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**Remarks: All LAG Manual and CD Holders:**

To download the October 2007 LAG Manual changes in their entirety electronically, go to:  
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**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. All revisions are underlined and include a sidebar to indicate the changes to the text.

**Chapter 12**

Revised to clarify funding limits that apply to the Highway Bridge Program.

**Appendix 14.51**

Corrected the appendix number.

**Appendix 14.52**

Revised the Project Development Checklist.

**Appendix 21.41**

Removed a reference to the 2R/3R Safety Checklist and various other minor revisions.

**Appendix 21.43**

Clarified the Project Prospectus Approval process for non CA agencies.

**Chapter 24**

Minor revisions and corrections throughout the chapter.

**Appendix 24.123**

Revisions to the Local Agency Environmental Classification Summary form.

**Chapter 25**

Minor correction only.

**Appendix 26.42**

Updated the Disadvantaged Business Enterprises Utilization Certification form.

**Chapter 31**

Clarification of the Small Works Roster process.

**Appendix 31.99**

Added language to the agreement in Exhibits G-1, G-2, G-3, D-2, D-3 and D-4 for sub-consultant oversight markup.

**Chapter 34**

Clarification of Highway Bridge Program funding limits.

**Chapter 42**

Updated Design Standards Committee members and AASHTO references.

**Chapter 44 – Forms**

Replaced the page in the FHWA 1273 that required submittal of the FHWA 47 form.

**Appendix 46.41(a)**

Removed an error on the sample advertisement.

**Chapter 52**

Minor corrections

**Appendix 53.51**

Added items to the PMR Checklist as a result of recent FHWA/WSDOT audit findings and Environmental issues.

**Instructions:**

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# **Local Agency Guidelines**

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**.25 STIP Processes and Responsibilities.** WSDOT has primary responsibility for implementation of the Washington State STIP. This cannot be accomplished without recognizing the requirements of all transportation providers in developing their various TIPs.

The following schedule shows the processes and responsibilities required by state and federal law to develop the Washington State STIP. Many of the events on the schedule interact with others and require cooperation and communication between government agencies.

The schedule is crucial to managing transportation funding. Agencies must plan adequate time for discussion and analysis as well as time to mail and electronically transmit information.

### Local Agency STIP Timelines

| <b>Deadline</b> | <b>Description</b>  |
|-----------------|---|
| March 15        | Non-MPO lead agencies notify regional partners and interest groups of funding availability and request project submittals.  |
| May 1           | Highways and Local Programs notifies local agencies of deadline to adopt and submit their six-year programs.  |
| May 31          | Local agencies submit projects to non-MPO lead agencies to conduct project prioritization and selection process for the next three years.   |
| June 15         | MPOs notify regional partners and interest groups of funding availability and request project submittals.   |
| June 15         | Local agencies advertise for internal six-year program hearings.  |
| <b>June 30</b>  | <b>All cities, towns and transit must have their six-year programs adopted.</b>   |
| July 15         | Local agencies submit six-year programs to Region Local Programs, MPOs, and RTPOs. Region Local Programs reviews and submits regional TIP to RTPO and Headquarters Highways and Local Programs. |
| July 31         | Agencies submit project proposals to MPOs.  |
| August 15       | RTPOs and WSDOT provide a forum and advertisement for regionwide public workshops, for review of the non-MPO proposals.   |
| August 30       | MPO assemble regional TIP and prepare analysis for conformity finding.  |
| Sept. 15        | RTPOs and WSDOT regions provide public workshops for review of non-MPO project proposals for regions outside of the MPOs. MPOs provide public involvement.                                      |

|           |  |
|-----------|--|
| Oct. 1    | <b>WSDOT Headquarters Highways and Local Programs assembles the statewide STIP, including all MPO, local, and WSDOT programs.</b>                                |
| Dec. 1    | WSDOT Headquarters Highways and Local Programs submits Draft STIP to WSDOT Region Local Programs, WSDOT Region Program Management, and MPO/RTPO for information. |
| Dec. 1    | WSDOT Headquarters Highways and Local Programs submits the Final STIP to FHWA and FTA for approval.  |
| Dec. 31   | Counties <b>must</b> have annual budgets adopted.  |
| January 1 | Highways and Local Programs receives notice of FHWA & FTA approval of the STIP.  |
| January 1 | All agencies may continue obligating projects until the new STIP is approved.  |

### 12.3 Funding Sources

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

**Note: STP funds, under SAFETEA-LU, no longer allow up to 15 percent reserved for rural areas to be spent on rural minor collectors.**

Eligible projects include:

- New construction, reconstruction, seismic retrofit, operational improvements including the interstate system and bridges.
- Capital costs for transit projects eligible for FTA funding.
- Fringe and corridor parking, carpool, vanpool, bicycle, and pedestrian facilities.
- Highway and transit safety improvements.
- Highway and transit research and technology transfer.
- Capital and operating costs for traffic monitoring, management and control facilities, and programs.
- Surface transportation planning.
- Transportation enhancement activities.
- Certain Clean Air Act transportation control measures (TCMs).
- Development and establishment of management systems.
- Wetlands mitigation (i.e., surface drainage and banking).

must be set aside for the installation of protective devices at railway-highway crossings.

Types of projects include:

- separation or protection of grades at crossings
- reconstruction of existing railroad grade crossing structures
- relocation of highways to eliminate grade crossings
- relocation of a portion of railway if it meets additional criteria

Federal participation is 90 percent with 10 percent local match.

Projects will be consistent with the Strategic Highway Safety Plan and final project approval shall be determined by the legislature and Governor's office.

**.34 Safe Routes to School Program** Safe Routes to School is a new program created in SAFETEA-LU. The program funds projects within two miles of primary and middle schools (K-8) that enable and encourage children, including those with disabilities, to walk and bicycle to school; to make walking and bicycling to school safe and more appealing; and to facilitate the planning development and implementation of projects that will improve safety and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

The program allows not less than 10 percent and not more than 30 percent of the funds for noninfrastructure related activities to encourage walking and bicycling to school. These can include public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health and environment and training for volunteers and managers of safe routes to school programs.

Projects may include elements for engineering, education and enforcement. Projects can be located on any public road, any bicycle path, or pedestrian pathway or trail in the vicinity of schools. Eligible applicants include state, local and regional agencies, including non-profit organizations that demonstrate the ability to meet the requirements of the program.

WSDOT will notify the public of the program and the process for applying for funding. Applicants are required to evaluate the number of children walking and biking to school before and after implementation of the project.

Types of projects include:

- **Engineering fixes** –to create safer routes for children bicycling and walking to schools (e.g., like sidewalks, pathways, street safety and design improvements).

- **Education and encouragement curriculums and programs** – to encourage children to become physically active by walking and biking to school.
- **Enforcement programs** – to utilize local law enforcement agencies to improve traffic safety around schools with school zone, school route law and safety enforcement programs.

Projects are funded at 100% federal for all eligible items.

WSDOT provides a prioritized list of the projects to the legislature and Governor's office. Final project approval is determined by the legislature and Governor's office.

**.35 Highway Bridge Program (HBP)** The bridge program provides funding to improve the condition of bridges on public roads that are a minimum of 20 feet in length measured along centerline in the state through replacement, rehabilitation and systematic preventive maintenance.

Bridge funding is split between state and local agency owned bridges. This split is determined by the legislature and Governor's office. Refer to Chapter 34.51 for types of projects that are eligible.

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

#### Matching Requirements

1. Bridge projects totaling \$10 million or less for all phases will be federally funded at 100 percent\*
2. Bridge projects totaling more the \$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 eligible bridge costs (see Chapter 34.55).

#### Funding Limits

1. A maximum participation amount will be established for:
  - High cost bridge projects
  - Bridge projects that have previously received an increase in FHWA bridge funds.

WSDOT will issue a call for projects when funding is available. The application requirements will be outlined in the call for bridge projects. Refer to Chapter 34.55 for Eligible Bridge Costs and 34.56 and 34.57 for selection process.

**.36 Congestion Management and Air Quality (CMAQ)** The CMAQ program provides funding for transportation projects and programs that will contribute to attainment of National Ambient Air Quality Standards (NAAQS). CMAQ provides funding for projects and programs in air quality nonattainment and maintenance areas for ozone, carbon monoxide (CO) and particulate matter (PM-10, PM-2.5) which reduce transportation related emissions. For more information on Air Quality requirements, please see the WSDOT *Environmental Procedures Manual* at: <http://www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/EPM/425.pdf>

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 Transportation Control Measures (TCMs) from applicable SIPs.

An evaluation and assessment of CMAQ projects and programs to determine the direct and indirect impact of the projects on air quality and congestion is required.

Projects that are eligible for CMAQ 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
- establish or operate advanced truck stop electrification systems
- improve transportation management systems and operations that mitigate congestion and improve air quality
- involve the purchase of integrated, interoperable emergency communications equipment

- involve the purchase of diesel retrofits that are for motor vehicles or non-road vehicles and non-road engines used in construction projects located in ozone or particulate matter non-attainment or maintenance areas and funded under 23 USC
- conduct outreach activities that provide assistance to diesel equipment and vehicle owners and operators regarding the purchase and installation of diesel retrofits

After a project is selected for funding with CMAQ funds it 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.

Air quality benefits must be determined and documented to have projects qualify for CMAQ funds.

CMAQ funds cannot supplant existing funds. If CMAQ eligible work is included within a project that is funded by another federal fund source, the CMAQ 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 CMAQ project; that is, system planning and other non-project 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 CMAQ project, but are not eligible if they are the only work in the project.

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 CMAQ funds to FTA and an eligibility determination by FTA.

Transit conversion to alternate fuel requires transfer of CMAQ 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 mitigate noncompliance in the Clean Air Act.

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

The maximum federal share is 86.5 percent.

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

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Road or Street Number: \_\_\_\_\_ FA Program: \_\_\_\_\_

**Project Initiation  
(Chapters 12, 32, and 34)**

| <b>Date</b> | <b>Initials or N/A</b> |
|-------------|------------------------|
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |

Project in STIP  
Federal aid program form (Sheet 1 of Prospectus) to:  
\_\_\_\_\_ Metropolitan planning organization  
\_\_\_\_\_ Or WSDOT (Region Highways and Local Programs)  
Program of project approved by appropriate agency

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

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

## Environmental Impact Statement (Chapter 24)

| Date  | Initials or N/A |  |
|-------|-----------------|--|
| _____ | _____           | Submit draft Notice of Intent to Region Local Programs   |
| _____ | _____           | FHWA Publishes Notice of Intent  |
| _____ | _____           | Submit interdisciplinary team recommendations to project manager   |
| _____ | _____           | Develop public involvement plan  |
| _____ | _____           | Develop data inventory and evaluation from interdisciplinary team  |
| _____ | _____           | Submit preliminary discipline reports for review to Region Local Programs  |
| _____ | _____           | Submit completed discipline reports to Region Local Programs   |
| _____ | _____           | Submit preliminary Draft Environmental Impact Statement to Region Local Programs   |
| _____ | _____           | Receive WSDOT and FHWA comments on the preliminary draft of EIS  |
| _____ | _____           | Submit camera-ready Draft Environmental Impact Statement to Region Local Programs Engineer for WSDOT and FHWA signature                                    |
| _____ | _____           | Receive approval to publish Draft Environmental Impact Statement   |
| _____ | _____           | Distribute draft environmental impact statement to circulation list  |
| _____ | _____           | Publish notice of availability in Federal Register (minimum 45 days comment period)  |
| _____ | _____           | Advertise opportunity for public hearing _____ Respond to all comments received and forward comments/responses to Region Local Programs for review by H&LP |
| _____ | _____           | Prepare and submit preliminary Final Environmental Impact Statement to Region Local Programs Engineer  |
| _____ | _____           | Receive comments from WSDOT and FHWA   |
| _____ | _____           | Receive approval to print Final Environmental Impact Statement   |
| _____ | _____           | Submit final Environmental Impact Statement to Region Local Programs Engineer for WSDOT and FHWA signature   |
| _____ | _____           | Circulate final Environmental Impact Statement   |
| _____ | _____           | Submit draft record of decision package to FHWA  |
| _____ | _____           | Final ROD issued by FHWA   |

## Design Approval (Chapter 43)

| Date  | Initials or N/A |   |
|-------|-----------------|---|
| _____ | _____           | Submit project prospectus   |
| _____ | _____           | Submit design report  |
| _____ | _____           | Submit "Work Zone Safety and Mobility" report where applicable (see section 41.8)   |
| _____ | _____           | Submit pavement design criteria   |
| _____ | _____           | Meet public hearing requirements  |
| _____ | _____           | Meet environmental requirements   |
| _____ | _____           | Concurrence with BA effect determinations   |
| _____ | _____           | ECS approval by FHWA  |
| _____ | _____           | For projects over \$25 million <u>in the construction phase</u> and bridge projects over \$20 million <u>in the construction phase</u> conduct a Value Engineering Study. |

Date  
Initials or N/A

- \_\_\_\_\_ \_\_\_\_\_ For traffic signal projects, submit warrants for signalization to Region Highways and Local Programs Engineer
- \_\_\_\_\_ \_\_\_\_\_ Obtain location and design approval
- \_\_\_\_\_ \_\_\_\_\_ Publish design approval notice

### Right-of-Way Funding and Acquisition Funding (Chapter 14)

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

### Acquisition (Chapter 25)

- \_\_\_\_\_ \_\_\_\_\_ Acquisition procedures approved by the Director of Highways and Local Programs
- \_\_\_\_\_ \_\_\_\_\_ Acquisition procedures current
- \_\_\_\_\_ \_\_\_\_\_ Set up documentation file for each parcel
- \_\_\_\_\_ \_\_\_\_\_ Set up commitment file
- \_\_\_\_\_ \_\_\_\_\_ Appraisal:
  - \_\_\_\_\_ \_\_\_\_\_ Appraisal reviewer approved by WSDOT
  - \_\_\_\_\_ \_\_\_\_\_ Give landowner opportunity to accompany appraiser
  - \_\_\_\_\_ \_\_\_\_\_ Signed appraiser certification in file
- \_\_\_\_\_ \_\_\_\_\_ Appraisal Review:
  - \_\_\_\_\_ \_\_\_\_\_ Appraisal reviewer approved by WSDOT
  - \_\_\_\_\_ \_\_\_\_\_ Date of value determination precedes commencement of negotiations
  - \_\_\_\_\_ \_\_\_\_\_ Just compensation set by agency
  - \_\_\_\_\_ \_\_\_\_\_ Signed review appraiser certification in file
- \_\_\_\_\_ \_\_\_\_\_ Negotiations:
  - \_\_\_\_\_ \_\_\_\_\_ Prepare diary of all owner contacts
  - \_\_\_\_\_ \_\_\_\_\_ Give owner written statement of just compensation (Offer Letter)
  - \_\_\_\_\_ \_\_\_\_\_ Ensure that settlement contains construction clauses
  - \_\_\_\_\_ \_\_\_\_\_ Obtain evidence of clear title
  - \_\_\_\_\_ \_\_\_\_\_ Negotiator disclaimer statement in file

