



Transmittal Number PT 06-026	Date April 2006
Publication Distribution To: <i>All Local Agency Guidelines Manual</i> holders	
Publication Title <i>Local Agency Guidelines – Revision 2006-1</i>	Publication Number M 36-63
Originating Organization Washington State Department of Transportation Highways and Local Programs Division through Engineering Publications	

Remarks: All LAG Manual and CD Holders:

To download the April 2006 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.

Contents

The Table of Contents has been revised to reflect new dates on the revision.

Chapter 12, FHWA Funding Programs

Section 12.33d added language defining Bridge Program Participation.

Appendix 26.41, Quarterly Report of Amounts Credited as DBE Participation

Form has been updated

Appendix 28.72, Non Discrimination Agreement, Population Under 100,000

Added a line in the Signature block for the signer to PRINT their name.

Chapter 31, Using Consultants

Section 31.11c has been revised to clarify the process for non CA agencies.

Appendix 31.94, Sample Advertisement

Revised the language to meet Title VI requirements.

Appendix 31.99, Standard Consultant Agreement Form 140-089

Includes direction that tells which exhibits are mandatory and which are optional as well as posting the most current version of the form.

Appendix 31.910, Supplement Signature Page for Standard Consultant Agreement

Form has been updated and page numbers changed on Appendix 31-911, 31-912

Appendix 31.913, WSDOT Performance Evaluation Consultant Services

Forms have been updated.

Chapter 34, Bridge Selection and Scoping

Section 34.55, item number 13. Revision clarifies the approach costs eligible for federal participation under the Bridge Program.

Chapter 42, City and County Design Standards

Corrects references to Appendix 42.102.

Chapter 44, Plans, Specifications, and Estimates

Clarified the intent to include Traffic Control Plans in the Contract Documents.

Appendix 52.107, Change Order

Form has been updated.

Appendix 53.51, Project Documentation Checklist

Added Consultant Agreements to the documentation check list.

Acronyms and Glossary of Terms Section

Updated lists of acronyms. This replaces the current list at the back of the book and users are asked to delete the list located at the front of the book.

Instructions:

Chapter	Remove		Insert	
	Pages	Sheets	Pages	Sheets
Contents	vii – xvi	5	vii – xvi	5
Chapter 12	12-7 – 12-14	4	12-7 – 12-14	4
Appendix 26.41	26-7 – 26-8	1	26-7 – 26-8	1
Appendix 28.72	28-19 – 28-20	1	28-19 – 28-20	1
Chapter 31	31-1 – 31-2	1	31-1 – 31-2	1
Appendix 31.94	3-27 – 3-28	1	3-27 – 3-28	1
Appendix 31.99	31-39 – 31-76	19	31-39 – 31-80	21
Appendix 31.910 – Appendix 31.913	31-77 – 31-86	5	31-81 – 31-88	4
Chapter 34	5-6	1	5-6	1
Chapter 42	9 -10	1	9-10	1
Chapter 44	44-1 – 44-2	1	44-1 – 44-2	1
Appendix 52.107	52-13 – 52-14	1	52-13 – 52-14	1
Appendix 53.51	53-5 – 53-6	1	53-5 – 53-6	1
Acronyms and Glossary Terms Section	1-4 in the front of manual as well as in the back of the manual	2	1-4 in the back of the manual	2

Distributed By Directional Documents and Engineering Publications	Phone Number (360) 705-7430 FAX: 705-6861	Signature <i>Stephane Williams</i>
---	---	---------------------------------------

Contents

	Page	Revision Date
Foreword	i	October 2005
Local Agency Guidelines Committee Members	ii	October 2005
Local Agency Guidelines Committee Members E-mail Listing	iii	October 2005
Comment Request Form	v	June 2000
Guidelines Overview		
Chapter 11 Introduction		
Purpose	11-1	July 1999
Organization of the Manual	11-1	July 1999
Updating Process	11-1	July 1999
Chapter 12 FHWA Funding Programs		
12.1 General Discussion	12-1	April 2005
12.2 Coordination With Planning Agencies	12-2	April 2005
	12-3	April 2005
	12-4	April 2005
12.3 Non-NHS Funding Sources	12-4	April 2005
	12-5 to 10	April 2005
12.4 FHWA Discretionary Programs	12-11	April 2006
	12-12	April 2006
12.5 Transfer of STP, Enhancement, and CM/AQ Funds to the Federal Transit Administration (FTA)	12-13	April 2006
12.6 Appendices	12-14	April 2005
12.62 MPO Planning Flow Chart	12-15	April 2005
12.63 Map of MPOs and RTPO's	12-16	April 2005
12.64 Vacant	12-17	April 2005
12.65 MPO/RTPO Directory	12-18 to 21	April 2005
12.66 STP Lead Agencies	12-22	April 2005
12.67 Six Year Transportation Improvement Program Instructions	12-23 and 24	April 2005
12.68 Six Year Transportation Improvement Program Sheet	12-25	April 2005
Chapter 13 Becoming Certified to Administer FHWA Projects		
13.1 General Discussion	13-1	October 2005
13.2 Certification Acceptance (CA) Features	13-1	October 2005
13.3 Certification Acceptance Requirements	13-2	October 2005
13.4 Application for Certification Acceptance	13-2	October 2005
13.5 Certification Acceptance (CA) Compliance	13-2	October 2005
13.6 Non-CA Status	13-3	October 2005
Certification Acceptance Qualification Agreement (2 pages)	1-2	October 2005
Certification Acceptance Interview Form (4 pages)	1 of 4 to 4 of 4	July 1999
Chapter 14 Developing Projects Using the Local Agency Guidelines		
14.1 General Discussion	14-1	April 2005
14.2 Project Development Process Overview	14-1	April 2005
14.3 Vacant	14-4	April 2005
14.4 Projects Within Interstate Rights-of-Way	14-4	April 2005

	Page	Revision Date
14.5 Project Development Process Flow Chart and Checklist	14-5	April 2005
14.6 Appendices	14-5	April 2005
14.61 Project Development Process Flow Chart	14-6	April 2005
14.62 Project Development Checklist	14-7 and 8	October 2005
	14-9	October 2005
	14-10	October 2005
	14-11 and 12	October 2005
	14-13	October 2005
	14-14	October 2005
	14-15	October 2005
	14-16	October 2005
	14-17 to 18	October 2005
	14-19	October 2005
	14-20	October 2005
	14-21	October 2005

General Project Development

Chapter 21 The Project Prospectus

21.1 General Discussion	21-1	Sept. 2003
21.2 Procedure for Submitting the Planning/TDM Application Package	21-1	Sept. 2003
21.3 Procedure for Compiling the Project Application Package	21-1	Sept. 2003
21.4 Appendices	21-1	Sept. 2003
21.41 Prospectus Submittal Checklist	21-3	Feb. 2002
21.42 Instructions for Project Application Transmittal Items	21-4	Feb. 2002
	21-5	July 1999
21.43 Instructions for Completing Project Prospectus	21-6	October 2005
	21-7	October 2005
	21-8 to 10	October 2005
21.44 List of County Code Numbers and WSDOT Region Numbers	21-11	July 2001
21.45 List of City Code Numbers	21-12 and 13	
	21-14	Sept. 2003
21.46 List of Urban Area Numbers	21-15	July 1999
21.47 Local Agency Federal Aid Project Prospectus	21-16 to 18	October 2005
21.48 Puget Sound Legislative Districts	21-19	Sept. 2003
21.49 Statewide Legislative Districts	21-20	Sept. 2003
21.50 Washington State Congressional Districts	21-21	Sept. 2003

