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Remarks: All LAG Manual holders:

To download the October 2009 *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 22 Local Agency Agreement

Added Section 22.4, Documented Cost Estimate, to clarify expectations for acceptable documented estimates.

Chapter 22 Appendices

All appendices have been renumbered.

Appendix 22.56 Sample Documented Cost Estimates

Added an appendix to provide examples of acceptable estimates.

Chapter 22 Forms

Updated forms with latest revisions.

Chapter 23 Progress Billings

Added a requirement that billings to H&LP be submitted monthly. This is a change that will impact local agencies that wait until the end of a project to submit progress billings. This change has also been added to Chapter 52, Section 52.41.

Chapter 24 Environmental Processes

A paragraph has been added to Section 24.1 requiring the next phase of a project be in the State Transportation Improvement Plan (STIP) before NEPA approval will be granted by FHWA. This change is immediate and will impact projects that have federal funding in only the construction phase of the project or only have “secured” federal funds in Preliminary Engineering or Right of Way phases. The local agency can show agency funds for subsequent phases that do not have secured federal funding in order to list the project in the STIP.

Appendix 24.123 Local Agency Environmental Classification Summary

Revised Part 4, question 2a, Critical/Sensitive Areas, to make selection of an accurate answer easier for the user.

Chapter 26 Disadvantaged Business Enterprises

In Section 26.2, changed procedure item 7B from “After Execution” to “After Award.”

Chapter 31 Using Consultants

Two changes to this chapter that are important for local agencies. The first is the addition of Testing Labs to the list of work to be performed under a Personal Services Consultant agreement. The second is a correction on page 31-14, changing the words in Section 31.31, item 4.g from “Markups are not allowed on direct “on salary” costs.” to “Markups are not allowed on direct “non salary” costs.”

Chapter 34 Highway Bridge Program

Page 34-6, Section 34.52, Bridge Replacement Design Standards, item 1 the Live Load has changed to LRFD HL 93.

Chapter 42 City and County Design for Non-NHS Routes

Section 42.1 has an added paragraph to the effect that ADA applies to all projects. On page 42-13, the reference to Standard Plan F-3 series has been changed to reference the F40 series drawings. Section 42.6, the loading reference has changed from HS 25-44 to HL 93.

Appendix 42.101 Non-NHS Design Matrix Checklists

There are various small revisions and corrections to Appendix 42.101.

Chapter 52 Local Agency Administered Projects

Added a section on Progress Estimates and their role in a Project Management Review. Added instruction that change orders that affect DBE's require concurrence from H&LP.

Additionally, all references to the *Design Manual* sections have been changed to be generic references to the *Design Manual*. WSDOT Design has completely reformatted the manual into two volumes and specific chapter references have been removed to avoid misleading our customers.

Instructions:

Chapter	Remove		Insert	
	Pages	Sheets	Pages	Sheets
Title Page	1-2	1	1-2	1
Contents	iii-iv	1	iii-iv	1
Chapter 22	22-1 – 22-4	2	22-1 – 22-4	2
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Local Agency Guidelines

M 36-63.06

October 2009

Americans with Disabilities Act (ADA) Information

Materials can be provided in alternative formats for persons with disabilities by contacting the ADA Compliance Officer via telephone at 360-705-7097 or by e-mail to Shawn Murinko at murinks@wsdot.wa.gov.

Title VI Notice to Public

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22.1 General Discussion

A Local Agency Agreement is an agreement between a local agency and the Washington State Department of Transportation (WSDOT). An agreement is prepared for each federal aid project, and it covers all phases of work involved in the project (preliminary engineering, right of way acquisition, construction). Its purpose is to ensure that the federal funds in the agreed-upon amount are spent in accordance with all applicable state and federal laws and regulations. The agreement also specifies the procedure for payment and reimbursement on the project. Appendix 22.55 is used if funds are not available for the local match.

If the federal aid participation ratio entered in the agreement is not the full amount allowed by the Federal Highway Administration (FHWA), then the participation ratio entered becomes the limit of funding allowed.

No costs are eligible for federal aid reimbursement until authorized in writing by WSDOT. This authorization is separate from the agreement

The total cost of a project (including federal, state, agency, and private funds) must be shown on the Local Agency Agreement for each phase of work that includes federal or state funds. At the time of each phase authorization, all funds necessary to complete the scope of work for that phase must be secured. Certification of secured funding must be included with all authorization requests. This certification can be in the form of an e-mail or memorandum from the local agency.

When authorizing construction, the agency's proposed advertisement date must be noted on the supplemental Local Agency Agreement, or the original LAA if construction is the first phase authorized.

All funds shown on the Local Agency Agreement must be supported by a documented cost estimate (23 CFR Part 630) that is based on an Agency's best estimate of costs. The cost estimate must demonstrate how the funds shown on the LAA were determined, and what information was used in the calculation.

22.2 Preparation Procedure

An original Local Agency Agreement signed by the approving authority must be submitted by the local agency to the Regional Highways and Local Programs Engineer when the Project Prospectus (Chapter 21) is submitted. This agreement form will be retained by WSDOT. It is the responsibility of the local agency to submit an additional agreement form or a copy if they need an executed agreement for their files. To allow sufficient time for WSDOT review and execution, these documents should be submitted well in advance of the time when federal reimbursement is desired.

Agreements containing errors will be returned to the local agency for correction. Any changes must be initialed by the approving authority (Chapter 13). To avoid this delay, the agency should check all figures prior to submittal, and if in doubt, request assistance from the Regional Highways and Local Programs Engineer.

An agreement form (WSDOT Form 140-039) is contained in Appendix 22.51, with instructions for completing it in Appendix 22.52. Local agency cost estimates for each phase of a project are entered on the form, as well as the project name, length, termini, description, and method of construction financing. These methods are described in Appendix 22.52.

Local agency resolutions or ordinances that may be needed are discussed in Appendix 22.52.

22.3 Supplemental Agreement

Funds requested beyond the amount set forth in a Local Agency Agreement will require execution of a Supplemental Agreement.

Changes to the project funding must be made in accordance with this manual (see Chapter 12) and must be accompanied by documented cost estimates for phases already authorized or seeking authorization (23 CFR Part 630).

A Supplemental Agreement form (WSDOT Form 140-041) is shown in Appendix 22.53, and instructions for completing it are given in Appendix 22.54. Like the original agreement form, the Supplemental Agreement form requires information about the project's name, length, termini, description, and funding.

22.4 Documented Cost Estimate

A documented cost estimate is an itemized estimate of costs broken down by phase for a project. Preliminary Engineering estimates can be based on a percentage of historical construction costs, or based on historical labor and equipment needs used to complete similar design efforts. Right of way estimates will be the right of way project funding estimate (Appendix 25.143) or true cost estimate (Appendix 25.144). Construction estimates will be the engineer's estimate, including Construction Engineering (CE) costs (Appendix 25.56). Bid tabulations, or award data may be used to justify increases when completing Supplemental Agreements.

Acceptable references for building a documented estimate may be historical construction costs, estimates from recent similar work, WSDOT Unit Bid Analysis, or other estimating methods. A cost estimate must be provided for each phase shown on the Local Agency Agreement, including preliminary engineering. Estimates for the Construction Phase should include funds for Construction Engineering (CE) in addition to the Engineer's Estimate.

When submitting a cost estimate with a Supplemental Agreement please provide a brief statement explaining what costs changed since the original Local Agency Agreement was created. Bid tabulations or award data may be used to justify Supplemental Agreement increases for construction phases of a project.

22.5 Appendices

- 22.51 Local Agency Agreement
- 22.52 Instructions for Preparing Local Agency Agreement
- 22.53 Local Agency Agreement Supplement
- 22.54 Instructions for Preparing Local Agency Agreement Supplement
- 22.55 Sample Withholding Resolution for Construction Financing Method B
- 22.56 Sample Documented Cost Estimates

22.6 Forms

- DOT 140-039EF Local Agency Sample Agreement
- DOT 140-041EF Local Agency Sample Agreement Supplement



Local Agency Agreement

Agency _____
 Address _____

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name _____ Length _____
 Termini _____

Description of Work

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

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

- 1. Preliminary engineering.
- 2. Right of way acquisition.
- 3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as 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.

Additional Provisions

- .01 **Agency Name and Billing Address.** Enter the Agency of primary interest which will become a party to the agreement.
- .02 **Project Number.** Leave blank. This number will be assigned by WSDOT.
- .03 **Agreement Number.** Leave blank. This number will be assigned by WSDOT.
- .04 **Project Description.** Enter the project name, total length of the project, and a brief description of the termini.

Example: (Name) Regal Road; (Length) 0.52 miles (0.84 km); (Termini) Tuscan Road to approx. 250 feet (76.2 m) south of Michan Road.

Below “Description of Work,” enter a brief outline of the major items of work to be performed. Examples: (a) “Widening, channelization, curbs, gutters, illumination, and traffic signals.” (b) “Right of way will be acquired by Agency forces.” If the Local Agency Agreement is for the authorization of construction, the project’s proposed advertisement date must be included along with the description of work.

.05 **Type of Work and Funding.**

- a. **PE.** Lines a through d show Preliminary Engineering costs for the project by type of work.

*Federal aid participation ratio for PE — enter ratio for PE lines with amounts in column 3.

Line a — Enter the estimated amount of agency PE in columns 1 through 3.

Line b & c — Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.

Line d — State Services. Every project must have funding for state services. Secure an estimate from the Region Local Programs Engineer and enter in columns 1 through 3.

Line e — Total of lines a + b + c + d.

- b. **Right of Way.** If Right of Way is acquired on the project, the appropriate costs are shown in lines f through h.

*Federal aid participation ratio for R/W — enter ratio for R/W lines with amounts in column 3.

Line f — Enter the estimated amount of agency work in columns 1 through 3.

Line g & h — Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.

Line i — State Services. If state services are required in the acquisition, enter the estimated amounts in columns 1 through 3.

Line j — Total of lines f + g + h + i.

c. **Construction.**

*Federal aid participation ratio for CN — enter ratio for CN lines with amounts in column 3.

Line k — Enter the estimated cost of the contract.

Lines l & m & n — Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.

Line o — Enter estimated costs of all construction related agency work.

Line p — State force. Every project must have funds set up for state force work. Contact the Region Local Programs Engineer for an estimate and record in columns 1 through 3.

Line q — Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

Line r — Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the full amount allowed by FHWA, then the participation rate entered becomes the maximum amount allowed.

.06 **Signatures.** An authorized official of the local agency signs the agreement, and writes in their title.

.07 **Method of Construction Financing.** Choose the method of financing the construction portion of the project.

- a. Method “A” is used when the state administers the contract for the agency. At the time of contract award, the state will direct the agency to deposit with the state an advance in the amount of the agency’s share of the total construction costs (based on the actual contract award rather than the amount listed in the agreement). If this works a hardship on the agency, a smaller sum may be negotiated through the Region Local Programs Engineer.
- b. Method “B” is also used when the state administers the contract for the agency. At the time of award, the state will notify the agency that withholding of its monthly fuel-tax allotments is to commence in accordance with the terms specified on the face of the agreement. The agency will specify the number of months over which allotments will be withheld. This period is not to exceed the length of the construction phase of the project. The monthly withholding amount is calculated by dividing the number of months into the total construction cost of the project entered in Column 2, line q of the ESTIMATE OF FUNDING box.

c. Method “C” is used with projects administered by the local agency. The agency may pay all costs on the project pending federal reimbursement, or submit billings through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio.

.08 **Resolutions/Ordinances.** When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.

When using Method “B” for construction financing, the local agency officials must execute a Resolution/Ordinance in the form of Appendix 22.55 authorizing the withholding of funds from the monthly fuel-tax distribution. The Local Agency Agreement becomes the Resolution/Ordinance which specifies the amount and the months of withholding. Submit a copy of this Resolution/Ordinance with the agreement.

.09 **Parties to the Agreement.** Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by the Assistant Secretary for Highways and Local Programs. The agreement is dated at the time of final execution by the Department.



