Coordinator, they must have either an Associate Degree in real estate or a Bachelor Degree or equivalent experience. In addition, they must have two years full time experience in real estate acquisition, sales leasing, appraisal, title, escrow or property management. One year of experience must be in eminent domain acquisition. Additional experience in eminent domain acquisition can replace education on a one for one basis.

Local agencies using staff to negotiate who do not have the necessary qualifications must work closely with the LA Coordinator as explained in the Procedures Approval letter. At a minimum, all offers must be reviewed by the LA coordinator before presenting them to the property owner.

A separation of functions maintains the integrity of the acquiring agency's transactions. Thus, the appraisal, appraisal review, and negotiations for a parcel are performed by three different persons. Recognizing the fact that the use of two separate individuals as appraiser and negotiator on a low-value taking can be both difficult and expensive, the use of a single individual to both appraise and negotiate a parcel is permitted where the value of the acquisition is $10,000 or less. It should be noted that the appraisal shall be reviewed prior to negotiations, and the review appraiser shall be neither the appraiser nor the negotiator.

Before initiating negotiations for real property, the agency shall establish the just compensation which shall not be less than the approved appraisal of the property and shall make a written offer to acquire in that amount. Appraisals are not required if the owner has indicated a willingness to donate the right-of-way after being informed of their right to receive just compensation.

A donation may be accepted only after the owner has waived in writing their right to just compensation. (See appendix 25.148)This applies to individuals, businesses, corporations, and other private entities. Donations from government agencies are exempt from these requirements.

Right-of-way obtained through normal zoning, subdivision or building permit procedures requiring the donation or dedication of strips of land may be incorporated into a federal aid project without jeopardizing participation in other project costs.

The agency must notify the property owner of the availability of a statutory evaluation allowance not to exceed $750 to help defray the owner's expenses actually incurred in evaluating the agency's offer.

When negotiations are complete, the negotiator shall keep in the project file a signed statement for each parcel that:

a. The written agreement embodies all considerations agreed to by the negotiator and the property owner.

b. The negotiator understands that the acquired property is for use in connection with a federal aid transportation project.

c. The negotiator has no direct or indirect interest in the property or in any monetary benefit from its acquisition, at present or in the future.

d. The agreement has been reached without any type of coercion.

.071 Negotiations by Mail. If no relocation is involved, the local agency may conduct right-of-way negotiations as follows:

a. Mail to the owner the fair-offer letter, a summary statement (explains nature of acquisition, conditions affecting remainder after construction, and other pertinent details which would have been explained in a face-to-face meeting with owner), the document of acquisition (deed, easement, or other document required for signature), property plat or sketch showing take and effects on remainder, and a copy of an acquisition brochure.

b. Within about two weeks, make a follow-up phone call (documented in file). Answer questions or, if owner requests it, make an appointment for personal contact.

c. Follow normal procedures for further negotiations.

.072 Acquisition of contaminated properties. The agency should take reasonable care to determine if properties needed for a project are contaminated. In the case where properties being acquired by the agency will become part of a state highway the agency must involve WSDOT in the acquisition process as early as possible to insure that the property will be in an acceptable condition for WSDOT to accept the transfer of ownership.

25.08 Donated Property

Donations of right of way can be accepted only after the owner has been notified of their rights to receive just compensation. A signed donation statement must be included in each parcel file (Appendix 25.148) Section 323 of 23 U.S.C. provides for using the value of donated lands as part of the match against an agency's contribution to the project. Certain conditions need be met.

- The credit may only be applied to a federal aid project if Federal Financial assistance was not used in **any** form to acquire the land. Credit to the matching share may not exceed the matching share of costs for that project and excess costs may not be utilized on other projects.
- The donation must be related to the project requiring the donated land.
- Donations of privately owned real estate made after April 2, 1987, and subsequent to NEPA clearance, are eligible for credit purposes.
- Donations of publicly owned real estate after June 8, 1998, are eligible for credit purposes.

For sample donation letters, see Appendix 25.148.

25.09 Administrative Settlements

The Uniform Act requires that "The head of a federal agency shall make every reasonable effort to expeditiously acquire real property by negotiation." Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. Additionally, the legislative history of the Uniform Act indicates that offers can be flexible, and there is no requirement that they reflect a "take it or leave it position." Negotiations should recognize the inexact nature of the process by which just compensation is determined. Further, the law requires an attempt by agencies to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts.

In addition to the mandates of the Uniform Act, there are significant cost savings which can be realized through an increased use of administrative and legal settlements. Cost savings are in the areas of salaries, witness fees, travel, per diem, court costs, etc.

FHWA and WSDOT encourage local agencies to carefully consider and maximize use of administrative settlements in appropriate situations.

An administrative settlement or stipulated settlement is a negotiated settlement of a right-of-way acquisition case in which the agency has administratively approved payment in excess of fair market value as shown on the agency's approved determination of value.

a. Any administrative settlement which exceeds the fair market value must be documented and thoroughly justified in order to be eligible for federal aid funds. The rationale for the settlement shall be set forth in writing. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. If the local agency has any doubt as to eligibility, it should obtain prior approval from WSDOT through the Region LA Coordinator.

b. The local agency shall document the following and make it available for review by WSDOT if it is not already part of the agency's approved procedures:

   1. Identify the responsible official who has the authority to approve administrative settlements, and
   2. Describe the procedure for handling administrative settlements.

c. The designated local agency representative may approve an administrative settlement when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information. The list below is a sample of items to be considered, it should not be used as a template. The settlement justification must include the circumstances of each individual parcel that convince the agency that an administrative settlement is in their and the publics best interest.

   1. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.
   2. Ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule. Impact of construction delay pending acquisition.
   3. The negotiator's recorded information, including parcel details and the owner's rationale for increased compensation.
   4. Recent court awards in cases involving similar acquisition and appraisal problems.
   5. Likelihood of obtaining an impartial jury in local jurisdiction, opinion of legal counsel where appropriate.
   6. Estimate of trial cost weighed against other factors.

25.10 Relocation

The regulations governing relocation assistance are covered in Title 49, Code of Federal Regulations, Part 24.

The majority of local agencies will find that it is not economically feasible to maintain staff to perform the relocation function. Those agencies who have trained staff and are approved by WSDOT through the procedures process to provide relocation services may do so. All other agencies should contact their Region LA Coordinator for help in having WSDOT contract to provide relocation services or for advice on contracting with private consultants. WSDOT does not maintain a list of qualified relocation consultants.

If a project includes relocation, a relocation plan must be submitted prior to right-of-way funding authorization. Since relocation plans are unique to each project requiring them, no sample is provided. Contact the Region LA Coordinator for assistance in preparing relocation plans and carrying out relocation activities.

25.11 Right-of-Way Certification

After right-of-way acquisition has been completed and about one month before the federal aid project is to be advertised for contract, the right-of-way certification must be submitted to the Region Local Programs Engineer.

The Certification provides the following assurances.

a. Right of Way sufficient to construct, operate and maintain the facility has been acquired

b. Right of Way has been acquired in accordance with Uniform Act requirements

c. Relocation Assistance has been completed in accordance with the Uniform Act

There are two categories of certifications that state sufficient rights have been acquired and the project is ready to be advertised and constructed.

#1 **All Right-of-Way Acquired.** Legal possession has been obtained but trial or appeal of cases may be pending. All occupants have vacated the right-of-way and the agency has the right to remove any remaining improvements. (Appendix 25.149)

#2 **Right to Occupy All Right-of-Way Acquired.** Trial or appeal of some parcels may be pending and some parcels may have right of entry or possession and use only. All occupants have vacated the right-of-way and the agency has the right to remove any remaining improvements. (Appendix 25.150)

In **very unusual circumstances** , and with prior approval of the LA Coordinator and FHWA, a third category of certification states that some right of way remains to be acquired.

#3 **All Right-of-Way Not Acquired.** Acquisition of a few remaining parcels is not complete. All occupants of residences have had replacement housing made available to them in accordance with 49 CFR 24.204. The agency must adequately explain why construction of the project before acquisition is complete, is in the public good. The agency will ensure that occupants of residences, businesses, farms or nonprofit organizations who have not yet moved from the right-of-way are protected against unnecessary inconvenience or coercive action. All unacquired parcels will be identified and a realistic date given for completion of acquisition and relocation. An explanation of why the properties are not acquired and how they will be acquired by the given date is also required. Appropriate notification will be provided in the bid proposals identifying all locations where acquisition is not complete. (See Appendix 25.151)

Certifications with exception must be followed by a certification without exception when possession of all parcels is obtained.

The Highways and Local Programs Engineer will submit the certification request to the Regional Real Estate Services Manager for the federally mandated certification review. The Region LA Coordinator will visit the local agency and review the acquisition files for the project and determine if the right-of-way was acquired according to the guidelines. For a copy of the coordinators' worksheets and a Federal Aid Requirement Checklist showing the general areas reviewed by the coordinator, see Appendixes 25.152 and 25.153.

If the coordinator determines that the project is ready for certification, they will have the Real Estate Services Manager sign the certification form and return it to Highways and Local Programs for inclusion in the package to be transmitted to Olympia Service Center Highways and Local Programs for final processing. The coordinator will also provide the agency and Regional Highways and Local Programs with a letter detailing the findings of the review and any deficiencies that may have been noted.

If the coordinator determines that the project cannot be certified, a letter will be provided to the agency and the Regional Highways and Local Programs office detailing the deficiencies encountered and the corrective action required before certification can be completed.

25.12 Property Management

If using FHWA funding, the acquiring agency shall establish property management policies and procedures that will assure control and administration of excess lands and improvements acquired for right-of-way purposes. These procedures shall establish:

a. Property records showing:

   1. An inventory of all improvements acquired as a part of the right-of-way;
   2. An accounting of excess properties acquired with FHWA funding;
   3. An accounting of the property management expenses and the rental payments received; and
   4. An accounting of the disposition of improvements and the recovery payments received.

b. Methods for accomplishing the clearing of right-of-way when such clearance is performed separately from the control for the physical construction of the project.

c. The methods for managing the rodent control program.

d. The methods for employing private firms or public agencies for the management of real property.

e. The methods for accomplishing the disposition of improvements through resale, salvage, owner retention, or other means.

If the agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long-range public benefit.

The agency is responsible for the preservation of the improvements and for reasonable safety measures when it has acquired ownership and possession of the property.

Should rights-of-way acquired with FHWA funds become excess, they may be disposed of only after Highways & Local Programs approval. If the disposal is to a private party, the agency must determine fair market value (either through the appraisal process or by public sale), and either credit FHWA for its share of the net proceeds of the sale or use the Federal share of the net proceeds for activities eligible for funding under Title 23 of the United States Code for transportation purposes. A disposal may be made to a governmental agency for a public use without charge, and no credit to FHWA is required.

Uneconomic remnants acquired by the agency with federal funds but not incorporated into the right-of-way may be disposed of without FHWA approval, but a credit to FHWA is required in the same manner as described earlier in this section.

Disposition of property outside of right-of-way and valued at $1,000 or less is allowed without credit to federal funds. FHWA will not participate in the local agency costs of the disposal.

Federal regulations provide for the use of airspace for non-highway purposes above, at, or below the highway's established gradeline, lying within the approved right-of-way limits. The airspace may be put to various public and private uses, such as parks, play areas, parking, etc., as long as it is a proper operation and does not impose a safety hazard on the traveling public.

Where an acquiring agency has acquired sufficient legal right, title, and interest in the right-of-way of a highway on a federal aid system to permit the use of certain airspace, the right to temporary or permanent occupancy or use of such airspace may be granted by the state subject to prior FHWA approval.

If the use of airspace is contemplated, the Region LA Coordinator should be contacted for more detailed policies and procedures that must be considered.

25.13 Document Retention

The acquiring agency shall maintain all records of its right-of-way actions for at least three years after payment of the final voucher to demonstrate compliance with 49 CFR Part 24. In addition, a diary must be maintained wherein each individual involved in a relocation, negotiations, or property management function shall enter and initial a suitable description of each contact and other information concerning that function. Each entry shall clearly show the month, day, and year of the contact; the name of the individual who made such contact; and the name(s) of the individual(s) contacted. Upon request, the Region LA Coordinator will provide explanations and/or counseling as to what are considered adequate records.

25.14 Appendixes

25.142 Right-of-Way Procedures

25.143 Right-of-Way Project Funding Estimate Sample

25.144 True Cost Estimate Sample

25.145 Appraisal Report Forms (Sample)

25.146 Appraisal Waiver Procedure (Sample)

25.147 Review Appraiser Form (Sample)

25.148 Donation Statements (Sample)

25.149 Certification #1 (Sample) — All Right-of-Way Acquired

25.150 Certification #2 (Sample) — Right to Occupy All Right-of-Way Acquired

25.151 Certification #3 (Sample) — All Right-of-Way Not Acquired

25.152 Coordinators Worksheets (Sample)

25.153 Federal Aid Requirement Checklist

25.154 Process Flow Chart

25.155 Governmental Agreement For Aid

AGENCY_____

The _____ ("*AGENCY*"), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The _____ ("*Department*") of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the _____ ("*Department*") will acquire right-of-way in accordance with the policies set forth in the Washington State Department of Transportation *Right of Way Manual* (M 26-01) and *Local Agency Guidelines* manual (M 36-6). The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. Include the following as they relate to the AGENCY's request.

   a. List the functions below for which the agency has qualified staff and the responsible position. Attach a list of the individuals on the AGENCY staff who currently fill those positions and a brief summary of their qualifications. This list will need to be updated whenever staffing changes occur. An AGENCY will be approved to acquire based upon staff qualifications.

      (1) PROGRAM ADMINISTRATION

      _____
      Agency Position

      (2) APPRAISAL

      _____
      Agency Position

      (3) APPRAISAL REVIEW

      _____
      Agency Position

      (4) ACQUISITION

      _____
      Agency Position

      (5) RELOCATION

      _____
      Agency Position

      (6) PROPERTY MANAGEMENT

      _____
      Agency Position

   b. Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data **before** they are presented to the property owners.

   c. An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued at $10,000 or less should

make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.146 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.

d. Attach a copy of the Agency's administrative settlement policy showing the approving authority(s) and the process involved in making administrative settlements.

2. All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three year period following acceptance of the projects by WSDOT.

3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

_____ _____
Mayor or Chairman **Date**

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Approved By: _____ _____
Real Estate Services **Date**

PFE PARCEL WORKSHEET

PROJECT: _____

OWNERS NAME: _____

PROPERTY LOCATION: _____

BEFORE AREA: _____ AFTER AREA: _____

ACQUISITION AREA

FEE: _____ (area) _____ (type) EASEMENT: _____ (area)

CURRENT USE: _____ ZONING: _____

HIGHEST & BEST USE: _____

EFFECTS OF ACQUISITION: _____

_____

_____

_____

_____

SALES RELIED ON : _____ (contained in Data Package for this project dated _____.

Subject Sold within last 5 Years? _____. If yes, is Sale included in Data package? _____

ACQUISITION COMPENSATION

FEE
LAND:

_____ (area) (unit value) $_____

_____ (area) (unit value) $_____

IMPROVEMENTS:

_____ (type and size) (unit value) $_____

_____ (type and size) (unit value) $_____

EASEMENT: _____ (unit value) $_____

DAMAGES:

_____ $_____

_____ $_____

TOTAL: $_____

Sheet ___ of ___ Sheets Parcel _____

Plan Approval Date _____ Revision Date _____ Worksheet Date _____

RIGHT OF WAY PROJECT FUNDING ESTIMATE

Project: _____ **FA #** _____

Date: _____

1	2	3	4	5	6	7	8	9	10	11
Parcel Number	**Just Compen (Offer)**	**Appraisal Fee Costs**	**Appraisal Review Fee Costs**	**Negotiation Fee Costs**	**Title, Escrow Costs**	**Prop. Mgmt. Service Costs**	**Relocation Service Costs**	**Relocation Payments**	**Condemn. and Incid. Costs**	**Total Parcel Costs**
									Total R/W Costs	

S A M P L E
NEIGHBORHOOD DESCRIPTION
FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 25 miles (40 km) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 20 acres (8 ha), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 13,000 square feet (1210 square meters) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minmum area required of 15,000 square feet (1 395 square meters) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access ponts will be controlled at existing locations. The right of way needed is a 20-foot (6-meter) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (2,000 acres (810 ha) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

TRUE COST PARCEL WORKSHEET

Project:_____ Parcel # _____

Notes:

Assessor's Tax Parcel Number(s):

Zone Size Min. = _____: Assessed Value Land = _____:

A.V. Bldg.#1 = _____: Bldg.#2 = _____: Bldg.#3 = _____:

Bldg.#4 = _____: Total Property Assessed Value = _____

R/W Map Info:

Before Area = _____: After Area = _____: Fee Take = _____:

Permanent Esmt Take = _____: Temporary Esmt Take = _____

Property Costs:

Total Take = (total property A.V. x 1.20) = $_____

Or **Or**

Partial Take:

Fee Land = _____ @ $ _____ (A.V. land per unit) x 1.20 = $_____

Yard/Site Improvements in Take @ Administrative Lump Sum = $_____

Major Building in Take @ (A.V. of Bldg. #_____) x 1.20 = $_____

Perm. Esmt. = _____ @ $_____ (A.V. land per unit) = $_____

Temp. Esmt. = _____ @ $ _____ (A.V. land per unit) x 10% = $_____

TOTAL PROPERTY COSTS (put in column 2 of True Cost) = $_____

Administrative Costs (put in respective columns of True Cost):

3. Appraisal Fee = _____
4. Appraisal Review Fee = _____
5. Negotiation Fee = _____
6. Title and Escrow Fee = _____
7. Prop. Mgmt. Services = _____
8. Relocation Services = _____
9. Relocation Payments = _____
10. Condemn & Incidentals = _____

TRUE COST ESTIMATE

Project: _____ **FA #** _____

Date: _____

1	2	3	4	5	6	7	8	9	10	11
Parcel Number	Just Compen (Offer)	Appraisal Fee Costs	Appraisal Review Fee Costs	Negotiation Fee Costs	Title, Escrow Costs	Prop. Mgmt. Service Costs	Relocation Service Costs	Relocation Payments	Condemn. and Incid. Costs	Total Parcel Costs
									Total R/W Costs	

S A M P L E
NEIGHBORHOOD DESCRIPTION
FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 40 km (25 miles) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 8 ha (20 acres), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 1 210 square meters (13,000 square feet) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minmum area required of 1 395 square meters (15,000 square feet) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access ponts will be controlled at existing locations. The right of way needed is a 6-meter (20-foot) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (810 ha (2,000 acres) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

ACQUISITION APPRAISAL REPORT

1. OWNER:

2. LOCATION OF SUBJECT:

3. SUBJECT LEGAL DESCRIPTION:

4. DELINEATION OF TITLE (5 years):

5. DESCRIPTION OF SUBJECT PROPERTY including Neighborhood, Larger Parcel, Zoning, Present Use, Improvements, Highest and Best Use-Vacant and Improved:

6. PROPERTY RIGHTS TO BE ACQUIRED AND EFFECTS OF ACQUISITION / PROJECT:

7. VALUATION-BEFORE
   - A. Land as Though Vacant
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Land Value Before
   - B. Whole Property
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Property Value Before

8. DESCRIPTION OF SUBJECT REMAINDER:

9. VALUATION-AFTER:
   - A. Land as Though Vacant
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Land Value After
   - B. Whole Property
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Property Value After

10. EXPLANATION, MEASUREMENT, AND ALLOCATION OF DAMAGES / SPECIAL BENEFITS:

11. REPORT OF CONTACT WITH OWNER:

Person(s) Contacted
Address:

Phone:
Comments:

Date of Contact:
Relationship to Owner:
Date of Joint Inspection:

Appraiser: Page Parcel:

Washington State Department of Transportation

Parcel No.:
Federal Aid No.:
Project:
Map Sheet of **Sheets**
Map Approval Date:
Date of Last Map Revision:

CERTIFICATE OF APPRAISER

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this appraisal are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- my compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- my analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes;
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated);
- I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated _____.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report of _____ pages.

I made a personal inspection of the property that is the subject of this report on

The **Date of Value** for the property that is the subject of this appraisal is _____. Per the FAIR MARKET VALUE definition contained in the Acquisition Appraisal Salient Information, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

FAIR MARKET VALUE BEFORE ACQUISITION $ _____

FAIR MARKET VALUE AFTER ACQUISITION $ _____

DIFFERENCE $ _____

Date of Assignment or Contract: _____ Name: _____

Date Signed: _____ Signature: _____

Washington State-certified general real estate appraiser certification number:

CERTIF1
DO NOT WRITE BELOW THIS LINE _____

Headquarters Service Center Date Stamp Region Date Stamp

CERTIF1 Page 1

WAIVER OF APPRAISAL

The (Agency) desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the $10,000.00 appraisal waver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

Rules

A. The (***Agency***) may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is $10,000.00 or less including cost-to cure items.

B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.

C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.

B. The AOS is submitted to (***position Title Only***) for approval.

C. (***position Title Only***) signs the AOS authorizing a first offer to the property owner(s).

_____ APPROVED:
(Agency)

By:_____ _____
Real Estate Services
Washington State Department
of Transportation

Project Funding Estimate

Rules

A A Project Funding Estimate (PFE) is prepared for every project were Right of Way will be acquired.

B. As a minimum, the PFE contains the following information.

1. A parcel-by-parcel list of right of way costs reported on the Right of Way Estimate (WSDOT form 261-006).

2. A total project right of way cost summary reported on the Right of Way Project Cost Breakdown and Summary (WSDOT Form 261-006A).

3. A project data package including sales, sales map, neighborhood and project description, scope of sales search and, if applicable, damage studies, cost to cure documentation, and Assumptions and Limiting Conditions. Note: The PFE Parcel Worksheet is <u>not</u> a part of the data package.

Procedures

The Agent assigned to do the PFE completes the estimate as follows:

A. Inspect the project and becomes familiar with the engineering features of the plan.

B. View individual parcels to determine the effects of acquisition.

C. Prepares a Neighborhood and Project Description which defines existing uses, zoning, trends, transportation and utilities, economic influences, a synopsis of the project and its effect on parcels, and any changes in the aforementioned likely to be caused by the project.

D. Gathers sufficient comparable land sales and listings for the various types of parcels and remainders within the project. All sales shall be inspected, photos taken and written up on Market Data (WSDOT Form 261-020) sheets. (If the sales are to be used exclusively on parcels where the Agency has determined to waive the appraisal, the sales need not be confirmed. In all other cases, a reasonable effort shall be made to confirm all sales. Unconfirmed sales will contain an explanation of the confirmation effort along with names and phone numbers of uncontracted parties.)

E. Prepares project and sales vicinity map.

F. Prepares PFE Parcel Worksheet for each parcel on the project.

G. Includes any applicable damage studies.

H. Includes cost-to-cure documentation for estimates and/or bids.

I. Includes applicable Assumptions and Limiting Conditions if data Package will be referred to in the preparation of Abbreviated Appraisals.

ADMINISTRATIVE OFFER SUMMARY

PROJECT: _____

OWNERS NAME: _____

PROPERTY LOCATION: _____

BEFORE AREA: _____ AFTER AREA: _____

ACQUISITION AREA

FEE: _____ (area) _____ (type) EASEMENT: _____ (area)

CURRENT USE: _____ ZONING: _____

HIGHEST & BEST USE: _____

EFFECTS OF ACQUISITION: _____

_____

_____

_____

_____

SALES RELIED ON : _____ (contained in Data Package for this project dated _____.)

ACQUISITION COMPENSATION

FEE
LAND:

_____ (area) (unit value) $_____

IMPROVEMENTS:

_____ (type and size) (unit value) $_____

_____ $_____

EASEMENT: _____ (unit value) $_____

DAMAGES:

_____ $_____

TOTAL: $_____

Sheet ___ of ___ Sheets Parcel _____

Plan Approval Date _____ Revision Date _____ Worksheet Date _____

Prepared By: _____ Date: _____

I concur in the value estimate herein and authorize an Administrative Offer be made in said amount.

_____ (Region RES Manager) _____ (Date)

This form is prepared in conformance with WSDOT policy and procedures. It does not constitute an appraisal as defined by the USPAP.

Federal Aid # _____. Parcel # _____

Washington State Department of Transportation

REVIEW APPRAISER'S CERTIFICATE NO. 1

FROM: _____, Review Appraiser

TO:

Agency:
Parcel No.:
Owner:
Federal Aid No.
Project:

Map Sheet:
Map Approval Date:
Date of last map revision:

The following appraisals have been made on subject property:

APPRAISER	VALUATION DATE	BEFORE VALUE $	AFTER VALUE $	VALUE DIFFERENCE $	ALLOCATION $	
					TAKING $	DAMAGES $
1.						

The following prior certificate(s) of value have been made on subject property:

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE $	AFTER VALUE $	JUST COMPENSATION $	ALLOCATION $	
					TAKING $	DAMAGES $
1.						

Comments:

The appraiser completed a narrative appraisal report as contracted. The data used is adequate and relevant and any adjustments made to the data are proper. The appraisal methods and techniques used are appropriate. The analyses, opinions and value conclusions in the report under review are appropriate and reasonable.

I, the review appraiser, have both the experience and the knowledge to perform this appraisal review competently. Attached are my Appraisal Review Assumptions and Limiting Conditions and my Appraisal Review Salient Information which are made a part of this appraisal review report.

I inspected the subject property and the sales data used in the appraisal report on _____.

My value conclusions and appraisal review findings are as follows:

REVIEWER'S DETERMINATION OF VALUE (This Review):
VALUE BEFORE ACQUISITION: $
VALUE AFTER ACQUISITION: $
VALUE DIFFERENCE: $

Reviewer's Allocation of Just Compensation:
Acquisition: $
Damages: $

JUST COMPENSATION IS $ AS OF

CERTIFICATE OF REVIEW APPRAISER

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
5. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appropriate State laws, regulations, procedures and policies applicable to appraisal of right-of-way for such purposes.
6. I did personally inspect the subject property of the report under review.
7. No one provided significant professional assistance to the person signing this review report.

I further certify that if this determination is to be used in conjunction with a Federal aid highway project or other Federally funded project, none of the approved just compensation is ineligible for Federal reimbursement.

Washington State-certified general real estate appraiser certificate number:

Signature: _____

_____ **, Review Appraiser,**

Date:

ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION:

The _____of_____does hereby indicate the concurrence with the above certification and does authorize further action by _____to proceed according to established procedures with the acquisition of the designated property.

_____(Date) _____ _____.

Proposed Donation Letter

_____
_____
_____

Subject: Project Title
Parcel Number

Sirs:

(My/Our) donation of (parcel number or property description) to the (name of local agency) for highway/transportation purposes is made voluntary and with full knowledge of (my/our) entitlement to receive just compensation therefore. (I/We) hereby release the (name of local agency) from obtaining an appraisal of the acquired property.

Sincerely,

_____

–

Proposed Donation Letters (Through Local Agency)

Date

Regional Administrator/
Chief Right-of-Way Agent
Washington State Department of Transportation
Transportation Building
Olympia, WA 98504

Subject: (Project Title)
(Federal Aid Number)
Parcel Number _____

Sirs:

The attached instrument for donation of right-of-way to the agency is in compliance with the provisions of *_____.

Sincerely,

_____
Accept and Approval

_____
STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Concur and Approve

_____

Title _____

_____
(Local Agency)

*(Typical language.)
...City/County Commission Resolution No. 111.
...City/County Ordinance No. 111.
...City/County Conditional Use Permit No. 111.
...City/County Building Permit No. 111.

(For use when a local agency project is adjacent to WSDOT right-of-way and WSDOT does not have an active project at this location.)

All Right-of-Way Acquired

RIGHT-OF-WAY CERTIFICATE #1

TO: _____
Regional Highways and Local Programs Engineer
_____
_____

Date: _____

RE: Federal Aid No.: _____ _____
Project Title: _____ _____
_____
Local Agency: _____ _____

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right of way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that all necessary rights-of-way, including control of access rights (when pertinent), have been acquired including legal and physical possession.

AND

(select (a) or (b))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

AND

(select (a) or (b))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

Project Description:

Total parcels required for project: _____
Parcel(s) with Relocation: _____
Temporary Construction Permits: _____

Sincerely,

_____
Chief Administrative Officer of
Local Agency or Delegated Authority

_____
Manager, Real Estate Services
_____ Region

Right to Occupy All Right-of-Way Acquired (Some P&U's or Rights of Entry)

RIGHT-OF-WAY CERTIFICATE #2

TO: _____ Date: _____
Regional Highways and Local Programs Engineer
_____
_____ RE: Federal Aid No.: _____
Project Title: _____
_____
Local Agency: _____

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right-of-way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that although all necessary rights of way have not been acquired, the right to occupy and use all rights of way required for the proper execution of the project have been acquired.

AND

(select (a) or (b))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

AND

(select (a) or (b))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

Sample #2 Certification (continued)

Project Description:

Total parcels required for project: _____
a. Parcel(s) acquired: _____
b. Parcel(s) with possession and use only: _____
List:

P&U Parcel #	Owner	Effective Date
1.		
2.		

c. Parcels covered by right(s) of entry: _____
List:

R/E Parcel #	Owner	Effective Date	Termination Date
1.			
2.			

d. Temporary construction permit(s) acquired: _____

e. Parcel(s) with Relocation: _____

Sincerely,

_____
Chief Administrative Officer of
Local Agency or Delegated Authority

_____
Manager, Real Estate Services
_____ Region

All Right-of-Way Not Acquired (Use Only in Very Unusual Circumstances)

RIGHT-OF-WAY CERTIFICATE #3

TO: _____ Date: _____
Regional Highways and Local Programs Engineer
_____
_____ RE: Federal Aid No.: _____
Project Title: _____
_____
Local Agency: _____

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right-of-way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that the acquisition or right of occupancy and use of a few remaining parcels is not complete, but all occupants of the residences on such parcels have had replacement housing made available to them in accordance with 49 CFR 24.204.

AND

(select (a), (b), or (c))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

OR

(c) Occupants remain to be vacated and the agency ensures that occupants who remain in the right-of-way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

AND

(select (a), (b), or (c))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA Directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right-of-way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

OR

(c) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented except for a few remaining parcels as explained in the exception section.

Sample #3 Certification (continued)

Project Description:

Total parcels required for project: _____
a. Parcel(s) acquired: _____
b. Parcel(s) with possession and use only: _____
List:

P&U Parcel #	Owner	Effective Date
1.		
2.		

c. Parcels covered by right(s) of entry: _____
List:

R/E Parcel #	Owner	Effective Date	Termination Date
1.			
2.			

d. Temporary construction permit(s) acquired: _____

e. Parcel(s) with Relocation: _____

Exceptions:

(List all exceptions by parcel number. A realistic date of occupancy of the parcel and of completion of relocation must be given with an explanation of why those dates are realistic. Explain also, why it is in the public interest that the project be advertised without acquisition being completed.)

I further certify that appropriate notification will be provided in the bid proposals identifying all locations where right of occupancy and use has not been obtained.

Sincerely,

_____
Chief Administrative Officer of
Local Agency or Delegated Authority

_____
Manager, Real Estate Services
_____ Region

PROJECT WORK SHEET

AGENCY: _____ **F.A. NUMBER:** _____

PROJECT TITLE: _____

PROCEDURES DATED:_____

NUMBER OF PARCELS: _____

RELOCATION PLAN DATED : POSITIVE: _____ NEGATIVE : _____

PROJECT FUNDING ESTIMATE DATED: _____

FHWA PARTICIPATION IN R/W:_____ ACQ. AUTHORIZATION DATED_____

RIGHT OF WAY PLAN:

F.A. NUMBER: _____ OWNERSHIP INFORMATION: _____

AREAS BEFORE: _____ AFTER: _____ R/W: _____

ADEQUATE DATA FOR LEGAL: _____

COMMENTS:

Page 1 of 3

PARCEL WORK SHEET

PROJECT TITLE:

PARCEL NUMBER: **ACREAGE:**

APPRAISAL - DATED _____
AMOUNT _____
FIRM _____

REVIEW - DATED _____
AMOUNT _____

JC SET BY AGENCY - DATED _____
AMOUNT _____

OFFER LETTER- DATED _____
AMOUNT _____

ADMN. SETTLEMENT AMOUNT _____ AGENCY APPROVED

TOTAL SETTLEMENT AMOUNT _____

UNECONOMIC REMNANT VALUE _____ OFFER MADE

DONATION: STATEMENT SIGNED _____

TITLE REPORT _____ ENCUMBRANCES CLEARED

DEED DATED _____ RECORDED _____

DOCUMENTS
1. LEGAL DESCRIPTION _____
2. PARTIES _____
3. NOTARY _____

PROOF OF PAYMENT _____ NEGOTIATOR DISCLAIMER _____

DIARYCOMPLETE _____ SIGNED _____

RELOCATION

ADDITIONAL COMMENTS

REVIEWER: DATE:

Page 2 of 3

The following is a list of items needed in an Agency's files to allow the LPA coordinator to complete a project certification review. This list is not all inclusive and is meant as an aid to file preparation only.

PROJECT FILE

1. RIGHT OF WAY PLAN
2. PROJECT FUNDING ESTIMATE
3 RELOCATION PLAN
4. FHWA ACQUISITION AUTHORIZATION
5. CONDEMNATION AUTHORIZATION (IF NEEDED)

NEGOTIATION FILE

1. APPRAISAL(S)
2. APPRAISAL REVIEW(S)
3. JUST COMPENSATION (SET BY AGENCY)
4. DIARY(S)
5. OFFER LETTER(S)
6. ADMINISTRATIVE SETTLEMENT JUSTIFICATION AND APPROVAL
7. DONATION STATEMENT(IF APPLICABLE)
8. TITLE EVIDENCE
9. COPIES OF RECORDED DOCUMENTS
10. PROOF OF PAYMENT(S)
11. NEGOTIATOR DISCLAIMER STATEMENT
12. CONSULTANT CONTRACT(S)
13. CORRESPONDENCE

RELOCATION FILE

1. DIARY(S)
2. PROPER NOTICE(S):
   GENERAL INFORMATION
   RELOCATION ELIGIBILITY
   90 DAY NOTICE

RESIDENTIAL:
3. RELOCATION BENEFITS COMPUTATION
4. BENEFITS NOTICE
5. MOVING AGREEMENT
6. PROOF OF PURCHASE OR RENT
7. DS&S INSPECTION REPORT
8. EVIDENCE OF ADVISORY ASSISTANCE
9. ALL SUPPORTING DOCUMENTATION

BUSINESS:
10. BENEFITS NOTICE
11. MOVING AGREEMENT
12. CLAIM FORMS
13. EVIDENCE OF ADVISORY ASSISTANCE
14. ALL SUPPORTING DOCUMENTATION

15. PROOF OF PAYMENT(S)

Page 3 of 3

Informational Only

Agency _____ Region _____ Date _____

Project _____
(Federal Aid Number) (Name)

Federal Funds Will Be Used For: PE _____ R/W _____ CONST. _____

Persons Will Be Displaced: YES _____ NO _____

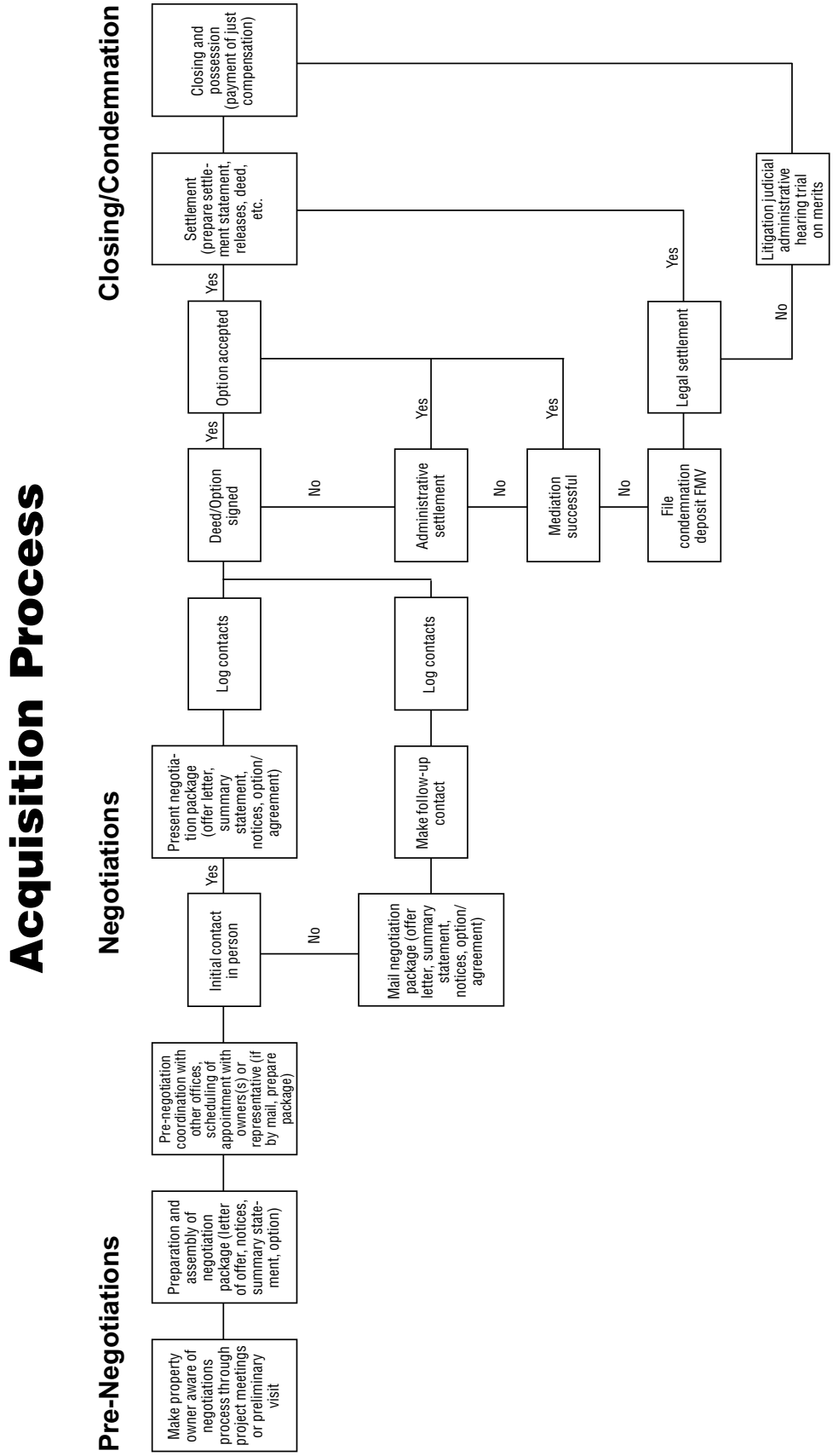
Right-of-Way Acquired For This Project: YES _____ NO _____

(Reminders)	(Comments)
1. Real property must be appraised before initiation of negotiations with the owner, per 49 CFR 24.102(c) and 24.108.	
2. Owners must be given an opportunity to accompany each appraiser during his inspection of the property, per 49 CFR 24.102(c).	
3. The acquiring agency must establish just compensation before initiation of negotiations with the owners, per 49 CFR 24.102(d).	
4. No increase or decrease in the FMV due to the project except physical deterioration, is to be considered in the valuation of the property, per 49 CFR 24.103(d).	
5. Appraisals are not to give consideration nor include any allowance for relocation assistance benefits.	
6. The owner is not to be left with an uneconomic remnant that the acquiring agency did not offer to acquire, per 49 CFR 24.102(k).	
7. The owner is to be given a written statement of the amount offered as just compensation, and where appropriate, the compensation for real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated in the written statement, per 49 CFR 24.102(e).	
8. No owner shall be required to surrender possession before the agreed purchase price has been paid or the approved amount of compensation has been paid into the court, per 49 CFR 24.102(j).	
9. No lawful occupant shall be required to move unless the occupant has been given at least 90 days advance written notice of the earliest date by which the occupant may be required to move, per 49 CFR 24.203(c).	

(Reminders)	(Comments)
10. The rental amount charged to owners and/or tenants permitted to occupy the property subsequent to acquisition must not exceed the fair rental value for such occupancy, per 49 CFR 24.102(m).	
11. No action must be taken to advance condemnation, defer negotiations or condemnation or taken any other action coercive in nature in order to compel an agreement on the price to be paid for the property, per 49 CFR 24.102(h).	
12. The acquiring agency must acquire an equal interest in all buildings, etc., located upon the real property acquired, per 49 CFR 24.105.	
13. The acquiring agency must pay recording fees, transfer taxes, etc.; penalty costs for pre-payment of a pre-existing mortgage and the pro rata share of real property taxes paid subsequent to vesting title in the acquiring agency, per 49 CFR 24.106.	
14. No property owner can voluntarily donate his property prior to being informed of his right to recieve just compensation.	
15. Provisions have been made for rodent control should it be necessary.	
16. No owner was intentionally required to institute legal proceedings to prove the fact of the taking of his real property.	

Prepared by _____

Title _____


Acquisition Process
Pre-Negotiations
Negotiations
Closing/Condemnation
Make property owner aware of negotiations process through project meetings or preliminary visit
Preparation and assembly of negotiation package (letter of offer, notices, summary statement, option)
Pre-negotiation coordination with other offices, scheduling of appointment with owners(s) or representative (if by mail, prepare package)
Initial contact in person
Yes
No
Present negotiation package (offer letter, summary statement, notices, option/agreement)
Mail negotiation package (offer letter, summary statement, notices, option/agreement)
Make follow-up contact
Log contacts
Log contacts
Deed/Option signed
Yes
No
Administrative settlement
Yes
No
Mediation successful
Yes
No
File condemnation deposit FMV
Option accepted
Yes
Legal settlement
Yes
No
Settlement (prepare settlement statement, releases, deed, etc.
Litigation judicial administrative hearing trial on merits
Closing and possession (payment of just compensation)

Washington State Department of Transportation

Government Agreement For Aid Work by State - Actual Cost	Organization and Address
Agreement Number	Federal Employers I.D. Number
Region	**Land Acquisition, Relocation, and Related Services (For Highway, Road, and Street Purposes Only)**

THIS AGREEMENT, made and entered into this _____ day of _____ , _____ , between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter the "DEPARTMENT" and the above named organization, hereinafter the "AGENCY".

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and

WHEREAS, the AGENCY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and

WHEREAS, the DEPARTMENT has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the REGULATIONS and is empowered to provide such services to other governmental agencies pursuant to RCW 47.28.140; and

WHEREAS, the AGENCY, assures the DEPARTMENT that the AGENCY's requests for services under this AGREEMENT will not result from bidding, negotiation, or other competition involving private enterprise; and

WHEREAS, the AGENCY may desire to obtain such services from the DEPARTMENT and the DEPARTMENT is willing to furnish such services to the AGENCY, and both deem it in the interest of the public to enter into this AGREEMENT;

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties;

WHEREAS, the AGENCY shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing expedient, fair, equitable, and uniform treatment of landowners and persons to be displaced by proposed land acquisition projects and pursuant to RCW 8.26.095, the parties hereto agree as follows:

I
GENERAL

A. The DEPARTMENT shall, to its maximum ability, provide the AGENCY with impact study, appraisal, appraisal review, acquisition, relocation assistance, or property management services described hereinafter, all in accordance with the appropriate elements of the department's operating requirements set forth in the departmental publication M26-01 (HW), Right of Way Manual, except where specific operating requirements are otherwise described herein. All such requirements shall conform to the REGULATIONS. All work to be performed shall be identified in a Task Assignment signed by both parties.

B. The normal workload of the department shall have priority over any work performed under this AGREEMENT or any Task Assignment. The work performed under this AGREEMENT and the associated Task Assignments shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the AGENCY. The DEPARTMENT shall promptly notify the AGENCY of any hardship or other inability to perform under this AGREEMENT including postponement of the agency's work due to priority given to the department's work.

C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.

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D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task Assignment. The AGENCY shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the DEPARTMENT does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the AGENCY. The AGENCY may withhold acceptance of work by submitting written notification to the DEPARTMENT within a 90-day period. This notification shall include the reasons for withholding acceptance.

II
WORK ASSIGNMENT/REQUEST

A. Specific assignments shall be made in the form of a written Task Assignment to the DEPARTMENT by the AGENCY and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. AGENCY approval is required for budget and schedule changes. The agreed upon budget will include estimated DEPARTMENT staff and related costs in addition to applicable acquisition/relocation cost estimates. The AGENCY shall make such assignments before any negotiations for property acquisition and before any discussion of price with the property owner, when required by the REGULATIONS.

B. The AGENCY shall furnish the DEPARTMENT with all information that has been compiled by or is available to the AGENCY concerning the property to be affected by each particular project. Such information shall include, but not be limited to, copies of approved right of way plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions; a list identifying each property affected by the project by parcel number; a tabulation of improvements on each property; the geographical location and boundaries of each property; and a description of how the project affects each property.

C. The DEPARTMENT shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the AGENCY and shall furnish all information necessary to the conduct of a land acquisition program.

D. The DEPARTMENT will at its discretion and upon written request from the AGENCY furnish the following as required:

Impact Studies: Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

Appraisal: Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the AGENCY for court preparation and testimony will be a separate Task Assignment under this AGREEMENT and shall be submitted to the DEPARTMENT in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

Appraisal Review: Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the AGENCY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The AGENCY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the DEPARTMENT by the AGENCY.

Acquisition: Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS and the AGENCY's condemnation authority, including the AGENCY's authority to acquire limited access where applicable. The DEPARTMENT shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:

1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).

Each request by the AGENCY shall specify the name of the grantee in whose name the property is to be conveyed. The DEPARTMENT shall provide the AGENCY with deeds to all property acquired and, wherever possible, instruments to clear encumbrances of title from those deeds. The DEPARTMENT will provide information leading to clearing of encumbrances that the DEPARTMENT cannot clear without legal action. Upon completion of a review of each acquisitionby the DEPARTMENT's Title Section, all instruments and materials pertaining thereto will be provided to the AGENCY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the AGENCY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a

property owner to make a decision, the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, submit to the AGENCY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the AGENCY.

Relocation Assistance: Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation payment claims presented by displacees will be processed by the DEPARTMENT, but the actual disbursement of monies shall be made by the AGENCY. As may be assigned by the AGENCY, the DEPARTMENT will respond to and assist the AGENCY with an appeal as to relocation assistance benefits filed by an aggrieved displaces; however, the AGENCY shall remain responsible for any appointment of a hearings officer, conducting hearings, maintaining records thereof, and rendering of the final decision of the AGENCY.

Property Management: Effective management of agency- controlled properties will be provided in the name of the AGENCY in conformity with departmental operating requirements.

E. At the completion of the Task Assignment, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

III
PAYMENT

The DEPARTMENT shall be paid by the AGENCY for completed work and for services rendered under this AGREEMENT and associated Task Assignments as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and incidentals necessary to complete the work. The DEPARTMENT acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

A. The DEPARTMENT shall be reimbursed in full by the AGENCY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.

B. Partial payments will be made by the AGENCY within 30 days of receipt of the billings from the DEPARTMENT. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.

C. Upon termination of this AGREEMENT as provided in Section VI, the DEPARTMENT shall be paid by the AGENCY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the AGENCY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the AGENCY.

D. Final payment of any balance due the DEPARTMENT of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the DEPARTMENT and certification thereof to the AGENCY.

IV
LEGAL RELATIONS

A. **INDEMNIFICATION:** Each of the parties to this AGREEMENT shall protect, defend, indemnify and save harmless the other party from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorney's fees, arising out of or related to the terms, covenants or conditions of this AGREEMENT and such parties' performance or failure to perform any aspect of this AGREEMENT; provided, however, that if the claims or suits are caused by or result from the concurrent negligence of (a) the AGENCY, its agents or employees, and (b) the DEPARTMENT, its agents or employees, including those actions covered by RCW 4.24.115, the obligations shall be valid and enforceable only to the extent of the parties' negligence; and provided further, that nothing herein shall require either party to hold harmless or defend the other party from any claim arising from the sole negligence of the other party.

B. **DISPUTE RESOLUTION:**

1. The AGENCY and the DEPARTMENT shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

	AGENCY	**DEPARTMENT**
Name/Title	_____	Region Real Estate Services Manager
Address	_____	_____

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3. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute.

	AGENCY	DEPARTMENT
Name/Title		Director, Real Estate Services
Address		PO Box 47338, Olympia, WA 98504-7388

The AGENCY and the DEPARTMENT agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

C. VENUE: In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

V
NONDISCRIMINATION

The DEPARTMENT shall comply with Chapter 49.60 RCW and with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq. With respect to the work to be performed by the DEPARTMENT during the contract, the DEPARTMENT shall not discriminate on the grounds of race, color, sex, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

VI
COMMENCEMENT AND TERMINATION OF AGREEMENT

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The DEPARTMENT may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the AGENCY with or without cause. The AGENCY may terminate this AGREEMENT or Task Assignment at any time provided that the AGENCY reimburses the DEPARTMENT for all direct and indirect costs incurred to date. This AGREEMENT shall terminate five years from the date of execution hereof unless otherwise terminated or unless extended in writing signed by both parties. Upon termination of this AGREEMENT, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

AGENCY	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:	Title: Region Real Estate Services Manager
Date:	Date:
Approved as to Form	Approved as to Form
Agency Attorney	By Bryce Brown Assistant Attorney General
Date	May, 2003 Date

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Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

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Revised 6/2004

28.1 General Discussion

Agencies serving a population of 100,000 or more are required to have a Title VI Plan. Agencies serving a population less than 100,000 may use an abbreviated Title VI Plan, a Nondiscrimination Agreement.

Title VI of the Civil Rights Act of 1964 and other Federal Nondiscrimination statutes prohibit discrimination based on race, color, national origin and sex (gender) in the provision of benefits and services in programs and activities receiving Federal funds. The U.S. Department of Transportation's implementing regulations are contained in 49 CFR Part 21 and 23 CFR 200. These regulations require:

- Affirmative Action
- Recipients to execute Title VI Assurances as a condition of Federal aid

These federal regulations require WSDOT to ensure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations [23 CFR 200.9(b)(7), 49 CFR 21.3, 49 CFR 21.7].

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs and activities" to include all programs and activities of Federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally funded or not.

The Federal Highway Administration (FHWA) requires each local agency that receives Federal funds through WSDOT to establish a Title VI Program to prevent discrimination in the provision of benefits and services on federally funded highway programs and activities. This Title VI Program is a system of policies and procedures designed to monitor agency (and subrecipient agency) compliance, address complaints, and eliminate discrimination when found to exist.

The policies and procedures to address nondiscrimination must be included in the local agency's Title VI Plan. Their Plan for implementing Title VI must be presented to the WSDOT's Office of Equal Opportunity (OEO) for review and approval.

28.2 Title VI Plan Development

A Title VI Plan is a legal document that imposes individual legal liabilities to the signatory agency that are not transferable. Each local agency must develop a Title VI compliance document that reflects its individual Federal-aid highway program structure. WSDOT will provide each local agency the technical support it needs to develop a Title VI Plan or a Title VI Plan in the form of a Nondiscrimination Agreement, for agencies with populations of less than 100,000.

A. Plan Scope. The Title VI Plan describes how recipients of Federal financial assistance will develop and implement their Title VI Program.

B. Plan Format. A specific format is not prescribed. Sample formats are contained in Appendixes 28.71 and 28.72.

Appendix 28.71 has an example Title VI Plan for large agencies serving a population of 100,000 or more. Large local agencies should use this example to prepare their plan that is to contain the categories listed in item C below (Key Points to Consider in Developing Plan).

Appendix 28.72 has a boilerplate for small agencies serving a population of less than 100,000 to use in developing their Abbreviated Title VI Plan/ Nondiscrimination Agreement.

If there are questions on these examples, please contact your Region Local Programs Engineer.

Larger agencies (populations greater than 100,000) having a Title VI Plan already approved for a different federally funded program, have the option to submit the existing Title VI Plan for approval or create a new one. Agencies can submit their plans through the Region Local Program Engineer for review by WSDOT's OEO. The WSDOT OEO will review the plan in accordance with Federal Requirements. If necessary, supplemental information will be requested prior to approval.

C. Key Points to Consider In Developing a Plan (These points are incorporated in the Nondiscrimination Agreement shown in appendix 28.72 for cities under 100,000 population.)

a. Policy statement. The policy statement reflects the agency's commitment to Title VI compliance, including all related Federal laws and regulations, and is signed by the agency's Chief Executive Officer (CEO).

b. Authorities. This section cites all relevant Federal statutes, regulations, executive orders and other legislation.

c. Organization and Staffing. This section identifies the Title VI Coordinator and program area Title VI Specialists within the organization directly responsible for the management and administration of the Title VI Program. The Plan is to include an organization chart that describes the reporting relationship between the designated Title VI Specialists within each program emphasis area and the designated agency Title VI Coordinator.

d. Program Emphasis Areas. This section describes the Federal-aid highway program areas (i.e., Planning, Research, Design, Education and Training, Right of Way, Construction, Maintenance, etc.), the areas' legal/operational authorities, and assigns Title VI compliance monitoring responsibilities to each area.

e. Title VI Standard Assurances and It's Appendixes (DOT 1050.2). The USDOT 1050.2 Standard Title VI Assurances of Appendix 28.71 and its Exhibits are placed by reference in every contract, grant or property regardless of its funding source. For consultant contracts see Exhibit H of Appendix 31.99. The agency's CEO signs these assurances.

f. Complaint Procedures. This section outlines the process for filing complaints and the investigative process. It also identifies the agency staff positions responsible for this process, and the time limits for the submission of complaints and completion of investigations [60 days per 23 CFR 200.9(b)(3)].

g. Table of Contents. This section enables the reader to quickly locate particular sections of the Plan.