## Construction Administration Execution of Contract (Chapter 46)

| Date  |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## Preconstruction Conference (Chapter 51)

|       |       |   |
|-------|-------|---|
| _____ | _____ | Notice of preconstruction conference to:    |
| _____ | _____ | Contractor                                  |
| _____ | _____ | Region Highways and Local Programs Engineer |
| _____ | _____ | Affected utility companies                  |
| _____ | _____ | Police department                           |
| _____ | _____ | Fire department                             |
| _____ | _____ | Hospital                                    |
| _____ | _____ | Ambulance service                           |
| _____ | _____ | Post Office                                 |
| _____ | _____ | Others _____                                |
| _____ | _____ | _____                                       |
| _____ | _____ | _____                                       |
| _____ | _____ | Preconstruction conference agenda prepared  |
| _____ | _____ | Preconstruction conference held             |
| _____ | _____ | Minutes of meeting to:                      |
| _____ | _____ | Contractor                                  |
| _____ | _____ | Subcontractors                              |
| _____ | _____ | Region Highways and Local Programs Engineer |
| _____ | _____ | Other attending persons                     |
| _____ | _____ | Invited but not represented agencies        |
| _____ | _____ | Project file                                |
| _____ | _____ | “Training Program”:                         |
| _____ | _____ | Received from contractor                    |
| _____ | _____ | Approved by agency                          |
| _____ | _____ | “Apprentice/Trainee”:                       |
| _____ | _____ | Approval request from contractor            |
| _____ | _____ | Approved by agency                          |

## Construction Documentation (Chapter 52)

|       | Date  | Initials or N/A |  |
|-------|-------|-----------------|--|
| _____ | _____ | _____           | "Record of Material" received from WSDOT Materials Laboratory                              |
| _____ | _____ | _____           | Contractor provides copies of permits obtained from other agencies and/or property owners: |
| _____ | _____ | _____           | Washington State Dept. of Wildlife/Fisheries-Hydraulic Permit                              |
| _____ | _____ | _____           | Washington State Dept. of Ecology  |
| _____ | _____ | _____           | Irrigation Regionals   |
| _____ | _____ | _____           | Burlington Northern Railroad   |
| _____ | _____ | _____           | Union Pacific Railroad   |
| _____ | _____ | _____           | Air Pollution Control Authority  |
| _____ | _____ | _____           | _____  |
| _____ | _____ | _____           | _____  |
| _____ | _____ | _____           | Temporary water pollution control plan approved  |
| _____ | _____ | _____           | Agency requests updated ESA species listing every six months                               |
| _____ | _____ | _____           | Approved contractor's progress schedule  |
| _____ | _____ | _____           | Received railroad insurance from contractor  |
| _____ | _____ | _____           | Construction diary started   |
| _____ | _____ | _____           | Inspector's diary started  |
| _____ | _____ | _____           | "Certification of Materials Origin" received from contractor                               |
| _____ | _____ | _____           | Material source approval received  |
| _____ | _____ | _____           | Plans for falsework and forms:   |
| _____ | _____ | _____           | Received from contractor   |
| _____ | _____ | _____           | Approved by agency   |
| _____ | _____ | _____           | Required job site posters placed by contractor   |
| _____ | _____ | _____           | FHWA 1495 and 1495A — "Wage Rate Information"  |
| _____ | _____ | _____           | FHWA 1022 — "Fraud Notice Poster"  |
| _____ | _____ | _____           | OFCCP-1420 — "EEO is the Law"  |
| _____ | _____ | _____           | WISHA LI-416-81 — "Safety and Health Protection on the Job"                                |
| _____ | _____ | _____           | Industrial insurance poster — LI-242-91  |
| _____ | _____ | _____           | Your rights as a worker — F700-053-000   |
| _____ | _____ | _____           | Family care and maternity — F700-025-000   |
| _____ | _____ | _____           | Approved "Statement of Intent to Pay Prevailing Wage"                                      |
| _____ | _____ | _____           | Copy of wage rates from contract documents   |
| _____ | _____ | _____           | Daily construction signing records started (Checked twice daily and recorded)              |
| _____ | _____ | _____           | Weekly statement of working days started   |
| _____ | _____ | _____           | Material acceptance sampler appointed  |
| _____ | _____ | _____           | Material independent assurance sampler appointed   |
| _____ | _____ | _____           | Appointed office engineer for progress estimates and final records                         |
| _____ | _____ | _____           | Obtain a copy of the scale certifications  |
| _____ | _____ | _____           | Daily scale check  |
| _____ | _____ | _____           | Received FHWA Form 1391 for each July from contractor and subcontractors                   |
| _____ | _____ | _____           | FHWA Form 1392 prepared and sent to Region Highways and Local Programs                     |

| Date  | Initials or N/A |   |
|-------|-----------------|---|
| _____ | _____           | Received "Request to Sublet Work" and "Subcontractor or Agent Certification" from contractor  |
| _____ | _____           | Approved request to sublet (subject to 70 percent limit)  |
| _____ | _____           | Received "Intent to Pay Prevailing Wages" from contractor, subcontractors, and agents   |
| _____ | _____           | Received approved "Intent to Pay Prevailing Wages" from Labor and Industries (required before first payment)  |
| _____ | _____           | Checked first certified payroll from contractor and subcontractors to ensure payment of prevailing wages  |
| _____ | _____           | Conducted random check of each successive payroll   |
| _____ | _____           | Wage rate interviews conducted  |
| _____ | _____           | Checked employee interview wage rate against certified payroll and Labor and Industries approved prevailing rate  |
| _____ | _____           | Assigned Change Order Numbers _____<br>(Highways and Local Programs approval required when change order will alter the termini, character, or scope of work. Approval must be obtained before effective date of change order to be eligible for federal participation.) |
| _____ | _____           | Prepare change order that details basis and need for the change   |
| _____ | _____           | Extension of time approved _____ days   |
| _____ | _____           | Change order signed by contractor   |
| _____ | _____           | Change order signed by surety (if required)   |
| _____ | _____           | Verbal approval obtained from approving authority   |
| _____ | _____           | Signed by approving authority   |
| _____ | _____           | Original sent to contractor   |
| _____ | _____           | Copy of approved change order sent to Region Highways and Local Programs Engineer   |
| _____ | _____           | Supplement to Local Agency Agreement approved by the Director of Highways and Local Programs  |
| _____ | _____           | Obtained copy of monthly estimate   |
| _____ | _____           | Verified and documented that DBE is performing a commercially useful function prior to making a monthly payment   |
| _____ | _____           | Prepared estimate   |
| _____ | _____           | Checked estimate  |
| _____ | _____           | Estimate sent to contractor   |
| _____ | _____           | Estimate received from contractor   |
| _____ | _____           | Obtain all "Intent to Pay Prevailing Wages" forms (for first month only; no payment can be made to the contractor until the form is received)   |
| _____ | _____           | Overview of DBE Work (Chapter 26):  |
| _____ | _____           | Verify work being done per Condition of Award Letter  |
| _____ | _____           | Conduct on-site review(s) of each DBE to determine if the DBE is performing a commercially useful function (CUF)  |
| _____ | _____           | Review change orders that affected DBE work   |

**Date**  
**Initials or N/A**

- \_\_\_\_\_ DBE goal change approved by the Director of Highways and Local Programs
- \_\_\_\_\_ Overview of EEO (Chapter 27):
  - \_\_\_\_\_ Agency designates an EEO officer
  - \_\_\_\_\_ Conduct on-site compliance review
  - \_\_\_\_\_ Monitor DOT Form 820-010 each month for each trade
  - \_\_\_\_\_ Notify contractor of compliance or non-compliance with the contract provisions
  - \_\_\_\_\_ Ensure EEO signs are posted

**Project Completion  
(Chapter 52)**

**Date**  
**Initials or N/A**

- \_\_\_\_\_ Prefinal inspection by local agency and contractor completed
- \_\_\_\_\_ Final inspection by local construction agency and contractor completed
- \_\_\_\_\_ Report of Non-American Made Material (GSP 0605.GR1) received from contractor
- \_\_\_\_\_ Notice of completion sent to contractor
- \_\_\_\_\_ Extension of time request with justification received from contractor
- \_\_\_\_\_ Extension of time granted, \_\_\_\_\_ days
- \_\_\_\_\_ Extension of time refused, \_\_\_\_\_ days
- \_\_\_\_\_ \_\_\_\_\_ liquidated damages
- \_\_\_\_\_ Letter sent notifying contractor of assessed liquidated damages
- \_\_\_\_\_ Copy of completion notice requesting inspection and acceptance by Regional Local Programs
- \_\_\_\_\_ Contractor submitted claim
- \_\_\_\_\_ No claim submitted
- \_\_\_\_\_ Notice of completion to:
  - \_\_\_\_\_ Department of Labor and Industries
  - \_\_\_\_\_ Department of Revenue
  - \_\_\_\_\_ Received "Affidavit of Wages Paid" from contractor and subcontractors
  - \_\_\_\_\_ Received ESA species listing for the project every six months
  - \_\_\_\_\_ Received "Quarterly Report of Amounts Credited as DBE Participation" from contractor
  - \_\_\_\_\_ Release received from Department of Labor and Industries
  - \_\_\_\_\_ Release received from Department of Revenue
  - \_\_\_\_\_ Comparison of preliminary and final quantities sent to approving authority
  - \_\_\_\_\_ Material certification form sent to approving authority
  - \_\_\_\_\_ Completed "Report of Contractor's Performance" for prime contractor

Local Agency: \_\_\_\_\_ Project Identification: \_\_\_\_\_

Use this sheet as a cover sheet to the project prospectus package. Place an "X" in the right column to denote items included.

If not applicable, state N/A. Include in the cover letter a comment explaining the action taken on each item as appropriate.

Note later with an "L" if the information will be supplied at a future date.

**Application:**

- 1. Project Prospectus (Chapter 21.1) \_\_\_\_\_
- 2. Vicinity Map \_\_\_\_\_
- 3. Typical Roadway Section \_\_\_\_\_
- 4. Typical Bridge Section \_\_\_\_\_
- 5. Local Agency Agreement (Chapter 22) \_\_\_\_\_
- 6. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to \$) \_\_\_\_\_

**Supporting Data:**

- 7. Checklist — A Supplement to the Project Prospectus for 2-R and 3-R Projects (Appendix 42.101) \_\_\_\_\_
- 8. Photos: (Railroad Crossing, ER event sites, as required) \_\_\_\_\_
- 9. Deviation Request and Deviation Analysis Form to Justify Request (reference Appendix 41.72) \_\_\_\_\_
- 10. Environmental Considerations (Chapter 24) \_\_\_\_\_
  - a. Class II Categorically Excluded (CE) — Environmental Classification Summary (ECS) \_\_\_\_\_
  - b. Class III Environmental Assessment (EA) \_\_\_\_\_
  - c. Class I Environmental Impact Statement (EIS) \_\_\_\_\_
  - d. SEPA Checklist \_\_\_\_\_
  - e. NEPA/SEPA/Section 404 Interagency Working Agreement \_\_\_\_\_
  - f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence \_\_\_\_\_
- 11. Hearing Notices (Chapter 43) \_\_\_\_\_
  - a. Transcript of Hearing \_\_\_\_\_
- 12. Design Approval (Chapter 43) \_\_\_\_\_
- 13. Right-of-Way Requirements (Chapter 25) \_\_\_\_\_
  - a. Relocation Plan \_\_\_\_\_
  - b. Right-of-Way Plans \_\_\_\_\_
  - c. Right-of-Way Project Funding Estimate or True Cost Estimate \_\_\_\_\_
  - d. Request Right-of-Way Fund Authorization \_\_\_\_\_
- 14. Right-of-Way Certification (Chapter 25) \_\_\_\_\_
- 15. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32) \_\_\_\_\_
- 16. FAA Notification (FAA Form 7460-1) (Chapter 24) \_\_\_\_\_
- 17. Tied Bids (Chapter 44) \_\_\_\_\_

Remarks:

The application package shall include:

1. **Project Prospectus** (Attach completed prospectus submittal checklist)

To be included with original submittal and whenever there is a change in the scope of work or termini. For planning and TDM projects, use the Planning/TDM Prospectus.

2. **Vicinity Map**

A vicinity map of the project with the termini clearly marked must be submitted with the Project Prospectus. The map should be 8.5 inches (212.5 mm) by 11 inches (275 mm), and of a scale such that a reviewer can identify the project area in the field. Show the agency name, project title, project termini, north arrow, map scale, and nearest city or distance to the nearest city/town, or major road intersection.

3. **Typical Roadway Section**

Attach a sketch of the proposed roadway section showing all data pertaining to the section, including side slopes and limits of right-of-way. Also indicate stationing and note any variations of the section throughout the stationing. If the design does not conform to the design standards (see Section 41.6), a request for deviation from these standards with complete justification is required.

4. **Typical Bridge Section (If Necessary)**

Attach a sketch of the proposed bridge section showing all dimensions and type of construction and SWIBS #.

On bridge projects where approaches are to be included in the contract, include roadway section and length of the approaches. In cases where the structure consists of a main span and approach spans, the length of the approach spans should be indicated, if known.

5. **Local Agency Agreement**

This agreement is necessary on all projects involving federal funds and/or when state forces will be involved in the processing of projects. It must be submitted with the Project Prospectus. See Chapter 22 for instructions on completing the agreement.

6. **Deviation Request**

See Appendix 41.72.

7. **Hearing Notices**

Chapters 24 and 43 outlines procedures for public hearings.

8. **Location and Design Approval**

For most projects, the Project Prospectus along with the data satisfying items 1 to 14 of this transmittal pavement design criteria and geometric design will be considered sufficient for the location and design report. For complicated projects requiring a more detailed location and design report, refer to Chapter 43.