Washington State
Department of Transportation

Local Agency Agreement Supplement

Agency _____		Supplement Number _____
Federal Aid Project Number _____	Agreement Number _____	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on _____
 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:

Project Description

Name _____ Length _____
 Termini _____

Description of Work No Change

Reason for Supplement

Does this change require additional Right of Way or Easements? Yes No

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

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official _____

Washington State Department of Transportation

By _____ By _____

Title _____ Director of Highways and Local Programs

_____ Date Executed _____

DOT Form 140-041 EF
Revised 1/2007

WSDOT Form 140-041
Local Agency Agreement Supplement

- .01 **Agency.** Enter the agency name as entered on the original agreement.
- .02 **Supplemental Number.** Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
- .03 **Project Number.** Enter the federal aid project number assigned by WSDOT on the original agreement.
- .04 **Agreement Number.** Enter the agreement number assigned by WSDOT on the original agreement.
- .05 **Execution Date.** Enter date the original agreement was executed on.
- .06 **Project Description.** Enter the project name, length, and termini.
- .07 **Description of Work.** Clearly describe if there is a change in work. If the work has not changed, put a check mark in the “No Change” box.
- .08 **Reason for Supplement.** Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount, etc. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included with the Reason for Supplement.
- .09 **Type of Work and Funding.** Complete this section in the manner described in Appendix 22.52, Paragraph .05.
 - a. Column 1. Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts from column 3 of the last supplemental agreement.
 - b. Column 2. Enter additional amounts requested.
 - c. Column 3. Add the amounts in columns 1 and 2.
 - d. Columns 4 and 5. Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
- .10 **Signatures.** An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Regional Highways and Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file.

Sample Withholding Resolution for Construction Financing Method B

ORDINANCE/RESOLUTION NO. _____

WHEREAS, under and by the virtue of the terms of that certain Agreement and entered into by and between the Local Agency of _____, hereinafter designated as the "LOCAL AGENCY" and the State of Washington, acting through its Department of Transportation and the Secretary thereof, under the date of _____, 20 _____, the State will act as agent for the LOCAL AGENCY in the participation of said LOCAL AGENCY with the Federal Highway Administration under the provisions of the Federal-aid Highway Title 23 United States Code for the construction of Federal-aid Project No. _____, copy of which Agreement is hereunto attached, now referred to and by such reference incorporated herein and made a part hereof, now, therefore,

BE IT HEREBY RESOLVED that said Agreement be and the same is hereby ratified and approved; and

BE IT FURTHER RESOLVED that authorization is hereby granted for the reservation of amount of _____ Dollars (\$ _____) from monthly fuel tax allotments, being an amount not in excess of the money reasonably anticipated to accrue to the LOCAL AGENCY in the Motor Vehicle Fund during the current or future biennium(s) as the balance of the estimated participating share and costs of the LOCAL AGENCY in the above mentioned project, for the use of the Secretary of Transportation to defray the costs incurred in the performance of the aforesaid requested work; and upon completion of the aforesaid work, payment having been made therefor, and a statement having been furnished to the LOCAL AGENCY, authorization is made to release to the LOCAL AGENCY any unexpected balance of the amount reserved by this Ordinance/Resolution.

BE IT FURTHER RESOLVED that the (Director of Public Works, Local Agency Engineer, other Agency official) is hereby authorized to establish the months in which the withholding shall take place and the exact amount to be withheld each month up to _____ percent over the amount indicated for construction in this Agreement as determined by open competitive bidding, at contract award.

Dated this _____ day of _____, 20 _____.

(SEAL)

Attest:

_____ Clerk

Documented Cost Estimate for Preliminary Engineering

Agency Cost through Dec. 31, 2008	\$16,144
Additional PE Agency Cost for 2009	
• PS & E Review	3,500
• Prepare Bid Documents	2,000
• Advertisement Process	<u>2,000</u>
	\$23,644
 Agency PE Cost Estimate	 \$24,000
 Consultant PE Cost Estimate ((\$53,169 per consultant agreement)	 \$54,000

Documented Cost Estimate for Construction

Construction Cost Estimate	\$420,385
Agency Construction Engineering (25%)	<u>\$105,096</u>
	\$525,481
Agency Construction Estimate	\$525,000
State Construction Engineering Estimate	\$ 50,000
 Total Construction Cost Estimate	 \$575,000

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PS&E ESTIMATE

No.	Item Description	Unit	Amt.	Unit Costs	Item Cost	% of total
PREPARATION						
1	Mobilization	L.S.	L.S.	L.S.	\$ 42,000	10.0%
2	Clearing and Grubbing	L.S.	1	3,000	\$ 3,000	0.7%
3	Remove Exist. Bridge	L.S.	1	30,000	\$ 30,000	7.1%
GRADING						
4	Roadway Excavation Incl. Haul	C.Y.	419	25	\$ 10,475	2.5%
5	Gravel Borrow Incl. Haul	C.Y.	138	15	\$ 2,070	0.5%
6	Embankment Compaction	C.Y.	73	5	\$ 365	0.1%
STRUCTURE						
7	Structure Excavation Class A Incl. Haul	C.Y.	177	50	\$ 8,850	2.1%
8	Shoring or Extra Excavation Cl. A	L.S.	1	17,000	\$ 17,000	4.0%
9	Gravel Backfill For Walls	C.Y.	12	50	\$ 600	0.1%
10	Epoxy-Coated St. Reinf. Bar For Bridge	LB	391	2.00	\$ 782	0.2%
11	Steel Reinforcing Bar for Bridge	LB	6,734	2.00	\$ 13,468	3.2%
12	Deficient Strength Conc. Price Adjustment	Dol.	1		\$ -	0.0%
13	Superstructure - Schmid Road Bridge	L.S.	1	130,000	\$ 130,000	30.9%
14	Concrete Class 4000 for Bridge	C.Y.	61	800	\$ 48,800	11.6%
15	Traffic Barrier	L.F.	107	200	\$ 21,400	5.1%
16	Membrane Waterproofing	S.Y.	106	50	\$ 5,300	1.3%
SURFACING						
17	Gravel Base	Ton	634	25	\$ 15,850	3.8%
18	Crushed Surfacing Base Course	Ton	190	50	\$ 9,500	2.3%
HOT MIX ASPHALT						
19	Asphalt Conc. Pavement Cl. A	Ton	145	175	\$ 18,375	4.4%
20	Asphalt Cost Price Adjustment	Dol.	1		\$ -	0.0%
EROSION/WATER POLLUTION CONTROL						
21	ESC Lead	Day	20	300	\$ 6,000	1.4%
22	Seeding Fertilizing and Mulching	L.S.	1	3,000	\$ 3,000	0.7%
23	Silt Fence	L.F.	160	5	\$ 800	0.2%
24	TESC	L.S.	1	8,000	\$ 8,000	1.9%
TRAFFIC						
25	Beam Guardrail Non-Flared Terminal	Each	3	2,500	\$ 7,500	1.8%
26	Beam Guardrail Transition Type 1	Each	3	2,000	\$ 6,000	1.4%
27	Permanent Signing	L.S.	1	1,000	\$ 1,000	0.2%
28	Project Temporary Traffic Control	L.S.	1	5,000	\$ 5,000	1.2%
OTHER ITEMS						
29	Water	M. Gal	10	125	\$ 1,250	0.3%
30	Trimming and Cleanup	L.S.	1	2,000	\$ 2,000	0.5%
31	SPCC	L.S.	1	2,000	\$ 2,000	0.5%
CONTRACT ITEM TOTAL					420,385	100.0%

2/4/2009

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ITS Improvements and Incident Management
90% Design - Engineer's Cost Estimate and Bid Items

Item No.	Item Description	Unit	Unit Price	Quantity	Total Cost
	SPCC Plan	LS	\$800	1	\$800
	Mobilization	LS	\$3,500	1	\$3,500
	Project Temporary Traffic Control	LS	\$10,000	1	\$10,000
	Flaggers and Spotters	HR	\$40	200	\$8,000
	Removal of Structures and Obstructions	LS	\$3,500	1	\$3,500
	Temporary Water Pollution/Erosion Control	LS	\$1,200	1	\$1,200
	Traffic Signal Cabinet Modification - SE 7th St./SE Chkalov Dr.	LS	\$15,000	1	\$15,000
	Communications Equipment	LS	\$50,800	1	\$50,800
	Loose Tube Fiber Optic Cable (48 Fiber)	LF	\$5.60	6270	\$35,112
	Loose Tube Fiber Optic Cable (6 Fiber)	LF	\$3.55	4470	\$15,869
	Fiber Optic Communication Cable Splicing	LS	\$3,500	1	\$3,500
	Fiber Optic and Copper Communication Testing and Integration	LS	\$8,000	1	\$8,000
	Trenching, Conduit, Junction Box and Aerial System	LS	\$114,701	1	\$114,701
	Directional Boring	LS	\$12,160	1	\$12,160
	Variable Message Sign System	LS	\$160,000	1	\$160,000
				TOTAL	\$442,142

CONSTRUCTION CONTRACT	\$442,142
TOTAL ESTIMATED CONSTRUCTION CONTRACT	\$442,142
<hr/>	
Construction Engineering and Inspection	\$83,000.00
State Services	\$5,000.00
TOTAL ESTIMATED PROJECT COST	\$530,142

2009 SIDEWALK IMPROVEMENTS
 FEDERAL AID PROJECT NO. STP-
Preliminary Engineers Estimate of Probable Costs
Low Range of Costs

Sidewalk Improvements

Work for each item in this schedule shall be in accordance with the Specification Reference listed for each item below.

Item No.	Description of Item Write In Unit Price in Words	Plan Quantity	Unit of Quantity	Unit Price Dollars & Cents	Total Price Dollars & Cents
1	Mobilization per lump sum	1	LS	NA	\$ 110,000.00
2	Type A - Cement Concrete Curb and Gutter Project Length Minus Northern 2,500 feet per linear feet	5314	LF	\$ 25.00	\$ 132,850.00
3	Cement Concrete Sidewalk - 4" Depth Project Length (6 feet wide) per square yard	5209	SY	\$ 45.00	\$ 234,405.00
4	Cement Concrete Sidewalk/Driveway Approach - 6" Depth Every 100 Feet Along Project Length per each	78	EA	\$ 2,500.00	\$ 195,000.00
5	Cement Concrete Sidewalk Ramp - Type 2 Each Intersection per each	28	EA	\$ 1,500.00	\$ 42,000.00
6	Sawcut Asphalt Pavement Along Curb & Gutter per linear feet	5314	LF	\$ 2.00	\$ 10,628.00
7	Hot Mix Asphalt - (Commercial HMA) 2' Wide by 3" Deep Along Curb & Gutter per ton	300	TN	\$ 200.00	\$ 60,000.00

**2009 Sidewalk Improvements
 SUMMARY**

Description of Item	Total
Sidewalk Improvements	\$ 854,883.00
Non-Specified Items	20% \$ 170,976.60
	7.7 % Tax \$ 78,991.19
	Subtotal Construction Cost \$ 1,104,850.79
Design and Inspection	20% \$ 220,970.16
TOTAL PROJECT COST	\$ 1,325,820.95

Cost and Schedule Updates

Budget-Level Costs

A summary of the updated estimated budget-level costs for design and construction of the preferred Grade Separation is provided in Table 5. An updated detailed cost estimate and quantity summary is provided in Appendix B. The estimated costs include a 25% contingency and were developed assuming 2008 unit prices. Project construction costs have been escalated to the assumed year of construction as indicated assuming a 3% per year cost escalation factor, as directed by the City.

