Washington State
Department of Transportation

TECHNICAL MANUAL

# Local Agency Guidelines

M 36-63.08

August 2010

**Highways and Local Programs**
Engineering Services

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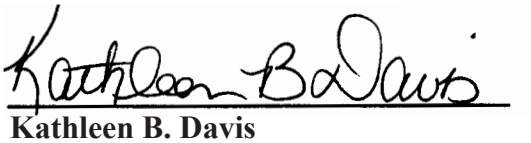
This manual was published to provide local agencies with statewide policies and standards to follow when using Federal Highway Administration (FHWA) funds for transportation projects. Considerable effort has been made to provide guidance on how to accomplish the work and document the results, and to incorporate the flexibility options provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU).

Numerous committees are involved in this manual, directly and indirectly. A special thanks to the City and County Design Standards and Local Agency Guidelines (LAG) Committee members, and active participation by the Consultant Engineers Council of Washington, the Washington State Department of Transportation (WSDOT) advisors, and the FHWA.

Updating the manual is a continuing process. The LAG Committee will periodically meet to consider changes and issue revisions. Questions, observations, and recommendations are invited. The document comment page is provided to encourage comments. Please use it to transmit comments, including marked copies of manual pages, to WSDOT Headquarters Highways and Local Programs.



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## Purpose

The *Local Agency Guidelines* (LAG) manual is intended to help Washington's public agencies plan, design, construct, and maintain transportation facilities. To assist agencies in accomplishing these goals, the manual describes the processes, documents, and approvals necessary to obtain Federal Highway Administration (FHWA) funds to develop local transportation projects and defray their costs.

The LAG manual is a compilation of information from many sources and is a reference source for administrative and field personnel in any governmental agency. To serve the needs of local agencies, the manual describes development requirements and outlines procedures for obtaining approval when local conditions warrant departures from adopted standards.

Highways and Local Programs is the division within the Washington State Department of Transportation (WSDOT) which serves local agencies. The Regional Highways and Local Programs Engineer, the local agency's contact person within WSDOT, is always available to assist local officials with answers to their questions about the manual.

## Organization of the Manual

Using the glossary and the cross-references, readers should be able to find answers to most questions regarding procedural requirements for FHWA assisted transportation projects. The manual is organized to reflect the flow of a project through the major phases of development and to incorporate the differing developmental needs of different projects.

The manual is divided into six parts; each part contains one or more chapters which describe the requirements for completing specific project development activities:

***Chapters 11-14, discuss Guidelines Overview and:***

- Describe the purpose and objective of this manual.
- Provide a list of acronyms and a list of FHWA funding programs for local projects.
- Explain the process for becoming certified to administer FHWA projects.
- Describe the procedure for coordinating local transportation programs with areawide planning agencies.
- Provide an overview of the project development process.

***Chapters 11-14, Appendices include:***

- A flow chart summarizing major activities required to develop a transportation project.
- A checklist of required approvals.
- A checklist of tasks necessary to complete various project phases.

***Chapters 21-27, General Project Development Processes,*** describe procedures which apply to all FHWA assisted transportation projects.

***Chapters 31-34, Special Project Development,*** describe procedures essential to some types of projects but not needed on all projects.

***Chapters 41-46, Design,*** describe design standards for obtaining design phase approvals which must be incorporated into local projects, preparation of contract documents, and contracting for construction. Some of the chapters will apply, depending on whether a project is to be administered by WSDOT or the local agency.

***Chapters 51-53, Construction and Post-Construction***, describe procedures for administering the project construction phase, describe procedures for closing out FHWA projects. Procedures for state and local construction administration are discussed in separate chapters.

***Chapters 61-65, Miscellaneous***, describe procedures from the project design approval through the closing of an FHWA project, using the agency's labor, equipment, and materials; the requirements for work on transportation enhancements; work on the National Highway System (NHS); and bridge inspections.

In each chapter, there is a general discussion section which gives background information, policy, and the rationale for the requirements. This is followed by a detailed description of requirements (procedures, documents, and approvals). In most cases, general discussion appears at the beginning of each chapter, while details of the process appear later in the chapters. Backup data, checklists, sample letters, and instructions for completing forms appear in appendixes to each chapter.

## Updating Process

Since FHWA funding programs and eligibility requirements frequently change, the LAG manual is updated periodically. When changes are necessary, WSDOT mails the revised pages to all manual holders.

Comments and suggestions for improvement of the manual are most welcome. They should be directed to the Regional Highways and Local Programs Engineer, who will forward them to the WSDOT Highways and Local Programs Service Center where they will be considered in the next revision.

# Chapter 12 FHWA Funding Programs

## 12.1 General Discussion

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

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

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

**.11 FHWA Funding Programs.** With the passage of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), roadways eligible for FHWA administered funds are:

- the National Highway System (NHS)
- the Interstate System, which is a component of the NHS, and
- non-NHS routes which include all other functionally classified routes (except rural minor collector and local access) (SAFETEA-LU does not allow Surface Transportation Program (STP) rural dollars to be used on rural minor collectors beginning with the FFY 2005 allocations)

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

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

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

- Surface Transportation Program (STP)
- Transportation Enhancement (STPE)
- NHS
- Emergency Relief Program (ER)
- Highway Bridge Program (HBP)
- Congestion Mitigation and Air Quality (CMAQ)

- Highway Safety Improvement Program (HSP)
- Railway Highway Crossing
- Safe Routes to School
- Border Infrastructure

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

The Metropolitan Planning Organization (MPO) is responsible for developing, in cooperation with the state and transit operators, a long-range transportation plan and a transportation improvement program (TIP) consistent with the long-range plan. All projects in an MPO area using Title 23 or Federal Transit Administration monies must be included in the TIP in order to proceed (refer to Appendix 12.62 for an MPO planning process flow chart).