Chapter 22 The Local Agency Agreement

22.1 General Discussion	22-1	October 2005
22.2 Preparation Procedure	22-1	October 2005
22.3 Supplemental Agreement	22-1	October 2005
22.4 Appendices	22-1	Dec. 2005
22.41 Local Agency Agreement	22-3 to 6	March 2005
22.42 Instructions for Preparing Local Agency Agreement	22-7 and 8	Feb. 2005
22.43 Local Agency Supplemental Agreement	22-9	Dec. 2005
22.44 Instructions for Preparing Supplemental Agreement	22-10	Dec. 2005
22.45 Sample Withholding Resolution for Construction Financing Method B	22-11	July 1999

Chapter 23 Progress Billing (Reimbursement Costs)

23.1 General Discussion	23-1	Feb. 2002
23.2 Billing Procedures for Local Agency Ad and Award and Agency Force Work	23-1	Feb. 2002
23.3 Billing Procedures for State Ad and Award	23-1	Feb. 2002

	Page	Revision Date	
23.4	Number and Timing of Submittals	23-1	Feb. 2002
23.5	Identification of Federal Aid Participating and Nonparticipating Charges	23-1 to 3	Feb. 2002
23.6	Appendices	23-3	Feb. 2002
	23.61 Sample Form PPC2, "Federal Aid Request for Payment"	23-5	Feb. 2002
	23.62 Instructions for Completing Form PPC2	23-6 and 7	Feb. 2002
Chapter 24	Environmental Processes		
24.1	General Discussion	24-1	October 2005
24.2	Project Classification	24-1 and 2	October 2005
		24-3	October 2005
24.3	Procedures for Class I Projects	24-7	October 2005
24.4	Procedures for Class II Projects	24-12	October 2005
24.5	Procedures for Class III Projects	24-13	October 2005
24.6	Project Reevaluation	24-14	October 2005
24.7	Biological Assessments	24-15	October 2005
		24-16	October 2005
		24-17 to 18	October 2005
24.8	Section 106 Process	24-18	October 2005
		24-19	October 2005
		24-20 and 22	October 2005
24.9	Section 4(f) Process	24-22	October 2005
24.10	Environmental Commitment Tracking	24-24	October 2005
24.11	Appendices	24-24	April 2005
	24.111 Definitions	24-25	April 2005
	24.112 Environmental Classification Summary	24-26	April 2005
	24.113 Local Agency Environmental Classification Summary	24-34	April 2005
	24.114 Biological Assessment Coordination Process	24-42	April 2005
	24.115 Biological Assessment Review Checklist	24-43	April 2005
	24.116 27 Tribes and Treaty Ceded Areas of Washington	24-57	April 2005
	24.117 Programmatic Categorical Exclusion Approvals	24-58	April 2005
	24.118 ESA Species Listings Requests - Agency Contacts	24-61	April 2005
Chapter 25	Right-of-Way Procedures		
25.01	General Discussion	25-1	April 2005
25.02	Right-of-Way Acquisition Procedures	25-2	April 2005
25.03	Voluntary Acquisition	25-2	April 2005
25.04	Funds for Right-of-Way	25-2	April 2005
25.05	Appraisal	25-4 and 5	April 2005
25.06	Title	25-5	April 2005
25.07	Negotiations	25-5	April 2005
25.08	Donated Property	25-7	April 2005
25.09	Administrative Settlements	25-7	April 2005
25.10	Relocation	25-8	April 2005
25.11	Right-of-Way Certification	25-8	April 2005
25.12	Property Management	25-9	April 2005
25.13	Document Retention	25-9	April 2005
25.14	Appendices	25-10	April 2005
	25.142 Right-of-Way Procedures	25-11 and 12	April 2005
	25.143 Right-of-Way Project Funding Estimate Sample	25-13 to 15	April 2005
	25.144 True Cost Estimate Sample	25-16 to 18	April 2005
	25.145 Appraisal Report Forms (Sample)	25-19 and 20	April 2005
	25.146 Appraisal Waiver Procedure (Sample)	25-21 to 24	April 2005
	25.147 Review Appraiser Form (Sample)	25-25 and 26	April 2005
	25.148 Donation Statements (Sample)	25-27 and 28	April 2005

		Page	Revision Date
25.149	Certification #1 (Sample) — All Right-of-Way Acquired	25-29	April 2005
25.150	Certification #2 (Sample) — Right to Occupy All Right-of-Way Acquired	25-30 and 31	April 2005
25.151	Certification #3 (Sample) — All Right-of-Way Not Acquired	25-32 and 33	April 2005
25.152	Coordinators Worksheets (Sample)	25-34 to 36	April 2005
25.153	Federal Aid Requirement Checklist	25-37 and 38	April 2005
25.154	Process Flow Chart	25-39	April 2005
25.155	Government Agreement for Aid	25-41 to 44	April 2005
Chapter 26	Disadvantaged Business Enterprises		
26.1	General Discussion	26-1	March 2003
26.2	Procedures	26-1 to 4	March 2003
26.3	Consultant Agreement Goals	26-5	March 2003
26.4	Appendices	26-5 and 6	March 2003
26.41	Quarterly Report of Amounts Credited as DBE Participation	26-7	April 2006
26.42	Disadvantaged Business Enterprise Utilization Certification	26-8	April 2005
Chapter 27	Equal Employment Opportunity and Training		
27.1	General Discussion	27-1	October 2005
27.2	Training	27-1	October 2005
27.3	Contract Administration	27-2	October 2005
27.4	Monitoring During Construction	27-2	October 2005
27.5	Compliance Review	27-3	October 2005
Chapter 28	Title VI Program		
28.1	General Discussion	28-1	April 2005
28.2	Title VI Plan Development	28-1	April 2005
28.3	Reporting Requirements	28-2	April 2005
28.4	Title VI Complaint Investigations	28-3	April 2005
28.5	Title VI Compliance Reviews	28-3	April 2005
28.6	Other Nondiscrimination Statutes Related to Title VI.	28-4	April 2005
28.7	Appendices	28-4	April 2005
28.71	Title VI Plan for Large Agencies (Population over 100,000)	28-5	April 2005
28.72	Title VI Nondiscrimination Agreement for Small Agencies (Population under 100,000)	28-19	April 2006
28.73	FHWA Title VI Annual Update of Accomplishments Report	28-27	April 2005
28.74	Compliance Review Questionnaire	28-52	April 2005
28.75	Example of an annual report for agencies that serve a population of 100,000 or greater.	28-57	April 2005
28.76	Example of a Complaint Log	28-74	April 2005
Special Project Development			
Chapter 31	Using Consultants		
	General Discussion	31-1	April 2005
31.1	A&E Services Consultants	31-1	April 2006
31.2	Personal Services Consultants	31-5	April 2005
31.3	Negotiation with Selected Firm, A&E, and Personal Services	31-7	April 2005
31.4	Standard Agreement, Exhibits, and Supplements to Agreements, A&E, and Personal Services	31-11	April 2005
31.5	Audit Requirements	31-12	April 2005