TABLE 5. PRELIMINARY BUDGET-LEVEL COST ESTIMATE
Preliminary cost estimate for the preferred alternative

Item No.	Description	Cost (Rounded)
M Street SE Grade Separation		
	Roadway and Civil Work	\$ 3,020,000
	Drainage and Utility Relocations	\$ 785,000
	Railroad Embankment and Track Work	\$ 2,465,000
	Structures and Retaining Walls	\$3,420,000
	Construction Subtotal	\$ 9,690,000
	Mobilization/Demobilization/General Conditions	10% \$ 970,000
	Subtotal	\$ 10,660,000
	Escalation (3%, 2011 Construction)	\$ 990,000
	Subtotal	\$ 11,650,000
	Contingency	≈ 30% \$ 3,550,000
	Construction Engineering, Review, Permits	\$200,000
	Construction Total	\$ 15,400,000
	Pre-Design (Completed in 2002)	\$ 250,000
	Design Engineering*	\$ 2,000,000
	Environmental Documentation/Permitting*	\$ 151,000
	Right-of-Way	\$ 4,580,000
	Total Estimated Project Cost	\$ 22,381,000

* Includes consultant's contract for design and environmental services and the City's costs that were estimated using experiences on similar design efforts. Total estimated PE Costs = \$2,151,000 (not including pre-design efforts)

PRE-DESIGN REPORT UPDATE
FEBRUARY 2009



Local Agency Agreement

Agency Clark County
 Address P. O. Box 9810
Vancouver, WA 98666-9810

CFDA No. **20.205**
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name NE Ward Road Length 1.20 Miles
 Termini SR 5000 to NE 162nd Avenue

Description of Work

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
_____ % a. Agency	82,000.00	11,070.00	70,930.00
b. Other Consultant	469,000.00	63,315.00	405,685.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00	135.00	865.00
e. Total PE Cost Estimate (a+b+c+d)	552,000.00	74,520.00	477,480.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	552,000.00	74,520.00	477,480.00

Agency Official

Washington State Department of Transportation

By _____
 Title _____

By _____
 Director of Highways and Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project. PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as 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.

Additional Provisions



**Washington State
Department of Transportation**

Local Agency Agreement Supplement

Agency Thurston County Roads & Transportation Services		Supplement Number 1
Federal Aid Project Number BRS U340(003)	Agreement Number LA 2282	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on _____
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:

Project Description

Name Martin Way Bridge M-14 Length 0.10 Miles

Termini MP 6.99 to MP 7.09

Description of Work No Change

Reason for Supplement

Request for additional PE funds for consultant services. Request construction funding.

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
_____ % a. Agency	34,400.00	-12,400.00	22,000.00	4,400.00	17,600.00
b. Other Consultant	15,000.00	44,365.00	59,365.00	11,873.00	47,492.00
c. Other					
Federal Aid Participation d. State	1,000.00		1,000.00	200.00	800.00
Ratio for PE e. Total PE Cost Estimate (a+b+c+d)	50,400.00	31,965.00	82,365.00	16,473.00	65,892.00
Right of Way					
_____ % f. Agency					
g. Other					
Federal Aid Participation h. Other					
Ratio for RW i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
k. Contract		757,000.00	757,000.00	151,400.00	605,600.00
l. Other					
m. Other					
n. Other					
_____ % o. Agency		76,000.00	76,000.00	15,200.00	60,800.00
Federal Aid Participation p. State		23,000.00	23,000.00	4,600.00	18,400.00
Ratio for CN q. Total CN Cost Estimate (k+l+m+n+o+p)		856,000.00	856,000.00	171,200.00	684,800.00
r. Total Project Cost Estimate (e+j+q)	50,400.00	887,965.00	938,365.00	187,673.00	750,692.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____ By _____

Title _____ Director of Highways and Local Programs

Date Executed _____

DOT Form 140-041 EF
Revised 1/2007

Chapter 23 Progress Billing (Reimbursement Costs)

23.1 General Discussion

All progress billings shall be submitted to the Region Local Programs Engineer by the local agency in accordance with the terms of the Local Agency Agreement (Chapter 22). Billings will not be accepted before the Local Agency Agreement is executed and authorization in writing has been received from the Washington State Department of Transportation (WSDOT).

The execution of the Local Agency Agreement does not constitute approval of federal funds. This authorization from WSDOT is separate from the Local Agency Agreement.

The Local Agency Agreement, when completed, establishes a work order account which permits billing to the project. The Work Order Accounting Plan (WOAP) and the work order ledger may be seen at the region office where the Region Local Programs Engineer can answer questions pertaining to these items.

WSDOT assigns a contract number on all federal aid construction projects. This number identifies the project. It should be used in addition to the federal aid project number when corresponding with WSDOT.

23.2 Billing Procedures for Local Agency Ad and Award and Agency Force Work

Once the Highways and Local Programs has executed the Local Agency Agreement and WSDOT has given the local agency written authority to proceed, the agency submits progress billings monthly for each phase of work. Any work that is performed before the official authorization date does not qualify for federal participation. Progress billings are submitted as follows:

1. Highways and Local Programs sends the local agency the original fund authorization letter.
2. The agency submits a request for payment to the Region Local Programs Engineer in accordance with the Local Agency Agreement. The first federal aid request for payment (PPC2; Appendix 23.71) must include the first date expenditures were actually incurred on the project.

All payment requests must be substantiated by the required standard documentation established in the *LAG Manual*, *Construction Manual*, requirements of the contract documents and as defined by FHWA and must be available for review.

All payment requests, including the final request for payment may be submitted by hard copy or electronically via e-mail. (Contact the Region Local Program Engineer.)

The form must be completed in accordance with the instruction outlined in Appendix 23.72.

23.3 Billing Procedures for State Ad and Award

Progress billings are submitted as follows:

- Requests for payment from contractors are submitted to the Regional Administrator in accordance with the Local Agency Agreement.
- The requests will be processed in the region using standard WSDOT procedures.

23.4 Number and Timing of Submittals

Progress billings will be numbered sequentially and submitted monthly.

If the billing is prepared properly, payment should normally be received within three weeks of submittal. If payment is not received within one month, the agency should contact the Region Local Programs Engineer.

23.5 Identification of Federal Aid Participating and Nonparticipating Charges

Costs are eligible for Federal Highway Administration (FHWA) federal participation if claimed in accordance and in compliance with 23CFR and OMB Circular A-87.

No costs may be claimed for reimbursement if incurred prior to FHWA authorization to proceed with the work. All work must be programmed with FHWA.

All local governments that claim indirect costs to a FHWA project must prepare an Indirect Cost Rate Proposal (ICRP) and retain it for audit. The ICRP must be prepared in accordance with the instructions and regulations outlined in the federal Office of Management and Budget (OMB) Circular A-87. If the local government has been assigned a federal cognizant agency by OMB, they must submit their ICRP to their federal cognizant agency for review and approval in accordance with the federal requirements. If the local government has not been assigned a federal cognizant agency, they are required by the federal regulations to keep all records and supporting documentation used in developing their ICRP and to make it available for inspection by the auditors at the time of the audit.

Some costs have been deemed ineligible for federal participation. Ineligible costs include equipment purchase and repair (unless specifically approved by FHWA) and those costs unallowable under OMB Circular A-87.

.51 Participating Functions. Classifications of work programmed with FHWA and eligible for federal aid:

- a. Preliminary Engineering.** The work of locating and designing, making surveys and maps, sinking test holes, making foundation investigations, preparing plans, specifications and estimates, centerline, right of way plan preparation and other related preliminary work and incidental construction staking, to the extent such staking is necessary to review construction plans, and related general engineering preparatory to the letting of a contract for construction. The work may also include traffic counts, studies undertaken to determine traffic demands, holding of public hearings, preparation of right of way cost estimates, legal, and other costs incidental to the location and design of a highway project necessitating the acquisition of right of way thereon up to but not including the appraisal of individual parcels for acquisition purposes.

These engineering costs are generally incurred prior to the date of construction PS&E approval or the date construction plan changes are completed prior to the beginning of construction. The date of contract award is the cutoff for charging to preliminary engineering.

- b. Acquisition of Rights of Way.** The continuation of preparation of right of way plans; appraisal for parcel acquisition; review of appraisals; preparation for and trial of condemnation cases; management of properties acquired; furnishing of relocation advisory assistance; and other related labor expenses.
- Excess land (appraised value) including uneconomic remnants.
 - Improvements (appraised salvage value).
 - Right of way acquired after certification by the local agency that right of way necessary for a designated federal aid highway project has been acquired.
 - Judgments in condemnation cases not appealed when the attorney's closing report indicates a basis for appeal. The amount in excess of the review appraiser's determination of value is nonparticipating.
 - Landowners:
 - Attorneys' fees;
 - Witness fees;
 - Expert witness fees; or
 - Similar costs to a landowner based on value of the services rendered to him which are paid by the local agency in connection with acquisition of rights-of-way, regardless of whether such costs are included in court judgments or court costs in litigated condemnation cases, e.g., statutory evaluation allowance.

- c. **Construction Engineering.** The work of supervising construction activities; the inspection of construction and related mechanical aspects (e.g., staking necessary to review construction plans together with those staking activities necessary for the local agency to control construction operations); testing of materials incorporated into construction, checking shop drawings and measurements for and preparations of progress and final estimates, and as-built drawings. Construction engineering costs are generally incurred only after approval of the PS&E, a contract number is issued, and also incurred prior to:
- Completion date of the final contract pay estimate and its submission to the contractor;
 - The final date of charges for required material testing; or
 - Completion date of the separation of contract cost by code type, location, etc., whichever is applicable to that portion of the construction engineering phase involved.
- d. **Highway Planning.** The orderly and continuing assembly and analysis of information about highways, such as the history of highway development and their extent, dimensions and conditions, use, economic and social effects, costs, and future needs.
- e. **Research and Development.** The search for more complete knowledge of the characteristics of the highway system and the translation of the results of research into practice.
- f. **Administrative Settlement Costs-Contract Claims.** Services related to the review and defense of claims against federal aid projects.
- g. **Miscellaneous Functions.** Costs incurred for other activities which are properly attributable to, and for the benefit of, federal aid projects but are not assignable to any of the previously defined functions.
- h. **Construction Costs Other Than Contractor Payments.**
- Royalty expenses for material furnished by the local agency that are used by the contractor.
 - Temporary signs, traffic control labor, traffic control devices, and temporary illumination furnished by the local agency. The initial basic cost of traffic control devices purchased for use on the project is an authorized participating cost.
 - Work performed by local forces.

.52 Standards for Selected Items of Costs. The following are standards for determining the allowability of selected items of cost. In general, costs must be reasonable, necessary, and allocable to the specific project. The allowability of the selected items of cost is subject to the general policies and principles stated above.

a. Salaries and Wages.

1. Subject to appropriate authorization requirements, federal funds may participate in the cost of salaries, wages, and related payroll expenses incurred for periods of time public employees are actively engaged, either directly or indirectly, in project-related activities.
2. Salaries, wages, and related payroll expenses of a local agency for maintenance, general administration, supervision and other overhead are not eligible for reimbursement.

b. Travel and Transportation.

1. Federal funds may participate in the cost of commercial transportation, privately owned automobiles, and per diem or subsistence essential to the completion of the project and is performed in accordance with prescribed procedures.
2. Reimbursement may be made for use of privately owned automobiles and per diem or subsistence incurred in conformance with the established reimbursement policy of the local agency.

c. Employee Leave and Holidays.

1. A local agency may claim reimbursement for the costs of leave, e.g., annual, sick, military, jury, etc., that is earned, accounted for, and used in accordance with established procedures. The cost of such leave must be a liability of the local agency, must be equitably distributed to all activities, and the pro rata costs distributed to a federal aid project must be representative of the amount that is earned and accrued while working on the project.
2. Compensatory leave granted by a local agency in lieu of payment of overtime to eligible employees may be claimed for reimbursement if accrued and granted under established policies on a uniform basis. Such leave costs must meet the criteria discussed in paragraph (a) of this section.
3. Costs for other leave of a similar nature which may be peculiar to a specific local agency may also be reimbursed provided it meets the criteria set forth in paragraph (a) of this section.

d. Social Security, Retirement, and Other Payroll Benefits.

1. Federal funds may participate in allocable costs incurred for social security, retirement, group insurance premiums, and similar items applicable to salaries and wages of public employees engaged in work in federal aid projects.
2. The costs for such benefits must be a liability of the local agency and must meet the criteria set forth in paragraph 1 of c above.

.53 Utility Relocations, Adjustments, and Reimbursement. Federal participation is subject to the provisions of 23 CFR part 645, subpart A.

.54 Reimbursement for Railroad Work. Costs must be incurred per 23 CFR part 646, subpart B and will be reimbursed in accordance with 23 CFR part 140, subpart I.