28.3 Reporting Requirements

Local agencies are to provide the following reports and/or data to WSDOT:

Annual Title VI Update and Accomplishment Report

All agencies with approved Title VI Plans or Nondiscrimination Agreements are to annually prepare a report of their Title VI Program implementation compliance activities. This is to describe the activities that occurred during the federal fiscal year that ends on September 30. This Annual Title VI Update and Accomplishment Report is to be completed by each agency and forwarded no later than October 15 to the Region Local Programs Engineer, who will forward it to H&LP for transmittal to WSDOT's OEO for review and approval. The questionnaire of Appendix 28.73 assists agencies in addressing Title VI compliance for each area of their federal-aid highway program. A copy of this questionnaire will be provided to agencies with WSDOT's letter of approval of their Title VI Plan or Nondiscrimination Agreement.

Revisions to the Local Agency's Title VI Plan or Nondiscrimination Agreement

The Plan is to contain current information on names of staff and any other needed revisions. Agencies must submit substantial revisions to their Title VI Plan or Nondiscrimination Agreement to the Region Local Programs Engineer for transmittal to H&LP for submittal to WSDOT's OEO as soon as they occur for review and approval. Substantial revisions may be the filing of the agency's new CEO signature, administrative changes in the agency's Title VI Program administrative structure and staffing, or changes to the plan's complaint procedures, etc.

Local agencies only need to submit a revised Title VI document when program changes such as the ones described above take place.

28.4 Title VI Complaint Investigations

The local agency is responsible for investigating all Title VI discrimination complaints occurring within the Federal-aid highway program or its activities, unless the complaint filed is against the local agency. Complaints naming a local agency as a respondent shall be forwarded to the Region Local Programs Engineer, who will in turn forward it to H&LP. WSDOT's OEO will investigate these complaints. Each local agency's Title VI Plan will have External Complaint Procedures to assist them in conducting a timely, fair and impartial investigation.

All Title VI investigations are to be completed within 60 days of acceptance of a complaint.

An annual Log of Complaints must be maintained by each agency. The Log of Complaints must contain the following information for each complaint filed:

The name and address of the person filing the complaint

The date of the complaint

The basis of the complaint

The disposition of the complaint

The status of the complaint

A sample Log of Complaints is shown in Appendix 28.76.

Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself.

All findings from state or local investigations are preliminary and subject to the concurrence of FHWA Headquarters Civil Rights (HCR). FHWA HRC will render final decisions in all cases including those investigated by WSDOT. There are no administrative appeal forums in Title VI complaints. Once FHWA HCR issues its final agency decision (FAD), a complainant in disagreement with such determination may file an appeal with the appropriate US District Court.

28.5 Title VI Compliance Reviews

WSDOT/FHWA will conduct periodic reviews of compliance with Federal Title VI regulations as follows:

A. Compliance review. The WSDOT Title VI Coordinator will notify H&LP and work through the Region Local Programs Engineers to make arrangements to conduct periodic compliance reviews of local agencies with approved Title VI Plans. The compliance review will focus on how effectively the local agency has implemented its approved Title VI Plan. Documentation is gathered and individuals with Title VI responsibilities are interviewed as part of the review process. The local agency will be notified in writing of the scheduled date and the documents that will be required for the on-site review.

B. Local agency found in compliance. If no deficiencies are found during the on-site review, the local agency will be told at the conclusion of the review and be notified in writing that it is in compliance.

C. Local agency found in non-compliance. If deficiencies are identified during the review, the local agency will be apprised of them at the conclusion of the review and be given ninety (90) days to correct them. After an agency corrects deficiencies, it will be notified in writing that it is in compliance.

   If a local agency does not correct Title VI Program deficiencies identified by WSDOT or FHWA, it may be subject to sanctions including the suspension of FHWA funding.

D. Local agency responsibilities. Local agencies administering Federal-aid contracts are required to conduct on-site compliance reviews of prime contractors and subcontractors. Agencies needing assistance in conducting on-site reviews should contact their Region Local Programs Engineer.

28.6 Other Nondiscrimination Statutes Related to Title VI.

Limited English Proficiency – LEP (Executive Order 13166)

As noted above, one of the bases covered under Title VI is national origin. One type of national origin discrimination is discrimination based on a person's inability to speak, read, write, or understand English. The federal government and those receiving federal financial assistance (recipients, subrecipients, contractors) must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This may require providing written and/or oral communications in a language other than English. More information regarding LEP responsibilities can be found at www.lep.gov/recipbroch.html and at www.usdoj.gov/crt/cor/lep/dotlep.htm.

Environmental Justice (Executive Order 12898)

Procedures for addressing environmental justice are contained in WSDOT's Environmental Procedures Manual (Chapter 458), and FHWA Washington Division's "Environmental Justice – What You Should Know" document. Information can also be found at www.fhwa.dot.gov/environment/ej2.htm.

28.7 Appendixes

28.71 Title VI Plan for Large Agencies (Population over 100,000)

Exhibit 1 – Agency Title VI Notice to the Public

Exhibit 2 – Agency Title VI Assurances (USDOT Form 1050.2)

Exhibit 2(A) – Title VI Assurances for Consultants, Contractors, Etc.

Exhibit 2(B) – Granting and Habendum Clauses

Exhibit 2(C) – Lease/Deed Provisions

28.72 Title VI Nondiscrimination Agreement for

Small Agencies (Population under 100,000)

Exhibit 1 – Title VI Assurances for Contractors, Consultants, Etc.

Exhibit 2 – Granting and Habendum Clauses

Exhibit 3 – Lease/Deed Provisions

Attachments

28.73 FHWA Title VI Annual Update of Accomplishments Report

28.74 Compliance Review Questionnaire

28.75 Example of an annual report for agencies that serve a population of 100,000 or greater.

28.76 Example of a Complaint Log

_____ Agency

Federally Funded Transportation Program

TITLE VI PLAN

_____ **Agency Commissioners**

_____

_____

_____

_____

Agency Administrator

_____

Public Works Director

Prepared by: _____

Grants & Compliance Manager

(Title VI Coordinator)

Office of Budget & Information Services

Title VI Plan - Large Agency (Population over 100,000)

I. Policy Statement, Authorities and Citations

A. Policy of Nondiscrimination

_____ Agency assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency sponsored program or activity. _____ Agency further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event _____Agency distributes Federal aid funds to another entity, _____ Agency will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for Federal funds. Assurance of compliance, therefore, falls under the proper authority of the Board of Agency Commissioners pursuant to its budgetary authority and responsibility. The Agency Administrator and Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

_____ _____

Agency Administrator Date

B. Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

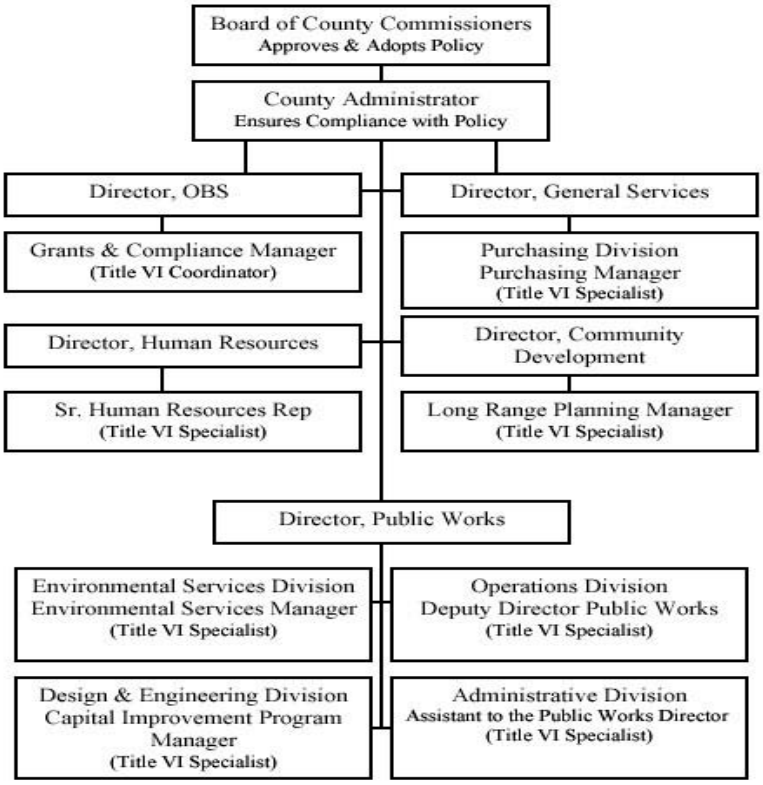
The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

C. Additional Citations

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

II. Organization, Staffing and Structure

A. Organizational Chart – Reporting Relationships



B. Staffing and Structure

Agency Administrator

The Agency Administrator is authorized to ensure compliance with provisions of the Agency's policy of non-discrimination and with the law, including the requirements of 23 CFR Part 200 and 49 CFR Part 21. The Agency's grants compliance function and Title VI coordination shall be performed under the authority of the Agency Administrator.

Title VI Coordinator

_____ Agency has created a position of Grants and Compliance Manager to perform the duties of the Title VI Coordinator (Coordinator) and ensure implementation of the Agency's Title VI Federally Funded Transportation Program. The Grants and Compliance Manager has other duties and responsibilities in addition to Title VI. Although the Grants and Compliance Manager reports to the Director of the Office of Budget and Information Services (OBIS), their direct supervisor, this position shall have an indirect reporting relationship and access to the Agency Administrator.

Title VI Specialists

Additionally, the Agency has designated Title VI Specialists (Specialists) in departmental special emphasis program areas. The Specialists, designated below, shall work in concert with the Title VI Coordinator. These key programs or department areas are subject to receiving Federal assistance through grants or other types of transportation related funding, or are responsible for implementing Agency directives and policies to ensure civil rights compliance and equal opportunity. The Specialists will work with the Coordinator to ensure their respective departments and programs comply with Title VI regulations and assurances, meet the objectives of the Title VI Plan, meet Federal and state reporting requirements, and provide adequate training opportunities for applicable staff.

Title VI Specialists will work with the Coordinator to ascertain Title VI compliance by contractors, subcontractors, consultants, suppliers and other sub-recipients under Federally funded projects or programs. Specialists will ensure applicable Title VI provisions and requirements are included in contractual agreements to prime contractors and sub-recipients. Specialists will work with the Coordinator to obtain statistical data on race, color, national origin, handicap/disability, age and sex of participants in, and beneficiaries of Federally funded _____ Agency transportation programs. Each of the Specialists will maintain data relative to their respective special emphasis program area, designated below. The Coordinator shall use the data to complete annual Title VI reports and for other administrative needs.

Public Works	
Design & Engineering	Capital Improvement Program Manager
Environmental Services	Environmental Services Manager
Operations	Deputy Director Public Works
Administration	Assistant to the Public Works Director
Community Development	Long Range Planning Manager
Human Resources	Senior Human Resources Representatives
General Services	
Purchasing	Purchasing Manager

III. Title VI Plan Implementation and Program Administration

Title VI Coordinator's Responsibilities and Program Administration

As authorized by the Agency Administrator, the Title VI Coordinator is responsible for initiating, monitoring, and ensuring _____ Agency's compliance with Title VI requirements as follows:

A. Program Administration. Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess administrative procedures, staffing, and resources; provide recommendations as required to the Agency Administrator and Director of OBIS.

B. Complaints. Review written Title VI complaints that may be received by _____ Agency following the adopted procedural guidelines (see Section V – Complaint Procedures). Ensure every effort is made to resolve complaints informally at the local or regional level.

C. Data Collection. Review the statistical data gathering process performed by Title VI Specialists periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration. (See Section VII - Special Emphasis Program Areas).

D. Environmental Impact Statements. Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by Public Works (PW) for projects receiving Federal Highway Administration or other Federal assistance.

E. Training Programs. Conduct or facilitate training programs on Title VI issues and regulations for Agency employees; and facilitate Title VI training for appropriate staff, contractors and sub-recipients. A summary of training conducted will be reported in the annual update.

F. Title VI Plan Update. Review and update the _____ Agency Transportation Program, Title VI Plan as needed or required. Present updated plan to the Agency Administrator for approval; submit amended Plan to WSDOT.

G. Annual Accomplishment Report. Prepare an annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year; identify goals and objectives for the upcoming year as required; and submit by October 15.

H. Public Dissemination. Work with Agency staff to develop and disseminate Title VI program information to _____ Agency employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and annual publication of the Agency's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English.

I. Elimination of Discrimination. Work with the Public Works Department, Human Resources, and other Agency offices to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in any Agency processes.

J. Maintain Legislative and Procedural Information. Federal laws, rules and regulations, WSDOT guidelines, the current _____ Agency Title VI Plan, Annual Accomplishment Reports, and other resource information pertaining to the implementation and administration of the Agency's Title VI program will be maintained and updated by the Coordinator. Information will be made available to other Agency departments or the public as requested or required.

IV. NHI Education and Title VI Training

In keeping with adopted _____ Agency policy of nondiscrimination, departmental procedures will be established or followed for Public Works employees to have equal access to applicable educational and training opportunities. Public Works staff will maintain program administration documentation and data necessary for preparation of annual Title VI reports, and will routinely supply the necessary data to the Title VI Coordinator.

A. National Highway Institute (NHI) Education

The Coordinator will be notified when training for the National Highway Institute courses or workshops become available to Agency Public Works employees. The Director of the Department of Public Works will establish policy for the selection of participants interested in taking part in the National Highway Institute Training workshops to ensure that no one is denied participation or subjected to discrimination on the basis of race, color, national origin or sex. A report will be completed and forwarded to the Coordinator upon completion of each educational seminar or course throughout the course of the year, which shall include the name of each participant, their title, division, sex and ethnicity for use in completing the annual Title VI accomplishment report.

B. Title VI Training

The Coordinator is responsible for overall Title VI related training and staff development for Title VI Specialists and other Agency employees. The Coordinator will organize or conduct a minimum of one internal Title VI training session annually. The Coordinator will organize and facilitate the provision of Title VI training sessions for consultants, contractors, and subcontractors periodically. WSDOT's Office of Equal Opportunity Internal and External Civil Rights Branch and the Contract Compliance Office may be asked to provide applicable training.

C. Selection of Instructors

The Coordinator will collaborate with the Agency's Purchasing Division to ensure Agency policy is followed in the selection of instructors for _____ Agency Public Works training courses/ workshops, and ensure equal opportunity in the selection process for all training contracts. Per adopted policy, the Agency will provide accessibility to Minority/Women/Disadvantage Business Enterprise consulting and training firms to compete for training contracts.

V. Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities

A. Overview

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by _____ Agency, as well as to sub-recipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints informally at the Agency and sub-recipient level. The option of informal mediation meeting(s) between the affected parties and a designated mediator may be utilized for resolution.

B. Procedures

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with _____ Agency Human Resources, Public Works or Board of Agency Commissioners. A formal complaint must be filed within 180 calendar days of the alleged occurrence. The Agency will not officially act or respond to complaints made verbally.
2. Upon receiving the written complaint, _____ Agency will determine its jurisdiction, acceptability, need for additional information, and the investigative merit of the complaint. In some situations, the Agency may request the Washington State Department of Transportation (WSDOT) Office of Equal Opportunity conduct the investigation. In the event WSDOT handles the investigation, they will follow their adopted procedures for investigating discrimination complaints, per their current State Title VI Plan.
3. If the complaint is against a sub-recipient, consultant, or contractor, under contract with the Agency the appropriate division and/or agency shall be notified of the complaint, within 15 calendar days.

4. Once the Agency decides its course of action, the complainant and the respondent will be notified in writing of such determination within five (5) calendar days. The complaint will be logged into the records of the Title VI Coordinator, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
5. In cases where _____ Agency assumes investigation of the complaint, the Agency will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have ten (10) calendar days upon receipt, to furnish the Agency with his/her response to the allegations.
6. Within 60 days of receipt of the complaint, the Coordinator or WSDOT investigator will prepare a written investigative report for the Agency Engineer and Agency Administrator. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
7. The recommendation shall be reviewed by the Prosecuting Attorney's office (PA). The PA may discuss the report and recommendations with the Coordinator and other appropriate departmental staff. The report will be modified as needed and made final for its release to the parties.
8. Once the investigative report becomes final, briefings will be scheduled with each party within 15 days. Both the complainant and the respondent shall receive a copy of the investigative report during the briefings and will be notified of their respective appeal rights.
9. A copy of the complaint and _____ Agency's investigative report will be issue to WSDOT's External Civil Rights Branch (or the appropriate oversight agency) within 60 calendar days of the receipt of the complaint.
10. If the complainant or respondent is not satisfied with the results of the investigation of the alleged discriminatory practice(s) he or she shall be advised of their rights to appeal the agency's decision to WSDOT, U.S. Department of Transportation or U.S. Department of Justice. The complainant has 180 calendar days after the appropriate agency's final resolution to appeal to USDOT. Unless new facts not previously considered come to light, reconsideration of the final determination by the investigating agency will not be available.
11. An annual Log Of Complaints must be maintained by each agency. The Log Of Complaints must contain the following information for each complaint filed:
    - The name and address of the person filing the complaint
    - The date of the complaint
    - The basis of the complaint
    - The disposition of the complaint
    - The status of the complaint

    Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself.

VI. Subrecipient Review and Remedial Action Procedures

A. Title VI Review of Subrecipients of Federal-Aid Highway Funds. Public Works Specialists and the Coordinator will assist WSDOT to periodically conduct Title VI compliance reviews. Title VI Specialists and Public Works staff will review select recipients of Federal-aid highway or other Federal funds, to ensure adherence to Title VI requirements (see Section VII). The Coordinator and Specialists will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors, and sub-recipients, including Title VI language, provisions, and related requirements, as applicable.

B. Post-Grant Reviews. The Coordinator will collaborate with Specialists and Public Works staff to conduct periodic post grant reviews of select recipients of Federal highway funds or other Federal funds, for roads, sidewalks, bridges, municipal construction, etc. to ensure adherence to Title VI requirements (see Section VII). Appropriate staff will periodically confirm that operational guidelines provided to consultants, contractors and sub-recipients include Title VI language and provisions and related requirements, where applicable.

C. Remedial Action. When irregularities occur in the administration of Federal-aid highway programs at either the Agency or sub-recipient levels, corrective action will be taken to resolve identified Title VI issues. _____ Agency will seek the cooperation of the consultant, contractor or other sub-recipient in correcting deficiencies found during periodic reviews. _____ Agency will provide technical assistance and guidance, upon request, to support voluntarily compliance by the sub-recipient. When conducting Title VI compliance reviews, the Agency will reduce to writing any recommended remedial action agreed upon by the Agency and sub-recipient, and provide a copy of the letter within a period not to exceed 45 days.

Sub-recipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a sub-recipient fails or refuses to voluntarily comply with requirements within the allotted time frame, _____ Agency will submit to WSDOT and FHWA copies of the case file and a recommendation that the sub-recipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ascertain if the sub-recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the sub-recipient refuses to comply, _____ Agency and WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

VII. Title VI Implementation Activities in Special Emphasis Program Areas

A. Planning & Location Activities

1. Planning Process. The Agency Engineer has responsibility for providing long-range planning (through a service agreement with Community Development), program development, and capital programming necessary to provide efficient transportation services to Agency citizens. The Agency Engineer annually updates and coordinates _____ Agency's six-year plan for transportation improvement programs and projects. The update also informs other _____ Agency jurisdictions of the current planning direction for transportation needs. Projects included in the update are the result of evaluation and prioritization of needs in various transportation areas. The evaluation process includes input from various divisions in the department, cities, local jurisdictions and organizations, citizen groups, and private individuals. All six-year plans must be consistent with the adopted Comprehensive Plan approved under the State's Growth Management Act.

2. Authorities. _____ Agency Code; 23 CFR 450; RCW 35.77; RCW 36; RCW 47.06 Statewide Transportation Planning; RCW 47.80 Regional Transportation Planning Organization (RTPO)

3. Public Involvement in Planning Activities & Title VI

   a) Invite participation of a cross section of the populace from social, economic, and ethnic groups in the planning process by disseminating written program information to minority media and ethnic organizations, and providing public service announcements for all local media, when forming citizen advisory committees or planning board, and requesting involvement.

   b) Public Works staff will obtain demographic statistics at applicable community meetings and public hearings involving transportation planning sessions. Data will be gathered through use of a voluntary self-reporting form which includes race, gender, and national origin. Copies of the completed forms will be provided to Title VI Coordinator after each meeting.

   c) To ensure access to public meetings, evening meetings will be conducted in a variety of community buildings throughout the Agency, including those along transit routes, ensure translation services are available if anticipated, and ensure public meetings are held in predominantly minority communities when transportation projects will specifically impact those communities.

B. Consultant Contracts Activities

1. Consultant Contracts Administration. The D&E Division is responsible for recommending consultant firms to the Agency Engineer for final selection, negotiation and award. The Division administers awarded consultant contracts.

2. Authorities. _____ Agency Ordinance 90-81; WSDOT Local Agency Guidelines; 48 CFR 31; 23 CFR 172

3. Consultant Selection Process. Public Works staff will request qualifications from consulting engineering firms specializing in various aspects of civil engineering which may relate to public works projects and the development of construction plans and special provisions for roads and bridges, design work associated with structures, performing environmental studies or preparing NEPA or SEPA documents for public works projects.

   Consultant selection from the certified list maintained by the Purchasing Division adheres to Washington State regulations (RCWs) and is consistent with _____ Agency vendor policies.

4. Title VI Assurances and Provisions

   a) Include applicable Disadvantaged Business Enterprise (DBE) goals in designated projects, and seek to proactively achieve the goal(s).

   b) Include Title VI assurance and provision language in all Federally funded consultant contracts. Periodically review documents and language to ensure compliance with current laws and regulations. Provide a copy of the form of the contract to the Coordinator, and any amendments or updates that may occur over time.

c) A Public Works Specialist will maintain updated demographic data on the utilization of women-and minority-owned consulting firms. As they occur, a copy of the award letter will be provided to the Coordinator for use in preparing the Annual Update Accomplishment Report.

C. Design & Engineering / Environmental Activities

1. The Public Works Design and Engineering Division is responsible for the Capital Improvement Program (CIP) and environmental permitting for projects. Studies are performed to assess various environmental factors as they relate to the implementation of the Agency's Annual Road Program, including evaluating demographic data.

2. Authorities. _____ Agency Ordinance; Local Agency Guidelines - WSDOT- M36-63; Standard Plans For Road, Bridge and Municipal Construction-WSDOT; APWA - M21-01; Title 23, USC 109(d), 14(a), 217, 315 and 402(a); 23 CFR 1204.4; 23 CFR 771; EO 12898; 49 CFR 1.48(b)(33) and 1.48(c)(2; National Environmental Policy Act of 1969, 42 USC 4321; 40 CFR Part 1500; 49 CFR Part 622; WSDOT EPM M31-1; EO 12898

3. Design /Environmental Review Process and Title VI

a. Depending on the scope, complexity, and impacts of a project, a National Environmental Policy Act (NEPA), NEPA Categorical Exclusion, NEPA Environmental Assessment, State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non Significance, or NEPA and/or SEPA Environmental Impact Statement will be completed.

b. Monitor compliance with Title VI requirements in all aspects of conducting Environmental Impact Statements or Assessments. Provide a comprehensive summary of the demographic and environmental data elements to be considered by the EIS/EIA process to the Coordinator; including updated summary lists as applicable. Incorporate into the review process, adequate

c. Time for the Coordinator to review and comment, as applicable, on the draft EIS/EIA to ensure there are no violations of the Federal Civil Rights Act, as amended, as a result of the Agency's Federal-aid highway activities.

d. In order to ensure dissemination of information and foster participation from affected populations, the Public Works staff will place public notices in applicable general and minority media; select accessible locations and times for public hearings or meetings, and arrange for translation services as needed; particularly in projects impacting predominantly minority communities. Ensure the public has information pertaining to their rights to call or write the department to view plans and discuss environmental problems.

e. Public Works staff will obtain demographic data at community meetings and public hearings pertaining to the transportation design phase. Data will be gathered through use of a voluntary sign-up form which includes race, gender, and national origin. Copies of the voluntary self-reporting forms will be provided to the Coordinator after each meeting.

f. Public Works staff shall provide a copy of the Annual Construction Report to the Title VI Coordinator in or around April of each year. The Coordinator shall work with the Agency GIS Department to generate a map of the Federally funded transportation projects to include demographic data of the neighborhoods effected by the projects.

D. Right-of-way Activities

1. Real Property Services. The Real Property Services Section manages and coordinates the appraisal and acquisition of real property and relocation assistance services for public works projects. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, businesses, farm operations, nonprofit organizations, and property management. The Real Property Services Section is located in the Design and Engineering Division.

2. Authorities. Right of Way Manual; 23 CFR 130; 49 CFR 24; RCW Chapter 47; WAC 468.100

3. Right-of-way Activities and Title VI

a) Ensure equal opportunity in all aspects of procuring real estate service contracting and appraisal agreements. Follow adopted Agency vendor procurement policies in the acquisition of contracted services.

b) Utilize current OMWBE directories identifying fee appraiser organizations and the Washington State Department of Transportation's list of certified fee appraisers when seeking services. Maintain data on awards to minority and female appraisers, and provide data to the Title VI Coordinator on a quarterly basis.

c) Follow the guidelines in the Right of Way Manual for property acquisition as well as applicable laws and regulations, including Title VI and Section 504.

d) Adhere to departmental policy of apprising affected property owners, tenants, and others involved in right-of-way

acquisition of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process. Provide copies of relocation

e) Assistance literature produced by WSDOT and a copy of the _____ Agency Title VI Compliance brochure to all affected parties.

f) Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business. Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate clauses, including Title VI Assurances.

g) Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.

h) Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.

i) Maintain statistical data including race, color, national origin, and sex on all relocatees affected by Federally funded projects, and provide detailed demographic data quarterly to the Title VI Coordinator.

E. Construction and Maintenance Activities

1. Construction Management Section. This section is located in the Design and Engineering Division, and is responsible for administration of all new construction contracts and inspecting bridges. The D&E Division is responsible for oversight and the administration of transportation construction projects, as set forth by policy decisions and supervision of the Agency Engineer.

2. Authorities. Construction Manual M41-01; Maintenance Manual M51-01; Local Agency Guidelines; Standard Specifications for Road, Bridge, and Municipal Construction

3. Maintenance. The Operations Division is responsible for the efficient program for maintaining Agency roads, bridges, and parks/grounds by economically utilizing the resources of contractors, equipment, and materials.

4. Authorities. Maintenance Manual M 51-01; Construction Manual M 41-01; Standard Specifications for Road, Bridge and Municipal Construction Section (M 41-10); Clark Agency Road Standards

5. Construction and Maintenance Activities and Title VI

a) Review all Federally funded projects for application of DBE goals. As appropriate, include DBE provisions in those projects with designated goals. Include Title VI language in bid announcements and applicable construction documents, as stipulated in the Agency's Title VI Policy Statement (p. 2) and Assurances (Addendum 2, p. 14-15) herein.

b) Award construction contracts on the basis of lowest responsive bidder, as well as meeting DBE requirements. Include Title VI language in prime contract award letters to encourage utilization of DBE subcontracts and vendors.

c) Ensure that prime contractors with DBE requirements award contracted work to qualified DBEs which perform commercially useful functions.

d) Monitor all maintenance and construction operations to ensure nondiscrimination throughout all operations.

e) Coordinate the gathering of maintenance and construction information regarding DBE participation for the Annual Title VI Report; and provide to the Coordinator.

Exhibit 1 - _____ Agency Title VI Notice to the Public

_____ Agency hereby gives public notice that it is the Agency's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which _____ Agency receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with _____ Agency. Any such complaint must be in writing and filed with the _____ Agency Title VI Coordinator within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Human Resources office at no cost to the complainant by calling (xxx) xxx-xxxx.

Exhibit 2 - _____Agency Title VI Assurances

The Agency of _____ in the State of Washington, (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d--42 USC 2000d--4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance through the Washington State Department of Transportation, including the U.S. Department of Transportation and Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.:

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

   _____ Agency in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d---42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, of for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

    THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person whose signature appears below is authorized to sign this Assurance on behalf of the Recipient.

Exhibit 2A_____, _____ Agency Administrator Date

1 – Title VI Assurances For Consultants, Contractors, Subcontractors, Suppliers, and Manufacturers

_____ Agency will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of Federal financial assistance:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations.

   The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

   The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports.

   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by _____ Agency or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to _____ Agency, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

   In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, _____ Agency and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions**.**

   The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as _____ Agency or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request _____ Agency enter into such litigation to protect the interests of the Agency and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit 2B - Granting and Habendum Clauses

When _____ Agency is the recipient of real property, structures or improvements thereon, or interest therein ***from*** *the United States, the following clauses shall be included in any and all deeds affecting or recording the transfer of property:*

GRANTING CLAUSE

NOW, THEREFORE, _____ Agency, as authorized by law, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d--4) does hereby remise, release, quitclaim, and convey unto _____ Agency all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto _____ Agency, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on _____ Agency, its successors, and assigns.

_____ Agency, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)1 (2) that _____ Agency, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Exhibit 2C - Lease/Deed Provisions

Upon receipt of Federal financial assistance to construct a facility or part of a facility, the Recipient agrees to included these clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by _____ Agency pursuant to the provisions of Title VI Assurances, item 7:

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the Agency shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by _____ Agency pursuant to the provisions of Title VI Assurances, item 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Agency shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

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1 *Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of Civil Rights Act of 1964.*

Washington State Department of Transportation and Name of Recipient Policy Statement

The (Name of Recipient), hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

_____
Signature

_____
Title

_____
Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, (Name of Recipient) has appointed a Title VI Specialist who is responsible for Attachment 1, which describes the hierarchy for (Name of Recipient)'s Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The (Name of the Recipient), hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
   - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Washington State Department of Transportation (WSDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

   The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

   a) Annual Work Plan

      Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   b) Accomplishment Report

      List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

   a) The date of alleged act of discrimination; or

   b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

   In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.

5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:

   a) Name, address, and phone number of the complainant.

   b) Name(s) and address(es) of alleged discriminating official(s).

   c) Basis of complaint (i.e., race, color, national origin or sex)

   d) Date of alleged discriminatory act(s).

   e) Date of complaint received by the recipient.

   f) A statement of the complaint.

   g) Other agencies (state, local or Federal) where the complaint has been filed.

   h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contacts for the different Title VI administrative jurisdictions are as follows:

   Washington State Department of Transportation
   Office of Equal Opportunity, Title VI Program
   PO Box 47314
   Olympia, WA 98466
   (360) 705-7098

   Federal Highway Administration
   Washington Division Office
   711 Capitol Way South, Suite 501
   Olympia, WA 98501
   (360) 534-9325

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the WSDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION:

_____
Signature

Director of the Office of Equal Opportunity
Title

_____
Date

NAME OF RECIPIENT:

_____
Signature

_____
Title

_____
Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

   The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

   The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

   In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
   - Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

   The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Title VI Annual Update of Accomplishments Report for FY 2003-2004 For The Washington State Department of Transportation

This Report describes _____ 's Title VI activities for the federal fiscal year 2003-2004 (October 1, 2003-September 30, 2004), provides information regarding the _____'s Title VI accomplishments, and describes any changes in Title VI program implementation during the reporting period.

The Title VI Coordinator function has been delegated to the _____ within the Department. Title VI responsibilities pertaining to contract compliance and minority and women's businesses are handled primarily by the Business Development and Contract Compliance Office (BDCC) in the Office of Business Relations and Economic Development (BRED). Both (your agency's divisions) are within the Executive branch of _____'s government. The _____ Title VI Plan has been revised this year. The Plan is available from the Title VI Coordinator upon request.

The ____ continues to provide contract-specific services to the Road Services Division in the _____ Department of Transportation. They are involved in DBE goal setting, pre-contract administration, monitoring, contract compliance reviews and reporting.

_____, is the designated Title VI Coordinator and reports directly to the _____ on Title VI issues. The Office of Civil Rights strives to eliminate discrimination through education, mediation and enforcement that is responsive to the needs of a diverse _____. The _____ implements specific programs to eliminate discrimination in employment, housing, public accommodations, contracting and assists _____ government in complying with Title VI and disability access laws.

Last year, ____ developed a new training curriculum for the Special Emphasis Area liaisons and interested others. This year, _____ revised and expanded its Compliance Review Questions. _____ used the questions in compliance review/training meetings with Special Emphasis Area liaisons. _____ also presented its training curriculum with the Environmental unit of the _____ Division. _____ facilitated a session at the AAAHTO National Civil Rights Conference and shared its training curriculum with attendees.

Title VI Annual Update Report for FY 2003-2004
For The Washington State Department of Transportation

The report includes an updated version of Title VI Implementation Plan (Appendix D).

This report is a joint effort between _____ _____ Department of Executive Services/Office of Civil Rights and _____ _____ Department of Transportation/Road Services Division, with assistance provided by the Executive's Office/Business Development and Contract Compliance. We thank all of those who assisted us in gathering the necessary information and in ensuring the accuracy of the report!

Agency Responsible for this Report Sign In This Area.

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_____ _____, through the Office of the Title VI Coordinator of the Office of Civil Rights, Department of Executive Services and the Department of Transportation, Road Services Division, consistent with the requirements of Title VI of the Civil Right Act of 1964, and the Civil Rights Restoration Act of 1987, hereby, formulates and submits its FY 2003 -2004 Title VI Update Report this 29th day of September, 2004.

Section I. POLICY STATEMENT

A copy of _____ _____'s Title VI Policy Statement is attached in Appendix E of this report.

Section II. ORGANIZATION, STAFFING AND STRUCTURE

A. Organization

The Manager of the Office of Civil Rights has responsibility for the overall administration and management of the _____'s Title VI Program. The individual designated as the Title VI Specialist in this Update Report provides assistance in Title VI program implementation by wor_____ to address issues regarding program implementation, compliance monitoring, education and reporting within _____ departments.

The Title VI Coordinator continues to report directly to the _____ _____ Executive on Title VI issues (please refer to the enclosed organizational chart located in this report, Appendix G).

B. Staffing

Table II.B.1. below depicts the name of the Title VI Specialist who reports directly to the Title VI Coordinator and is located in the Office of the Title VI Coordinator.

Table II.B.1 - Title VI Specialist			
Name	**Race/Gender**	**Title**	**Duties**

C. Structure

Table II.C.1. below shows Title VI Special Emphasis Program Area Liaisons within _____ _____. For this update, program area elements include planning, location, design, environmental services, real estate services (right of way), construction, and education and training. The program area liaisons work directly with the Title VI Specialist in the Office of the Title VI Coordinator. All liaison positions have been filled at this time.

Table II.C.1- Title VI Special Emphasis Program Area Liaisons			
Name	**Gender/ Ethnicity**	**Title**	**Program**

****Responsible for identifying training and educational needs for staff within their respective sections/units and for securing the necessary training.**

Staff within the Office of the Title VI Coordinator assists these work groups by providing guidance and instruction on each unit's roles and responsibilities in fully implementing the Title VI provisions as needed.

Section III. TITLE VI MONITORING AND REVIEW PROCESS

A. Actions to Promote Internal and External Compliance with Title VI

_____ _____ utilizes liaisons in the Department of Transportation Road Services Division (Special Emphasis Areas as described above) and throughout all departments in the _____ to assist in assuring compliance with Title VI. As the office of the Title VI Coordinator, _____ provided training to liaisons and others responsible for compliance throughout _____ _____ government. _____ also provided information to the public, including contractors, on _____ _____'s Title VI compliance program.

In 2002, Title VI Coordinators from around the state began to meet twice a year. In FY 2003-2004 they met once in Vancouver and discussed issues raised by WSDOT. They shared common experiences, best practices and challenges in implementing Title VI. This effort will continue. Between meetings the coordinators share information via e-mail.

Internal

The Title VI Plan has been updated this year along with the Title VI Update Report. Both were circulated to the Special Emphasis Area Liaisons in the Road Services Division of the _____ Department of Transportation as a part of the update process.

Last year, _____ developed a new training curriculum for the Special Emphasis Area Liaisons and interested others. José Rivera, Title VI Coordinator, Office of Equal Opportunity, Washington Department of Transportation, provided valuable input. The training curriculum covers all Special Emphasis areas, along with environmental justice and serving persons who have limited English proficiency. The training will help liaisons take preventative measures and actions to address issues of discrimination, when found to exist. The curriculum was circulated to Title VI Coordinators statewide for comment and use.

_____ has pursued opportunities to incorporate Title VI issues in _____ policies and manuals. _____ provided input to the development and completion of a new Project Management and Design Manual by identifying and commenting on areas where Title VI issues may occur in these processes. The Title VI Training curriculum outline is included as a reference to project designers and managers.

In April of 2004 the Title VI Coordinator and _____ division staff provided comments to Kathleen McKinney, WSDOT regarding her development of an Environmental Justice Webpage Pilot. The layout of the webpage was useful and informative.

In May 2004 the Title VI Coordinator met with _____ to discuss recent requirements for the Title VI Update Report from the FHWA/WSDOT. Later, in May _____ and _____ DOT met with Jose Rivera, WSDOT Title VI Specialist, to discuss ways of including Environmental Justice and Limited English Proficiency data into the Title VI Plan and Update Report.

In June 2004 _____ Department of Transportation personnel and _____ staff attended a WSDOT sponsored course: *A Model for Conducting Environmental Justice Analysis*. In part, this course explains Title VI responsibilities associated with environmental justice and receiving federal aid.

In 2004, _____ developed an expanded compliance review questionnaire. In August and September 2004, _____ utilized this questionnaire to conduct reviews and training with special emphasis area liaisons.

In September 2004, _____ presented a separate focused training to staff in Environmental Services, Department of Transportation, concentrating on Environmental Justice, Limited English Proficiency and environmental processes. The training utilized the training curriculum developed last year.

External

_____ discussed Title VI compliance at the Regional Contracting Forum in February 2004 co-sponsored by a variety of governments including _____ _____. Additionally, _____'s Title VI Specialist facilitated a workshop at the American Association of Transportation Officials (AASHTO) 2004 National Transportation Civil Rights Conference in San Diego, California in September 2004. The workshop entitled, *Effective Team Building with State DOT and Sub-Recipient Partners: Cities and Counties* was well received.

B. Title VI Compliance Reviews During this Report Period

_____ _____ conducted six (6) Title VI Compliance Reviews during the reporting period:

- 5/17/04 – Planning, Public Involvement (Reviewer's Name)
- 7/21/04 – Planning, Design (Reviewer's Name)
- 8/9/04 – Environmental Services (Reviewer's Name)
- 8/26/04 – Real estate services (ROW) – (Reviewer's Name)
- 9/10/04 – Construction and Consulting (Reviewer's Name)
- 9/14/04 – Training (Reviewer's Name)

Section IV. TITLE VI COMPLAINTS DURING THIS REPORT PERIOD

_____ received no complaints involving Department of Transportation Road Services Division in 2003-2004. _____ received two complaints involving the _____ _____ Department of Transportation, Transit Division in 2003-2004.

The two complaints alleged one incident of denial of bus services by the Department of Transportation Transit Division. The complaints alleged discrimination based on race. _____ resolved these cases.

Section V. ACCOMPLISHMENT REPORT FOR EACH PROGRAM AREA

The following information describes the location of the major program functions within _____ _____ and identifies accomplishments, applicable operational guidelines, process, and responsibilities of the various sections.

Appendix B lists staff summarized by gender and race for the following Special Emphasis areas: Planning, Design, Construction and Maintenance Services and Environmental.

A. Planning

The Road Services Division is responsible for developing short and long-range plans that provide efficient transportation services to the citizens of _____ _____.

Division staff coordinates with other government agencies, private groups, and the public to develop comprehensive plans that meet the transportation needs of _____ _____. The Division provides staff and technical assistance to regional transportation groups and serves as KCDOT liaison for planning with the Puget Sound Regional Council.

A.1. Number of Consultant Projects for Planning Awarded During this Reporting Period and Dollar Value

No consultant contracts for planning were awarded during FY 2004.

A.2. Efforts Made to Utilize Minority and Female Consultants and Sub-consultants in Federally Assisted Contracts

It is the policy of _____ _____ to comply with 49 Code of Federal Regulations, Part 26, to ensure that Disadvantaged Businesses, including minorities and women, have an equal opportunity to receive and participate in federally assisted contracts. _____ _____ does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Efforts made to use minority and female consultants during FY 2004 include the following outreach activities:

- **Disadvantaged Business Enterprise (DBE) Goals.** As part of _____ _____'s outreach efforts to use minority and female consultants, when appropriate, proposals include a Disadvantaged Business Enterprise (DBE) goal. Certified DBE firms can encompass small, minority and women-owned firms. As a condition of award, the successful bidder must make good faith efforts to meet this DBE goal. The proposer establishes good faith efforts when it documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate efforts to do so although unsuccessful.

- **Consultants Selection Procedures.** Consultants are selected according to the procedures outlined in the RCW, _____ ___ _____ Codes and Local Agency Guidelines (LAG) Manual procedures for federally assisted projects. _____ _____ encourages all consultant firms that are registered in Washington State to conduct business and who possess the requisite professional license(s) to present their qualifications for highway design projects.

  The _____ _____ Professional and Contract Services Section solicits firms for inclusion on the _____'s Architecture and Engineering, Professional Services, and the Construction Small Works Rosters in accordance with RCW 39.80 and _____ _____ practices. _____ _____ places an advertisement in various news media to include the Seattle Times, Seattle Daily Journal of Commerce and various minority newspapers that have existing contracts with the _____. Advertisement is conducted a least twice during a year to encourage consultant firms to apply for placement on the rosters. In addition, _____ _____'s Procurement website contains year-round information on how to apply for the rosters and an application that can be downloaded from the following website address:

  _____ _____ complements the annual roster advertisements with continuous outreach efforts conducted by the Business Development and Contract Compliance Section. These activities include an annual Regional Contracting Forum that provides advance information on upcoming public procurements, networking and one-on-one meetings with public procurement officials. _____ _____ provides the leadership and coordination for this annual event. The Business Development and Contract Compliance Section also produces a newsletter that provides a listing of upcoming contracts that is distributed to small, minority and women-owned businesses, The Focus.

- **Public Pre-proposal Meetings**. Other outreach efforts to support the use of minority and female consultants include conducting public pre-proposal meetings to provide information concerning the scope of work and available subcontracting opportunities associated with projects. These meetings are open to all interested parties.

A.3. Studies Conducted which Provide Data Relative to Minority Persons, Neighborhoods, Income Levels, Physical Environments, and Travel Habits

The _____ will continue to review all proposed projects for their potential to have a disproportionate impact on low-income and minority populations that are subject to additional consideration in accordance with applicable Title VI and Environmental Justice provisions. _____ _____'s unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities. However, some projects, do require such analysis.

A.4. Hearings Held During the Report Period and Efforts Utilized to Ensure Citizen Participation, Particularly Minorities, and Women—the Number of these Individuals and the Capacity of their Participation

No hearings were conducted in FFY 2004. There were seven (7) community advisory group meetings and one other public meeting conducted.

_____ _____ continues to use the Washington State Department of Transportation (WSDOT) form for collecting data on public hearing and public meeting attendees for Title VI reporting requirements, per Title 23, Code of Federal Regulations, Part 200.9(b)(4). See Appendix ___ for a copy of the form used by _____ _____ at its public meetings. Appendix F summarizes the forms collected during FFY 2004.

B. Location

_____ _____'s emphasis over the past several years has been the improvement of existing Rights-of-Way and corridors. There has been no activity in the _____'s Location Program. When future corridors are considered, the Location Program will be one of the tools used by the _____ to help determine their feasibility.

B.1. Number of Complaints Filed

None during this report period.

B.2. Identification of Titles, Ethnicity and Gender of Employees in the Location Program

Not applicable this reporting period. _____ _____ currently has no staff currently assigned to location duties since there has been no activity in that area.

B.3. Number of Environmental Impact Statements Reviewed During the Report Period, Including a Summary of Comments on EIS Where Minority, Handicapped, Elderly, etc. Communities were Adversely Impacted

None during this report period.

B.4. Number of Consultants Contracts Involving Project Development Activities

None during this report period.

B.5. Number of Public Hearings Held During the Report Period Concerning Location of a Project, including How the Hearings Were Advertised and Notification to Minorities

None during this report period.

B.6. Encouragement of Minority Leaders to Provide Suggestions and Ask Questions on Location of Highways

Not applicable during this report period. No new highways were located during this report period.

B.7. Need to Use Bilingual Advertisements, Announcements, Notices, etc. During the Report Period

None during this report period.

C. Design

Design activities are performed by two sections of the Road Services Division. The Engineering Services Section designs safe and cost effective roads and bridges, according to all governing laws and regulations, including those that protect the environment. The Traffic Engineering Section designs traffic signalization and interconnect systems, roadway channelization, performs traffic analysis in support of road and bridge projects and is also responsible for the preservation and upkeep of _____ traffic systems. A SEPA review is completed for every project. SEPA checklists are prepared for most projects and Environmental Impact Statements are done for large complex projects if they have a significant impact to the environment, built or natural.

C.1. Number of Consulting Firms with Design Contracts, including the Number of these Contracts Held by Minority Firms and Women-Owned Firms/ Dollar Value

For FFY 2004, twenty-three consulting firms were engaged in design contracts. For reporting purposes, work order and task order contracts that have multiple awards are considered contracts awarded. The accompanying tables summarize the number of contracts awarded, including work order and task order contracts, and the sum of those contract awards by prime and sub-consultant.

Table V.C.1. provides the number of contracts and total dollar value awarded to minority firms and women-owned firms as prime consultants with design contracts.

Table V.C.1. - Design Contracts-Prime

Name of Firm	Certification Status	Ethnicity	# Contracts Awarded *(includes work and task orders)*	Sum of Contract Awards *(rounded to nearest thousand)*
Name of Firm	WBE	White	2	$64,000
Name of Firm	MBE/DBE	Asian	1	$23,000
Name of Firm	WBE/DBE	White	1	$ 7,000

Table V.C.2. below contains information on the number of minority firms and women-owned firms who currently have subcontracts, their certification status, ethnicity, and sum of contract awarded dollar value.

Table V.C.2. – Minority, Women-Owned Firms with Consultant Subcontracts				
Name of Firm	**Certification Status**	**Ethnicity**	**# Contracts Awarded** (includes work and task orders)	**Sum of Contract Awards** (rounded to nearest thousand)
Name of Firm	WBE/DBE	White	2	$48,000
Name of Firm	MWBE/DBE	Black	2	$17,000
Name of Firm	WBE/DBE	White	1	$ 3,000
Name of Firm	WBE	White	1	$12,000
Name of Firm	MBE/DBE	Hispanic	3	$50,000
Name of Firm	MBE/DBE	Asian	1	$27,000
Name of Firm	MBE/DBE	Asian	1	$18,000
Name of Firm	MBE/DBE	Asian	2	$32,000
Name of Firm	MWBE/DBE	Asian	1	$16,000
Name of Firm	MBE/DBE	Asian	1	$ 2,000
Name of Firm	MBE/DBE	Asian	2	$57,000
Name of Firm	WBE/DBE	White	3	$23,000
Name of Firm	WBE/DBE	White	1	$18,000
Name of Firm	MWBE/DBE	Asian	1	$18,000
Name of Firm	MWBE/DBE	Asian	1	$18,000
Name of Firm	WBE/DBE	White	1	$17,000
Name of Firm	WBE/DBE	White	2	$15,000
Name of Firm	MBE/DBE	Hispanic	1	$14,000
Name of Firm	WBE/DBE	White	1	$42,000
Name of Firm	MBE/DBE	Asian	2	$18,000

C.2. Efforts to Increase Minority and Female Participation in Obtaining Consultant Contracts

- **Procurement Information System.** _____ _____'s Procurement Information System, through the Department of Transportation, _____ Services Division requests Letters of Interest, Statement of Qualifications and Proposals from all firms qualified and interested in providing professional services for contracts awarded by the _____. _____ _____ posts information on current Requests for Proposals on its Internet Website. Proposals identify the types of sub consulting opportunities that may be available on the project for informational purposes.
- **Advertisement in local papers and _____ _____ Procurement Website.** _____ _____ advertises Requests for Proposals for consulting services in local papers and on its Procurement Website. The scope, size and duration of these contracts vary in size to promote diversity in the number and size of firms competing for these awards. Some contracts are for complete design services on a single project. Others may be for environmental reviews, traffic

analysis, mediators or a wide range of professional services. _____ _____ solicits some small A&E contracts (under $150K) from Consultants using its A & E Roster.

- **Advance Information on Upcoming Contract Opportunities.** During Federal Fiscal Year 2004, _____ _____'s efforts to use minority and female consultants included providing advance information on upcoming contract opportunities to DBE's to include small, minority and women-owned businesses.

  _____ _____ also provided the leadership for a Regional Contracting Forum held in February, 2004 with sponsorship from several local agencies and the State of Washington Office of Minority and Women's Business Enterprises. Outreach efforts for this event targeted small businesses, including minority and women-owned businesses in all contracting categories. The event provided a forum for networking between large and small firms, and provided information on public contract opportunities totaling greater than $800 million. The Forum provided access to public procurement officials for participants seeking contracts. More than 700 business representatives attended the Forum and several public agencies shared information on economic opportunities with their organizations.

- **Newsletter Distribution.** During FY 2004, _____ _____ produced, distributed 1,500 copies and targeted mailings of its newsletter, The Focus, to small businesses, including minority and female consulting firms in its market area.

- **Grassroots Level Outreach Efforts.** During FY 2004, _____ _____ supplemented its outreach to include a grassroots level approach to meet one-on-one with small economically disadvantaged businesses, including minority and women-owned businesses. These efforts include informing and helping these firms to take advantage of economic development initiatives underway. These outreach efforts support other existing activities to identify small businesses and provide incentives for prime contractors and proposers to use of these firms in _____ contracting opportunities.

- **Office of Business Relations & Economic Development**. _____ _____'s Office of Business Relations & Economic Development is a catalyst in the _____ and Central Puget Sound region for economic development. One objective of the office is the development of small businesses that includes collaboration among colleges, cities, chambers of commerce, and the business community and government economic development agencies. The office has two primary goals: to retain, expand and grow economically viable businesses in the Puget Sound Region and to nurture a well-trained workforce to support those businesses.

- **Collaboration with other Local Governments**. _____ _____ provides the leadership for a regional partnership group that includes the (Other Local groups working on transportation issues) . Monthly meetings serve to address, identify and implement strategies to promote and encourage the broader inclusion of small disadvantaged businesses, including minority and women-owned businesses in the contracting opportunities of these agencies. Meetings facilitate collaboration and information sharing among group members.

C.3. Public Hearings Held During the Design Phase of any Highway

No public hearings were conducted in FFY 2004; however _____ _____ did conduct public outreach for projects and pre-proposal meetings for consultant contracts.

_____ _____ conducted a number of public meetings during FFY 2004. The _____ widely distributes advance information to every household and business in the project area notifying them of the meeting. During FFY 2004, there were seven (7) community advisory group meetings, and one project public meeting conducted.

Pre-proposal meetings open to the public are held to benefit prospective proposers for design contracts. The proposal requirements are explained and project information is presented. In addition these meetings afford networking opportunities for D/M/WBE firms to build teaming relationships. Minority, women, and disadvantaged businesses are active participants in these meetings. A _____ _____ Business Development Specialist attends many of these meetings to discuss any D/M/WBE or Civil Rights requirements and to answer questions. During FY 2004, no pre-proposal meetings were held for design contracts.

C.4. Employees in the Design Program Area, including Ethnicity and Sex, including Efforts to Increase Minority and Female Representation Where Low

See Appendix B for information on employees.

_____ _____ uses various recruitment approaches to identify minorities and women in the Design Program area. These include advertisements in regional and local publications, contacts with state, _____ and city agencies and professional associations, i.e., American Society of Civil Engineers (ASCE), Society of Women Engineers (SWE), American Public Works

Association (APWA), National Society of Black Engineers (NASB), American Indian Science and Engineering Society, Society of Hispanic Professional Engineers (SHPE) Association of Filipino Engineers of Washington (AFEW) and _____ Road Administration Board (CRAB).