	Page	Revision Date
31.6 Oversight of the Agreement and Project Closure	31-12	April 2005
Appendices	31-13	April 2005
31.91 Sample Personal Services Contract for Appraiser	31-15	April 2005
31.92 Sample Consultant Agreement for Negotiation Services	31-18	April 2005
31.93 Information Required in Agreements for Non-CA Agencies	31-26	April 2005
31.94 Sample Advertisement	31-27	April 2006
31.94(a) Submittal Information Form (Prime)	31-29	April 2005
31.94(b) Submittal Information Form (Sub-consultant)	31-30	April 2005
31.95 Request for Sole Source Consultant Services	31-31	April 2005
31.96 Independent Estimate for Consulting Services	31-35	April 2005
31.97 Consultant Fee Calculation Worksheet	31-36	April 2005
31.98 Sample Record of Negotiations	31-38	April 2005
31.99 Local Agency Standard Consultant Agreement, includes	31-39	April 2006
Exhibit A-1	31-47	April 2006
Exhibit A-2	31-48	April 2006
Exhibit B-1	31-50	April 2006
Exhibit C	31-51	April 2006
Exhibit D-1	31-52	April 2006
Exhibit D-2	31-54	April 2006
Exhibit D-3	31-57	April 2006
Exhibit D-4	31-59	April 2006
Exhibit E-1	31-61	April 2006
Exhibit E-2	31-62	April 2006
Exhibit F	31-63	April 2006
Exhibit G	31-64	April 2006
Exhibit G-1	31-65	April 2006
Exhibit G-2	31-66	April 2006
Exhibit H	31-67	April 2006
Exhibit I	31-69	April 2006
Exhibit J	31-70	April 2006
Exhibit K	31-72	April 2006
Exhibit L	31-74	April 2006
Exhibit M-1(a)	31-75	April 2006
Exhibit M-1(b)	31-76	April 2006
Exhibit M-2	31-77	April 2006
Exhibit M-3	31-78	April 2006
Exhibit M-4	31-79	April 2006
31.910 Supplemental Signature Page for Standard Consultant Agreement	31-80	April 2006
31.911 Supplemental Agreement	31-81	April 2006
31.912 Sample Invoice Tracking Sheet	31-82	April 2006
31.913 WSDOT Performance Evaluation Consultant Services	31-83	April 2006
Chapter 32 Railroad/Highway Crossing Program		
32.1 General Discussion	32-1	Sept. 2002
32.2 Selection of Appropriate Warning Devices	32-1	Sept. 2002
32.3 Project Development Process	32-2	Feb. 2002
	32-3	Sept. 2002
32.4 Other Projects With Railroad Involvement	32-4	Sept. 2003
32.5 Appendices	32-4	Sept. 2003
32.51 Signal Design — Shoulder Section (Metric/English)	32-5	July 1999
32.52 Signal Design — Curb Section (Metric/English)	32-7	July 1999
32.53 Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form (Metric/English)	32-9	July 1999
32.54 Railroad Project Data Form	32-11	July 1999

	Page	Revision Date
32.55 Washington State Short Line Contact List	32-12	Sept. 2003
32.56 Sample Letter — Type 3 Party Agreement	32-13	July 1999
32.57 Local Agency Railway Agreement	32-15 and 16	Dec. 2000
Chapter 33 Emergency Relief Program		
33.1 Steps Following a Disaster	33-1	Feb. 2002
33.2 FHWA's Emergency Relief Program Guidelines	33-2	Feb. 2002
33.3 Reimbursable Expenses	33-3 and 4	Feb. 2002
	33-5	July 1999
33.4 Types of Emergency Relief Work	33-6 to 9	July 1999
33.5 Contracts	33-9	July 1999
33.6 Additional Project Requirements	33-9	July 1999
33.7 Funding	33-10	July 1999
33.8 FEMA Program Guidelines	33-10	July 1999
33.9 Appendices	33-11	Dec. 2000
33.91 Local Agency Proclamation	33-13	July 1999
33.92 Governor's Proclamation	33-14	July 1999
33.93 Local Agency Damage Inspection Report	33-15	Dec. 2000
Chapter 34 Highway Bridge Program		
34.1 General Discussion	34-1	October 2005
34.2 Bridge Condition Inspection Program	34-1	October 2005
34.3 Bridge Program Call for Projects	34-4	October 2005
34.4 Appendices	34-7	October 2005
34.601 NBIS Regulation Qualifications of Personnel	34-8	October 2005
34.602 NBIS Regulation Inspection Frequency	34-9	October 2005
34.603 Bridge Inspection Experience and Training Report DOT Form 234-100	34-10	October 2005
Chapter 41 General		
41.1 General Discussion	41-1	March 2004
41.2 New Construction/Reconstruction Projects	41-1	March 2004
41.3 3-R Projects (Resurfacing, Restoration, and Rehabilitation)	41-2	March 2004
41.4 2-R Projects (Resurfacing and Restoration)	41-3	March 2004
41.5 Low Volume Roads and Streets	41-3	March 2004
41.6 Deviations	41-3	March 2004
41.7 Appendices	41-4	March 2004
41.71 Safety Checklist — A Guideline for 2-R and 3-R Projects	41-5 and 6	July 1999
41.72 Sample Deviation Analysis Format	41-7	June 2000
Chapter 42 Design Standards		
42.01 General	42-1	April 2005
42.02 Committee Membership	42-2	October 2005
42.03 Local Agency Design Matrices	42-3	October 2005
42.04 Local Agency Design Matrix Definitions	42-4	October 2005
42.05 Design Level D Standards for Two Way Roads and Streets	42-10	April 2006
42.06 Roadway Geometrics	42-11	April 2005
42.07 3R Projects	42-12	October 2005
42.08 2R Projects	42-12	October 2005
42.09 References	42-13	April 2005
42.10 Appendices	42-14	April 2005
42.101 Optional Checklists for 3R, 2R, Reconstruction and New Construction Projects	42-17	October 2005
42.102 Addressing ADA Accessible Facilities on Road, Street and Highway Projects	42-25	April 2005