.55 Other Costs Allowable Subject to FHWA's Approval. Although some category of expenditures are not mentioned specifically in Part 140, "Reimbursement," of 23 CFR as eligible for federal participation, should the local agency wish to seek federal participation it is allowed to request approval from the FHWA prior to billing. The expenditures that relate to the federal aid project should be well identified through proper documentation.

.56 Other Unallowable Costs. Other unallowable costs include those costs identified in OMB circular A-87.

23.6 Billing Reviews

Each year construction projects are selected for "Billing Reviews." These reviews are conducted at the agency and include representatives of FHWA, WSDOT Highways and Local Programs, and the local agency. One or more progress bills for the selected project will be reviewed for compliance with documentation standards established in the *LAG Manual, Construction Manual*, requirements of the contract documents, and as defined by FHWA. During a billing review, the agency must have all the required backup documentation necessary to support the invoice. The documentation must be available and filed in a way that is easy for the reviewers to locate.

At the conclusion of the review, a report is generated by FHWA and issued to WSDOT Highways and Local Programs. The report will include descriptions of the items reviewed, the backup documentation located in the files to support the payments, and a "Supported or Unsupported" finding for each item. Any "unsupported" payment findings are considered improper payments which may require corrective action and possible repayment of federal funds. Highways and Local Programs provides a copy of the report to the agency and identifies any findings.

23.7 Appendices

23.71 Sample Form PPC2, "Federal Aid Request for Payment"

23.72 Instructions for Completing Form PPC2

Sample Form PPC2 Federal Aid Request for Payment

Appendix 23.71

Federal Aid Progress Billing

Address	Progress Bill No: _____
Fed Tax ID No.	Final Progress Bill#: _____
Agency Use:	Billing Period from: _____ through: _____

Federal Aid Project: _____	LA _____
Agreement Number: _____	
Last Supplement: _____	
Project Title: _____	

	1	2	3	4	5	6	7	8
	Total Eligible This Period	Total Eligible To Date	Participation Rate	Amount Claimed This Period <i>Col 1 x Col 3</i>	Amount Claimed Prior Periods	Total Claimed To Date <i>Col 4 + Col 5</i>	Amount Authorized Per Agreement	Remaining Federal Funds <i>Col 7 - Col 6</i>
<u>PE</u>				0.00		0.00		0.00
<i>Total Preliminary Engineering</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<u>RW</u>								
<i>Total Right of Way</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<u>CN</u>								
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
<u>CE</u>								
<i>Total Construction</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT	0.00	0.00		0.00	0.00	0.00	0.00	0.00

Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, have been incurred and are eligible for the purposes specified; also, that no other claims have been presented to, or payment made by, the State of Washington for those costs.

Signee _____	Title _____	Date _____	Approved by Regional Local Programs Office _____ Date _____
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Revised 09/2008

I Appendix 23.72 *Instructions for Completing Form PPC2*

This form only reflects the amounts claimed and authorized for payment to the local agency. It does not include costs for state services.

Distribution of Form

After the Fund Authorization letter is received by the agency, a blank PPC2 form should be filled out for the first progress billing. Highways and Local Programs will mail subsequent progress billing forms to the agency when payment for the previous billing is made.

Funding Set Up

The amount of federal funding set up for a project is based on the local agency agreement. The funding set up for each line item is shown in column (7). Column (7) should be compared with column (6) to ensure that the amounts requested are within the funding amount set up by the local agency agreement.

Payments will not be made in excess of the amount in column (7). If the amount in column (6) exceeds the amount shown in column (7), a supplement to the local agency agreement must be submitted to reflect the revised cost before payment can be made.

Exception: On a progress bill marked as Final, the amounts in column (6) may exceed the amounts in column (7), provided the total of column (6) does not exceed the total of column (7). Only one billing will be accepted as final.

Data Required to Request Payment

As a minimum, only those line items for which payment is being requested need to be coded. The other lines can be left blank. The agency's Federal Tax ID is always required.

Coding Instructions

The PPC2 is arranged in the same manner as the local agency agreement though not all lines from the local agency agreement are shown on the PPC2. The lines for state services are not included because state costs are billed separately. Since the state services are not shown, the totals for PE, R/W, and Construction shown on the PPC2 will not agree with those shown on the local agency agreement. The PPC2 totals will reflect the total amount available to the local agency based on the local agency agreement.

The top portion of the form includes project identification information that will automatically appear on each progress billing. This information includes: Agency, Agreement No., Federal Aid No., Title, Progress Bill No., and Billing Period. Please provide actual dates for the current billing period and indicate

whether the billing represents a final voucher for PE, R/W, or Construction in the spaces provided. Enter the estimated amount of project completion in percent for the applicable phase.

A space has been provided for an “Agency Billing Identification” number. This eight character item is for the agency’s use and is not required to receive payment. You may enter any combination of alphabetic and numeric symbols. This number will be used to identify each billing on the Vendor’s Remittance Advice which is transmitted to agencies receiving Electronic Fund Transfers (EFT). The number will appear in the “Invoice Number” block on the Vendor’s Remittance Advice.

- Line a — Agency work for PE.
Eligible PE cost incurred by the local agency.
- Line b-c — Other — For PE
Same as shown on agreement, usually consultant cost paid by local agency.
- Line e — Total PE Cost Estimate. This is the total amount claimed and authorized for payment to the local agency within the PE phase.
Column (7) on this line shows the total amount of funds set up for the local agency based on the latest version of the Local Agency Agreement. It does not include (line d) state services.
- Line f — Agency Work for R/W
Eligible R/W cost incurred by local agency.
- Line g-h — Other — R/W
Same as shown on Local Agency Agreement, usually consultant (etc.) cost paid by the local agency.
- Line j — Total R/W Cost Estimate. This is the total amount claimed and authorized for payment to the local agency within the R/W phase.
Column (7) on this line shows the total amount of federal funds set up for the local agency based on the latest version of the Local Agency Agreement. It does not include (line i) state services.
- Line k — Contract
Eligible payments made to contractor.
- Lines l-n — Other
Other costs incurred by the local agency as indicated on the Local Agency Agreement, such as Day Labor, Agency Supplied Materials, etc.

-
- Line o — Agency Work
Eligible cost incurred by the local agency.
- Line q — Total CN Cost Estimate. This is the total amount claimed and authorized for payment to the local agency within the Construction phase.
Column (7) on this line shows the total amount of funds set up for the local agency based on the latest version of the Local Agency Agreement. It does not include (line p) state services.
- Line r — Total Project Cost Estimate. Add the Total PE, Total R/W, and Total Construction. This is the total amount claimed and authorized for payment to the local agency.
Column (7) on this line shows the total amount of federal funds for all phases of work for the local agency based on the latest version of the Local Agency Agreement. It does not include state services.
- Column (1) — Total Expenditures Eligible for Federal Participation This Period
Record the total eligible expenditures this period for each item of work.
- Column (2) — Total Eligible to Date
- Column (3) — Percent of Participation
The current participation ratio will be provided.
- Column (4) — Amount Claimed This Period
Column (4) can never exceed column (1) times column (3), but may be less than. Multiply column (1) by column (3) and enter in column (4). This represents the amount of funds claimed on this progress bill.
- Column (5) — Amount Claimed Prior Period
This represents the total amount of funds previously claimed (column (6) on the previous billing). This amount will be provided on the form.
- Column (6) — Total Claimed to Date
Add column (4) and column (5) and enter the total in this column. The total claimed to date for PE, R/W, and Construction cannot exceed the amount authorized shown in column (7). Refer to funding setup section.

Column (7) — Amount Authorized Per Agreement

This is the total amount of funds authorized for each line item per the latest version of the Local Agency Agreement. This amount will be provided on the form.

Column (8) — Remaining Funds

Subtract column (6) from column (7) and enter the difference in this column. The difference represents the remaining funds available. This column cannot be a negative value. If negative, a supplement to the Local Agency Agreement must be prepared to receive full payment.

Sign and date the progress billing and distribute according to the instructions located at the bottom of the form. **All hard copy requests for payment must have an original signature in order to be processed.** If you have any questions, please contact your Regional Highways and Local Programs Engineer.

24.1 General Discussion

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

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

- NEPA of 1969, 42 USC 4321 et. seq.;
- Council on Environmental Quality Regulations for Implementing NEPA, 40 CFR, Part 1500, et. seq.;
- Federal Highway Administration and Federal Transit Administration Implementing Regulations, 23 CFR, Parts 771, 772 and 774;
- Environmental Impact and Related Procedures, 49 CFR, Part 622;
- Section 7 of the Endangered Species Act (ESA), 50 CFR, Part 402;
- Section 106 of the National Historic Preservation Act, 36 CFR, Part 800;
- Presidential Executive Order 12898 – Environmental Justice; and
- Section 4(f) of the U.S. Department of Transportation Act of 1966.

Use this manual, the Washington State Department of Transportation's (WSDOT) *Environmental Procedures Manual* (EPM) (M 31-11), and *Reader-Friendly Tool Kit* to conduct all applicable environmental evaluations. The Tool Kit can be found at: <http://www.wsdot.wa.gov/Environment/ReaderFriendly.htm> and the EPM can be found at: <http://www.wsdot.wa.gov/Publications/Manuals/M31-11.htm>. The EPM provides detailed information on the triggers, process, and documentation requirements related to specific environmental considerations.

While this chapter provides detailed information on the coordination processes and some of the documentation requirements associated with specific environmental considerations, the EPM and LAG manuals should be used in conjunction to ensure adequate compliance with NEPA and other federal requirements.

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

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

Prior to approval of final NEPA documents, FHWA requires that a subsequent phase of a project be programmed into the STIP. Eligible phases include Right of Way, Preliminary Engineering, and Construction. In cases where no federal money is available for a subsequent phase, projects may be listed in the STIP by allocating local agency money for a subsequent project phase.

24.2 Project Classification

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

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

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

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

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

- new construction of a controlled access freeway;
- a highway project of four or more lanes on a new location;
- new construction or extension of fixed-rail transit facilities (for example, rapid rail, light rail, commuter rail, automated-guideway transit); and
- 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. However, 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 NEPA process begins with the local agency completing a preliminary “Environmental Classification Summary” (ECS) form utilizing the most current project information. The ECS is submitted by the local agency with a Project Prospectus and Local Agency Agreement to the Region LPE 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 environmental issues associated with each alternative. 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.

.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 23 CFR 771.117 and 40 CFR 1508.4 and, based on previous experience with similar actions, do not involve significant environmental impacts. They are actions which:

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

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

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

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

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

The local agency completes a preliminary Local Agency 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 LPE for submittal to H&LP. H&LP will submit the preliminary ECS to FHWA and set up a meeting with the appropriate parties to confirm NEPA classification.

24.3 Procedures for Class I (EIS) Projects

A local agency project that anticipates significant environmental, social, or economic impacts, and involves federal funding, federal lands, or federal permits, must comply with NEPA process and procedures for public and agency involvement.

The steps in the NEPA process and procedures include:

- hold partner confirmation meeting;
- establish interdisciplinary team (IDT);
- send Project Initiation Letter to FHWA;
- SAGES Coordination;
- publish Notice of Intent (NOI);
- conduct EIS scoping;
- develop and apply screening criteria to alternatives developed so far;
- select alternatives to study in draft EIS (DEIS);
- begin discipline studies;



Local Agency Environmental Classification Summary

Part 1 Project Description			
Federal Aid Project Number	Route	Date	Intent of Submittal <input type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency		Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title			
Beginning MP _____	Townships _____		
Ending MP _____	Ranges _____		
Miles _____	Sections _____		
County			
Project Description - Describe the proposed project, including the purpose and need for the project.			