During this report period, recruitment staff in the Design area actively participated in the following job fairs and forums: ANEW (Apprenticeship for Nontraditional Employment for Women) Women in Trades Fair, and Professional and Technical Diversity Network.

C.5. Complaints Filed in the Design Program Area

None during this report period.

C.6. Significant Problem Areas, Accomplishments, and Actions to Take During the Ensuing Year.

No significant problem areas were identified during this report period.

D. Environmental Unit

The Environmental Unit of the Road Services Division, Engineering Services Section, works to ensure the promotion of environmental integrity in the design, construction and maintenance of transportation systems that serve the needs of the ____ ___'s various communities. This section responds to the requirements of the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA) to ensure that projects undertaken by _____ _____ meet these provisions, as required by Washington State and the Federal Government.

_____ _____'s unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities.

During FFY 2004, the _____'s Road Services Division, Engineering Services Section conducted seven (7) NEPA and thirty (30) SEPA environmental reviews. The completed environmental reviews did not identify impacts to minority or economically disadvantaged communities. As we reported previously, Title VI/Environmental Justice issues have been a significant aspect of the EIS that is currently being prepared for the _____ Bridge project. The _____ Bridge Project EIS was initiated in February 20__ and there have been ongoing efforts to address and comply with Title VI/Environmental Justice considerations from the outset. During FYE 2003 staff from _____ _____ and WSDOT completed the technical studies pertaining to socio-economic impacts and Title VI/Environmental Justice considerations. The results from those studies have been incorporated into the draft review versions of the Draft EIS. Those initial drafts have been revised to clarify Title VI/ Environmental Justice information and address specific comments from WSDOT. Following its approval by WSDOT and FHWA, _____ _____ anticipates issuing the Draft EIS in 2005.

See Appendix C for the list of names for each project that was subject to an environmental review during FY 2004. A copy of the SEPA exemption determination and determination of non-significance is included for each project.

E. Real Estate Services (Right of Way)

_____ _____'s Department of Executive Services, Facilities Management Division, Real Estate Services Section manages and coordinates the appraisal and acquisition of real property for the _____'s Department of Transportation, Road Services Division. This section's scope of responsibilities also includes the management of excess properties and relocation services.

The property acquisition process follows the WSDOT Right of Way Manual and all applicable laws and regulations, including Title VI and Section 504. The acquisition process includes appraisal of property, negotiation of terms and conditions for acquisition, and relocation assistance, as well as property management.

E.1. Civil Rights Complaints in the following Real Estate Services (Right of Way) Areas:

E.1.a. Appraisals – None during this report period.

E.1.b. Negotiations – None during this report period.

E.1.c. Relocation Assistance and Payments – None during this report period.

E.1.d. Property Management – None during this report period.

E.2. Number of Appraisers Utilized During the Reporting Period

During FFY 2004, four appraisers were utilized, two females, two males and no minorities. The appraisers are _____ _____ __ employees. Decisions to obtain new appraisers are based on need and vacancies. There are no vacancies at this time. There were no contracts for appraisers during this reporting period.

E.3. Number of Negotiations During the Report Period and Disparity in Contract Negotiations between Minorities and Non-minorities

There were 80 negotiations during this report period. No disparity in contract negotiations was noted.

E.4. Concerns Raised by Minorities or Women Regarding their Options in the Negotiation Phase

None during this report period. Reported concerns are directed to the Property Services Acquisition Supervisor for resolution. Concerns reported to the _____ Executive or _____ Council are directed to the Facilities Management Director or Property Services Manager, and then assigned to the Acquisition Supervisor for resolution with the complainant. Correspondence and outcomes are documented in the specific property file and the project general file.

E.5. Number of Relocations During the Report Period

There were no relocations during FFY 2004.

E.6. Concerns Raised by Minorities or Women on Replacement Housing, Referral Housing and Advisory Services

None.

E.7. Opportunities for Minorities and Women to Obtain Contracts Awarded for Providing Relocation Assistance

In-house relocation assistance services are conducted according to the rules guidelines of the federal Uniform Relocation Act (CFR24), RCW 8.26, and the WSDOT relocation manual and LAG agreement. Staff attend project open houses to present relocation services and benefits, and later meet individually with affected relocatees to negotiate and finalize benefit awards.

F. Construction and Maintenance Services

The Construction Services Group provides guidance and oversight for the administration of transportation construction projects. The _____'s Road Maintenance Operations Section is responsible for the preservation and upkeep of _____ roads and bridges.

F.1. Civil Right Complaints Involving Competitive Bidding Procedures

There were no complaints involving competitive bidding procedures during the reporting period.

F.2. Summary of Efforts Made by the Title VI Coordinator to Encourage the Use of Minority Individuals, Firms or Agencies to Obtain Maintenance Agreements or Contracts

Contract Specialists located in the Business Development and Contract Compliance Section review the scope of work for all advertised solicitations on a contract-by-contract basis. These reviews identify potential subcontracting opportunities to breakdown scopes of the work for the participation of smaller firms. Outcomes of these reviews include the establishment of goals, when applicable, for the participation of Disadvantaged Business Enterprises, including minority and women-owned firms.

For advertised procurements, _____ Project Managers complete and submit a Subcontracting/Apprenticeship Availability Analysis Worksheet to the Business Development and Contract Compliance Section. The advertisement identifies the specific scopes of work that are available as subcontracting opportunities. The Title VI requirements are included in the bid/proposal specifications as FHWA form 1273. This form identifies and defines the Title VI requirements which are made a part of the contract documents. The specifications include a requirement for these provisions to be made a part of all lower tier subcontracts entered into by the successful contractor.

F.3. Procedures Reviewed to Assure Subcontract Agreements, First and Second Tier, Material Supply and Equipment Lease Agreements During the Report Period

Staff in the Business Development and Contract Compliance Section work with _____ Departments throughout the life of the project, beginning with the construction planning phase through physical completion, the final contract closeout, and final release of retainage to the contractor.

Title VI requirements are included in all contract documents, including all lower tier contracts, amendments and supplements entered into by the contractor. The nondiscrimination/affirmative action language in _____ contracting documents is identical to WSDOT General Special Provisions 1-07.11 (1050.2 language).

After contract execution, the contractor is responsible for reporting requirements outlined in the contract, including all affirmative action and non-discrimination submittals for its subcontractors in accordance with _____ _____ Code.

During performance of the contract, neither the contractor nor any party subcontracting under the authority of the contract is permitted to discriminate or tolerate harassment in employment, administration, delivery of services or any other benefits under the Contract. _____ _____ Code Chapters 12.16 and 12.17 are incorporated by reference into the contract terms and conditions. _____ _____ will not execute any contract without prior receipt of the non-discrimination or affirmative action documents specified in the contract terms and conditions.

_____ _____ performs on-site compliance reviews to establish with reasonable certainty contractors' compliance with Affirmative Action requirements, as required by federal, state, and local laws.

At contract end, contractors must submit to the _____ a copy of the Affidavit of Wages Paid Form for each subcontractor that performed work on the contract. The Washington State Department of Labor and Industries approves this form. Staff within the Business Development and Contract Compliance Section receives the Final Affidavit of Amounts and approves the final payment to the contractor after verification that the contractor has fulfilled its reporting requirements.

F.4. Significant Accomplishments and/or Action Items for the Ensuing Year

Continue monitoring disadvantaged, minority, women, and small business participation in _____ Road construction contracting.

G. Education and Training

G.1. During the Reporting Period, Efforts Made to Encourage Participation by Minorities and Women in the NHI's Educational Program

All staff is encouraged to participate in educational and training programs relating to their jobs. Training announcements are mailed to _____ departments and are distributed accordingly and maintained in a training notebook or on a shared drive for ready employee access. In addition, staff members who have information on training, or who receive information from vendor training mailing lists, can submit this information to the training coordinators for each section within the Road Services Division and they distribute accordingly. The _____ advertises NHI classes to all relevant staff. Staff are encouraged to participate in courses offered by WSDOT, National Highway Institute, and other agencies. Historically, all staff who indicate a desire to attend are approved for training.

G.2. Types of NHI Sponsored Programs and Number of _____ Participants, Including Minorities and Women

During 2004, there were no NHI sponsored or co-sponsored programs that Road Services Division employees participated in or attended. A number of employees attended WSDOT sponsored training, unrelated to Title VI. Information regarding attendees is available upon request.

In June 2004, Jim Sussex, _____ _____ Department of Transportation Road Services Division, and Maurice Alexander, _____ _____ Office of Civil Rights, attended a WSDOT sponsored course: *A Model for Conducting Environmental Justice Analysis*. In part, this course explained Title VI responsibilities associated with environmental justice and receiving federal aid.

G.3. Identify Staff Responsible for Training by Job Title, Ethnicity and Gender

Staff within _____ _____'s Office of Civil Rights (_____) provides guidance to departments on their responsibilities and reporting requirements for Title VI.

Table V.G.1 below shows _____ staff responsible for Title VI training to departments by job title, ethnicity, and gender.

TABLE V.G.1
Title VI Training Staff within the Office of the Title VI Coordinator

Name	Job Title	Ethnicity	Gender
de longh, Bailey	Title VI Coordinator	Caucasian	Female
Alexander, Maurice	Civil Rights Specialist	African American	Male

G.4. Civil Rights Complaints Filed Concerning Training and Educational Opportunities and any Corrective Actions Taken

No complaints were filed during this reporting period.

H. Administration

H.1. List of Employees by Ethnicity and Gender in each of the Title VI Program Areas.

Please refer Appendix B for a summarization of the ethnicity and gender of employees in the respective program areas.

H.2. Summarize all Activities Undertaken During the Reporting Period which Provide for Assurances of Title VI Compliance with Contractors, and by Contractors (i.e. are Title VI compliance included in all contracts and consultant agreements; were reviews made to ensure contractors and consultants are adhering to Title VI requirements; are contractors and/or consultants appraised of Title VI implications and issues, etc.)?

The following is a summary of activities undertaken during the reporting period that provide for assurances of Title VI compliance with contractors, and by contractors.

- ***Title VI Training***

  _____ _____'s Office of the Title VI Coordinator has developed and presented training for _____ _____ staff so they are aware of Title VI requirements. See section H.3. below.

- ***Dissemination of _____ _____'s Title VI Policy Statement***

  _____ _____'s Title VI Policy Statement is included in a post award packet of informational materials that the Business Development and Contract Compliance Office send to the _____'s prime contractors. The post award packet includes information on the _____'s reporting requirements and is sent to all prime contractors for each contract that has been publicly bid and advertised.

- ***Title VI Provisions in all _____ _____ Federally Funded Contracts***

  All federally funded contracts administered by _____ _____ contain Title VI provisions (FHWA form 1273).

- ***Analysis Worksheet Reviews for All Advertised Construction Bids and Proposals***

  Contract Compliance Specialists located in the Business Development and Contract Compliance Office receive and review Subcontracting/Apprenticeship Availability Analysis Worksheets for projects advertised for construction bids. The worksheet identifies the specific scopes of work, if any, which may be available for performance by subcontractors. Specifications (FHWA form 1273) defining Title VI requirements are included in the contract documents with a requirement that these provisions be included in all amendments, supplements and lower tier contracts entered into by the contractor. (Contract documents also include GSP 01-07.11 language relating to the Requirements for Non-discrimination.) Goals are established for the participation of Disadvantaged Business Enterprises, where applicable.

- ***Public Pre-proposal Meetings***

  No public pre-proposal meetings were held during this reporting period. A _____ _____ Business Development Specialist may attend these meetings to discuss any D/M/WBE or Civil Rights requirements and to answer any questions, including any about Title VI requirements.

- ***Inclusion of Goals on Federally-Assisted Contracts***

  Staff in the Business Development and Contract Compliance Office review federally assisted contracts for DBE goals.

- ***Non-discrimination Provisions in Contracts***

  All _____ contracts, including federally assisted contracts, contain non-discrimination provisions to ensure and heighten awareness that _____ _____ will not tolerate discriminatory practices.

H. 3. Title VI Training During the Period

Table V.H.3. lists the FFY 2004 Title VI training/meetings and attendees

Table V. H.3. Title VI Trainings/Meetings		
Date	**Type of Training**	**Audience**
2/18/04	Title VI – Sound Transit Regional Contracting Forum	Regional governments, contractors and vendors
5/17/04	Title VI – FHWA/WSDOT	Caroline McShane, Betty Gulledge-Bennett, Bailey de Iongh, Maurice Alexander
7/21/04	Title VI Training/Compliance Review - Planning, Design	Mark Melroy, Bailey de Iongh, Maurice Alexander
8/9/04	Title VI Training/ Compliance Review – Environmental	Wally Archuleta, Bailey de Iongh, Maurice Alexander
8/26/04	Title VI Training/Compliance Review – Real Estate Services (ROW)	Harold McNelly, Bailey de Iongh, Maurice Alexander
9/1/04	Title VI Training/Compliance Review - Environmental Justice, Limited English Proficiency	Ronda Strauch, Wally Archuleta, Gail Sullivan, Karen Webster, Jennifer Naas, Ron Melnikoff, Katherine Merrill, Manuela Winter, Tina Morehead
9/7/04	Title VI – Effective Team Building AASHTO	National civil rights practitioners involved in DOT work
9/10/04	Title VI - Training/Compliance Review Construction, Consult	Jim Eagan, Lance Hulin, Matt Nolan
9/14/04	Title VI - Training/Compliance Review	Mike Mendoza, Bill Blackburn, Sue Ziegman, Elvira Iwatani, Alan Momohara, Jay Osborne, Chuck Davis

APPENDICES
APPENDIX A

Form – Title VI Compliance Statement for use in public meetings/hearings
Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires _____ _____ to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. _____ _____ collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

_____ _____ wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file in _____ _____ Department of Transportation. For further information regarding this process, please contact the Title VI Coordinator by phone at 206-296-7592 or e-mail at _____@metrokc.gov.

Please respond to the following questions:

Project name:	Date:
Meeting location:	

Name (please print):		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one):		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation!

APPENDIX B

The following table summarizes staff gender and race by the respective program areas.

Special Emphasis Area	Race	Gender	
		Female	Male
Design	Asian	15	17
	Black	3	1
	Caucasian	13	42
	Filipino	1	2
	Hispanic	2	2
	Other	1	
Design Total		35	64
Environmental Services Unit	Black	2	
	Caucasian	9	5
	Hispanic		1
Environmental Services Unit Total		11	6
Planning	Asian	2	5
	Black		1
	Caucasian	6	10
Planning Total		8	16
Construction & Maintenance Services	Asian	2	6
	Black		2
	Caucasian	6	12
Construction & Maintenance Services Total		8	20
Grand Total		62	106

APPENDIX C:

STATE ENVIRONMENTAL PROJECT ASSESSMENTS (SEPA) EXEMPTION DETERMINATIONS AND DETERMINATIONS OF NON-SIGNIFICANCE

Project Number	Project Name	NEPA/SEPA Type*
XXYY	Project Name	SCE

APPENDIX D:

_____ _____ TITLE VI IMPLEMENTATION PLAN
Revised September 2004

1. **Internal Dissemination**
   Goal: To complete internal dissemination of _____ _____'s revised Title VI Plan and FFY 2004 Title VI Update Report before December 1, 2004.

   _____ _____'s Title VI Coordinator has distributed copies of its original Title VI Plan and assurances to _____ departments, _____ _____ Council, _____ _____ Civil Rights Commission, Department of Transportation Division Managers and the Office of the Prosecuting Attorney. Such distribution occurred on or before December 2000. The updated Plan dated September 2002 was disseminated in December 2002. The Plan as revised in 2004, along with the FFY 2004 Title VI Update Report will be circulated by December 1, 2004.

   The Title VI Specialist and Special Emphasis Area Liaisons (as defined in the plan) received copies of the original plan and will receive copies of the updates promptly for incorporation into operational manuals, guidelines, and procedures.

2. **External Dissemination**
   Goal: Public notification of _____ _____'s Title VI Plan will be on going.

   A. _____ _____ will publicize _____ _____'s policy statement, as included in the Title VI Plan, in local minority and community-based newspapers. The _____'s Title VI Plan will be made available to the public upon request. Additionally, the _____ _____ Title VI Policy Statement and Complaint procedure may be found on the internet at http://www.metrokc.gov/dias/_____e/titlevi.htm.

   B. The _____ will continue to distribute copies of the Title VI Plan to contractor organizations upon request. Additionally, the _____ will make copies of the plan available to all prime contractors, subcontractors, consultants and suppliers currently participating on _____ _____ public works projects receiving federal financial aid upon request. The _____ will also make copies available to other firms providing goods and services to _____ _____ upon their request.

   C. The _____ will include the appropriate Title VI nondiscrimination language and any implementing requirements FHWA may issue in all solicitations for competitive bidding or negotiated procurements with federal aid for construction, professional services and purchase of materials or equipment.

3. **Training**
   Goal: To ensure that _____ employees involved in the project management and the contracting practice are knowledgeable on potential Title VI issues (ongoing).

   A. Title VI Specialists and Liaisons are strongly encouraged to participate in training programs and workshops offered through Washington State Department of Transportation and others. Additionally, the Title VI Coordinator, in communicating with the Title VI Liaisons and Specialists, informs _____ employees of any new training opportunities upon notification from other external agencies.

   B. Additionally, _____ Staff in conjunction with staff in the _____ Department of Transportation, Road Division, will continue to develop new training for _____ staff.

   C. The _____'s Title VI Coordinator shall oversee training to include staff involved in _____ _____'s contracting processes. The Title VI Specialist will conduct the training. Training will occur throughout the year and will be specific to the Road Services and Contracting Divisions of _____ _____ initially. This training will include information on:

- The role of _____ as the Title VI Coordinating agency
- Technical Assistance on Title VI matters
- Title VI reviews of program areas
- Procedures for the prompt processing of complaints of discrimination
- The necessity of updating the Title VI Plan to reflect organizational policy or implementation changes

The _____'s Title VI Coordinator will request Department Directors and Managers to inform employees of new training opportunities upon notification from the Coordinator's office. Such opportunities may include courses offered by WSDOT, as well as from other outside agencies.

D. The _____ will provide a training schedule to the Washington State Department of Transportation's Office of Equal Opportunity Title VI Coordinator.

E. The _____'s Title VI Coordinator shall maintain information gathered from training records for inclusion in annual report updates.

4. Information Collection for Annual Updates

Goal: To establish and implement processes and procedures for collection of information required for inclusion in annual update report.

A. The Title VI Specialist and Liaisons will assist the Title VI Coordinator in gathering and maintaining information on specific program areas and affected _____ departments.

B. _____ will work with Liaisons and a designated Data Coordinator to collect and report on the information required by WSDOT for the Title VI Annual Update.

C. Information for reports will be obtained from sources such as on-site compliance reviews (internal and external), checklists, review guides, questionnaires, public meeting sign in sheets, personnel inventory and employment utilization forms and inquires from the public. The Office of the Title VI Coordinator will compile this information for inclusion in the annual update reports as required.

5. Complaint Resolution

Goal: To ensure that complaints are resolved in a professional and timely manner.

The _____'s Title VI Coordinator will investigate all complaints of Title VI violations as appropriate. The _____ will use procedures outlined in the Title VI Plan to investigate such complaints. The objective of the investigation will be to determine whether prohibited discrimination has occurred or could occur, and to take steps to remedy the situation. To accomplish this, the Title VI Coordinator shall coordinate the following:

A. Identification of the basis for the complaint;

B. Identification of sources of information;

C. Fact finding interviews with aggrieved persons, witnesses and the alleged violator;

D. Development of a statement of finding-of-facts and information relevant to the issue/basis for the complaint;

E. Informal dispute resolution;

F. Report of findings in a manner that includes a conclusion and determination of future actions to take; and

G. Provision for possible appeal of the decision to the FHWA.

The _____'s Title VI Coordinator will consult with WSDOT before commencing investigations to determine which agency should properly investigate.

6. Annual Title VI Update Report

Goal: To provide detailed information on activities performed in implementing _____ _____'s Title VI Plan and to document accomplishments.

The Annual Title VI Update Report will include detailed information regarding the implementation activities related to _____ _____'s Title VI Plan and the _____'s accomplishments. Specific areas that will be covered in the Annual Report include, but may not be limited to the following:

A. Organization and Staff Profile

B. Title VI Monitoring and Review Process

C. Complaints and Investigations

D. Special Emphasis Program Area Activities and Accomplishments

E. Title VI Administration

F. Training

G. Accomplishments Report for Current Year

APPENDIX E:

_____ _____ Title VI Policy Statement

_____ _____ assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation.

_____ _____ further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event _____ _____ distributes federal aid funds to another governmental entity or other sub-recipient, _____ _____ will include Title VI language in all written agreements and will monitor for compliance.

_____ _____'s Office of the Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other _____ _____ responsibilities as required by 23 CFR 200 and 49 CFR 21.

_____ _____

Date

_____ Executive

APPENDIX F

TITLE VI FORMS

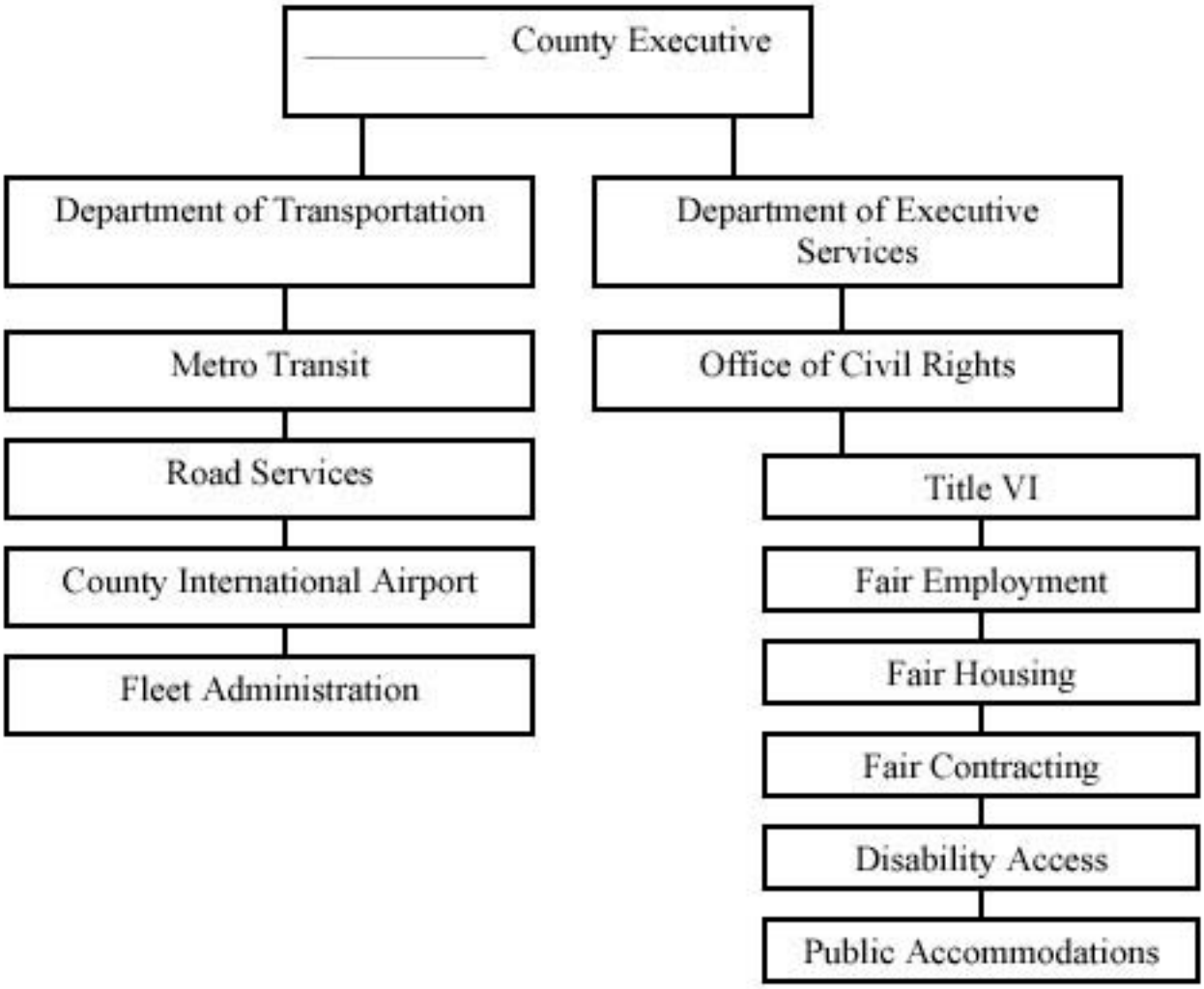
_____ _____ provides Title VI forms to participants at public meetings (See Appendix A). In 2004 two forms were completed and turned in by participants.

Title VI Public Involvement forms were made available at the _____ Bridge EIS Community Advisory Group meetings on __/__/2004 at the Elementary School Library, and two forms were submitted.

These forms are kept on file in the Department of Transportation and in the Office of the Title VI Coordinator.

APPENDIX G

Organizational Chart



Local Agency: _____

Date: _____

Name/Title: _____

I. Administration

A. Staff Composition and Program Administration

1. Provide breakdown of your administrative staff by race, color, national origin, sex, and their positions.

2. How many federally funded projects have you managed during the last two years? Dollar amount?

3. Have you designated an EEO Officer or Title VI Coordinator? Provide name and time in the position.

4. Do you have a Title VI Policy, Assurances and Plan in place? Provide proof of public dissemination of your Title VI policy.

B. Complaint Procedure

1. Do you have a Title VI complaint procedure for external discrimination complaints? If so, please provide a copy. To what extent is the community aware of it?

2. Have you received any Title VI related complaints during the past two years? If so, how many? What were the outcomes? Where there any Title VI complaint lodged by beneficiaries or participants? If so, explain the issues involved.

3. Do you have a Title VI Notice to Public? If so, please provide copy.

C. Training

1. Has your staff received any training (formal or informal) regarding Title VI?

2. Are you considering scheduling Title VI training sometime soon? If so, when and who will present it?

II. Planning Activities

A. Public Involvement

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?

2. Were accessible location, adequate time, and translation services considered or provided during the coordination of hearings?

3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, and sex (by visual identification)?

4. Have planning manuals, directives, guidelines, and policies been reviewed for Title VI compliance purposes?

III. Consultant Contracts Activities

1. Are Title VI assurances and provisions included on consultant contracts?

2. Are DBE goals being included and met for consultant contracts? If not, what provisions have been taken to meet them?

3. Have directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

IV. Design/Environmental Activities

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?

2. Are accessibility of locations, adequate time, and translation services considered during the coordination of hearings? Was any other effort made to promote maximum attendance by those affected by the project, including member of minority communities?

3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, sex, (by visual identification)?

4. Have location and design manuals, directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

5. Is statistical data being collected on race, color, national origin, and sex on communities affected by a construction project?

V. Right of Way Activities

1. Are DBE goals for real estate appraisers being met? If not, what provisions have been taken to help reach these goals?

2. Is Title VI language being incorporated in all acquisition, negotiation, property management communications, and contracts?

3. Are Title VI language and assurance statements being included in all surveys for property owners and tenants after the conclusion of all business?

4. Are all values and communications associated with appraisals conducted in an equitable fashion?

5. Do deeds, permits, and leases contain Title VI compliance clauses?

6. Is statistical data being gathered on race, color, national origin, and sex for all relocatees?

VI. Construction and Maintenance Activities

1. Have contractor selection procedures been reviewed to determine uniformity in their application to minority and nonminority contractors?

2. Are minority contractors and subcontractors being informed about contracting opportunities with your organization?

3. Are construction rules and regulations being applied in an equitable fashion? Have you received any complaints within the last two years?

4. Are Title VI assurances being included in all contracts, subcontracts, and material supply agreements?

Section I. POLICY STATEMENT

A copy of _____ Title VI Policy Statement is attached in Appendix __ of this report.

Section II. ORGANIZATION, STAFFING AND STRUCTURE

A. Organization

Outline your organization and how it works with your Title VI Policy.

B. Staffing

Describe your agency staff and how they interact in the program.

C. Structure

Describe the Structure of your program, the following is an example only. Your agency may have a different approach.

Table II.C.1. below shows Title VI Special Emphasis Program Area Liaisons within XYZ Agency. For this update, program area elements include planning, location, design, environmental services, real estate services (right of way), construction, and education and training. The program area liaisons work directly with the Title VI Specialist in the Office of the Title VI Coordinator. All liaison positions have been filled at this time.

Table II.C.1- Title VI Special Emphasis Program Area Liaisons

Name	Gender/ Ethnicity	Title	Program
John Smith	Male/Caucasian (example only)	Managing Engineer	Engineering/Planning/ Design and Construction
Mary Ramirez	Female/Hispanic (example)	Project/Program Manager III	Education/Training for Construction
		Program Analyst IV	Education/ Training for Administration
		Program Analyst IV	Education/ Training for Maintenance
		Project/Program Manager III	Education/Training for Construction
		Program Analyst IV	Education/ Training for Administration

Section III. TITLE VI MONITORING AND REVIEW PROCESS

A. Actions to Promote Internal and External Compliance with Title VI

List actions, meetings, scheduled events, etc that help your agency promote both internal and external compliance with Title VI program.

Internal

In detail explain your agency's activities and interaction within your organization in this area.

External

Detailed explanation of your agency's activities outside the agency that promote your Title VI program.

B. Title VI Compliance Reviews During this Report Period

- List and bullet reviews conducted during the past year, name the reviewers and dates of the reviews.

Section IV. TITLE VI COMPLAINTS DURING THIS REPORT PERIOD

Either:

"Received no complaints against the (Agency Name and Division) in the fiscal year 2003-2004."

OR something like:

"The two complaints alleged one incident of denial of bus services by the (Agency Name and Division). The complaints alleged discrimination based on race. (Agency Name) resolved these cases.

Section V. ACCOMPLISHMENT REPORT FOR EACH PROGRAM AREA

The following information describes the location of the major program functions within (Your Agency Name) and identifies accomplishments, applicable operational guidelines, process, and responsibilities of the various sections.

Appendix __ lists staff summarized by gender and race for the following Special Emphasis areas: Planning, Design, Construction and Maintenance Services and Environmental.

A. Planning

Example:

The Road Services Division is responsible for developing short and long-range plans that provide efficient transportation services to the citizens of (Agency Name).

Division staff coordinates with other government agencies, private groups, and the public to develop comprehensive plans that meet the transportation needs of (Agency Name). The Division provides staff and technical assistance to regional transportation groups and serves as liaison for planning with the Puget Sound Regional Council.

A.1. Number of Consultant Projects for Planning Awarded During this Reporting Period and Dollar Value

No consultant contracts for planning were awarded during FY 2004.

A.2. Efforts Made to Utilize Minority and Female Consultants and Sub-consultants in Federally Assisted Contracts

It is the policy of (Agency Name) to comply with 49 Code of Federal Regulations, Part 26, to ensure that Disadvantaged Businesses, including minorities and women, have an equal opportunity to receive and participate in federally assisted contracts. (Agency) does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Efforts made to use minority and female consultants during FY 2004 include the following outreach activities**:**

- **Disadvantaged Business Enterprise (DBE) Goals**. As part of (Agency Name) outreach efforts to use minority and female consultants, when appropriate, proposals include a Disadvantaged Business Enterprise (DBE) goal. Certified DBE firms can encompass small, minority and women-owned firms. As a condition of award, the successful bidder must make good faith efforts to meet this DBE goal. The proposer establishes good faith efforts when it documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate efforts to do so although unsuccessful.
- **Consultants Selection Procedures**. Consultants are selected according to the procedures outlined in the RCW, and Local Agency Guidelines (LAG) Manual procedures for federally assisted projects. (Agency Name) encourages all consultant firms that are registered in Washington State to conduct business and who possess the requisite professional license(s) to present their qualifications for highway design projects.

  The (Agency Name) solicits firms for inclusion on the Architecture and Engineering, Professional Services, and the Construction Small Works Rosters in accordance with RCW 39.80 and (Agency Name) practices. (Agency Name) places an advertisement in various news media to include the (Names of Publications) and various minority newspapers that have existing contracts with the Agency. Advertisement is conducted a least twice during a year to encourage consultant firms to apply for placement on the rosters.
- **Public Pre-proposal Meetings.** Other outreach efforts to support the use of minority and female consultants include conducting public pre-proposal meetings to provide information concerning the scope of work and available subcontracting opportunities associated with projects. These meetings are open to all interested parties.

A.3. Studies Conducted which Provide Data Relative to Minority Persons, Neighborhoods, Income Levels, Physical Environments, and Travel Habits

The agency will continue to review all proposed projects for their potential to have a disproportionate impact on low-income and minority populations that are subject to additional consideration in accordance with applicable Title VI and Environmental Justice provisions. (Agency Name) unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities. However, (Specific Project name if applicable), does require such analysis.

A.4. Hearings Held During the Report Period and Efforts Utilized to Ensure Citizen Participation, Particularly Minorities, and Women—the Number of these Individuals and the Capacity of their Participation

No hearings were conducted in FFY 2004. There were seven (7) community advisory group meetings and one other public meeting conducted.

(Agency Name) continues to use the Washington State Department of Transportation (WSDOT) form for collecting data on public hearing and public meeting attendees for Title VI reporting requirements, per Title 23, Code of Federal Regulations, Part 200.9(b)(4). See Appendix __ for a copy of the form used by (Agency Name) at its public meetings. Appendix __ summarizes the forms collected during FFY 2004.

B. Location

(Agency Name) emphasis over the past several years has been the improvement of existing Rights-of-Way and corridors. There has been no activity in the (Agency Name)'s Location Program. When future corridors are considered, the Location Program will be one of the tools used by the (Agency Name) to help determine their feasibility.

B.1. Number of Complaints Filed

None during this report period.

B.2. Identification of Titles, Ethnicity and Gender of Employees in the Location Program

Not applicable this reporting period. Agency Name currently has no staff assigned to location duties since there has been no activity in that area.

B.3. Number of Environmental Impact Statements Reviewed During the Report Period, Including a Summary of Comments on EIS Where Minority, Handicapped, Elderly, etc. Communities were Adversely Impacted

None during this report period.

B.4. Number of Consultants Contracts Involving Project Development Activities

None during this report period.

B.5. Number of Public Hearings Held During the Report Period Concerning Location of a Project, including How the Hearings Were Advertised and Notification to Minorities

None during this report period.

B.6. Encouragement of Minority Leaders to Provide Suggestions and Ask Questions on Location of Highways

Not applicable during this report period. No new highways were located during this report period.

B.7. Need to Use Bilingual Advertisements, Announcements, Notices, etc. During the Report Period

None during this report period.

C. Design

Design activities are performed by (fill in appropriate information about your design process.

C.1. Number of Consulting Firms with Design Contracts, including the Number of these Contracts Held by Minority Firms and Women-Owned Firms/ Dollar Value

For FFY 2004, twenty-three consulting firms were engaged in design contracts. For reporting purposes, work order and task order contracts that have multiple awards are considered contracts awarded. The accompanying tables summarize the number of contracts awarded, including work order and task order contracts, and the sum of those contract awards by prime and sub-consultant.

Table V.C.1. provides the number of contracts and total dollar value awarded to minority firms and women-owned firms as prime consultants with design contracts.

Table V.C.1. - Design Contracts-Prime				
Name of Firm	Certification Status	Ethnicity	# Contracts Awarded (includes work and task numbers)	Sum of Contract Awards (rounded to nearest thousand)

Table V.C.2. below contains information on the number of minority firms and women-owned firms who currently have subcontracts, their certification status, ethnicity, and sum of contract awarded dollar value.

Table V.C.2. – Minority, Women-Owned Firms with Consultant Subcontracts				
Name of Firm	Certification Status	Ethnicity	# Contracts Awarded (includes work and task numbers)	Sum of Contract Awards (rounded to nearest thousand)

C.2. Efforts to Increase Minority and Female Participation in Obtaining Consultant Contracts

- **Procurement Information System.** (Agency Name) requests Letters of Interest, Statement of Qualifications and Proposals from all firms qualified and interested in providing professional services for contracts awarded by the (Agency Name). (Agency Name) posts information on current Requests for Proposals on its Internet Website. Proposals identify the types of sub consulting opportunities that may be available on the project for informational purposes.
- **Advertisement in local papers and Agency Procurement Website.** (Agency Name) advertises Requests for Proposals for consulting services in local papers and on its Procurement Website. The scope, size and duration of these contracts vary in size to promote diversity in the number and size of firms competing for these awards. Some contracts are for complete design services on a single project. Others may be for environmental reviews, traffic analysis, mediators or a wide range of professional services. (Agency Name) solicits some small A&E contracts (under $150K) from Consultants using its A & E Roster.
- **Advance Information on Upcoming Contract Opportunities.** During Federal Fiscal Year 2004, (Agency Name) efforts to use minority and female consultants included providing advance information on upcoming contract opportunities to DBE's to include small, minority and women-owned businesses.

  Describe Agency involvement in this area.
- **Newsletter Distribution.** Describe activities that may pertain to this type of information.
- **Grassroots Level Outreach Efforts.** Describe any activities that your agency has conducted in this arena.
- **Office of Business Relations & Economic Development.** Describe any activity this type of division may undertake in your community.
- **Collaboration with other Local Governments.** Description of activity.

C.3. Public Hearings Held During the Design Phase of any Highway

Description of any activity in this area.

C.4. Employees in the Design Program Area, including Ethnicity and Sex, including Efforts to Increase Minority and Female Representation Where _____(low, high?)

See Appendix __ for information on employees.

During this report period, recruitment staff in the Design area actively participated in the following job fairs and forums: List participation if relevant.

C.5. Complaints Filed in the Design Program Area

None during this report period.

C.6. Significant Problem Areas, Accomplishments, and Actions to Take During the Ensuing Year.

No significant problem areas were identified during this report period.

D. Environmental Unit

The Environmental Unit of the (Agency Name) works to ensure the promotion of environmental integrity in the design, construction and maintenance of transportation systems that serve the needs of the Agency's various communities. This section responds to the requirements of the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA) to ensure that projects undertaken by (Agency Name) meet these provisions, as required by Washington State and the Federal Government.

During FFY 2004, the (Agency Name, Division, Section) conducted _____(_) NEPA and _____ (__) SEPA environmental reviews. The completed environmental reviews did not identify impacts to minority or economically disadvantaged communities. During FYE 2003 staff from (Agency Name) and WSDOT completed the technical studies pertaining to socio-economic impacts and Title VI/Environmental Justice considerations. The results from those studies have been incorporated into the draft review versions of the Draft EIS. Those initial drafts have been revised to clarify Title VI/Environmental Justice information and address specific comments from WSDOT. Following its approval by WSDOT and FHWA, (Agency Name) anticipates issuing the Draft EIS in 2005.

See Appendix ___ for the list of names for each project that was subject to an environmental review during FY 2004. A copy of the SEPA exemption determination and determination of non-significance is included for each project.

E. Real Estate Services (Right of Way)

Describe your Agency Real Estate Services Responsibility in the Title VI Plan.

The property acquisition process follows the WSDOT Right of Way Manual and all applicable laws and regulations, including Title VI and Section 504. The acquisition process includes appraisal of property, negotiation of terms and conditions for acquisition, and relocation assistance, as well as property management.

E.1. Civil Rights Complaints in the following Real Estate Services (Right of Way) Areas:

E.1.a. Appraisals – None during this report period.

E.1.b. Negotiations – None during this report period.

E.1.c. Relocation Assistance and Payments – None during this report period.

E.1.d. Property Management – None during this report period.

E.2. Number of Appraisers Utilized During the Reporting Period

During FFY 2004, four appraisers were utilized, two females, two males and no minorities. The appraisers are (Firm Name or Agency Name) employees. Decisions to obtain new appraisers are based on need and vacancies. There are no vacancies at this time. There were no contracts for appraisers during this reporting period.

E.3. Number of Negotiations During the Report Period and Disparity in Contract Negotiations between Minorities and Non-minorities

There were __ negotiations during this report period. No disparity in contract negotiations was noted.

E.4. Concerns Raised by Minorities or Women Regarding their Options in the Negotiation Phase

None during this report period. .

E.5. Number of Relocations During the Report Period

There were no relocations during FFY 2004.

E.6. Concerns Raised by Minorities or Women on Replacement Housing, Referral Housing and Advisory Services

None.

E.7. Opportunities for Minorities and Women to Obtain Contracts Awarded for Providing Relocation Assistance

In-house relocation assistance services are conducted according to the rules guidelines of the federal Uniform Relocation Act (CFR24), RCW 8.26, and the WSDOT relocation manual and LAG agreement. Staff attend project open houses to present relocation services and benefits, and later meet individually with affected relocatees to negotiate and finalize benefit awards.

F. Construction and Maintenance Services

The Construction Services Group provides guidance and oversight for the administration of transportation construction projects. The (Agency Name) Road Maintenance Operations Section is responsible for the preservation and upkeep of roads and bridges.

F.1. Civil Right Complaints Involving Competitive Bidding Procedures

There were no complaints involving competitive bidding procedures during the reporting period.

F.2. Summary of Efforts Made by the Title VI Coordinator to Encourage the Use of Minority Individuals, Firms or Agencies to Obtain Maintenance Agreements or Contracts

Summarize your Agency's effort in this area.

F.3. Procedures Reviewed to Assure Subcontract Agreements, First and Second Tier, Material Supply and Equipment Lease Agreements During the Report Period

Description of your Agency procedures..

F.4. Significant Accomplishments and/or Action Items for the Ensuing Year

Continue monitoring disadvantaged, minority, women, and small business participation in (Agency Name) Road construction contracting.

G. Education and Training

G.1. During the Reporting Period, Efforts Made to Encourage Participation by Minorities and Women in the NHI's Educational Program

Description of this activity, if applicable

G.2. Types of NHI Sponsored Programs and Number of (Agency Name) Participants, Including Minorities and Women

Description of activity in this area by your Agency.

G.3. Identify Staff Responsible for Training by Job Title, Ethnicity and Gender

Staff within (Agency Name) Office of Civil Rights ((AGENCY NAME)) provides guidance to departments on their responsibilities and reporting requirements for Title VI.

Table V.G.1 below shows staff responsible for Title VI training to departments by job title, ethnicity, and gender.

TABLE V.G.1
Title VI Training Staff within the Office of the Title VI Coordinator

Name	Job Title	Ethnicity	Gender
	Title VI Coordinator	Caucasian	Female
	Civil Rights Specialist	African-American	Male

G.4. Civil Rights Complaints Filed Concerning Training and Educational Opportunities and any Corrective Actions Taken

No complaints were filed during this reporting period.

H. Administration

H.1. List of Employees by Ethnicity and Gender in each of the Title VI Program Areas.

Please refer Appendix __ for a summarization of the ethnicity and gender of employees in the respective program areas.

H.2. Summarize all Activities Undertaken During the Reporting Period which Provide for Assurances of Title VI Compliance with Contractors, and by Contractors (i.e. are Title VI compliance included in all contracts and consultant agreements; were reviews made to ensure contractors and consultants are adhering to Title VI requirements; are contractors and/or consultants appraised of Title VI implications and issues, etc.)?

The following is a summary of activities undertaken during the reporting period that provide for assurances of Title VI compliance with contractors, and by contractors.

- ***Title VI Training***
- ***Dissemination of (Agency Name) Title VI Policy Statement***

  (Agency Name) Title VI Policy Statement is included in a post award packet of informational materials that the Agency Name sends to prime contractors. The post award packet includes information on the (Agency Name) reporting requirements and is sent to all prime contractors for each contract that has been publicly bid and advertised.

- ***Title VI Provisions in all (Agency Name) Federally Funded Contracts***
  All federally funded contracts administered by (Agency Name) contain Title VI provisions (FHWA form 1273).

- ***Analysis Worksheet Reviews for All Advertised Construction Bids and Proposals***

  SAMPLE: "Contract Compliance Specialists located in the Business Development and Contract Compliance Office receive and review Subcontracting/Apprenticeship Availability Analysis Worksheets for projects advertised for construction bids. The worksheet identifies the specific scopes of work, if any, which may be available for performance by subcontractors. Specifications (FHWA form 1273) defining Title VI requirements are included in the contract documents with a requirement that these provisions be included in all amendments, supplements and lower tier contracts entered into by the contractor. (Contract documents also include GSP 01-07.11 language relating to the Requirements for Non-discrimination.) Goals are established for the participation of Disadvantaged Business Enterprises, where applicable."

- ***Public Pre-proposal Meetings***

  No public pre-proposal meetings were held during this reporting period.

- ***Inclusion of Goals on Federally-Assisted Contracts***

  Staff in the (Section of your Agency) review federally assisted contracts for DBE goals.

- ***Non-discrimination Provisions in Contracts***

  All (Agency Name) contracts, including federally assisted contracts, contain non-discrimination provisions to ensure and heighten awareness that (Agency Name) will not tolerate discriminatory practices.

H. 3. Title VI Training During the Period

Table V.H.3. lists the FFY 2004 Title VI training/meetings and attendees

Table V. H.3. Title VI Trainings/Meetings		
Date	**Type of Training**	**Audience**

APPENDICES
APPENDIX A:

Form – Title VI Compliance Statement for use in public meetings/hearings

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires (Agency Name) to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. (Agency Name) collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

(Agency Name) wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file in (Agency Name) Department of Transportation. For further information regarding this process, please contact the Title VI Coordinator by phone at _____ or e-mail at _____.

Please respond to the following questions:

Project name:	Date:
Meeting location:	

Name (please print):		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one):		
☐ Caucasian	☐ Hispanic American	☐ American Indian/ Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation!

APPENDIX B

The following table summarizes staff gender and race by the respective program areas.

Special Emphasis Area	Race	Gender	
		Female	Male
Design	Asian	15	17
	Black	3	1
	Caucasian	13	42
	Filipino	1	2
	Hispanic	2	2
	Other	1	
Design Total		35	64
Environmental Services Unit	Black	2	
	Caucasian	9	5
	Hispanic		1
Environmental Services Unit Total		11	6
Planning	Asian	2	5
	Black		1
	Caucasian	6	10
Planning Total		8	16
Construction & Maintenance Services	Asian	2	6
	Black		2
	Caucasian	6	12
Construction & Maintenance Services Total		8	20
Grand Total		62	106

APPENDIX C:

STATE ENVIRONMENTAL PROJECT ASSESSMENTS (SEPA) EXEMPTION DETERMINATIONS AND DETERMINATIONS OF NON-SIGNIFICANCE

Project Number	Project Name	NEPA/SEPA Type*
		SCE
		SCE
		SCE/NCE
		SCE/NCE
		SCE
		SCE
		SCE
		SCE
		SCE
		SCE
		SCE
		SCE
		SCE/NCE
		ECL/NCE
		SCE
		SCE/NCE
		SCE
		SCE

Type: NCE=NEPA Categorical Exclusion; EA=Environmental Assessment; NEIS=NEPA Environmental Impact Statement; SCE=SEPA Categorical Exemption; ECL=Environmental Checklist; SEIS=SEPA Environmental Impact Statement

APPENDIX D:

(AGENCY NAME) TITLE VI IMPLEMENTATION PLAN
Revised September 2004

1. **Internal Dissemination**
   Goal: To complete internal dissemination of (Agency Name)'s revised Title VI Plan and FFY 2004 Title VI Update Report before December 1, 2004.

   (Agency Name)'s Title VI Coordinator has distributed copies of its original Title VI Plan and assurances to Agency departments, (Agency Name) Council, (Agency Name) Civil Rights Commission, Department of Transportation Division Managers and the Office of the Prosecuting Attorney. Such distribution occurred on or before December 2000. The updated Plan dated September 2002 was disseminated in December 2002. The Plan as revised in 2004, along with the FFY 2004 Title VI Update Report will be circulated by December 1, 2004.

   The Title VI Specialist and Special Emphasis Area Liaisons (as defined in the plan) received copies of the original plan and will receive copies of the updates promptly for incorporation into operational manuals, guidelines, and procedures.

2. **External Dissemination**
   Goal: Public notification of (Agency Name)'s Title VI Plan will be on going.

   A. (Agency Name) will publicize (Agency Name)'s policy statement, as included in the Title VI Plan, in local minority and community-based newspapers. The (Agency Name)'s Title VI Plan will be made available to the public upon request. Additionally, the (Agency Name) Title VI Policy Statement and Complaint procedure may be found on the internet at http://www._____

   B. The (Agency Name) will continue to distribute copies of the Title VI Plan to contractor organizations upon request. Additionally, the (Agency Name) will make copies of the plan available to all prime contractors, subcontractors, consultants and suppliers currently participating on (Agency Name) public works projects receiving federal financial aid upon request. The (Agency Name) will also make copies available to other firms providing goods and services to (Agency Name) upon their request.

   C. The (Agency Name) will include the appropriate Title VI nondiscrimination language and any implementing requirements FHWA may issue in all solicitations for competitive bidding or negotiated procurements with federal aid for construction, professional services and purchase of materials or equipment.

3. **Training**
   Goal: To ensure that (Agency Name) employees involved in the project management and the contracting practice are knowledgeable on potential Title VI issues (ongoing).

   A. Title VI Specialists and Liaisons are strongly encouraged to participate in training programs and workshops offered through Washington State Department of Transportation and others. Additionally, the Title VI Coordinator, in communicating with the Title VI Liaisons and Specialists, informs (Agency Name) employees of any new training opportunities upon notification from other external agencies.

   B. Additionally, Staff in conjunction with staff in the (Agency Name) Department of Transportation, Road Division, will continue to develop new training for (Agency Name) staff.

   C. The (Agency Name)'s Title VI Coordinator shall oversee training to include staff involved in (Agency Name)'s contracting processes. The Title VI Specialist will conduct the training. Training will occur throughout the year and will be specific to the Road Services and Contracting Divisions of (Agency Name) initially. This training will include information on:

      - The role of ___as the Title VI Coordinating agency
      - Technical Assistance on Title VI matters
      - Title VI reviews of program areas

- Procedures for the prompt processing of complaints of discrimination
- The necessity of updating the Title VI Plan to reflect organizational policy or implementation changes

The (Agency Name)'s Title VI Coordinator will request Department Directors and Managers to inform employees of new training opportunities upon notification from the Coordinator's office. Such opportunities may include courses offered by WSDOT, as well as from other outside agencies.

D. The (Agency Name) will provide a training schedule to the Washington State Department of Transportation's Office of Equal Opportunity Title VI Coordinator.

E. The (Agency Name)'s Title VI Coordinator shall maintain information gathered from training records for inclusion in annual report updates.

4. Information Collection for Annual Updates

Goal: To establish and implement processes and procedures for collection of information required for inclusion in annual update report.

A. The Title VI Specialist and Liaisons will assist the Title VI Coordinator in gathering and maintaining information on specific program areas and affected (Agency Name) departments.

B. (AGENCY NAME) will work with Liaisons and a designated Data Coordinator to collect and report on the information required by WSDOT for the Title VI Annual Update.

C. Information for reports will be obtained from sources such as on-site compliance reviews (internal and external), checklists, review guides, questionnaires, public meeting sign in sheets, personnel inventory and employment utilization forms and inquires from the public. The Office of the Title VI Coordinator will compile this information for inclusion in the annual update reports as required.

5. Complaint Resolution

Goal: To ensure that complaints are resolved in a professional and timely manner.

The (Agency Name)'s Title VI Coordinator will investigate all complaints of Title VI violations as appropriate. The (Agency Name) will use procedures outlined in the Title VI Plan to investigate such complaints. The objective of the investigation will be to determine whether prohibited discrimination has occurred or could occur, and to take steps to remedy the situation. To accomplish this, the Title VI Coordinator shall coordinate the following:

A. Identification of the basis for the complaint;

B. Identification of sources of information;

C. Fact finding interviews with aggrieved persons, witnesses and the alleged violator;

D. Development of a statement of finding-of-facts and information relevant to the issue/basis for the complaint;

E. Informal dispute resolution;

F. Report of findings in a manner that includes a conclusion and determination of future actions to take; and

G. Provision for possible appeal of the decision to the FHWA.

The (Agency Name)'s Title VI Coordinator will consult with WSDOT before commencing investigations to determine which agency should properly investigate.

6. **Annual Title VI Update Report**
   Goal: To provide detailed information on activities performed in implementing (Agency Name)'s Title VI Plan and to document accomplishments.

   The Annual Title VI Update Report will include detailed information regarding the implementation activities related to (Agency Name)'s Title VI Plan and the (Agency Name)'s accomplishments. Specific areas that will be covered in the Annual Report include, but may not be limited to the following:

   A. Organization and Staff Profile

   B. Title VI Monitoring and Review Process

   C. Complaints and Investigations

   D. Special Emphasis Program Area Activities and Accomplishments

   E. Title VI Administration

   F. Training

   H. Accomplishments Report for Current Year

APPENDIX E:

(Agency Name) Title VI Policy Statement

(Agency Name) assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation.

(Agency Name) further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event (Agency Name) distributes federal aid funds to another governmental entity or other sub-recipient, (Agency Name) will include Title VI language in all written agreements and will monitor for compliance.