9. **Right-of-Way Requirements**

a. No right-of-way required. Mark appropriate box on prospectus. This serves as the agency's right-of-way certification. (This replaces the no right-of-way certification.)

b. Right-of-way required. Mark appropriate box on prospectus and refer to Chapter 25 for further instructions.

| <b>Date</b>                           | Form is filled out.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
|---------------------------------------|--|------|-----|------|--|-----|---------------------------------|------|------------------------------|------|---|-------|---|------|------------------------------------|------|--------------------------------|-------|--|------|-------------------------------|-------|--|------|---|
| <b>Local Agency Project Number</b>    | Limited to eight (8) alpha/numeric characters that your agency identifies.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Federal Employer Tax ID Number</b> | Required. Indicate the agency's tax identification number.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Agency</b>                         | Required. This is your agency's name.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Federal Program Title</b>          | Enter the program number or title from the following list:<br>20.205 Highway Planning and Construction<br>20.209 Public Land Highways<br>Most local agency projects are 20.205.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Project Title</b>                  | Write the project's title, as shown in TIP/STIP.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Project Latitude and Longitude</b> | Enter the project start and end latitude and longitude in the format below:<br>Latitude N XX-XX-XX.XX Longitude W XXX-XX-XX.XX   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Project Termini</b>                | Indicate the beginning and ending limits of the section to be improved. For railway/highway grade crossing projects, show the name of the railroad involved. For intersection projects write the name of the crossroad.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>From: To:</b>                      | Indicate MP to MP or KP to KP.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Length of Project</b>              | Project's length in miles or kilometers.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Award Type</b>                     | Mark the appropriate type.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Federal Agency</b>                 | Indicate where the federal funds are coming from FHWA, etc.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>City Number</b>                    | For a city project, write the city number from Appendix 21.45.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>County Number</b>                  | Write your county number from Appendix 21.44.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>County Name</b>                    | Write the county the project is in.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>WSDOT Region</b>                   | Locate your WSDOT region number from Appendix 21.44 or 21.45.  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Congressional District</b>         | Indicate the number of the congressional district or districts in which this project is located.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Legislative District</b>           | Indicate legislative district(s).  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Urban Area Number</b>              | For projects inside urban areas, locate the appropriate urban area number from Appendix 21.46.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>TMA/MPO/RTPO</b>                   | For projects inside urban areas (population greater than 50,000), give the code which represents the MPO for your area.<br><table><thead><tr><th>Code</th><th>MPO</th></tr></thead><tbody><tr><td>BFCG</td><td>Benton-Franklin Council of Governments</td></tr><tr><td>RTC</td><td>Regional Transportation Council</td></tr><tr><td>PSRC</td><td>Puget Sound Regional Council</td></tr><tr><td>SRTC</td><td>Spokane Regional Transportation Council</td></tr><tr><td>YVCOG</td><td>Yakima Valley Conference of Governments</td></tr><tr><td>TRPC</td><td>Thurston Regional Planning Council</td></tr><tr><td>WCOG</td><td>Whatcom Council of Governments</td></tr><tr><td>CWCOG</td><td>Cowlitz-Wahkiakum Council of Governments</td></tr><tr><td>SCOG</td><td>Skagit Council of Governments</td></tr><tr><td>SWRTC</td><td>Southwest Washington Regional Transportation Council</td></tr><tr><td>WVTC</td><td>Wenatchee Valley Transportation Council</td></tr></tbody></table> | Code | MPO | BFCG | Benton-Franklin Council of Governments | RTC | Regional Transportation Council | PSRC | Puget Sound Regional Council | SRTC | Spokane Regional Transportation Council | YVCOG | Yakima Valley Conference of Governments | TRPC | Thurston Regional Planning Council | WCOG | Whatcom Council of Governments | CWCOG | Cowlitz-Wahkiakum Council of Governments | SCOG | Skagit Council of Governments | SWRTC | Southwest Washington Regional Transportation Council | WVTC | Wenatchee Valley Transportation Council |
| Code                                  | MPO  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| BFCG                                  | Benton-Franklin Council of Governments   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| RTC                                   | Regional Transportation Council  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| PSRC                                  | Puget Sound Regional Council   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| SRTC                                  | Spokane Regional Transportation Council  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| YVCOG                                 | Yakima Valley Conference of Governments  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| TRPC                                  | Thurston Regional Planning Council   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| WCOG                                  | Whatcom Council of Governments   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| CWCOG                                 | Cowlitz-Wahkiakum Council of Governments   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| SCOG                                  | Skagit Council of Governments  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| SWRTC                                 | Southwest Washington Regional Transportation Council   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| WVTC                                  | Wenatchee Valley Transportation Council  |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Total Estimated Cost</b>           | Required for each phase of the project; estimate to the nearest hundred dollars.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Local Agency Funding</b>           | Required for each phase of the project; estimate to the nearest hundred dollars.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Federal Funds</b>                  | Required for each phase of the project; estimate to the nearest hundred dollars.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |
| <b>Phase Start Date</b>               | Enter the month and year which expenditure for the phase will begin.   |      |     |      |  |     |                                 |      |                              |      |   |       |   |      |                                    |      |                                |       |  |      |                               |       |  |      |   |

|   |  |
|---|--|
| <b>Description of Existing Facility</b> | In one or two paragraphs, give a detailed description of the existing facility including but not limited to: (1) type, pavement, lane and shoulder width, horizontal and vertical alignment; and (2) condition of existing surfacing and roadway within project limits, and on adjacent sections at each end of the project. Note any substandard existing alignment and grade or other project deficiencies.  |
| <b>Description of Proposed Work</b>     | Check whether the project is new construction, 3-R or 2-R as described in Chapter 42. Explain the nature of the improvement proposed such as widening of existing roadway for additional lanes or left-turn channelization; or to provide signalization to an intersection. Give the purpose of the improvement, such as upgrade facility to current standards, or to remedy a hazardous situation, or reduce congestion. Indicate the major work involved, such as grading, surfacing, bridge construction, drainage, etc. Give a contact person for the project in case there are questions.   |
| <b>Project Prospectus Approval</b>      | <p>The project prospectus will be reviewed and approved by the agency. If the agency has CA status the designated authority per the agreement on file will sign the form. If the agency does not have CA status the Region Local Program Engineer will review and approve the prospectus <u>and the Agency will sign the form.</u></p> <p>The agency shall submit a revised project prospectus when the project termini, scope, right of way, or description of proposed work is revised or modified</p>   |
| <b>Geometric Design Data</b>            | Refer to design report data and/or Chapter 42.   |
| <b>Performance of Work</b>              | <p>PE: Indicate who will be performing the work and the percentage of the work they will do.</p> <p>CN: Indicate if work is to be done by contract and/or local forces and the percentage to be done by each.</p>  |
| <b>Environmental Classification</b>     | <p>Mark the appropriate NEPA class of the project as defined in Chapter 24.2.</p> <p>Class I, if the nature of the proposed improvement is likely to have a significant impact on the environment and an "Environmental Impact Statement" (EIS) is required. Check the box pertaining to the NEPA/SEPA/Section 404 Interagency Agreement if the project requires an individual permit from the U.S. Corps of Engineers.*</p> <p>Class II, if the project is not expected to have a significant impact on the environment and a "Categorical Exclusion" (CE) is determined. Completion of the Environmental Classification Summary (ESC) is required.*</p> <p>Class III, when the significance of the impact on the environment is not clearly established and an "Environmental Assessment" (EA) will be required. Check the box pertaining to the NEPA/SEPA/Section 404 Interagency Agreement if the project requires an individual permit from the U.S. Corps of Engineers.*</p> <p><b>*This includes a biological assessment effect determination for each project.</b></p> |
| <b>Environmental Considerations</b>     | If the box for either a Class I or Class III category action is checked under the Environmental Classification section, make reference to the enclosed Environmental Classification Summary Form marked preliminary. If the project is a Class II "Projects That Require Documentation and FHWA Approval," make reference to the enclosed Environmental Classification Summary Form, if available at this time, or in a brief narrative, describe the environmental impact of the proposed project.  |

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

- a. New construction of a controlled access freeway.
- b. A highway project of four or more lanes on a new location.
- c. New construction or extension of fixed rail transit facilities (e.g., rapid rail, light rail, commuter rail, automated-guideway transit).
- d. New construction or extension of a separate roadway for buses or high-occupancy vehicles not located within an existing highway facility.

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

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

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

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

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

- do not induce significant impacts to planned growth or land use for the area;
- do not require the relocation of significant numbers of people;
- do not have a significant impact on any natural, cultural, recreational, historic, or other resource;
- do not involve significant air, noise, or water quality impacts;
- do not have significant impacts on travel patterns;
- do not otherwise, either individually or cumulatively, have any significant environmental impacts.

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

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

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

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

- Multi-modal alternatives, including public transit, rail, or other modes dictated by the characteristics of the study area. These may be under the jurisdiction of other lead agencies and require early coordination.
- Combinations of the above alternatives (excluding the no-action alternative).

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

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

### **.38 Reports and Recommendations.**

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

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

The local agency and the IDT are responsible for reviewing the discipline reports and ensuring the reports' accuracy and completeness. Upon completion, the local agency will submit the reports to the Region Local

Programs Engineer for transmittal to H&LP. H&LP will coordinate with Department expertise to review the reports. Any comments or edits will be transmitted to the local agency for revision and re-submittal. The process is not completed until WSDOT approval is secured on each discipline report prepared.

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

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

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

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

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

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

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

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

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

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

**.40 Final Reports and Approvals.**

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

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

- b. Final Environmental Impact Statement (FEIS). The local agency prepares the preliminary FEIS and forwards the document to the Region LPE, for transmittal to H&LP. H&LP coordinates a review of the preliminary FEIS and responses to comments, within the Department.

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

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

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

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

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

- C-2 Replacement of existing structures including, but not limited to, bridge seat, towers, wingwalls, dolphins, and overhead loading and passenger walkway facilities.
- C-3 Repair and replacement of trestles including decking, stringers, pile caps, and piling supporting the trestle, provided there is no expansion of the trestle.
- C-4 Repair and replacement of bulkheads of the same size and location.

An undertaking of one or more of the types listed below will not require further Section 106 review with SHPO, so long as the undertaking: (1) is not adjacent to or within a historic property or historic district; (2) does not affect a bridge that is listed in or eligible for listing in the National Register of Historic Places; (3) does not involve soil disturbance within one-quarter mile of a known or recorded archaeological site; and (4) does not involve modification of a bridge or structure that is 40 or more years old. For each of the following activities below, the H&LP Archaeologist shall determine if any of the above conditions apply.

- B-1 Work on bridges of the National Highway System (NHS) and non-NHS state highways unless an inventory, evaluation or study by a Cultural Resources Specialist has shown the bridge to be significant.
- B-2 Work within interchanges or within medians of divided highways, within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-3 Work between a highway and an adjacent frontage road within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-4 Replacement or extension of culverts and other drainage structures with waterway openings of 100 square feet or less and which do not extend beyond the vertical and horizontal limits of previous construction or disturbance for the existing culvert or drainage structure.
- B-5 New installation, or replacement or repair of cameras, lighting, signs, signals, and other traffic control devices, guardrails, barriers, and informational signage/kiosks, provided the associated ground disturbance is within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-6 Construction of turning lanes and pockets, auxiliary lanes (e.g., truck climbing, acceleration and deceleration lanes), sidewalks and shoulder widening within the demonstrated vertical and horizontal limits of previous construction or disturbance. This does not include staging areas in previously undisturbed areas.

- B-7 Slope flattening by placement of fill material on the side slopes of intersection crossroads and accesses to meet safety criteria, and other slope flattening done within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-8 Placement of riprap or other erosion control method to prevent erosion of waterways and bridge piers within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-9 Construction activities in areas of continuous slides, other mass wasting, or unstable landforms as evidenced by geotechnical core samples or other geotechnical evaluation.
- B-10 Roadway widening within the demonstrated vertical and horizontal limits of previous construction or disturbance
- B-11 Installation of bicycle and pedestrian lanes, paths and facilities within the demonstrated vertical and horizontal limits of previous construction or disturbance
- B-12 Trenching or other excavation to install, replace, or repair electrical, water, sewer lines, fiber optics, telephone cable, or other utilities in areas demonstrated to have been previously disturbed by construction, fill, or prior trenching activities.
- B-13 Construction staging areas or other locations proposed for temporary use during construction within the demonstrated vertical and horizontal limits of previous construction or disturbance.
- B-14 Geotechnical borings (4 inches in diameter or less), data collection, and non-invasive environmental sampling required to support the planning or design of an undertaking.

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

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

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

- Description of the APE, including the legal description, detailed maps (identifying the project location, project site, and outline the proposed APE on a USGS map), and photos of the project site.