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

NEPA Approval Signatures

_____	_____
Local Agency Approving Authority	Date
_____	_____
Regional Local Programs Engineer	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)
		E-mail

Part 3 Permits and Approvals Required					
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"/> Nationwide Type <input type="checkbox"/> Individual Permit No. _____	<input type="checkbox"/>	<input type="checkbox"/>	Water Rights Permit
<input type="checkbox"/>	<input type="checkbox"/>	Coast Guard Permit	<input type="checkbox"/>	<input type="checkbox"/>	Water Quality Certification - Sec. 401 Issued by _____
<input type="checkbox"/>	<input type="checkbox"/>	Coastal Zone Management Certification	<input type="checkbox"/>	<input type="checkbox"/>	Tribal Permit(s), (If any) _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	Critical Area Ordinance (CAO) Permit	<input type="checkbox"/>	<input type="checkbox"/>	Other Permits (List): _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	Forest Practice Act Permit	<input type="checkbox"/>	<input type="checkbox"/>	ROW Acquisition Required
<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Project Approval	<input type="checkbox"/>	<input type="checkbox"/>	Is relocation required?
<input type="checkbox"/>	<input type="checkbox"/>	Local Building or Site Development Permits	<input type="checkbox"/>	<input type="checkbox"/>	Is a detour required?
<input type="checkbox"/>	<input type="checkbox"/>	Local Clearing and Grading Permit			
<input type="checkbox"/>	<input type="checkbox"/>	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction			
<input type="checkbox"/>	<input type="checkbox"/>	Shoreline Permit			
<input type="checkbox"/>	<input type="checkbox"/>	State Waste Discharge Permit			
<input type="checkbox"/>	<input type="checkbox"/>	TESC Plans Completed			

Part 4 Environmental Considerations	
Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.	
1. Air Quality - Identify any anticipated air quality issues.	
Is the project included in the Metropolitan Transportation Plan? <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 _____	
2. Critical/Sensitive Areas - Identify any known Critical or Sensitive Areas as designated by local Growth Management Act ordinances.	
a. Is this project within an aquifer recharge area <input type="checkbox"/> Yes <input type="checkbox"/> No	
a wellhead protection area <input type="checkbox"/> Yes <input type="checkbox"/> No	
a sole source aquifer <input type="checkbox"/> Yes <input type="checkbox"/> No	
If located within a sole source aquifer, is the project exempt from EPA approval?	
If yes, please list exemption _____	
If no, date of EPA approval _____	
b. Is this project located in a Geologically Hazardous Area? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, please describe _____	
c. Will this project impact Species/Habitat other than ESA listed species? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Explain your answer _____	
Is the project within Bald Eagle nesting territories, winter concentration areas or bald eagle communal roosts? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will blasting, pile driving, concrete saw cutting, rock drilling, or rock scaling activities occur within one-mile of a bald eagle nesting area? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 4 Environmental Considerations - Continued
<p>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): _____ (Please attach a copy of the proposed mitigation plan)</p>
<p>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 Appendix C of the ECS Guidebook <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, note exemption below.</p> <p>If No: Date of DAHP concurrence _____ Date of Tribal consultation(s) (if applicable) _____ Adverse affects on cultural/historic resources? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of approved Section 106 MOA _____</p>
<p>4. Flood Plains or Ways</p> <p>Is the project located in a 100-year flood plain? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is the project located in a 100-year floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No Will the project impact a 100-year flood plain? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, describe impacts.)</p>
<p>5. Hazardous and Problem Waste - Identify potential sources and type.</p> <p>Does this project require excavation below the existing ground surface? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this site located in an undeveloped area (i.e., no buildings, parking or storage areas, and agriculture (other than grazing), based on historical research? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this project located within a one-mile radius of a site of a Confirmed or Suspected Contaminated Sites List (CSCSL) maintained by Department of Ecology? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this project located within a 1/2-mile radius of a site or sites listed on any of the following Department of Ecology Databases? <input type="checkbox"/> Yes <input type="checkbox"/> No ; if yes, check the appropriate box(es) below.</p> <p><input type="checkbox"/> Voluntary Cleanup Program (VCP) <input type="checkbox"/> Underground Storage Tank (UST) <input type="checkbox"/> Leaking Underground Storage Tank (LUST)</p> <p>Has site reconnaissance (windshield survey) been performed? <input type="checkbox"/> Yes <input type="checkbox"/> No If so identify any properties not identified in the database search that may affect the project (name, address and property use).</p> <p>Based on the information above and project specific activities, is there a potential for the project to generate contaminated soils and/or groundwater? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain:</p> <p>If you answered yes to any of the questions in Section 5. Hazardous/Waste, contact your Region LPE for assistance before continuing with this form.</p>

Part 4 Environmental Considerations - Continued

6. Noise

- Does this project involve constructing a new roadway? Yes No
 - Is there a change in the vertical or horizontal alignment of the existing roadway? Yes No
 - Does this project increase the number of through traffic lanes on an existing roadway? Yes No
 - Is there change in the topography? Yes No
 - Are auxiliary lanes extending 1-1/2 miles or longer being constructed as part of this project? Yes No
- If you answered yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. (Please attach a copy of the noise analysis.)

If impacts are identified, describe proposed mitigation measures.

7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, Wild and Scenic Rivers/Scenic Byways, or 4 (f)/6 (f).

- a. 4(f) Please Identify any properties within the project limits and areas of impacts.

- b. 6(f) Please Identify any properties within the project limits and areas of impact.

- c. Please list wild scenic rivers and scenic byways.

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

- a. Agricultural Lands Yes No
Describe Impacts

- 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 Yes No
Describe Impacts

- c. Mineral Yes No
Describe Impacts

Part 4 Environmental Considerations - Continued	
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. _____ (if known)	Ecology 303d Report No. _____ Reason for 303d listing _____ Date of Report _____
Waterbody common name _____	
b. Identify stream crossing structures by type.	
c. Water Resource Inventory Area (WRIA) No. & Name _____	
10. Tribal Lands - Identify whether the project will impact any Tribal lands. (This includes reservation, trust and fee lands.)	
11. Visual Quality	
Will the project impact roadside classification or visual aspects? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, identify the impacts.) (Such as aesthetics, light, glare and night sky impacts.)	
12. Water Quality/Storm Water	
Has NPDES municipal general permit been issued for this WRIA? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, explain proposed water quality/quantity treatment for new and any existing impervious surface associated with proposed project.	

Part 4 Environmental Considerations - Continued

13. Commitments

a. Environmental Describe existing environmental commitments that may affect or be impacted by the project:
(For example, previous mitigation that may have been constructed within the project limits.)

b. Long-Term Maintenance Commitments
Are long-term maintenance commitments necessary for this project above and beyond normal on-going maintenance? Yes No If so, please identify.

14. Environmental Justice

Does the project meet any of the exemptions, as noted in Appendix E of the ECS Guidebook Yes No
(If Yes, Please note exemption and appropriate justification in the space below.)

If no, are minority and/or low income populations 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

1. Are there any listed or proposed species and/or designated or proposed critical habitat located within the proposed project's action area? Yes No **(Please attach species listings.)**

Affected ESA Listed Species	2. Will any construction work occur within 0.5 miles of any of the following:	3. Does the project involve blasting, pile driving, concrete sawing, rock drilling, or rock scaling activities within 1 mile of any of the following?
Spotted owl management circles or designated critical habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marbled murrelet nest or occupied stand, or designated critical habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Western snowy plover designated critical habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Listed Marine Mammal?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Canada lynx habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gray wolf habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Grizzly bear habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brown pelican night roosts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Woodland caribou habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
A mature coniferous or mixed forest stand?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part 6 FHWA Comments

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

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DBE goal. Efforts done as a matter of form or for the sake of appearance, are not considered “good faith efforts” to meet the contract requirements for DBE utilization.

- b. Should the low and otherwise responsive bidder fail to attain the goal and provide adequate good faith effort documentation in the bid submittal, its bid will be determined to be non-responsive and the next low responsive bid accepted.
- c. If the apparent low bidder submits Good Faith Effort documentation with the bid, the Local Agency will submit the Good Faith Effort to Highways and Local Programs for approval action prior to awarding the project.

B. After Award

The Local Agency will request that the apparent low bidder submit a description of the specific items of the work each DBE subcontractor named in the DBE Utilization Certification will perform. This description, dollar amount, and name of the DBE firm is identified in the award letter and made Condition of the Award (COA) of the contract.

C. Administrative Reconsideration

If Highways and Local Programs determines that the apparent successful bidder/offerer did not meet the DBE goal or has failed to make a good faith effort to meet the goal, the Local Agency will, before awarding the contract, notify the bidder/offerer that it has five working days (from the date of notification) to request reconsideration or forfeit the right to reconsideration.

- a. WSDOT’s decision on reconsideration shall be made by an official who did not take part in the original determination that the bidder/offerer failed to meet the goal or make adequate good faith efforts to do so;
- b. The bidder/offerer shall have the opportunity to meet in person with said official to discuss the issue as to why it did not meet the goal or make good faith efforts to do so. The bidder’s position must be based on its bid submittal. The bidder may provide further explanation/clarification of the information and materials in the submittal, but no new material or information will be considered by the official in reaching a decision on reconsideration;
- c. WSDOT shall send the bidder/offerer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or whether it made adequate good faith efforts to do so; and

d. The results of the reconsideration process is not administratively appealable to the USDOT.

8. **Condition of Award Letter.** The condition of award letter carries the same contractual obligation as the contract specifications and is only required when a mandatory goal is established for a project. A condition of award letter appears as Appendix 46.42. The second, third, fourth, and fifth paragraphs must be included in the letter. The DBE work shall be shown in the fifth paragraph. If a portion of an item is sublet to a DBE and the remainder is done by the contractor or another subcontractor, the DBE's work must be shown in detail in the fourth paragraph of the letter. Also, any DBE suppliers and manufacturers shall be shown.

Send a copy of this letter and a copy of the "Disadvantaged Business Enterprise Utilization Certification" to the Region Local Programs Engineer as a part of the award documentation submittal explained in Chapter 46.

Attach a copy of the letter to the contract papers that you send to your contractor for signature. The Region Local Programs Engineer shall be provided information on subletting by DBE contractors.

9. **Between Award and Execution.** The contractor shall supply a contractor's bidders list as described in the GSP's for all categories (zero and mandatory goals). The list shall include all firms (names and addresses) that bid on prime contracts or bid or quote subcontracts (successful and unsuccessful) on USDOT-assisted projects, including both DBEs and non-DBEs. The local agency shall immediately notify the Region Local Programs Engineer by email with the name and address of the successful contractor for forwarding to the OEO's contract compliance officer.
10. **Monitoring of DBEs During Construction.** The local agency must place special emphasis on the DBE requirements at the preconstruction conference. Changes to a Condition of Award letter shall be handled in accordance with the GSP (Changes in the Quantity of Work). All change orders affecting the work of DBEs shall be submitted to the Region Local Programs Engineer for concurrence prior to executing the change order.

Project diary documentation of the DBE's activities on the project must be performed in the same manner as is done on the prime contractor and any other subcontractor's activities.

In addition to the project diary, the form "DBE On-Site Review" shall be completed by the CA Agency for every DBE contractor performing work on the project. See Appendix 26.33.

- at the start of work, and/or
- at the peak period of work, and/or

1. The Agency shall publish an announcement in a newspaper of general circulation at least once per year to invite consultant firms to submit statements of qualifications and performance data. The advertisement shall be for future project needs and announce generally projected requirements for any category or type of professional services. The advertisement shall state the address of the representative who can provide further details. The Agency shall name all agencies that are utilizing the “On-Call Roster,” if any, in addition to the Agency establishing the “On Call Roster.”
 - a. Advertisement content for “On Call Roster.” Separate “On Call Rosters” will be kept for each discipline of work. Agencies may not select a firm from one “On Call Roster” to perform work that is covered by a different “On Call Roster.” Each “On Call Roster” must have a separate list of qualification criteria which will be clearly stated in the advertisement for “On Call Roster” participants.
2. The advertisement shall encourage firms to submit or update qualifications and performance data.
3. The Agency may either provide an application that solicits desired information or allow firms to apply through other means of establishing credentials as best meets the agency’s needs, or a combination thereof.
4. The Agency shall review submittals to insure firms meet minimum eligibility criteria for responsible firms as defined by the Agency prior to establishing the “On-Call Roster.” Verification shall consider required licensing, experience, and financial stability in order to establish firms that are reasonably capable of performing the work.
5. Firms that meet at least minimum levels of responsibility based on the advertisement shall be placed onto the “On-Call Roster.” The “On Call Roster” shall list firms that responded to the advertisement and were found eligible for further consideration by the Agency as project needs arise.
6. Applications on file after one year will be required to update information through annual advertisement or through a direct process established by the Agency prior to establishing the “On-Call Roster.”
7. The Agency may issue repeat advertisements to solicit additional firms or firms with a particular specialty for the “On-Call Roster” at any time during the year.
8. The “On-Call Roster” shall be continuously open.
9. Firms listed on an Agency “On-Call Roster” shall be available for consideration and eligibility for a project need, unless a specific reason causes the firm to be placed on an inactive status. Such inactive status will be the right of the Agency; however, written notification of the change of status will be given to firms within 30 days of status change. The reason for the status change will be stated clearly in the notification.