(Agency Name)'s Office of the Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other (Agency Name) responsibilities as required by 23 CFR 200 and 49 CFR 21.

_____ _____

(Agency Name) Executive) Date

APPENDIX F

TITLE VI FORMS

(Agency Name) provides Title VI forms to participants at public meetings (See Appendix A). In 2004 two forms were completed and turned in by participants.

Title VI Public Involvement forms were made available at the _____(Fill in appropriate information.)

Title VI Public Involvement forms were made available at the Sth Park Bridge EIS Community Advisory Group meetings on April 6, April 20, and May 4, 2004 at the Concord Elementary School Library, 723 S. Concord Street in Seattle, but no forms were submitted.

Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

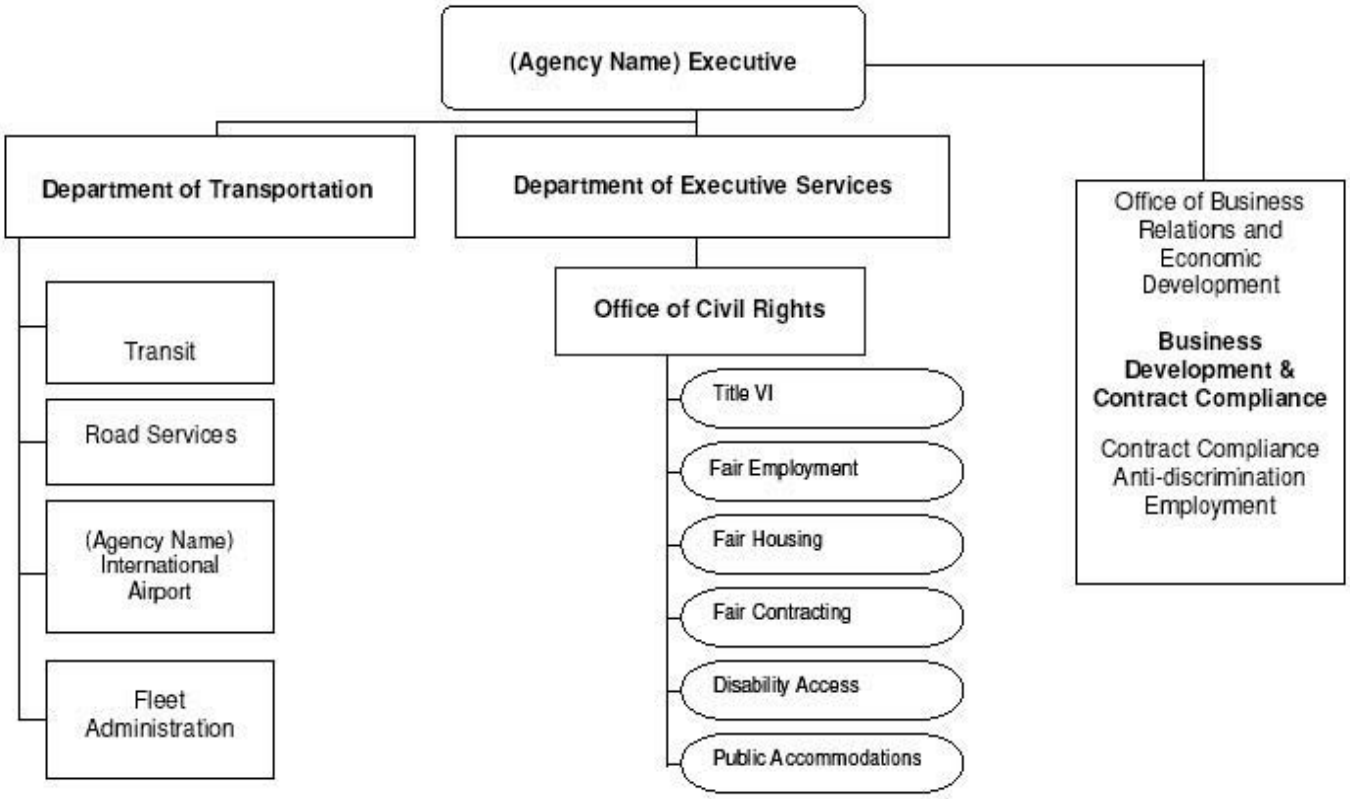
Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

These forms are kept on file in the (Section of your Agency) and in the Office of the Title VI Coordinator.

APPENDIX G

SAMPLE Organizational Chart



Case Number	Complainant/ Address	Filing Date	Basis	Status	Disposition

General Discussion

To be eligible for reimbursement of Federal Highway Administration (FHWA) funds for payments to a consultant, the procedures in this chapter shall be followed. If a Local Agency elects to retain the consultant at its own cost, state law must be followed.

This chapter covers agreements for architects, landscape architects, land surveying, and engineering services outlined in RCW 39.80, see 31.1. The definitions of these four professions are described in RCW Chapters 18.08, 18.43, and 18.96. These will be referred to as architectural and engineering (A&E) services, or engineering services, in this chapter.

This chapter also covers agreements for long-range planning, economic analyses, real estate negotiations, and environmental and biological assessments. These will be referred to as personal services, as outlined in RCW 39.29, (see 31.2).

Throughout this chapter the term "project" means the work to be undertaken by the consultant. An A&E services project may include construction engineering, but does not include the contracted construction work.

The "Definitions" chapter of WSDOT's Consultant Services Procedures Manual contains a detailed description of which categories of work are considered A&E services or personal services. That Manual may be accessed on WSDOT's Internet website at: (www.wsdot.wa.gov/Consulting), and then click on "Consultant Services Procedures Manual."

The basic steps for entering into a consultant agreement are:

1. Determine the Need For Services.
2. Advertise the Need For Services.
3. Evaluate the Applicants' Qualifications.
4. Select the Most Qualified Firm.
5. Negotiate with the Most Qualified Firm.
6. Execute the Contract, (Standard Agreement, Exhibits, and Supplements See Appendices).

31.1 A&E Services Consultants

A & E consultant services include the following:

1. Professional or technical expertise to accomplish a specific study, project, task, or other work statement.
2. Any phase of project development, as well as special studies or other assignments within any phase.
3. Periodic examination and consultation or full-time technical inspection during the construction phase.
4. Consultant design and preparation of plans, specifications, and estimates is common when an Agency's staff is small or when an Agency needs additional expertise.

Consultant services do not include purchased services provided by a vendor to accomplish routine, continuing, and necessary services. These may be acquired through use of purchased service agreements. Purchased services include services for equipment maintenance and repair, operation of a physical plant, security, computer hardware and software maintenance, data entry, key punch services, computer time-sharing, contract programming, and analysis (RCW 39.29.006).

Section 319 of Public Law 101-121 prohibits federal funds from being expended by consultants or sub-consultants who receive a federal contract, grant, loan, or cooperative agreement pay, to any person for influencing or attempting to influence a federal Agency or Congress in connection with awarding any of the above.

.11 Determine the Need for A&E Consultant Services. Before an Agency advertises for A&E consultant services, it must have a clear definition of the work to be accomplished. This includes identification of:

1. The nature and scope of effort required,
2. The technical requirements and qualifications of the consultant services needed,
3. The level of funding resources available,
4. The time frame for performing the work, and
5. The expected results and products to be received.

If assistance is needed in describing the desired scope of work, the Agency should seek information from the Region Local Program Engineer or from other Local Agencies that have had similar projects.

Because selection of the most qualified consultant firm is based on evaluations by the Agency, it must develop clear selection guidelines (see 31.13). The selection criteria should enable the Agency to identify and select the consultant best qualified to meet the Agency's needs and ensure that the selected consultant understands and provides services for the Agency's needs in the most cost-effective manner.

The basic agreement types are lump sum, cost plus fixed fee, provisional hourly rates, negotiated hourly rates, and cost per unit of work (see 31.32). The Agency should determine the type of agreement to be developed with the consultant (though this may be modified during negotiations with the selected consultant).

Consultant selection shall provide for maximum open and free competition and should provide opportunities for small and disadvantaged business enterprises to obtain an equitable share of the work, consistent with the project scope and capabilities of available small and disadvantaged owned firms.

A&E consultants may be solicited for:

1. A specific project,
2. A specific stage of a project (i.e., Design Report),
3. General engineering services (i.e., supporting services of an Agency's staff in studies, design, etc.),
4. For more than one project (i.e., several small bridge design projects) or multiple phases of a single project, or
5. For a combination of the above.

.11a Multi-Phase Projects. In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the agreement should cover only the first phase. The agreement for preliminary engineering should state that the consultant may be considered for subsequent phases provided this option was identified in the advertised solicitation. The consultant's engagement to complete subsequent phases depends upon the consultant's satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The Agency is not obligated to use the same consultant firm for all phases. Separate consultant agreements may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

.11b Environmental Assessment /Environmental Impact Statement / Environmental Classification Summary. The first agreement would include preliminary engineering through final approval of the environmental documents. Preparation of the PS&E could be under a separate agreement with continuation of the original consultant at the option of the Agency, provided this was stated in the original advertisement. Depending on the complexity of the project, both A&E services and personal services consultants may be needed to accomplish this work.

.11c Non-CA Agencies. If the Agency is not approved for CA and does not have a CA Agency providing it CA services, the request for use of consultants shall be submitted with the draft consultant agreement and the information requested in Appendix 31.93 to the Region Local Programs Engineer. Upon approval by the Region Local Programs Engineer, the non-CA Local Agency can execute the agreement.

.11d Engineering Management Consultants. If a CA Agency hires a consultant to manage its consultant services agreement(s), the CA Agency is still responsible to fulfill all its requirements of being a CA Agency. While an engineering management consultant may assist an Agency in fulfilling its CA responsibilities, the Agency cannot delegate these responsibilities to a consultant or to another Agency. Also, if a non-CA Agency hires a consultant as its project manager, the requirements of sub-section 31.11c must be fulfilled. A consultant serving in a management role for an Agency, and then managing consultant agreements with its own firm, would be a conflict of interest.

.12 Advertise the Need for A&E Consultant Services. State law, RCW 39.80, requires that each Agency must advertise that Agency's requirement(s) for architectural services, land surveying services, or engineering services. An Agency can comply with these requirements by either:

1. Publishing an announcement on each occasion when A&E consultants are required by the Agency, or
2. Publishing an annual notice to establish an "On Call Roster" (or rosters by specialty) to receive qualifications from consultants as to projected requirements for any category or type of engineering services. (See section 31.11) In addition, responsible A&E consultants shall be added to the appropriate "On Call Roster(s)" at any time they submit a written request and their qualifications.
3. The need for consultant services must be advertised at least one day per week for two (2) consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three (3) week minimum response time from

the initial date of publication should be provided to consultants. These advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines, or publications utilized by disadvantaged business enterprises.

.12a Advertisement Content. The advertisement should contain the following information (see Appendix 31.94 for a sample advertisement):

1. A project title, estimated project cost, and estimated start and end dates,
2. The general scope and nature of the project or work for which services are required and the address of a representative of the Agency who can provide further details,
3. Solicitations of qualification statements, referred to as Requests for Qualifications (RFQ) from consultants, must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required. (Example Submittal Information Forms to obtain consultant qualifications for Prime and Sub-consultants are contained in Appendixes 31.94(a) and 31.94(b), respectively),
4. Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated. These may include but are not limited to key personnel, firm experience, ability to meet schedule, past performance, in-house expertise, familiarity with WSDOT/ FHWA standards, and DBE approach and commitment,
5. Non-engineering service applicants should be asked to provide estimates for the man-hours and classifications needed to complete the project,
6. In the event that a project covers multiple phases (see 31.11a), the Agency is not obligated to utilize the original consultant for subsequent phases. If the Agency desires this option, the advertisement must state the possibility of a multi-phase agreement at the discretion of the contracting Agency,
7. All prospective consultants must be advised that Federally funded projects will be held to Federal EEO requirements,
8. Consultants will also be held to ADA and Civil Rights language for the employing Agency,
9. Response Due Date, and
10. Publication dates.

Specific project cost estimates shall not be requested until a consultant has been selected.

.13 A&E Consultant Evaluation and Selection Process. The Local Agency shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be selected based upon the qualifications they present. For A&E related services, fees for services cannot be considered during the selection process.

The following are frequently utilized as part of the consultant selection process:

1. Written Response Only to the Request for Qualifications (RFQ). This approach is best for smaller, clearly defined projects or projects which are heavily reliant upon their written presentation such as environmental reports.
2. "Live" Interviews and Presentation of the RFQ by Consultant Individuals or Teams. Provides for interaction with the Agency and showcases the consultant's presentation skills. This approach is best for larger, more complex projects, but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.
3. Telephone Interviews. Provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects or for selecting from an on-call or small works roster.

A. Exceptions to the competitive process used for consultant selection:

1. Subsequent Phasing. Selection of a consultant to perform subsequent project phases may only occur if this option was advertised originally (i.e., Phase 1 Preliminary Engineering, Phase 2 Right-of-Way, Phase 3 Construction Engineering).
2. Contract Amendments. Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.
3. Emergency. To address a set of unforeseen circumstances beyond the Agency's control which present a real, immediate threat to the proper performance of essential functions, or may result in the material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Consult LAG Manual, Chapter 33.)

4. Sole Source. Sole source agreements may be requested from Highways & Local Programs when the consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The Local Agency must provide the Region Local Programs Engineer written justification (see Appendix 31.95) for requesting this option based upon:

   a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the Agency's needs. (e.g., Are they highly specialized or one-of-a-kind? What is their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?).

   b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.

   c. Availability of consultants in the location required.

Highways & Local Programs must approve all consultant procedures that are exceptions to the competitive process.

B. Documentation of Selection. Following consultant selection, the Local Agency shall retain the following documentation in the project file:

1. The names of a minimum of three consultants considered for the work, (excluding exceptions detailed above), and

2. Consultant selected and reasons why this consultant was chosen over the others.

.14 Establishing a Consultant "On-Call Roster"

To efficiently obtain consultant services, a process for developing and maintaining a consultant "On-Call Roster" is necessary. Agencies may, therefore, establish and maintain a continuous "On-Call Roster" to which interested and qualified firms may apply. This "On-Call Roster" must be maintained annually and may be shared with other interested public agencies through an Inter-local agreement signed by the interested parties.

No "On-Call Roster" consultant may be awarded more than one contract from the "On Call Roster" at a time. When active contracts are complete, the consultant's name will be returned to "available" status.

1. The Agency shall publish an announcement in a newspaper of general circulation at least once per year to invite consultant firms to submit statements of qualifications and performance data. The advertisement shall be for future project needs and announce generally projected requirements for any category or type of professional services. The advertisement shall state the address of the representative who can provide further details. The Agency shall name all agencies that are utilizing the "On-Call Roster," if any, in addition to the Agency establishing the "On Call Roster".

   a. Advertisement content for '"On Call Roster." Separate "On Call Rosters" will be kept for each discipline of work. Agencies may not select a firm from one "On Call Roster" to perform work that is covered by a different "On Call Roster." Each "On Call Roster" must have a separate list of qualification criteria which will be clearly stated in the advertisement for "On Call Roster" participants.

2. The advertisement shall encourage firms to submit or update qualifications and performance data.

3. The Agency may either provide an application that solicits desired information or allow firms to apply through other means of establishing credentials as best meets the agency's needs, or a combination thereof.

4. The Agency shall review submittals to insure firms meet minimum eligibility criteria for responsible firms as defined by the Agency prior to establishing the "On-Call Roster." Verification shall consider required licensing, experience, and financial stability in order to establish firms that are reasonably capable of performing the work.

5. Firms that meet at least minimum levels of responsibility based on the advertisement shall be placed onto the "On-Call Roster." The "On Call Roster" shall list firms that responded to the advertisement and were found eligible for further consideration by the Agency as project needs arise.

6. Applications on file after one year will be required to update information through annual advertisement or through a direct process established by the Agency prior to establishing the "On-Call Roster."

7. The Agency may issue repeat advertisements to solicit additional firms or firms with a particular specialty for the "On-Call Roster" at any time during the year.

8. The "On-Call Roster" shall be continuously open.

9. Firms listed on an Agency "On-Call Roster" shall be available for consideration and eligibility for a project need, unless a specific reason causes the firm to be placed on an inactive status. Such inactive status will be the right of the Agency; however, written notification of the change of status will be given to firms within 30 days of status change. The reason for the status change will be stated clearly in the notification.
10. The process to select firms from the "On-Call Roster" and enter into a contract shall be as follows.
    a. Agencies will interview at least 3 firms for each contract from the "On Call Roster".
    b. If less than 3 qualified firms are available for a given contract, the agency will interview as many as are available on the "On Call Roster" for that particular contract.
    c. If no qualified firms are available from the established "On Call Roster," a separate advertisement and award process must be followed.
    d. Following the interview, the Agency will select the best qualified consultant from those interviewed.

31.2 Personal Services Consultants

Professions outside the fields described in RCW 39.80 may provide such consulting services as long range planning and studies, economic analyses, real estate negotiations, and/or environmental and biological assessments. These consulting services are provided through personal services agreements (RCW 39.29). The basic difference between personal services and A&E consultants is that consultant fees may be considered in selecting personal services consultants, but cannot be considered in selecting A&E services consultants.

The Local Agency is to work with WSDOT Real Estate Services on right-of-way personal services agreements. (See Appendix 31.91 for a Sample Personal Services Contract for Appraiser, and Appendix 31.92 for a Sample Consultant Agreement for Negotiation Services.)

.21 Determine the Need for Personal Services Consultants. Before an Agency advertises for a personal services consultant, it must have a clear definition of the work to be accomplished. This includes identification of:

1. The nature and scope of effort required,
2. The technical requirements and qualifications of the consultant services needed,
3. The level of funding resources available,
4. The time frame for performing the work, and
5. The expected results and products to be received.

If assistance is needed in describing the desired scope of work, the Agency should seek information from the Region Local Program Engineer or from other Local Agencies that have had similar projects.

The Agency should develop selection guidelines for all to understand, because selection of the most qualified consultant firm is based upon evaluations by the Agency. The selection criteria should enable the Agency to identify and select the consultant best qualified to meet the Agency's needs and ensure that the selected consultant understands and provides the Agency's needs in the most cost-effective manner.

The Agency should determine the type of agreement to be developed with the consultant. (This may be modified during negotiations with the selected consultant). The basic agreement types are lump sum, cost plus fixed fee, provisional hourly rates, negotiated hourly rates, and cost per unit of work (see 31.52).

Consultant selection shall provide for maximum open and free competition and should provide opportunities for small and disadvantaged business enterprises to obtain an equitable share of the work, consistent with the project scope, and capabilities of available small and disadvantaged owned firms.

Personal Services consultants may be solicited for:

1. A specific study (i.e. Economic Study),
2. A specific project (i.e. Acquisition of Real Estate),
3. A specific task (i.e. Real Estate negotiations), or
4. For a combination of the above.

.22 Advertise the Need for Personal Services Consultants. State law (RCW 39.29) requires that each Agency must competitively solicit that Agency's requirement for personal services. An Agency can comply with these requirements by either:

1. Using a competitive solicitation process that provides an equal and open opportunity to qualified parties. State law (RCW 39.29.011) requires competitive bidding for contracts greater than $20,000 and documented evidence of competition on contracts between $5,000 and $20,000
2. Publishing an annual notice to establish an "On Call Roster" (or rosters by specialty) to receive qualifications from consultants for projected requirements for any category or type of personal services consultants. In addition, responsible consultants shall be added to the appropriate "On Call Roster(s)" at any time upon the submittal of a written request and a list of their qualifications. (See section 31.14 for more information about establishing an "On Call Roster".)

The need for consultant services must be advertised at least one day per week for two (2) consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three (3) week minimum response time from the initial date of publication should be provided to consultants. These advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines, or publications utilized by disadvantaged business enterprises.

.22a Advertisement Content. The advertisement should contain the following information. (See Appendix 31.94 for a sample advertisement):

1. A project title, estimated project cost, and estimated start and end dates.
2. The general scope and nature of the project, or work for which services are required, and the address of a representative of the Agency that can provide further details.
3. Solicitations of qualification statements, referred to as Requests for Qualifications (RFQ) from consultants, must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required. (Example Submittal Information Forms to obtain consultant qualifications for Prime and Sub-consultants are contained in Appendixes 31.94(a) and 31.94(b) respectively).
4. Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated.
5. For personal services, consultant fees or costs may be requested. RCW 39.29.006 provides that the solicitation of qualifications for selection of personal services consultants may include such factors as consultant's fees or costs, ability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of performance, and compliance with statutes and rules relating to contracts and services.
6. Non-engineering service applicants should be asked to provide estimates for the man-hours and classifications needed to complete the project.
7. All prospective consultants must be advised that federally funded projects will be held to Federal EEO requirements.
8. Consultants will also be held to ADA and Civil Rights language for the employing Agency.
9. Due date for responses and publication dates.

.23 Personal Services Consultant Evaluation and Selection Process. The Local Agency shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be selected based upon the qualifications they present. Fees may be considered as an evaluation factor in the personal services selection process, but it is not a "low-bid" consultant selection where the low bidder wins the contract automatically. For more guidance, refer to the Municipal Research and Services Center (MRSC) of Washington guide, "Contracting for Professional Services in Washington State," Informational Bulletin Number 485.

The following are frequently utilized as part of the consultant selection process:

1. Written Response Only to the Request for Qualifications (RFQ). This approach is best for smaller, clearly defined projects, or projects which are heavily reliant upon their written presentation such as environmental reports.
2. "Live" Interviews and Presentation of the RFQ by Consultant Individuals or Teams. Provides for interaction with the Agency and showcases the consultant's presentation skills. This approach is best for larger, more complex projects but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.

3. Telephone Interviews. Provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects or for selecting from an on-call or small works roster.

Exceptions to the competitive process used for consultant selection:

1. Sole Source. Sole source agreements may be requested from Highways & Local Programs when the consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The Local Agency must provide the Region Local Programs Engineer written justification (see Appendix 31.95) for requesting this option based upon:
   a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the Agency's needs. (e.g., Are they highly specialized or one-of-a-kind? What is their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?)
   b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.
   c. Availability of consultants in the location required.
2. Emergency. To address a set of unforeseen circumstances beyond the Agency's control which present a real, immediate threat to the proper performance of essential functions or may result in the material loss or damage to property, bodily injury, or loss of life, if immediate action is not taken. (Consult LAG Manual, Chapter 33).
3. Contract Amendments or Added Scope (beyond the original advertisement.) Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.

Highways & Local Programs must approve consultant procedures that are exceptions to the competitive process.

.24 Document Selection. Following consultant selection, the Local Agency shall retain the following documentation in the project file:

1. The names of a minimum of three consultants considered for the work, (excluding exceptions detailed above), and
2. Consultant selected and reasons why this consultant was chosen over the others.

31.3 Negotiation with Selected Firm, A&E, and Personal Services

The Local Agency will notify the consultant of their selection in writing, meet with the consultant to reach a complete and mutual understanding of the scope of services, and begin negotiations on the terms of the agreement.

In this meeting with the selected consultant, the Local Agency should include key people with appropriate technical expertise within the Agency to ensure that their concerns are addressed. The following are typically discussed while developing an agreed upon scope of services:

1. A list of meetings the consultant is expected to attend, expected location of the meetings, and key personnel.
2. The anticipated design schedule — the Local Agency shall designate the basic premises and list criteria to be used in design development.
3. Any special services required.
4. Complexity of the design.
5. Safety and operational considerations.
6. Environmental considerations.
7. Survey and geotechnical testing requirements.
8. Inspection services during construction.
9. Quality control during construction.
10. Preparation of forms, letters, and documents.
11. Property map preparation.

.31 Agency Preparation for Negotiations. Following receipt of the consultant's proposal, Agency responsibilities include: Compare the consultant's proposal with the Agency's own estimate, examining the scope of work, work hours, and estimate of cost. (See Appendix 31.96, Independent Estimate for Consulting Services, Form DOT 140-012 EF). The Agency is to prepare its independent cost estimate using:

1. The salary rates by position from the consultant's Payroll Register,
2. Multiplying these by the Agency's estimates of staff hours by position for work elements, and
3. Applying the consultant's overhead rate and profit/fixed fee (see below) to develop the total project staff cost estimate.

The Agency uses this independent estimate, along with estimates of non-salary costs, to negotiate the agreement with the consultant.

1. Ensure the consultant has divided the project into work units and related time units in such a manner that the estimate can be readily reviewed for work hours, rates of pay, overhead, profit, and itemized direct non-salary costs.
2. Request records to confirm the consultant's rates (i.e., their Payroll Register, giving payroll rates by name and position of staff working on the project).
3. Request the consulting firm's audited overhead rate from the WSDOT Audit Office. An audited rate conducted by another governmental agency will satisfy this requirement if the audit criteria used by the other agencies conforms with 48 CFR 31. An audited rate conducted by a private accounting firm must be reviewed and accepted by the WSDOT Audit Office before being accepted for use in an agreement. If the firm does not have an audited rate, the Audit Office will conduct an abbreviated audit to determine the rate. The Local Agency Agreement should anticipate a charge averaging $1,000 for these costs. A lower overhead cost rate may be used if submitted by the consultant firm; however, the consultant's offer of a lower rate shall not be a condition for selecting a consultant.
4. Calculate the consultant's profit/fixed fee amount. An adaptation of WSDOT's procedure for calculating this (described in WSDOT's Consultant Services Procedures Manual) is contained in Appendix 31.97. A copy of the "Consultant Fee Calculation Worksheet" may be obtained from WSDOT's Internet website: www.wsdot.gov/Consulting, and then click on the worksheet that is listed under "Manuals/Forms." The fee is determined through evaluation of the following:
   a. Degree of Risk,
   b. Relative Difficulty of Work,
   c. Size of Job,
   d. Period of Performance,
   e. Assistance of Agency, and
   f. Sub-consulting.
   g. An acceptable profit for a federally funded project may not exceed 15 percent of direct labor, plus overhead costs. In addition, the fixed fee/profit percentage may not exceed 35 percent of direct labor costs only. Maximum allowable profit percentage rates (30%-35%) are reserved for the most difficult, complex, and risky projects. Mark-ups are not allowed on sub-consultants and direct "on salary" costs.
   h. A Management Reserve Fund (MRF) may be established to be used for:
      1. Overruns of direct salary and overhead costs that might occur under the existing scope of work, or
      2. The consultant to perform additional work that is outside the agreement or supplement's scope of work (but within the scope of the advertised project).

      The maximum MRF set up at the beginning of the agreement is $100,000 or 10 percent of the agreement, whichever is less. If the original MRF is less than $100,000, the MRF may be increased by preparing a supplement to a total accumulative amount that cannot exceed $100,000, (or exceed the cumulative 10 percent). An MRF cannot be included in a Lump Sum agreement. The Agency cannot authorize, and the consultant cannot utilize, the MRF until a task order agreement is set up. (See Appendix 31.99, Exhibit A-2). To set up a task order agreement, the Agency and consultant must negotiate the scope, schedule, and budget for the increase in direct salary and overhead costs, or the increase in additional work to use all or a portion of the MRF.
5. Record and retain an explanation of differences in work hours or costs between the Agency's independent estimate and the negotiated consultant fee. Non-CA Agencies must have the differences reviewed by either a CA Agency serving as CA for the non-CA Agency, or by the Region Local Programs Engineer.

.32 Agreement Types/Payment Options. The following are the types of agreements that contain acceptable methods of payment for FHWA funded projects. Refer to the Standard Agreement Exhibits for further guidance and required forms (see Section 31.4):

1. **Lump Sum**. This type of agreement is only appropriate where the scope of work (quantity and type) can be clearly defined in advance. It is not recommended for construction engineering agreements. The agreement should state the exact service to be provided within a specific time frame, and when the lump sum payment is to be made. Payments may also be paid in installments as the work proceeds.

   Scope of work changes and Management Reserve Funds are not allowed with this type of payment.

   Lump sum payment is generally used for investigations, studies, and basic services on design projects. Examples include designs, plans specifications and estimates (PS&E), and preparation of operating, maintenance, or training manuals. A qualified representative for the CA Agency must prepare, date, and sign an estimate detailing the hours required for each type of work, as well as the hourly rate. For non-CA Agencies this must be done by either:

   a. A CA Agency serving as CA for the non-CA Agency, or

   b. The Region Local Programs Engineer.

2. **Cost Per Unit of Work**. This type of agreement is used when the unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. Examples include soils investigation where costs are based on per foot of drilling, installation of observation wells, soil testing, structural foundation analysis and reports, expert witness testimony, and construction engineering services. Construction engineering services include, but are not limited to, construction management, construction administration, materials testing, materials documentation, contractor payments, general administration, construction oversight, and inspection and surveying.

3. **Actual Costs Plus a Fixed Fee**. This type of agreement is used when the extent, scope, complexity, character, or duration of the work cannot be reasonably determined in advance. Examples include preparation of environmental documents, project design documents, PS&E for large or complex projects including major bridges, and may include construction inspection. The consultant is reimbursed for all eligible direct and indirect costs within defined limits, plus a predetermined amount as a fixed fee. The costs for methods 1 – 3 above are determined by:

   a. Salaries of employees with time directly chargeable to the project and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement. Actual rates of pay for employees and principals actively involved in the project will be included in each agreement.

   b. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."

   c. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.

   d. The consultant's overhead schedule must be prepared in compliance with Code of Federal Regulations (CFR) Part 31.

   e. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.

   f. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub- consulting assumed by the consultant at the time of the negotiations (see 31.31).

   Shown as exhibits to the agreement are the consultant's estimate of work, cost rates, overhead rate, and the fixed fee.

4. **Specific Rates of Pay Agreement**. This type of agreement is based upon specific rates of pay for each class of employee and is appropriate for relatively minor items of work of indeterminable extent. This method requires constant and direct control of the time and class of employees used by the consultant. Examples include certain types of soils investigations, planting inspections, bridge inspections, expert witness testimony, training presentations, construction inspections, supplementing Agency staff on small design projects or studies, and "on-call services." The rate of pay may be established through one of two processes:

   a. **Negotiated hourly rate** payment option establishes the rates of pay through use of the consultant firm's Payroll Register, the audited overhead rate obtained from WSDOT's Audit Office, plus the calculation of the consultant's

profit/fixed fee. (See Section 31.31 for guidance in developing the independent estimates of these costs for use in negotiations with the consultant firm). The following items also apply to negotiated hourly rate agreements.

1. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
2. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.
3. The consultant's overhead schedule must be prepared in compliance with 48 Code of Federal Regulations (CFR) Part 31.
4. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.
5. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

b. **Provisional hourly rate payment** option establishes rates of pay through the use of the consultant firm's Payroll Register, plus an overhead rate based on industry standards if an audited overhead rate is not available from WSDOT's Audit Office within the time frame it is needed. Provisional rates are established at the beginning of the project and are used until the results of an audited overhead rate are known. The provisional rates are then retroactively adjusted to reflect the rate established from the new audit. The following items also apply to provisional hourly rates.

1. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
2. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.
3. The consultant's overhead schedule must be prepared in compliance with 48 Code of Federal Regulations (CFR) Part 31.
4. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work, or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.
5. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

c. **Task Order Agreements**. This type of agreement is used with Negotiated and Provisional Hourly Rate methods of payment. (See Appendix 31.99, Exhibit A-2.) Each item of work is listed by task assignment in the scope of work and each assignment is individually negotiated with the consultant. The maximum amount established for each assignment is the maximum amount payable for that assignment, unless modified in writing by the Local Agency.

While a regular negotiated hourly rate agreement is for a specific project, a single task order agreement can be used for a series of projects. Once the agreement is established, and each time the consultant's services are needed, a formal task assignment document is completed that describes the work, location, maximum amount payable, and completion date for the task. The agreement does not have to be renegotiated for each new task, therefore saving time. An example of a task order agreement would be one for performing construction inspection over a two-year period.

.33 Agency/Consultant Negotiations. Negotiate an agreement with the selected consultant and retain a record of these negotiations (see Appendix 31.98). Negotiations may include the following:

1. The Agency negotiator and the consultant meet in person or by telephone and go over any significant areas of discrepancy between the Agency estimate and consultant proposal. Either the consultant satisfactorily explains differences or agrees to address concerns in a revised proposal.

2. The Agency reviews revised proposals and revises their detailed cost analysis accordingly. Steps 1 and 2 are repeated, if required.
3. The consultant submits a final fee proposal.
   a. Provide a final offer in writing.
      1. The final agreement must specify the maximum amount payable,
      2. The basis for establishing the maximum amount should be documented, and
      3. Procedures for adjustments to the maximum amount to accommodate changes in the work distribution or workload shall be explained.
   b. When unresolved differences exist between the consultant and Local Agency, the Agency shall notify the Region Local Programs Engineer. The Local Programs Engineer will review and confirm that the Agency has followed all the required procedures and will notify the Agency of the finding. The Agency will then notify the consultant in writing that negotiations are terminated and proceed to the next highest ranked consultant to begin the negotiation process again. Negotiation steps and records will be repeated with the alternate consultant selected.

31.4 Standard Agreement, Exhibits, and Supplements to Agreements, A&E, and Personal Services

When the cost of consulting services is $10,000 or more, Local Agencies must use the Local Agency Standard Consultant Agreement. (See sample agreement in Appendix 31.99, WSDOT Form 140-089 EF and Appendix 31.910, WSDOT Form 140-089A EF). Standard agreement forms are available online at http://www.wsdot.wa.gov/Consulting/submittalinformationpack.htm. (Select either the Package for Prime Consultants or Sub Consultants.) The standard agreement was developed to allow the Local Agency to select the appropriate exhibits and assemble them into a complete agreement package for all types of consulting work. The agreement completion date (expiration date) shall be established based on the project schedule. The agreement completion date establishes the last possible date the consultant may work, and be paid for that work, utilizing federal funds. Any work performed after expiration of the agreement will be considered non-federally participating. It is of the utmost importance that the Agency monitor the project completion date and extend the date by supplemental agreement, if appropriate, prior to the completion date.

The time period for completion of the agreement is dependent upon the complexity of the project's scope of work. The duration may vary from two years for a relatively simple project, to six or more years for a complex project having multiple phases of work.

.41 Exhibits. Exhibits for the Standard Agreement are provided (see Appendix 31.99). The various payment methods require their own exhibits. Examples of types of work for each agreement payment type have already been discussed under Section 31.32, "Agreement Types/Payment Options." Most exhibits are common to any agreement; others require selection by the person creating the standard agreement.

.42 Supplements to the Agreements. An agreement shall be supplemented in writing when work that falls outside the scope of the original agreement is requested, when supplemental language to the standard agreement is desired, or when there is a need for time extension or wage adjustment. This may be done by a supplemental agreement only when the agreement completion date has not expired. (See Appendix 31.911, WSDOT Form 140-063 EF.) The work in the supplement must have been included in the advertisement for consultant services regarding the original agreement.

The supplemental agreement should include:

1. A statement that the original agreement will be supplemented to add/change/amend conditions,
2. A scope of work described in sufficient detail to clearly outline what additional work the consultant is to do or what changes are authorized to the existing scope,
3. The method of payment — i.e., cost-plus-fixed-fee, specified hourly rate, daily rate, and any indirect cost. (Note: Always include a maximum amount payable.) Section V of the original agreement should be reviewed prior to negotiating any supplements,
4. A specific time for beginning/continuing work under the supplement and completing the project in calendar days or day and month of the year,
5. A summary of the estimated costs of the original agreement plus those of the supplement(s),
6. Provisions that give both parties of the agreement the authority to act, and

7. Specific rates of pay shall be established for the supplemental agreement in the same manner as described in Section 31.32 Agreement Types/Payment Options, Sub-Part d, Specific Rates of Pay.

.43 Patent or Royalty Rights. Agreements that involve research, developmental, experimental, or demonstration work may include patent or royalty rights. In this case, the Standard Agreement should be supplemented by adding the appropriate language to account for this. The Region Local Programs Engineer is to be contacted for assistance in developing these supplemental agreements.

.44 Risk Management and Added Insurance Requirements. The Agency may change Section XIII of the Standard Agreement to reduce the requirement for the Consultant Professional Liability from one million dollars to the amount of the Agreement; whichever is the lesser of the two. This should be done for work that involves minimal risk, such as studies. For many consultant firms, covering the one million dollar liability would be an added cost to their overhead or directly to the project.

In the event the Agency determines that added liabilities or an insurance policy are warranted beyond the amount allowed in the Standard Agreement, they should negotiate this with the Consultant after the selection process is complete. This ensures that engineering qualifications, rather than the ability to obtain insurance, is the criteria for selection.

The Agency will determine the sufficiency of insurance normally provided within the consultant's overhead costs, and will identify the costs beyond that amount on Exhibit L. This exhibit is not needed if the standard agreement provisions are used. These costs will be considered direct project costs, and will not be billed to an FHWA funded project. In the event that Exhibit L is warranted, it should be sent with the risk analysis to the Region Local Programs Engineer for approval, who will forward it to Headquarters for review, prior to execution by the Agency and the consultant.

The Agency risk analysis should show that the work warrants this added cost and that consideration has been given to less costly solutions, including assuming the risk; insuring the risk outside of the agreement as an Agency cost; or adding a third tier of engineering overview to check the work.

To calculate the risk requires an ability to judge the likely amount of a jury's award if liability is determined. A suggested method is to determine the number of comparative cases presently existing within this state and to develop the probabilities based upon historic awards.

31.5 Audit Requirements

A Pre-Award Audit is no longer required. The Agency is now to negotiate the consultant's fee using the audited overhead rate for the consulting firm obtained from WSDOT's Audit Office, the Payroll Register of the firm, and the calculation of the consultant's profit/fixed fee, or percentage, to validate and negotiate financial information supplied by a consultant in a cost proposal. (See 31.3 Negotiations with the Selected Firm.) The consultant is to also be aware of FHWA's cost eligibility and documentation requirements of 49 CFR 18.

If the Agency has questions about the information provided, it may request a Pre-Award Audit. In the event a project must begin before an audit can be completed, provisional wages based on industry standards may be paid through completion of the audit with wage adjustments made in a supplemental agreement. If the Local Agency requests a Pre-Award Audit, the Local Agency Agreement should anticipate a charge averaging $5,000 for these costs.

WSDOT and/or FHWA may at their discretion require an intermediate or post audit for any project exceeding $100,000. The Agency, WSDOT External Audit Office, or FHWA will determine the need for either of these.

31.6 Oversight of the Agreement and Project Closure

Highways & Local Programs will review the documentation on selected projects and monitor the consultant selection procedures used by the Local Agency. The degree of monitoring will be determined by Highway and Local Programs and will depend on the nature and character of each project. The Local Agency shall assign one of its personnel as project administrator to work with the consultant. The project administrator's responsibilities are to:

1. Prepare supplements to existing agreements for services beyond the scope of the original agreement and include the Agency's independent estimate of the costs for the work involved,
2. Ensure that no work is done or costs incurred until the agreements and supplements are approved by the approving authority and executed by the proper parties,
3. Conduct regular meetings with the consultant to track progress and identify potential concerns,
4. Act as a liaison between the Agency and the consultant to assure compliance with the terms of the agreement, including OEO provisions and the use of mandatory forms,
5. Monitor the consultant's progress reports to ensure that problem areas are reported and corrective action taken,

6. Make sure that all work is within the agreement's scope of work,
7. Establish controls to monitor the time for completion of the agreement to ensure that the specified time limitations are not exceeded,
8. Ensure the accuracy of bills presented by the consultant and their consistency with the work performed,
9. Maintain cumulative cost records to assure that costs are allowable, allocable, and reasonable. Track bills to ensure compliance with agreement and fixed fees. (See Appendix 31.912 "Sample Invoice Tracking Sheet"),
10. Establish controls to prevent overpayment of the agreement and fixed fees, and
11. Ensure that all terms and conditions of the agreement have been met prior to final release of the consultant.

.61 Invoicing. The invoice will include the following:

1. By name, all employees that worked on the project during the billing period,
2. The classification of each employee, the hours worked, the actual hourly payroll rate, and the total wages paid, and
3. Direct non-salary costs. Non-salary costs should be supported for auditing purposes by copies of the invoice or billing instruments the consultant received for payment. Either the consultant or the Agency may retain these copies.

The Local Agency may disallow all or part of a claimed cost, which is not adequately supported by documentation.

.62 Documentation. Original documents may include but are not limited to signed time sheets, invoices, payroll records, rental slips, and gasoline tickets that support the costs billed to WSDOT. The consultant is responsible to account for costs and for maintaining records, including supporting documentation adequate to demonstrate that costs claimed have been incurred, are allocable to the agreement, and comply with Part 31 of CFR 48. Time sheets should document hours worked, the billing rate of pay, and must be signed by the supervisor or his designee and the employee. Records will be retained for a period of three years after receipt of final payment.

.63 Closure. Upon completion of the work under the consultant agreement, the Agency will ensure that all terms and conditions of the agreement have been complied with and that all services to be performed under the agreement have been completed prior to final release of the consultant. The Local Agency should evaluate the consultant's performance and retain this in their records, (see Appendix 31.913).

Appendixes

31.91 Sample Personal Services Contract for Appraiser

31.92 Sample Consultant Agreement for Negotiation Services

31.93 Information Required in Agreements for Non-CA Agencies

31.94 Sample Advertisement

31.94(a) Submittal Information Form (Prime)

31.94(b) Submittal Information Form (Sub-consultant)

31.95 Request for Sole Source Consultant Services

31.96 Independent Estimate for Consulting Services

31.97 Consultant Fee Calculation Worksheet

31.98 Sample Record of Negotiations

31.99 Local Agency Standard Consultant Agreement, includes Exhibits A-1 Scope of Work, A-2 Task Order Assignment, B-1 DBE Utilization Certification, C Electronic Exchange of Engineering and Other Data, D-1 Lump Sum Payment, D-2 Cost Plus Fixed Fee Payment, D-3 Negotiated Hourly Rate Payment, D-4 Provisional Hourly Rate Payment, E-1 Consultant Fee Determination Sheet—Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work, E-2 Consultant Fee Determination Worksheet—Specific Rates of Pay, F Breakdown of Overhead Cost, G Subcontracted Work, G-1 Subconsultant Fee determination Worksheet, G-2 Breakdown of Subconsultants Overhead Cost, H Title VI Assurances, I Payment Upon Termination of Agreement, J Alleged Consultant Design Error Procedures, K Consultant Claim Procedures, L Supplemental Language for Insurance Requirements, M-1(a) Certification of Consultant, M-1(b) Certification of Agency Official, M-2 Debarment Certification, M-3 Federal Fund Restrictions, M-4 Current Cost or Pricing Data

31.910 Supplemental Signature Page for Standard Consultant Agreement

31.911 Supplemental Agreement

31.912 Sample Invoice Tracking Sheet

31.913 WSDOT Performance Evaluation Consultant Services

PERSONAL SERVICES CONTRACT

It is mutually agreed between the Washington State Department of Transportation, hereinafter referred to as the "Department," and the undersigned, hereinafter referred to as the "Contractor," that:

1. The Contractor shall provide the services specified in Section 18 of this contract. The Contractor shall not be entitled to compensation for the services rendered under the terms of this contract unless and until the services are satisfactory to the Department. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the contract on the part of the Contractor; and/or compensation due the Contractor shall be decided by the Chief Right of Way Agent, Department of Transportation. All reports called for under the terms of this contract shall become the property of and shall be retained by the Department.
2. The Department shall have the right to cancel services under the terms of this contract by giving notice by certified mail to the Contractor, and shall be liable for services at the rates specified herein, less any prior interim payments only to the date of receipt of such notice by the Contractor. Upon payment of such sums, the Department shall be discharged from all liability to the Contractor and this contract shall be terminated.
3. If, due to the Contractor's error or oversight, corrections to the services contracted for herein are necessary, the Contractor will make such corrections at no additional cost to the Department and will submit such corrections to the Department within ten (10) days of receipt of the Department's request.
4. The services to be furnished under the terms of this contract shall be performed by the Contractor and the Contractor's bona fide employees, and shall not be delegated or subcontracted to any other person or firm.
5. The Contractor warrants that it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this contract; and that it has not paid or agreed to pay to any company, person or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract
6. During the performance of this contract, the Contractor, for itself, its assigns and successors in interest, agrees as follows:
   a. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. The Contractor shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any regulations adopted thereto.
   b. NONDISCRIMINATION: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
   c. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the above grounds
   d. INFORMATION AND REPORTS: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, or other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, directives, or laws. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
   e. SANCTIONS FOR NONCOMPLIANCE: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate Including but not limited to:
      (1) withholding of payments to the contract until the contractor complies, and/or
      (2) cancellation, termination or suspension of the contract, in whole or in part
   f. INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraphs a through e in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration

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may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor warrants that, if it is fully or partially employed by any public agency other than the Department, its acceptance of this contract is with the consent of such agency; that the Contractor shall spend no time in the performance required in this contract during which time the Contractor would normally be employed and paid by such agency; and that the acceptance of this contract will not interfere with any obligations the Contractor may have to such agency.
8. The Contractor agrees to indemnify, defend and hold the State and its officers and employees harmless from and shall process and defend all its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Contractor's and/or its subcontractor's performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Contractor to indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the conduct of the State, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees and (b) the State, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
9. The Contractor agrees that any duly authorized representative of the Department or of the Federal Highway Administration in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the Contractor involving the services provided under the terms of this contract at any time during normal business hours during the life of this contract and for three years after the date of the final payment under this contract.
10. The Department is contracting for the Contractor's independent performance of the specified services. Should the Department employ another contractor to perform the same services, the Contractor shall not discuss or otherwise exchange information with such other contractor.
11. The Contractor will not commence work under this contract, or any revision thereto, until a commencement date is provided in writing by the Department. Billings for services performed prior to the said commencement date will not be honored.
12. In the performance of the services under this contract, the Contractor shall comply with all applicable Departmental regulations, State and Federal laws, regulations and procedures.
13. The Contractor shall remove any employee from assignment to perform services under this contract immediately upon receipt of written request to do so from the Department's Chief Right of Way Agent.
14. The Contractor shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the Department free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
15. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this contract as to all the Contractor's employees, and as to all the duties, activities, and requirements of the Contractor in the performance of this contract.
16. Upon completion or termination of this contract, the Contractor shall turn over all documents, records and file materials to the Department
17. The services required under this contract are in connection with the following project:
    Project No.: _____ ; Title: _____

    Federal Aid No.: _____; Charge No.: _____
18. The Contractor shall provide the following described services under the terms of this contract:

19. The Contractor shall be paid _____ dollars ($ _____) for all services and expenses under this contract; provided that the total reimbursement under this contract shall not exceed _____ dollars ($ _____). Such payment shall include all the Contractor's expenses in the performance of this contract unless otherwise specified in Section 25. The Contractor's invoice shall include: the project title, parcel numbers, description of the service rendered, the number of days or partial days allocable to each parcel, and the dates worked.
20. The project for which the services of the Contractor are required may involve litigation of claims against or brought by the State. All work performed by the Contractor is strictly confidential. No disclosure of the work performed by the Contractor shall be permitted without the prior express consent of the Department. The services to be performed

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under this contract do not include services as an expert witness; in the event of the commencement of litigation, services as an expert witness would be the subject of a separate agreement.

21. The Contractor shall satisfactorily complete the services contracted for herein on or before _____ On said date this contract shall terminate. Billings for services performed after the said termination date will not be honored.
22. Revisions to this contract may be made only by the mutual agreement of both parties to this contract to execute a Contract Revision.
23. To assist the Contractor in fulfilling the termination of this contract, the Department will furnish the following:

24. The Appraisal Program Manager, Joseph H. Granger, (206)753-6239, will supervise the performance of this contract and is the Contractor's contact with the Department in all matters pertaining to this contract.
25. Special provisions:

26. This Personal Service Contract is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Secretary of Transportation or his duly authorized representative.

Dated this _____ day of _____

Approved as to form:

/S/ 10-26-81
Assistant Attorney General, Date

Contract proposed by:

_____
Appraisal Program Manager,WSDOT Date

Accepted and Approved:
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

_____
By

_____
Title

_____
Date

CONTRACTOR

_____
By

_____
Title

_____
Typed Name

_____
Address

_____

_____

_____
Phone Tax ID Number

_____
Contract Number

Federal Aid No._____

CONSULTANT AGREEMENT FOR NEGOTIATION SERVICES

THIS AGREEMENT, made and entered into on this _____ day of _____, 198____, by and between the CITY/ COUNTY of _____, WASHINGTON, hereinafter called the "AGENCY," and the consulting firm of _____ whose address is _____ _____, the location in Washington State at which work will be available for inspection, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY has not sufficient qualified employees to accomplish the Right-of-Way Acquisition and Relocation Services on this proposed contract and the AGENCY deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting firm to provide the necessary acquisition services, and

WHEREAS, the CONSULTANT has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth herein.

NOT, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

I
PROJECT IDENTIFICATION

The project is entitled: _____. The property is located in _____ (Section, Township, and Range). The project consists of _____ parcel(s) of real property to be acquired for highway purposes, and as shown on the AGENCY right-of-way plans which is made reference to and made a part of this contract.

II
SCOPE OF WORK

The CONSULTANT shall acquire on behalf of the AGENCY the real property referenced in Section I of this Agreement, using procedures specified by the AGENCY and in accordance with the Washington State Department of Transportation *Right-of-Way Manual*, which by this reference is made a part of this Agreement.

The service rendered by the CONSULTANT shall be as follows:

A. APPRAISAL:

The CONSULTANT shall furnish appraisals on all parcels in the project to the AGENCY. The AGENCY shall provide for appraisal review. The appraisals will conform to the form shown in *LOCAL AGENCY GUIDELINES MANUAL*, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION which by reference is made a part of this Agreement.

(If appraisal is not to be included in Agreement, then strike out.)

B. ACQUISITION:

Upon notification and receipt of Determination of Value from the AGENCY, the CONSULTANT will commence negotiations. If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, then the CONSULTANT shall provide the AGENCY with written notification. The filing of condemnation proceedings shall be the responsibility of the AGENCY.

Upon completion of negotiations with property owners and clearing of all lien encumbrances, the CONSULTANT shall transmit to the AGENCY all instruments, including payment vouchers, for their acceptance or rejection. The recording of instruments and payment to property owner will be the responsibility of the AGENCY.

C. RELOCATION ASSISTANCE:

The Contractor will provide relocation assistance services to all displacees on the project in accordance with state and federal standards, and as directed by the County.

III
OBLIGATIONS OF CONSULTANT

A. CONSULTANT shall prepare all documents necessary to convey to the AGENCY, valid title to the needed rights-of-way and report the results of negotiations, working time, and business expense on the project.

B. CONSULTANT shall assure that no less than three personal contacts are made with each interested party (owner) in order to acquire valid title to needed property rights as shown on the project map or as instructed in writing by the AGENCY.

C. CONSULTANT shall on the first (but no later than the second) contact explain the AGENCY's offer orally and in writing and request execution of appropriate conveyance by the owner to the AGENCY of needed rights-of-way in consideration of the amount of the offer made.

D. CONSULTANT shall assure that negotiations shall be performed only to the limit of authority delineated by the title reports, project maps, determination of fair market value, manual of procedures, acquisition schedule, or written instructions issued by the AGENCY.

E. CONSULTANT shall assure that a complete, legible diary of each contact to include the time, place, amount of offer, to whom offer was made, all parties present, and owner's response in a form furnished by the AGENCY and to be returned to the AGENCY for permanent records.

F. CONSULTANT shall attempt to obtain release of all liens of encumbrances necessary to vest valid title to required property rights in the AGENCY, however, such liens or encumbrances that cannot be released, the CONSULTANT shall notify the AGENCY in writing for instructions.

G. CONSULTANT on or before project cut-off date shall furnish transmittal of diary, miscellaneous correspondence, vouchers, and valid conveyances pursuant to all negotiated transactions or written recommendations pursuant to future negotiations in those cases where settlement failed. All work shall be submitted as completed to the AGENCY for acceptance or rejections.

H. CONSULTANT shall provide relocation assistance to persons or businesses that will be displaced, computing relocation benefits, monitoring progress of individual relocations, and work within the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act.

I. CONSULTANT shall work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

J. CONSULTANT shall abide by decisions made by the AGENCY on questions concerning acceptability of work performed on the project. All decisions made by the AGENCY are final.

K. CONSULTANT shall correct any deficient work performed by him or his employees on the project and deliver corrected work to the AGENCY at his own expense. Corrected work shall be delivered to the AGENCY within _____ days from the date of request.

L. CONSULTANT shall remove any employee from assignment to this project immediately upon written request by the AGENCY.

M. The CONSULTANT agrees to make available for inspection and audit all records of this Agreement to the AGENCY, state, and federal governments at any time during the term of this Agreement and for a period of three years from the date of final payment.

N. CONSULTANT shall be available for consultation with AGENCY, state, and federal representatives after completion of this Agreement should the need arise.

Note: Either of the following two (2) sentences should be added:

1. Said consultation shall be a part of this Agreement if it has to do with explanation of costs and settlement and be of no further cost to the AGENCY.