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

MPOs with populations over 200,000 are designated as Transportation Management Areas (TMAs). TMAs have project selection authority for regional STP and CMAQ funds in consultation with the state. Washington MPOs and designated county area lead agencies are given project selection authority for regional STP funds.

## 12.2 Coordination With Planning Agencies

SAFETEA-LU requires a continuous transportation planning process. That process involves:

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

Development of the STIP includes:

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

**.21 Statewide Transportation Improvement Program (STIP).** SAFETEA-LU places considerable emphasis on transportation planning and programming activities at both the regional and state levels. There is a federal requirement for a statewide planning process and a mandate to plan in consultation and coordination with regional planning organizations. The regional planning approach also calls for new cooperative intergovernmental relationships and additional opportunities and mechanisms for public participation.

SAFETEA-LU requires the STIP to contain four-years by July 2007. The basic required elements of the STIP, which must be approved by FHWA and the Federal Transit Administration (FTA) are:

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

TMA and MPO TIPs must:

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

Projects funded solely with state or local sources may also be included in the STIP. For consistency in planning and coordination of projects, agencies are encouraged to include all projects with secured funding.

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

Individual project identification is required for locally and federally funded projects; project selection for federally funded projects is accomplished through county area lead agencies (see Appendix 12.66).

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

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

Project identification is generally accomplished individually for locally and federally funded projects. Federally funded projects are selected by the MPO. A separate process is used for federally funded statewide competitive projects including, bridge, enhancements and safe routes to school, followed by a confirmation by the MPO.

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

Reporting is accomplished through the submittal of the MPO-TIP to WSDOT Headquarters Highways and Local Programs.

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

In the preparation of long-range plans and TIPs, SAFETEA-LU requires consideration of the land use impact of transportation decisions and requires that transportation decisions be made on a regional basis. In Washington, the regional orientation of the planning process is reinforced by vesting planning and project selection authority not only in TMAs, but also in MPOs and in county areas outside MPOs and RTPOs.

SAFETEA-LU also mandates that long-range plans and TIPs be financially feasible. The goals and requirements of GMA and SAFETEA-LU complement each other and the STP funds help achieve growth management objectives.

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

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

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

**Local Agency STIP Timelines**

| Deadline | Description |
|---|---|
| April 1 | Transit agencies, working with legislative authority of each municipality prepare a six-year transit development plan. |
| May | Highways and Local Programs notifies local agencies of deadline to adopt and submit their six-year programs. |
| **June 30** | **Cities, and towns must have six-year transportation programs adopted.** |
| August 1 | Adopted TIPs due to Highways & Local Programs. |
| Aug./Sept. | MPO assemble regional TIP and prepare analysis for conformity finding. |
| **October 1** | **WSDOT Highways and Local Programs begins developing the STIP, including all MPO RTPO, local, and WSDOT projects.** |
| November | WSDOT submits MPO TIP to Governor for approval. |
| December | WSDOT Highways and Local Programs submits the STIP to FHWA and FTA for approval. "Draft STIP is available for public review in WSDOT region offices while being reviewed by FHWA and FTA. |
| December | Counties adopt annual budgets. |
| January | FHWA and FTA approve the STIP. |

The STIP is amended each month through October. See the Web site at: http:www.wsdot.wa.gov/ta/progmgt/stip/stiphp.htm for the amendment schedule.

## 12.3 Funding Sources

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

Eligible projects include:

- New construction, reconstruction, seismic retrofit, operational improvements including the interstate system and bridges.
- Capital costs for transit projects eligible for FTA funding.
- Fringe and corridor parking, carpool, vanpool, bicycle, and pedestrian facilities.
- Highway and transit safety improvements.
- Highway and transit research and technology transfer.
- Capital and operating costs for traffic monitoring, management and control facilities, and programs.
- Surface transportation planning.
- Transportation enhancement activities.
- Certain Clean Air Act transportation control measures (TCMs).
- Development and establishment of management systems.
- Wetlands mitigation (i.e., surface drainage and banking).
- Sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and de-icing compositions.
- Programs to reduce extreme cold starts.
- Environmental restoration and pollution abatement projects, including retrofit or construction of stormwater treatment facilities.
- Natural habitat mitigation, but specifies that if wetland or natural habitat mitigation is within the service area of a mitigation bank, preference will be given to use the bank.
- Privately owned vehicles and facilities that are used to provide intercity passenger service by bus.
- Modifications of existing public sidewalks to comply with the requirements of the Americans with Disabilities Act (ADA). (Effected sidewalks are not required to be on a federal-aid highway right of way to qualify.)