10. The process to select firms from the “On-Call Roster” and enter into a contract shall be as follows.
 - a. Agencies will interview at least 3 firms for each contract from the “On Call Roster.”
 - b. If less than 3 qualified firms are available for a given contract, the agency will interview as many as are available on the “On Call Roster” for that particular contract.
 - c. If no qualified firms are available from the established “On Call Roster,” a separate advertisement and award process must be followed.
 - d. Following the interview, the Agency will select the best qualified consultant from those interviewed.

31.2 Personal Services Consultants

Professions outside the fields described in RCW 39.80 may provide such consulting services as long range planning and studies, economic analyses, real estate negotiations, environmental and biological assessments, and materials testing. 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.
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

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. WSDOT's procedure for calculating this is described in WSDOT's *Consultant Services Procedures Manual, Appendix 7*. 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 the total of direct labor plus overhead costs or the fixed fee/profit percentage may not exceed 35 percent of direct labor costs only. Maximum allowable profit percentage rates (30-35 percent) are reserved for the most difficult, complex, and risky projects. Mark-ups are not allowed on direct “non salary” costs.
- h. A Management Reserve Fund (MRF) may be established to be used for:
1. Overruns of direct salary and overhead costs that might occur under the existing scope of work, or
 2. The consultant to perform additional work that is outside the agreement or supplement’s scope of work (but within the scope of the advertised project).

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

5. Record and retain an explanation of differences in work hours or costs between the Agency’s independent estimate and the negotiated consultant fee.

.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 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.

.31 WSDOT High Cost Bridge Inspection Program. Inspections requiring special access such as provided by scaffolding or an Under Bridge Inspection Truck (UBIT), fracture critical inspections, complex bridge inspections, and underwater inspections are considered High Cost Bridge Inspections. WSDOT provides this inspection at no cost to the agency.

34.4 Small City Bridges

Washington Counties have accepted inspection responsibilities for bridges owned by small cities (populations less than 5,000 people) located within their boundaries under the High Cost Inspection Agreement. Counties will be reimbursed for the cost of load ratings and scour evaluations performed for Small City bridges.

34.5 Highway Bridge Program Call for Projects

Counties and cities submit bridge projects to WSDOT in response to the Highway Bridge Program Call for Projects. These bridge projects must meet the eligibility requirements in Section 34.51.

The application requirements will be outlined in the actual call for projects.

.51 Highway Bridge Program Eligibility. A bridge project must fulfill the following federal criteria to be eligible for HBP funding:

1. The bridge must be a minimum of 20 feet in length measured along the centerline.
2. It must be recorded in the Washington State Bridge Inventory System (WSBIS) maintained by the WSDOT Bridge Preservation Office.
3. For replacement and rehabilitation, the bridge must be structurally deficient (SD) or functionally obsolete (FO) with sufficiency ratings as follow:
 - a. For Replacement: less than 50.
 - b. For Rehabilitation: 80 or less.
4. Preventive Maintenance: Eligible activities may be funded for bridges regardless of sufficiency rating.
5. No replacement or rehabilitation projects can have been performed using HBP funds in the past 10 years. There is no moratorium following preventive maintenance projects.

The Federal Highway Administration (FHWA) has developed a formula that calculates sufficiency ratings and assigns SD or FO designations. This computation is performed by the WSBIS using inventory and inspection data submitted by state and local agency bridge inspectors. The sufficiency rating is based on four factors: structural adequacy and safety, serviceability and functional obsolescence, essentiality for public use, and special reductions.

Ratings can range from 0 (worst) to 100 (best). Chapter 5 of the *Washington State Bridge Inspection Manual* (WSBIM) further explains sufficiency ratings and outlines criteria for structural deficiency and functional obsolescence. An online version of this manual is available at www.wsdot.wa.gov/TA/Operations/Bridge/WSBIM.pdf. A sufficiency rating generator is included as part of the Laptop98 Bridge Inspection software available for download at www.wsdot.wa.gov/TA/Software/.

.52 Bridge Replacement Design Standards. Bridges shall be designed in accordance with Chapter 42 and the following criteria:

1. Live Load: LRFD HL 93.
2. Vertical Clearances: Clearance over roadways is a minimum 16.5 feet. Clearance over railroads is a minimum 23.5 feet.
3. Section 43.21 for Design-year ADT. Bridges shall be designed based on the following criteria:
4. Bridge Length: The length of the replacement bridge can be affected by one or both of the following factors:
 - a. The bottom of the superstructure will be 3 feet above the 100 year flood or as determined by field review.
 - b. The abutment and pier locations(s) of a new bridge generally reduce the existing backwater elevation. In fish bearing waters, acceptable rise in the backwater elevation is 0.2 foot above the no-bridge conditions, as referenced in WAC 220-110-070(1)(h). For non-fish bearing waters, the acceptable rise in the backwater elevation is 1 foot above no-bridge conditions.
5. Bridge Type: The bridge type selected will be the most economical type for the span length needed, based on sound engineering judgment and/or economics.
6. Bridge Foundation Type: The type and depth of the foundation elements will depend on the results of the geotechnical and scour analyses.

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

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

.54 Preventive Maintenance Criteria. These funds are intended for systematic preventive maintenance projects with a minimum estimated cost of \$30,000. Project eligibility and priority ranking is based on the Washington

41.1 General Discussion

This chapter identifies the design standards document, deviation approval authority and design approval for a specific facility. The deviation process, Value Engineering, and Work Zone Safety and Mobility are also discussed below. This part of the manual is organized into six chapters relating to the design phase General Design Information; City and County Design Standards for Non NHS facilities; Location and Design Approval; Plans, Specifications, and Estimates; State Advertising and Award Procedures; and Local Advertising and Award Procedures.

Compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 is required in the design, construction, operation and maintenance of transportation facilities (i.e., pedestrian facilities, park and ride lots, et al). Where sidewalks are provided, public agencies shall provide pedestrian access features such as continuous, unobstructed sidewalks, and curb cuts with detectable warnings at highway and street crossings. See 28 CFR Part 36, Appendix A for minimum federal requirements for curb ramps.

The design standards document and approving authority are shown in the table below.

Facility	Design Standards	Deviation Approval	Design Approval
Interstate			
New/Reconstruction	WSDOT <i>Design Manual</i>	WSDOT/FHWA	WSDOT/FHWA
ITS Over \$1,000,000	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT HQ
All Other	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region
National Highway System (NHS)			
State Highways outside of incorporated cities, or on a limited access highway	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region
State Highways within incorporated cities between back of curb to back of back curb	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region
State Highways within incorporated cities beyond curb line	AASHTO*	WSDOT H&LP	City
City Streets (non-State highways)	AASHTO*	WSDOT H&LP	City
County Roads	AASHTO*	WSDOT H&LP	County
State Highways outside of incorporated cities, or on a limited access highway	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region

Facility	Design Standards	Deviation Approval	Design Approval
Non-National Highway Systems (Non-NHS)			
State Highways outside of incorporated cities, or on a limited access highway	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region
State Highways within incorporated cities between back of curb to back of back curb	WSDOT <i>Design Manual</i>	WSDOT HQ	WSDOT Region
State Highways within incorporated cities beyond curb line	*City and County Design Standards See Chapter 42	WSDOT H&LP	City
City Streets (non-State Highways)	*City and County Design Standards See Chapter 42	WSDOT H&LP	City
County Roads	*City and County Design Standards See Chapter 42	WSDOT H&LP	County

*Bicycle Facilities and multi-use facilities per RCW 35.75.060 and 36.82.145 must follow the WSDOT *Design Manual*.

Different standards apply to the design of new construction/reconstruction, 3-R (resurfacing, restoration, and rehabilitation) and 2-R (resurfacing and restoration). Each of these terms is defined in Chapter 42. Local agencies must determine which standards apply before beginning design. See Chapter 42 for design standards on Non-NHS routes.

See Chapter 43.4 for information on Value Engineering.

41.2 Work Zone Safety and Mobility

All projects on the Interstate system must comply with the new FHWA/WSDOT “Work Zone Safety and Mobility” rules. This rule applies to all federally funded projects advertised on or after October 12, 2007. It is recommended that any other federally funded project over \$10 million or any project that includes a detour also apply the “Work Zone Safety and Mobility” rules. WSDOT *Design Manual* has a list of requirements and key elements as well as a work zone design checklist.

41.3 Deviations

.21 General. The Agency is authorized to design projects to the standards as indicated in the table shown in section 41.1. In the event all design standards cannot be incorporated into the design, the agency shall submit a deviation request for review and approval.

.22 Documentation. An agency shall document their reasons for the deviation. The deviation request shall include a description of the problem and

42.1 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.

All projects are subject to Americans with Disabilities Act (ADA) requirements for accessibility. For guidance on ADA standards please see WSDOT Design Manual, section 1025 and the Local Agency ADA Planning and Design Resource Web page at <http://www.wsdot.wa.gov/ta/operations/localplanning/ADA.html>.

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.

42.2 Committee Membership

City Design Standards Committee RCW 35.78.020	County Design Standards Committee RCW 43.32.010	Other Participants
Lynn Price, PE Project Manager City of Bremerton lynn.price@ci.bremerton.wa.us	Jim Whitbread, PE County Engineer Stevens County jwhitbre@co.stevens.wa.us	Ashley Probart Association of Washington Cities Ashleyp@awcnet.org
Dan Handa, PE <u>Development Services</u> <u>City of Puyallup</u> dhanda@ci.puyallup.wa.us	Bryan Thorp, PLS Design and Construction Manager Benton County bryan.thorp@co.benton.wa.us	Randy Hart, PE County Road Administration Board randy@crab.wa.gov
Mike Johnson, PE Roadway Design Supervisor City of Seattle mike.johnson@seattle.gov	Dale Rancour, PE County Engineer Thurston County rancoud@co.thurston.wa.us	Greg Armstrong, PE Chief Engineer Transportation Improvement Board GregA@tib.wa.gov
Vacant	Jon Brand, PE Assistant Director of Roads & Engineering Kitsap County jbrand@co.kitsap.wa.us	Dave Olson WSDOT Design OlsonDa@WSDOT.wa.gov
Martin Hoppe, PE, PTOE City of Lacey Transportation Manager mhoppe@ci.lacey.wa.us	Bob McEwen, PE Program Engineer Snohomish County Bob.mcewen@co.snohomish.wa.us	Megan Hall, PE Federal Highway Administration Megan.Hall@FHWA.dot.gov
Pat O'Neill, PE City Engineer City of University Place poneill@cityofup.com	Ramiro Chavez, PE <u>Project Engineering Manager</u> <u>Pierce County</u> rchavez@co.pierce.wa.us	

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

Aaron Butters, 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 Im-provements	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							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					3					
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	A	1

□ Blank Cell (1) When provided, must meet current standards

D Design Level D (2) See LAG Manual Chapter 62 -- Appendix 62.102

A Design Level A (3) When provided must meet WSDOT Design Manual

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, WSDOT Design Manual 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 -- Appendix 62.70
- A Design Level A (3) When provided must meet *WSDOT Design Manual* standards
- 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, WSDOT standards do 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

42.6 Roadway Geometrics

The AASHTO publication, “A Policy on Geometric Design of Highways and Streets” (Green Book) is the design standard accepted by FHWA for project funding. The designer should read all text associated with the standards and should also consider related tables and text. Additionally, design references are provided in the References for New Construction and Reconstruction, 3R, and 2R Standards and in tables 1.1, 1.2, and 1.3 of this chapter.