2. Said consultation shall be contracted for by separate agreement if it involves litigation.

Note: If appraisals are being subcontracted for then, agreement should state the name and address of firm or individual, amount of contract, and show amount (charge) for each parcel.

IV
OBLIGATIONS OF AGENCY

A. AGENCY shall furnish applicable manuals of procedures, appropriate policy directives concerning procedures or expense reimbursement, deviating instructions in writing, acquisition schedule, title reports, appraisals, determinations of fair market value, project maps, engineering data, all printed forms for conveyancing or reporting negotiated transactions or recommendations according to AGENCY procedures.

(If any of the above are to be part of CONSULTANTS obligations then remove.)

B. The AGENCY shall furnish final decisions in writing on questions not covered by the above material.

C. The AGENCY shall review and accept (approved) or reject any work performed by the CONSULTANT on the project in ten (10) days or less from the date of receipt by the AGENCY.

D. The AGENCY shall provide the following for use by the CONSULTANT in the acquisition of rights-of-way for this project:

1. Office spaces.
2. Telephone.
3. Typing and duplicating equipment.
4. Stationery.
5. Postage.

(The above paragraph may not be included; if so, remove.)

V
COMPENSATION

A. The CONSULTANT shall be paid on a ___(day/mo)___ basis for work satisfactorily completed based upon the following specified rates and such rates will be applicable throughout the life of the Agreement.

Project Manager	$_____ per (hr/day/month)
Negotiator (acquisition agent)	$_____ per (hr/day/month)
Appraiser (eliminate appraiser if not part of agreement)	$_____ per parcel
Relocation Agent	$_____ per (hr/day/month)
Meals and Lodging	Actual expense not to exceed State of Washington's per diem expense.
Travel	As authorized by Agency in writing.
Mileage (automobile)	$_____ per mile for on job costs
Miscellaneous	Actual expense, such as parking, ferry charges, photo copy costs, long distance phone costs, etc.

B. The CONSULTANT shall on or before the _____ day of each month, invoice the AGENCY for services rendered during the previous month identifying the project, parcels worked on, and days worked. CONSULTANT will also provide a written progress report on this project on a monthly basis.

C. The total reimbursement of compensation and expenses for services under provisions of this Agreement is estimated to be: $_____. The amount shall not be exceeded without execution of an amendment to this Agreement.

Reimbursement is based on the following:

Photographs	$_____
Research Property Owners Address	$_____
Prepare and Mail Preacquisition Letters	$_____
Prepare and Deliver Formal Offer Letters	$_____
Prepare Legal Descriptions	$_____
Negotiation Labor	$_____
Appraisal	$_____
Relocation Services	$_____
Processing	$_____
Prepare Conveyance Documents	$_____
Misc. Meetings and Progress Reports	$_____
TOTAL	$_____

(Portions not needed should be eliminated.)

VI
TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the AGENCY. The time required, in calendar days, for completion of all work under this Agreement shall be _____ days following written authorization to begin.

Established completion time shall not be extended because of any unwarranted delays attributable to the CONSULTANT, but may be extended by the AGENCY or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the CONSULTANT.

B. Upon completion of this Agreement all documents and records shall be turned over to the AGENCY.

VII
AMENDMENTS AND REVISIONS

Should the AGENCY make changes within the scope of this Agreement by giving notice to CONSULTANT and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this Agreement, an appropriate adjustment shall be made. No change by CONSULTANT shall be recognized without written approval by the AGENCY. Nothing in this article shall excuse CONSULTANT from proceeding with performance of the Agreement as changed hereunder. All changes shall be submitted as an amendment to the basic Agreement and approved by the State of Washington, Department of Transportation, before the work is undertaken in order to become eligible for federal participation.

VIII
ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement in whole or in part, nor shall CONSULTANT subcontract any of the work to be performed herein without the prior written consent of the AGENCY.

IX
TERMINATION OF CONTRACT

A. Agency may terminate this contract by notifying CONSULTANT _____ days in advance of termination in writing by Certified Mail of its intentions so to do at any time and for any reason whatsoever. In the event of such termination, AGENCY shall be obligated to reimburse CONSULTANT for services performed and expenses incurred to date of termination at the rates set forth under Articles _____ and _____ herein, less prior interim payments, if any. Upon payment of such sums, AGENCY shall be discharged from all liability to the CONSULTANT hereunder and this Agreement shall be considered terminated unless extended in writing by mutual agreement between the parties hereto.

B. Upon termination of contract under Paragraph A above, all documents, records, and file materials shall be turned over to the AGENCY by the CONSULTANT.

C. All services to be rendered under this contract shall be subject to direction and approval of the AGENCY.

X

EMPLOYMENT

The CONSULTANT warrants that he had not employed or retained any company or person, other than a bona fide employe working solely for the CONSULTANT, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT, while engaged in the performance of any work or services required by the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the AGENCY and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part-time basis, or other basis, during the period of the Agreement, any professional or technical personnel who are, or have been at any time during the period of this Agreement, in the employ of the FHWA, state, or AGENCY, except regularly retired employees, without written consent of the public employer of such person.

If during the time period of this Agreement, the CONSULTANT finds it necessary to increase his professional, technical, or clerical staff as a result of this work, he will actively solicit minorities through his advertisement and interview process.

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest, hereinafter referred to as the CONSULTANT, agrees as follows:

A. COMPLIANCE WITH REGULATIONS: The CONSULTANT will comply with the regulation of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.

B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it, will not discriminate on the grounds of race, religion, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix A-11 of the Regulations.

C. SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, national origin, or sex.

D. INFORMATION AND REPORTS: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instruction issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required by a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY or the FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the discrimination provisions of this contract, the AGENCY shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

2. Cancellation, termination, or suspension of the contract in whole or part.

F. INCORPORATION OF PROVISIONS: The CONSULTANT will include the provisions of paragraph (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the AGENCY or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XI
INSURANCE

Prior to beginning work under this Agreement, CONSULTANT shall provide evidence that policies providing the following coverage and limits of insurance are in full force and effect.

1. GENERAL COMPREHENSIVE LIABILITY: With respect to liability for injuries to or death of persons and with respect to liability for destruction of or damage to property, the insurance coverage shall be $500,000 combined single limit and such coverage shall include the special provisions listed below:

   a. The AGENCY shall be as an additional insured and the coverage shall be applicable to and protect the AGENCY from liability arising from or relating to CONSULTANT's activities relating to this Agreement. Such insurance shall be primary and other insurance maintained or carried by the AGENCY shall be separate and distinct and shall not be contributing with the insurance listed hereunder.

   b. Such insurance shall include a "Cross Liability" or "Severability of Interest" clause.

   c. Such insurance shall not include explosion, collapse, or underground exclusions commonly referred to as the "XCU" hazards.

2. AUTOMOBILE COMPREHENSIVE LIABILITY: With respect to liability for injury to or death of persons and with respect to liability for destruction of or damage to property, the AGENCY shall be insured and the insurance coverage shall be $500,000 combined single limit. Such insurance shall be primary and other insurance maintained or carried by the AGENCY shall be separate and distinct and shall not be contributing with the insurance listed hereunder.

Failure of either or all of the insured to report a claim under such insurance shall not prejudice the rights of the AGENCY thereunder. The AGENCY will have no obligation for the payments of premiums because of its being an insured under such insurance. None of the policies issued pursuant to the requirements contained herein shall be cancelled, allowed to expire, or changed in any manner so as to affect the rights of the AGENCY thereunder until thirty (30) days after written notice of such intended cancellation, expiration, or change.

XII
WAGE AND HOURS LAW COMPLIANCE

CONSULTANT shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the AGENCY free, clear, and harmless from all actions, claims, and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

XIII
SOCIAL SECURITY AND OTHER TAXES

CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fee, licenses, excises, or payments required by any city, county, federal, or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the CONSULTANT and as to all duties, activities, and requirements by the CONSULTANT in performance of the work on this project and under this contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

XIV
DAMAGE CLAIMS

CONSULTANT shall indemnify and hold harmless the AGENCY from and against all claims for any and all damage, including but not limited to claims for damage to property or claims of misrepresentation in negotiations, due to negligence of the CONSULTANT or its employees including court costs and attorney's fees, if any.

XV
CONTENT AND UNDERSTANDING

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiation whether oral or written not set forth herein or in written amendments hereto duly executed by both parties.

XVI
ATTORNEY'S FEES

If the AGENCY brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CONSULTANT, declaratory or otherwise, arising out of this Agreement or if CONSULTANT brings any action or suit against the AGENCY, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid it reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

XVII
INDEPENDENT CONTRACTOR

The CONSULTANT shall at all times be an independent contractor and not an employee of the AGENCY, and shall not be entitled to compensation or benefits of any kind except as specifically provided for herein.

XVIII
NOTICES

Any notice given by either party to the other hereunder shall be served, if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Agreement. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

XIX
CONFLICT OF INTEREST

The CONSULTANT hereby affirms that he has no present or contemplated future personal interest in the property, which is the subject matter of this Agreement.

XX
GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington.

XXI
AUTHORIZED REPRESENTATIVE

In performing the services defined herein, CONSULTANT shall report to:

Telephone Number
CONSULTANT's Representative is:
Telephone Number

XXII
APPROVAL OF AGREEMENT

This Agreement shall become effective upon execution by the parties hereto.

_____	_____
(Consultant's Name)	(Agency)
By: _____	By: _____
(Title)	(Title)
APPROVED FOR USE:	APPROVED AS TO FORM:
_____	_____
Director of Real Estate Services Washington State Department of Transportation	(Agency Title)

Appendix 31.93 Information Required in Agreements for Non-CA Agencies

The following information must be included in agreements between non CA agencies and the consultant and is subject to approval by H&LP prior to execution:

1. Project location and termini.
2. A description of the work in sufficient detail so that an estimate of cost can be reasonably checked against the work.
3. An estimate of the total project cost.

   Note: The above items are found in the Project Prospectus (Chapter 21).

4. A statement that the agency "does not have adequate qualified personnel to perform the additional work within the time limit."
5. The approximate number of calendar days required by the consultant to do the work.
6. A supporting estimate showing the breakdown of work, including work-hours and average rate per work-hour, overhead and profit, and direct non-salary items that may be used during the life of the contract. This estimate should be itemized so that the selected consultant may fill out a similar estimate. Separate phases of work (i.e., preliminary engineering, construction engineering) shall be shown separately.

   The estimate must be prepared using WSDOT Form 140-012, "Independent Estimate for Consulting Services" (see Forms). Show the date prepared and the signature of the person preparing the estimate. The estimate must be prepared prior to any negotiation with a consultant. The person preparing the estimate must be an agency employee or another consultant.

7. The selection procedures used in making their decision.

AGENCY NAME NOTICE TO CONSULTANTS FOR

PROJECT NAME

The AGENCY NAME solicits interest from consulting firms with expertise in Civil and Structural Design. Consultants will be considered for the following project.

PROJECT DESCRIPTION

The work to be performed by the CONSULTANT consists of preparing preliminary engineering and PS&E for improvement of 36th Street East to Jovita Boulevard East. The proposed improvements include widening the road to accommodate four lanes of traffic, improving intersection radii, increasing left turn storage, revisions to existing signal systems in order to accommodate the proposed improvements, and construction of retaining walls to provide for roadway widening. The major features of the project are as follows:

- Approximately 1.74 miles of widening for two additional lanes.
- Improving intersection radii to meet design standards.
- Environmental planning and preparation of permit applications.
- Signal modifications and design.
- Structural design for retaining walls and culvert extensions/replacements.
- Determination of R/W needs and R/W plan preparation.
- A partnering effort is possible to assist with short project schedule, coordination of management, decision-making, and interaction with the (Agency name) regarding structural issues and reviews.

SUBMITTAL

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

Submittals will be evaluated and ranked based on the following criteria:

1) Key personnel; 2) Firm experience with PS&E; 3) Firm experience with environmental planning and permitting process; 4) Ability to meet schedule; 5) Approach to project; 6) Familiarity with relevant codes and standards; 7) Past performance/references; 8) Ability to provide M/WBE participation.

Double rating will be given to criteria #2.

AGENCY NAME encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit FOUR copies of your Statement of Qualifications to: Director of Services Consultant Agency Name, Address, and Contact Person by April 7, 2002 not later than 10:00 AM. No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Director of Consultant Services, at Agency Phone

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling collect (Alternate format Phone) dates of Publication: February 15, 1999 and February 22, 1999.

Dates of publication: June 21, 1999, and June 28, 1999.

Submittal Information Form

Project Name or Roster Category:

Prime

Firm Name:			
Address:			
City:	State:	Zip Code:	County:

Phone:	Fax:	Company Web Site:
Fed. Tax ID Number:	Unified Business Identifier Number:	D/M/WBE Certification Number:
Year Firm Established:	SIC Code (Name):	NAICS Code (Name):
Contact Person Regarding This Submittal's Information:		

Firm Type:

[ ] Sole Proprietor [ ] Partnership [ ] C – Corp. [ ] Limited Partnership [ ] Subchapter S Corp. [ ] Limited Liability Company

Annual Gross Receipt:

[ ] $0 to $1 Million [ ] $1 Million to $5 Million [ ] $5 Million to $10 Million [ ] $10 Million to $15 Million [ ] Over $15 Million

Firms Areas of Expertise:

Note:

Firm Name: Please ensure that the firm name listed is the same firm name that is legally assigned to the federal tax ID number. Please do not use: DBA's – Doing Business As; Combination names when two firms are working together; derivatives of your legal name; Acronyms; etc.

Unified Business Identifier (UBI) Number: If your firm does not have a UBI number for Washington State, please put pending in the box. You will be required to acquire a UBI Number if you are awarded the contract.

Submittal Information Form

Project Name or Roster Category:

Sub-consultant

Firm Name:			
Address:			
City:	State:	Zip Code:	County:

Phone:	Fax:	Company Web Site:
Fed. Tax ID Number:	Unified Business Identifier Number:	D/M/WBE Certification Number:
Year Firm Established:	SIC Code (Name):	NAICS Code (Name):
Contact Person Regarding This Submittal's Information:		

Firm Type:

[ ] Sole Proprietor [ ] Partnership [ ] C – Corp. [ ] Limited Partnership [ ] Subchapter S Corp. [ ] Limited Liability Company

Annual Gross Receipt:

[ ] $0 to $1 Million [ ] $1 Million to $5 Million [ ] $5 Million to $10 Million [ ] $10 Million to $15 Million [ ] Over $15 Million

Firms Areas of Expertise:

Note:

Firm Name: Please ensure that the firm name listed is the same firm name that is legally assigned to the federal tax ID number. Please do not use: DBA's – Doing Business As; Combination names when two firms are working together; derivatives of your legal name; Acronyms; etc.

Unified Business Identifier (UBI) Number: If your firm does not have a UBI number for Washington State, please put pending in the box. You will be required to acquire a UBI Number if you are awarded the contract.

Checklist for Submitting a Request for Sole Source Consulting Services

(Adapted in part from a WSDOT Memorandum: Request for Consultant Services, A&E Services Project Specific Sole Source)

The following checklist must be provided with requests to use sole source consultant services, rather than competitive bid procedures, on a project:

Agency: _____Date: _____

Project Title: _____ Federal-Aid Number _____

A. Checklist for a Supplement to an Existing Agreement

Description of the Existing Project:

Initials	Date or N/A	Checklist Items for a Supplement to an Existing Agreement
_____	_____	Date the project was originally advertised.
_____	_____	Date the original Agreement was executed.
_____	_____	Completion date of the original Agreement.
_____	_____	Total dollar amount of the original Agreement _____
_____	_____	Date Supplemental Agreement Number 1 was executed.
_____	_____	Completion date of Supplemental Agreement Number 1.
_____	_____	Total dollar amount of Supplemental Agreement Number 1 _____
_____	_____	Describe the reason(s) for Supplemental Agreement Number 1:

(*Note: Using an electronic form of this checklist, provide the above information for each existing Supplemental Agreement, numbering the Supplements sequentially.)*

B. Checklist for Both a New Agreement and Supplement to an Existing Agreement

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
_____	_____	Describe the proposed project for the Sole Source Agreement:
_____	_____	State the specific intended purpose of the Agreement and describe the services and/or deliverables that are needed: *(Note: If two or more phases of work are anticipated, describe each phase separately.)*
_____	_____	Date that the sole source consulting services are desired.
_____	_____	Duration of work/phase 1 of work _____ *(Repeat this line for each phase of work, numbering them sequentially.)*
_____	_____	Describe the funding sources of the project (including participation percentages):
_____	_____	Provide the estimated cost of the services that will be performed by the sole source consultant _____
_____	_____	Provide the estimated cost of services to be provided by a subconsultant _____ _____
_____	_____	Describe the work to be performed by a subconsultant:

(Note: Provide the above information for each subconsultant.)

Initials	Date or N/A	Checklist Item
_____	_____	Provide justification for the use of sole source consultant services (i.e., how it was determined that competitive procurement is not appropriate for this project) by giving an explanation to the items listed below:
_____	_____	Describe the unique nature of the services and/or the unique qualifications, abilities or expertise of the consultant to meet the agency's needs (e.g., describe how they are highly specialized or one-of –a-kind, include other factors which may be considered, such as what is their past performance, cost effectiveness [learning curve], and /or the follow-up nature of the required services):
_____	_____	Describe other special circumstances which may be relevant, such as confidential investigations, copyright restrictions or time constraints. If time constraints are applicable, identify when the agency was on notice of the need for the services and the entity that imposed the constraints, explain the authority (if not obvious) of the entity to impose them, and provide the timelines within which the work must be accomplished.
_____	_____	Describe the availability of consultants in the location required (e.g., if the proposed consultant is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected):
_____	_____	Disadvantaged Business Enterprise (DBE) goals may apply on a federally funded project. Explain reason(s) for waiving DBE participation goals:

AGENCY

_____

Signature of Agency Official Date

RECOMMENDED APPROVAL:

_____

Region Local Programs Engineer Date

APPROVAL:

_____

Highways and Local Programs Date

Washington State Department of Transportation

Independent Estimate For Consulting Services

Direct Salary Cost (Composite) :

Breakdown Of Work	Manhours	Average Rate Of Pay	Estimated Cost
Totals			

Overhead Cost (including payroll additives) _____ % $ _____

Net Fee _____ % $ _____

A. Travel and Per Diem $ _____

B. Reproduction Expenses $ _____

C. Computer Expense $ _____

D. Communication $ _____

E. Sampling and Testing $ _____

F. Outside Consultants $ _____

G. Other (Specify) $ _____

Total $ _____

Contingencies _____ %

Sub-total $ _____

*Contingencies $ _____

Grand Total $ _____

* Use only on cost plus net fee type of payment

Agency	File No.	Project No.
Project Title		
Estimate Prepared By: (signature)	Date	

DOT Form 140-012 EF
Revised 9/98

Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	***Rate***	***Weight***	***Value***
Degree of Risk	25		
Relative Difficulty of Work	20		
Size of Job	15		
Period of Performance	15		
Assistance by the Agency	15		
Sub-consulting	10		
Total			

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicate the fair and reasonable fixed fee and/or profit percentage of the direct (raw) labor costs for the agreement and/or supplement.

Degree of Risk:

Where the design involves no risk or the degree of risk is very small the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than contracts without options for which quantities are provided. Other things to consider: nature of design, responsibility for design reasonableness of negotiated costs, amount, and type of labor included in costs, amount of executive management/ principal time required.

Relative Difficulty of Design:

If the design is most difficult and complex, the weighting should be .35 and should be proportionately reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design, what is the time schedule; etc.; and rehabilitation of new work.

Size of Job:

All agreement (estimated) total costs less $100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between $100,000 and $5,000,000 may be proportionately weighted from .34 to .21. Agreements from $5,000,000 to $10,000,000 may be proportionately weighted from .21 to .17 and work in excess of $10,000,000 at .17

Period of Performance:

Agreements and/or supplements that are 24 months or longer, are to be weighted at .35. Agreements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than two (2) months.

Assistance by the Agency:

To be weighted from .35 in those situations where few items are provided by the agency to .17 in those situations where the agency provides many items. Things to consider: existing design or plans, mapping, quantities, surveys, geotechnical information, etc.

Sub-consulting:

To be weighted in proportion to the amount of sub-consulting. Where 40% or more of the design is to be contracted, the weighting is to be .35 and such weighting proportionately decreased to .17 where all the design is performed by the consultant's own forces.

Note: If the Federal Highway Administration (FHWA) funds the project, the allowable fixed fee/profit percentage may not exceed 15% of direct labor plus overhead costs. In addition, the fixed fee/profit percentage may not exceed 35% of direct labor costs only.

When considered necessary because of unusual circumstances or local conditions, the range of weight may be increased above .35 if supported by adequate justification and approval of Highways and Local Programs.

Date: 3/25/99
Name & Job Title: John Doe, PW Contracts Mgr.
_____ (signature)

Action	Date
1. Consulting firm of Acme Consulting selected.	2/15/99
2. Independent cost estimate of $953,000.00 prepared by agency to address the following*: Develop design for Timermann Rd. Realignment from MP 53 to MP 57; including pre-engineering services of biological assessment, & NEPA/SEPA documentation.	2/25/99
3. Meeting held with consultant to ensure thorough understanding of the scope of work.	2/20/99
4. Consultant provided scope of work; request for proposal solicited.	2/15/99
5. Consultant submitted proposal in the amount of $ 1,203,000.00.	2/27/99
6. Agency compared proposal with independent estimate and negotiation objectives were established.	3/3/99
7. Agency negotiator contacted/ met with the consultant and identified the following as items which needed revision (i.e., excessive or insufficient principal/ management involvement, high overhead, | unallowable costs).** Mark-ups on two subconsultants for environmental work not allowable; overhead rate of 35% too high based on nature of the work and degree of risk; consultant management & principal attendance redundant at meetings; subconsultant time excessive*	3/5/99
8. Agency revised detailed cost estimate based on negotiations.**	3/15/99
9. Consultant submitted revised proposal with following changes: ** Removed $53,000 in subconsultant mark-ups; overhead rate reduced to 26%; reduced management attendance with principal to 2 meetings.*	3/20/99
10. Agency accepted final fee proposal of $1,000,000.00 to address the following: Develop design for Timermann Rd. Realignment from MP 53 to MP 57; including pre-engineering services of biological assessment, and NEPA/SEPA documentation to be completed by Ace Engineering Services as subconsultant.*	3/23/99
11. (or alternately) Agency could not agree to final proposal and notified the consultant in writing of this fact.	*3/23/99*

The negotiations were conducted in good faith to ensure the fees were fair and reasonable. The procedures outlined in the LAG manual were followed.

**Additional detail should be expanded upon with documentation.*
***These steps should be repeated as often as necessary, with documentation.*

This example has been simplified and does not include the level of detail typically found in a complete record of negotiations.

Firm Name and Address:	Agreement Number:
Federal Employer Identification Number:	Unified Business Identifier (UBI) Number:
Completion Date:	Execution Date:
Federal Aid Number:	1099 Form Required: Yes No
Project title and description of work:	
DBE Participation (If below $250,000, participation is race-neutral) Yes No MBE Participation Yes No WBE Participation Yes No	Total Amount Authorized Management Reserve Fund Maximum Amount Payable

Index of Exhibits

Exhibit "A" - Scope of Work

Exhibit "B" - DBE Participation

Exhibit "C" - Electronic Exchange of Engineering and Other Data

Exhibit "D" - Payment (by Agreement Type)

Exhibit "E" - Consultant Fee Determination

Exhibit "F" - Breakdown of Overhead Cost

Exhibit "G" - Subcontract Work/Fee Determination

Exhibit "H" – Title VI Assurances

Exhibit "I" – Payment Upon Termination of Agreement

Exhibit "J" – Alleged Consultant Design Error Procedures

Exhibit "K" – Consultant Claim Procedures

Exhibit "L" – Liability Insurance Increase

Exhibit "M" – Certification Documents

(Note: The electronic version of WSDOT's 2004 Professional Services Consultant Agreement, Negotiated Hourly Rate, was revised to prepare this draft of the Local Agency Standard Consultant Agreement. However, WSDOT Does not represent that this sample contract form meets specific state or federal legal requirements with which a particular local agency or jurisdiction must comply. Local agencies should also comply with any applicable municipal ordinance, regulations or policies. Local agencies should consult their own legal advisor when entering into contracts with consultants.)

THIS AGREEMENT, made and entered into this _____day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced PROJECT; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the AGENCY.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- American with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to ***de novo judicial review***. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars ($2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars ($1,000,000).

C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over $100,000 and Exhibit "M-4" is required only in AGREEMENTS over $500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

CONSULTANT

Signature Date

AGENCY

Signature Date

Exhibit A-1

Scope of Work

Project No._____

Documents To Be Furnished By the Consultant

Exhibit A-2

Scope of Work

(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will b e the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

A._____
B._____
C._____
D._____
E._____
F._____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, sub consultants, or organizations whose rates were not previously established in the AGREEMENT shall be provisional and subject to final negotiations and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated:_____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B-1

Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

DOT Form 272-056 EF
Revised 6/2004

Exhibit C

Electronic Exchange of Engineering and Other Data
(Adapted from Exhibit C of WSDOT's Agreement)

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

- A. Survey Data
- B. Roadway Design Files
- C. Computer Aided Drafting Files
- D. Specify the Agency's Right to Review Product with the Consultant
- E. Specify the Electronic Deliverables to Be Provided to the Agency
- F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Identify Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

- A. Agency Software Suite
- B. Electronic Messaging System
- C. File Transfers Format

Exhibit D-1

Payment (Lump Sum)

(Note: This is revised from the WSDOT Lump Sum Agreement.)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as
provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

   1. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

   2. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

(Note: This is revised from the WSDOT Cost Plus a Fixed Fee Agreement.)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

   a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

   b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3 Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'STravel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-3

Payment (Negotiated Hourly Rate)

(Note: This is revised from the WSDOT Negotiated Hourly Rate Agreement.)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs: Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures.. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said

Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4

Payment (Provisional Hourly Rate)

(Note: This is revised from the WSDOT Provisional Hourly Rate Agreement)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

   In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Non-Salary Costs: Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'STravel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an
   overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1

Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: _____

Direct Salary Cost (DSC)**:**

Classification	Man Hours		Rate	=	= Cost
		X		$	
		X			
		X			
		X			
		X			
		X			
		X			
		X			
		X			

Total DSC = $ _____

Overhead (OH Cost -- including Salary Additives)**:**

OH Rate x DSC of _____ % x $ _____ _____

Fixed Fee (FF)**:**

FF Rate x DSC of _____ % x $ _____ _____

Reimbursables:

Itemized _____

Subconsultant Costs (See Exhibit G)**:** _____

Grand Total _____

Prepared By: _____ Date: _____

Exhibit E-2

Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay Fee Schedule)

Discipline or Job Title	Hourly Rate	Overhead @ _____ %	Profit @ _____ %	Rate Per Hour

Exhibit F

Breakdown of Overhead Cost

Account Title	$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		

Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Exhibit G-1

Subconsultant Fee Determination - Summary Sheet

Project: _____

Direct Salary Cost (DSC)**:**

Classification	Man Hours		Rate	=	Cost
_____	_____	X	_____	$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____

Total DSC = $ _____

Overhead (OH Cost -- including Salary Additives)**:**

OH Rate x DSC of _____ % x $ _____ = _____

Fixed Fee (FF)**:**

FF Rate x DSC of _____ % x $ _____ = _____

Reimbursables:

Itemized = _____

Grand Total = _____

Prepared By: _____ Date: _____

Exhibit G-2

Breakdown of Subconsultants Overhead Cost

Account Title	$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I

Payment Upon Termination of Agreement By the Agency Other Than for Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

(Adapted from Chapter 14 of WSDOT's Consultant Services Procedures Manual)

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manger and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

(Adapted from Chapter 12 of WSDOT's Consultant Services Procedures Manual.)

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Pubic Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L

(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this AGREEMENT is amended to $ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification of Consultant

Project No._____

Local Agency_____

I hereby certify that I am the _____ and duly authorized representative of the firm of whose address is and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____

Signature Date

Exhibit M-1(b)
Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of_ _____, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____

Signature Date

Exhibit M-2

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____

Signature (Authorized Official of Consultant) Date

Exhibit M-3

Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, a officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," In accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

_____

Consultant (Firm)

_____

Signature (Authorized Official of Consultant) Date

Exhibit M-4

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Signature: _____

Title: _____

Date of Execution ***: _____

* Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. RFP No.)

** Insert the day, month, and year, when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone
Agreement Number	Project Title And Work Description
Federal Aid Number	
Local Agency	

THIS AGREEMENT, made and entered into this _____ day of _____ , _____ , between the Local Agency of _____ , Washington, hereinafter called the ÒAGENCYÓ and the above organization hereinafter called the ÒCONSULTANTÓ.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By _____

Consultant _____

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

DOT Form 140-089A EF
Revised 4/98

Washington State
Department of Transportation

Supplemental Agreement	Organization and Address
Agreement Number	
Project Number	Phone
Project Title	New Maximum Amount Payable $
Description of Work	

The Local Agency of _____
desires to supplement the agreement entered into with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

_____

_____

_____

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

_____

_____

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____ By: _____

_____ Consultant Signature

_____ Approving Authority Signature

DOT Form 140-063 EF
Revised 10/97

Sample Invoice Tracking Sheet

ACME BILLING - DESIGN CONTRACT								
COMMENCING APRIL 1998					A	B	C	D
		EFFECTIVE DATE	**END DATE**	**TOTAL** *(A+B+C+D)*	**ACME DESIGN** *(labor + overhead)*	**ACME REIMBURSABLE** *(supplies, equip.)*	**ACME FEE** *(fixed or percentage)*	**ACME MGT. RESERVE** *(10% or $50,000 max.)*
ORIGINAL CONTRACT		3/5/98	4/30/99	1,000,000.00	758,207.55	95,000.00	96,792.45	50,000.00
SUPPL 1		4/15/99	10/31/99	250,000.00	218,288.15	7,000.00	24,711.85	0.00
SUPPL 2		10/25/99	4/30/00	0.00	0.00	0.00	0.00	0.00
ADDL WORK AUTH 11/13/98 BY LTR.					18,235.55	4,700.00	2,064.45	(25,000.00)
TOTAL TO DATE				1,250,000.00	994,731.25	106,700.00	123,568.75	25,000.00
INVOICE #	**SERVICES THROUGH**							
10720	4/98			9,453.86	6,740.97	1,949.76	763.13	
10753	5/98			57,702.32	49,469.30	2,632.72	5,600.30	
10770	6/98			108,129.84	92,114.98	5,586.75	10,428.11	
10998	7/98			74,985.70	65,268.39	2,328.44	7,388.87	
11205	8/98			79,551.08	67,953.63	3,904.59	7,692.86	
11336	9/98			176,664.30	137,858.93	23,198.70	15,606.67	
11530	10/98			109,515.38	93,527.78	5,399.55	10,588.05	
11782	11/98			74,011.67	52,404.73	15,674.33	5,932.61	
11937	12/98			93,734.33	74,410.44	10,900.07	8,423.82	
12146	1/99			95,229.08	82,491.66	3,398.74	9,338.68	
12319	2/99			130,894.03	116,030.99	1,727.46	13,135.58	
12563	3/99			46,706.63	37,259.95	5,228.57	4,218.11	
12695	4/99			25,879.55	21,757.14	1,659.34	2,463.07	
12833	5/99			55,842.88	43,488.74	7,430.89	4,923.25	
13037	6/99			20,954.66	17,418.99	1,311.97	2,223.70	
13220	7/99			8,115.18	5,855.60	1,512.05	747.53	
13451	8/99			3,748.06	2,646.24	764.00	337.82	
14053	9/99			5,563.92	3,870.34	1,199.54	494.04	
14313	10/99			17,509.21	9,952.37	6,286.32	1,270.52	
	BILLED TO DATE			1,194,191.68	980,521.17	102,093.79	111,576.72	
	REMAINING TO BE BILLED			55,808.32	14,210.08	4,606.21	11,992.03	25,000.00

*may also use to track subconsultant expenditures

Washington State
Department of Transportation

Performance Evaluation Consultant Services

Name and Address of Consultant	Evaluation Type ☐ Interim ☐ Subconsultant ☐ Final
	Control Section(s) / SR No.
	Project Title
Type of Work ☐ Study ☐ R/W ☐ PS&E ☐ Design ☐ Other (Specify)	Agreement Number
Complexity of Work ☐ Difficult ☐ Routine / Date Agreement Approved	Type of Agreement ☐ Lump Sum ☐ Cost Plus Fixed Fee ☐ Hourly Rate ☐ Other

Amount of Original Agreement $	Total Amount Modifications $	Total Amount Agreement $
Completion Date Including Extensions	Actual Completion Date	Actual Total Paid $

Type and Extent of Subcontracting	Committed %	Met %
	DBE Goals	
	MBE Goals	
	WBE Goals	
	Totals	

Performance Rating Scale (From Average Score Below)

10 9	8 7	6 5	4 3	2 1
Superior	Above Reqmnts	Meets Reqmnts	Below Reqmnts	Poor

Criteria	Comment	Score
1. Negotiations Cooperative and responsive.		
2. Cost / Budget Complete within agreement budget including supplements.		
3. Schedule Complete within agreement schedule including supplements.		
4. Technical Quality Met Standards.		
5. Communications Clear, Concise Communication (Oral, written, drawings).		
6. Management Team player. Managed subs. Accurate, timely invoices. Appropriate, periodic, accurate progress reports.		
7. Other (Optional)		
Total Score		
Average Score (Total Score / Number of criteria rated)		

Rated By (Project Manager Name and Title)	Project Manager Signature	Date
Rated By (Consultant Liaison Name and Title)	Consultant Liaison Signature	Date
Executive Review (Name and Title)	Executive Signature	Date

DOT Form 272-019 EF
Revised 1/99

Distribution: Original: Consultant Administrator
Copies: Project Manager - Consultant Liaison - Consultant

Performance Evaluation Instructions

How

- Form should be reviewed and discussed with the Consultant prior to contract negotiations. Establish your expectations.
- Supplementary forms are available form the Consultant Services Office which expand the considerations for each criteria (e.g. ÒSchedule: A. Achieved schedule; B. Prompt response to review comments; C. Adapted to changes by WSDOT; D. Notified WSDOT early, regarding schedule impactorsÓ).
- If evaluation criterion number 7, ÒOtherÓ is relevant (e.g. public involvement or volume of work) that criterion must be specified and mutually agreeable in advance.
- Score accurately. A Ò7Ó is respectable; Ò9Ó is exceptional, it should be rare.

When

Final Evaluation

- Always complete and distribute a performance evaluation at the point of termination of the agreement.
- See distribution at bottom of form.

Interim Evaluation

- Interim evaluations should be performed as follows:
  1. At phase transitions.
  2. When any project management changes occur.
  3. To alert a consultant to poor performance.
  4. Annually if none of the other conditions occur.
- Distribute as usual.

Subconsultant Evaluation

- For subconsultants with significant project participation (more than $100,000) an evaluation is recommended. Ensure coordination and review with the prime consultant prior to distribution.
- Distribute similar to usual. Include prime consultant and subconsultant.

Why

- Scores from these evaluations factor into ÒPast PerformanceÓ ratings, which are used to help determine selection of future consultants. Meaningful evaluations help us hire the best.

DOT Form 272-019 EF Instructions
Revised 1/99

Washington State Department of Transportation

Consultant Services Evaluation Supplement

Name and Address of Consultant	Evaluation Type ☐ Interim ☐ Subconsultant ☐ Final Agreement Number
Project Title	

Performance Rating Scale (From Average Scores)

10 9	8 7	6 5	4 3	2 1
Superior	Above Reqmnts	Meets Reqmnts	Below Reqmnts	Poor

Negotiation and Cost / Budget Criteria

1. Negotiations

Sub-Criteria	Score
A. Recognized WSDOT guidelines for overhead and fee.	
B. Met negotiation schedule.	
C. Open and honest communications.	
D. Willingness to compromise.	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

2. Cost / Budget

Sub-Criteria	Score
A. Finished within budget, including all supplements.	
B. Appropriate level of effort.	
C. Reasonable direct, non-salary expenses.	
D.	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

DOT Form 272-019 EF Supplement
Revised 1/99

Page 2 of 5

Schedule and Technical Quality Criteria

Name and Address of Consultant
Project Title

3. Schedule

Sub-Criteria	Score
A. Achieved schedule (Including all supplements).	
B. Prompt response to review comments.	
C. Adapted to changes by WSDOT.	
D. Notified WSDOT early regarding schedule ÒimpactsÓ	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

4. Technical Quality

Sub-Criteria	Score
A. Work products meet standards; where Òpractical.Ó	
B. Performed appropriate quality control.	
C. Responds to review comments in subsequent submission.	
D. Sought opportunities to incorporate innovative designs.	
E. Delivered ÒcompatibleÓ electronic files.	
F. Implemented procedures to control construction costs.	
G.	
H.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

Page 3 of 5

Comunication and Management Criteria

Name and Address of Consultant
Project Title

5. Communications

Sub-Criteria	Score
A. Produced clear, concise oral and written communication.	
B. Demonstrates an understanding of oral and written instructions.	
C. Communicated at intervals appropriate for the work.	
D. Respects and uses lines of communications.	
E.	
F.	
G.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

6. Management

Sub-Criteria	Score
A. Provided creative cost control measures / ideas.	
B. Submitted appropriate, periodic, accurate progress reports.	
C. Accurate and timely invoicing.	
D. Conducted meetings efficiently.	
E. Limited the number of consultant-initiated contract modifications / supplements.	
F. Coordinated with WSDOT effectively; was a Òteam player.Ó	
G. Responsiveness.	
H. Managed subconsultants effectively.	
I.	
J.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

Page 4 of 5

D/M/WBE and Other Criteria

Name and Address of Consultant
Project Title

7. Other Criteria

Sub-Criteria	Score
A.	
B.	
C.	
D.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	

Discussion:

Page 5 of 5

42.01 Introduction

The City Design Standards Committee and the County Design Standards Committee, in accordance with RCWs 35.78.030 and 43.32.020, meet on a regular basis to review and update the City and County Design Standards for Non-NHS facilities.

The Local Agency Engineer may approve use of the minimum AASHTO and related standards as contained in the references. Design deviations must have the approval of the Washington State Department of Transportation (WSDOT) Highways and Local Programs in accordance with RCW 35.78.040 or RCW 36.86.080 as appropriate.

These standards apply to new construction and reconstruction projects, 3R and 2R projects, and low volume road and street projects on Non-NHS routes which are federal functional classifications as Principal Arterials, Minor Arterials, or Collectors.

Included in the standards are the Non-NHS Local Agency Design Matrices. The matrices are used to standardize design element requirements based on project type for Non-NHS facilities. The Local Agency Design Matrices may serve as design documentation for decisions made.

In adopting these standards, the committees seek to encourage standardization of road design elements where necessary for consistency and to assure that motoring, bicycling, and pedestrian public safety needs are met. Considerations include safety, convenience, context sensitive solutions, proper drainage, and economical maintenance. The committees recognize that cities and counties must have the flexibility to carry out the general duty to provide streets, roads, and highways for the diverse and changing needs of the traveling public.

These standards cannot provide for all situations. They are intended to assist, but not to substitute for, competent work by design professionals. It is expected that land surveyors, engineers, and architects will bring to each project the best skills from their respective disciplines. These standards are also not intended to limit any innovative or creative effort, which could result in better quality, better cost savings, or both. An agency may adopt higher standards to fit local conditions. Special funding programs may also have varying standards.

The decision to use a particular road design element at a particular location should be made on the basis of an engineering analysis of the location. Thus, while this document provides design standards, it is not a substitute for engineering judgment.

Engineers should take into account all available information, including available funding, and use the professional judgment that comes from training and experience to make the final design determination. There shall be a record, of the matters considered during the design process that justify decisions made regarding the final project design. The project Design Approval document must be stamped by a licensed professional engineer per RCW 18.43.070.

42.02 Committee Membership

City Design Standards Committee RCW 35.78.020	County Design Standards Committee RCW 43.32.010	Other Participants
Lynn Price, PE Project Manager City of Bremerton lprice@ci.bremerton.wa.us	**Jim Whitbread, PE** County Engineer Stevens County jwhitbre@co.stevens.wa.us	**Jim Seitz** Association of Washington Cities Jims@awcent.org
Ken Brown, PE Design Engineer City of Spokane kbrown@spokanecity.org	**Bryan Thorp, PLS** Design and Construction Manager Benton County bryan.thorp@co.benton.wa.us	**Randy Hart, PE** County Road Administration Board randy@crab.wa.gov
Mike Johnson, PE Roadway Design Supervisor City of Seattle mike.johnson@seattle.gov	**Dale Rancour, PE** County Engineer Thurston County rancoud@co.thurston.wa.us	**Bob Moorhead, PE** Region Manager Transportation Improvement Board robertm@tib.wa.gov
K. Wendell Adams, PE City Engineer City of Yakima kadams@ci.yakima.wa.us	**Jon Brand, PE** Assistant Director of Roads & Engineering Kitsap County jbrand@co.kitsap.wa.us	**Dave Olson** WSDOT Design OlsonDa@WSDOT@wa.gov
Martin Hoppe, PE, PTOE City of Lacey Transportation Manager mhoppe@ci.lacey.wa.us	**Bob McEwen, PE** Program Engineer Snohomish County Bob.mcewen@co.snohomish.wa.us	**Gary Hughes, PE** Federal Highway Administration Gary.Hughes@FHWA.dot.gov
Pat O'Neill, PE City Engineer City of University Place poneill@cityofup.com	**Paul Bennett, PE** County Public Works Director/Engineer Kittitas County paulb@co.kittitas.wa.us	**Jeff Weber, PE** Consulting Engineers Council of Washington JeffW@TheTranspoGroup.com

These design standards were developed with the approval and authorization of:

Michael W. Horton, PE
Committee Chair
Engineering Services Manager
Headquarters Highways and Local Programs
Washington State Department of Transportation

42.03 Local Agency Design Matrices

The Local Agency Design Matrices were created as part of the Local Agency Standards to assist designers in determining the design level for the geometric and safety elements of a project. The Local Agency Design Matrix Checklist may serve as documentation for design decisions made.

.031 Using the Matrices

The column headings on each of the three design matrices are **design elements.** They are based principally on the thirteen controlling design criteria recognized by FHWA: design speed, lane width, shoulder width, bridge width, structural capacity, horizontal alignment, vertical alignment, grade, stopping sight distance, cross slope, superelevation, vertical clearance, and horizontal clearance. Within the column headings, some of the controlling criteria have been combined (for example, design speed is part of horizontal and vertical alignment). The matrices are divided into three tables, one each for Roadways, Cross Roads, and Bridges. Within the three tables the project types are identical, design elements vary depending on which elements apply.

A **blank cell** within the design matrix signifies that the design element need not be addressed because it is beyond the scope of the project type.

Design levels of City and County Design Standards (D), AASHTO (A), and Agency Evaluate (AE), are used in the matrix. The **design level** codes are noted in the cells by D, A or AE or by a number corresponding to a footnote.

Optional Checklists have been provided for the designer to use with the matrix. A checklist is available for each type of project in Appendix 42.01.

Matrix Cells: Each Matrix cell is either blank or has a coded design level.

.032 Design Levels

If the Design Level is **D**, use the Geometric Cross-Section for Two-Way Roads and Streets within the City and County Design Standards on page 14.

If the design level is **A**, the design standard is AASHTO (the most current edition of the AASHTO publication "A Policy on Geometric Design of Highway and Streets," "Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT< 400)," or as noted in the City and County Design Standards.

When the Matrix cell has either a "D" or an "A" and the final design utilizes something less than Design Level A, a Design Deviation, approved by Headquarters Highways and Local Programs, is required.

A **Blank Cell** on a matrix line indicates that particular design element requires no evaluation or documentation. If the agency decides to improve or modify a blank cell design element, that element must meet Design Level A and the agency must justify in their design document files why the decision to upgrade the design element was made. Per FHWA guidelines, if an improvement in a **"Blank Cell"** area is made, it must meet all requirements of design level A. Or if, in the opinion of the agency's design Engineer, Design Level A cannot be achieved, a **Design Exception** may be considered.

AE in a matrix cell indicates that an agency needs to determine if the existing design element is less than Design Level A. If the existing design element meets or exceeds Design Level A the agency notes that in the design documents and no further action is required. If the existing design element is less than Design Level A, the agency shall determine the impacts and cost effectiveness of upgrading the design element to Design Level A. The decision whether or not to upgrade, and its analysis and justification shall be in the agency design documentation files. If the agency upgrades, Design Level A applies. Or if, in the opinion of the agency's design Engineer, Design Level A cannot be achieved, a **Design Exception** may be utilized.

A **Design Exception** may be utilized if, in the opinion of the local agency's design Engineer, the existing design element is being improved but Design Level D or A cannot be achieved. For example, design standard requires a 6 foot wide shoulder for a project, the existing condition is a two foot wide shoulder but the best that can be reasonably achieved is a 4 foot wide shoulder. This is a **Design Exception**, improvement is being made but not to Design Level A.

42.04 Local Agency Design Matrix Definitions

.041 Design Elements

Design elements are the principal elements of design that are common to projects. The following elements are shown on the Design Matrix.

Horizontal Alignment is the horizontal attributes of the roadway including horizontal curvature, superelevation, and stopping sight distance; all based on design speed.

Vertical Alignment is the vertical attributes of the roadway including vertical curvature, profile grades, and stopping sight distance; all based on design speed.

Lane Width is the distance between lane lines.

Shoulder Width is the distance between the outside or inside edge line and the edge of in-slope, or face of barrier.

Lane and Shoulder Taper (pavement transitions) are the rate and length of transition of changes in width of roadway surface.

Sidewalk Width is the width of a sidewalk from the face of curb to the back of sidewalk.

Cross Slope, Lane is the rate of elevation change across a lane. This element includes the algebraic difference in cross slope between adjacent lanes.

Cross Slope, Shoulder is the rate of elevation change across a shoulder.

Superelevation The rotation of the roadway cross section in such a manner as to overcome part of the centrifugal force that acts on a vehicle traversing a curve.

Fill/Ditch Fore Slope is downward slope from edge of shoulder to bottom of ditch or catch.

Clear Zone is the total roadside border area, starting at the edge of the traveled lane, available for use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and/or a clear run-out area.

Safety Improvements are the safety items listed under the “Safety Improvements” section of these standards.

Shared Use Bicycle and Pedestrian Facilities are walkways, paths, or trails for use by bicyclist or shared use by both pedestrian and bicycle traffic. Refer to Chapter 10.20 of the WSDOT Design Manual to locate design parameters for any facility allowing bicycle traffic.

Turn Radii The geometric design of the intersection to allow the design vehicle for each turning movement to complete the turn without encroachment.

I/S (Intersection) Sight Distance is the distance that the driver of a vehicle on the crossroad can see along the through roadway, as compared to the distance required for safe operation.

I/S Angle is the angle between any two intersecting legs at the point that the center lines intersect.

Barriers Standard Run (Std Run) are guardrail and other barriers excluding terminals, transitions, attenuators, and bridge rails.

Barriers Bridge Rail is barrier on a bridge excluding transitions.

Bridge Vertical Clearance is the minimum height between the roadway including shoulder and an overhead obstruction.

Bridge Structural Capacity is the load bearing ability of a structure.

Terminals are crashworthy end treatment for longitudinal barriers that is designed to reduce the potential for spearing, vaulting, rolling, or excessive deceleration of impacting vehicles from either direction of travel. Impact attenuators are considered terminals and beam guardrail terminals include anchorage.

Transitions are sections of barriers used to produce a gradual stiffening of a flexible or semi-rigid barrier as it connects to a more rigid barrier or fixed objects.

.042 Project Type Definitions

New Construction involves the construction of a new roadway facility or structure where nothing of its type currently exists.

Reconstruction projects add additional travel lanes to an existing roadway or bridge and 50 percent or more of the project length involves vertical or horizontal alignment changes, the project will be considered reconstruction.

3R projects focus primarily on the preservation and extending of the service life of existing facilities and on safety enhancements. Work may include: resurfacing, pavement structural and joint repair, lane and shoulder widening, alterations to vertical grades and horizontal curves, bridge repair, removal or protection of roadside obstacles, and improving bridges to meet current standards for structural loading and to accommodate the approach roadway width.

2R projects focus primarily on restoration of pavement structure, crown correction, ride quality basic safety, and spot safety. Widening shoulders for continuity with the existing roadway cross section is acceptable.

Railroad is a project to reduce the accident frequency and severity at grade crossings. Project elements may include, signals, bells, signage, pavement markings gates or surfacing at the crossing. Railroad-highway grade separation projects are also in this category. If the project includes other roadway work, use 3R matrix line.

Bridge New/Replacement is a new bridge or a replacement of an existing bridge.

Bridge Widening is the widening of existing bridges.

Bridge-Other are Project types that may include, scour mitigation, painting, seismic retrofit, deck repair, strengthening, rehabilitation, and electrical mechanical repairs.

Paths and/or Trails is the construction of non-motorized facilities that are independent of a roadway alignment.

Pedestrian Facilities are projects with a main focus of providing pedestrian facilities for public use.

Other, Interpretive Centers, Etc. projects may include, bicycle facilities, structures, bus shelters, archeology and historic preservation, and buildings..

Parking Facilities are projects that construct parking facilities. Project types may include Park and Ride facilities and on-street parking.

.043 Other Definitions

Average Daily Traffic (ADT). The general unit of measure for traffic defined as the total volume during a given time period (in whole days), greater than one day and less than one year, divided by the number of days in that time period.

Design Hourly Volume (DHV). The DHV is generally the 30th highest hourly volume (30 DHV) of the future year chosen for design. On the average rural road or arterial, DHV is about 15 percent of ADT. For urban areas, DHV is usually between 8 to 12 percent of the ADT.

Low Volume Roads and Streets. For this document, a collector or lower classified road or street with an ADT of less than 400.

Resurfacing. The addition of a layer or layers of paving material to provide additional structural integrity or improved serviceability and rideability.

Restoration. Work performed on either pavement sections or bridge decks to render them suitable for an additional stage of construction. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability and minor shoulder widening to provide roadway section continuity. Restoration will generally be performed within the existing right-of-way.

Rehabilitation. Similar to “Restoration” except the work may include, but is not limited to, the following:

- Reworking, strengthening, or removing and replacing the base and/or subgrade.
- Recycling or reworking existing materials to improve their structural integrity.
- Adding underdrains.
- Replacing or restoring malfunctioning joints.
- Substantial pavement under-sealing when essential for stabilization.
- Pavement grinding to restore smoothness, providing adequate structural thickness remains.
- Removing and replacing deteriorated materials.
- Crack and joint sealing but only when the required shape factor is established by routing or sawing.
- Improving or widening shoulders.

Rehabilitation may require acquisitions of additional right-of-way.

Traveled Lane. The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

.044 Safety Improvements

When using AASHTO guidance for clear zone determinations, the designer should take into account all AASHTO guidance (i.e. AASHTO Roadside Design Guide) relating to clear zone and project circumstances. See references section of this chapter.

Mandatory Upgrades

1. Update all delineation and signing in accordance with the current MUTCD. (This does not include replacement of sign bridges or cantilever supports.)
2. Modify substandard guardrail transitions and terminals to current standards.

Agency Evaluate Need

3. Adjust existing features that are affected by resurfacing, such as guardrails, monuments, catch basins, and access covers. Adjustment may include asphalt tapers as appropriate.
4. Modification of drainage structures, which present a hazard in the clear zone, e.g. Beveled end sections/safety bars for both parallel and cross-drains.
5. Remove, relocate, reduce severity of hazard by providing crashworthy features, protect, or delineate roadside obstacles inside the design clear zone.
6. Restore sight distance at public road intersections and the inside of curves through low cost measures if they are available such as removal or relocation of signs and other obstructions, and cutting of vegetative matter. The local agency Engineer will determine if the measures are low cost.