- Infrastructure based intelligent transportation system capital improvements.
- Preventative maintenance activities which extend the service life of the facility (pavements, bridges, and essential highway appurtenances) are eligible for federal funding with prior approval by H&LP. H&LP has determined that thin overlays and bituminous surface treatments (BST) are eligible activities. As part of determining eligibility for all other preventative maintenance activities, the agency will need to provide H&LP information on how the proposed project is part of an area-wide or system-wide program for preventative maintenance to extend the service life of the facility. The current level of safety and accessibility must be maintained or enhanced as part of the federal project.
- Advanced truck stop electrification systems.

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

The maximum federal share is 86.5 percent.

a. **STP — Regional Competitive Program (STPR/STPU).** STP regional funds allocated to TMA, MPO, RTPO and county lead agencies must be used to improve the transportation system based on regional priorities. Projects will be selected through a competitive process with criteria that is applied to all projects and relates to the regional priorities. All jurisdictions with eligible projects shall compete equally. STP regional funds will not be distributed based on population or any other formula method.

   1. Eligibility — projects must be on federally functional roads classified higher than rural minor collector and local access roads. All transportation modes are eligible.
   2. Selection criteria — TMA, MPO, RTPO, or county lead agency shall develop criteria that relates to their regional priorities, establish application procedures and inform the local agency of the selections.
   3. Reporting requirements – TMA, MPO, RTPO or lead agency shall report to WSDOT Headquarters Highways & Local Programs the list of projects selected.

b. **STP —Transportation Enhancement Program STP(E).** The enhancement program funds projects that allow communities to strengthen the local economy, improve the quality of life, enhance the travel experience for people traveling by all modes, and protect the environment. The enhancement program is funded by a 10 percent set-aside of the STP program. Enhancement projects are currently funded at 100 percent federal for all eligible items.

All enhancement projects must relate to surface transportation and include at least one of the twelve qualifying activities listed below:

- Pedestrian or bicycle facilities.
- Acquisition of scenic easements or scenic historic sites.
- Scenic or historic highway programs (including provision of tourist and welcome center facilities).
- Landscaping and other scenic beautification.
- Historic preservation.
- Rehabilitation and operation of historic transportation buildings, structures, or facilities — including historic railroad facilities and canals.
- Preservation of abandoned railway corridors — including conversion for use as bicycle or pedestrian trails.
- Control and removal of outdoor advertising.
- Archaeological planning and research.
- Provision of safety and educational activities for pedestrians and bicyclists.
- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity. Environmental activities must go beyond what is customarily provided in projects.
- Establishment of transportation museums.
- Transportation Workforce development, training, and education.

Application Procedures:

- Application requirements are established by the statewide committee and published with the call for projects.
- All RTPOs sponsor transportation enhancement workshops to inform the public of the program and the process for applying for funding.
- RTPOs establish a schedule for submitting projects. Agencies contact their RTPO for the schedule requirements.
- Each RTPO establishes a selection committee similar to the representation on the statewide committee.
- Each RTPO establishes its own criteria for prioritizing projects and ranks projects within its respective area.

- Prior to RTPO policy board approval, each RTPO forwards the project applications to WSDOT Headquarters Highways and Local Programs for review of project eligibility.
- After the policy board approval, each RTPO submits its prioritized projects to WSDOT Headquarters Highways and Local Programs.
- The Committee reviews the projects proposals and recommends funding for projects, giving consideration to:
  - Local priorities as established by the RTPO
  - Quality and diversity of projects
  - Statewide distribution of funding
- The Committee submits their recommendations to the Secretary of Transportation for approval.
- Headquarters Highways and Local Programs staff informs applicants of their approved projects.
- Local agencies initiate their projects following the procedures in the ***LAG Manual.***

**.32 National Highway System (NHS).** The National Highway System (NHS) was authorized by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991.

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

In Washington the NHS is s composed of 2,610 rural miles and 758 urban miles for a total of 3,368 miles. Approximately 118 miles are owned by local agencies.

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

Any route that provides parallel service to limited access NHS routes may also receive NHS funding even if the parallel route is not included on the NHS. Improving the parallel route, however, must benefit the NHS route. WSDOT will continue to exchange NHS funds for STP funds for allocation to the responsible selection agencies (MPO, RTPO or county lead). Formula distribution of these funds is not allowed.

While there is no formal acknowledgment required, it is recognized that an agency with NHS routes is responsible for the maintenance and upkeep of those routes, that those routes are deemed to be greater importance than non-NHS routes and that when rehabilitation or reconstruction work is accomplished NHS standards apply (see Chapter 41).

The agencies are expected to consider the relative importance of the route, roadway condition and traffic impact on NHS routes as they prepare their six-year programs for their roadway systems. The local agencies and the responsible selection agencies will insure their respective NHS routes are given priority in their programming process.

Therefore, a certification from the MPOs, RTPOs and county lead agencies stating that the NHS facilities have been given priority in their programming process or the NHS facilities are in adequate condition, is required to be included in their TIP submittals to WSDOT.

For information on the designated NHS Routes, see Appendix 12.69 and 12.70.

**.33 Highway Safety Improvement Program (HSIP).** SAFETEA-LU establishes a new core safety program that is separately funded and is tied to strategic safety planning and performance.

**a. Strategic Highway Safety Plan.** The safety program requires each state to develop and implement a strategic highway safety plan that is approved by the Governor. The plan identifies safety problems and includes strategies to improve them. As part of the plan, the state is required to develop an evaluation process to assess results and use the information for future improvements.

**b. Safety Program.** Safety projects selected after January 2007 will be consistent with the Strategic Highway Safety Plan and final project approval shall be determined by the legislature and Governor's office.