.61 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	HL 93 (for federally funded projects), others may use HS 20-44.
Vehicular Railing	AASHTO Crash Tested Rail, or Approved NCHRP 350 Crash Tested Rail.
Pedestrian Railing	AASHTO, NCHRP 350.
Approach Railing	AASHTO Crash Tested Rail, or Approved NCHRP 350 Crash Tested Rail.
Vertical Clearance	16.5 feet minimum.

.62 Other Standards

Design Elements	References
Bicycle	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 <u>F40 Series</u> 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)

42.7 3R Projects

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

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

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

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

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

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

Each 3R project should be considered in context with the entire route between logical termini and within the constraints imposed by limited funding and other considerations.

As a minimum, normally include the following for a 3R project:

- Guardrail end treatments upgraded to current standards.
- Appropriate transition and connection of approach rail to bridge rail.
- Beveled end sections for both parallel and cross-drain structures located in the clear zone.
- Relocating, protecting, or providing breakaway features for sign supports and luminaires.
- Protection for exposed bridge piers and all abutments.
- Modification of raised drop inlets that present a hazard in the clear zone.

It is desirable to provide a roadside clear of fixed objects and nontraversable obstacles. The priority for action relative to roadside obstacles is: (1) remove; (2) redesign; (3) relocate; (4) reduce severity by crashworthy features; (5) protect or (6) delineate.

On all projects, which include structures with deficient safety features, consideration must be given to correcting the deficient features. When complete upgrading is not practical, a partial or selective upgrading and/or other improvements should be considered to mitigate the effects of the substandard elements.

Design Element	Design Level	Any work on Blank Cell Design Element? If "No" move down to next Design Element	If "Yes"	Meets Standard? If "Yes" move down to next Design Element	If "No"	Upgraded to Standard? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways											
Horizontal Alignment		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane & Shoulder Taper		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Ped. Facility		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Cross Slope Lane	AE	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Cross Slope Shoulder	AE	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	4	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		
Shared Bike/Ped	3	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→	N/A	
Turn Radii		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Sight Distance		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
I/S Angle		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Std Run	1	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→	N/A	
Design Element	Design Level	Any work on Blank Cell Design Element? If "No" move down to next Design Element	If "Yes"	Meets Standard? If "Yes" move down to next Design Element	If "No"	Upgraded to Standard? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date

Cross Roads												
Horizontal Alignment		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Vertical Alignment		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Lane Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Shoulder Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Fill/Ditch Slopes		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Safety Improvements		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Shared Bike/Ped Facility	3	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	N/A
Bridges												
Lane Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Shoulder Width		<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Vertical Clearance	AE	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Structural Capacity	AE	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	
Bridge Rail	1	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	N/A

Design Levels

Blank Cell

D Design Level D

A Design Level A

AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards

(2) See *LAG Manual* Chapter 62 -- Appendix 62.102

(3) When provided must meet *WSDOT Design Manual*

(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

2R PROJECT CHECKLIST
 Page 2 of 2

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane & Shoulder Taper	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Ped. Facility	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Cross Slope Lane	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Cross Slope Shoulder	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	4	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Shared Bike/Ped.	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Turn Radii	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Sight Distance	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
I/S Angle	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Std Run	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	4	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shared Bike/Ped. Facility	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bridges									
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Clearance	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Structural Capacity	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Bridge Rail	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A

Design Levels*

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D Design Level D

A Design Level A

AE Agency Evaluate to Design Level A

See Matrix Definitions for requirements

(1) When provided, must meet current standards

(2) See *LAG Manual* Chapter 62 -- Appendix 62.102

(3) When provided must meet *WSDOT Design Manual*

(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

3R PROJECT CHECKLIST

Page 2 of 2

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "NO"	Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Vertical Alignment	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Lane Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shoulder Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Lane & Shoulder Taper	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Ped. Facilities	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Lane	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Shoulder	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Fill/Ditch Slopes	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Safety Improvements	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bike & Ped	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Turn Radii	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Sight Distance	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
I/S Angle	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Std Run	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "NO"	Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shared Bike/Ped. Facilities	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Bridges									
Lane Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Shoulder Width	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Vertical Clearance	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Structural Capacity	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A
Bridge Rail	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		N/A

Design Levels*

Blank Cell

D Design Level D

A Design Level A

AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards

(2) See *LAG Manual* Chapter 62 -- Appendix 62.102

(3) When provided must meet *WSDOT Design Manual*

(4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

LOCAL AGENCY GUIDELINES DESIGN MATRIX RECONSTRUCTION PROJECT CHECKLIST

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"			Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Vertical Alignment	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Lane Width	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Shoulder Width	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Lane & Shoulder Taper	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Ped. Facilities	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Cross Slope Lane	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Cross Slope Shoulder	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Fill/Ditch Slopes	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Safety Improvements	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Shared Bike/Ped. Facilities	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Turn Radii	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Sight Distance	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
I/S Angle	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A
Std Run	A	<input type="checkbox"/> Yes <input type="checkbox"/> No	↑	↑	↑	<input type="checkbox"/> Yes	↑		N/A

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "NO"			Is a Deviation or Design Exception Required? If "NO" Document to File	If "Yes"	HQ H&LP Deviation Approval Date	Local Agency Design Exception Approval Date
Cross Roads									
Horizontal Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shared Bike/Ped. Facilities	3	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A
Bridges									
Lane Width	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A
Shoulder Width	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A
Vertical Clearance	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A
Structural Capacity	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A
Bridge Rail	D	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	→	→	<input type="checkbox"/> Yes	→		N/A

Design Levels*

- Blank Cell
 - D** Design Level D
 - A** Design Level A
 - AE** Agency Evaluate to Design Level A
- See Matrix Definitions for requirements
- (1) When provided, must meet current standards
 (2) See LAG Manual Chapter 62 -- Appendix 62.102
 (3) When provided must meet WSDOT Design Manual
 (4) Items 1 and 2 under Safety Improvements Definitions are required, all others are AE

43.1 General Discussion

On all Federal Highway Administration (FHWA) funded transportation projects, local agencies must document design approval prior to preparation of plans, specifications, and estimates (PS&E).

A project design shall not be approved until the project's environmental document (NEPA) have been approved and its public hearing requirements have been met.

Value Engineering Studies (VEs) are required for all projects \$25 million or more and for all bridges \$20 million or more. Any project that approaches this cost limit on the preliminary estimate should also have a VE study performed in anticipation of cost increases from preliminary design to the final Plans, Specification and Estimate stage of a project. Refer to Section 43.4 for more information on Value Engineering.

When there is a subsequent change to the project design or scope, an amended location-design approval is required.

43.2 Requirements for Design Approval

All items on the appropriate design matrix are required to be addressed (see Chapter 42 Table 1.1, 1.2, and 1.3 and Appendix 42.101. In addition, items listed below are also required to be addressed (some of these are included in the Project Prospectus).

.21 Traffic Data. Design-year ADT, the average daily traffic forecast during the design year should be included. The design year for new and reconstruction projects is 20 years from the projected start of construction. All other projects may be any point within 8 to 20 years from the projected start of construction.

.22 Pavement Design Criteria. Rationale for selection of the pavement type and depth of surfacing.

.23 Cost Estimate. An updated cost estimate should be prepared. Include VE study when applicable.

.24 Environmental Document (NEPA). Documentation, including approval.

43.3 Bridge Design Approval

.31 Policy.

- a. The bridge site data should be prepared in conjunction with the Design. Extensive structural studies and the preparation of the bridge preliminary plans during the Design Report phase are not recommended. Expected

changes to the roadway geometrics, project staging, construction costs, and other conceptual data will affect the structure and, therefore, impact the structural design effort.

- b. For bridge projects that do not fall under categories described in c. or d. below, the local agency is the approving authority for the design.
- c. Bridge projects that are required to perform a Type, Size, and Location (TS&L) as the first order of work after being selected, must receive approval from H&LP prior to completion of the design stage. (The FHWA regulatory requirements for large or unusual bridges contained in the Federal Aid Policy Guide (FAPG) also apply to large or unusual structures, tunnels, or hydraulic facilities. The definitions and requirements for major or unusual bridges will be addressed below; for other cases, refer to the FAPG.)
- d. For bridge projects on, over, or under state routes WSDOT concurrence with the design of the bridge is required.

.32 Definitions. A “major bridge” is a bridge estimated to cost more than \$20 million. This criterion applies to individual units of separated dual bridges. An “unusual bridge” is a bridge involving difficult or unusual foundation problems, new or complex designs with unusual structures or operational features, or a bridge for which the design standards or criteria might be questionable.

.33 Submittal of Data. Refer to Section 34.5.

H&LP approval of TS&L is required for major or unusual bridges before the local agency may approve the design and before the local agency may begin preparing the final PS&E.

43.4 Value Engineering

Value Engineering Studies (VE’s) are required for all projects \$25 million or more and for all bridges \$20 million or more. Any project that approaches this cost limit on the preliminary estimate should also have a VE study performed in anticipation of cost increases from preliminary design to the final Plans, Specifications and Estimate stage of a project.

.41 Definition. Value Engineering (VE) is the systematic application of recognized techniques, by multidisciplined team(s). These techniques are:

- identify a product’s function or service;
- establish a function’s monetary value or worth;
- provide alternate ways, using creative techniques, to reliably accomplish necessary functions in the most effective and efficient manner.

Reducing the scope of a project, compromising the performance of an element, or simply substituting cheaper materials is not VE. VE is not

just “good engineering.” It simply answers the question, “What else will accomplish the purpose of the product, service, or process we are studying?” All costs are taken into account over the entire life of the project.

.42 Why VE is Needed. The costs of highway needs far exceed the funds available for improvements. As the cost of highway construction increases, more emphasis is being placed on the maintenance and rehabilitation of existing facilities to maximize these available funds.

VE is a tool that can counteract these growing problems by providing (1) cost reduction, (2) product or process improvement, and (3) alternative means and materials for highway construction and maintenance.

.43 VE Application (General). VE may be applied at any point in highway development, operation, and maintenance. For maximum effectiveness, however, VE should be undertaken as early as possible (during the first 30 percent of design) when decisions on life-cycle costs are being made and valid project development recommendations can be implemented. When a complex, costly project is selected as a candidate for potential cost reductions, investigations should start as soon as a preliminary estimate is in hand.

VE should be employed when the ratio of potential savings to the cost of the VE study is significant. VE can also be used in evaluating standard details that are used repetitively on many projects. The cost of VE studies in preconstruction activities may be allocated to the preliminary engineering cost of the related project.

Local agencies are also encouraged to include a VE incentive clause in their construction specifications; such clauses encourage contractors to propose changes to the contract that fulfill a project’s functional requirements at less cost.

When VE is not mandatory and the local agency staff is considering a VE, it is recommended that the local agency staff prepare a “VE Assessment Report” (Appendix 43.71). The report will address the project characteristics, cost per mile, potential savings of high cost items, and other considerations unique to the project. From this assessment, a recommendation can be developed as to whether a VE study is needed. Use the references listed in Section 43.45 when a mandatory VE study is performed.

.44 VE Study Team. The VE Study Team will be headed by a qualified facilitator. The duties and responsibilities of the facilitator will include, but are not limited to, the following:

- a. Acts as chairperson at meetings of the VE Team.
- b. Presents the findings and recommendations of the VE study to the local agency management and other interested agencies.
- c. Provides the final VE Study Report to the local agency and WSDOT H&LP.

The VE Team will be comprised of a minimum of five (5) members including the facilitator. One team member should have a background in bridge design (if a bridge is part of the project) or construction. If environmental factors are part of the study process, then the team should also include a member who has expertise on environmental issues.

The VE Team will formally present their study results to local agency representatives, WSDOT Highways and Local Programs, and all other interested persons. Team findings and recommendations will then be documented in a formal report and should be provided to all interested parties soon as possible. Courtesy copies are sent to other appropriate agencies and individuals.

The local agency will evaluate the VE Team recommendations. Should their preferred alternative differ from the prospectus or if no project prospectus has been approved, the local agency submits a new or revised prospectus for their preferred alternative to the Region Local Programs Engineer. A summary of the VE study results shall be included in this transmittal as reference material. The project then proceeds as defined in this manual.