Local Agency Environmental Classification Summary

| Part 1 Project Description   |   |   |   |
|--|---|---|---|
| Federal Aid Project Number   | Route   | Date Created  | Intent of Submittal<br><input type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate |
| Agency   |   | Federal Program Title<br><input type="checkbox"/> 20.205 <input type="checkbox"/> 20.209 <input type="checkbox"/> Other |   |
| Project Title  |   |   |   |
| Begin<br>MP _____<br>KP _____  | End<br>MP _____<br>KP _____                     | Miles _____<br>KM _____   | Townships _____<br>Ranges _____<br>Sections _____   |
| County   | Water Resource Inventory Area (WRIA) No. & Name |   | Within Puget Sound Basin? <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| Project Description - Describe the proposed project, including the purpose and need for the project. |   |   |   |

| Part 2 Environmental Classification  |  |
|--|--|
| <b>NEPA</b>  | <b>SEPA</b>  |
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS)<br><input type="checkbox"/> Class II - Categorically Excluded (CE)<br>CE Type (from 23 CFR 771.117) _____<br><input type="checkbox"/> Projects Requiring Documentation (Documented CE) (LAG 24.22)<br><input type="checkbox"/> Class III - Environmental Assessment (EA)<br><input type="checkbox"/> Programmatic CE MOU | <input type="checkbox"/> Categorically exempt per WAC 197-11-800<br><input type="checkbox"/> Determination of Non-Significance (DNS)<br><input type="checkbox"/> Environmental Impact Statement (EIS)<br><input type="checkbox"/> Adoption<br><input type="checkbox"/> Addendum<br><input type="checkbox"/> Supplemental |

NEPA Approval Signatures

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

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

| <b>Part 3 Permits and Approvals Required</b> |                          |   |  |                          |                          |  |  |
|--|--------------------------|---|--|--------------------------|--------------------------|--|--|
| Yes  | No                       | Permit or Approval  |  | Yes                      | No                       | Permit or Approval   |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Corps of Engineers  | <input type="checkbox"/> Sec. 10 <input type="checkbox"/> Sec. 404 | <input type="checkbox"/> | <input type="checkbox"/> | Shoreline Permit   |  |
|  |                          | <input type="checkbox"/> Nationwide Type _____  |  | <input type="checkbox"/> | <input type="checkbox"/> | State Waste Discharge Permit   |  |
|  |                          | <input type="checkbox"/> Individual Permit No. _____                                      |  | <input type="checkbox"/> | <input type="checkbox"/> | Section 4(f)/6(f): Wildlife Refuges, Recreation Areas, Historic Properties |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Coast Guard Permit  |  | <input type="checkbox"/> | <input type="checkbox"/> | TESC Plans Completed   |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Coastal Zone Management Certification   |  | <input type="checkbox"/> | <input type="checkbox"/> | Water Rights Permit  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Critical Area Ordinance (CAO) Permit  |  | <input type="checkbox"/> | <input type="checkbox"/> | Water Quality Certification - Sec. 401                                     |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | ESA and EFH Compliance (See Part 5)   |  |                          |                          | Issued by _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Flood Plain Development Permit  |  | <input type="checkbox"/> | <input type="checkbox"/> | Tribal Permit(s), (If any)   |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Forest Practice Act Permit  |  |                          |                          | _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Hydraulic Project Approval  |  |                          |                          | _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Local Building or Site Development Permits  |  |                          |                          | _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Local Clearing and Grading Permit   |  | <input type="checkbox"/> | <input type="checkbox"/> | Other Permits, including GMA (List):                                       |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | Natl. Historic Preservation Act - Section 106   |  |                          |                          | _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction |  |                          |                          | _____  |  |
| <input type="checkbox"/>                     | <input type="checkbox"/> | ROW Acquisition Required  |  |                          |                          | _____  |  |

| <b>Part 4 Environmental Considerations</b>   |  |
|--|--|
| <b>Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.</b>  |  |
| <b>1. Air Quality</b> - Identify any anticipated air quality issues.   |  |
| Is the project included in the Metropolitan Transportation Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| If Yes, date Metropolitan Transportation Plan was adopted. _____   |  |
| Is the project located in an Air Quality Non-Attainment Area or Maintenance Area (for carbon monoxide, ozone, or PM10)? <input type="checkbox"/> Yes <input type="checkbox"/> No                                   |  |
| Is the project exempt from Air Quality conformity requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No    (If Yes, identify exemption below.)  |  |
| <b>2. Critical/Sensitive Areas</b> - Identify any known Critical or Sensitive Areas as designated by local Growth Management Act ordinances.   |  |
| a. Aquifer Recharge Area, Wellhead Protection Area, or Sole Source Aquifer. If located within a sole source aquifer, is project exempt from EPA approval? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| b. Geologically Hazardous Area   |  |
| c. Habitat. List known fish and wildlife species present and describe general habitat.   |  |
| d. Are wetlands present within the project area? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, estimated area of impact in acre(s): _____  |  |

**Part 4 Environmental Considerations - Continued**

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

Does the project fit into any of the exempt types of projects listed in Sect. 24.82(a) of the LAG Manual?  Yes  No  
If **Yes**, note exemption below.

If **No**: Date of DAHP consultation \_\_\_\_\_  
Date of Tribal consultation(s) (if applicable) \_\_\_\_\_  
Adverse affects on cultural/historic resources?  Yes  No  
If Yes, date of approved Section 106 MOA \_\_\_\_\_

**4. Flood Plains or Ways**

Is the project located in a 100-year flood plain?  Yes  No  
If yes, is the project located in a 100-year floodway?  Yes  No  
Will the project impact a 100-year flood plain?  Yes  No (If Yes, describe impacts and analysis conducted.)

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

Is the project likely to involve site clean-up?  Yes  No  
  
Will the project create any hazardous waste?  Yes  No (If Yes, describe waste handling and disposal.)

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

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

**Part 4 Environmental Considerations - Continued**

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

a. Agricultural Lands

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

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

b. Forest/Timber

c. Mineral

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

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

Fisheries WA Stream No. \_\_\_\_\_ Ecology 303d Report No. \_\_\_\_\_  
Reason for 303d listing \_\_\_\_\_  
Date of Report \_\_\_\_\_

b. Identify stream crossing structures by type.

**10. Tribal Lands** - Identify whether the project will impact any Tribal lands.

**11. Visual Quality**

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

**Part 4 Environmental Considerations - Continued**

**12. Water Quality/Storm Water**

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

Amount of existing impervious surface within project limits: \_\_\_\_\_

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

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

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

**13. Previous Environmental Commitments**

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

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

**14. Long-Term Maintenance Commitments**

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

Identify.

**15. Environmental Justice**

Does the project meet any of the exemptions, as noted in Section 24.101?  Yes  No (If Yes, Please note exemption and appropriate justification in the space below.)

If no, are minority and/or low income communities located within the limits of the project's potential impacts?

Yes  No (If no, attach appropriate data to support finding.)

If yes, describe impacts and attach appropriate supporting documentation.

| Part 5 Biological Assessment and EFH Evaluations   |  |  |
|--|--|--|
| <p>1. Are there any listed or proposed species and/or designated or proposed critical habitat located within the proposed project's action area? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, attach species listings and no further documentation or responses are necessary.)</p> <p>2. Are any of the following environmental permits, as indicated in Part 2, required: HPA, 404 wetlands, or local clearing and grading, shorelines, or permits related to critical or sensitive areas ordinances? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>   |  |  |
|  | <p>3. Will any construction work occur within 0.5 miles of any of the following:</p>         | <p>4. Does the project involve blasting, pile driving, concrete sawing, rock drilling, or rock scaling activities within 1 mile of any of the following?</p> |
| Bald eagle nesting territories, winter concentration areas, or bald eagle communal roosts?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Spotted owl management circles or designated critical habitat?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Marbled murrelet nest or occupied stand, or designated critical habitat?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Western snowy plover designated critical habitat?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Federal threatened, endangered, proposed, or candidate plant species locations or documented habitat?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Canada lynx habitat?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Gray wolf habitat?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Grizzly bear habitat?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Brown pelican night roosts?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| Woodland caribou habitat?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| A mature coniferous or mixed forest stand?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know   |
| <p>5. Will any construction work occur within 300 feet of Puget Sound, Strait of Juan de Fuca, or the Pacific Ocean? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Will any construction work occur within 300 feet of any permanent or intermittent waterbody, <b>which supports or drains into a listed fish supporting waterbody</b>? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>7. Will any construction work occur within 300 feet of any wetland, pond, or lake that is connected to <b>any</b> permanent or intermittent waterbody? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>8. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>9. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's western or eastern Washington stormwater manuals, or a local agency equivalent manual? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>10. Will any construction waste materials (e.g., asphalt or concrete grindings or byproducts, construction-related chemicals, fill materials, or excavated materials) from the project be disposed of at a location other than a permitted disposal site? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>11. Will the project involve any in-water work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>12. Will the project effect the water regime of, or utilize any water from a waterbody, which supports or drains into a listed fish supporting waterbody; or any wetland, pond, or lake? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know</p> <p>13. Will construction work occur outside the existing pavement? If Yes, go to 12a. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>13a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling, or modifications of vegetation or tree cutting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |  |  |

**Determination**

If each of the questions in the preceding section resulted in a "no" response or if any of the questions were checked "yes" or "don't know", but adequate justification can be provided to support a "no effect" determination, then check "No effect" below. If this checklist cannot be used for Section 7 compliance (i.e., adequate justification cannot be provided or a "may affect" determination is anticipated), a separate biological assessment document is required.

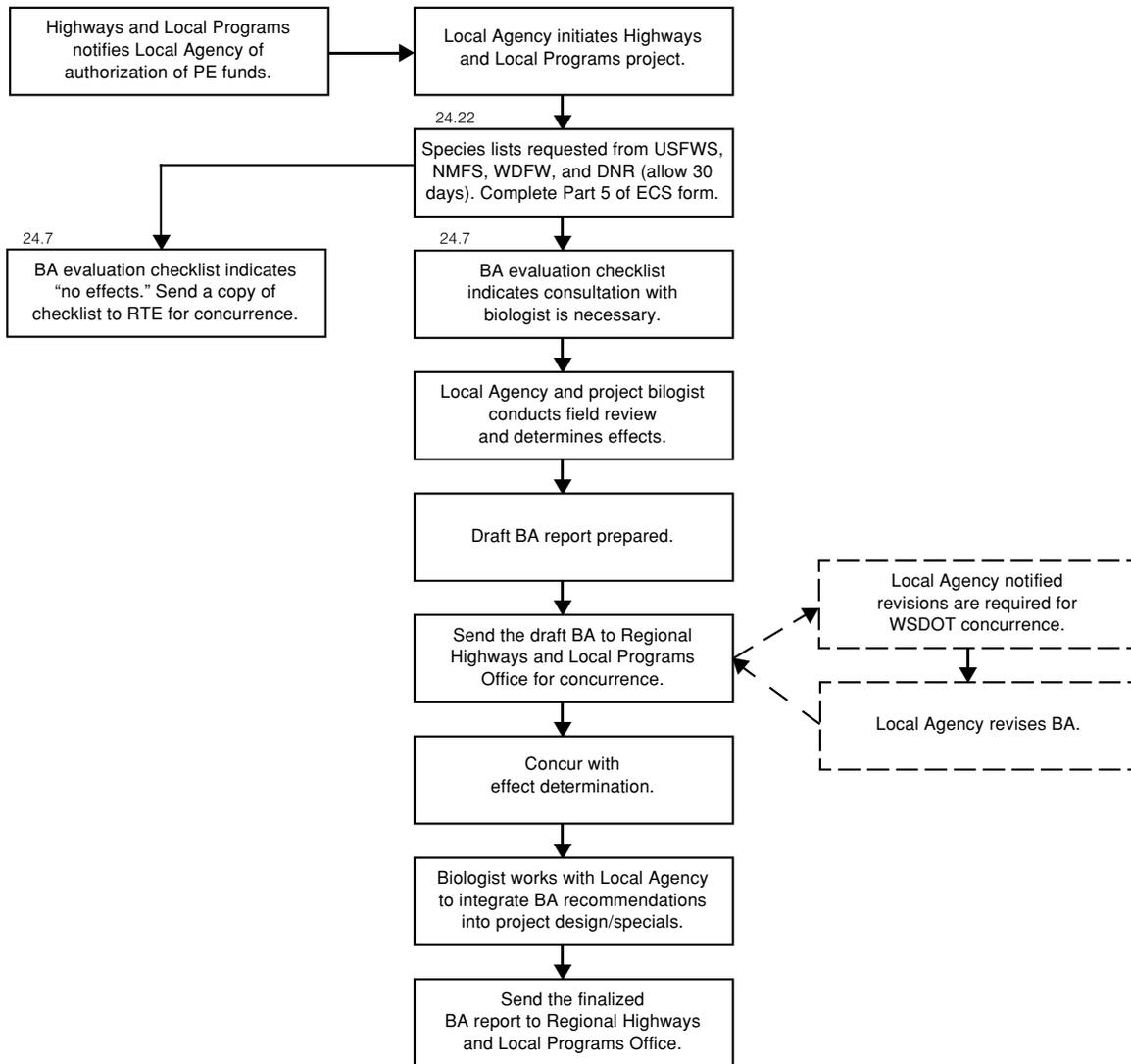
|   | NOAA Fisheries | USFWS |
|---|----------------|-------|
| <input type="checkbox"/> No Effect                                | _____          | _____ |
| <input type="checkbox"/> NLTAA Date of Concurrence                | _____          | _____ |
| <input type="checkbox"/> LTAA Date BO Issued                      | _____          | _____ |
| Date of First 6 Mo. Update  | _____          | _____ |
| Essential Fish Habitat Determination:                             |                |       |
| <input type="checkbox"/> No Effect                                |                |       |
| <input type="checkbox"/> Adverse Effect. Date of NOAA Concurrence | _____          |       |

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

**Part 6 FHWA Comments**

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

# Appendix 24.124 Biological Assessment Coordination Process



- The old and new right-of-way limits with sufficient ties to the survey line to allow for legal descriptions of the areas to be acquired;
- Show all rights to be acquired, for example, easements and permits;
- Show the ownership boundaries of the parcels with rights to be acquired;
- Show the parcel identification number;
- Show the area of the parcel to be acquired; and
- Show the area of the remainder.

All plan sheets shall carry the seal and signature of a registered Professional Engineer or Professional Land Surveyor in accordance with RCW 18.43.070 and RCW 58.09. If the plan makes a land boundary determination, it should be approved by a PLS.

Once FHWA approval has been obtained, the Director of Highways and Local Programs will notify the local agency of authorization to acquire right-of-way. No acquisition costs are eligible prior to this authorization.

**.042 Acquisition With Local Agency Funds.** If federal funds are to be used in any part of the project, federal guidelines for acquisition of the right-of-way must be followed. For projects that involve local agency funds only for right-of-way acquisition, the Local Agency must have the following documents prior to starting the acquisition process:

- Right-of-way plan; (See section .041 for minimum requirements)
- WSDOT approved Relocation plan (if relocation is required). **The local agency need not wait for written authorization to acquire right-of-way.**

A copy of the right-of-way plan must be made available at the time of certification. It is advisable, but not required, to submit a copy to the LA Coordinator through the Region Local Programs Engineer for review. This review will help minimize potential problems which surface during the certification process.

**.043 Acquisition in Advance of NEPA Clearance.** There are four circumstances under which right-of-way can be acquired in advance of NEPA clearance. In each case federal guidelines must be followed in the acquisition process.

- a. An agency may use its own funds to purchase R/W prior to NEPA clearance and may apply the purchase price (or if donated, the fair market value) toward their share of project costs, as long as they meet the requirements of 23 CFR 710.501(b). They cannot be reimbursed for these project costs, however.