⇩ Project Type	Roadways														
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width	Lane & Shldr Taper	Pedestrian Facilities	Cross Slope Lane	Cross Slope Shldr	Fill/ Ditch Slopes	Safety Improvements	Shared Bike/Ped Facilities*	Turn Radii	I/S Sight Dist	I/S Angle	Guardrail & Barrier
New Construction	D	D	D	D	D	1	D	D	D	A	3	A	D	A	A
Re-Construction	A	A	A	A	A	1	A	A	A	A	3	A	A	A	A
3R	AE	AE	AE	AE	AE	1	AE	AE	AE	4	3	AE	AE	AE	1
2R							AE	AE		4	3				1
Railroad (If roadway work included use 3R line)										AE	3		AE		1
Bridge Rehabilitation, Paint, Seismic, etc...															
Trails	3	3	3	3			3	3	3	3	3	3		3	
Pedestrian Facility Improvement Projects						1									
Other, Interpretive Centers, etc…	2	2	2	2	2	1	2	2	2	A	3	2	2	2	2
Parking Facilities	A	A	A	A	A	1	A	A	A	A	3	A	A	A	1

□ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10.20 standards
(4) Refer to Safety Improvements on page 8. Mandatory Upgrade items 1 and 2, all others are AE
* If Facility is not used for bikes, chapter 10.20 does not apply

See Using Matricies on Page 3 and Design Levels on Page 4

Non-NHS Local Agency Design Matrix

Table 1.1

⇩ **Project Type**	**Cross Roads**						
Design Elements ⇨	Horiz. Align	Vert. Align	Lane Width	Shldr Width	Fill/ Ditch Slopes	Safety Improvements	Shared Bike/Ped Facilities*
New Construction	AE	AE	AE	AE	AE	4	3
Re-Construction	AE	AE	AE	AE	AE	4	3
3R	AE	AE	AE	AE	AE	4	3
2R							3
Railroad (If roadway work included use 3R line)							
Bridge Rehabilitation, Paint, Seismic, etc...							
Trails							
Pedestrian Facility Improvement Projects							
Other, Interpretive Centers, etc…	2	2	2	2	2	2	2
Parking Facilities	A	A	A	A	A	3	3

□ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10.20 standards
(4) Refer to Safety Improvements on page 8. Mandatory Upgrade items 1 and 2, all others are AE
* If Facility is not used for bikes, chapter 10.20 does not apply

See Using Matricies on Page 3 and Design Levels on Page 4

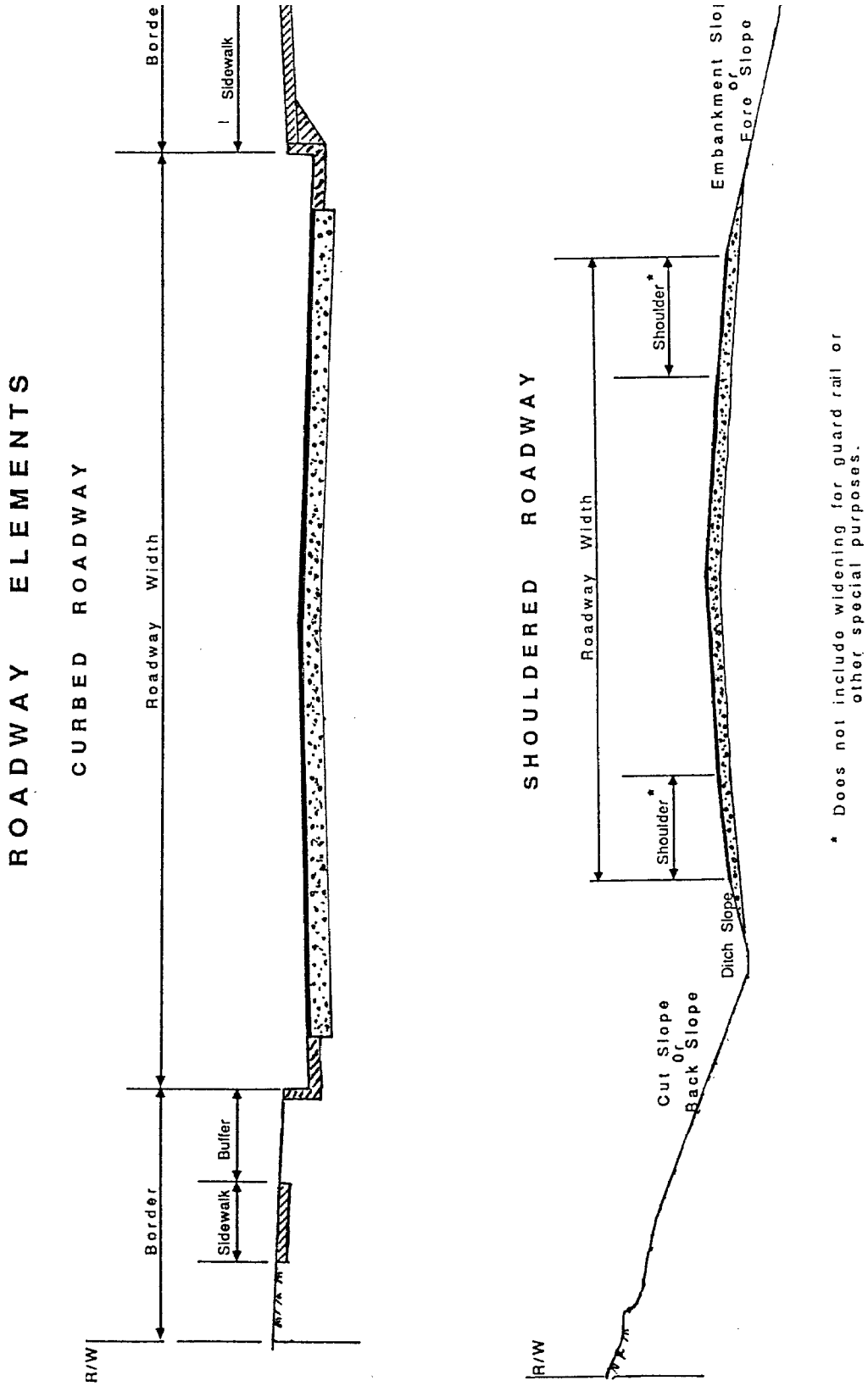
Non-NHS Local Agency Design Matrix

Table 1.2

⇩ **Project Type**	**Bridges**				
Design Elements ⇨	Lane Width	Shldr Width	Vertical Clear.	Structural Capacity	Bridge Rail
New Construction	D	D	D	D	D
Re-Construction	A	A	D	D	D
3R	AE	AE	AE	AE	1
2R			AE	AE	1
Railroad (If roadway work included use 3R line)					1
Bridge Rehabilitation, Paint, Seismic, etc...					
Trails	3	3	3	3	3
Pedestrian Facility Improvement Projects					
Other, Interpretive Centers, etc…	2	2	2	2	2
Parking Facilities	A	A	AE	AE	1

Non-NHS Local Agency Design Matrix

Table 1.3



Cross Section

42.05 Design Level D Standards for Two Way Roads and Streets

Design Standards	Arterial							Collector				
	Principal			Minor								
	Curbed(4)	Shouldered		Curbed(4)	Shouldered			Curbed(4)	Shouldered			
	DHV All	DHV Below 200	DHV 200 and Over	DHV All	DHV Below 100	DHV 100 to 200	DHV 201 and Over	DHV 400 and Over	ADT 400 to 750	ADT 751 to 1000	DHV 100 to 200	DHV 201 and Over
Right of Way	Not less than required for all design elements.											
Roadway Width(1)(2)(7)(9)	24ft	36ft	40ft	24ft	32ft	36ft	40ft	24ft	26ft	28ft	34ft	40ft
Lane width:												
(A) Exterior(2)(7)	12ft	12ft	12ft	12ft	12ft	12ft	12ft	12ft	10ft	10ft	11ft	12ft
(B) Interior Thru(2)	11ft	11ft	11ft	11ft	11ft	11ft	11ft	11ft	10ft	10ft	11ft	11ft
(C) Two Way Left Turn(2)	11ft	11ft	11ft	11ft	11ft	11ft	11ft	11ft	10ft	10ft	11ft	11ft
(D) Exclusive Turn(2)	11ft	11ft	11ft	11ft	11ft	11ft	11ft	11ft	10ft	10ft	11ft	11ft
(E) Parking(2)	10ft(3)			10ft(3)					(5)			
Shoulder Width(6)(7)(9)(2)		6ft	8ft		4ft	6ft	8ft		3ft	4ft	6ft	8ft
Clear Zone/Side Slopes	AASHTO(10)											
Ditch Slope (in slope)	Slopes steeper than 4:1 should only be used when achieving a 4:1 slope is impractical.											

(1) For curbed, distance from face of curb to face of curb. For shouldered, distance from paved edge to paved edge of shoulder.

(2) May be reduced to minimum allowed by AASHTO.

(3) 8 feet may be acceptable when the lane is not likely to become a traffic lane in the foreseeable future.

(4) Curbed section is appropriate for urban setting.

(5) Industrial areas 8 feet to 10 feet. Residential areas 7 feet to 10 feet.

(6) When guardrail is necessary, provide 2 feet of widening or longer posts to ensure lateral support.

(7) For roads with traffic volumes of less than 400 ADT, the low volume road and street standards may be used.

(8) Federal functional classification defined by WSDOT (Planning and Programming Service Center).

(9) For guidance for one-way streets, see AASHTO, and the current uniform fire code.

(10) When using AASHTO guidance for clear zone determinations, the designer should take into account all AASHTO materials relating to clear zone and project circumstances. See the reference section of this publication.

Note: **Design Hourly Volume (DHV).** The DHV is generally the 30th highest hourly volume (30 DHV) of the future year chosen for design. On the average rural road or arterial, DHV is about 15 percent of ADT. For urban areas, DHV is usually between 8 to 12 percent of the ADT or AADT.

Detectable Warnings (Truncated Domes)	For dimensions, see WSDOT Standard Plans F3a - F3e. For material contrast requirements, see ADA guidance from the U.S. Access Board at http://www.access-board.gov/ada-aba.htm
New Sidewalks (when provided)	• **Minimum Width** — 60 inches continuous clear width or 36 inches clear width with 60 inch by 60 inch clear passing spaces at 200-foot minimum intervals. • **Surface** — Firm, stable, and slip resistant. See Appendix 42.10 • **Crosslopes** — 1:50 (2%) maximum. • **Running Slope** — When adjacent to road, must be consistant with the slope established by the roadway. If separate from the roadway must conform to ADA guidance. See appendix 42.10. • **Buffer** — Separation from vehicular ways by curbs or other barriers.
Temporary Work or Alterations	Refer to ADA rules at http://www.wsdot.wa.gov/eesc/design/policy/Documents/ADASupplementFinalJune21-2004.pdf rights-of-way, the designer should refer to international building codes and WAC 51-30 for the appropriate standards.

42.06 Roadway Geometrics

The 2001 AASHTO publication, "A Policy on Geometric Design of Highways and Streets" (Green Book) is referenced below by page number, table, or figure number for design elements of the urban and rural highway. For those design elements not specifically identified in the table below, such as crown, superelevation, design speed, number of lanes, pavement design, intersection design, vertical clearance over walkway areas, etc., designers should refer to AASHTO. The designer should read all text associated with the standards and should also consider other related tables and text. Additionally, design references are provided in the References for New Construction and Reconstruction, 3R, and 2R Standards.

AASHTO QUICK REFERENCE GUIDE	
Design Elements	**References**
Stopping Sight Distance	Stopping Sight Distance (wet pavement) Exhibit 3-1, page 112, and text on pages 425 (rural) and page 435 (urban).
Passing Sight Distance	Single vehicle passing a single vehicle (Exhibit 3-7, page 124). Minimum passing sight distance single vehicle (Exhibit 3-7, page 124).
Roadway/Approach/ Departure Sight Distance	Exhibit 9-50 through 9-70, pages 654-682, "Intersection sight distance."
Horizontal Curvature (Radius)	Exhibit 3-14, page 145, "Minimum Radius for Design of Rural Highways, Urban Freeways, and High-Speed Urban Streets Using Limiting Values of e and f."
Vertical Sag Curves	Exhibit 3-78, page 278 "Design Controls for Sag Vertical Curves - Open Road Conditions." Exhibit 3-79, pages 280, "Design Controls for Sag Vertical Curves."
Vertical Crest Curves	Exhibit 3-75, page 273, "Design Controls for Crest Vertical Curves – Open Road Conditions." Exhibit 3-76, page 274, "Design Controls for Stopping Sight Distance and for Crest Vertical Curves." Vertical Curves Based on Passing Sight Distance."
Vertical Grade	Exhibit 6-4, page 427, " Maximum Grades for Rural Collectors." Exhibit 6-8, pages 436, "Maximum Grades for Urban Collectors."

.061 Bridge Standards

Design Elements	References
Bridge Width	The minimum bridge width for two-way structures is the greater of: (1) the design roadway width, or (2) the existing roadway width.
Loading	HS 25-44 (for federally funded projects), others may use HS 20-44.
Vehicular Railing	AASHTO Crash Tested Rail, or Approved Crash Tested Rail.
Pedestrian Railing	AASHTO.
Approach Railing	AASHTO Crash Tested Rail, or Approved Crash Tested Rail.
Vertical Clearance	16.5 feet minimum.

.062 Other Standards

Design Elements	References
Bicycle	Chapter 1020 of the WSDOT Design Manual (RCW 35.75.060 and 36.82.145).
Signing	MUTCD, as modified by the Washington State Transportation Commission per RCW 47.36.030.
Americans with Disabilities Act-1990 ADA	Code of Federal Regulations 28 CFR Part 36, Interim Final Rules U.S. Department of Justice. The Architectural and Transportation Barriers Compliance Board WSDOT/APWA Standard Plan F-3 Current International Building Code, Washington State Amendments, WSDOT Instruction Letter in Appendix 44.02 or on the web at http://www.wsdot.wa.gov/eesc/design/policy/Documents/ADASupplementFinalJune21-2004.pdf
Sidewalks	Sidewalk Details, A Guide for Washington Local Agencies, Tribes and Nations, March 2001.
Low Volume Roads	2001 AASHTO Geometric Design of Very Low Volume Local Roads (ADT < 400)

42.07 3R Projects

.071 General Discussion

Funding restrictions and other considerations do not always allow improvement of all existing roads and streets to the standards desirable for new construction. Therefore, when pavement condition deteriorates to the level of minimal standards, a cost-effective pavement improvement is needed.

A project becomes 3R when the proposed improvement consists of resurfacing, restoration, or rehabilitation to preserve and extend the service life of the roadway, or enhances the safety of the traveling, bicycling, and/or walking public.

3R projects primarily involve work on an existing roadway surface and/or subsurface. Their purpose includes extending the service life, providing additional pavement strength, restoring or improving the original cross-section, increasing skid resistance, decreasing noise, improving the ride of the roadway, and enhancing safety.

Many factors influence the scope of 3R projects, including:

- Roadside conditions.
- Funding constraints.
- Environmental concerns.
- Changing traffic and land use patterns.
- Deterioration rate of surfacing.
- Accidents or accident rates.

Normally, all 3R improvements are made within the existing right-of-way, although acquiring right-of-way and/or easements should be considered when and where practical.

Each 3R project should be considered in context with the entire route between logical termini and within the constraints imposed by limited funding and other considerations.

As a minimum, normally include the following for a 3R project:

- Guardrail end treatments upgraded to current standards.
- Appropriate transition and connection of approach rail to bridge rail.
- Beveled end sections for both parallel and cross-drain structures located in the clear zone.
- Relocating, protecting, or providing breakaway features for sign supports and luminaires.
- Protection for exposed bridge piers and all abutments.
- Modification of raised drop inlets that present a hazard in the clear zone.

It is desirable to provide a roadside clear of fixed objects and nontraversable obstacles. The priority for action relative to roadside obstacles is: (1) remove; (2) redesign; (3) relocate; (4) reduce severity by crashworthy features; (5) protect or (6) delineate.

On all projects, which include structures with deficient safety features, consideration must be given to correcting the deficient features. When complete upgrading is not practical, a partial or selective upgrading and/or other improvements should be considered to mitigate the effects of the substandard elements.

42.08 2R Projects

.081 General Discussion

Funding restrictions do not always allow improvement of existing roadways to the standards desired. Therefore, when pavement condition reaches a minimal condition, cost effective pavement improvements are needed.

Resurfacing and restoration (2R) projects involve work to restore the existing roadway surface and appurtenances for safe and efficient highway operation. This type of project provides for resurfacing of the existing roadway to provide structural adequacy, to restore the roadway surface condition, and to consider making minor safety improvements.

Resurfacing of the roadway will normally be to the existing width. This should consider paving of previously unpaved shoulders. If short lengths of narrower lanes or shoulders exist within the project limits, widening should be considered to provide roadway section continuity within the project limits.

42.09 References

The designer may use the standards and rationales incorporated into the following manuals (see the following page for addresses to acquire reference materials).

AASHTO

- A Policy on Geometric Design of Highways and Streets, 2001 Edition.
- Guide for Design of Pavement Structures
- Highway Drainage Guidelines
- Guide for Roadway Lighting
- Roadside Design Guide

Transportation Research Board (TRB)

- Highway Capacity Manual

Washington State Department of Transportation (WSDOT)

- Standard Specifications for Road, Bridge, and Municipal Construction
- Supplement to MUTCD (WAC 468-95)
- Bridge Design Manual
- Highway Hydraulics Manual
- Standard Plans for Road, Bridge, and Municipal Construction
- Design Manual (except for 2R/3R)
- Pavement Design Manual
- A Guide for Local Agency Sidewalk Details, WSDOT Headquarters Highways and Local Programs, Washington State Technology Transfer Center

Institute of Transportation Engineers (ITE)

- Traffic Engineering Handbook

FHWA

- Manual of Uniform Traffic Control Devices (MUTCD)

ADA

- Federal/Register, June 20, 1994, Interim Final Rules, 36 CFR-Part 1191 Architectural and Transportation Barriers Compliance Board
- International Building Code, Washington State Amendments

Roundabouts

- NCHRP Synthesis 264 — Modern Roundabout Practice in the United States, Transportation Research Board
- FHWA — Roundabouts, An Informational Guide
- WSDOT *Design Manual*, Chapter 915

Traffic Calming

- A Guidebook for Residential Traffic Management, Final Report, December 1994, WSDOT Highways and Local Programs Service Center, Washington State Technology Transfer Center.

.091 Addresses to Acquire Reference Materials

AASHTO American Association of State Highways
and Transportation Officials
444 North Capitol Street NW, Suite 249
Washington, DC 20001
(202) 624-5800
(202) 624-5806 (fax)

TRB Transportation Research Board
National Research Council
2101 Constitution Avenue NW
Washington, DC 20418

WSDOT Engineering Publications
Department of Transportation
Transportation Building, Room SD3
Olympia, WA 98504-7400
(206) 705-7430
(206) 705-6808 (fax)

ITE Institute of Transportation Engineers
525 School Street SW, Suite 410
Washington, DC 20024
(202) 554-8050
(202) 863-5486 (fax)

MUTCD Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

ADA Office of the General Counsel
Architectural and Transportation Barriers
Compliance Board
1331 F Street NW, Suite 1000
Washington, DC 20004-1111
(202) 272-5434 (Voice), 272-5449 (TDD)
(202) 272-5447 (fax)

42.10 Appendices

Appendix 42.101 Optional Checklists for 3R, 2R, Reconstruction and New Construction projects

Appendix 42.102 Addressing ADA Accessible Facilities on Road and Street and Highway Projects. Instructional Letter Effective 06/29/2004.

City and County Design Standards

Appendix 44.101

Local Agency Non-NHS Design Matrix Checklists

Design Element	Design Level	Any work on Blank Cell Design Element? If "No" move down to next Design Element	If "Yes"	Meets Standard? If "Yes" move down to next Design Element	If "No"	Upgraded to Standard? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways											
Horizontal Alignment		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Alignment		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane & Shoulder Taper		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Ped. Facility		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		
Cross Slope Lane	AE	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Cross Slope Shoulder	AE	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Fill/Ditch Slopes		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Safety Improvements	4	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		
Shared Bike/Ped	3	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Turn Radii		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Sight Distance		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
I/S Angle		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Std Run	1	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

2R PROJECT CHECKLIST
Page 1 of 2

Design Element	Design Level	Any work on Blank Cell Design Element? If "No" move down to next Design Element	If "Yes"	Meets Standard? If "Yes" move down to next Design Element	If "No"	Upgraded to Standard? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads											
Horizontal Alignment		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Alignment		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Fill/Ditch Slopes		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Safety Improvements		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		
Shared Bike/Ped Facility	3	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Bridges											
Lane Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width		☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Clearance	AE	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Structural Capacity	AE	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Bridge Rail	1	→	→	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

Design Levels

☐ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10 standards
(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

2R PROJECT CHECKLIST
Page 2 of 2

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane & Shoulder Taper	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Ped. Facility	1	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Cross Slope Lane	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Cross Slope Shoulder	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Fill/Ditch Slopes	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Safety Improvements	4	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Shared Bike/Ped.	3	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Turn Radii	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Sight Distance	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
I/S Angle	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Std Run	1	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

3R PROJECT CHECKLIST
Page 1 of 2

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Fill/Ditch Slopes	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Safety Improvements	4	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Shared Bike/Ped. Facility	3	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Bridges									
Lane Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Clearance	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Structural Capacity	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Bridge Rail	1	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

Design Levels*

☐ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A
See Matrix Definitions for requirements

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10 standards
(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

3R PROJECT CHECKLIST
Page 2 of 2

Design Element	Design Level	**Meets AASHTO?** If "Yes" move down to next Design Element	If "NO"	**Upgraded to AASHTO?** If Yes" move down to next Design Element	If "NO"	**Is a Deviation or Design Exception Required?** If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Vertical Alignment	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Lane Width	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Shoulder Width	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Lane & Shoulder Taper	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Ped. Facilities	1	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Cross Slope Lane	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Cross Slope Shoulder	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Fill/Ditch Slopes	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Safety Improvements	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Bike & Ped	3	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Turn Radii	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Sight Distance	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
I/S Angle	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Std Run	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

LOCAL AGENCY GUIDELINES DESIGN MATRIX RECONSTRUCTION PROJECT CHECKLIST
Page 1 of 2

Design Element	Design Level	**Meets AASHTO?** If "Yes" move down to next Design Element	If "NO"	**Upgraded to AASHTO?** If Yes" move down to next Design Element	If "NO"	**Is a Deviation or Design Exception Required?** If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Vertical Alignment	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Lane Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shoulder Width	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Fill/Ditch Slopes	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Safety Improvements	AE	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes ☐No	→		
Shared Bike/Ped. Facilities	3	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Bridges									
Lane Width	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Shoulder Width	A	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Vertical Clearance	D	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Structural Capacity	D	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A
Bridge Rail	D	☐Yes ☐No	→	☐Yes ☐No	→	☐Yes	→		N/A

Design Levels*

☐ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10 standards
(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

LOCAL AGENCY GUIDELINES DESIGN MATRIX RECONSTRUCTION PROJECT CHECKLIST
Page 2 of 2

Design Element	Design Level	**Meets AASHTO?** If "Yes" move down to next Design Element	If "NO"			**Is a Deviation or Design Exception Required?** If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Vertical Alignment	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Lane Width	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Shoulder Width	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Lane & Shoulder Taper	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Ped. Facilities	1	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Cross Slope Lane	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Cross Slope Shoulder	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Fill/Ditch Slopes	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Safety Improvements	A	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Shared Bike/Ped. Facilities	3	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Turn Radii	A	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Sight Distance	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
I/S Angle	A	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Std Run	A	☐Yes ☐No	→	→	→	☐Yes	→		N/A

LOCAL AGENCY GUIDELINES DESIGN MATRIX NEW CONSTRUCTION PROJECT CHECKLIST
Page 1 of 2

Design Element	Design Level	**Meets AASHTO?** If "Yes" move down to next Design Element	If "NO"			**Is a Deviation or Design Exception Required?** If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Vertical Alignment	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Lane Width	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Shoulder Width	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Fill/Ditch Slopes	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Safety Improvements	AE	☐Yes ☐No	→	→	→	☐Yes ☐No	→		
Shared Bike/Ped. Facilities	3	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Bridges									
Lane Width	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Shoulder Width	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Vertical Clearance	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Structural Capacity	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A
Bridge Rail	D	☐Yes ☐No	→	→	→	☐Yes	→		N/A

Design Levels*

☐ Blank Cell
D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A
See Matrix Definitions for requirements

(1) When provided, must meet current standards
(2) See LAG Manual chapter 62 -- Appendix 62.70
(3) When provided must meet WSDOT Design Manual Chapter 10 standards
(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

LOCAL AGENCY GUIDELINES DESIGN MATRIX RECONSTRUCTION PROJECT CHECKLIST
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Washington State Department of Transportation

Design Manual Supplement

/s/: Harold Peterfesto
State Design Engineer

Effective Date: 6/29/2004

Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

I. Introduction

A. Purpose

To revise Washington State Department of Transportation (WSDOT) policies to address ADA accessible facilities in all projects, including preservation projects and add detectable warning surfaces to all sidewalk ramps or trail crossings.

B. References

Design Manual, M 22-01, WSDOT

Accessible Rights-of-Way, a Design Guide, U.S. Access Board, Washington D.C. 1999

Accessible Sidewalks and Street Crossings – an informational guide, USDOT, FHWA 2003

Designing Sidewalks and Trails for Access, Part 1, Review of Existing Guidelines and Practices, USDOT, FHWA 1999

Designing Sidewalks and Trails for Access, Part II, Best Practices Design Guide, USDOT, FHWA, 2003

Code of Federal Regulations 49 CFR Parts 27 and 35

C. Background

ADA compliant facilities are required on projects that alter the roadway. According to the United States Department of Justice (DOJ) Technical Assistance Manual, "resurfacing beyond normal maintenance" is an alteration; construction limited in scope to a spot repair, such as patching potholes, is considered maintenance and does not trigger additional access retrofit requirements (US DOJ, 1993c). In *Kinney v. Yerusalim,* a federal court ruled that because a street and its curb ramps are interdependent facilities, alteration of a street triggers the installation of curb ramps. Since pedestrian facilities must be accessible to persons with disabilities, it is necessary to comply with current ADA requirements. The U.S. Access Board's suspension on installing detectable warnings at pedestrian entrances into traffic lanes has expired. The only acceptable warning is the truncated dome.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

D. Discussion

FHWA expressed their concern that WSDOT's policy needed to be revised to comply with the U.S. Department of Justice ADA standards. WSDOT acknowledges the need and is implementing policy changes to address the issue by this supplement to Design Manual Chapters 325, 340, 430 and 1025.

The most significant impact is to the P1 pavement preservation program. Paving projects that propose resurfacing of Hot Mix Asphalt (HMA) or Concrete are required to address ADA issues in accordance with this supplement. Bituminous Surface Treatment projects do not trigger a requirement for addressing ADA compliance, however pedestrian access improvements are not prohibited from these projects.

Evaluate existing sidewalk ramps in accordance with the attached Supplement Figure 1025-10. If the ramp meets the ADA minimums for Preservation Projects, no further action is required at this time beyond the installation of the truncated domes, where truncated domes are not present. If the ramp does not meet the ADA minimums, then it will need to be removed and constructed or modified to meet the current standards (the same standards as Improvement Projects). If no sidewalk ramp exists at locations with existing curb, gutter, and sidewalk, then a new ramp will need to be constructed to provide an accessible route.

These requirements do not provide new funding sources for the work. The additional costs to the P1 program will need to be managed within the current funding and allocations.

Regardless of jurisdictional responsibility for the facilities, when a project affects the road surface the project owner is to install ADA devices as indicated above. For instance, if a WSDOT preservation (paver) or improvement project, abuts non-ADA compliant ramps, the WSDOT project is responsible for updating the ramps. In the case where a city, town, or county preservation (paver) or improvement project abuts non-ADA compliant ramps, the local agency is responsible for updating the ramps. On joint public works projects, the funding responsibility is subject to negotiation.

E. Implementation

This change is effective on the date of this supplement and will expire when the changes are incorporated in the *Design Manual*.

Projects advertised after September 1st, 2004 shall meet the requirements stated in this supplement. Projects currently under development or in construction must be evaluated to determine if it is feasible and reasonable to address ADA on the project.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

II. Instructions

A. Replace *Design Manual Figures 325-3, 325-4, 325-5, 325-6, & 325-7* with pages 8-12 in this supplement.

B. Replace the definition for *Pavement widening projects* in *340.03(1) Projects Types* with the following:

Pavement widening projects are expansion of the roadway surface for vehicular use and may involve earthwork, drainage, and paving elements. These projects are considered alterations of the roadway and must address ADA accessibility for Pedestrians. See Chapter 1025 for guidance on pedestrian facilities. Potential project types are:

- Turn lane — Addition of a new channelized turn bay at an intersection.

- Pullout — Pavement widening to provide auxiliary highway uses including transit stops, Washington State Patrol (WSP) enforcement pullouts, snow chain-up areas, and maintenance vehicle turnouts.

- Expansion — Widen at intersection corners, lengthen existing channelized turn bay, widening shoulders, and flattening approach taper. This type of work is not anticipated for main line sections on Interstate freeways.

- Median crossover — Restricted-use median crossover on separated highways for emergency or maintenance use.

C. Replace the definition for *Rechannelize existing pavement projects* in *340.03(1) Projects Types* with the following:

Rechannelize existing pavement projects alter the use of the roadway without additional widening. These projects may add, delete, or modify channelization features, and may include reduction of existing shoulder or lane widths. Projects that change the traffic configuration by reducing shoulders to add turn lanes are considered an alteration of the existing roadway and have the same requirements for preservation projects as it relates to pedestrian facilities for ADA accessibility. See Chapter 1025 for guidance on pedestrian facilities. Potential project types are:

- Pavement markings — Develop added storage, additional lanes, or altered lane alignment. This work may modify tapers or radii, modify painted islands, channelize bicycle lanes, or preferential-use lanes or shoulders.

- Raised channelization — New or altered raised curbing to channelization islands to enhance guidance, curtail violation or misuse, or introduce access control.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

D. Add the following after 430.08 *Fill Slopes and Ditch Inslopes*

430.09 Bike and Pedestrian

Sidewalk ramps must be addressed for ADA compliance on projects that include HMA or PCCP overlays or inlays. Evaluate existing sidewalk ramps for compliance. Construct ADA compliant sidewalk ramps as required.

On Interstate Pavement Rehab./Resurf. Projects (see Figure 325-4) that include HMA or PCCP overlays or inlays on ramps or crossroads, sidewalk ramps must be addressed for ADA compliance. Other bicycle and pedestrian elements are design exceptions on HMA or PCCP overlays or inlays on Interstate ramps or crossroads.

See Chapter 1025 for guidance on pedestrian facilities.

E. Renumber 430.09 *Intersections* to:

430.10 Intersections

F. Renumber 430.10 *Bridges* to:

430.11 Bridges

G. Renumber 430.11 *Documentation* to:

430.12 Documentation

H. Add the following to 1025.03 *Definitions*

Accessible route A continuous unobstructed pedestrian route that connects accessible elements and spaces of a building or facility. Exterior accessible routes include parking access aisles, sidewalk ramps, crosswalks at vehicular ways, walkways, ramps, paths, trails, and lifts.

Detectable warning A tactile surface that can be detected by vision impaired pedestrians. The detectable warning signals a change in the pedestrian environment, where the pedestrian is moving into a vehicular traffic area, railroad crossing, or vertical drop off. The only acceptable warnings are truncated domes.

Landing A level area (not steeper than 2% slope) at the top and bottom of a pedestrian ramp.

Truncated domes Truncated domes are small raised protrusions of between 7/8 inch and 1 & 7/16 inch in diameter and 3/16 inch in height arranged in a distinctive pattern that is readily detected and recognized by a vision impaired person using a cane for guidance. The Standard Plans show the appropriate pattern and dimensions. A contrast in color is required between the domes and the surrounding surface.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

I. Replace 1025.04(1) *General* with the following:

(1) General

Pedestrian facilities are required along and across most sections of state highways, county roads, and city streets and are an integral part of the transportation system. Walkways and other pedestrian facilities are considered in the project scoping phase. Factors that might preclude providing pedestrian facilities in a project are as follows:

- Pedestrians are prohibited by law from using the facility.
- The cost of the improvements is excessive and disproportionate to the original need or probable use (as a guide, more than 20% of the project estimate without the added pedestrian facility costs). In these instances evaluate options to trim the scope of the pedestrian improvements to a more reasonable level.
- Low population density or other site specific factors indicate that there is no need.

Pedestrians with vision impairments are not always able to discern when the pedestrian walkway crosses a roadway. The installation of detectable warnings is required on the surface of the pedestrian route at the entrance to a vehicular roadway or railroad crossing. Detectable warnings are not required at driveways where vehicular traffic volumes are minor and speeds are low. Responsibility for ADA compliance on pedestrian crossings of driveways beyond the curb is consistent with jurisdictional responsibility established in RCW 47.24.020(2). Detectable warnings are also not necessary at roadway crossings when the pedestrian travel is on the adjacent shoulder and not on a separate walkway.

Pedestrian facilities must conform to current ADA standards as follows:

Improvement Projects address the construction of a new roadway or produce major modifications to an existing roadway. In these projects, the pedestrian's needs are assessed and included, when applicable. Develop the pedestrian facilities consistent with the requirements listed in Figure 1025-10, using the ADA Standards for Improvement Projects column.

Preservation Projects on state highways (paving and resurfacing projects in cities and towns) that address the need to maintain the structural adequacy of an existing roadway are considered alterations of the roadway. These projects must also address the pedestrian's needs and include, to the maximum extent feasible, access for persons with disabilities. If an existing sidewalk ramp adjacent to the roadway, meets the ADA minimums for Preservation Projects in the Preservation Projects column in Figure 1025-10, no further action is required at this time beyond the installation of the truncated domes, where truncated domes are not present. If an existing ramp does not meet the ADA minimums, then it will need to be removed and constructed or modified to meet the standards for Improvement Projects. It is not always feasible or even possible to build pedestrian facilities to full ADA standards (as shown in the column ADA Standards for Improvement Projects) in preservation projects or alterations. When this is the case, the ADA Minimums for Preservation Projects are applicable. Document to the Design Decisions Package, all instances where ADA Standards are not provided for Improvement Projects. When a preservation project is going through an area with pedestrian facilities that meet these requirements, no other action is necessary at this time. The agency (or agencies) initiating the project is responsible for funding this work.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

The ADA standards for preservation and improvement projects are shown in Figure 1025-10.

For additional guidance contact the Assistant State Design Engineer for the region.

J. Replace 1025.07 *Pedestrian Facility Design (2) Pedestrian Travel Along Streets and Highways section (a)* with the following:

(a) **General.** When city streets form a part of the state highway system within the corporate limits of cities and towns, the city has full responsibility for and control over any such street beyond the curbs and if no curb is installed, beyond that portion of the highway used for highway purposes. See RCW 47.24.020(2). Proposed projects that will damage or remove existing sidewalks or other walkways within the city's jurisdiction must include reconstruction of these facilities. A construction permit may be required for an agency to perform work beyond their jurisdictional responsibility. Examples of various types of pedestrian walkways are shown in Figures 1025-2a and 1025-2b.

The minimum clear width required by a person in a wheelchair or a walker is 3 feet for the evaluation of existing facilities. New facilities are to be developed in accordance with the *Design Manual*. Utility poles and other fixtures located in the sidewalk can be obstacles for pedestrians with disabilities. Provide an ADA-compliant route around these obstructions. When relocation of these utility poles and other fixtures is necessary in a project, determine the impact of their new location on any pedestrian walkways. Utility vaults and junction boxes with special lids are used for installations in sidewalks to reduce tripping hazards and improve traction. Improvement projects might provide opportunities to eliminate existing utilities that are obstructions in the pedestrian route.

Hanging or protruding objects within the walkway might also present unknown obstacles for pedestrians with visual impairments. The minimum vertical clearance for objects overhanging a walkway, including signs, is 7 feet. Objects that protrude more than 4 inches into the walkway are obstacles and warning devices and other countermeasures are necessary.

Where the walkway is located behind guardrail, protruding guardrail bolts are cut off or a rub rail is installed to prevent snagging on the bolts. These construction requirements are specified in the contract.

Provide a smooth finish to vertical concrete surfaces adjacent to a pedestrian facility to prevent snagging or abrasive injuries from accidental contact with the surface.

Design Manual Supplement
Addressing ADA Accessible Facilities on Road, Street, and Highway Projects

Item	ADA Standards for Improvement Projects (New, Reconstruction or Modification)	ADA Minimums for Evaluating Existing Facilities on Preservation Projects (Resurfacing or Paving Projects)
Sidewalk ramps		
Truncated Domes	Bottom 2 ft of ramp	Bottom 2 ft of ramp
Contrasting Colors	Yes	Yes
Landings[1] (Length)	48 inches Min.[2]	36 inches Min.[2]
Longitudinal Slopes	12H:1V (8%)	8H:1V[3]
Cross Slopes	48H:1V (2%)	Minimum feasible
Width	48 inches[2]	36 inches[2]
Flare Side Slopes	10H:1V[4]	10H:1V
Accessible Routes		
Width	48 inches[5]	36 inches[5]
Longitudinal Slopes[6]	12H:1V (8%)	Not to exceed the grade of the adjacent roadway[7]
Cross Slopes	48H:1V (2%)	Minimum feasible
Ramps[8, 9]		
Landings[10] (Length)	60 inches[2]	60 inches[2]
Longitudinal Slopes	12H:1V (8%)[6]	8H:1V[3]
Cross Slopes	48H:1V (2%)	Minimum feasible
Width	44 inches	36 inches
Max. Rise Btwn. Landings.	30 inches	30 inches

Notes:

1. The slope of the gutter pan or roadway surface at the bottom of ramp cannot exceed 20H:1V.
2. The width of the landing shall not be less than the ramp width.
3. 10H:1V to 12H:1V is allowed for rises up to 6 inches, 8H:1V to 10H:1V allowed for rises up to 3 inches.
4. Exception: Where the width of the walking surface at the top of the ramp and parallel to the run is less than 48", the maximum side slope shall be 12H:1V.
5. If the width is less than 60", passing spaces at least 60" x 60" shall be provided at intervals not to exceed 200'.
6. If accessible route is adjacent to a roadway, then the slope is allowed to match the profile of the road.
7. Running slope can exceed grade of adjacent roadway provided it is less than 20H:1V.
8. A ramp in this context is on a walkway on a separate alignment and does not abut a roadway. These ramps have slopes greater than 20H:1V.
9. Ramps shall have handrails with the exception of curb ramps.
10. Landings required at top and bottom of ramp.

ADA Requirements
Figure 1025-10

7

⇩ Project Type																Bridges			Barriers		
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width (13)	On/Off Conn.	Median Width	Cross Slope Lane	Cross Slope Shldr	Fill/Ditch Slopes	Clear Zone	Sign. (10)	Delini. (9)	Illumin.	Vert. Clear. (11)	Bike & Ped.	Lane Width	Shldr Width	Structural Capacity	Term. & Trans. Section (12)	Std Run	Bridge Rail (14)(19)
(1-1) Preventive Maintenance																					
Pavement Restoration																					
(1-2) Diamond Grinding										EU	EU	F		DE					F	EU	F
(1-3) Milling with HMA Inlays									EU	F	EU	F		DE					F	EU	F
(1-4) Nonstructural Overlay				DE			EU	EU	EU	F	EU	F		EU					F	F	F
Pavement Rehab./Resurf.																					
(1-5) HMA Structural Overlays	EU	DE	F	F	F(17)	DE	F	EU	F	F	EU	F	F	F		F	DE		F	F	F
(1-6) PCCP Overlays	EU	DE	F	F	F(17)	DE	F	EU	F	F	EU	F	F	F		F	DE		F	F	F
(1-7) Dowel Bar Retrofit	EU	DE	F	F	F(17)	DE	DE		F	F	EU	F	F	DE			DE		F	F	F
Bridge Rehabilitation																					
(1-8) Bridge Deck Rehabilitation												F		F		F	DE	(11)	F (6)	F(22)	F
Safety																					
(1-9) Median Barrier				DE															F	F	
(1-10) Guardrail Upgrades				DE						F									F	F	
(1-11) Bridge Rail Upgrades																			F	F(22)	F
Reconstruction (16)																					
(1-12) New/Reconstruction	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F

☐ Not Applicable
F Full design level. See Chapter 440.
DE Design Exception to full design level.
EU Evaluate Upgrade to full design level.

(6) Applies only to bridge end terminals and transition sections.
(9) Continuous shoulder rumble strips required in rural areas. See Chapter 700.
(10) See Chapter 820.
(11) See Chapter 1120.
(12) Impact attenuators are considered as terminals.
(13) See Chapters 440 and 640.
(14) Includes crossroad bridge rail. See Chapter 710.
(16) For design elements not in the matrix headings, apply full design level as found in the applicable chapters and see 325.03(2).
(17) DE for existing acceleration/deceleration lanes when length meets posted freeway speed and no significant accidents. See Chapter 940.
(19) The funding sources for bridge rail are a function of the length of the bridge. Consult programming personnel.
(22) Upgrade barrier, if necessary, within 200 ft of the end of the bridge.

Design Matrix 1
Interstate Routes (Main Line)
Figure 325-3

⇩ Project Type	Ramps and Collector Distributors																				Cross Road										
															Ramp Terminals			Barriers											Barriers		
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width	Lane Tran-sition	On/Off Conn.	Cross Slope Lane	Cross Slope Shldr	Fill/ Ditch Slopes	Limited Access	Clear Zone	Sign., Del., Illumin. (9)(10)	Vertical Clear. (11)	Bike & Ped.	Turn Radii	Angle	I/S Sight Dist.	Term. & Trans. Section (12)	Std Run	Bridge Rail (14)(19)	Lane Width	Shldr Width	Fill/ Ditch Slopes	Limited Access	Clear Zone	Sign., Del., Illumin. (10)	Vert. Clear. (11)	Ped. & Bike	Term. & Trans. Section (12)	Std Run	Bridge Rail (14)(19)
(2-1) Preventive Maintenance																															
Pavement Restoration																															
(2-2) Diamond Grinding											EU	F(15)						F	EU	F					EU	F(15)			F	EU	F
(2-3) Milling with HMA Inlays									EU		F	F(15)	F					F	F	F			EU		F	F(15)		M	F	F	F
(2-4) Nonstructural Overlay							EU	EU	EU		F	F(15)	F					F	F	F			EU		F	F(15)		M	F	F	F
Pavement Rehab./Resurf.																															
(2-5) HMA Structural Overlays	EU	DE	F	F	F	F(17)	F	EU	F	F	F	F(15)	F		F	F	F	F	F	F	DE	DE	DE	F	F	F(15)	F	M	F	F	F
(2-6) PCCP Overlays	EU	DE	F	F	F	F(17)	F	EU	F	F	F	F(15)	F		F	F	F	F	F	F	DE	DE	DE	F	F	F(15)	F	M	F	F	F
(2-7) Dowel Bar Retrofit	DE		DE	DE	F	F(17)	DE		F	F	F	F(15)	DE		F	F	F	F	F	F				F		F(15)			F	F	F
Bridge Rehabilitation																															
(2-8) Bridge Deck Rehabilitation													F					F(6)	F(22)	F							F	M	F(6)	F(22)	F
Safety																															
(2-9) Guardrail Upgrades				DE							F							F	F										F	F	
(2-10) Bridge Rail Upgrades																		F	F(22)	F									F	F(22)	F
Reconstruction (16)																															
(2-11) New/Reconstruction	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F	F

☐ Not Applicable
F Full design level. See Chapter 440.
M Modified design level. See Chapter 430.
DE Design Exception to full design level.
EU Evaluate Upgrade to full design level.

(6) Applies only to bridge end terminals and transition sections.
(9) Continuous shoulder rumble strips required in rural areas. See Chapter 700.
(10) See Chapter 820.
(11) See Chapter 1120.
(12) Impact attenuators are considered as terminals.
(14) Includes crossroad bridge rail. See Chapter 710.
(15) EU for signing and illumination.
(16) For design elements not in the matrix headings, apply full design level as found in the applicable chapters and see 325.03(2).
(17) DE for existing acceleration/deceleration lanes when length meets posted freeway speed and no significant accidents. See Chapter 940.
(19) The funding sources for bridge rail are a function of the length of the bridge. Consult programming personnel.
(22) Upgrade barrier, if necessary, within 200 ft of the end of the bridge.

Design Matrix 2
Interstate Interchange Areas
Figure 325-4

⇩ Project Type																Bridges (11)				Intersections			Barriers		
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width	Lane Tran-sition	On/Off Conn.	Median Width	Cross Slope Lane	Cross Slope Shldr	Fill/ Ditch Slopes	Access (3)	Clear Zone (18)	Sign., Del., Illumin.	Basic Safety	Bike & Ped.	Lane Width	Shldr Width	Vertical Clear-ance	Structural Capacity	Turn Radii	Angle	I/S Sight Dist.	Term. & Trans. Section (12)	Std Run	Bridge Rail (14)(19)
Preservation																									
Roadway																									
(3-1) Non-Interstate Freeway	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F		B	B		DE/F	DE/F	F					B	B	F
(3-2) HMA/PCCP/BST Overlays	DE/M	DE/M	DE/M	DE/M	DE/F	DE/F	DE/M	DE/M	DE/M	DE/M			B	B	M	DE/M	DE/M	F				B	B	B	F
(3-3) Replace HMA w/ PCCP at I/S	DE/M	DE/M	EU/M	EU/M	DE/F		DE/M	EU/M	DE/M	DE/M			B	B	M	DE/M	DE/M	F				B	B	B	F
Structures																									
(3-4) Bridge Replacement	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)		F	F		F	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(3-5) Bridge Deck Rehab.													B	B	M			F					F(6)	F(22)	F
Improvements (16)																									
Mobility																									
(3-6) Non-Interstate Freeway	F	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F	F	F	F	F	F	F	F
(3-7) Urban	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(3-8) Rural	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(3-9) HOV	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(3-10) Bike/Ped. Connectivity	(5)	(5)	(5)	(5)	(5)			(5)	(5)	(5)	(5)	(5)	(5)		F	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Safety																									
(3-11) Non-Interstate Freeway	F	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F		F	F	F	F	F	F
(3-12) Intersection (1)			F(2)	F(2)	F					F (2)	F	F	F		M					F	F	F	F	F	F
(3-13) Corridor (1)(24)	M(4)	M(4)	M(4)	M(4)	F	F(17)	M(4)	M(4)	M(4)	M(4)	F	F	F		F	M(4)	M(4)	F		M(4)	M(4)	F	F	F	F
(3-14) Median Barrier				DE/F																			F(20)	F(20)	
(3-15) Guardrail Upgrades				DE/F																			F	F(23)	
(3-16) Bridge Rail Upgrades																							F	F(22)	F
(3-17) Risk: Roadside										F	EU/F	F	F										F	F	F
(3-18) Risk: Sight Distance	F/M(21)	F/M(21)	F/M(21)	F/M(21)						F/M(21)		F	F		F	F(21)	F(21)	F		F/M(21)	F/M(21)	F(21)	F	F	F
(3-19) Risk: Roadway Width			F/M(21)	F/M(21)	F(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	EU/F	F	F		F	F(21)	F(21)	F		F/M(21)	F/M(21)	F(21)	F	F	F
(3-20) Risk: Realignment	F(2)	F(2)	F(2)	F(2)	F	F(2)	F(2)	F(2)	F(2)	F(2)	F	F	F		F	F(2)	F(2)	F		F(2)	F(2)	F(2)	F	F	F
Economic Development																									
(3-21) Freight & Goods (Frost Free)(8)	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)	EU/F	F	B		EU/F (26)	DE/F	DE/F	F	F	EU/F	EU/F	EU/F	F	F	F
(3-22) Four-Lane Trunk System	F	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F	F	F	F	F	F	F	F
(3-23) Rest Areas (New)	F	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F		F	F	F	F	F	F
(3-24) Bridge Restrictions	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F (2)		F	F		EU/F (26)	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(3-25) Bike Routes (Shldrs)			EU/M	(7)	EU/F				EU/M	EU/M			B	B	F	EU/M	EU/M	F				B	F	B	EU/F

☐ Not Applicable
F Full design level. See Chapter 440.
M Modified design level. See Chapter 430.
B Basic design level. See Chapter 410.
F/M Full for freeways/Modified for nonfreeway
DE Design Exception
EU Evaluate Upgrade

(1) Collision Reduction (HAL, HAC, PAL), or Collision Prevention (At-Grade Removal, Signalization & Channelization). Specific deficiencies that created the project must be upgraded to design level as stated in the matrix.
(2) Modified design level may apply based on a corridor or project analysis. See 325.03(5).
(3) If designated as L/A acquired in the Access Control Tracking System, limited access requirements apply. If not, managed access applies. See 325.03(5).
(4) Full design level may apply based on a corridor or project analysis. See 325.03(5).
(5) For bike/pedestrian design see Chapters 1020 and 1025.
(6) Applies only to bridge end terminals and transition sections.
(7) 4 ft minimum shoulders.
(8) If all weather structure can be achieved with spot digouts and overlay, modified design level applies to NHS highways and basic design level applies to non-NHS highways.
(11) See Chapter 1120.
(12) Impact attenuators are considered as terminals.
(14) Includes crossroad bridge rail. See Chapter 710.
(16) For design elements not in the matrix headings, apply full design level as found in the applicable chapters and see 325.03(2).
(17) DE for existing acceleration/deceleration lanes when length meets posted freeway speed and no significant accidents. See Chapter 940.
(18) On managed access highways within the limits of incorporated cities and towns, City and County Design Standards apply to areas outside the curb or outside the paved shoulder where no curb exists.
(19) The funding sources for bridge rail are a function of the length of the bridge. Consult programming personnel.
(20) Applies to median elements only.
(21) Analyses required. See 325.03(5) for details.
(22) Upgrade barrier, if necessary, within 200 ft of the end of the bridge.
(23) See description of Guardrail Upgrades Project Type, 325.03(1) regarding length of need.
(24) Apply Full design level to projects that realign or reconstruct significant portions of the alignment.
(26) Sidewalk ramps must be addressed for ADA compliance. See Chapter 1025.

Design Matrix 3
Main Line NHS Routes (Except Interstate)
Figure 325-5

⇩ Project Type	Ramps and Collector Distributors																				Cross Road											
															Ramp Terminals			Barriers												Barriers		
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width	Lane Tran-sition	On/Off Conn.	Cross Slope Lane	Cross Slope Shldr	Fill/ Ditch Slopes	Access (3)	Clear Zone	Sign, Del., Illumin.	Basic Safety	Bike & Ped.	Turn Radii	Angle	I/S Sight Dist.	Term. & Trans. Section (12)	Std Run	Bridge Rail (14)(19)	Lane Width	Shldr Width	Fill/ Ditch Slopes	Access (3)	Clear Zone	Sign., Del., Illumin.	Basic Safety	Vert. Clear. (11)	Ped. & Bike	Term. & Trans. Section (12)	Std . Run	Bridge Rail (14)(19)
Preservation																																
Roadway																																
(4-1) Non-Interstate Freeway	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F	DE/F		B	B		DE/F	DE/F	DE/F	B	B	F	DE/F	DE/F	DE/F			B	B	F	M	B	B	F
(4-2) HMA/PCCP/BST Overlays Ramps												B	B				B	B	B	F						B	B	F	M	B	B	F
Structures																																
(4-3) Bridge Replacement	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F	F	F	F	F	F	F (2)	F (2)	F (2)	F	F	F		F	F	F	F	F
(4-4) Bridge Deck Rehab.												B	B					B (6)	F(22)	F						B	B	F	M	F(6)	F(22)	F
Improvements (16)																																
Mobility																																
(4-5) Non-Interstate Freeway	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F	F
(4-6) Urban	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F	F	F (2)	F (2)	F (2)	F	F	F		F	F	F	F	F
(4-7) Rural	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F	F	F (2)	F(2)	F (2)	F	F	F		F	F	F	F	F
(4-8) HOV By Pass	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F	F	F (2)	F (2)	F (2)	F	F	F		F	F	F	F	F
(4-9) Bike/Ped. Connectivity	(5)	(5)	(5)	(5)	(5)		(5)	(5)	(5)	(5)	(5)	(5)		F	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)			(5)		(5)	F	(5)	(5)	(5)
Safety																																
(4-10) Non-Interstate Freeway	F	F	F	F	F	F	F	F	F	F	F	F			F	F	F	F	F	F	F	F	F	F	F	F		F	M	F	F	F
(4-11) At Grade (1)(25)	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	F	F	F (2)	F (2)	F (2)	F	F	F		F	F	F	F	F
(4-12) Intersection (1)			F(2)	F(2)	F					F	F	F			F	F	F	F	F	F				F	F	F		F	M	F	F	F
(4-13) Guardrail Upgrades				DE/F														F	F											F	F(23)	
(4-14) Bridge Rail Upgrades																														F	F(22)	F
(4-15) Risk: Roadside										F	EU/F	F													EU/F					F	F	F
(4-16) Risk: Sight Distance	F/M(21)	F/M(21)								F/M(21)		F		F	F/M(21)	F/M(21)	F	F	F	F				F/M(21)			F/M(21)	F			
(4-17) Risk: Roadway Width			F/M(21)	F/M(21)	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F		F	F/M(21)	F/M(21)	F	F	F	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	EU/F				F	F	F	F
(4-18) Risk: Realignment	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F		F	F/M(21)	F/M(21)	F	F	F	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	EU/F			F/M(21)	F	F	F	F
Economic Development																																
(4-19) Four-Lane Trunk System	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F	F	F	F	F	F	F	F	F	F	F		F		F	F	F

☐ Not Applicable
F Full design level. See Chapter 440.
M Modified design level. See Chapter 430.
B Basic design level. See Chapter 410.
F/M Full for freeways/Modified for nonfreeway
DE Design Exception
EU Evaluate Upgrade

(1) Collision Reduction (HAL, HAC, PAL), or Collision Prevention (At-Grade Removal, Signalization & Channelization). Specific deficiencies that created the project must be upgraded to design level as stated in the matrix.
(2) Modified design level may apply based on a corridor or project analysis. See 325.03(5).
(3) If designated as L/A acquired in the Access Control Tracking System, limited access requirements apply. If not, managed access applies. See 325.03(5).
(4) Full design level may apply based on a corridor or project analysis. See 325.03(5).
(5) For bike/pedestrian design see Chapters 1020 and 1025.
(6) Applies only to bridge end terminals and transition sections.
(11) See Chapter 1120.
(12) Impact attenuators are considered as terminals.
(14) Includes crossroad bridge rail. See Chapter 710.
(16) For design elements not in the matrix headings, apply full design level as found in the applicable chapters and see 325.03(2).
(19) The funding sources for bridge rail are a function of the length of the bridge. Consult programming personnel.
(21) Analyses required. See 325.03(5) for details.
(22) Upgrade barrier, if necessary, within 200 ft of the end of the bridge.
(23) See description of Guardrail Upgrades Project Type, 325.03(1) regarding length of need.
(25) For main line, use the Project Type row for Safety, Non-Interstate Freeway on Matrix 3 for NHS and on Matrix 5 for non-NHS.