	Page	Revision Date
Chapter 43	Location and Design Approval	
43.1	General Discussion	43-1 March 2003
43.2	Requirements for Design Approval	43-1 March 2003
43.3	Bridge Design Approval	43-1 and 43-2 March 2003
43.4	Value Engineering	43-3 to 4 July 1999
43.5	Additional Data Required for Special Projects	43-4 July 1999
43.6	Design Approval Notices	43-4 July 1999
43.7	Appendices	43-4 July 1999
	43.71 Sample Request to Publish Notice of Design Approval	43-5 July 1999
	43.72 Sample FHWA Project Notice of Approval of Location and Design	43-6 July 1999
	43.73 Sample Format — VE Assessment Report	43-7 July 1999
Chapter 44	Plans, Specifications, and Estimates	
44.1	General Discussion	44-1 April 2005
44.2	PS&E Requirements	44-1 April 2006
44.3	Documents Requiring Professional Stamps	44-3 April 2005
44.4	Contract Plans	44-3 April 2005
44.5	Specifications	44-3 April 2005
44.6	Estimates	44-5 April 2005
44.7	Appendices	44-5 April 2005
	44.72 Sample Proposal	44-6 to 9 April 2005
	44.73 Sample Contract	44-10 and 11 April 2005
	44.74 Sample City Letter of Financial Responsibility	44-12 April 2005
	44.75 Sample County Letter of Financial Responsibility	44-13 April 2005
	44.76 Sample Estimate and Grouping (Metric/English)	44-14 to 21 April 2005
	44.77 Permits	44-22 to 24 April 2005
	44.78 Local Agency Plans Preparation Checklist	44-25 to 28 April 2005
	44.79 Subcontractor List	44-29 April 2005
	44.80 Disadvantaged Business Enterprise Utilization Certification	44-30 April 2005
Chapter 45	State Advertising and Award Procedures	
45.1	General Discussion	45-1 Feb. 2002
45.2	Submittals	45-1 Feb. 2002
45.3	Procedures	45-1 and 2 Feb. 2002
Chapter 46	Local Advertising and Award Procedures	
46.1	General Discussion	46-1 March 2004
46.2	Procedures	46-1 and 2 March 2004
46.3	Submittal of Award Data	46-3 March 2004
46.4	Appendices	46-3 March 2004
	46.41 Sample Request for Concurrence to Award	46-5 July 1999
	46.41a Sample Advertisement	46-6 March 2003
	46.42 Sample Condition of Award Letter (DBE Contract Goals)	46-7 Sept. 2003
	46.43 Sample Condition of Award Letter (DBE Prime Contractor)	44-8 Sept. 2003
	46.44 Sample Contract Bond	44-9 July 1999
Construction and Post-Construction		
Chapter 51	WSDOT Administered Projects	
51.1	General Discussion	51-1 July 1999
51.2	Preconstruction Conference	51-1 July 1999
51.3	Changes and Extra Work	51-1 July 1999
Chapter 52	Local Administered Projects	
52.1	General Discussion	52-1 October 2005
52.2	Preconstruction Conference	52-1 October 2005

	Page	Revision Date
52.3 Quality Control	52-2	April 2005
52.4 Progress Payments	52-2	April 2005
52.5 Changes and Extra Work	52-2	April 2005
52.6 Termination of Contract	52-3	April 2005
52.7 Compliance With Federal Contract Provisions	52-3	April 2005
52.8 Physical Completion of Construction	52-3	April 2005
52.9 The NHS System	52-4	April 2005
52.10 Appendices	52-6	April 2005
52.101 Sample Preconstruction Conference Agenda	52-7	April 2005
52.102 Sample Preconstruction Conference Minutes	52-9	April 2005
52.103 Sample Letter Requesting WSDOT Project Inspection and Acceptance	52-10	April 2005
52.104 Sample Materials Certification	52-11	October 2005
52.105 Timeline for Construction Contracts	52-12	April 2005
52.106 Weekly Statement of Working Days Sample Sheet	52-13	April 2005
52.107 Change Order	52-14	April 2006
52.108 Exceptions to the WSDOT Construction Manual	52-15 to 53-17	October 2005
52.109 List of Local Agency NHS Mileage	52-18	April 2005
52.110 Local Agency NHS Route Termini	52-19	April 2005

Chapter 53

Project Closure

53.1 General Discussion	53-1	October 2005
53.2 Closure	53-1	October 2005
53.3 Project Management Review	53-1	October 2005
53.4 Financial and Compliance Audit	53-2	October 2005
53.5 Appendices	53-3	October 2005
53.51 Local Agency Documentation Review Checklist	53-4 to 14	April 2006
53.52 Final Inspection of Federal Aid Project	53-15	October 2005
53.53 Quarterly Report of Amounts Credited as DBE Participation	53-16	October 2005

Miscellaneous

Chapter 61

Local Agency Force Projects

61.1 General Discussion	61-1	July 1999
61.2 PS&E Requirements	61-1	July 1999
61.3 PS&E Approval	61-1	July 1999
61.4 Fund Authorization	61-1	July 1999
61.5 Contract Number	61-1	July 1999
61.6 Construction Administration	61-1	July 1999
61.7 Project By One Agency for Another Agency	61-2	July 1999
61.8 Appendices	61-2	July 1999
61.81 Sample Local Agency Force Preconstruction Conference	61-3	July 1999

Chapter 63

Vacant

April 2005

	Page	Revision Date
Chapter 62 Enhancement Projects and Heritage Corridors Program		
62.1 General Discussion	62-1	Dec. 2000
62.2 Standards	62-2	Dec. 2000
62.3 Special Requirements	62-2	Dec. 2000
62.4 Eligible Projects	62-2	Dec. 2000
62.5 Minimum Contents of Bid Package	62-3	Dec. 2000
62.6 Project Closure Package	62-3	Dec. 2000
62.7 Appendices	62-3	Dec. 2000
62.71 Enhancement and Scenic Standards	62-3	Dec. 2000
62.8 References	62-3	Dec. 2000
Chapter 64 Vacant		October 2005
Chapter 65 Management Systems		
65.1 General Discussion	65-1	July 1999
65.2 Review of Maintenance	65-1	July 1999
65.3 Management Systems	65-1	July 1999
	65-2	June 2000
	65-3 and 4	July 1999
List of Forms	1	July 2001
Acronyms and Glossary of Terms		
Acronyms	1 to 4	April 2006
Glossary of Terms	5	Feb. 2002
Index	1	June 2000

- 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.

Guidelines Overview

Chapter 12 FHWA Funding Programs

.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 —
 1. Bridge projects totaling \$10 million or less for all phases will be federally funded at 100 percent. *
 2. Bridges projects totaling more than \$10 million for all phases will be federally funded at 80 percent. *
 3. A maximum participation amount may be established for: high cost bridges, bridge projects that have had large increases, or bridges that have had multiple funding increases.
* Bridge approach costs are limited to 15 percent of the original approved amount.
- 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.

Guidelines Overview

Chapter 12 FHWA Funding Programs

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 United 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 through 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



Quarterly Report of Amounts Credited as DBE Participation

Check appropriate reporting period and enter reporting year.		State Contract Number
<input type="checkbox"/> 1st Quarter - January (Oct. - Dec.)	<input type="checkbox"/> 4th Quarter - October (July - Sept.)	Federal Employer I.D. Number
<input type="checkbox"/> 2nd Quarter - April (Jan. - Mar.)	<input type="checkbox"/> Final	
<input type="checkbox"/> 3rd Quarter - July (April - June)	Reporting Year _____	

Contractor _____

DBE Participant Name and Federal Employer I.D. Number	Contract Type	Date of Payment	*Dollar Credit Amount

Contract Type: S = Subcontractor A = Agent
M = Manufacturer R = Regular Dealer
J = Joint Venture V = Service Provider

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid on the dates shown. *Further, I certify that the amounts shown under "Dollar Credit Amount" are in accordance with the "DBE Eligibility" portion of the DBE Special Provision.