- b. An agency may use its own funds to purchase R/W prior to NEPA clearance and be reimbursed. HOWEVER, they must meet the very stringent requirements of 23 U.S.C. 108 (c)(2)(c & d), as explained in 23 CFR 710.501(c). This option (which requires the Governor's and EPA's sign-offs) will be seldom used.
- c. An agency may purchase R/W prior to NEPA clearance under the protective buying and hardship acquisition provisions, as per 23 CFR 710.503, and be reimbursed. Note, however, that while these purchases are in advance of formal NEPA clearance of the project, individual clearance via a Categorical Exclusion is required. Consequently, although the project has not yet been cleared, the individual parcels have been cleared.
- d. An agency may purchase R/W prior to NEPA clearance under the corridor preservation provisions of 23 CFR 630.106 (3) & (4) and be reimbursed. This process is similar to the process for protective buying (see C above). Generally, this is only done for parcels which will not require any displacement. Note, however, that as with hardship and protective buying, these purchases are in advance of formal NEPA clearance of the project and individual clearance via a Categorical Exclusion is required.

## 25.05 Appraisal

The requirements pertaining to appraisal of property to be acquired are given in Chapter 4 of the WSDOT *Right of Way Manual*. If desired, a listing of WSDOT approved fee appraisers and appraisal reviewers is available from the Region LA Coordinator.

The appraiser shall be an experienced, qualified appraiser. At a minimum, an appraiser should have a college degree or four years of active experience in the real estate field leading to a basic knowledge of real property valuation, or any combination of such experience and college study to provide a total of four years beyond high school graduation. An appraiser who is qualified under WSDOT criteria will be considered qualified for FHWA projects.

The appraiser shall prepare an Appraisal Report which is a written document containing at least the following:

- a. The purpose of the appraisal which includes a statement of the estimated value and the rights or interests being appraised.
- b. Identification of the property and its ownership.
- c. A statement of appropriate contingent and limiting conditions if any.
- d. An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.
- e. Identified photographs of the property including all principal above-ground improvements or unusual features affecting the value of the property.



**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. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. 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.

\_\_\_\_\_ Name of Bidder 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 *<br>(Prime, Subcontractor, Manufacturer, Regular Dealer) | 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 prior to bid submittal 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. 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 7/07



Washington State  
Department of Transportation

MBE/DBE/WBE On-Site Review

|                  |        |  |
|------------------|--------|--|
| Prime Contractor |        | Federal Aid Number   |
| Subcontractor    |        | Contract Number  |
| Project Engineer | Region | <input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> WBE |

1. Per the condition of award, indicate M/D/WBE work observed this date (Note partial items)

| Bid Item Number | Approximate % Complete | Item Description (Note partial items) | Dollar Amount |
|-----------------|------------------------|---------------------------------------|---------------|
|                 |                        |                                       |               |
|                 |                        |                                       |               |
|                 |                        |                                       |               |
|                 |                        |                                       |               |
|                 |                        |                                       |               |

|                                       |                                    |                                |
|---------------------------------------|------------------------------------|--------------------------------|
| 2. M/D/WBE Subcontractor's Start Date | 3. WSDOT Contract Percent Complete | 4. Anticipated Completion Date |
|---------------------------------------|------------------------------------|--------------------------------|

|   |   |
|---|---|
| 5. Subcontractor's <input type="checkbox"/> Site Superintendent <input type="checkbox"/> Foreman (Name) | 6. Exclusively Employed by the M/D/WBE Contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

6a. If No, Please Explain

|  |  |
|--|--|
| 7. Is Superintendent / Foreman Shown on M/D/WB Payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No | 8. Is Superintendent/Foreman Shown on any other On-Site Contractor's Payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

8a. If yes, Please Explain

|  |
|--|
| 9. If Known, to Whom does the M/D/WBE's Superintendent/Foreman Directly Report to Within His/Her Own Organization?<br>Name Title |
|--|

10. List Names and Crafts of M/D/WBE's Crew as Observed (Use additional sheets, if needed).

|   |                              |
|---|------------------------------|
| 11. Are any Crew Members on the Prime or any other Project Suncontractor's Payroll(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No | 11a. If yes, Please Indicate |
|---|------------------------------|

12. List M/D/WBE's Major (Self-Propelled) Equipment Used

|   |                             |  |
|---|-----------------------------|--|
| 13. Does Equipment have M/D/WBE's Markings or Emblems? <input type="checkbox"/> Yes <input type="checkbox"/> No | 13a. If No, Please Indicate | 14. Equipment <input type="checkbox"/> Owned <input type="checkbox"/> Leased |
|---|-----------------------------|--|

|   |
|---|
| 15. Has any other Contractor Performed, on behalf of the M/D/WBE, Substantial Amount of Work Designated to be M/D/WBE? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|

15a. If Yes, Please Explain

|  |              |
|--|--------------|
| 16. Has the M/D/WBE Owner been present on the Job Site? <input type="checkbox"/> Yes <input type="checkbox"/> No | What % _____ |
|--|--------------|

|   |   |
|---|---|
| 17. Are Personnel and Equipment Under Direct Supervision of the M/D/WBE Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No | 18. Does the M/D/WBE Subcontractor Appear to have Control over Methods of Work in its items? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

Comments

Note: Attach any documents pertinent to the review, i.e., Invoices, Photographs, Daily Reports, Correspondence, etc.

Review Conducted By \_\_\_\_\_ Date of This Review \_\_\_\_\_

DOT Form 272-051 EF  
Revised 4/2002

Distribution: Region EEO Office, State EEO Office, State OMWBE Office

6. In the event that a project covers multiple phases (see 31.11a), the Agency is not obligated to utilize the original consultant for subsequent phases. If the Agency desires this option, the advertisement must state the possibility of a multi-phase agreement at the discretion of the contracting Agency,
7. All prospective consultants must be advised that Federally funded projects will be held to Federal EEO requirements,
8. Consultants will also be held to ADA and Civil Rights language for the employing Agency,
9. Response Due Date, and
10. Publication dates.

Specific project cost estimates shall not be requested until a consultant has been selected.

**.13 A&E Consultant Evaluation and Selection Process.** The Local Agency shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be selected based upon the qualifications they present. For A&E related services, fees for services cannot be considered during the selection process.

**.13a Consultant Selection Requirements**

1. Agencies will rate the firms that respond to each advertisement based on their established guidelines for technical evaluation.
2. Agencies will interview at least the top 3 firms for each contract.
3. If less than 3 qualified firms are available for a given contract, the agency will interview as many firms as are available.
4. Following the interview, the agency will select the best qualified consultant from those interviewed.
5. Documentation of Selection. The Local Agency shall retain the following documentation in the project file.
  - A. The names of a least three consultants considered for the work, (excluding exceptions detailed under item 2 A in section .13b.
  - B. The name of the consultant selected and reasons this consultant was chosen over the others.

**.13b The following are frequently utilized as part of the consultant selection process:**

1. “Live” Interviews and Presentation of the RFQ by Consultant Individuals or Teams. Provides for interaction with the Agency and showcases the consultant’s presentation skills. This approach is best for larger, more complex projects, but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.

2. Telephone Interviews. Provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects or for selecting from an on-call or small works roster.
  - A. Exceptions to the competitive process used for consultant selection:
    1. Subsequent Phasing. Selection of a consultant to perform subsequent project phases may only occur if this option was advertised originally (i.e., Phase 1 Preliminary Engineering, Phase 2 Right-of-Way, Phase 3 Construction Engineering).
    2. Contract Amendments. Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.
    3. Emergency. To address a set of unforeseen circumstances beyond the Agency's control which present a real, immediate threat to the proper performance of essential functions, or may result in the material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Consult *LAG Manual*, Chapter 33.)
    4. Sole Source. Sole source agreements may be requested from Highways & Local Programs when the consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The Local Agency must provide the Region Local Programs Engineer written justification (see Appendix 31.95) for requesting this option based upon:
      - a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the Agency's needs. (e.g., Are they highly specialized or one-of-a-kind? What is their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?).
      - b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.
      - c. Availability of consultants in the location required.

Highways & Local Programs must approve all consultant procedures that are exceptions to the competitive process.

**.14 Establishing a Consultant "On-Call Roster"** Agencies may, establish and maintain a continuous "On-Call Roster" to which interested and qualified firms may apply. This "On-Call Roster" must be updated annually and may be shared with other interested public agencies through an Inter-local agreement signed by the interested parties.

No "On-Call Roster" consultant may be awarded more than one contract from the "On Call Roster" at a time. When active contracts are complete, the consultant's name will be returned to "available" status.

Separate “On Call Rosters” will be kept for each discipline of work. Agencies may not select a firm from one “On Call Roster” to perform work that is covered by a different “on Call Roster”. Each “On Call Roster” must have a separate list of qualification criteria which will be clearly stated in the advertisement for “On Call Roster” firms.

**14a. Advertisement Requirements for “On Call Roster”.**

1. The Agency shall publish an announcement in a newspaper of general circulation at least once per year to invite consultant firms to submit statements of qualifications and performance data. The advertisement will announce generally projected requirements for any category or type of professional services. The advertisement shall state the contact information of the representative who can provide further details. The Agency shall name all agencies that are utilizing the “On-Call Roster,” including the name of the Agency establishing the “On Call Roster”.
2. The advertisement shall encourage firms to submit or update qualifications and performance data.
3. The advertisement must include appropriate nondiscrimination language per the example advertisement shown in Appendix 31.94

Agencies may provide an application that solicits specific information or may allow firms to apply through other means to establish credentials. This decision is at the discretion of the individual agency.

The Agency shall review submittals to insure firms meet minimum eligibility criteria for responsible firms as defined by the Agency prior to establishing the “On-Call Roster.” The verification process shall consider required licensing, experience, and financial stability in order to establish firms that are reasonably capable of performing the work.

Firms that meet at least minimum levels of responsibility based on the advertisement shall be placed onto the “On-Call Roster.” The “On Call Roster” shall list firms that responded to the advertisement and were found eligible for further consideration by the Agency as project needs arise.

Applications on file after one year will be required to update information through annual advertisement or through a direct process established by the Agency prior to establishing the “On-Call Roster.”

The Agency may issue repeat advertisements to solicit additional firms or firms with a particular specialty for the “On-Call Roster” at any time during the year.

The “On-Call Roster” shall be continuously open.

Firms listed on an Agency “On-Call Roster” shall be available for consideration and eligibility for a project need, unless a specific reason causes the firm to be placed on an inactive status. Such inactive status will be the right of the Agency; however, written notification of the change of status will be given to firms within 30 days of status change. The reason for the status change will be stated clearly in the notification.

**.14b The process to select firms from the “On-Call Roster” and enter into a contract shall be as follows.**

1. Agencies will interview at least 3 firms for each contract from the “On Call Roster”.
2. If less than 3 qualified firms are available for a given contract, the agency will interview as many as are available on the “On Call Roster” for that particular contract.
3. If no qualified firms are available from the established “On Call Roster,” a separate advertisement and award process must be followed.
4. Following the interview, the Agency will select the best qualified consultant from those interviewed.
5. Document the selection and retain the following in the contract files:
  - A. The names of the consultants considered for the work
  - B. The name of the selected consultant and why this consultant was chosen over the others that were interviewed.

## **31.2 Personal Services Consultants**

Professions outside the fields described in RCW 39.80 may provide such consulting services as long range planning and studies, economic analyses, real estate negotiations, and/or environmental and biological assessments. These consulting services are provided through personal services agreements (RCW 39.29). The basic difference between personal services and A&E consultants is that consultant fees may be considered in selecting personal services consultants, but cannot be considered in selecting A&E services consultants.

The Local Agency is to work with WSDOT Real Estate Services on right-of-way personal services agreements. (See Appendix 31.91 for a Sample Personal Services Contract for Appraiser, and Appendix 31.92 for a Sample Consultant Agreement for Negotiation Services.)

**.21 Determine the Need for Personal Services Consultants.** Before an Agency advertises for a personal services consultant, it must have a clear definition of the work to be accomplished. This includes identification of:

1. The nature and scope of effort required,
2. The technical requirements and qualifications of the consultant services needed,
3. The level of funding resources available,
4. The time frame for performing the work, and
5. The expected results and products to be received.

If assistance is needed in describing the desired scope of work, the Agency should seek information from the Region Local Program Engineer or from other Local Agencies that have had similar projects.

The Agency should develop selection guidelines for all to understand, because selection of the most qualified consultant firm is based upon evaluations by the Agency. The selection criteria should enable the Agency to identify and select the consultant best qualified to meet the Agency's needs and ensure that the selected consultant understands and provides the Agency's needs in the most cost-effective manner.

The Agency should determine the type of agreement to be developed with the consultant. (This may be modified during negotiations with the selected consultant). The basic agreement types are lump sum, cost plus fixed fee, provisional hourly rates, negotiated hourly rates, and cost per unit of work (see 31.52).

Consultant selection shall provide for maximum open and free competition and should provide opportunities for small and disadvantaged business enterprises to obtain an equitable share of the work, consistent with the project scope, and capabilities of available small and disadvantaged owned firms.

Personal Services consultants may be solicited for:

1. A specific study (i.e. Economic Study),
2. A specific project (i.e. Acquisition of Real Estate),
3. A specific task (i.e. Real Estate negotiations), or
4. For a combination of the above.

**.22 Advertise the Need for Personal Services Consultants.** State law (RCW 39.29) requires that each Agency must competitively solicit that Agency's requirement for personal services. An Agency can comply with these requirements by either:

1. Using a competitive solicitation process that provides an equal and open opportunity to qualified parties. State law (RCW 39.29.011) requires competitive bidding for contracts greater than \$20,000 and documented evidence of competition on contracts between \$5,000 and \$20,000
2. Publishing an annual notice to establish an "On Call Roster" (or rosters by specialty) to receive qualifications from consultants for projected requirements for any category or type of personal services consultants. In addition, responsible consultants shall be added to the appropriate "On Call Roster(s)" at any time upon the submittal of a written request and a list of their qualifications. (See section 31.14 for more information about establishing an "On Call Roster".)

The need for consultant services must be advertised at least one day per week for two (2) consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three (3) week minimum response time from the initial date of publication should be provided to consultants. These

advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines, or publications utilized by disadvantaged business enterprises.