Design Matrix 4
Interchange Areas, NHS (Except Interstate) and Non-NHS
Figure 325-6

⇩ Project Type															Bridges (11)				Intersections			Barriers		
Design Elements ⇨	Horiz. Align.	Vert. Align.	Lane Width	Shldr Width	Lane Tran-sition	Median Width	Cross Slope Lane	Cross Slope Shldr	Fill/ Ditch Slopes	Access (3)	Clear Zone (18)	Sign, Del., Illumin.	Basic Safety	Bike & Ped.	Lane Width	Shldr Width	Vertical Clear.	Structural Capacity	Turn Radii	Angle	I/S Sight Dist.	Term. & Trans. Section (12)	Std Run	Bridge Rail (19)
Preservation																								
Roadway																								
(5-1) HMA/PCCP												B	B	M			F				B	B	B	F
(5-2) BST																								
(5-3) BST Routes/Basic Safety												B	B								B	B	B	F
(5-4) Replace HMA with PCCP at I/S			EU/M	EU/M		EU/M	EU/M					B	B	M			F					B	B	F
Structures																								
(5-5) Bridge Replacement	M	F	M	M	F		M	M	M		F	F		F	F (2)	F (2)	F	F	M	M	F	F	F	F
(5-6) Bridge Repl. (Multilane)	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)		F	F		F	F (2)	F (2)	F	F	F (2)	F (2)	F	F	F	F
(5-7) Bridge Deck Rehab												B	B	M								F(6)	F(22)	F
Improvements (16)																								
Mobility																								
(5-8) Urban (Multilane)	F (2)	F (2)	F (2)	F (2)	F	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F	F	EU/F	EU/F	F	F	F	F
(5-9) Urban	M	M	M	M	F		M	M	M	F	F	F		F	M	M	F	F	EU/M	EU/M	F	F	F	F
(5-10) Rural	M	M	M	M	F	M	M	M	M	F	F	F		F	M	M	F	F	EU/M	EU/M	F	F	F	F
(5-11) HOV	M	M	M	M	F	M	M	M	M	F	F	F		F	M	M	F	F	EU/M	EU/M	F	F	F	F
(5-12) Bike/Ped. Connectivity	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)		F	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Safety																								
(5-13) Non-Interstate Freeway	F (2)	F (2)	F (2)	F (2)	F (2)	F (2)	F (2)	F (2)	F (2)	F	F	F		F	F (2)	F (2)	F		F (2)	F (2)	F	F	F	F
(5-14) Intersection (1)			M (4)	M (4)	F				M(4)	F	F	F		M					M (4)	M (4)	M (4)	F	F	F
(5-15) Corridor (1)	M (4)	M (4)	M (4)	M (4)	F	M (4)	M (4)	M (4)	M (4)	F	F	F		M	M (4)	M (4)	F		M (4)	M (4)	M (4)	F	F	F
(5-16) Median Barrier				DE/F																		F(20)	F(20)	
(5-17) Guardrail Upgrades				DE/F																		F	F(23)	
(5-18) Bridge Rail Upgrades																						F	F(22)	F
(5-19) Risk: Roadside											F	F										F	F	F
(5-20) Risk: Sight Distance	F/M(21)	F/M(21)								F(21)		F		F	F(21)	F(21)	F(21)		F/M(21)	F/M(21)	F(21)	F	F	F
(5-21) Risk: Roadway Width			F/M(21)	F/M(21)	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F(21)	F	F		F	F(21)	F(21)	F(21)		F/M(21)	F/M(21)	F(21)	F	F	F
(5-22) Risk: Realignment	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F	F/M(21)	F/M(21)	F/M(21)	F/M(21)	F(21)	F	F		F	F(21)	F(21)	F(21)		F/M(21)	F/M(21)	F(21)	F	F	F
Economic Development																								
(5-23) Freight & Goods (Frost Free) (8)	EU/M	EU/M	EU/M	EU/M	EU/F	EU/M	M	M	EU/M		F	B	B	EU/F (26)	EU/M	EU/M	F		EU/M	EU/M	EU/F	F	B	F
(5-24) Rest Areas (New)	F	F	F	F	F	F	F	F	F	F	F	F		F	F	F			F	F	F	F	F	F
(5-25) Bridge Restrictions	M	F	M	M	F	M	M	M	M		F	F		EU/F (26)	M	M	F	F	M	M	F	F	F	F
(5-26) Bike Routes (Shldrs)			EU/M	(7)	EU/F			EU/M	EU/M			B	B	F	EU/M	EU/M					B	F	B	EU/F

☐ Not Applicable
F Full design level. See Chapter 440.
M Modified design level. See Chapter 430.
F/M Full for freeways/Modified for nonfreeway
B Basic design level. See Chapter 410.
DE Design Exception
EU Evaluate Upgrade

(1) Collision Reduction (HAL, HAC, PAL), or Collision Prevention (At Grade Removal, Signalization & Channelization). Specific deficiencies that created the project must be upgraded to design level as stated in the matrix.
(2) Modified design level may apply based on a corridor or project analysis. See 325.03(5).
(3) If designated as L/A acquired in the Access Control Tracking System, limited access requirements apply. If not, managed access applies. See 325.03(5).
(4) Full design level may apply based on a corridor or project analysis. See 325.03(5).
(5) For bike/pedestrian design see Chapters 1020 and 1025.
(6) Applies only to bridge end terminals and transition sections.
(7) 4 ft minimum shoulders.
(8) If all weather structure can be achieved with spot digouts and overlay, modified design level applies to NHS highways and basic design level applies to non-NHS highways.

(11) See Chapter 1120.
(12) Impact attenuators are considered as terminals.
(16) For design elements not in the matrix headings, apply full design level as found in the applicable chapters and see 325.03(2).
(18) On managed access highways within the limits of incorporated cities and towns, City and County Design Standards apply to areas outside the curb or outside the paved shoulder where no curb exists.
(19) The funding sources for bridge rail are a function of the length of the bridge. Consult programming personnel.
(20) Applies to median elements only.
(21) Analyses required. See 325.03(5) for details.
(22) Upgrade barrier, if necessary, within 200 ft of the end of the bridge.
(23) See description of Guardrail Upgrades Project Type, 325.03(1) regarding length of need.
(26) Sidewalk ramps must be addressed for ADA compliance. See Chapter 1025.

Design Matrix 5
Main Line Non-NHS Routes
Figure 325-7

44.1 General Discussion

After a project's location and design have been approved, work begins on the final version of its plans, specifications, and cost estimates (PS&E). These documents are used to award and administer a construction contract. The PS&E must be approved as defined in Chapter 13, Becoming Certified to Administer FHWA Projects, before the project can be advertised for construction.

PS&E approval is done by the local agency as identified in the Washington State Department of Transportation (WSDOT)/Local Agency Certification Acceptance (CA) Agreement. The approving authority identified on the CA Agreement must approve the plans and specifications, and a professional engineer licensed in the state of Washington must seal and date the plans and specifications.

The local agency should use the Project Development Checklist (Chapter 14, Developing Projects Using Local Agency Guidelines) to check for completeness of the contract plans prior to approving them.

The local agency should have a commitment file, when applicable, containing a summary of commitments made during project development. The file should be reviewed to ensure that the commitments are incorporated in the PS&E. These commitments typically involve right-of-way or environmental considerations (see Appendix 44.78 for list of possible required permits).

A copy of the bid documents should be furnished to Region Local Programs Engineers prior to advertisement for a check of completeness.

Any local agency project with work on state routes shall obtain PS&E approval from WSDOT.

On state ad-and-award projects, WSDOT will review and approve the PS&E prior to printing contract plans. An estimate of the cost of this service can be obtained from the Region Local Programs Engineer. Refer to forms for a checklist.

44.2 PS&E Requirements

.21 Wage Rates. For information on state law requirements, contact the Municipal Research and Services Center for a listing of current laws. State and federal wage rates must be included for all Federal Highway Administration (FHWA) projects advertised by a local agency. The wage rates used will reflect the latest rates approved by the Washington State Department of Labor and Industries (L&I) and the U.S. Department of Labor. Refer to CFR 29 part 30 and RCW 39.12 and RCW 49.28.

The Federal Davis-Bacon Act predetermined minimum wage must be paid to all covered workers on federal aid projects exceeding $2,000 that are located on a federally classified highway. The Davis-Bacon requirements do not apply to force account work performed by agency forces.

If a project is located on a federally classified minor collector or below and is funded through either the bridge (BR), safety (HES) or enhancement category, the project is not subject to the federal wage rate requirement only the State law.

The applicability of Davis-Bacon to a transportation enhancement project is dependent on the relationship or linkage of the project to a federal aid highway. If the project is "linked" to a federal aid highway based on proximity or impact (i.e., without the federal aid highway the project would not exist), then Davis-Bacon requirements apply. Examples of such projects include the removal of outdoor advertising, a wetland to filter highway drainage, etc.

If the project is not "linked" to a particular federal aid highway and is eligible based solely on function (i.e., a transportation facility, such as an independent bike path, the restoration of a railroad station, etc.), then the Davis-Bacon requirements do not apply. However, the Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a federal aid highway, regardless of the transportation enhancement characteristics.

Another Davis-Bacon issue is the acceptability of using volunteer labor on transportation enhancement projects. The Department of Labor states in its Field Operations Handbook (Section 15): "There are no exceptions to Davis-Bacon coverage for volunteer labor unless an exception is specifically provided for in the particular Davis-Bacon Related Act under which the project funds are derived." The Davis-Bacon Related Act for the Federal Aid Highway Program (23 U.S.C. Section 113) is silent on this subject. Therefore, on transportation enhancement projects subject to Davis-Bacon coverage, a contractor or subcontractor may not use volunteer labor. On the other hand, a state highway or local government agency may use volunteer laborers under their direct control as a force account effort.

Local agencies that have phone access to the WSDOT mainframe computer in Olympia may access the Wage Rate data file. If a local agency is not "on line," wage rates can be requested through the Region Local Programs Engineer.

The effective date for state and federal rates is determined as follows:

a. State Wage Rates. L&I will use the date that bids are due as the effective date for determining prevailing wages provided that the contract is awarded within 60 days after bids are due (RCW 39.12). If the contract is not awarded within 60 days after bids are due, L&I will determine the prevailing wage on the date the contract is awarded.

b. Federal Wage Rates. This data is received from the USDOL in a document entitled "General Wage Determinations Issued Under the Davis-Bacon and Related Acts." Modifications are issued weekly by the USDOL. The effective date for federal wage rates is the date of notice in the Federal Register or the date on which written notice is received by WSDOT, whichever occurs first. All modifications on projects to which the determination applies are effective if published before contract award. The following are exceptions:

- The effective date for determining state prevailing wage rates shall be the date of bid opening. For contracts awarded more than six months after the bid opening date, the effective date for determining the wage rates shall be the award date.
- The effective date for determining federal prevailing wage rates shall be ten days prior to bid opening (or less if the engineer determines an addenda can be issued prior to bid opening). For contracts awarded more than 90 days after the bid opening date, the effective date for determining the wage rates shall be the award date.

  Prior to bid opening, the local agency may contact the Support Systems Engineer in the Plans Branch of WSDOT at (360) 705-7455, to see if wage rates have changed or pending.

  To minimize the possibility of out-of-date state and federal wage rates at the time of bid opening, the wage rates should be requested from the Region Local Programs Engineer seven days before the advertising date.

.22 Other Requirements.

a. Form FHWA-1273. Each set of contract documents shall include Form FHWA-1273, "Required Contract Provisions, FHWA Construction Contracts," and such amendments that modify the FHWA-1273. Copies of the FHWA-1273 Form and amendments are available from the Region Local Programs Engineer.

b. Affirmative Action. See Chapter 27, Equal Employment Opportunity and Training.

c. DBE. In accordance with FHWA and WSDOT efforts to increase DBE (Disadvantaged Business Enterprises) participation in FHWA projects, WSDOT has developed a management-by-objective goal-setting process for DBE participation. For additional information, see Chapter 26, Disadvantaged Business Enterprises.

d. "Buy-America" Requirements. Steel that is permanently incorporated into the project shall consist of American-made materials, as outlined
in the required GSP.

The local agency must include a provision containing the "Buy-America" requirements in each contract. General Special Provisions similar to those now used by WSDOT can be used by the local agency. These general special provisions are included in the WSDOT *Amendments and General Special Provisions p*ublication.

e. Traffic Control Plans. Traffic Control Plans (TCP) shall be consistent with Part 6 of the MUTCD and WSDOT Standard Plans, Series K. Detour Plans and agreements shall be included in the contract documents to demonstrate constructability. All Traffic Control Plans shall be referenced in the contract documents for low volume roads, Part 5.

Construction projects that impact bicycle and/or pedestrian traffic must include accommodation for all impacted modes of travel in the contract Traffic Control Plans.

Beginning in the summer of 2006, a work zone process review program will be in effect that will evaluate each agency's compliance with the approved TCP and MUTCD requirements.

f. A "tied bid" is where otherwise separate contacts are advertised and bid together as a single contract. A federal aid highway project may be tied with a non-federal aid highway project, providing the CA agency documents the tying of bids does not increase the cost of the federal aid highway project.

g. Sole Source Justification. Justification for the use of agency-supplied materials must be documented by the local agency. The materials must have been produced by agency forces or acquired through competitive bidding. Material purchased from a sole source may be used only with justification by the CA Agency.

h. Warranty/Guarantee. No warranty requirement shall be approved which may place an undue obligation on the contractor for items or conditions over which the contractor has no control. Warranties/ guarantees shall not be included in federal aid projects or the bonds except as follows:

On NHS construction contracts a warranty can be included in the contract in accordance with the following: Warranty provisions shall be for a specific product or feature. Items of maintenance not eligible for federal participation shall not be covered. All warranty requirements and subsequent revisions shall be submitted to the WSDOT Region Local Programs Engineer and forwarded to FHWA for advance approval.

On non- NHS construction contracts a warranty can be included in the contract in accordance with the following: Project warranty/maintenance provisions may be included in a project if a non-participating bid item and special provision is included in the contract. All other warranty requirements other than product or feature, and subsequent revisions, shall be submitted to Region Local Programs Engineer for advance approval.

23 Local Ad and Award Projects. See Chapter 46.

.24 State Ad and Award Projects. See Chapter 45.

44.3 Document Requiring Professional Stamps

The following documents require a PE stamp upon completion. The Professional Engineer with responsible charge of the project will assure that appropriate engineering reports and documents are stamped in accordance with RCW 18.43.070. If a particular "Engineering Report or Document" is not listed, it is not necessarily exempt from the requirement.

In nearly all cases, the responsibility will rest with the agency or consultant PE, but if a WSDOT engineer has responsible charge of a particular item, they will also have the responsibility to stamp the appropriate document.

The list includes:

- Design Reports
- Right-of-Way Plans
- Type, Size, and Location Report
- Design Approval Report
- Design Decision Summary
- Plans, Specifications (with appropriate Division 1 approvals as outlined in Section 44.5), and Estimates, including all plan sheets.
- Special Provisions
- Temporary Water Pollution Control Plan
- Plans for Falsework and Forms, normally the contractor's responsibility
- Bridge Design Report
- As Built Plans
- Technical Change Orders
- Value Engineering Study Report
- Standards Deviation Request
- Emergency Contracts that contain the equivalent of PS&E documents

44.4 Contract Plans

For state ad-and-award projects, the plans should be prepared in accordance with the WSDOT *Plans Preparation Manual* (M 22-31). For local ad-and-award projects, there are no federal or state requirements for plan sheet size or guidelines for preparing contract plans.

For both state and local ad-and-award projects, the plans shall carry the seal and signature of a registered Professional Engineer, in accordance with RCW 18.43.070.

44.5 Specifications

WSDOT publishes and distributes the *Standard Specifications*, and the *Amendments and General Special Provisions*. On federal aid projects, any revision to division 1 or Division 1-99 of the Standard Specifications or approved Division 1 revision (Amendment or General Special Provision) requires prior approval from Highways and Local Programs.

.51 ***Standard Specifications*.** All FHWA funded projects, including local agency force projects, will be constructed in conformance with the current combined WSDOT and APWA *Standard Specifications for Road, Bridge, and Municipal Construction*, and such amendments that modify these specifications.

.52 Amendment to the *Standard Specifications*. These amendments are approved changes to the S*tandard Specifications.*

.53 General Special Provisions. These are specifications that describe special project features in common usage.

.54 APWA Amendments. These are specifications unique to local agency projects. See *Standard Specifications* APWA Supplement 1-99.

.55 Special Provisions. Since Special Provisions are specifications governing matters peculiar to an individual project, they are not covered in the *Standard Specifications*. Their use should be held to a minimum and applicable *Standard Specifications* should be used instead. Issues mandated in the state and federal laws shall not be changed.

Special Provisions are required:

a. For the presentation of all features of a project not covered by the S*tandard Specifications* and *General Special Provisions*.

b. Where the *Standard Specifications* are being amended.

c. For any deviation from the *Standard Specifications* with regard to materials, construction details, measurement, and payment.

d. When noted in the WSDOT Standard Item Table.

The following paragraphs discuss some pertinent aspects of special provisions.

- All nonstandard pay items shall be covered in the Special Provisions.
- For high cost and major projects, the local agency is encouraged to include a value engineering incentive clause in their construction specifications encouraging the contractor to propose changes in contract requirements that will accomplish the project's functional requirements at less cost.
- Traffic control must be in accordance with the MUTCD. A Special Provision shall be prepared outlining traffic control requirements and including any pay items.
- Neatline measurement of quantities is allowed by special provision. This specification may allow payment of the neatline measurement from the lines and grades as shown on the plans or as directed by the Engineer's stakes on the ground. This may apply to aggregates, base course, and surfacing. On asphalt quantities, the unit price could include the cost of coring to verify density and depths. Culvert and pipeline installation may be paid by the lineal foot-in-place with bedding, backfill, and compaction as incidental to the unit price. In these instances, an item should be added for extra excavation or backfill if the profile varies or is subject to change during the contract. Shoring must be paid as a separate bid item.
- Direct reference to proprietary specifications of national, regional, or local trade associations should not be included in FHWA contract specifications; such proprietary specifications are subject to change without notice to, or acceptance by, the state or FHWA. If proprietary specifications must be used, the complete text, or such parts as are applicable, should be incorporated into special provisions for the project.

Proprietary Items

The use of trade names in specifications and on plans should be avoided. Instead, specifications should be formulated to assure full opportunity for competition among equivalent materials, equipment, and methods. Specifying patented or proprietary material, products or processes is allowed for federal-aid projects only under one of the following conditions:

- At least three names of acceptable materials or products, if available, are listed together with "an approved non-patented equal", or
- The agency is requiring a specific material or product and a written Public Interest Finding (PIF) document has been prepared, or
- The material or product has been approved through FHWA as an experimental feature

Public Interest Finding

An agency may require a specific material or product when there are other acceptable materials and products when such specific choice is approved as being in the public interest, such as traffic signal control equipment. The written (PIF) must:

Clearly show that the best interest of the public and the agency will be achieved. This is accomplished by describing any cost effectiveness and efficiency to be realized. A benefit cost analysis should be completed to support the PIF. The supporting documentation and the decision of the CA agency must be maintained in the project file.

See section 14.24(g) for approval requirements.

A PIF is not required when:

1. The funding source is from a municipality or other entity, and is not reimbursable with federal monies, including when the contract has tied bids, and the item is only part of the locally funded project.
2. A utility agreement is being established and there are minor quantities of materials and supplies and proprietary products that are routinely used in a utility's operation, which are essential for the maintenance of the system.

44.6 Estimates

The engineer's estimate of a proposed project's cost shall include the estimated quantity and estimated unit price for each proposed work item. Bridge items shall be segregated from roadway items. A tabulation for each bridge showing its applicable items shall be submitted.

If materials salvaged from the project are to be used for roadway purposes, the value of such materials should not be included in the project cost.

The estimate shall separately list the costs of nonparticipating items, local agency force work, and local agency furnished materials.

The separate cost groups shall be summarized and totaled on the first sheet of the estimate.

The Region Local Programs Engineer may be contacted for assistance in preparing the estimate. A sample estimate is shown in Appendix 44.76.

44.7 Appendixes

44.72 Sample Proposal (Metric/English)

44.73 Sample Contract

44.74 Sample City Letter of Financial Responsibility

44.75 Sample County Letter of Financial Responsibility

44.76 Sample Estimate and Grouping

44.77 Permits

44.78 Local Agency Plans Preparation Checklist

44.79 Subcontractor List

44.80 Disadvantaged Business Enterprise Utilization Certification

Forms

FHWA Form 1273 Required Contract Provisions, FHWA Construction Contracts

FHWA Form LLL Disclosure of Lobbying Activities

DOT Form 272-006A Contract

DOT Form 272-036D Proposal

DOT Form 272-036H Non-Collusion Declaration

12 miles of Laramie County Road, North Ridge Road
Project No. STPUL-6969(007)
STA. 8+658.50 to STA. 9+054.70

		PREPARATION			
1.	LUMP SUM	Mobilization	LUMP SUM	_____	=_____
2.	LUMP SUM	Clearing and Grubbing	LUMP SUM	_____	=_____
		GRADING			
3.	780.0 CU. YD.	Roadway Excavation Including Haul	PER CU. YD.	_____	=_____
4.	413.0 CU. YD.	Embankment Compaction	PER CU. YD.	_____	=_____
		STORM SEWER			
5.	12.0 EACH	Adjust Manhole	PER EACH	_____	=_____
6.	24.0 EACH	Adjust Catch Basin	PER EACH	_____	=_____
		SURFACING			
7.	28,870.0 TON	Gravel Base	PER TON	_____	=_____
8.	6,500.0 TON	Crushed Surfacing Top Course	PER TON	_____	=_____
		LIQUID ASPHALT			
9.	10.0 TON	Asphalt Tack Coat	PER TON	_____	=_____
		CEMENT CONCRETE PAVEMENT			
10.	289.0 SQ. YD.	Cement Concrete Driveway 14 Day	PER SQ.YD.	_____	=_____
		ASPHALT CONCRETE PAVEMENT			
11.	10,283.0 TON	Asphalt Concrete Pavement Class B Including Paving Asphalt	PER TON	_____	=_____
		EROSION CONTROL AND LANDSCAPING			
12.	410.0 CU. YD.	Topsoil Type B	PER CU. YD.	_____	=_____
		TRAFFIC			
13.	13,073.0 LIN. FT.	Cement Concrete Curb and Gutter	PER LIN. FT.	_____	=_____
14.	19.5 HUNDRED	Lane Marker Type 1	PER HUNDRED	_____	=_____
15.	2.1 HUNDRED	Lane Marker Type 2	PER HUNDRED	_____	=_____
16.		One-Way Piloted Traffic Control	5,00.00 ESTIMATED	_____	=_____
17.	600.0 HOUR	Labor for Traffic Control	12.00 PER HOUR	_____	=_____
		OTHER ITEMS			
18.	2,000.0 LIN. FT.	Reconstruct Wooden Fence	PER LIN. FT.	_____	=_____
			TOTAL	_____	=_____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H
Revised 10/94

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH	☐	**IN THE AMOUNT OF** _____
CASHIER'S CHECK	☐	_____ DOLLARS
CERTIFIED CHECK	☐	**($_____) PAYABLE TO THE STATE TREASURER**
PROPOSAL BOND	☐	**IN THE AMOUNT OF 5% OF THE BID**

** Receipt is hereby acknowledged of **addendum(s) No.(s)** _____, _____ & _____.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

_____

_____

PROPOSAL MUST BE SIGNED

FIRM NAME _____

(ADDRESS) _____

_____

le (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "WSDOT Capital Facilities Projects" of the Instructions to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication _____

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ , 19 _____ , between the city /county of _____ under and by virtue of Title 35 RCW (citi and towns) or Title 36 RCW (counties), as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for

in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the city/county of _____ .

II. The _____ hereby promises and agrees with the Contractor to employ,
city/county

and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

II. The contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the _____ by reason of entering into this contract, except as provided herein.
City/County

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of the said _____ the day and year first above written.
City/County

Executed by the Contractor _____ _____, 19 .

_____

_____

_____
Contractor

Executed by the Local Agency _____ _____, 19 .

_____

(SEAL) _____

_____
Local Agency Approving Authority

_____
(Local Agency Attorney)

Washington State Transportation Commission
Department of Transportation
Transportation Building
P.O. Box 47390
Olympia, Washington 98504-7308

Re:

(State Ad & Award)
Award of Project

Attn:
Assistant Secretary, Highways and Local Programs

Gentlemen:

The Mayor of the city of _____ gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ ___ the city agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

_____
Mayor

_____
Date

Washington State Transportation Commission
Department of Transportation
Transportation Building
Olympia, Washington 98504

Re:

(State Ad & Award)
Award of Project

Attn:
Assistant Secretary, Highways and Local Programs

Gentlemen:

The Board of County Commissioners of _____ County gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ the county agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

_____
Chairman

_____
Date

Preliminary Estimate Dated:	January 13, 1994
Title:	North Ridge Road
Highway:	Laramie County Road
Type of Work:	Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.
Project:	STPUL-6969(007)
County:	Laramie
Total Length:	Length of Project

Estimate Cost Data:

Contract Total	391,507.50
Engineering 15%	58,726.13
Total Cost of Project:	450,233.63

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

Page 1 of 4

Total Preliminary Estimate
Groups 1 and 2

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum		Lump Sum	$ 20,000.00
2	Clearing and Grubbing	Lump Sum		Lump Sum	1,400.00
3	Roadway Excavation Including Haul	m^3	$ 2.00	780.0	1,560.00
4	Embankment Compaction	m^3	1.00	413.0	413.00
5	Adjust Manhole	Each	300.00	12.0	3,600.00
6	Adjust Catch Basin	Each	100.00	24.0	2,400.00
7	Gravel Base Class B	Tonne	3.00	28,870.0	86,610.00
8	Crushed Surfacing Top Course	Tonne	5.00	6,500.0	32,500.00
9	Asphalt for Tack Coat	Tonne	200.00	10.0	2,000.00
10	Cement Contract Driveway 14 Day	m^2	16.00	289.0	4,624.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	10,283.0	154,245.00
12	Topsoil Type B	m^3	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	13,073.0	45,755.50
14	Lane Marker Type 1	Hundred	200.00	19.5	3,900.00
15	Lane Marker Type 2	Hundred	400.00	2.1	840.00
16	One-Way Piloted Traffic Control	Estimate			6,000.00
17	Labor for Traffic Control	Hour	12.00	600.0	7,200.00
18	Reconstruct Wooden Fence	Lin. m	8.00	2,000.0	16,000.00
	Contract Total				$ 391,507.50

Laramie County Road
North Ridge Road

Page 2 of 4

Group 1 Estimate

1/13/94

Project STPUL-6969(007) Group No. 1
Federal Participation

Description: Two 3.6 m lanes from Sta. 8+658.50 to Sta. 8+954.92
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 9 kilometers

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			$15,000.00
2	Clearing and Grubbing	Lump Sum			1,000.00
3	Roadway Excavation Including Haul	m^3	$ 2.00	590.0	1,180.00
4	Embankment Compaction	m^3	1.00	313.0	313.00
5	Adjust Manhole	Each	300.00	9.0	2,700.00
6	Adjust Catch Basin	Each	100.00	18.0	1,800.00
7	Gravel Base Class B	Tonne	3.00	21,660.0	64,980.00
8	Crushed Surfacing Top Course	Tonne	5.00	4,900.0	24,500.00
9	Asphalt for Tack Coat	Tonne	200.00	7.0	1,400.00
10	Cement Contract Driveway 14 Day	m^2	16.00	209.0	3,344.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	7,773.0	116,595.00
12	Topsoil Type B	m^3	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	10,409.0	36,431.50
14	Lane Marker Type 1	Hundred	200.00	14.8	2,960.00
15	Lane Marker Type 2	Hundred	400.00	1.6	640.00
16	One-Way Piloted Traffic Control	Estimate			5,000.00
17	Labor for Traffic Control	Hour	12.00	500.0	6,000.00
18	Reconstruct Wooden Fence	Lin. m	8.00	2,000.0	16,000.00

Group Subtotal	$ 302,303.50
Engineering 15 Percent	45,345.53
Group 1 F.A. Total	$ 347,649.03

Laramie County Road
North Ridge Road

Page 3 of 4

Group 2 Estimate

1/13/94

Project STPUL-6969(007) Group No. 2
Local Funds Only

Description: Two 3.6 m lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 3 kilometers

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			$ 5,000.00
2	Clearing and Grubbing	Lump Sum			400.00
3	Roadway Excavation Including Haul	m^3	$ 2.00	190.0	380.00
4	Embankment Compaction	m^3	1.00	100.0	100.00
5	Adjust Manhole	Each	300.00	3.0	900.00
6	Adjust Catch Basin	Each	100.00	6.0	600.00
7	Gravel Base Class B	Tonne	3.00	7,210.0	21,630.00
8	Crushed Surfacing Top Course	Tonne	5.00	1,600.0	8,000.00
9	Asphalt for Tack Coat	Tonne	200.00	3.0	600.00
10	Cement Contract Driveway 14 Day	m^2	16.00	80.0	1,280.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	2,510.0	37,650.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	2,664.0	9,324.00
14	Lane Marker Type 1	Hundred	200.00	4.7	940.00
15	Lane Marker Type 2	Hundred	400.00	0.5	200.00
16	One-Way Piloted Traffic Control	Estimate			1,000.00
17	Labor for Traffic Control	Hour	12.00	100.0	1,200.00

Group Subtotal	$ 89,204.00
Engineering 15 Percent	13,380.60
Group 2 Local Funds Only Total	$ 102,584.60

Laramie County Road
North Ridge Road

Page 4 of 4

Preliminary Estimate Dated:	January 13, 1994
Title:	North Ridge Road
Highway:	Laramie County Road
Type of Work:	Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.
Project:	STPUL-6969(007)
County:	Laramie
Total Length:	Length of Project

Estimate Cost Data:

Contract Total	391,507.50
Engineering 15%	58,726.13
Total Cost of Project:	450,233.63

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

Page 1 of 4

Total Preliminary Estimate
Groups 1 and 2

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum		Lump Sum	$ 20,000.00
2	Clearing and Grubbing	Lump Sum		Lump Sum	1,400.00
3	Roadway Excavation Including Haul	Cu. Yd.	$ 2.00	780.0	1,560.00
4	Embankment Compaction	Cu. Yd.	1.00	413.0	413.00
5	Adjust Manhole	Each	300.00	12.0	3,600.00
6	Adjust Catch Basin	Each	100.00	24.0	2,400.00
7	Gravel Base Class B	Ton	3.00	28,870.0	86,610.00
8	Crushed Surfacing Top Course	Ton	5.00	6,500.0	32,500.00
9	Asphalt for Tack Coat	Ton	200.00	10.0	2,000.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	289.0	4,624.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Ton	15.00	10,283.0	154,245.00
12	Topsoil Type B	Cu. Yd.	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	13,073.0	45,755.50
14	Lane Marker Type 1	Hundred	200.00	19.5	3,900.00
15	Lane Marker Type 2	Hundred	400.00	2.1	840.00
16	One-Way Piloted Traffic Control	Estimate			6,000.00
17	Labor for Traffic Control	Hour	12.00	600.0	7,200.00
18	Reconstruct Wooden Fence	Lin. Ft.	8.00	2,000.0	16,000.00
	Contract Total				$ 391,507.50

Laramie County Road
North Ridge Road

Page 2 of 4

Group 1 Estimate

1/13/94

Project STPUL-6969(007) Group No. 1
Federal Participation

Description: Two 12 ft. lanes from Sta. 8+658.50 to Sta. 8+954.92
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 5.614 miles

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			$15,000.00
2	Clearing and Grubbing	Lump Sum			1,000.00
3	Roadway Excavation Including Haul	Cu. Yd.	$ 2.00	590.0	1,180.00
4	Embankment Compaction	Cu. Yd.	1.00	313.0	313.00
5	Adjust Manhole	Each	300.00	9.0	2,700.00
6	Adjust Catch Basin	Each	100.00	18.0	1,800.00
7	Gravel Base Class B	Ton	3.00	21,660.0	64,980.00
8	Crushed Surfacing Top Course	Ton	5.00	4,900.0	24,500.00
9	Asphalt for Tack Coat	Ton	200.00	7.0	1,400.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	209.0	3,344.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Ton	15.00	7,773.0	116,595.00
12	Topsoil Type B	Cu Yd.	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	10,409.0	36,431.50
14	Lane Marker Type 1	Hundred	200.00	14.8	2,960.00
15	Lane Marker Type 2	Hundred	400.00	1.6	640.00
16	One-Way Piloted Traffic Control	Estimate			5,000.00
17	Labor for Traffic Control	Hour	12.00	500.0	6,000.00
18	Reconstruct Wooden Fence	Lin. Ft.	8.00	2,000.0	16,000.00

Group Subtotal	$ 302,303.50
Engineering 15 Percent	45,345.53
Group 1 F.A. Total	$ 347,649.03

Laramie County Road
North Ridge Road

Page 3 of 4

Group 2 Estimate

1/13/94

Project STPUL-6969(007) Group No. 2
Local Funds Only

Description: Two 12 ft. lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 1.900 miles

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			$ 5,000.00
2	Clearing and Grubbing	Lump Sum			400.00
3	Roadway Excavation Including Haul	Cu. Yd.	$ 2.00	190.0	380.00
4	Embankment Compaction	Cu. Yd.	1.00	100.0	100.00
5	Adjust Manhole	Each	300.00	3.0	900.00
6	Adjust Catch Basin	Each	100.00	6.0	600.00
7	Gravel Base Class B	Ton	3.00	7,210.0	21,630.00
8	Crushed Surfacing Top Course	Ton	5.00	1,600.0	8,000.00
9	Asphalt for Tack Coat	Ton	200.00	3.0	600.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	80.0	1,280.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Ton	15.00	2,510.0	37,650.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	2,664.0	9,324.00
14	Lane Marker Type 1	Hundred	200.00	4.7	940.00
15	Lane Marker Type 2	Hundred	400.00	0.5	200.00
16	One-Way Piloted Traffic Control	Estimate			1,000.00
17	Labor for Traffic Control	Hour	12.00	100.0	1,200.00

Group Subtotal	$ 89,204.00
Engineering 15 Percent	13,380.60
Group 2 Local Funds Only Total	$ 102,584.60

Laramie County Road
North Ridge Road

Page 4 of 4

Topics for Interagency Coordination

Topic	Agency	Conditions Requiring	When to Initiate	References
Air Pollution	DOE	Air pollution from newly-constructed point source (asphalt plant, rock crusher, etc.)	Prior to commencing construction	RCW 70.94.152
Airport-Roadway Clearance	FAA	Airspace intrusion of roadway facility (proposed construction in the vicinity of public use/military airports may require FAA notice)	During design/prior to commencing construction	FHPM 6-1-1-2 FAA Req. p.77
Building Permit	County/City	Construction of any building — value of materials over $500	Prior to commencing construction	RCW 36.21.080
Coastal Zone Management	DOE	Applicants for federal permit/license are required to certify that the activity will comply with the state's Coastal Zone Management program (Shoreline Management Act)	When applying for permit	CZMA Sec. 307 16 USC 145 RCW 90-58
Conditional Use Permit	Counties/Cities DOE	Development within 61m (200 feet) of water must be consistent with the local Shoreline Master Plan	No permit if consistent	RCW 36.70
Cultural, Archaeological, or Historic Sites (Sec. 106)	OAHP, FHWA ACHP	Suspected/actual, cultural/archaeological historic properties impacted by project	During preparation of environmental document	RCW 43.51.750 36 CFR 800 16 USC 470 Historic Preservation Act #106
Endangered/ Threatened Species	USFWS/NMFS	Plant or animal species that are suspected to be or actually are, of endangered or threatened status	During preparation of environmental document	16 USC 1531-1543
Fish & Wildlife	USFWS, WS Depts. of Fisheries and Game	Consultant required when any waters are proposed to be modified or controlled	During preparation of environmental document	FWCA #2 33 USC 66., 662
Floodplains	DOE/Counties	Any structure/activity which may adversely the flood regime of any stream within the affect flood zone	After/during preparation or environmental document	State-Flood Control Zone Act of 1935 Federal EO 11988 (Floodplain Management)
Forest Practices Approval	DNR (Area Offices)	Public/private land capable of supporting merchantable timber — some activities: road construction, pits, pesticide use, hydraulic permits, shoreline permits, reforestation, etc.	Environmental document phase/prior to commencing construction	WAC 222
Hydraulics Permit	WS Depts. of Fisheries and Game	Projects that will use, divert, obstruct, or change the natural flow or bed of any state waters (culvert work, realignment, bridge replacement, etc.)	During/after preparation of environmental document	RCW 75.20.100
Prime & Unique Farmland	Soil Conservation Services (USDOA)	Lands impacted are of prime or unique status	During preparation of environmental document	7CFR 650
Restricted Hydro-Electric Land	FERC	Utilize land from a FERC Licensed Project	During preparation of environmental document	18 CFR Part 2,.13
"Section 4(f)" Lands	FHWA, Affected Agency DOI, HUD, and USDOA	Use of park and recreation lands, wildlife and waterfowl refuges, and historic sites of national, state or local significance	During preparation of environmental document (Amended 5/19/78) FHPM 7-7-2(20) 23 CFR 138	49 USC 1651 (f) DOT Act of 1966 #4

Topic	Agency	Conditions Requiring	When to Initiate	References
Sewage Facilities	DOE/DSHS/ County	Construction modification of domestic/industrial wastewater facilities (sewer relocation, rest area construction, etc.) **DOE:** greater than 54 900 L/Day (14,500 gpd) surface water discharge, or a mechanical-treatment-process involvement. **DSHS:** 13 200 L/Day (3,500 gpd) to 54 900 L/Day (14,500 gpd) **County:** less than 13 200 L/Day (3,500 gpd)	Prior to commencing construction	RCW 90.48.110 WAC 173.240
Shoreline Management Substantial Development	Counties/Cities DOE	Shoreline development or construction valued at $1,000 or more, or materially interfering with normal public use of water	During preparation of environmental document	RCW 90.58
Short-Term Modification (Water Quality)	DOE	Short-term activities which may result in temporary reduction of water quality standard, and activities not subject to a waste discharge permit or water quality certification	During design	WAC 173-201-035 (8)(e) WAC 173-201-035 (5)(a) (WAC 173-102-100(2)
SM-2 Surface Mine Reclamation	DNR	Mining (pitsites, quarries), 0.8 ha (2 acres) or more/9 091 tonnes (10,000 tons) or more	During preparation of environmental document	WAC 22 — Forest Practices Act
Sole Source Aquifer	EPA	Any activity which may affect the aquifer recharge zone	During preparation of environmental document	SDWA P.L. 93-423
State Waste Disposal	DOE	Discharge of waste material from sand and gravel washing, pit dewatering, or cement/asphalt plant discharge into state waters.	During design WAC 173-220	RCW 90.48.160
Temporary Air Pollution	Local Air Pollution Control Authority/ DOE	Pollutants above allowed levels for temporary periods	Prior to commencing construction	RCW 70.94
Water Pollution Discharge (NPDES)	DOE	Discharge of pollutants into state surface waters	During design	WAC 173-220 FHPCA #402 33 USC 1344 RCW 90.48.260
Water Quality	DOE	Prior to issuance of a federal permit/license for activity which involves discharge into navigable waters, certification of compliance with state water quality standards is necessary	During project development	FHWA #401 RCW 90.48.260 WAC 173-225
Water Rights	DOE	Appropriation of ground water or surface water	Prior to putting water to use	RCW 90.44 RCW 90.03.250
Waters/ Wetlands (Sec. 404 - Dredge/Fill)	Army Corps of Engineers (Coordination with USFWS)	Discharging, dredging, or placing fill materials within waters of the USA or adjacent wetlands	Early stages of project development	Sec. 404 FWPCA 1972 33 USC 1344
Waterways (Sec. 10)	Army Corps of Engineers Coordination with USFWS)	Obstruction alteration, or improvement of any navigable water (rechanneling, piers, wharfs, dolphins, bulkheads, buoys, etc.)	Early stages of projects development	Rivers and Harbors Act of 1899 33 33 USC 401 #10
Waterways (Sec. 9)	Coast Guard (Coordination with USFWS)	Bridges and causeways in navigable waters, including all tidal-influenced streams	After design	Rivers and Harbors Act o of 1899 33 USC #9
Wetlands	USFWS or NMFS	Impact to lowlands covered with shallow and sometimes temporary/intermittent waters (swamps, marches, bogs, sloughs, potholes, etc.)	During preparation of environmental document	49 USC 1651 EO 11990 (Protection of Wetlands)

Topic	Agency	Conditions Requiring	When to Initiate	References
Wild & Scenic Rivers	USFS/NPS	Impacts to rivers or streams in or having potential for designation in the National Wild and Scenic River System	During preparation of environmental document	

LEGEND:

ACHP — Advisory Council on Historic Preservation
CFR — Code of Federal Regulations
CZMA — Coastal Zone Management Act
DNR — Department of Natural Resources (state)
DOE — Department of Ecology (state)
DOI — U.S. Department of Interior
DOT — U.S. Department of Transportation
EO — Executive Order
EPA — Environmental Protection Agency (federal)
FAA — Federal Aviation Administration (DOT)
FERC — Federal Energy Regulatory Commission
FHWA — Federal Highway Administration (dot)
FWCA — Fish And Wildlife Coordination Act
FWPCA — Federal Water Pollution Control Act
FHPM — Federal Highway Program Manual
NMFS — National Marine Fisheries Service (Department of Commerce)
NPDES — National Pollutant Discharge Elimination System
NPS — National Park Service (DOI)
OAHP — Office of Archaeology And Historic Preservation (state)
RCW — Revised Code of Washington
SDWA — Safe Drinking Water Act
USC — United States Code
USDOA — U.S. Department of Agriculture
USFS — U.S. Forest Service (usdoa)
WAC — Washington Administrative Code
WS — Washington State

Washington State Department of Transportation

Local Agency Plans Preparation Checklist

Rd./St. No./Name	Project No.	P.I.N.	P.E. / Design Eng.	F.A. No.(s) or Local Agency

Job Title	Program

Prepared By	Phone No.	District Reviewer	Phone No.

✓ Items Required On This Project — IN Initial When Complete

Permits & Approvals	N/A	✓	IN
Army Corp Of Eng. (Sec. 10 Or Sec. 404)			
FAA Airport/Highway Clearence			
FERC Restricted Hydro-Electric Land			
USFWS Wetlands Report			
USFWS/NMFS Endangered/Threatened Species		✓	
Soil Conservation Service Prime & Unique Farmlands			
Nat'l Forest Restriction			
Park Restriction (4(f))			
OAHP Historic/Archaeological (Sec. 106)		✓	
EPA Sole Source Aquifer			
Dept's Of Fish. And Wildlife HPA			
DOE Water Quality Cert.			
DOE/Counties Flood Plains			
DOE Coastal Zone Management Act			
DOE Discharge Of Pollutants Into Surface Water (NPDES)			
DOE State Waste Disposal			
DOE Short Term Mod.			
DOE Water Right Approp.			
DOE Water Pollution Control Plan			
Counties/Cities DOE Shoreline Management Substantial Development			
Counties/Cities DOE Conditional Use			
EIS Commitments			
NEPA (All Federal Aid Projects)			
SEPA		✓	
Railroads	**N/A**	**✓**	**IN**
Railway Easement (Checked for Stipulations)			
Railway Construction Agreement			
Railroad Insurance			
Flagging Cost Estimate			
Cities	**N/A**	**✓**	**IN**
Approval Of City Streets As Detours (Agreement)			
City Participation In Cost (Agreement)			
City Streets Used As Haul Roads (Agreement)			
Construction Permits			
Turnback Agreement			
County	**N/A**	**✓**	**IN**
Approval Of County Roads As Detours (Agreement)			
County Participation In Cost (Agreement)			
County Roads Used As Haul Roads (Agreement)			
Construction Permits			
Turnback Agreement			
Compare Previous Approvals	**N/A**	**✓**	**IN**
Detours			
Approved Recl. Plan For Pit Site			
Approval For Tied Bids			
Approval Not To Use Bridge Approach Slab			

Hydraulics	N/A	✓	IN
Pipe Alternates			
Materials	**N/A**	**✓**	**IN**
Sufficient Quantity in Pit Site			
Spec. Conditions – Wet Soil, Unsuitable, Etc.			
Spec. Treat. For Exist. Pave.			
Ret. Wall Data Sheet For Rock Walls Over 5' And All Other Walls Over 10'			
pH And Soil Resistivity Values For Pipe Alternates			
Plans – General	**N/A**	**✓**	**IN**
Township, Range, Subdivision, North Arrow, Scale Bar Each Sheet		✓	
State Boundary, County Line, Corporate Limit			
Reservation, Park Or Forest Boundary			
Project Limits Noted		✓	
Construction Limits Noted			
Federal Aid Sections Noted			
Ultimate Const. Detailed (FA Jobs)			
Note "Bridges Included" Or "Bridges Not Included"			
Equations Noted			
Contract Recl. Plan Included			
Index To Plans (More Than 30 Sheets)			
Sheets Numbered (In Pencil Or Use Ref. No. For Large Projects)		✓	
Project Title Block Left Blank		✓	
Sheets Identified In Lower Left Corner		✓	
Sheet Titles In Ink In Lower Right Title Block		✓	
Local Agencies & St. Aid Seals & Signatures			
Consultant Signatures & Seals			
Consultant Written Consent To Revise Plan			
All Plan Sheets In Proper Order		✓	
Connect. To Existing Streets, Driveways, Etc. (Field Rev.)			
No Combination Of Ink And Pencil on Same Sheet		✓	
Plan Symbols In Accord. Chapter 5 – Legend		✓	
Min. Lettering Height 1/8" On Full Size Sheet		✓	
Vicinity Map	**N/A**	**✓**	**IN**
Reasonable Scale To Show The Project		✓	
Project Limits By Milepost And Stationing		✓	
Construction Limits By Milepost And Stationing			
Equations And Exceptions			
Distances To Towns – Rural Projects Only			
Pit, Waste, and Stockpile Sites And Haul Roads			
Detour Routes			
Railroad Lines – IMPORTANT To Show Any In Area			
If Staged Project, Show Staging For Future FA Funding			
Show Bridge No.			

Page 1

Summary of Quantities	N/A	✓	IN
All Necessary Groups Per Chapter 3		✓	
Seperate Groups For Agreement Work			
Review For Order, Nomenclature And Standard Number		✓	
Look For Unusual And Non-Standard Items – These Need Sp. Provs.		✓	
Use Std. Item No. For Std. Items		✓	
All Items Tabulated		✓	
Check Quantities From Plans		✓	
Q.A. Items			
Roadway Sections	**N/A**	**✓**	**IN**
Mainline			
Ramps			
Frontage Roads			
City/County Roads At Intersections			
Road Approaches			
Detours			
Trails			
Bridge Approach Slab			
Bridge			
Label Sections			
Sta Limits For Each Sec – Entire Length Of Each Rdwy Must Be Covered			
Check For Overlap And Gaps In Stationing			
Show Future Overlay On F.A. Projects For Future FA Funding			
Conformance With Soils Report			
Conformance With Design Report			
Guardrail Widening Detail			
Shoulder Dressing Detail			
Slope Rounding Detail			
Broken Back Subgrade Shoulder Detail			
ACP Planing Detail			
Table For Variable Slopes			
Legend All Sheets			
Reference Notes			
Note Equations And Exceptions			
Lift Thickness For ACP And Surfacing (Compacted Depth)			
No "Min." Or "Max." For Surf. And Paving Depths Or Slopes			
Alignment, R/W, Grading & Existing Features Plan	**N/A**	**✓**	**IN**
Curve Data, Super Elevation Rates			
Show Cut And Fill Catch Line			
Monumentation – Protect Existing, Install New			
Legend Or Reference Note On All Sheets			
Alignment Plan Must Show R/W Centerline (Including R/W Curve Data) And Const. Centerline With Ties If Different			
R/W And L/A Must Agree With Approved R/W & L/A Plan			
Show RR Alignment And RR R/W			
Are Easements And/Or Permits Required			
Show Turnback Lines			
Complete Topog Incl. Utilities (Field Review)			
Show Site Prep. And Demolition Work			
All Items To Be Removed Shown			
Show Fencing			
Show Guardrail (Or Paving Plan)			
Quantity Tabulations	**N/A**	**✓**	**IN**
Same Order And Nomenclature As On Summary Of Quantities			
Items Required On Q-Tab Per Chapter 3			
Round Off Quantities Per Chapter 3			
Correct Totals (Sheet And Project)			
Transfer Project Totals To Summary Of Quantities			
Guide Post Color And Reflector Type Indicated			

Quantity Tabulations (Cont.)	N/A	✓	IN
T-2 Raised Pave. Mark. Color Indicated			
Traffic Arrow Type Indicated			
Agreement Items Denoted			
Plan Sheet Reference Number Filled In			
Stations Agree With Plans			
Guardrail Placement Case			
Radius And G.R. Length For Non-Std. Bends			
Design "F" Guardrail Terminal Approval By Bridge			
Leave Every 5th Item Column And Station Line Blank			
Appropriate Special Provision Referred To In GENERAL NOTES			
Profiles	**N/A**	**✓**	**IN**
Mainline			
Ramps			
Frontage Roads			
Detours			
Trails			
Show Equations And Exceptions			
Plan/Profile Sheets, Stationing Must Be Identical			
Coordinate With Roadway Sections And Plans			
Show Bridges ("Included" or "Not Included")			
Show Quantities Per Chapter 3 (10 Sta. Totals)			
Round Off Quantities Per Chapter 3			
Correct Totals To Summary Of Quantities			
Show Unsuit. Exc. Limits And Excavation Slopes			
Superelevation Diagrams, Match Rates As Shown On Alignment Plan			
Datum Symbol And Bench Mark Locations			
Show Road Approach Arrow & Indicate Lt. & Rt.			
Structure Notes	**N/A**	**✓**	**IN**
Order And Nomenclature Of Item As Shown On Summ. Of Quant.			
Round Off Quantities Per Chapter 3			
Correct Totals (Sheet & Project)			
Transfer Project Totals To Summ. Of Quant.			
Consistency Between Structure Notes, Plans, Profiles, And Spec's.			
Agreement Items Noted			
Steel., Alum., And Conc. Pipe Alter. Provided			
Alternate Treat. For Steel And Alum. Pipe			
Maximum Height Of Cover Column On Structure Notes In Pencil, Or Separate Level In CAD Files			
Note Beveled End Sections			
Leave Every 5th Item Column Blank			
Appropriate Special Provision Referred To In GENERAL NOTES			
Leave Several Station Lines Blank Between Ref. Sheet Nos.			
Box Culvert Quantities			
Drainage Plans And Profiles	**N/A**	**✓**	**IN**
Legend Or Reference Note On All Sheets			
Need Profiles For Major Culverts And Sewer Systems			
Conformance With Hydraulics Report			
Pipes Over 30" Dia. Need Design Review By Hydraulics			
Details Required For Work Not Covered By Standard Plans			
Show Distance Between Structures (i.e. ℄ C.B. to ℄ C. B.)			
Utility Relocations	**N/A**	**✓**	**IN**
Existing Utilities Must Be Shown In Plans			
Reloc. Costs – Reflect In Below-The-Line Costs			
Timing Of Work – Address In Provisions			
Details			

Page 2

Channelization And Paving Plan	N/A	✓	IN
Paving Plan And Road. Sect. Must Agree			
Legend Or Reference Note On All Sheets			
Show Paving Plan For I/C And Intersections			
Channelization Details			
Show Guide Posts Especially I/C And Intersections			
Show Pave. Marking (Optional)			

Miscellaneous Details	N/A	✓	IN
Required For Work Not Covered By Standard Plans			

Illumination Plans, Schedules And Details	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Conflicts With Existing Features, i.e., Utilities, Drainage, & Sidewalks			
All Work Within R/W Or Construction Permit Areas			

Signal Plans, Schedules And Details	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Conflicts With Existing Features			
Traffic Signal Approval/Permit No.			
All Work Within R/W Or Construction Permit Areas			

Signing Plans and Sign Specifications	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Separate Set Of Plan Sheets For Construction Signing			
Separate Plan Sheet Specifications For Sign Removal/Relocation			

Landscape	N/A	✓	IN
Contour Grading Plan			
Planting Detail			
Approval From Dist. Landscape			
Approval From HQ Landscape			
Wildflower Policy (Federal Aid Projects)			

Rest Areas	N/A	✓	IN

Viewpoints	N/A	✓	IN

Minor Structures (Ret. Wall)	N/A	✓	IN
Quantities Tabulated			

Building Plans, Schedules and Details	N/A	✓	IN
Any Building Being Constructed Will Require A Building Permit			

Bridge Plans	N/A	✓	IN
Match Of Wingwalls To Walls On District PS&E			
Items To Be Included On District Plans:			
Gravel Backfill			
Drainage			
Barrier			
Approach Slabs			
Slope Protection			
Riprap			
Conduit Runs			
Aesthetic Appearance Of Bridge Connection To Barrier Or Guardrail			
Log Of Test Boring Prepared			
Profile, Alignment, And Stations Match District PS&E			

Traffic Control Plans	N/A	✓	IN
Project Specific Traffic Control Plans			
Detour Plan If Needed – May Require Agreements Thru State Aid			
Detour Sign Details			

Traffic Control Plans (Cont.)	N/A	✓	IN
Bid Items Required For:			

N/A	✓	IN		N/A	✓	IN	
			Change Mess. Sign				Sign Cover
			Chann. Devices				Temp. Conc. Barr.
			Const. Sign Class A				Temp. Illum. Sys.
			Contr. Furn. Const. Signs				Temp. Impact Atten.
			Contr. Piolt. Traff. Control				Truck Mount. Imp. Atten.
			Deline. Light				Temp. Inert. Barr. Config.
			Emerg. Traff. Control				Temp. Pave. Mark.
			Rem. Temp. Pave. Mark				Temp. Sig. Sys.
			Reset. Conc. Barr.				Traff. Control Labor
			Reset. Deline. Light				Traff. Control Super.
			Reset Temp. Imp. Atten.				Traff. Control Vehicle
			Reset Temp. Inert. Barr.				Traff. Safe. Drum
			Sequent. Arrow Sign				Type III Barr.