Signature _____ Title _____

This form is due on the 20th of the month following the end of the respective Quarter (January, April, July, October).

Disadvantaged Business Enterprises Utilization Certification



**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

**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

Print Name

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, 78 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.

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, the agency must first follow the process as outlined in Chapter 13.6. If the Region Local Programs Engineer is acting as CA for the agency, the agency must follow the approved plan for the administration of the project.

.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

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.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 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.

Dates of publication: June 21, 1999, and June 28, 1999.

Appendix 31-99 Local Agency Standard Consultant Agreement

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone	
<input type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number	Project Title And Work Description	
Federal Aid Number		
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method _____ <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No _____ %	Federal ID Number or Social Security Number
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date
	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

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 he/she is in compliance 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.

By _____ By _____

Consultant _____ Agency _____

**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 be 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 to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to 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, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

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: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Disadvantaged Business Enterprise Utilization Certification



Disadvantaged Business Enterprise Utilization Certification
 (Optional - Use only when DBE Consultant is Utilized)

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 (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.

**Exhibit C
Electronic Exchange of Engineering and Other Data**

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. 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)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT 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)**

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 payments 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'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.
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)**

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)

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'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 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):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
_____	_____	X	_____		\$	_____
_____	_____	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: _____

DOT Form 140-089 EF Exhibit E-1
Revised 6/05

**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)		

DOT Form 140-089 EF Exhibit F
Revised 6/05

**Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)**

Project: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____		\$ _____
_____	_____	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: _____

DOT Form 140-089 EF Exhibit G-1
Revised 4/06

**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)		

DOT Form 140-089 EF Exhibit G-2
Revised 6/05

**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.

**Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant**

**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

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 manager 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

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 meet 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 is 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 Public 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 _____ and duly authorized
representative of the firm of _____ whose address is
_____ and that neither I nor the above
firm I here represent has:

- (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.

Date

Signature

**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.

_____ Date

_____ Signature

**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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust statutes 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 (I)(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, or 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): _____

(Date)

(Signature) President or Authorized Official of Consultant

**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, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit 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 and not more than \$100,000 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 subrecipients shall certify and disclose accordingly.

Consultant (Firm): _____

(Date)

(Signature) President or Authorized Official of Consultant

**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 15.401 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 _____
Name _____
Title _____
Date of Execution*** _____

- * Identify the proposal, quotation, request for price 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.

<p>Supplemental Signature Page for Standard Consultant Agreement</p>	<p>Consultant/Address/Telephone</p>
<p>Agreement Number</p>	<p>Project Title And Work Description</p>
<p>Federal Aid Number</p>	
<p>Local Agency</p>	

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".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant _____

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____



Supplemental Agreement Number _____	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

 Date

DOT Form 140-063 EF
 Revised 8/2005

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 WORKAUTH 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



Performance Evaluation Consultant Services

Consultant Name		Evaluation Type <input type="checkbox"/> Interim <input type="checkbox"/> Subconsultant <input type="checkbox"/> Final	
Consultant Address		Project Title	
		Agreement Number	
Type of Work <input type="checkbox"/> Study <input type="checkbox"/> Design <input type="checkbox"/> R/W <input type="checkbox"/> PS&E <input type="checkbox"/> Other (Specify Below):		Type of Agreement <input type="checkbox"/> Lump Sum <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other	
Complexity of Work <input type="checkbox"/> Difficult <input type="checkbox"/> Routine	Date Agreement Approved		
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			

Performance Rating Scale (From Average Score Below)			
10	9	8	7
Superior	Above Reqmnts	Meets Reqmnts	Poor
6	5	4	3
		Below Reqmnts	
2	1		
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.			
Total Score			
Average Score (Total Score / Number of criteria rated)			

Rated By (Project Manager Name and Title)	Project Manager Signature	Date
Rated By (Area Consultant Liaison Name and Title)	Area Consultant Liaison Signature	Date
Executive Review (Name and Title)	Executive Signature	Date

DOT Form 272-019 EF
Revised 3/2002

Distribution: Original: Consultant
Copies: Project Manager - Area Consultant Liaison - Consultant Services Office

Performance Evaluation Instructions

How

- Form should be reviewed and discussed with the Consultant prior to contract negotiations. Establish your expectations.
- Supplementary forms are available from the Consultant Services Office which expand the considerations for each criteria (e.g. "Schedule: A. Achieved schedule; B. Prompt response to review comments; C. Adapted to changes by WSDOT; D. Notified WSDOT early, regarding schedule impactors").
- If evaluation criterion number 7, "Other" is relevant (e.g. public involvement or volume of work) that criterion must be specified and mutually agreeable in advance.
- Score accurately. A "7" is respectable; "9" 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 "Past Performance" ratings, which are used to help determine selection of future consultants. Meaningful evaluations help us hire the best.



Consultant Services Evaluation Supplement

Consultant Name	Evaluation Type <input type="checkbox"/> Interim <input type="checkbox"/> Subconsultant <input type="checkbox"/> Final
Consultant Address	Project Title
	Agreement Number
Performance Rating Scale (From Average Scores)	
10 Superior	9 Above Reqmnts
8 Above Reqmnts	7 Above Reqmnts
6 Meets Reqmnts	5 Meets Reqmnts
4 Below Reqmnts	3 Below Reqmnts
2 Below Reqmnts	1 Poor

Negotiation and Cost / Budget Criteria

1. Negotiations	
Sub-Criteria	Score
A. Adhered to WSDOT guidelines on 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)	
Comments	

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)	
Comments	

Schedule and Technical Quality Criteria

Consultant Name	Agreement Number
-----------------	------------------

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 "impactors."	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

4. Technical Quality	
Sub-Criteria	Score
A. Work products meet standards; where "practical."	
B. Performed appropriate quality control.	
C. Responds to review comments in subsequent submission.	
D. Sought opportunities to incorporate innovative designs.	
E. Delivered "compatible" electronic files.	
F. Implemented procedures to control construction costs.	
G.	
H.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

Communication and Management Criteria

Consultant Name	Agreement Number
-----------------	------------------

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)	
Comments:	

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 "team player."	
G. Responsive	
H. Managed subconsultants effectively.	
I.	
J.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

5. Bridge Type: The bridge type selected will be the most economical type for the span length needed, based on sound engineering judgment and/or economics.
6. Bridge Foundation Type: The type and depth of the foundation elements will depend on the results of the geotechnical and scour analyses.