**.22a Advertisement Content.** The advertisement should contain the following information. (See Appendix 31.94 for a sample advertisement):

1. A project title, estimated project cost, and estimated start and end dates.
2. The general scope and nature of the project, or work for which services are required, and the address of a representative of the Agency that can provide further details.
3. Solicitations of qualification statements, referred to as Requests for Qualifications (RFQ) from consultants, must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required. (Example Submittal Information Forms to obtain consultant qualifications for Prime and Sub-consultants are contained in Appendixes 31.94(a) and 31.94(b) respectively).
4. Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated.
5. For personal services, consultant fees or costs may be requested. RCW 39.29.006 provides that the solicitation of qualifications for selection of personal services consultants may include such factors as consultant's fees or costs, ability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of performance, and compliance with statutes and rules relating to contracts and services.
6. Non-engineering service applicants should be asked to provide estimates for the man-hours and classifications needed to complete the project.
7. All prospective consultants must be advised that federally funded projects will be held to Federal EEO requirements.
8. Consultants will also be held to ADA and Civil Rights language for the employing Agency.
9. Due date for responses and publication dates.

**.23 Personal Services Consultant Evaluation and Selection**

**Process.** The Local Agency shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be selected based upon the qualifications they present. Fees may be considered as an evaluation factor in the personal services selection process, but it is not a "low-bid" consultant selection where the low bidder wins the contract automatically. For more guidance, refer to the Municipal Research and Services Center (MRSC) of Washington guide, "Contracting for Professional Services in Washington State," Informational Bulletin Number 485.

The following are frequently utilized as part of the consultant selection process:

1. Written Response Only to the Request for Qualifications (RFQ). This approach is best for smaller, clearly defined projects, or projects which are heavily reliant upon their written presentation such as environmental reports.
2. “Live” Interviews and Presentation of the RFQ by Consultant Individuals or Teams. Provides for interaction with the Agency and showcases the consultant’s presentation skills. This approach is best for larger, more complex projects but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.
3. Telephone Interviews. Provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects or for selecting from an on-call or small works roster.

Exceptions to the competitive process used for consultant selection:

1. Sole Source. Sole source agreements may be requested from Highways & Local Programs when the consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The Local Agency must provide the Region Local Programs Engineer written justification (see Appendix 31.95) for requesting this option based upon:
  - a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the Agency’s needs. (e.g., Are they highly specialized or one-of-a-kind? What is their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?)
  - b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.
  - c. Availability of consultants in the location required.
2. Emergency. To address a set of unforeseen circumstances beyond the Agency’s control which present a real, immediate threat to the proper performance of essential functions or may result in the material loss or damage to property, bodily injury, or loss of life, if immediate action is not taken. (Consult *LAG Manual*, Chapter 33).
3. Contract Amendments or Added Scope (beyond the original advertisement.) Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.

Highways & Local Programs must approve consultant procedures that are exceptions to the competitive process.

**.24 Document Selection.** Following consultant selection, the Local Agency shall retain the following documentation in the project file:

1. The names of a minimum of three consultants considered for the work, (excluding exceptions detailed above), and
2. Consultant selected and reasons why this consultant was chosen over the others.

### **31.3 Negotiation with Selected Firm, A&E, and Personal Services**

The Local Agency will notify the consultant of their selection in writing, meet with the consultant to reach a complete and mutual understanding of the scope of services, and begin negotiations on the terms of the agreement.

In this meeting with the selected consultant, the Local Agency should include key people with appropriate technical expertise within the Agency to ensure that their concerns are addressed. The following are typically discussed while developing an agreed upon scope of services:

1. A list of meetings the consultant is expected to attend, expected location of the meetings, and key personnel.
2. The anticipated design schedule — the Local Agency shall designate the basic premises and list criteria to be used in design development.
3. Any special services required.
4. Complexity of the design.
5. Safety and operational considerations.
6. Environmental considerations.
7. Survey and geotechnical testing requirements.
8. Inspection services during construction.
9. Quality control during construction.
10. Preparation of forms, letters, and documents.
11. Property map preparation.

**.31 Agency Preparation for Negotiations.** Following receipt of the consultant's proposal, Agency responsibilities include:

Compare the consultant's proposal with the Agency's own estimate, examining the scope of work, work hours, and estimate of cost. (See Appendix 31.96, Independent Estimate for Consulting Services, Form DOT 140-012 EF). The Agency is to prepare its independent cost estimate using:

1. The salary rates by position from the consultant's Payroll Register,
2. Multiplying these by the Agency's estimates of staff hours by position for work elements, and

3. Applying the consultant's overhead rate and profit/fixed fee (see below) to develop the total project staff cost estimate.

The Agency uses this independent estimate, along with estimates of non-salary costs, to negotiate the agreement with the consultant.

1. Ensure the consultant has divided the project into work units and related time units in such a manner that the estimate can be readily reviewed for work hours, rates of pay, overhead, profit, and itemized direct non-salary costs.
2. Request records to confirm the consultant's rates (i.e., their Payroll Register, giving payroll rates by name and position of staff working on the project).
3. Request the consulting firm's audited overhead rate from the WSDOT Audit Office. An audited rate conducted by another governmental agency will satisfy this requirement if the audit criteria used by the other agencies conforms with 48 CFR 31. An audited rate conducted by a private accounting firm must be reviewed and accepted by the WSDOT Audit Office before being accepted for use in an agreement. If the firm does not have an audited rate, the Audit Office will conduct an abbreviated audit to determine the rate. The Local Agency Agreement should anticipate a charge averaging \$1,000 for these costs. A lower overhead cost rate may be used if submitted by the consultant firm; however, the consultant's offer of a lower rate shall not be a condition for selecting a consultant.
4. Calculate the consultant's profit/fixed fee amount. An adaptation of WSDOT's procedure for calculating this (described in WSDOT's *Consultant Services Procedures Manual*) is contained in Appendix 31.97. A copy of the "Consultant Fee Calculation Worksheet" may be obtained from WSDOT's Internet website: [www.wsdot.gov/Consulting](http://www.wsdot.gov/Consulting), and then click on the worksheet that is listed under "Manuals/Forms." The fee is determined through evaluation of the following:
  - a. Degree of Risk,
  - b. Relative Difficulty of Work,
  - c. Size of Job,
  - d. Period of Performance,
  - e. Assistance of Agency, and
  - f. Sub-consulting.
  - g. An acceptable profit for a federally funded project may not exceed 15 percent of direct labor, plus overhead costs. In addition, the fixed fee/profit percentage may not exceed 35 percent of direct labor costs only. Maximum allowable profit percentage rates (30%-35%) are reserved for the most difficult, complex, and risky projects. Mark-ups are not allowed on direct "on salary" costs.

- h. A Management Reserve Fund (MRF) may be established to be used for:
  1. Overruns of direct salary and overhead costs that might occur under the existing scope of work, or
  2. The consultant to perform additional work that is outside the agreement or supplement's scope of work (but within the scope of the advertised project).

The maximum MRF set up at the beginning of the agreement is \$100,000 or 10 percent of the agreement, whichever is less. If the original MRF is less than \$100,000, the MRF may be increased by preparing a supplement to a total accumulative amount that cannot exceed \$100,000, (or exceed the cumulative 10 percent). An MRF cannot be included in a Lump Sum agreement. The Agency cannot authorize, and the consultant cannot utilize, the MRF until a task order agreement is set up. (See Appendix 31.99, Exhibit A-2). To set up a task order agreement, the Agency and consultant must negotiate the scope, schedule, and budget for the increase in direct salary and overhead costs, or the increase in additional work to use all or a portion of the MRF.

- i. Mark-up for work performed by sub-consultants is a mandatory 4% with an optional 0-2% additional to provide extra oversight of small consultants that meet the definition of a small business as defined in the *Small Business Administration's Table of Small Business Size Standards*. More information can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>
5. Record and retain an explanation of differences in work hours or costs between the Agency's independent estimate and the negotiated consultant fee.

**.32 Agreement Types/Payment Options.** The following are the types of agreements that contain acceptable methods of payment for FHWA funded projects. Refer to the Standard Agreement Exhibits for further guidance and required forms (see Section 31.4):

1. **Lump Sum.** This type of agreement is only appropriate where the scope of work (quantity and type) can be clearly defined in advance. It is not recommended for construction engineering agreements. The agreement should state the exact service to be provided within a specific time frame, and when the lump sum payment is to be made. Payments may also be paid in installments as the work proceeds.

Scope of work changes and Management Reserve Funds are not allowed with this type of payment.

Lump sum payment is generally used for investigations, studies, and basic services on design projects. Examples include designs, plans specifications and estimates (PS&E), and preparation of operating, maintenance, or training manuals. A qualified representative for the

Agency must prepare, date, and sign an estimate detailing the hours required for each type of work, as well as the hourly rate.

2. **Cost Per Unit of Work.** This type of agreement is used when the unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. Examples include soils investigation where costs are based on per foot of drilling, installation of observation wells, soil testing, structural foundation analysis and reports, expert witness testimony, and construction engineering services. Construction engineering services include, but are not limited to, construction management, construction administration, materials testing, materials documentation, contractor payments, general administration, construction oversight, and inspection and surveying.
3. **Actual Costs Plus a Fixed Fee.** This type of agreement is used when the extent, scope, complexity, character, or duration of the work cannot be reasonably determined in advance. Examples include preparation of environmental documents, project design documents, PS&E for large or complex projects including major bridges, and may include construction inspection. The consultant is reimbursed for all eligible direct and indirect costs within defined limits, plus a predetermined amount as a fixed fee. The costs for methods 1 – 3 above are determined by:
  - a. Salaries of employees with time directly chargeable to the project and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement. Actual rates of pay for employees and principals actively involved in the project will be included in each agreement.
  - b. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
  - c. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.
  - d. The consultant's overhead schedule must be prepared in compliance with Code of Federal Regulations (CFR) Part 31.
  - e. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.
  - f. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

Shown as exhibits to the agreement are the consultant's estimate of work, cost rates, overhead rate, and the fixed fee.

4. **Specific Rates of Pay Agreement.** This type of agreement is based upon specific rates of pay for each class of employee and is appropriate for relatively minor items of work of indeterminable extent. This method requires constant and direct control of the time and class of employees used by the consultant. Examples include certain types of soils investigations, planting inspections, bridge inspections, expert witness testimony, training presentations, construction inspections, supplementing Agency staff on small design projects or studies, and "on-call services." The rate of pay may be established through one of two processes:
  - a. **Negotiated hourly rate** payment option establishes the rates of pay through use of the consultant firm's Payroll Register, the audited overhead rate obtained from WSDOT's Audit Office, plus the calculation of the consultant's profit/fixed fee. (See Section 31.31 for guidance in developing the independent estimates of these costs for use in negotiations with the consultant firm). The following items also apply to negotiated hourly rate agreements.
    1. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."
    2. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.
    3. The consultant's overhead schedule must be prepared in compliance with 48 Code of Federal Regulations (CFR) Part 31.
    4. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.
    5. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).
  - b. **Provisional hourly rate payment** option establishes rates of pay through the use of the consultant firm's Payroll Register, plus an overhead rate based on industry standards if an audited overhead rate is not available from WSDOT's Audit Office within the time frame

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)

### 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 payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
  - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
  - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Subconsultant costs will include a Sub-Consultant Oversight mark-up of 4% as allowed in accordance with 48 CFR 31.2 Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination - Summary sheet attached as Exhibit G-1.
  - b. 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 CFR Part 31.205-46 "Travel Costs."
  - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - d. 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.
  - c. 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.

## Exhibit D-3

## Payment (Negotiated Hourly Rate)

### 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 sub-consultant costs.
    - a. Subconsultant costs will include a Sub-Consultant Oversight mark-up of 4% as allowed in accordance with 48 CFR 31.2 Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination - Summary sheet attached as Exhibit G-1.
    - b. 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 CFR Part 31.205-46 "Travel Costs."
    - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
    - d. 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.
- c. All above charges must be necessary for the services provided under this AGREEMENT.

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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)

### 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 sub-consultant costs.
  - a. Subconsultant costs will include a Sub-Consultant Oversight mark-up of 4% as allowed in accordance with 48 CFR 31.2 Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination - Summary sheet attached as Exhibit G-1.
  - b. 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 CFR Part 31.205-46 "Travel Costs."
  - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - d. 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.

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- c. 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."<sup>4</sup> 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.

**Exhibit G-1**

**Subconsultant Fee Determination  
Summary Sheet**

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

Project: \_\_\_\_\_

Sub Consultant: \_\_\_\_\_

**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 | _____       |                  | _____             |
|                       |                  |   |             | <b>Total DSC</b> | <b>= \$ _____</b> |

**Overhead (OH Cost -- including Salary Additives):**

OH Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Fixed Fee (FF):**

FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Reimbursables:**

Itemized \_\_\_\_\_ = \_\_\_\_\_

**SubConsultant Total**

= \_\_\_\_\_

**Prime Mark-Up**

\_\_\_\_\_ % X \_\_\_\_\_ = \_\_\_\_\_

**Grand Total**

= \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

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**Exhibit G-3 Breakdown of Subconsultants Overhead Cost**

**Exhibit G-3  
Breakdown of Subconsultants Overhead Cost**

| <b>Account Title</b>                                 | <b>\$ Beginning Total</b> | <b>% of Direct Labor</b> |
|--|---------------------------|--------------------------|
| Direct Labor   |                           |                          |
| Overhead Expenses:                                   |                           |                          |
| FICA   |                           |                          |
| Unemployment   |                           |                          |
| Health/Accident Insurance                            |                           |                          |
| Medical Aid & Industrial Insurance                   |                           |                          |
| Holiday/Vacation/Sick Leave                          |                           |                          |
| Commission/Bonus/Pension                             |                           |                          |
| <b>Total Fringe Benefits</b>                         |                           |                          |
| 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                      |                           |                          |
| <b>Total General Overhead</b>                        |                           |                          |
| <b>Total Overhead</b> (General + Fringe)             |                           |                          |
| <b>Overhead Rate</b> (Total Overhead / Direct Labor) |                           |                          |

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## Exhibit H

## Title VI Assurances

### Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



## Exhibit J

## Alleged Consultant Design Error Procedures

### 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

### 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)**

**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**

**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**

**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

DOT Form 140-089 EF Exhibit M-1 (b)  
Revised 6/05

**Exhibit M-2**

**Certification Regarding Debarment,  
Suspension, and Other Responsibility Matters**

**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**

**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**

**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.

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_, Washington, hereinafter called the "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 \_\_\_\_\_



|  |                                  |
|--|----------------------------------|
| <b>Supplemental Agreement Number</b> _____ | Organization and Address         |
| Agreement Number                           |                                  |
| Project Number                             | Phone                            |
| Project Title                              | New Maximum Amount Payable<br>\$ |
| 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





Performance Evaluation Consultant Services

|   |                                  |  |  |
|---|----------------------------------|--|--|
| Consultant Name   |                                  | Evaluation Type<br><input type="checkbox"/> Interim <input type="checkbox"/> Subconsultant <input type="checkbox"/> Final  |  |
| Consultant Address  |                                  | Project Title  |  |
|   |                                  | Agreement Number   |  |
| Type of Work<br><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<br><input type="checkbox"/> Lump Sum<br><input type="checkbox"/> Hourly Rate<br><input type="checkbox"/> Cost Plus Fixed Fee<br><input type="checkbox"/> Other |  |
| Complexity of Work<br><input type="checkbox"/> Difficult <input type="checkbox"/> Routine   | Date Agreement Approved          |  |  |
| Amount of Original Agreement<br>\$  | Total Amount Modifications<br>\$ | Total Amount Agreement<br>\$   |  |
| Completion Date Including Extensions  | Actual Completion Date           | Actual Total Paid<br>\$  |  |
| 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<br>Cooperative and responsive.  |               |               |      |
| 2. Cost / Budget<br>Complete within agreement budget including supplements.   |               |               |      |
| 3. Schedule<br>Complete within agreement schedule including supplements.  |               |               |      |
| 4. Technical Quality<br>Met Standards.  |               |               |      |
| 5. Communications<br>Clear, Concise Communication (Oral, written, drawings).  |               |               |      |
| 6. Management<br>Team player. Managed subs. Accurate, timely invoices.<br>Appropriate, periodic, accurate progress reports. |               |               |      |
| <b>Total Score</b>  |               |               |      |
| <b>Average Score (Total Score / Number of criteria rated)</b>   |               |               |      |

|   |                                   |      |
|---|-----------------------------------|------|
| 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.