WSDOT developed two grant programs to address safety in 2005 and 2006:

1. Intersections and Corridors Safety program funds safety projects that eliminate or reduce fatal or injury accidents at high accident intersections and within high accident corridors. Types of projects the Intersection and Corridor Safety program may fund are:

   - Intersection improvements such as installing signals, advanced detection at signalized intersections, signal interconnects, flashing lights, installing roundabouts or adding turn lanes.
   - Improving roadway geometrics such as increasing lane or shoulder widths, horizontal or vertical curve realignment or improving bicycle and pedestrian amenities.

- Pavement markings such as no pass stripes, pavement markers, edge stripes, higher-type retro reflective marking material, raised pavement markings or recessed pavement markers.
- Provide consistent clear zone width along a corridor (minimum width to permit a disabled vehicle to pull completely off the roadway).
- Provide appropriate recovery area or clear zone that is free of fixed object hazards (such as slope flattening or providing breakaway features).
- Installing guardrail or rumble strips.
- Implementing access management by consolidating or eliminating driveways.

In 2006, the Governor approved 25 projects totaling approximately $18 million of federal safety funds. These safety projects are funded at 100 percent federal for all eligible items.

2. Rural County Two-Lane Roadway Pilot Program funds "high-accident-corridor" projects on two lane county roads that are functionally classified as a rural arterial (02), minor arterial (06), and major collector (07). A "high-accident-corridor" is defined as a section of road one mile or more in length that exceeds the county average for collisions and severity on rural two lane arterials, minor arterials and major collectors. The "high-accident-corridor" rate shall be based on number of crashes per million vehicle miles. Counties submit projects that meet the following guidance:

   The term "high-accident-corridor project" means a project that:

   - corrects or improves a hazardous road location or feature; or
   - addresses a highway safety problem

   "High-accident-corridor" project will typically include one or more of the following:

   - Installation of rumble strips.
   - Improvement of highway signage and pavement markings (No pass stripes, pavement markers, edge stripes, wider stripes, higher-type retro reflective marking material, raised pavement markings, recessed pavement markers, etc.).
   - Installation of guideposts.
   - Installation of a traffic control or other warning device at a location with high accident potential such as warning signs for curves.

- Installation of guardrails, barriers, and crash attenuators.
- Installation of skid-resistant surface at an intersection or other location with a high frequency of accidents.
- Provide appropriate recovery area or clear zone that is free of fixed object hazards (such as slope flattening or providing breakaway features).

In 2006, the Governor approved $19.5 million of federal safety funds for this program. These safety projects are funded at 100 percent federal for all eligible items.

c. **High Risk Rural Roads Program (HRRRP)**. The high risk rural roads program is a new program that is a set-aside of the HSIP. The funds are for high risk rural road highway safety improvement projects.

A high risk rural road is defined as any public roadway functionally classified as a rural major or minor collector or a rural local road:

- On which the accident rate for fatalities and incapacitating injuries exceeds the statewide average for those functional classes of roadway; or
- That will likely have increases in traffic volume that are likely to create an accident rate for fatalities and incapacitating injuries that exceeds the statewide average for those functional classes of roadway.

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

d. **Railway-Highway Grade Crossing Program.** The railway-highway crossing program is used to fund projects that reduce the number of fatalities and injuries at public highway-rail grade crossings through the elimination of hazards and/or the installation/upgrade of protective devices at crossings. Fifty percent (50%) of the funds identified in this program must be set aside for the installation of protective devices at railway-highway crossings.

Types of projects include:

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

Federal participation is 90 percent with 10 percent local match.

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

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

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

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

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

Types of projects include:

- **Engineering fixes:** To create safer routes for children bicycling and walking to schools (e.g., like sidewalks, pathways, street safety and design improvements).
- **Education and encouragement curriculums and programs:** To encourage children to become physically active by walking and biking to school.
- **Enforcement programs:** To utilize local law enforcement agencies to improve traffic safety around schools with school zone, school route law and safety enforcement programs.

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

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

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

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

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

**Matching Requirements**

1. Replacement and rehabilitation bridge projects will be federally funded at 80 percent for all phases.*
2. Preventative Maintenance bridge projects will be federally funded at 100 percent, up to a maximum of $3 million, for all phases.*
3. A maximum participation amount may be established for high cost bridges and bridge projects that have had large increases.

   *Bridge approach costs are limited to 15 percent of the original approved eligible bridge costs (see Chapter 34.55).

**Funding Limits**

1. A maximum participation amount will be established for:

   High cost bridge projects

   Bridge projects that have previously received an increase in FHWA bridge funds.

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

**.36 Congestion Management and Air Quality (CMAQ)**. The CMAQ program provides funding for transportation projects and programs that will contribute to attainment of National Ambient Air Quality Standards (NAAQS). CMAQ provides funding for projects and programs in air quality nonattainment and maintenance areas for ozone, carbon monoxide (CO) and particulate matter (PM-10, PM-2.5) which reduce transportation related emissions. For more information on Air Quality requirements, please see the WSDOT *Environmental Procedures Manual* at: http://www.wsdot.wa.gov/publications/manuals/fulltext/M31-11/425.pdf.