Reasonable Quantities For Traffic Control Items – Send To Constr. Proj. Engr.'s For Approval			

Special Provisions	N/A	✓	IN
Notice To All Planholders			
Table Of Contents – Computer Generated			
Amendments And GSP's Arranged In Proper Order			
All Special Provisions Entered Into Computer (WORD)			
Appendix Prepared (Good Reproducible Copy)			
Special Provisions For All Non-Standard Items			
Standard Item Table Is A Guide To What Items Need Specials:			
Need A Special Provision For Each Item That Appears On The			
Summary Of Quantities That Is Not Covered In Standard Specification			
Sales Tax Checked, Appropriate GSP Used			
Special Provision For Agree. Stipulation			
Check Amendments And GSP's Against Up-To-Date Index List			
Any Fed. Money In A Proj. Requires All Fed Provisions Per GSP Index			
Prevention Of Environmental Pollution And Preservation Of Public Natural Resources (HB 621)			
Environmental Regulations – Verify Correct For Location			
Obtain Copy Of Any New Ordinance And Get It Added To GSP's			
Archeological, Paleontological			
Wildlife, Fisheries And Pollution Regulations			
Additional Requirements Requested By F&W Etc., (From HPA, WPCP)			
Expiration Date Of Permit And Work 'Windows'			
Trainees – Determined In Headquarters			
MBE Goal – Determined In Headquarters			
RR Provisions			
Compare To Local Map To Find RR Lines			
Include RR GSP And Mention In Transmittal Letter			
Forest Practices Permit: Merchantable Timber			
5,000 Or More Board Feet (One Logging Truckload) Use GSP			
Traffic			
Work Period Specs			
Lane Closure Hours With Appropriate Liquid. Damages			
Construction Impact Specs.			
METRO Notification Paragraph			
Time For Completion (Be Very Careful To Select Correct GSP For Intended Purpose)			
Signal Jobs With State Furnished Equipment Have A Unique Provision			
Clearing And Grubbing Including Disposal Of Debris Per Chapter 3			
Removal Of Structures And Obstructions Per GSP Instructions			
Anticipated Quantities Must Be Listed			
Salvaged Items (Verify With Maint.)			
Disposal Of Material (State Waste Site May Require Haul Road Agreements)			
Roadside Seeding Including Fertilizer Application			

Page 3

Special Provisions (Cont.)	N/A	✓	IN
Correct Seeding Specification			
Provide For 2nd App. Of Fertilizer After Contract Comp. – Not All Jobs			
Pay Item Must Match Summ. Quant.			
Verify Ref. To Std. Spec. And Std. Plans			
Estimate	**N/A**	**✓**	**IN**
Estimate Entered In BASS		✓	
If Estimate Exceeds Budget Inform Prog. Man. & Proj. Dev.			
Calc. Of Lump Sum Items			
Compare Against Recent Bid History (Price Check)		✓	
Group Descriptions To Match Appendix 3-13		✓	
Extra Construction State Forces Listed			
Extra Construction Agreements Listed			
Agreement Costs Included			
Below-The-Line Costs For R.R. Flagging (Amount Over $5,000)			
Pit Amortization			
Royalties			
Calc. For Paths And Trails			
Miscellaneous	**N/A**	**✓**	**IN**
Justification For Proprietary Items (F.A. Proj.)		✓	
Justification For State Furnished Material Including Pit Site And Stockpile Material (F.A. Proj.)			
Justification For Mandatory Use Of Disposal Site (F.A. Proj.)			
Justification For Local Agency Work (All Proj.)			
Justification For Non-Standard Items			
Justification For No Pipe Alternates			
Data For Liquidated Damages From Traffic Data Office			
Data For Incent./Disincent. From Traffic Data Office			
Review In Field For Utility Agree. Needs			
Utility Agreements Work Included			
Haul Road Agreement Checked			
Review Items In Clear Zone Inventory For Removal			
Is Stru. Exc. Cl. B And Stru. Exc. Cl. B Incl. Haul Being Used Correctly			
Use The Item "Anti-Stripping Additive" For Over 200 Tons Of ACP			

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1/94

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Washington State
Department of Transportation

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

SR

DOT Form 271-015 EF
Revised 7/99

Washington State
Department of Transportation

Disadvantaged Business
Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of his/her proposal, the following certification relating to Disadvantaged Business Enterprise (DBE) requirements. This certification shall be deemed a part of the resulting contract. Failure to fill out and submit this certification, the inclusion of a false certification, or insufficient projected use of DBEs, shall be considered as evidence that the proposal is non-responsive to the invitation to bid.
Information on certified firms is available from OMWBE, phone (360) 753-9693.

_____ certifies that the following Disadvantaged Business Enterprise(s)
Name of Bidder

(DBE) have been contacted regarding participation on this project and, if it is the successful bidder on this project, it shall award subcontracts to or enter into supply agreements with the following DBEs as indicated: (if necessary, use additional sheet).

Name of DBE Certificate Number	Capacity * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize the above data to determine whether or not the bidder has met the goal or the average goal attainment of all bidders.

DOT Form 272-056A EF
Revised 12/97

This chapter is used for NHS and non-NHS routes by Local Agencies operating under Certification Acceptance (CA) and choosing to administer construction contracts themselves. In the sequence of project development, this follows *Local Agency Guidelines (LAG) Manual*, Chapter 46, Local Advertising and Award Procedures. For NHS routes, refer to *LAG Manual,* Chapter 63, NHS Projects.

Local Agencies whose construction contracts are administered by the Washington State Department of Transportation (WSDOT) should refer to *LAG Manual,* Chapter 51, WSDOT Administered Projects.

The following chart illustrates the contract administration and oversight responsibilities for the Federal Highway Administration (FHWA) (F), WSDOT (S), and local CA agencies(L):

Action	Local CA NHS & non-NHS	Local non-CA Agency non-NHS
a. Construction Fund Authorization	F	F
b. Changes/Extra Work/Nonparticipation	L	S/L
c. Claims	L	S/L
d. Project Inspections	L	S/L
e. Final Inspection	S	S
f. Final Acceptance	S	S
g. Periodic Review/Program Evaluation (PR/PE)	F	NA

Title 23 USC and 23 CFR provisions apply to all NHS Federal aid projects regardless of federal funding source or approval authority. State standards may be used on non-NHS projects, except for federal requirements pertaining to contracts (bid proposal content including Davis Bacon and DBE) and procurement procedures (competitive bidding and Brooks Act).

52.1 General Discussion

WSDOT is responsible for the proper expenditure of FHWA funds on Local Agency projects. Highways & Local Programs will consult and work with Local Agencies as needed and will perform systematic project management reviews to ensure that proper procedures are followed.

Except for transportation enhancement projects, construction will be administered, and materials will be inspected, in accordance with the WSDOT *Construction Manual* and this chapter of the *LAG*. For exceptions, see Appendix 52.108. In case of conflicting guidelines, this chapter governs the *Construction Manual*. FHWA projects are subject to Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) compliance reviews by WSDOT. Refer to *LAG,* Chapter 62, Enhancement Projects, for criteria governing construction of enhancement projects.

Appendix 52.105 illustrates the major timeline for construction contracts and provides more details for specification references.

52.2 Preconstruction Conference

After a contract is awarded, the Local Agency should arrange a conference with the contractor. The Local Agency Engineer shall notify the Regional Local Programs Engineer of the time and place of the conference.

On large, complex projects, a preconstruction conference should be held before each construction phase. It may be desirable to hold separate conferences for some specialized construction items such as paving, roadside planting, or electrical work. The preconstruction conference may include a partnering session, if appropriate. For a sample conference agenda, refer to Appendix 52.91.

The meeting should be documented and copies of the minutes transmitted to the Regional Local Programs Engineer and each agency, organization, and firm that has involvement or interest in the project (see Appendix 52.102).

52.3 Quality Control

The quality of materials and workmanship on a project must conform to the contract specifications so that the public funds expended will have purchased a safe, economical, and fully functional transportation facility.

.31 General. The source for each type of material must be approved by the Local Agency.

The Qualified Products List (QPL) is compiled by WSDOT Materials Laboratory (Mats Lab) Documentation Section and published by WSDOT Engineering Publications. The QPL is available in hardcopy or can be accessed on the internet at: http://www.wsdot.wa.gov/fossc/mats/QPL/QPl.cfm. Upon request, the Region Local Programs Engineer will provide a hardcopy of the QPL.

Local Agencies requesting a Record of Materials (ROM) from WSDOT's Mats Lab should submit their request at the time of award to avoid delaying the contractor. The average processing time is approximately four (4) weeks.

Reimbursement of FHWA funds may be denied for work done contrary to, or in disregard of, the contract documents.

Local Agencies making improvements to National Highway System (NHS) routes with **federal funding** must comply with WSDOT's qualified tester program. If a Local Agency is not certified to perform the tests, they can contact a qualified testing laboratory or their Regional Local Programs Engineer to make arrangements for WSDOT to perform the testing on the project.

.32 Exceptions to qualified tester program. Local Agencies making improvements to the traveled lanes of the National Highway System (NHS) with **federal funding** must comply with WSDOT's qualified tester program. Projects that cross or connect to an NHS route may be exempted by the Regional Local Programs Engineer from these requirements when quantities within the NHS travel lanes are minor. For projects with other than minor quantities, a Local Agency must comply with the program.

.33 Use of WSDOT mix designs. Local Agencies utilizing a WSDOT mix design for a project may use that mix design beyond the year it was submitted for approval, provided the contractor supplies written certification that all material properties meet the original WSDOT mix design.

52.4 Progress Payments

Progress payments must be based on measurements of work performed so that the contractor can be fairly compensated and so that public funds will not be expended on work that has not yet been done.

.41 General. Progress estimates should be prepared on a pre-selected date each month to the contractor. The Local Agency shall document the quantities paid each month. Progress estimates should be prepared promptly and may be forwarded to the contractor for review and signature.

.42 Statement of Intent to Pay Prevailing Wages. The contractor and subcontractors of every tier shall submit form LI 700-29 to Washington State Department of Labor & Industries (L&I) for approval of the wage rates they intend to pay. Each statement must be accompanied by the filing fee established by L&I and required by RCW 39.12.030 and 040.

The approved pink copy of form LI 700-29 shall be on file with the Local Agency before any payment is made to the contractor. Subcontractors of every tier shall have an approved copy of this form on file with the Local Agency before any payment can be made for their work.

52.5 Changes and Extra Work

Prior to beginning work on a contract, a Local Agency should have a written policy for the approval of change orders to ensure that appropriate procedures are followed. Without a written change order policy delegating approval authority, the designated CA Agreement approval authority must approve all change orders.

It is important to distinguish between actual changes to the contract work and normal overruns and under-runs that may occur. No change order work shall be done prior to approval being given by the appropriate authority, verbal or written. Verbal approval requires written documentation including a description of work that adequately describes the extent of the change. Verbal approval must be followed by a written change order. No contract payment shall be made prior to having the written change order approved by the appropriate authority.

When changes in the work will alter the termini, character, and scope of an approved project, approval of Highways & Local Programs is required prior to the commencement of the physical work. Refer to *LAG Manual,* Chapter 21, The Project Prospectus, for further information. All change orders must be numbered in sequence.

Change order documentation is composed of two parts,

a. The approved change order signed by the agency and the contractor, and

b. The backup documentation. The backup documentation shall include an explanation in sufficient detail so that everyone involved will understand the need for the change, and how the change will affect the overall contract. The explanation shall include a detailed justification of the cost and/or any adjustment to working days associated with the change. The detailed cost justification shall be documented independent of the contractor's proposal to substantiate the change.

.51 Administrative Settlement Costs. Administrative settlement costs are costs related to the defense and settlement of contract claims. These will include, but are not limited to salaries of contracting officers or their authorized representatives, attorneys, or members of arbitration boards, appeal boards, etc., that are allowable to the findings and determination of contract claims, but not including administrative or overhead costs.

FHWA funds may participate in administrative settlement costs which are:

- Incurred after notice of claim,
- Properly supported,
- Directly allocable to a specific FHWA project, or
- For employment of special counsel for review and defense of contract claims when recommended by the agency's legal counsel and approved in advance by WSDOT.

When a claim is submitted, the Regional Local Programs Engineer should be contacted for advice on how to proceed.

52.6 Termination of Contract

Section 1-08.10 of the *Standard Specifications*, Termination of Contract, contains procedures and criteria for termination of a contract. Prior to termination action against a contractor, the Local Agency must obtain Highways & Local Programs concurrence.

52.7 Compliance With Federal Contract Provisions

FHWA requires that all subcontracts at any tier be in writing, per 23 CFR, Section 635.116(b). This includes both contracts between the prime contractor and their subcontractors, and contracts between subcontractors and their agents.

Each of these subcontracts must also physically contain the following documents. None of these documents can be included by reference only.

- The general special provision (GSP) entitled "Required Federal Aid Provisions,"
- Form FHWA 1273 "Required Contract Provisions, Federal Aid Construction Contracts," and
- The minimum wage rates for the contract as required by RCW 39.12 and Title 29 of the Code of Federal Regulations (CFR).

It is the responsibility of the Local Agency to ensure full compliance with the provisions above.

Implementation of the DBE and EEO programs are also federal contract requirements. For information, refer to *LAG Manual,* Chapter 26, DBE, and Chapter 27, Equal Employment Opportunity and Training.

52.8 Physical Completion of Construction

The Local Agency will carry out the following requirements to terminate the construction contract and ready the project for acceptance by WSDOT and FHWA:

.81 Notice of Physical Completion. Within ten (10) calendar days after physical completion of the work by the contractor, the Local Agency Project Engineer shall notify the contractor by letter that the construction is physically complete, and that the project is subject to inspection, audit, and acceptance by WSDOT. The agency shall diligently pursue closure of the contract.

.82 Final Inspection. The Local Agency Project Engineer shall send a request for WSDOT inspection and acceptance to the Regional Local Programs Engineer within 15 days of physical completion of work by the contractor. A copy of the physical completion letter that is sent to the contractor should accompany the request.

.83 Final Reports. A construction project is considered complete when the items listed below have been completed. All certifications and reports shall be retained for at least three (3) years after final acceptance of the project.

a. Final Estimate (Approving Authority File). When the contractor has a claim pending against the Local Agency and wants to receive a final estimate, a claim must be submitted in writing, detailing the specific items and amounts. When a claim is submitted, immediately contact the Regional Local Programs Engineer so that FHWA can be informed of the claim's details at an early stage. See Section 1-09.12(2) of the WSDOT/APWA *Standard Specifications*.

b. Comparison of Preliminary and Final Quantities (Approving Authority File). This is a listing of items that show the preliminary and final quantities.

c. Certified Final Bill for Utility Agreement, if applicable, to Regional Local Programs Engineer.

d. Final Records (Approving Authority File). The Local Agency Project Engineer must document the work performed on the contract. Documentation consists of field books, inspector's record of field tests, Project Engineer's and inspector's diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross-sections, computer listings, and work profiles. Photographs or video tapes before, during, and after construction could be useful, especially if care is taken to show any unusual conditions, equipment, or procedures.

   Final records shall be retained by the Local Agency for at least three (3) years following acceptance of the project by Highways & Local Programs. The Local Agency will receive the administrative review letter showing the starting and ending date of the three-year retention period from the Director of Highways & Local Programs Division of WSDOT (OMB Circular A-128).

e. Record of Material Samples and Tests.

f. Materials Certification (Appendix 52.94). The intent of the materials certification is to assure that the quality of all materials incorporated into the project are in conformance with the plans and specifications, and thus ensure a service life equivalent to the design life.

1. This materials certification shall be completed in accordance with Section 9-1.5 of the *Construction Manual* or Chapter 52.3 of the *LAG Manual* and is submitted along with the completion letter to the Regional Local Programs Engineer.

g. Affidavit of Wages Paid. Upon completion of a contract, the prime contractor and every subcontractor or agent shall submit Form LI-700-7, "Affidavit of Wages Paid" to L&I for certification of the wage rates paid on the project. Each affidavit must be accompanied by the filing fee established by L&I.

   Local Agencies are required to retain a percentage of money earned by the contractor according to the provisions of RCW 60.28.011. An L&I certified copy of Form LI-700-7 from the prime contractor, and every subcontractor or agent, must be on file with the Local Agency before the retained sum will be released.

h. Release for the Protection of Property Owner and General Contractor. Form LI-263-83, furnished by L&I, shall be properly executed by the prime contractor and submitted to L&I upon completion of the contract. When L&I, based on its records, has verified that the industrial insurance and medical-aid premiums have been paid by the prime contractor and every subcontractor, a statement to that effect will be issued by the L&I contract release clerk. A copy of this statement must be on file with the Local Agency before the retained percentage can be released.

i. WSDOT Form 422-102, "Quarterly Reports of Amounts Credited as DBE Participation," shall be submitted by the contractor to the Local Agency on all projects that contain DBE goals. This form should also be submitted when a qualified DBE contractor or subcontractor is employed on a project, regardless of whether that DBE is a condition of award or not. This form is submitted on a quarterly basis in January, April, July, and October. See *LAG Manual*, Chapter 26, Disadvantaged Business Enterprises.

.84 Project Acceptance. The approving authority's approval of the final estimate will be considered as the Local Agency's acceptance of the project.

52.9 The NHS System

This section addresses criteria to be used for projects on the National Highway System (NHS) routes. The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), established a major new federal aid system, the NHS. Although ISTEA provided that certain key routes, such as the Interstate Highway System, be included in NHS, most of NHS was not specified. The Secretary of Transportation of USDOT was directed by Congress to develop the NHS in cooperation with the states and local areas. In 1995, Congress approved the system. According to the Federal Highway Administration (FHWA), the NHS "is the centerpiece of the newly structured federal aid highway program." The NHS includes the interstate system; other routes identified for their strategic defense characteristics; routes providing access to major ports, airports, public transportation, and intermodal transportation facilities; and principal arterials that provide regional service.

The NHS that was developed by the Washington State Department of Transportation (WSDOT) Planning and Programming Service Center, in cooperation with local and regional officials, based on guidelines established by the U.S. Secretary of Transportation and on the functional reclassification (see Section 12.36). The NHS in Washington has about 3,384 miles.

Although a part of the NHS, the Interstate System retains its separate identity and receives separate funding. The Local Agency mileage on the NHS, by agency, is listed in Appendix 63.81.

52.91 Types of Eligible Projects

These include construction, rehabilitation, resurfacing, restoration, and operational improvements for highways, highway safety improvements, highway related technology transfer activities, and carpool and vanpool projects.

52.92 Standards

Local Agencies making improvements to NHS routes **with federal funding** must comply with WSDOT's qualified tester program. Refer to *LAG Manual,* Chapter 52, Section 52.31, for requirements.

Design and construction standards for all new construction or reconstruction projects, and for all 3R multi-lane limited access projects on the NHS, shall meet or exceed AASHTO standards in accordance with Title 23 USC, Section 109(b) and Section 109(c). For other projects on the NHS, the currently approved standards stipulated in the WSDOT Design, Construction, and LAG manuals, as applicable or subsequent approved revisions, will be met.

For 3R NHS projects, on other than multi-lane limited access facilities, regardless of funding, the minimum design standards will be the WSDOT *Design Manual* (M 22-01) Standards or approved revisions.

These standards are applicable for both WSDOT administered and Local Agency administered (through WSDOT) projects. FHWA will be notified promptly of all policy changes in these manuals, laws, regulations, or directives affecting FHWA projects.

52.93 NHS Certification Acceptance

All Local Agency NHS projects will be administered under Certification Acceptance (CA) procedures, regardless of the federal funding source, except for certain high cost or unique bridge projects.

52.94 Projects Within Interstate Rights-of-Way

Since all projects within the Interstate rights-of-way (R/W) have the potential to impact safety and operations on the Interstate route, Local Agencies must incorporate Interstate design criteria and construction quality. It is the Federal Highway Administration's (FHWA) policy that all projects within the Interstate R/W should be administered by WSDOT. However, given the scope and extent of non-Interstate projects within the Interstate R/W, it is recognized that Local Agency administration of some projects may be acceptable, and all requests will be considered on a case-by-case basis.

Whenever a Local Agency proposes a project within the Interstate R/W, the Local Agency must develop an agreement with WSDOT that clearly outlines each others' duties and responsibilities to maintain the integrity of the Interstate facility, from both safety and quality perspectives. The agreement should be executed prior to design approval and must be executed prior to advertising for bids. The following requirements must be incorporated into the agreement:

a. Responsibilities. WSDOT and the Local Agency must each assign a responsible Project Engineer,

b. Design. WSDOT must review and approve all highway plans, profiles, deviations, structural plans, false-work plans, shoring plans, and traffic control plans for any work within the Interstate R/W,

c. Plans, specifications, and estimates. WSDOT must review and approve the plans and specifications for any work within Interstate R/W,

d. Advertising and award. The Local Agency must confer with the WSDOT Project Engineer on any pre-award issues affecting the quality and timing of the contract,

e. Construction: All construction, materials, and quality control requirements contained in the current editions of the WSDOT *Standard Specifications* and *Construction Manual* must be incorporated into the agreement,

f. Contract changes. All contract changes affecting work within the Interstate R/W must have the prior concurrence of the WSDOT Project Engineer, and

g. Final Inspection. The final inspection of the project must be performed by WSDOT Olympia Service Center or the Region Construction (Operations) Engineer and must evidence their approval.

Only Local Agencies with full certification acceptance authority may enter into such an agreement with WSDOT.

The agreement must be submitted to FHWA prior to construction. FHWA reserves the right to assume full oversight of the project.

52.95 NHS Components

About 118 miles of the NHS are not under WSDOT's jurisdiction. Although the State has not included any future routes on NHS, certain routes will be advanced for the NHS later. These projects would be either extensions or realignments of existing NHS routes.

52.10 Appendixes

52.101 Sample Preconstruction Conference Agenda

52.102 Sample Preconstruction Conference Minutes

52.103 Sample Letter Requesting WSDOT Project, Inspection and Acceptance

52.104 Sample Materials Certification

52.105 Timeline for Construction Contracts

52.106 Weekly Statement of Working Days

52.107 Change Order

52.108 Exceptions to the WSDOT *Construction Manual*

52.109 List of Local Agency NHS Routes

52.110 Local Agency NHS Route Terminii

Forms

See Chapter 11 of the WSDOT *Construction Manual*.

FHWA Form WH-347

Sample Preconstruction Conference Agenda

I. ORDER OF WORK (Progress Schedule)

II. UTILITIES AND RAILROADS

A. Project Engineer prepare list of affected services and representative to be contacted.

B. Underground services should be located.

C. Notification time required by organizations.

D. Insurance required, if any.

III. SUBCONTRACTORS AND AGENTS

A. Request for approval must be submitted along with a Statement of Intent to Pay Prevailing Wage and Subcontractor or Agent Certification.

B. Nature of work to be performed by each.

C. Subcontractor's route correspondence via prime contractor.

D. Prime contractor must have a representative with authority on the job at all times (designated by letter).

E. DBE subcontract work — indepth discussion including conditions of award if any.

IV. RECORDS AND REPORTS

A. Description of required forms and initial supply should be handed out or mailed to prime contractor.

B. All reports must be handled through prime contractor's office.

C. Request for approval of sources of material should be submitted as soon as possible.

D. Falsework plans, if required.

E. Certified payrolls must be submitted on time and wage rate interviews will be conducted.

F. EEO and trainee requirements — indepth discussion.

G. DBE requirements when the contract contains DBE goals — indepth discussion.

H. Required job site posters (provided to Prime Contractor).

I. Davis-Bacon statement regarding the USDOL, WSDOT and local agency's role in investigations for labor compliance.

J. ADA requirements.

V. TRAFFIC CONTROL AND SAFETY

A. *Manual On Uniform Traffic Control Devices* will control signing.

B. Review and discussion of Traffic Control Plan (TCP).

C. Safety control on structures.

D. Flagman should use standard paddle and vest and must be certified with flagman card.

E. Speed regulation of construction equipment.

F. Contractor and project engineer designate by name the individual responsible for construction traffic control.

G. Safety and health requirements.

H. Request police to report all construction zone accidents to the contracting authority.

I. Gross legal load limits shall be adhered to.

J. The local agency will monitor the requirements of RCW 46.61.655 as amended by Substitute House Bill No. 1363 and cooperate with law enforcement agencies in the enforcement as provided in Section 1-07.1 of the Standard Specifications. Substitute House Bill No. 1363 deals with covered loads or 6 inches of freeboard.

VI. ENVIRONMENTAL CONSIDERATIONS

A. Commitment files.

B. Standard Specifications/Special Provisions.

C. Contractor responsibility to obtain permits.

D. Department of Ecology requires registration of rock crushers in accordance with WAC 173-400.

VII. DISMISS DISINTERESTED PARTIES (list those leaving)

VIII REOPEN WITH GENERAL CONSTRUCTION DISCUSSION

A. Contractor explains how he plans to pursue the work.

B. Review of anticipated construction problems.

C. Conflict resolution — need for partnering.

To: (Contractor)

Agency _____
Project Title _____
F.A. _____
Contract No. _____

Date:

Attention: (Contractor's Representative)

1. Time:
   Location of meeting:

2. Persons attending and organizations represented:

3. Description of work:

4. Discussion items:

Prepared by: _____

_____

cc: Regional Highways and Local Programs Engineer
Each agency, organization, and
firm who has involvement or
interest in the project.

Sample Letter Requesting WSDOT Project Inspection and Acceptance

LOCAL AGENCY LETTERHEAD

Date

Regional Highways and Local Programs Engineer
Department of Transportation

Contract No.
Contract Name
Federal Aid No.

Dear Sir:

For your information, I am sending you a copy of the contract completion letter that was sent to the contractor. I request inspection and acceptance of the project by WSDOT.

Very truly yours,

(Director of Public Works)
(County Engineer)
(City Engineer)
(Local Agency Engineer)

Project _____ Contract No. _____

Checklist for Project Certification

	Yes	No	
1.	_____	_____	Request for approval of material sources was submitted for all items listed on the record of materials and as required by Chapter 9-4 of the WSDOT *Construction Manual* or alternative procedures authorized by LAG Appendix 52.98.
2.	_____	_____	All preliminary samples requested by or for approval of source were submitted and approved or an alternate approval material or product was used.
3.	_____	_____	All samples and documentation including manufacturer's certificate of compliance, shop drawings, mill test certificates, etc., as required by the record of materials were submitted and subsequently approved.
4.	_____	_____	If job quantities differed from those listed on the record of materials, acceptance samples were taken at the frequency listed in Chapter 9-5.7 of the *Construction Manual* or alternative procedures authorized by LAG Appendix 52.98.
5.	_____	_____	All items requiring inspection at the point of fabrication were so inspected and were accepted at the jobsite by the presence of an approved stamp, sticker, tag, or mark.
6.	_____	_____	The results of the tests on acceptance samples indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
7.	_____	_____	Items added by change order and not listed on the record of materials were accepted in accordance with procedures listed in Chapter 9 of the *Construction Manual* or alternative procedures authorized by LAG Appendix 52.98.

Note: Any "No" answers on this checklist must be fully explained and documented. Attach test reports representing nonspecification material as well as an explanation of the circumstances leading to acceptance of said material. All seven items must be completed before the project can be certified.

Certified
Signature _____ Date _____
(Approving Authority)

_____ __	• Award Date 1-03 WSDOT	
_____ __	• Execution (WSDOT), Notice to Proceed (APWA)	
_____ __	• Begin Work 1-08.4 WSDOT	
Working or Calendar Days set by Contract		
_____ __	• Substantial Completion	1-08.9 WSDOT 1-05.11(1) APWA
_____ __	• Physical Completion	1-08.5 WSDOT 1-05.11(2) APWA
_____ __	• Contract Completion	1-05.12 APWA
_____ __	• Completion Date/Final Acceptance	1-08.5 WSDOT 1-05.12 APWA
See Prompt Pay Section 1-09.9		
_____ __	• Final Payment	1-09.9(4) APWA
_____ __	• Retainage Release	1-09.9(2) APWA

"Sample Sheet"

WEEKLY STATEMENT OF WORKING DAYS

CONTRACTOR				
ADDRESS (Street, City, State, ZIP Code)				
CONTRACT NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO. OR COUNTY	STATEMENT NO.	DATE

THE FOLLOWING STATEMENT SHOWS THE NUMBER OF WORKING DAYS CHARGED TO YOUR CONTRACT FOR THE WEEK ENDING:

DATE	DAY	WEATHER CONDITION	WORKABLE DAYS	UNWORKABLE DAYS	REASON FOR UNWORKABLE DAYS
	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
		DAYS THIS WEEK			
		DAYS PREVIOUSLY REPORTED			
		TOTAL DAYS TO DATE			

NOTE: ROUND ALL TIME TO THE NEAREST ½ DAY.

CURRENT STATUS	
WORKING DAYS SPECIFIED IN CONTRACT	
APPROVED EXTENSION OF TIME	
TOTAL AUTHORIZED TIME OF CONTRACT	
LESS WORKABLE DAYS CHARGED	
WORKING DAYS REMAINING	

SUMMARY OF WEEK'S ACTIVITIES

PROJECT ENGINEER

→ **NOTE:** The contractor will be allowed 10 days from date of this report in which to protest in writing the correctness of this statement, otherwise it shall be deemed to have been accepted as correct.

Washington State Department of Transportation

Change Order

Date _____

Page _____ of _____ Pages

Contract Number _____ Federal Aid Number _____

Contract Title _____

Change Order Number _____

Prime Contractor _____

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor

Endorsed By	Surety Consent
Contractor	Attorney on Fact
Date	Date

Original Contract Amount _____

Current Contract Amount _____

Estimated Net Change This Order _____

Estimated Contract Total After Change _____

Approval Required ☐ Region ☐ Olympia Service Center ☐ Local Agency

If the amount authorized in the Local Agency Agreement is exceeded and federal funds are not available for this change, the Local Agency will assume the total cost of this Change Order.

☐ Approval Recommended ☐ Approved Project Engineer Date	Approved Approving Authority per C.A. Agreement Date
☐ Approval Recommended ☐ Approved By Date	Other Approval When Required Signature Date Representing

DOT Form 140-005 EF
Revised 10/97

Exceptions to the WSDOT *Construction Manual*. The following exceptions to the WSDOT *Construction Manual* may be used by the local agency. If these methods are not utilized, the WSDOT *Construction Manual* shall prevail.

- The local agency may develop their own Record of Materials, and approve manufacturers not listed on the approved WSDOT manufacturers list.
- Asphalt plant inspectors and scalepersons are not required at established commercial sources. This exception does not allow the agency to eliminate acceptance sampling of the materials.
- The following items may be accepted with an approved catalogue cut and documented by visual inspection or a manufacturer's material certification (provided manufacturer's certification is based on actual testing):
  - Electrical items and accessories
  - Paving or geotextile fabrics
  - Fencing of any kind
  - Landscaping or irrigation items
  - Glare screens
  - Traffic buttons or paints
  - Guardrail items
  - Drainage items

  Re Bar Tie Wire
  Backer Rod under RCS Expansion Joint
  Rebar Chairs and Dobie Blocks
  Temporary Items
  Sandbags, Rope, and Wood Stakes
  Compost
- Minor quantity aggregate items from an established commercial source, treated or untreated, with a current testing frequency less than 500 tons, (450 tonnes) may be increased to 500 tons (450 tonnes) and can be accepted without testing
- Local agencies may test their own signal cabinets.
- Local agencies may lower the density testing requirements to 90 percent of the rice density for non structural overlay pavement designs with a thickness of 1.25 to 2 inches (30 to 50 mm). This should be limited to areas or projects with documented foundation problems and on overlay of existing pavements.
- Local agencies are not required to follow the qualified testing program outlined in the WSDOT *Construction Manual* if the agencies projects are not on the NHS, or are on the NHS and the project does not contain federal funding.

  AND

  The acceptance sampling frequencies and test methods are done in accordance with Chapter 9 of the WSDOT *Construction Manual* and the exceptions listed above.

  In addition to mandatory acceptance sampling, a local agency may choose to do independent assurance sampling. If a local agency elects to do independent assurance sampling, the procedures listed below shall be followed.

  - Assurance sampling and testing will be done independent of acceptance testing, not utilizing the same testing equipment or performed by the same personnel. Assurance samples of aggregate may be taken by the field inspector and split two ways. One split will be tested by the inspector in the field as an acceptance sample and the other split will be an assurance sample for immediate testing and comparison with field results.
  - Assurance sample testing does not reflect on the acceptability of the material involved. Acceptance under the contract is determined by the acceptance testing process. Assurance testing is performed to obtain an independent verification of proper testing procedure and equipment.

Comparison of Assurance and Acceptance Test Results. Assurance sample results will be compared with the acceptance test results of the companion samples.

Reports of the comparison of results will be placed in the project file. The degree of conformance will be determined according to the deviation ranges noted below. Gradation test results will be compared only on specification screens.

Test	Normal Range of Deviation	Maximum Range of Deviation
Sand Equivalent	±8 points	±15 points
Fracture	±5 percent	±10 percent
Asphalt Content (ACP & ATB)	±0.3 percent	±0.6 percent
Sieve Analysis — All Items:		
No. 4 (4.75 mm) sieve and larger	±5 percent	±8 percent
No. 6 (3.35 mm) sieve to No. 80 (0.180 mm) sieve	±3 percent	±6 percent
No 100 (0.150 mm) and No. 200 (0.075 mm) sieve	±2 percent	±4 percent

In the table above, "Normal Range" indicates an acceptable range of variation between test results and no action is required. Test results which fall in this category will be so indicated by the wording *"normal deviati*on" on the assurance test reports. Test results falling outside of the "Normal Range" but within the "Maximum Range," will be indicated by the wording *"questionable deviati*on" on the assurance test reports. For deviations falling into this category, the Project Engineer or a representative shall review the original test report form, advise the responsible test operator of the deviation, and review the test procedure at the next opportunity.

Test results exceeding the maximum range will be indicated by the wording *"excessive deviati*on." For deviations falling in the excessive category, the Project Engineer or a representative will notify the appropriate personnel for corrective action. Corrective action will include review of sampling procedures, sample splitting procedures, testing procedures, and testing equipment. Actions and results of these investigations will be documented to the project file by a notation. These may include comments or findings by the Lab and testing personnel.

Independent Assurance Sampling Frequency Guide

Item	Test	Assurance Sample
Gravel Borrow	Grading & SE	1 – 20,000 Ton
Select Borrow	Grading & SE	1 – 20,000 Ton
Sand Drainage Blanket	Grading	1 – 20,000 Ton
Gravel Base	Grading,SE & Dust Ratio	1 – 20,000 Ton
CSTC	GradingSE & Fracture	1 – 10,000 Ton
CSBC Grading,	SE & Fracture	1 – 10,000 Ton
Maintenance Rock	Grading,SE & Fracture	1 – 10,000 Ton
Ballast Grading,	SE & Dust Ratio	1 – 10,000 Ton
Shoulder Ballast	Grading & Fracture	1 – 10,000 Ton
Backfill for Sand Drains	Grading	1 – 10,000 Ton
Crushed Coverstone	Grading, SE & Fracture	1 – 5,000 Ton
Crushed Screening		
$^5/_8 - ^1/_4$	Grading & Fracture	1 – 5,000 Ton
$^1/_2 - ^1/_4$	Grading & Fracture	1 – 5,000 Ton
$^1/_4 - 0$	Grading & Fracture	1 – 5,000 Ton
Gravel Backfill For		
Foundations	Grading, SE & Dust Ratio	1 – 5,000 Ton
Walls	Grading, SE & Dust Ratio	1 – 5,000 Ton
Pipe Bedding	Grading, SE & Dust Ratio	1 – 5,000 Ton
Drains	Grading	1 – 5,000 Ton

Independent Assurance Sampling Frequency Guide Cont.

Item	Test	Assurance Sample
PCC Paving		
Coarse Aggregate	Grading	1 – 10,000 Ton
Fine Aggregate	Grading	1 – 5,000 Ton
Completed Mix		
Consistency	Slump	1 – 25,000 SY
Air Content	Air	1 – 25,000 SY
Yield	Cement Factor	1 – 25,000 SY
Test Beam	Flexural Strength	1 – 25,000 SY
PCC Structures		
Coarse Aggregate	Grading	1 – 5,000 Ton
Fine Aggregate	Grading	1 – 2,500 Ton
Consistency	Slump	1 – 1,000 CY
Air Content	Air	1 – 1,000 CY
Cylinders (28-day)	Compressive Strength	1 – 1,000 CY
Yield	Cement Factor	1 – 1,000 CY
Cement	Chemical & Physical Certification (Verification Sample)	1 – 1,000 Ton
Asphalt Materials		Verification
Paving Asphalt (AR, AC, PBA)		1 qt. every 3rd shipment
Liquid Asphalt (Cutback, Emulsion)		1 qt. every other shipment
Emulsion for ACP Tack Coat		None required

STP Distribution Attributable to the Proposed NHS System

Local Jurisdiction by MPO/RTPO	Approximate NHS Miles	%NHS	Lead Agency
Clallam County	0.85	0.72	
Richland	0.85	0.72	
Dept of Energy/Benton Co.	2.35	1.99	
Pasco	0.58	0.49	BFCG
Douglas County	3.74	3.17	
East Wenatchee	0.21	0.18	Douglas County
King County	1.77	1.50	
Bellevue	2.16	1.83	
Federal Way	0.40	0.34	
Kent	1.55	1.31	
Kirkland	1.29	1.09	
Renton	3.02	2.56	
Seatac	2.35	1.99	
Seattle	38.29	32.41	
Shoreline	0.91	0.77	
Tukwilla	2.67	2.26	
Port of Seattle	1.25	1.06	
Kitsap County	10.45	8.84	
Port Orchard	0.73	0.62	
Pierce County	0.25	0.21	
Lakewood	1.08	0.91	
Fife	0.12	0.10	
Tacoma	1.13	0.96	
Snohomish County	4.19	3.35	
Lynnwood	0.09	0.08	
Mountlake Terrace	0.09	0.08	
Everett	1.59	1.35	PSRC
Spokane County	4.33	3.66	
Spokane	3.23	2.73	SRTC
Whitman County	2.78	2.35	
Pullman	0.44	0.37	Whitman County
Thurston County	0.75	0.63	
Lacey	5.14	4.35	
Olympia	2.18	1.85	
Tumwater	2.50	2.12	TRPC
Walla Walla Port	0.72	0.61	Walla Walla County
Whatcom County	0.26	0.22	
Bellingham	4.90	4.15	WCOG
Yakima County	1.79	1.52	
Union Gap	0.58	0.49	
Yakima	2.43	2.06	YVCOG
Vancouver	0.28	0.24	
Island County	1.88	1.59	
Total	**118.15**	**100.00%**	

Agency Name	Functional Class	Route Name	Start Location	Ending Location
Bellevue	14	NE 8th Street & NE 4th Street	I-405	Bellevue Transit Center
Bellevue	16	108th Avenue NE & NE 6th Street	I-405	Bellevue Transit Center
Bellevue	16	SE Eastgate Way	Eastgate P&R	156th Avenue SE
Bellevue	14	Lake Washington Boulevard	I-405	Kirkland C/L
Bellevue	16	Northrup Way	Lake Washington Boulevard	108th Avenue NE
Bellingham	14	12th Street	Donovan Avenue	Harris Avenue
Bellingham	17	Harris	12th	Alaskan Ferry
Bellingham	14	Meridian Street	I-5	Port of Bellingham
Bellingham	16	Squallicum Way	I-5	Port of Bellingham
Clallam County	16	Airport Road	SR 101	Airport
Douglas County	02	Grant Road & Airport Way	Urban Boundary	Airport Terminal
Douglas County	16	Grant Road	City Limits	Urban Boundary
East Wenatchee	14	Grant Road	State Highway 28	C/L
Everett	14	20th Avenue	SR 526	Boeing Parking Lot
Everett	14	Airport Road	SR 526	Everett C/L
Everett	14	Pacific Avenue	Multimodal Center	I-5
Everett	17	Hoyt Avenue	Everett Transfer Center	Everett Avenue/SR 529
Federal Way	14	S 320th Street	Federal Way P&R	I-5
Federal Way	14	S 348th Street	South Federal Way P&R	SR 99
Fife	14	Port of Tacoma Road	I-5	Fife C/L
Island County	07	Ault Field Road	Whidby Island NAS	SR 20
Kent	14	James Street	West Valley Highway	N Lincoln Avenue
Kent	16	N Lincoln Avenue & 264th Street	SR 516	Kent P&R
Kent	17	James Street	64th Avenue S	West Valley Highway
Kent	19	64th Avenue S	James Street	Meeker Street
King County	14	Rainer Avenue South	Renton C/L	Seattle C/L
King County	16	Juanita-Woodinville Way	Brickyard P&R	I-405
King County	14	S 272nd Street	SR 99	Star Lake P&R
Kirkland	16	Northrup Way & 108th Avenue NE	S Kirkland Transit Center	Lake Washington Blvd
Kirkland	14	NE 124th Street	116th Avenue NE	I-405
Kitsap County	07	Beach Drive	Manchester Fuel Depot	Urban Boundary
Kitsap County	16	Beach Drive	Urban Boundary	Port Orchard C/L
Kitsap County	16	Clear Creek Road	SR 3	Trigger Avenue
Lacey	17	6th Avenue SE	Lacey Transit Center	College Street
Lacey	14	College Street SE	I-5	Yelm Highway
Lakewood	14	Bridgeport Way SW	I-5	McChord AFB
Lakewood	14	112th Street South	SR 512	McChord AFB
Lynnwood	17	200th Street SW	Lynwood P&R	44th Avenue W
Mountlake Terrace	16	236th Street SW	I-5	Mt. Lake Terrace P&R
Olympia	14	State Avenue	Transit Center	Plum Street
Olympia	14	Henderson Boulevard	I-5	State Avenue
Olympia	19	Washington Street	4th Avenue	Port of Olympia
Olympia	14	4th Avenue	Plum Street	Washgton Street
Pasco	14	20th Avenue	I-182	Argent Road
Pierce County	14	Port of Tacoma Road	Fife C/L	Tacoma C/L
Port of Seattle	12	Airport Freeway	SR 518	Seatac Airport
Port Orchard	16	Beach Drive	SR 166	Port Orchard C/L
Pullman	16	Airport Road	SR 270	Urban Boundary
Renton	14	Airport Way	Rainier Avenue South	I-405
Renton	14	Rainer Avenue South	S 2nd Street	Renton C/L
Richland	14	Stevens Drive	Jadwin Avenue	Spengler Road

Agency Name	Functional Class	Route Name	Start Location	Ending Location
Seatac	14	12th Place S/S 188th Street	I-5	SR 509
Seattle	12	West Seattle Freeway	South Columbian Way	Alaskan Way
Seattle	14	E Marginal Way	Seattle C/L	1st Avenue South Bridge
Seattle	17	S Hanford Street	E Marginal Way	1st Avenue South
Seattle	14	Rainier Avenue South	Seattle C/L	I-90
Seattle	14	Elliott Avenue	SR 99 Viaduct	N 145th Street
Seattle	16	NE 103rd	I-5	Northgate P&R
Seattle	14	1st Avenue South	South Cloverdale Street	Olson/Meyers P&R
Seattle	14	Stewart Street	I-5	Greyhound Depot
Seattle	16	7th Avenue	I-5	Greyhound Depot
Seattle	17	Bellevue Avenue	I-5	Greyhound Depot
Seattle	19	Greyhound Terminal Road	I-5	Greyhound Depot
Seattle	14	4th Avenue S	SR 519	2nd Avenue S
Seattle	14	Airport Way S	Seattle C/L	Military Road S
Seattle	14	Mercer Street	I-5	Galer Street
Seattle	16	14 Avenue West	Elliott Avenue West	Port of Seattle
Seattle	14	W Marginal Way SW	1 Avenue South	Chelan Avenue SW
Seattle	16	S Forest Street	I-5	Port of Seattle
Seattle	17	11th Avenue SW	Spokane Street	Port of Seattle
Seattle	17	11th Avenue SW	11 Er Avenue SW	SW Florida Street
Seattle	14	Alaskan Way South	SR 519	Port of Seattle
Seattle	16	Alaskan Way South	E Marginal Way South	SR 519
Shoreline	14	Westminister Way	NE 14th Street	NE 157th Street
Snohomish County	14	128th Street SW	I-5	Everett C/L
Snohomish County	17	4th Avenue West	Mariner P&R	128th Street SW
Snohomish County	14	164th Street SW	Swamp Creek P&R	I-5
Spokane	16	Fancher Road	Spokane C/L	Felts Field (Airport)
Spokane County	14	Airport Drive	Spokane Inter. Airport	SR 2
Spokane County	14	Sprague Avenue	I-90	Fancher Road
Spokane County	16	Fancher Road	Sprague Avenue	Spokane C/L
Tacoma	14	Port of Tacoma Road	Tacoma C/L	Port of Tacoma
Thurston County	06	Yelm Highway	College Street	Urban Boundary
Tukwila	14	Boeing Access Road	I-5	Tukwila C/L
Tukwila	14	Airport Way	South C/L	North C/L
Tumwater	16	Airdustrial Way	I 5	Tumwater C/L
Union Gap	14	Valley Mall Boulevard	I-82	Yakima Airport
Vancouver	14	Washington Street	I-5	W 7th Street
Vancouver	14	C Street	I-5	W 7th Street
Walla Walla Port	16	Airport Way	SR 12	6th Avenue
Whatcom County	17	Bennett Drive	I-5	W Bakerview Road
Whitman County	07	Airport Road	Urban Boundary	Airport
Yakima	14	South 1st Street	I-82	Yakima Airport
Yakima	16	Washington Avenue	I-82	Yakima Airport
Yakima County	07	Firing Center Road	I-82	Yakima Firing Center
Yakima County	16	Washington Avenue	I-82	Yakima Airport
US Dept of Energy	14	Stevens Drive	Spengler Road	Horn Rapids Road

Functional Classes	Urban	Rural
Principal Arterial	14	02
Freeway and Expressway	12	
Minor Arterial	16	06
Collector	17	
Rural Major Collector		07
Rural Minor Collector		08
Local Access	10	09

Agency: _____ Date: _____

Project Title: _____

Federal Aid Project No.: _____ Contract No.: _____

Reviewers: _____

_____

_____

LAG Ref.

13 Table of Organization and CA Agreement Review:

Action	Approving Authority
Design Approval	_____
PS&E Approval	_____
Contract Award	_____
Contract Aministration	_____

Preliminary Engineering:

43.1 Design Approved By: _____ Date: _____

44.1 PS&E Approved By: _____ Date: _____

44.22 Agency Supplied Materials Approved By: _____

44.22 Sole Source Items? Yes _____ No _____

21.1 Changes in Scope, Limits, Character, Cost? Yes _____ No _____

44.22 Tied Bids Approved By: _____ Date: _____

Advertising and Award:

46.21 FHWA Construction Authorization Date: _____

46.24 Advertising Dates: _____

46.24 Three Week Advertising Period? Yes _____ No _____

46.24 Affidavits of Publication in File? Yes _____ No _____

46.25 Bid Opening Date: _____

46.27 Award Date: _____

46.26 Award to Lowest Bidder? Yes _____ No _____

If Not, Explain: _____

46.28 Contract Execution Date: _____

46.28 Contract Award Amount: _____

46.3 Award Information Transmitted to WSDOT? Yes _____ No _____

52 First Working Day: _____ No. of Working Days: _____

No. of Working Days Complete: _____

52.2 Preconstruction Conference Minutes Review:

Meeting held? Yes _____ No _____

Meeting documented? Yes _____ No _____

44.1 Commitment File:

24.94 Environmental and Permit Conditions Met Yes _____ No _____

ECS Approval date _____

Six month updates Yes _____ No _____

LAG Ref.

25 Right-of-Way

Right-of-Way Acquired Yes _____ No _____
Right-of-Way Acquisition Procedures Dated: _____
Listing of Right-of-Way Staff Current Yes _____ No _____
25.11 Project Right-of-Way Certification Dated: _____

52 Administrative Settlements

52.51 Were any claims settled by Adminstrative Settlement? Yes _____ No _____
Were claims submitted to Local Programs Engineer? Yes _____ No _____
Comments: _____
_____
52.1 Project Diaries and Inspector's Daily Reports Signed and Up to Date? Yes _____ No _____

52.4 Payrolls:

Wage Rates Included in Contract? Yes _____ No _____
Certified by Contractor? Yes _____ No _____
Checked and Initialed by Agency? Yes _____ No _____

27 EEO Compliance:

27.32 PR-1391 on File and PR 1392 sent to Region Local Programs? Yes _____ No _____
Comments: _____
_____
_____

Training:

Training Goal Set? Yes _____ No _____ Hours _____
Training Plan Approved by Agency: Yes _____ No _____
Training Goal Met? Yes _____ No _____ Hours _____
Comments: _____
_____
_____

26 DBE Compliance:

26.2 DBE Goal Set: _____%
26.2 DBE Condition of Award Amount: $_____
26.2 How Was DBE Certification Verified Prior to Award? _____
52.5 Change Orders Affects on DBEs: Yes _____ No _____
52.5 Additional Work Provided to DBEs? Yes _____ No _____
52.5 Any Changes to DBE Goals? Yes _____ No _____
26.2 DBE goals approved by H&LP? Yes _____ No _____
26.2 Quarterly Report of Amounts Credited as DBE Participation
Sent to Region Local Programs Engineer? Yes _____ No _____

52 Contract Completion:

52.81 Completion Date: _____
52.81 Completion Letter to Contractor transmitted to Local Programs: _____
52.83 End of Project Materials Certification From Project Engineer to Approving Authority Date: _____

44 Traffic Control

44.22e TCP or K Plans Included in contract? Yes _____ No _____
44.22e Detour included in contract? Yes _____ No _____
44.22e If yes, agreements included in contract? Yes _____ No _____

Construction Contract Administration: (Change Orders)

CO#	Written App. Date	Major Items Involved	Cost Change +/-	W/D +/-	Agency Justified Independently
1					
2					
3					
4					
5					
6					
7					
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28					
29					

Prime and Subcontractor Information

	Name	Amount	Request to Sublet 421-012	DBE	Fed. Aid Certification 420-004	Statement of Intent to Pay Prev.Wages F700-029-000	Wage Rate Interview 424-003	DBE Review 272-051	Affidavit of Wages Paid F700-007-000	Monthly Employee Util. Rpt 820-010	Payroll
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

Total Amount Sublet $		***NOTES:***
% of Contract Sublet = (Maximum 70%)		