34.53 Bridge Rehabilitation Criteria

To qualify as a rehabilitation project, the total rehabilitation costs shall not exceed 70% of the replacement costs. Rehabilitation projects will be subject to the following requirements:

1. Structural deficiencies will be removed
2. Structure will be brought up to current standards.
3. Completed bridge must load rate at or above an H-15 inventory rating.

34.54 Preventive Maintenance Criteria

These funds are intended for systematic preventive maintenance projects with a minimum estimated cost of \$30,000. Project eligibility and priority ranking is based on the Washington State Bridge Management System (BMS) element data. See Chapter 4 of the WSBIM for BMS information. These items have been approved as state wide systematic cost effective maintenance programs.

- Systematic preventive maintenance
 - Bridge Member Strengthening
 - Movable Bridge Electrical/Mechanical
 - Deck/Joint Repair
 - Steel Bridge Painting
 - Seismic Retrofit

34.55 Eligible Bridge Costs

The following are eligible bridge costs:

1. Bridge Construction – all items typically detailed by bridge designers (concrete, re-bar, piling, barriers, expansion dams, etc.)
2. Bridge aesthetics - limited to the treatment required in the approved NEPA documents. Typically, paints or pigmented sealers and fractured fin finishes on concrete structures will not be approved.
3. Demolition of existing structures
4. Detour – all work items required to accommodate the construction of the new bridge
5. Traffic control for the work zone - prorated by costs of bridge vs. approach work
6. Structural Excavation and Backfill for Bridge – includes abutments, wing walls, footings, cofferdams, etc.
7. Riprap Protecting Bridge Structure within the right-of-way – riprap placed within the right-of-way to protect the structure can be considered a bridge item.
8. Approach Slab – the approach slab is a reinforced concrete element that protects the bridge and abutments from impacts and can be considered a bridge item.
9. Approach Guardrail Transition Section. Approach guardrail systems are installed in accordance with Standard Plans and are considered a bridge item provided site conditions do not require unusually long transitions.
10. Retaining Walls (up to 20 feet maximum distance from the abutment) – retaining walls are structural elements that serve the same functions as the standard bridge wing walls and are designed by bridge designers. Retaining walls beyond these limits would not be considered bridge items.

11. Bridge Drainage – including components necessary to carry water from the structure.
12. Environmental Mitigation - prorated for the bridge, demolition of existing structure, and/or detours.
13. Mobilization – prorated by costs of bridge and approach work.

Approach costs will be limited to 15% of the above items.

34.56 On-Site Field Review of Candidates.

The on-site field review verifies the condition of the bridge, review site information and finalizes scope of work.

- a. Field Review Team. The Field Review Team consists of the WSDOT H&LP Bridge Engineer (Review Team leader), a local agency bridge owner representative, the Region Local Programs Engineer, and FHWA Division Bridge Engineer whenever possible. On non-CA agency bridges, the Field Review Team will also have a representative from the agency providing CA services for the non-CA agency. The H&LP Bridge Engineer may add other representatives as deemed appropriate for specialized conditions.
- b. Review Procedures.
 1. The Field Review Team conducts an on-site review of proposed bridge projects. The Field Review Team may use results of a previous review for a bridge submitted but not funded, provided the review was conducted within the past three years.
 2. The Bridge Inspection Report is reviewed at the site. The Field Review Team looks for inconsistencies between condition codes, load ratings, postings, and other factors. The WSDOT H&LP Bridge Engineer calculates an independent sufficiency rating based on codes agreed to by the review team. The final sufficiency rating may change again based on information requested by the team but not available during the field review.
 3. The items submitted with the application are reviewed at the site. The Field Review Team reviews the site in detail and decides on which of three funding program best fits the condition of the bridge.
 - a. Replacement projects, the bridge is rated as a good, fair, or poor project for replacement.
 - b. Rehabilitation projects.
 - c. Systematic Preventive maintenance.
 4. A consensus is reached on the appropriate funding program and scope of work for the project.
 5. The project cost estimate submitted by the agency is discussed in detail and revised as appropriate.

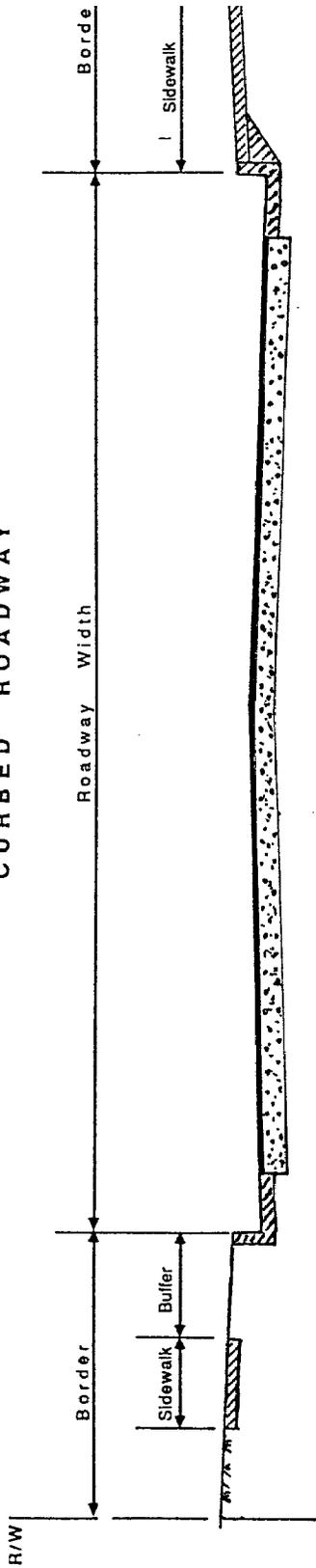
34.57 Bridge Selection

The Bridge Replacement Advisory Committee (BRAC) convenes after the on-site field reviews are completed. Bridge projects are presented to the Committee ranked by their sufficiency rating or other criteria by specific funding program. Results of the field review, Review Team recommendations, and other pertinent information are presented to the committee. The Committee reviews all of the projects and then recommends projects for funding.

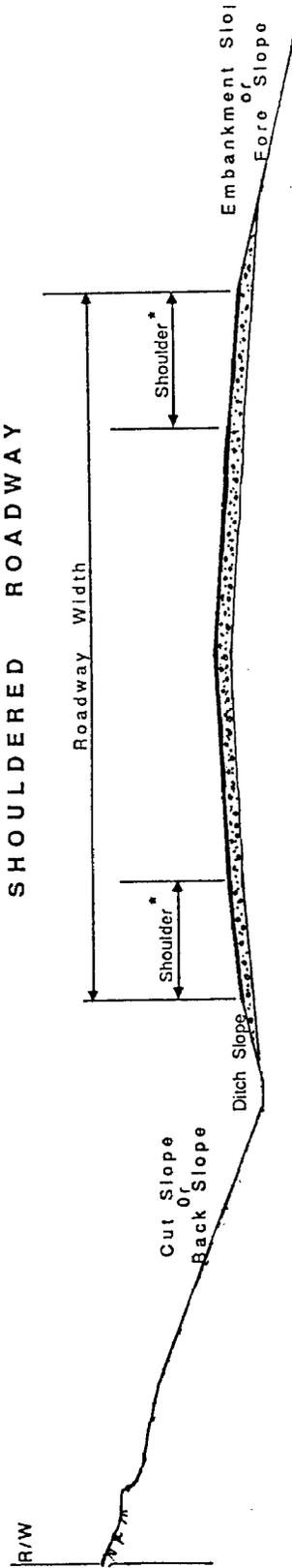
The BRAC consists of seven voting members and two alternates, four county engineers/public works directors, and four city engineers/public works directors and H&LP Engineering Services Manager serves as Chair. Alternates initially serve one year as a non-voting member then for three more years as a voting member. Alternates for either city or county may participate in the event a voting member from their respective association is absent.