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

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

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

- transportation activities in an approved SIP
- transportation control measures (TCMs)
- bicycle and pedestrian facilities and programs
- management systems
- traffic monitoring, management, and control operations
- emission inspection/maintenance programs
- public transit projects
- highway and transit maintenance and reconstruction projects
- planning and air quality monitoring projects
- public/private initiatives
- extreme low-temperature cold start programs
- Magnetic Levitation Transportation Technology Deployment program projects
- establish or operate advanced truck stop electrification systems
- improve transportation management systems and operations that mitigate congestion and improve air quality
- involve the purchase of integrated, interoperable emergency communications equipment
- involve the purchase of diesel retrofits that are for motor vehicles or non-road vehicles and non-road engines used in construction projects located in ozone or particulate matter non-attainment or maintenance areas and funded under 23 USC

- conduct outreach activities that provide assistance to diesel equipment and vehicle owners and operators regarding the purchase and installation of diesel retrofits

After a project is selected for funding with CMAQ funds it must be included in a conforming transportation plan and TIP, and conform to the requirements of the Clean Air Act. They must also meet the National Environmental Policy Act (NEPA) and be a part of the STIP.

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

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

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

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

Sidewalk extensions and wheelchair ramps are eligible if they are incidental to an eligible CMAQ project, but are not eligible if they are the only work in the project.

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

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

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

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

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

The maximum federal share is 86.5 percent.

Pedestrian and bicycle activities are limited to 80 percent federal participation. Some activities on the Interstate System can be 90 percent federal participation.

The CMAQ funds are dedicated to the five Washington State air quality nonattainment or maintenance areas in the Central Puget Sound, Vancouver, Spokane, Yakima and Thurston County areas. Projects are selected and prioritized by the Metropolitan Planning Organization (MPOs) for these regions. The CMAQ project selection process is:

1. The MPO publishes a request for projects with specific criteria. This is done typically each year. Project criteria will vary between regions.
2. The agency submits candidate projects to the MPO in response to the MPO request. An estimate of the reduction in emissions from the proposed project is required with the project submittal.
3. The MPO prioritizes the submitted projects. Projects that implement the SIP for air quality will receive highest priority.
4. Projects are selected by the MPO based upon the priorities and available funds for inclusion in the TIP and STIP.

For more information, contact the MPO in your region:

- Central Puget Sound Area — Puget Sound Regional Council (PSRC)
- Spokane Area — Spokane Regional Transportation Council (SRTC)
- Vancouver Area — Southwest Washington Regional Transportation Council (SWRTC)
- Yakima Area — Yakima Valley Conference of Governments (YVCOG)
- Thurston County — Thurston Regional Planning Council (TRPC)

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

**.37 Emergency Relief (ER) Program (refer to Chapter 33 for details)**. Before emergency funds can be made available:

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

The ER program provides funds for the repair or reconstruction of roadways and bridges on federal aid routes which have suffered serious damage as a result of natural disasters such as floods, hurricanes, tidal waves, earthquakes, severe storms, landslides, or as a result of catastrophic failures from an external cause.

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

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

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

**.38 Coordinated Border Infrastructure program.** The Coordinated Border Infrastructure is a new program created in SAFETEA-LU (beginning in FFY 2006) that replaces a discretionary program identified in TEA-21. The program funds projects that improve the safe movement of motor vehicles at or across the land border between the US and Canada within 100 miles.

The types of improvements eligible are those that facilitate/expedite cross border motor vehicle and cargo movements such as:

- Improvements to existing transportation and supporting infrastructure.
- Construction of highways and related safety and safety enforcement facilities related to international trade.
- Operational improvements, including those related to electronic data interchange and use of telecommunications.
- Modifications to regulatory procedures.
- International coordination of transportation planning, programming and border operation with Canada.

The maximum federal share is 86.5 percent.

WSDOT, in cooperation with local agencies, identifies projects that are eligible for funding through the program. Final project approval shall be determined by the legislature and Governor's office.

## 12.4 FHWA Discretionary Programs

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

**.41 National Corridor Infrastructure Improvement Program.** The purpose of the National Corridor Infrastructure Improvement program is to provide funding for construction of highway projects in corridors of national significance to promote economic growth and international or interregional trade.

Types of projects eligible for the funds include:

- a corridor linking two existing segments of the Interstate System
- a project facilitating major multi-state or regional mobility, economic growth and development in areas underserved by highway infrastructure
- commercial traffic in corridor has increased since enactment of NSAFTA and where traffic is projected to increase in the future
- international truck-borne commodities movement through the corridor
- the project will reduce congestion on an existing segment of the Interstate
- the project will reduce commercial and other travel time through a major freight corridor

All funds from this program were earmarked in the SAFETEA-LU legislation for projects designated in section 1302.

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

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

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

The program is 80 percent federal/20 percent local.

WSDOT and local agencies submit project proposals to congressional delegates for consideration.

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

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

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

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

WSDOT and local agencies submit project proposals to congressional delegates for consideration.

**.44 National Scenic Byways Program.** The purpose of the program is to recognize and enhance routes that have outstanding scenic, historic, cultural, natural, recreational, and archaeological qualities, and support the state scenic byway program.

Grants and technical assistance are provided to states and Indian tribes to implement projects on highways designated as National Scenic Byways (NSB) All American Roads (AAR), America's Byways, State scenic or Indian tribe byways; and to plan, design and develop a State or Indian tribe scenic byway program.