DOT Form 272-019 EF Instructions  
Revised 1/99



## Consultant Services Evaluation Supplement

|  |   |
|--|---|
| Consultant Name                                | Evaluation Type<br><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<br>Superior                                 | 9<br>Above Reqmnts  |
| 8<br>Above Reqmnts                             | 7<br>Above Reqmnts  |
| 6<br>Meets Reqmnts                             | 5<br>Meets Reqmnts  |
| 4<br>Below Reqmnts                             | 3<br>Below Reqmnts  |
| 2<br>Below Reqmnts                             | 1<br>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.  |       |
| <b>Total Score</b>  |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b> |       |
| 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.  |       |
| <b>Total Score</b>  |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b> |       |
| 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.  |       |
| <b>Total Score</b>  |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b> |       |
| 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.  |       |
| <b>Total Score</b>  |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b> |       |
| 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.   |       |
| <b>Total Score</b>   |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b>  |       |
| 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.  |       |
| <b>Total Score</b>  |       |
| <b>Average Score (Total Score / Number of sub-criteria rated)</b>                   |       |
| Comments:   |       |

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.

### **34.58 Cost Increases**

The level of federal project funding may be increased one time only. Request for increased funding should outline the reasons why additional funding is needed.

The local agency has the following options if bids are received that exceed the construction amount authorized on the local agency agreement:

- Request and receive approval from Highways and Local Program (H&LP) for the increase. (provided no other funding increases have been granted).
- Award the project prior to receiving approval of H&LP and incur all costs above the authorized amount.
- With Concurrence from H&LP, reject all bids (This is only required on projects that are funded at 100%).

If additional funds are approved, H&LP will send a letter to the agency outlining the increase. The the local agency must then prepare, sign, and submit a Supplemental Agreement to the Region Local Programs Engineer for further processing.

## 34.6 Appendices

- 34.601 NBIS Regulation Qualifications of Personnel
- 34.602 NBIS Regulation Inspection Frequency
- 34.603 Bridge Inspection Experience and Training Report DOT Form 234-100
- 34.604 Bridge Inspection Manual Chapter 6
- 34.605 Individual Bridge Record

### 42.01 Introduction

The City Design Standards Committee and the County Design Standards Committee, in accordance with RCWs 35.78.030 and 43.32.020, meet on a regular basis to review and update the City and County Design Standards for Non-NHS facilities.

The Local Agency Engineer may approve use of the minimum AASHTO and related standards as contained in the references. Design deviations must have the approval of the Washington State Department of Transportation (WSDOT) Highways and Local Programs in accordance with RCW 35.78.040 or RCW 36.86.080 as appropriate.

These standards apply to new construction and reconstruction projects, 3R and 2R projects, and low volume road and street projects on Non-NHS routes which are classified as Principal Arterials, Minor Arterials, or Collectors. These standards are applicable to new or reconstructed bridges on rural minor collectors, local roads and local streets.

Included in the standards are the Non-NHS Local Agency Design Matrices. The matrices are used to standardize design element requirements based on project type for Non-NHS facilities. The Local Agency Design Matrices Checklists may serve as design documentation for decisions made.

In adopting these standards, the committees seek to encourage standardization of road design elements where necessary for consistency and to assure that motoring, bicycling, and pedestrian public safety needs are met. Considerations include safety, convenience, context sensitive solutions, proper drainage, and economical maintenance. The committees recognize that cities and counties must have the flexibility to carry out the general duty to provide streets, roads, and highways for the diverse and changing needs of the traveling public.

These standards cannot provide for all situations. They are intended to assist, but not to substitute for, competent work by design professionals. It is expected that land surveyors, engineers, and architects will bring to each project the best skills from their respective disciplines. These standards are also not intended to limit any innovative or creative effort, which could result in better quality, better cost savings, or both. An agency may adopt higher standards to fit local conditions. Special funding programs may also have varying standards.

The decision to use a particular road design element at a particular location should be made on the basis of an engineering analysis of the location. Thus, while this document provides design standards, it is not a substitute for engineering judgment.

Engineers should take into account all available information, including available funding, and use the professional judgment that comes from training and experience to make the final design determination. There shall be a record, of the matters considered during the design process that justify decisions made regarding the final project design. The project Design Approval document must be stamped by a licensed professional engineer per RCW 18.43.070.

## 42.02 Committee Membership

| City Design Standards Committee<br>RCW 35.78.020  | County Design Standards Committee<br>RCW 43.32.010  | Other Participants  |
|---|---|---|
| <b>Lynn Price, PE</b><br>Project Manager<br>City of Bremerton<br>lprice@ci.bremerton.wa.us          | <b>Jim Whitbread, PE</b><br>County Engineer<br>Stevens County<br>jwhitbre@co.stevens.wa.us                      | <b>Ashley Probart</b><br>Association of Washington Cities<br>Ashleyp@awcnet.org   |
| <b>Vacant</b>   | <b>Bryan Thorp, PLS</b><br>Design and Construction Manager<br>Benton County<br>bryan.thorp@co.benton.wa.us      | <b>Randy Hart, PE</b><br>County Road<br>Administration Board<br>randy@crab.wa.gov   |
| <b>Mike Johnson, PE</b><br>Roadway Design Supervisor<br>City of Seattle<br>mike.johnson@seattle.gov | <b>Dale Rancour, PE</b><br>County Engineer<br>Thurston County<br>rancoud@co.thurston.wa.us                      | <b>Greg Armstrong, PE</b><br>Chief Engineer<br>Transportation Improvement Board<br>GregA@tib.wa.gov                             |
| <b>Vacant</b>   | <b>Jon Brand, PE</b><br>Assistant Director of Roads<br>& Engineering<br>Kitsap County<br>jbrand@co.kitsap.wa.us | <b>Dave Olson</b><br>WSDOT Design<br>OlsonDa@WSDOT@wa.gov   |
| <b>Martin Hoppe, PE, PTOE</b><br>City of Lacey<br>Transportation Manager<br>mhoppe@ci.lacey.wa.us   | <b>Bob McEwen, PE</b><br>Program Engineer<br>Snohomish County<br>Bob.mcewen@co.snohomish.wa.us                  | <b>Megan Hall, PE</b><br>Federal Highway Administration<br><a href="mailto:Megan.Hall@FHWA.dot.gov">Megan.Hall@FHWA.dot.gov</a> |
| <b>Pat O'Neill, PE</b><br>City Engineer<br>City of University Place<br>poneill@cityofup.com         | <b>Paul Bennett, PE</b><br>County Engineer<br>Lincoln County<br>paulb@co.lincoln.wa.us                          |   |

These design standards were developed with the approval and authorization of:

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Scott Zeller, PE  
Committee Chair  
Engineering Services Manager  
Headquarters Highways and Local Programs  
Washington State Department of Transportation

| Project Type                                    | Roadways      |              |            |             |                    |                       |                  |                   |                   |                     |                             |            |                |           |                     |   |
|---|---------------|--------------|------------|-------------|--------------------|-----------------------|------------------|-------------------|-------------------|---------------------|-----------------------------|------------|----------------|-----------|---------------------|---|
|   | Horiz. Align. | Vert. Align. | Lane Width | Shldr Width | Lane & Shldr Taper | Pedestrian Facilities | Cross Slope Lane | Cross Slope Shldr | Fill/Ditch Slopes | Safety Improvements | Shared Bike/Ped Facilities* | Turn Radii | I/S Sight Dist | I/S Angle | Guardrail & Barrier |   |
| Design Elements ⇨                               |               |              |            |             |                    |                       |                  |                   |                   |                     |                             |            |                |           |                     |   |
| New Construction                                | D             | D            | D          | D           | D                  | 1                     | D                | D                 | D                 | A                   | 3                           | A          | D              | A         | A                   |   |
| Re-Construction                                 | A             | A            | A          | A           | A                  | 1                     | A                | A                 | A                 | A                   | 3                           | A          | A              | A         | A                   |   |
| 3R  | AE            | AE           | AE         | AE          | AE                 | 1                     | AE               | AE                | AE                | 4                   | 3                           | AE         | AE             | AE        | 1                   |   |
| 2R  |               |              |            |             |                    | 1                     | AE               | AE                |                   | 4                   | 3                           |            |                |           | 1                   |   |
| Railroad (if roadway work included use 3R line) |               |              |            |             |                    |                       |                  |                   |                   | AE                  | 3                           |            | AE             |           | 1                   |   |
| Bridge Rehabilitation, Paint, Seismic, etc....  |               |              |            |             |                    |                       |                  |                   |                   |                     |                             |            |                |           |                     |   |
| Trails  | 3             | 3            | 3          | 3           |                    |                       | 3                | 3                 | 3                 | 3                   | 3                           | 3          |                | 3         |                     |   |
| Pedestrian Facility Improvement Projects        |               |              |            |             |                    | 1                     |                  |                   |                   |                     |                             |            |                |           |                     |   |
| Other, Interpretive Centers, etc....            | 2             | 2            | 2          | 2           | 2                  | 1                     | 2                | 2                 | 2                 | A                   | 3                           | 2          | 2              | 2         | 2                   | 2 |
| Parking Facilities                              | A             | A            | A          | A           | A                  | 1                     | A                | A                 | A                 | A                   | 3                           | A          | A              | A         | 1                   | 1 |

- Blank Cell
  - D Design Level D
  - A Design Level A
  - AE Agency Evaluate to Design Level A
  - (1) When provided, must meet current standards
  - (2) See LAG Manual chapter 62
  - (3) When provided must meet WSDOT Design Manual Chapter 1020 standards
  - (4) Refer to Safety Improvements on page 8. Mandatory Upgrade items 1 and 2, all others are AE
- \* If Facility is not used for bikes, chapter 1020 does not apply

See Using Matrices and Design Levels on Pages 3 and 4

**Non-NHS Local Agency Design Matrix**  
Table 1.1

| Project Type                                    | Cross Roads       |              |             |            |             |                    |                     |                             |
|---|-------------------|--------------|-------------|------------|-------------|--------------------|---------------------|-----------------------------|
|   | Design Elements → | Horiz. Align | Vert. Align | Lane Width | Shldr Width | Fill/ Ditch Slopes | Safety Improvements | Shared Bike/Ped Facilities* |
| New Construction                                | AE                | AE           | AE          | AE         | AE          | AE                 | 4                   | 3                           |
| Re-Construction                                 | AE                | AE           | AE          | AE         | AE          | AE                 | 4                   | 3                           |
| 3R  | AE                | AE           | AE          | AE         | AE          | AE                 | 4                   | 3                           |
| 2R  |                   |              |             |            |             |                    |                     | 3                           |
| Railroad (If roadway work included use 3R line) |                   |              |             |            |             |                    |                     |                             |
| Bridge Rehabilitation, Paint, Seismic, etc....  |                   |              |             |            |             |                    |                     |                             |
| Trails  |                   |              |             |            |             |                    |                     |                             |
| Pedestrian Facility Improvement Projects        |                   |              |             |            |             |                    |                     |                             |
| Other, Interpretive Centers, etc....            | 2                 | 2            | 2           | 2          | 2           | 2                  | 2                   | 2                           |
| Parking Facilities                              | A                 | A            | A           | A          | A           | A                  | 3                   | 3                           |

- Blank Cell (1) When provided, must meet current standards
- D Design Level D (2) See LAG Manual chapter 62
- A Design Level A standards (3) When provided must meet WSDOT Design Manual Chapter 1020
- AE Agency Evaluate to Design Level A (4) Refer to Safety Improvements on page 8. Mandatory Upgrade items 1 and 2, all others are AE

\* If Facility is not used for bikes, chapter 1020 does not apply

See Using Matrices and Design Levels on Pages 3 and 4

**Non-NHS Local Agency Design Matrix**  
Table 1.2

| Project Type                                    | Bridges           |            |             |                 |                     |             |
|---|-------------------|------------|-------------|-----------------|---------------------|-------------|
|   | Design Elements → | Lane Width | Shldr Width | Vertical Clear. | Structural Capacity | Bridge Rail |
| New Construction                                | D                 | D          | D           | D               | D                   | D           |
| Re-Construction                                 | A                 | A          | D           | D               | D                   | D           |
| 3R  | AE                | AE         | AE          | AE              | AE                  | 1           |
| 2R  |                   |            | AE          | AE              | AE                  | 1           |
| Railroad (If roadway work included use 3R line) |                   |            |             |                 |                     | 1           |
| Bridge Rehabilitation, Paint, Seismic, etc....  |                   |            |             |                 |                     |             |
| Trails  | 3                 | 3          | 3           | 3               | 3                   | 3           |
| Pedestrian Facility Improvement Projects        |                   |            |             |                 |                     |             |
| Other, Interpretive Centers, etc....            | 2                 | 2          | 2           | 2               | 2                   | 2           |
| Parking Facilities                              | A                 | A          | AE          | AE              | AE                  | 1           |