The Director of H&LP reviews the list of projects recommended by the BRAC, accepts or modifies their recommendations, and approves a final list of bridges to receive funding. Counties and cities will receive a funding notification letter informing them that their bridge project has been approved for funding. The letter will identify the anticipated federal funding level and asks the agency to submit their request for funds through their Region Local Programs Engineer. This letter will also identify the percentage for bridge approach cost participation and any other requirements specific to the project.

**ROADWAY ELEMENTS
CURBED ROADWAY**



SHOULDERED ROADWAY



* Does not include widening for guard rail or other special purposes.

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)	<ul style="list-style-type: none"> • 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 42.102 • Crosslopes — 1:50 (2%) maximum. • Running Slope — When adjacent to road, must be consistent with the slope established by the roadway. If separate from the roadway must conform to ADA guidance. See Appendix 42.102. • 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.

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* publication.

- e. Traffic Control Plans. Traffic Control Plans (TCP) must be included in the contract documents. TCP's shall be consistent with Part 6 of the MUTCD, low volume roads, Part 5 and WSDOT Standard Plans, Series K. The Series K WSDOT Standard Plans must be referenced in the contract specifications if they are utilized as the project TCP's. Detour Plans and agreements shall be included in the contract documents to demonstrate constructability.

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 contracts 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:

"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					NOTE: ROUND ALL TIME TO THE NEAREST 1/2 DAY.
DAYS PREVIOUSLY REPORTED					
TOTAL DAYS TO DATE					

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.



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 Contractor Date	Surety Consent Attorney on Fact Date
---	--

Original Contract Amount _____

Current Contract Amount _____

Estimated Net Change This Order _____

Estimated Contract Total After Change _____

<input type="checkbox"/> Approval Recommended Project Engineer Date	<input type="checkbox"/> Approved 	Approved Approving Authority per C.A. Agreement Date
<input type="checkbox"/> Approval Recommended By Date	<input type="checkbox"/> Approved 	Other Approval When Required Signature _____ Date _____ Representing _____

DOT Form 140-005 EF
Revised 4/06

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 Administrative 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 _____

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 _____

31 Consultant Agreements

- Agreement renewed prior to expiration date? Yes _____ No _____
- Fee Type? : _____
- Advertisements on file? Yes _____ No _____
- Selection Process on file? 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					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

AASHTO — American Association of State Highway and Transportation Officials

ACHP — Advisory Council on Historic Preservation

ACP — Asphalt Concrete Pavement

ADA — Americans with Disabilities Act

ADT — Average Daily Traffic

AG — Agricultural

AGC — Associated General Contractors

AMRL — AASHTO Materials Reference Laboratory

ANSI — American National Standards Institute

APE — Area of Potential Effects

APWA — American Public Works Association

ATB — Asphalt Treated Base

BA — Biological Assessment

BE — Biological Evaluation

BIC — Bridge Inspection Committee

BFRC — Benton-Franklin Regional Council

BMP — Best Management Practices

BMS — Bridge Management System

BO — Biological Opinion

BRAC — Bridge Replacement Advisory Committee

BRR — Bridge Replacement and Rehabilitation, a federal aid funding program administered by FHWA and WSDOT

CA — Certification Acceptance

CAAA — Clean Air Act Amendments of 1990

CAO — Critical Area Ordinance

CAPP — County Arterial Preservation Program

CCIS — Construction Contracts Information System

CCRL — Cement and Concrete Reference Laboratory

CE — Construction Engineering

CE (NEPA) — Categorical Exclusions

CE (SEPA) — Categorical Exemptions

CEQ — Federal Council on Environmental Quality

CFDA — Catalog of Federal Domestic Assistance

CFR — Code of Federal Regulations

CM/AQ — Congestion Mitigation and Air Quality Program

CMS — Congestion Management System

COA — Condition of Award

COE — U.S. Army Corps of Engineers

COG — Council of Governments

CRAB — County Road Administration Board

CRS — Cultural Resource Survey

C3R — Close, Repair, Rehabilitate, or Replace

CTR — Commute Trip Reduction Legislation

CUF — Commercially Useful Function (DBE)

CZMP — Coastal Zone Management Program

CZMA — Coastal Zone Management Act

DAF — Damage Assessment Forms

DB — Disadvantaged Business

DBE — Disadvantaged Business Enterprise

DCE — Documented Categorical Exclusion

DCD/DEM — Department of Community Development/
Division of Emergency Management

DEIS — Draft Environmental Impact Statement

DFO — Disaster Field Offices

DHV — Design Hourly Volume

DIR — Damage Inspection Report

DNR — Department of Natural Resources

DNS — Declaration of Non-Significance (SEPA Document)

DOC — Federal Department of Commerce

DOE — Washington State Department of Ecology

DOI — Federal Department of the Interior

DOT — Federal Department of Transportation (same
as USDOT)

DPS — Distinct Population Segment

DRM — Disaster Recovery Manager

DSR — Damage Survey Reports

DS&S — Decent, Safe, and Sanitary (housing)