Washington's Scenic Byways program is a network of over 3,000 miles of state, local and tribal routes. These routes were designated by the legislature through the Scenic and Recreational Highway Act of 1967, to preserve and enhance the unique scenic, historic or recreational qualities found along Washington's transportation routes. These byways are supported by local community organizations and many have facilities to enhance the byway story for the traveler. Participation in the program is voluntary, and there are no land use regulations which apply to scenic byways other than those found in the Scenic Vistas Act relating to billboard control.

Basic eligibility requires that routes must:

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

Scenic byways funds are available for:

- Planning, design and development of a statewide scenic byway program.
- Development and implementation of a corridor management plan to maintain the scenic, historic, recreational, cultural, natural, and archaeological characteristics of a state designated route while providing for accommodation of increased tourism and development of related amenities.
- Safety improvements to a state designated route, National Scenic Byway, or All-American Road to the extent that the improvements are necessary to accommodate increased traffic and changes in the types of vehicles using the highway as a result of the designation.
- Construction along a state designated route, NSB, or AAR of facilities for the use of pedestrians and bicyclists, rest areas, turnouts, highway shoulder improvements, overlooks, and interpretive facilities. **Passing lanes are no longer an eligible item.**
- Improvements to a state designated route, NSB, or AAR that will enhance access to recreational area, including water-related recreation.
- Protection of scenic, historic, recreational, cultural, natural, and archaeological resources in an area adjacent to a state designated route, NSB, or AAR.
- Developing and providing tourist information to the public, including interpretive information about the state designated route, NSB, or AAR.
- Development and implementation of a scenic routes marketing program.

The program is 80 percent federal/20 percent local.

Project applications are called for each Federal Fiscal Year (FFY) and coordinated through WSDOT. WSDOT and a panel of experts review and prioritize the applications and forward them to the FHWA Division office. Indian tribe project applications are to be submitted directly to the FHWA Division office in Washington State. FHWA Division office forwards the projects to their National office for final selection. FHWA notifies the state of the successful candidates.

The Scenic Byways program is administered through WSDOT Highways & Local Programs. The State Scenic Byways Coordinator is responsible for providing technical assistance to byway organizations by: reviewing route eligibility for inclusion in the state program; explaining the benefits of the NSB program; providing general guidance for applicants in the annual call for projects; acting as a liaison between the State and National Scenic Byways programs; and assisting byway organizations seeking designation as a NSB.

**.45 Transportation and Community and System Preservation Program (TCSP).** The Transportation and Community and System Preservation (TCSP) program is intended to address the relationships between transportation and community and system preservation plans and practices and identify private sector-based initiatives to improve those relationships.

The grants are to plan and implement strategies that improve the efficiency of the transportation system; reduce environmental impacts of transportation; reduce the need for costly future public infrastructure investments; ensure efficient access to jobs, services and centers of trade; and examine community development patterns and identify strategies to encourage private sector development. Eligibility is broadly defined to include activities eligible for Federal highway and transit funding or other activities determined by the USDOT Secretary to be appropriate.

Priority will be given to projects that:

- have instituted coordinated preservation or development plans that promote cost-effective investment and private sector strategies
- have instituted other TCSP policies such as those addressing high-growth areas, urban growth boundaries, “green corridors” programs that provide access to major highway corridors for controlled growth areas
- address environmental mitigation, and
- encourage private sector involvement

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

WSDOT and local agencies submit project proposals to congressional delegates for consideration.

## 12.5 Transfer of STP, Enhancement, and CMAQ Funds to the Federal Transit Administration (FTA)

Funds may be transferred from FHWA to FTA for projects that are eligible under FTA. If the project is a traditional transit project, it should be transferred to FTA. If the project involves construction of roads or highways, it should stay with FHWA.

For projects that are not clearly transit or highway, the project sponsor should select the administering federal agency. This selection should be done in informal consultation with the two agencies and the Washington State Department of Transportation. Park and ride lots, Transportation Demand Management (TDM) activities, and intermodal facilities might be eligible under both agencies' programs.

This matrix illustrates the FTA transfer options:

**Options for Federal Management Grantee**

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

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

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

## 12.6 Appendices

12.62 MPO Planning Flow Chart

12.63 Map of MPOs and RTPOs

12.64 Vacant

12.65 MPO/RTPO Directory

12.66 STP Lead Agencies

12.67 Six Year Transportation Program Instructions

12.68 Six Year Transportation Program Worksheet

12.69 List of Local Agency NHS Mileage (formerly Appendix 63.81)

12.70 Local Agency NHS Route Termini (formerly Appendix 63.82)

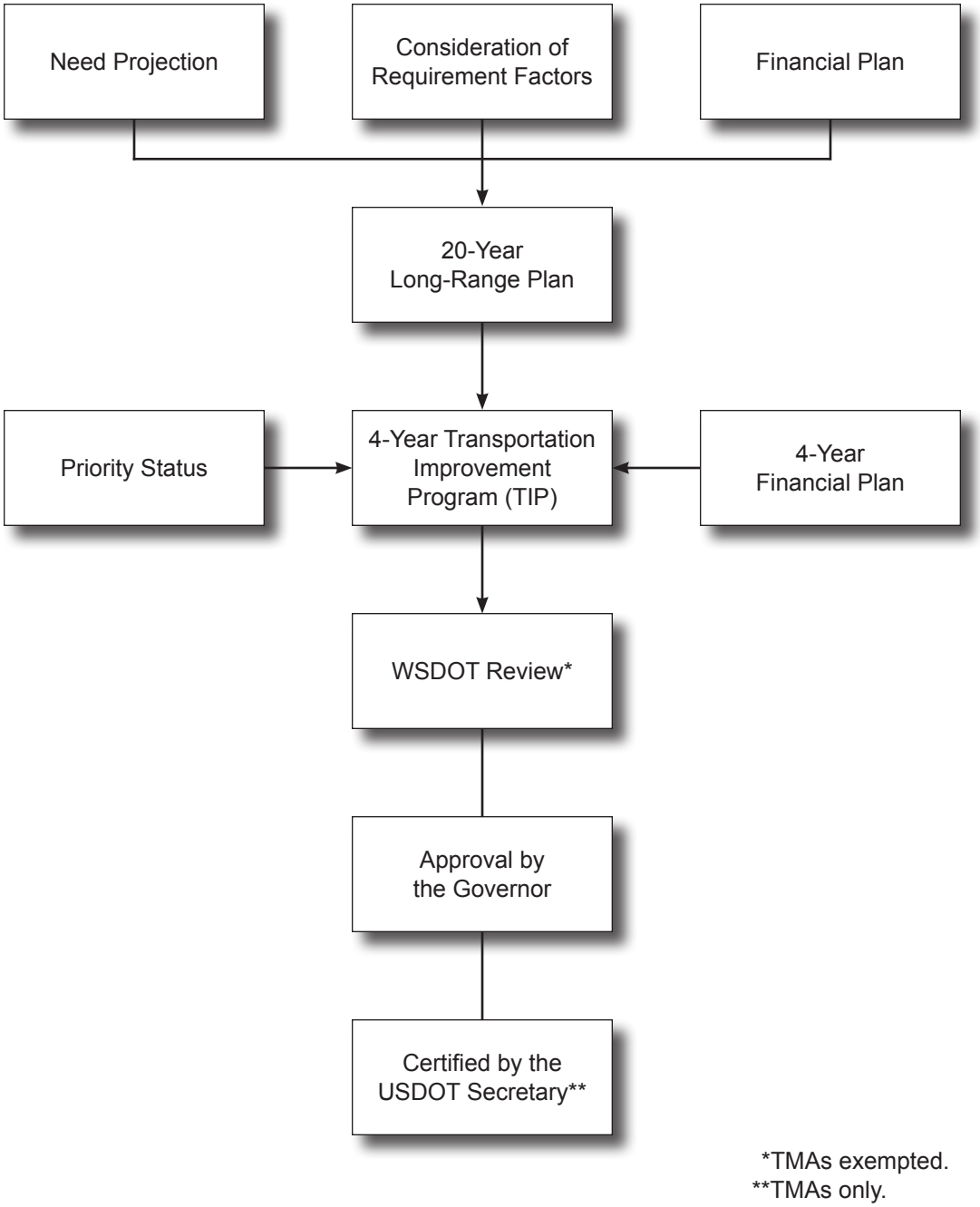
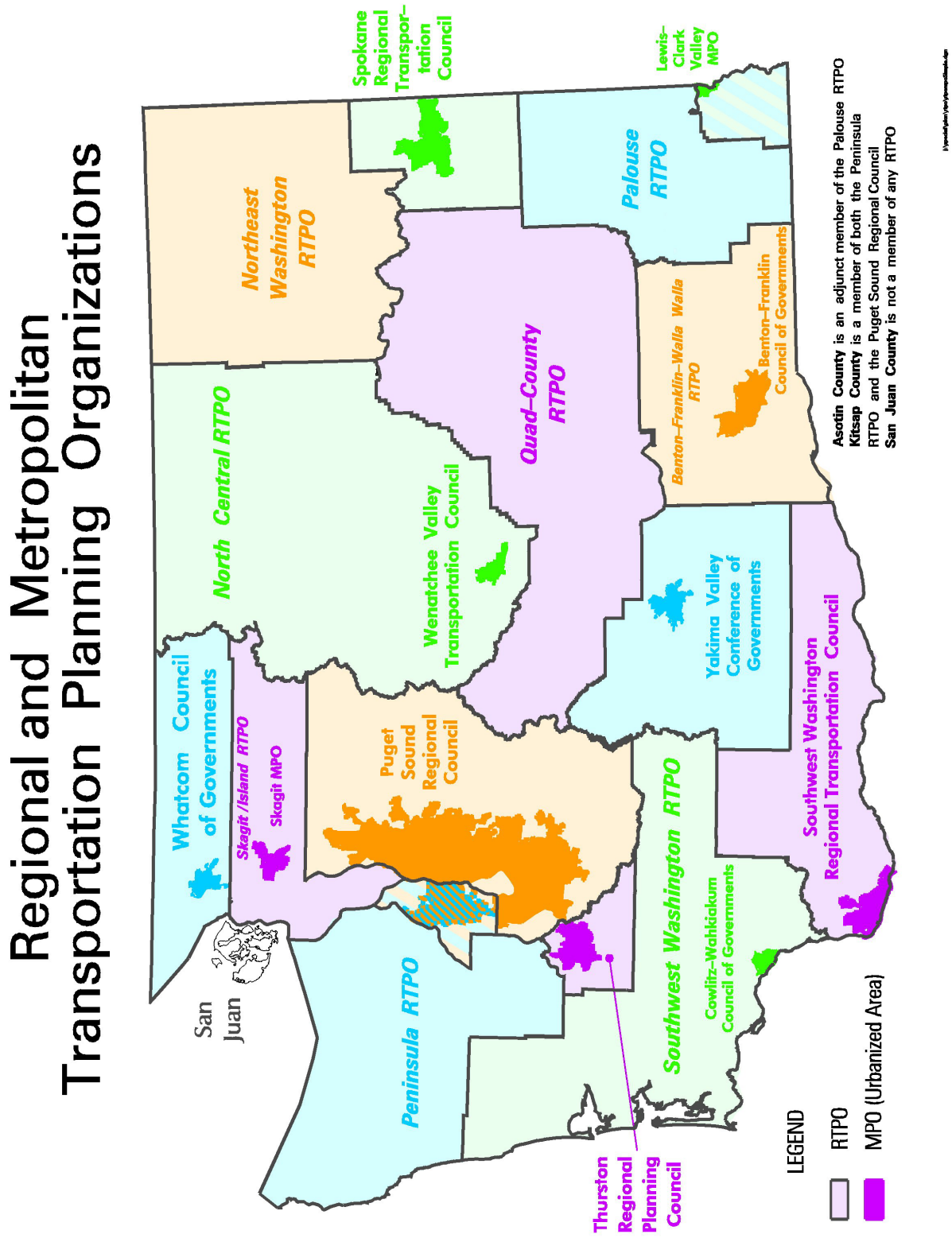