**Non-NHS Local Agency Design Matrix**  
Table 1.3

## 42.06 Roadway Geometrics

The 2004 AASHTO publication, “A Policy on Geometric Design of Highways and Streets” (Green Book) is referenced below by page number, table, or figure number for design elements of the urban and rural highway. For those design elements not specifically identified in the table below, such as crown, superelevation, design speed, number of lanes, pavement design, intersection design, vertical clearance over walkway areas, etc., designers should refer to AASHTO. The designer should read all text associated with the standards and should also consider other related tables and text. Additionally, design references are provided in the References for New Construction and Reconstruction, 3R, and 2R Standards.

| AASHTO QUICK REFERENCE GUIDE              |  |
|---|--|
| Design Elements                           | References   |
| Stopping Sight Distance                   | Stopping Sight Distance (wet pavement) Exhibit 3-1, page 112, and text on pages <u>421</u> (rural) and page <u>431</u> (urban).  |
| Passing Sight Distance                    | Single vehicle passing a single vehicle (Exhibit 3-7, page 124). Minimum passing sight distance single vehicle (Exhibit 3-7, page 124).  |
| Roadway/Approach/Departure Sight Distance | Exhibit 9-50 through 9-70, pages <u>650-678</u> , “Intersection sight distance.”   |
| Horizontal Curvature (Radius)             | <u>Pages 153 to 166</u>  |
| Vertical Sag Curves                       | <u>Exhibit 3-74 “Design Controls for Sag Vertical Curves - Open Road Conditions.” page 275. Exhibit 3-79, “Design Controls for Sag Vertical Curves”, page 277</u>  |
| Vertical Crest Curves                     | <u>Exhibit 3-71, page 271. “Design Controls for Crest Vertical Curves – Open Road Conditions.” Exhibit 3-72 and 3-73, page 272. “Design Controls for Stopping Sight Distance and for Crest Vertical Curves.” Vertical Curves Based on Passing Sight Distance.”</u> |
| Vertical Grade                            | Exhibit 6-4, page <u>423</u> , “Maximum Grades for Rural Collectors.” Exhibit 6-8, pages <u>432</u> , “Maximum Grades for Urban Collectors.”   |

### .061 Bridge Standards

| Design Elements    | References  |
|--------------------|---|
| Bridge Width       | The minimum bridge width for two-way structures is the greater of: (1) the design roadway width, or (2) the existing roadway width. |
| Loading            | HS 25-44 (for federally funded projects), others may use HS 20-44.  |
| Vehicular Railing  | AASHTO Crash Tested Rail, or Approved Crash Tested Rail.  |
| Pedestrian Railing | AASHTO.   |
| Approach Railing   | AASHTO Crash Tested Rail, or Approved Crash Tested Rail.  |
| Vertical Clearance | 16.5 feet minimum.  |

**.062 Other Standards**

| Design Elements                          | References   |
|--|--|
| Bicycle                                  | Chapter 1020 of the WSDOT <i>Design Manual</i> (RCW 35.75.060 and 36.82.145).  |
| Signing                                  | MUTCD, as modified by the Washington State Transportation Commission per RCW 47.36.030.  |
| Americans with Disabilities Act-1990 ADA | Code of Federal Regulations 28 CFR Part 36, Interim Final Rules U.S. Department of Justice. The Architectural and Transportation Barriers Compliance Board WSDOT/Standard Plan F-3 Current International Building Code, and Washington State Amendments. |
| Sidewalks                                | AASHTO Guide for Planning, Design, and Operation of Pedestrian Facilities  |
| Low Volume Roads                         | 2001 AASHTO Geometric Design of Very Low Volume Local Roads (ADT < 400)  |

**42.07 3R Projects****.071 General Discussion**

Funding restrictions and other considerations do not always allow improvement of all existing roads and streets to the standards desirable for new construction. Therefore, when pavement condition deteriorates to the level of minimal standards, a cost-effective pavement improvement is needed.

A project becomes 3R when the proposed improvement consists of resurfacing, restoration, or rehabilitation to preserve and extend the service life of the roadway, or enhances the safety of the traveling, bicycling, and/or walking public.

3R projects primarily involve work on an existing roadway surface and/or subsurface. Their purpose includes extending the service life, providing additional pavement strength, restoring or improving the original cross-section, increasing skid resistance, decreasing noise, improving the ride of the roadway, and enhancing safety.

Many factors influence the scope of 3R projects, including:

- Roadside conditions.
- Funding constraints.
- Environmental concerns.
- Changing traffic and land use patterns.
- Deterioration rate of surfacing.
- Accidents or accident rates.

Normally, all 3R improvements are made within the existing right-of-way, although acquiring right-of-way and/or easements should be considered when and where practical.

## **ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**  
(Exclusive of Appalachian Contracts)

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, Paragraph 2a is revised by deleting "helpers".

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Section VI, Records Of Material, Supplies, And Labor, is deleted.

**INVITATION TO BID  
LOCAL AGENCY'S LETTERHEAD  
DEPARTMENT OF ENGINEERING  
WASHINGTON**

Sealed bids will be received by the (Local Agency), at the reception desk located in Room \_\_\_\_\_ of the \_\_\_\_\_, Washington until \_\_\_\_\_ a.m. on \_\_\_\_\_ and will then and there be opened and publicly read for the construction of the improvement(s).

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the (Local Agency).

The right is reserved to reject any and all bids and to waive informalities in the bidding.

Maps, plans, and specifications may be obtained from this office upon payment of the amount of \$\_\_\_\_\_.

Informational copies of maps, plans and specifications are on file for inspection in the Office of the Local Agency Engineer, (Local Agency), Washington.

The following is applicable to federal aid projects.

**The (Local Agency) 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.**

The improvement for which bids will be received is described below:

\*This bolded paragraph cannot be reworded for FHWA funded projects.

Date of Award

To: — contractor —

Project Title  
FA No.  
Contract No.

This will advise that the contract for the above referenced project has been awarded to your firm at your bid price of \$ \_\_\_\_\_.

This letter shall become a contract specification at the time of award.

It is the policy of the United States Department of Transportation and the — local agency's name — that Disadvantaged Business Enterprises (DBE), as defined in the specifications for this contract, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, (except as specifically provided in the specifications for this contract) the requirements of 49 CFR 26 apply to this contract.

As contractor, you are agreeing to ensure that DBE as defined in the specifications of this contract have the maximum opportunity to participate in the performance of this contract. In this regard, you are obliged to take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure DBEs are informed of this project and given equal consideration in awarding of work. You are legally bound not to discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The award of this contract was made with the understanding that the firms listed on the DBE Utilization Certification will be performing the dollar value of work as indicated.

Prior to submitting the signed contract for execution, — Company Name — will provide the following two items:

- 1) Breakout information for all successful DBEs as shown on the DBE Utilization Certification.
  - Correct business name, federal employer identification number (if available), and mailing address.
  - List of all bid items assigned to each DBE firm, including unit prices and extensions, indicating any anticipated sharing of resources (e.g., equipment, employees, etc.)
  - Indicate partial items - specify the distinct elements of work to be performed by the DBE firms and provide a complete description of these partial items.

Note: Total amounts shown for each DBE shall not be less than the amount shown on the Utilization Certification.

This chapter is used for NHS and non-NHS routes by Local Agencies operating under Certification Acceptance (CA) and choosing to administer construction contracts themselves. For information on NHS System see Appendix 52.109 and 52.110. In the sequence of project development, this follows *Local Agency Guidelines (LAG) Manual*, Chapter 46, Local Advertising and Award Procedures.

Local Agencies whose construction contracts are administered by the Washington State Department of Transportation (WSDOT) should refer to *LAG Manual*, Chapter 51, WSDOT Administered Projects.

Title 23 USC and 23 CFR provisions apply to all NHS Federal aid projects regardless of federal funding source or approval authority. State standards may be used on non-NHS projects, except for federal requirements pertaining to contracts (bid proposal content including Davis Bacon and DBE) and procurement procedures (competitive bidding and Brooks Act).

### **52.1 General Discussion**

WSDOT is responsible for the proper expenditure of FHWA funds on Local Agency projects. Highways & Local Programs will consult and work with Local Agencies as needed and will perform systematic project management reviews to ensure that proper procedures are followed.

Except for this chapter of the LAG, construction should be administered, and materials will be inspected, in accordance with the WSDOT Construction Manual. For exceptions to *WSDOT Construction Manual*, see Appendix 52.108. In case of conflicting guidelines, this chapter governs the Construction Manual.

Refer to LAG, Chapter 62, Enhancement, Scenic Byways, and Safe Routes to School Projects, for criteria governing construction of these types of projects.

All FHWA projects are subject to Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) compliance reviews by WSDOT.

Appendix 52.105 illustrates the major timeline for construction contracts and provides more details for specification references.

### **52.2 Preconstruction Conference**

After a contract is awarded, the Local Agency should arrange a conference with the contractor. The Local Agency Engineer shall notify the Region Local Programs Engineer of the time and place of the conference.

On large, complex projects, a preconstruction conference should be held before each construction phase. It may be desirable to hold separate conferences for some specialized construction items such as paving, roadside planting, or electrical work. The preconstruction conference may include a partnering session, if appropriate. For a sample conference agenda, refer to Appendix 52.101.

The meeting should be documented and copies of the minutes transmitted to the Region Local Programs Engineer and each agency, organization, and firm that has involvement or interest in the project (see Appendix 52.102).

### 52.3 Quality Control

The quality of materials and workmanship on a project must conform to the contract specifications so that the public funds expended will have purchased a safe, economical, and fully functional transportation facility.

**.31 General.** The source for each type of material must be approved by the Local Agency prior to use. There are two submittal processes allowed by Standard Specification 1-06.1 for material approval in Washington State, the Qualified Product List and the Request for Approval of Materials (RAM). Contractors are encouraged to use one of these tools to request material approval or, if an agency has their own process established, to follow that.

The Qualified Products List (QPL) is compiled by WSDOT Materials Laboratory (Mats Lab) Documentation Section and published by WSDOT Engineering Publications. The QPL is available in hardcopy or can be accessed on the internet at: <http://www.wsdot.wa.gov/fossc/mats/QPL/QPL.cfm>. Upon request, the Region Local Programs Engineer will provide a hardcopy of the QPL.

The Request for Approval of Materials is a form distributed by WSDOT and available on the web at <http://www.wsdot.wa.gov/TA/Software/#fillin>. Look for WSDOT Form #350-071. Contractors may use this form to submit requests for approval for materials not found in the QPL. Some agencies have a similar form that is also acceptable.

Local Agencies requesting a Record of Materials (ROM) from WSDOT's Mats Lab should submit their request at the time of award to avoid delaying the contractor. The average processing time is approximately four (4) weeks.

Reimbursement of FHWA funds may be denied for work done contrary to, or in disregard of, the contract documents.

Local Agencies making improvements to National Highway System (NHS) routes with federal funding must comply with the FHWA approved qualified tester program. If a Local Agency is not certified to perform the tests, they can contact a qualified testing laboratory or their Region Local Programs Engineer to make arrangements for WSDOT to perform the testing on the project.

Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Federal Aid Project No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Reviewers: \_\_\_\_\_

**LAG Ref.**

**13 Table of Organization and CA Agreement Review:**

| <u>Action</u>           | <u>Approving Authority</u> |
|-------------------------|----------------------------|
| Design Approval         | _____                      |
| PS&E Approval           | _____                      |
| Contract Award          | _____                      |
| Contract Administration | _____                      |

**Preliminary Engineering:**

- 14.62 Project Development Checklist Date: \_\_\_/\_\_\_/\_\_\_
- 24 NEPA Approval Date: \_\_\_/\_\_\_/\_\_\_
- 43.1 Design Approved By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_
- 44.1 PS&E Approved By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_
- 44.22 Agency Supplied Materials Approved By: \_\_\_\_\_
- 44.22 Sole Source Items? Yes \_\_\_\_\_ No \_\_\_\_\_
- 21.1 Changes in Scope, Limits, Character, Cost? Yes \_\_\_\_\_ No \_\_\_\_\_
- 44.22 Tied Bids Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**Advertising and Award:**

- 46.21 FHWA Construction Authorization Date: \_\_\_\_\_
- 46.24 Advertising Dates: \_\_\_\_\_
- 46.24 Three Week Advertising Period? Yes \_\_\_\_\_ No \_\_\_\_\_
- 46.24 Affidavits of Publication in File? Yes \_\_\_\_\_ No \_\_\_\_\_
- 46.25 Bid Opening Date: \_\_\_\_\_
- 46.27 Award Date: \_\_\_\_\_
- 46.26 Award to Lowest Bidder? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Not, Explain: \_\_\_\_\_
- 46.28 Contract Execution Date: \_\_\_\_\_
- 46.28 Contract Award Amount: \_\_\_\_\_
- 46.3 Award Information Transmitted to WSDOT? Yes \_\_\_\_\_ No \_\_\_\_\_

52 First Working Day: \_\_\_\_\_ No. of Working Days: \_\_\_\_\_  
No. of Working Days Complete: \_\_\_\_\_

52.2 Preconstruction Conference Minutes Review:  
Meeting held? Yes \_\_\_\_\_ No \_\_\_\_\_  
Meeting documented? Yes \_\_\_\_\_ No \_\_\_\_\_

**44.1 Commitment File:**

24.94 Environmental and Permit Conditions Met Yes \_\_\_\_\_ No \_\_\_\_\_

**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 reviewed?  
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 goal changes 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: Yes \_\_\_ No \_\_\_
- 52.83 End of Project Materials Certification From Project Engineer to  
Approving Authority Date: \_\_\_\_\_

**44 Traffic Control**

- 44.22e TCP or K Plans in contract accepted by Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_
- 44.22e Detour included in contract? Yes \_\_\_\_\_ No \_\_\_\_\_
- 44.22e If yes, agreements included in contract? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

**31 Consultant Agreements**

- Agreement renewed prior to expiration date? Yes \_\_\_\_\_ No \_\_\_\_\_
- Fee Type? Yes \_\_\_\_\_ No \_\_\_\_\_
- Advertisements on file? Yes \_\_\_\_\_ No \_\_\_\_\_
- Selection Process on file? Yes \_\_\_\_\_ No \_\_\_\_\_

