DT — Diagnostic Team

DV — Determination of Value

Acronyms

EA — Environmental Assessment; Economic Area	HBRRP — Highway Bridge Replacement and Rehabilitation Program
EAC — Enhancement Advisory Committee	HCP — Heritage Corridor Programs
ECR — External Civil Rights	HHS, HES — High Hazard and Hazard Elimination
ECS — Environmental Classification Summary	HOV — High-occupancy Vehicle
EEO — Equal Employment Opportunity	HPA — Hydraulic Project Approval
<u>EFH</u> — <u>Essential Fish Habitat</u>	HPR — Highway Planning and Research Projects
EIS — Environmental Impact Statement	<u>HQ</u> — <u>Headquarters</u>
EMD — Emergency Management Division	<u>HRM</u> — <u>Highway Runoff Manual</u>
EO — Executive Order	HUD — Federal Department of Housing and Urban Development
EPA — Federal Environmental Protection Agency	H&LP — Highways and Local Programs
<u>EPM</u> — <u>Environmental Procedures Manual</u>	IC — Interstate Completion
EQA — Environmental Quality Administrator	IDT — Interdisciplinary Team
ER — Emergency Relief	IM — Instructional Memorandum (FHWA document)
ERFO — Emergency Relief for Federally-Owned Lands	IM — Interstate Maintenance
ESA — Endangered Species Act	IMS — Intermodal Management System
ESU — Evolutionarily Significant Unit	ISTEA — Intermodal Surface Transportation Efficiency Act of 1991
FA — Federal Aid	ITE — Institute of Transportation Engineers
FAA — Federal Aviation Administration	KP — Kilometer Post
FAPG — Federal Aid Policy Guide	LA — Local Agency
FBD — Ferry Boat Discretionary	LAG — Local Agency Guidelines
FCR — Final Cost Report	LF — Load Factor
FEIS — Final Environmental Impact Statement	LPA — Local Public Agency
FEMA — Federal Emergency Management Agency	<u>LPE</u> — <u>Local Programs Engineer</u>
FERC — Federal Energy Regulatory Commission	LRFD — Load and Resistance Factor Design
FFRF — Federal Forest Reserve Fund	LRP — Long-Range Plan
FHWA — Federal Highway Administration	<u>LTAA</u> — <u>Likely To Adversely Affect</u>
FLH — Federal Lands Highway	LTAP — Local Technical Assistance Program
FMIS — Federal Management Information System	L&I — Washington State Department of Labor and Industries
FMSIB — Freight Mobility Strategic Investment Board	MOA — Memorandum of Agreement
FMV — Fair Market Value	MP — Milepost
FONSI — Finding of No Significant Impact	MPO — Metropolitan Planning Organization
FTA — Federal Transit Administration	
FWCA — Fish and Wildlife Coordination Act	
FWPCA — Federal Water Pollution Control Act	
F&WS — Federal Fish and Wildlife Service (also USFWS)	
GAR — Governor's Authorized Representative	
GMA — Growth Management Act	
GSP — General Special Provisions	

- MSA and CMSA** — Metropolitan Statistical Area
- MSD** — Material Sources Data
- MUTCD** — Manual on Uniform Traffic Control Devices
- NAAQS** — National Ambient Air Quality Standards
- NACHP** — National Advisory Council for Historic Preservation
- NBI** — National Bridge Inventory
- NBIS** — National Bridge Inspection Standards
- NCHRP** — National Cooperative Highway Research Program
- NEPA** — National Environmental Policy Act; see also SEPA
- NHPA** — National Historic Preservation Act
- NHS** — National Highway System
- NICET** — National Certification in Engineering Technologies
- NLTAA** — Not Likely To Adversely Affect
- NMFS** — National Marine Fisheries Service
- NOAA** — National Oceanic & Atmospheric Admin.
- NPDES** — National Pollutant Discharge Elimination System
- NPS** — National Park Service of the Federal Department of the Interior
- NR** — New/reconstruction
- NWPMA** — Northwest Pavement Management Association
- NWP** — Nation Wide Permit (Corps of Engineers)
- OA** — Obligation Authority
- OAHP** — Office of Archaeological and Historic Preservation
- OEO** — WSDOT’s Office of Equal Opportunity
- OFCCP** — Office of Federal Contract Compliance Programs (Department of Labor)
- OFM** — Washington State Office of Fiscal Management
- OJT** — On-the-Job Training
- OMB** — Federal Office of Management and Budget
- OMWBE** — Washington State Office of Minority and Women’s Business Enterprise
- OST** — Office of the Secretary of Transportation
- PCAA** — Washington State Planning and Community Affairs Agency
- PCC** — Portland Concrete Cement
- PDA** — Preliminary Damage Assessment
- PDEIS** — Preliminary Draft Environmental Impact Statement
- PE** — Preliminary engineering; also Professional Engineer
- PFE** — Project Funding Estimate
- PL** — Public Law
- PM** — Project Manage
- PM-10** — Particulate Matter - 10 Microes
- PMR** — Project Management Review
- PMS** — Pavement Management System
- P&PSC** — Planning and Programming Service Center
- PPM** — Policy and Procedure Memorandum
- PR** — Preliminary Report
- PSRC** — Puget Sound Regional Council
- PS&E** — Plans, Specifications, and Estimates
- PTMS** — Public Transportation Management System
- RCW** — Revised Code of Washington
- RFP** — Request for Proposal
- RFQQ** — Request for Quotation and Qualification
- RLPE** — Regional Local Programs Engineer
- ROD** — Record of Decision
- RRP, RRS** — Railway-Highway Grade Crossing
- RTPO** — Regional Transportation Planning Organization
- R&D** — Research and Development
- R/R** — Railroad, Railway
- R/W** — Right-of-Way
- SCS** — Soil Conservation Service (US Department of Agriculture)
- SDWA** — Safe Drinking Water Act
- SEIS** — Supplemental Environmental Impact Statement
- SEPA** — State of Washington Environmental Policy Act
- SHPO** — Washington State Historical Preservation Officer
- SIP** — State Implementation Plan
- SMS** — Safety Management System
- MSA** — Standard Metropolitan Statistical Area
- SOV** — Single Occupancy Vehicle
- SRTC** — Spokane Regional Transportation Council
- SSP** — Stormwater Site Plan

Acronyms

STIP — Statewide Transportation Improvement Program
STP — Surface Transportation Program
STRAHNET — Strategic Highway Network
SWIBS — State of Washington Inventory of Bridges and Structures
SWRTC — Southwest Washington Regional Transportation Council
SWW — Southwest Washington

TCP — Traffic Control Plan
TCM — Transportation Control Measures
TCP — Traffic Control Plan
TCP — Traditional Tribal Property
TDM — Transportation Demand Management
TEA-21 — Transportation Equity Act for the 21st Century
TESC — Temporary Erosion Sedimentation Control
THPO — Tribal Historic Preservation Officer
TIB — Transportation Improvement Board
TIP — Transportation Improvement Program
TMA — Transportation Management Areas
TMS — Traffic Monitoring System
TRB — Transportation Research Board
TRICO — Tricounty
TRPC — Thurston Regional Planning Council
TSM — Transportation System Management
TSME — Transportation Systems Management Element
TS&L — Type, Size, and Location Stage of Design
T2 — Technology Transfer

UBIT — Under Bridge Inspection Truck
USC — United States Code
USDA/USDOA — United States Department of Agriculture
USDOL — United States Department of Labor
USDOT — United States Department of Transportation (same as DOT)
USFS — United States Forest Service
USFWS — United States Fish and Wildlife Service (also F&WS)
UZA — Urbanized Area

VE — Value Engineering

WAC — Washington Administrative Code
WBE — Women's Business Enterprise
WCOG — Whatcom Council of Governments
WDFW — Washington State Department of Fish and Wildlife
WDW — Washington State Department of Wildlife
WOAP — Work Order Accounting Plan
WRIA — Water Resource Inventory Area
WS — Working Stress
WSBIS — Washington State Bridge Inspection System
WSDDES — Washington State Department of Emergency Services
WSDOT — Washington State Department of Transportation
WSEO — State of Washington Energy Office
WST2 — Washington State Technology Transfer
WUTC — Washington Utilities and Transportation Commission

YVCOG — Yakima Valley Council of Governments

2-R — Resurfacing and Restoration

3-R — Resurfacing, Restoration, and Rehabilitation