.45 Reference Materials

- *Value Engineering Guide for Cities and Counties*, Kempter-Rossman International.
- *Operating Tip — Value Engineering*, NWT2 Center, October 1985.
- *Value Engineering Contract Provisions on Federal Aid Highway Construction Projects*, Report No. 7584217, FHWA, December 1984.
- *Pavement and Shoulder Maintenance Performance Guide*, Report No. TS-84-208, FHWA, August 1984 (Developed in conjunction with Arkansas, Colorado, Iowa, New Mexico, North Dakota, South Dakota, Utah, and Washington).
- *Value Engineering for Highways*, prepared for FHWA by Kempler-Rossman International, revised October 1983.
- *Value Engineering Conference Summary Report*, Report No. TS-80-246, FHWA, August 7, 1980.
- *Value Engineering — A Systematic Approach*, Arthur E. Mudge, McGraw-Hill, New York, 1971.
- *Value Engineering in the Construction Industry*, Alphonse J. Dell'isola, Construction Publishing Co., Inc., New York, 1974.
- *Guidelines for Value Engineering (VE)*, subcommittee on New Highway Materials, AASHTO-AGC-ARTBA Joint Cooperative Committee. Reprinted by USDOT/FHWA February 1983.
- *WSDOT Design Manual Value Engineering (VE) section.*

.33 Use of WSDOT Mix Designs. Local Agencies utilizing a WSDOT mix design for a project may use that mix design beyond the year it was submitted for approval, provided the contractor supplies written certification that all material properties meet the original WSDOT mix design.

52.4 Progress Payments

Progress payments must be based on measurements of work performed so that the contractor can be fairly compensated and so that public funds will not be expended on work that has not yet been done.

.41 General. Progress estimates should be prepared on a pre-selected date each month and payment made to the contractor. The Local Agency shall document the quantities paid for each bid item on every progress estimate per Chapter 10 of the WSDOT Construction Manual. Estimates should be prepared promptly and may be forwarded to the contractor for review and signature. Progress payments and backup documentation will be checked during the normal Project Management Review discussed in Section 53.31 of this manual.

.42 Statement of Intent to Pay Prevailing Wages. The contractor and subcontractors of every tier shall submit form

LI 700-29 to Washington State Department of Labor & Industries (L&I) for approval of the wage rates they intend to pay. Each statement must be accompanied by the filing fee established by L&I and required by RCW 39.12.030 and 040.

The approved pink copy of form LI 700-29 shall be on file with the Local Agency before any payment is made to the contractor. Subcontractors of every tier shall have an approved copy of this form on file with the Local Agency before any payment can be made for their work.

52.5 Changes and Extra Work

Prior to beginning work on a contract, a Local Agency should have a written policy for the approval of change orders to ensure that appropriate procedures are followed. Without a written change order policy delegating approval authority, the designated CA Agreement approval authority must approve all change orders. See item #2, i of the Certification Agreement (Chapter 13).

It is important to distinguish between actual changes to the contract work and normal overruns and under-runs that may occur. No change order work shall be done prior to approval being given by the appropriate authority, verbal or written. Verbal approval requires written documentation including a description of work that adequately describes the extent of the change. Verbal approval must be followed by a written change order. No contract payment shall be made prior to having the written change order approved by the appropriate authority.

Changes to a Condition of Award letter shall be handled in accordance with the GSP (Changes in the Quantity of Work). All change orders affecting the work of DBEs shall be submitted to the Region Local Programs Engineer for concurrence prior to executing the change order.

When changes in the work will alter the termini, character, and scope of an approved project, approval of Highways & Local Programs is required prior to the commencement of the physical work. Refer to *LAG Manual*, Chapter 21, The Project Prospectus, for further information. All change orders must be numbered in sequence.

Change order documentation is composed of two parts,

- a. The approved change order signed by the agency and the contractor, and
- b. The backup documentation. The backup documentation shall include an explanation in sufficient detail so that everyone involved will understand the need for the change, and how the change will affect the overall contract. The explanation shall include a detailed justification of the cost and/or any adjustment to working days associated with the change. The detailed cost justification shall be documented independent of the contractor's proposal to substantiate the change.

.51 Administrative Settlement Costs. Administrative settlement costs are costs related to the defense and settlement of contract claims. These will include, but are not limited to salaries of contracting officers or their authorized representatives, attorneys, or members of arbitration boards, appeal boards, etc., that are allowable to the findings and determination of contract claims, but not including administrative or overhead costs.

FHWA funds may participate in administrative settlement costs which are:

- Incurred after notice of claim,
- Properly supported,
- Directly allocable to a specific FHWA project, or
- For employment of special counsel for review and defense of contract claims when recommended by the agency's legal counsel and approved in advance by WSDOT.

When a claim is submitted, the Region Local Programs Engineer should be contacted for advice on how to proceed.

52.6 Termination of Contract

Section 1-08.10 of the *Standard Specifications*, Termination of Contract, contains procedures and criteria for termination of a contract. Prior to termination action against a contractor, the Local Agency must obtain Highways & Local Programs concurrence.

52.7 Compliance With Federal Contract Provisions

FHWA requires that all subcontracts at any tier be in writing, per 23 CFR, Section 635.116(b). This includes both contracts between the prime contractor and their subcontractors, and contracts between subcontractors and their agents.

Each of these subcontracts must also physically contain the following documents. None of these documents can be included by reference only.

- The general special provision (GSP) entitled “Required Federal Aid Provisions,”
- Form FHWA 1273 “Required Contract Provisions, Federal Aid Construction Contracts,” and
- The minimum wage rates for the contract as required by RCW 39.12 and Title 29 of the Code of Federal Regulations (CFR).

It is the responsibility of the Local Agency to ensure full compliance with the provisions above.

Implementation of the DBE and EEO programs are also federal contract requirements. For information, refer to *LAG Manual*, Chapter 26, DBE, and Chapter 27, Equal Employment Opportunity and Training.

52.8 Physical Completion of Construction

The Local Agency will carry out the following requirements to terminate the construction contract and ready the project for acceptance by WSDOT and FHWA:

.81 Notice of Physical Completion. Within ten (10) calendar days after physical completion of the work by the contractor, the Local Agency Project Engineer shall notify the contractor by letter that the construction is physically complete, and that the project is subject to inspection, audit, and acceptance by WSDOT. The agency shall diligently pursue closure of the contract.

.82 Final Inspection. The Local Agency Project Engineer shall send a request for WSDOT inspection and acceptance to the Region Local Programs Engineer no later than within 15 days of physical completion of work by the contractor. A copy of the physical completion letter that is sent to the contractor should accompany the request.

.83 Final Reports. A construction project is considered complete when the items listed below have been completed. All certifications and reports shall be retained for at least three (3) years after final acceptance of the project.

- a. Final Estimate (Approving Authority File). When the contractor has a claim pending against the Local Agency and wants to receive a final estimate, a claim must be submitted in writing, detailing the specific items and amounts. When a claim is submitted, immediately contact the Region

Local Programs Engineer so that FHWA can be informed of the claim's details at an early stage. See Section 1-09.12(2) of the WSDOT *Standard Specifications*.

- b. Comparison of Preliminary and Final Quantities (Approving Authority File). This is a listing of items that show the preliminary and final quantities.
- c. Certified Final Bill for Utility Agreement, if applicable, to Region Local Programs Engineer.
- d. Final Records (Approving Authority File). The Local Agency Project Engineer must document the work performed on the contract. Documentation consists of field books, inspector's record of field tests, Project Engineer's and inspector's diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross-sections, computer listings, and work profiles. Photographs or video tapes before, during, and after construction could be useful, especially if care is taken to show any unusual conditions, equipment, or procedures.

Final records shall be retained by the Local Agency for at least three (3) years following acceptance of the project by Highways & Local Programs. The Local Agency will receive the administrative review letter showing the starting and ending date of the three-year retention period from the Director of Highways & Local Programs Division of WSDOT (OMB Circular A-133).

- e. Record of Material Samples and Tests.
- f. Materials Certification (Appendix 52.104). The intent of the materials certification is to assure that the quality of all materials incorporated into the project are in conformance with the plans and specifications, and thus ensure a service life equivalent to the design life.
 - 1. This materials certification shall be completed in accordance with Section 9-1.5 of the *Construction Manual* or Chapter 52.3 of the *LAG Manual* and is submitted along with the completion letter to the Region Local Programs Engineer.
- g. Affidavit of Wages Paid. Upon completion of a contract, the prime contractor and every subcontractor or agent shall submit Form LI-700-7, "Affidavit of Wages Paid" to L&I for certification of the wage rates paid on the project. Each affidavit must be accompanied by the filing fee established by L&I.

Local Agencies are required to retain a percentage of money earned by the contractor according to the provisions of RCW 60.28.011. An L&I certified copy of Form LI-700-7 from the prime contractor, and every subcontractor or agent, must be on file with the Local Agency before the retained sum will be released.

- h. Release for the Protection of Property Owner and General Contractor. Form LI-263-83, is no longer furnished by L&I. The new process requires the agency to use the Labor and Industries website at <https://fortress.wa.gov/lni/crpsi/> to verify that the prime contractor and all subs on the project have paid the required industrial insurance and medical-aid premiums. The UBI number for eqch contractor and sub is required to access the verification. The printed verification statements must be on file with the Local Agency before the retained percentage can be released.
- i. WSDOT Form 422-102, “Quarterly Reports of Amounts Credited as DBE Participation,” shall be submitted by the contractor to the Local Agency on all projects that contain DBE goals. This form should also be submitted when a qualified DBE contractor or subcontractor is employed on a project, regardless of whether that DBE is a condition of award or not. This form is submitted on a quarterly basis in January, April, July, and October. See *LAG Manual*, Chapter 26, Disadvantaged Business Enterprises.

.84 Project Acceptance. The approving authority’s approval of the final estimate will be considered as the Local Agency’s acceptance of the project.

52.9 Projects Within Interstate Rights-of-Way

All construction, materials, and quality control requirements contained in the current editions of the *WSDOT Standard Specifications* and *Construction Manual* must be incorporated into the contract. (See Chapter 14.4 for complete guidance on work within the Interstate Rights of Way.)

52.10 Appendices

- 52.101 Sample Preconstruction Conference Agenda
- 52.102 Sample Preconstruction Conference Minutes
- 52.103 Sample Letter Requesting WSDOT Project, Inspection and Acceptance
- 52.104 Sample Materials Certification
- 52.105 Timeline for Construction Contracts
- 52.106 Weekly Statement of Working Days
- 52.107 Change Order
- 52.108 Exceptions to the WSDOT *Construction Manual*

Forms

See Chapter 11 of the WSDOT *Construction Manual*.

FHWA Form WH-347

Appendix 52.101 Sample Preconstruction Conference Agenda

- I. ORDER OF WORK (Progress Schedule)
- II. UTILITIES AND RAILROADS
 - A. Project Engineer prepare list of affected services and representative to be contacted.
 - B. Underground services should be located.
 - C. Notification time required by organizations.
 - D. Insurance required, if any.
- III. SUBCONTRACTORS AND AGENTS
 - A. Request for approval must be submitted along with a Statement of Intent to Pay Prevailing Wage and Subcontractor or Agent Certification.
 - B. Nature of work to be performed by each.
 - C. Subcontractor's route correspondence via prime contractor.
 - D. Prime contractor must have a representative with authority on the job at all times (designated by letter).
 - E. DBE subcontract work — indepth discussion including conditions of award if any.
- IV. RECORDS AND REPORTS
 - A. Description of required forms and initial supply should be handed out or mailed to prime contractor.
 - B. All reports must be handled through prime contractor's office.
 - C. Record of Materials should be provided and Requests for Approval of Materials Sources (RAM) should be submitted as soon as possible.
 - D. Falsework plans, if required.
 - E. Certified payrolls must be submitted on time and wage rate interviews will be conducted.
 - F. EEO and trainee requirements — indepth discussion.
 - G. DBE requirements when the contract contains DBE goals — indepth discussion.
 - H. Required job site posters (provided to Prime Contractor).
 - I. Davis-Bacon statement regarding the USDOL, WSDOT and local agency's role in investigations for labor compliance.
 - J. ADA requirements.