**Figure 1-1**
**Regional Planning and Programming Process**
**(Simplified Chart for MPOs)**


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

| MPO/RTPO | Counties | Lead Agency |
|---|---|---|
| *Benton-Franklin Council of Governments (BFCG)<br><br>Benton-Franklin Walla Walla RTPO (BFWW) | Benton<br>Franklin<br>Walla Walla | BFCG<br>1622 Terminal Drive<br>PO Box 217<br>Richland, WA 99352-0217<br>Phone: (509) 943-9185<br>Fax: (509) 943-6756 |
| *Cowlitz-Wahkiakum Council of Governments (CWCOG)<br><br>Southwest Washington RTPO (SWRTPO) | Cowlitz<br>Grays Harbor<br>Lewis<br>Pacific<br>Wahkiakum | Cowlitz-Wahkiakum Council of Governments<br>207 4th Avenue N<br>Administration Annex<br>Kelso, WA 98626-4195<br>Phone: (360) 577-3041<br>Fax: (360) 425-7760 |
| Lewis Clark Valley (LCV) MPO | Asotin<br>Nez Perce | Lewis Clark Valley<br>PO Box 759<br>Asotin, WA 99402-0759<br>Phone: (208) 746-1318<br>Fax: (208) 746-5595 |
| N.E.W. RTPO (Tri-County) | Ferry<br>Pend Oreille<br>Stevens | N.E.W. RTPO<br>347 W 2nd, Suite A<br>Colville, WA 99114-2300<br>Phone: (509) 684-4571<br>Fax: (509) 684-4788 |

* Indicates also an MPO

| MPO/RTPO | Counties | Lead Agency |
|---|---|---|
| Palouse RTPO | Asotin<br>Columbia<br>Garfield<br>Whitman | Palouse Economic Development Council<br>845 Port Way<br>Clarkston, WA 99403-1800<br>Phone: (509) 751-9144<br>Fax (509)758-1309 |
| Peninsula RTPO | Clallam<br>Jefferson<br>Kitsap<br>Mason | Olympic Region<br>MS: 47440<br>PO Box 47440<br>Tumwater, WA 98504-7440<br>Phone: (360) 357-2600<br>Fax: (360) 357-2601 |
| *Puget Sound Regional Council (PSRC) | King<br>Kitsap<br>Pierce<br>Snohomish | PSRC<br>1011 Western Avenue, Suite 500<br>Seattle, WA 98104-1035<br>Phone: (206) 464-7090<br>Fax: (206) 587-4825 |
| QUAD-County RTPO (QUADCO) | Lincoln<br>Grant<br>Adams<br>Kittitas | Lincoln County (Lead Agency for QUADCO)<br>Department of Public Works<br>27234 SR 25 N.<br>Davenport, WA 99122<br>Phone: (509) 725-7041<br>Fax: (509) 725-4467 |

* Indicates also an MPO

| MPO/RTPO | Counties | Lead Agency |
|---|---|---|
| *Skagit Metropolitan Planning Organization Skagit/Island RTPO | | Skagit Metropolitan Planning Organization<br>204 Montgomery Street<br>Mt. Vernon, WA 98273-3843<br>Phone: (360) 416-7877<br>Fax: (360) 416-7831<br>E-mail: scog@sos.net |
| | Island | Island County Public Works<br>PO Box 5000<br>Coupeville, WA 98239-5000<br>Phone: (360) 678-7959<br>Fax: (360) 678-4550<br>E-mail: mikem@co.island.wa.us |
| *Southwest Washington Regional Transportation Council (RTC) | Clark<br>Klickitat<br>Skamania | RTC<br>1300 Franklin Street, Floor 4<br>PO Box 1366<br>Vancouver, WA 98666-1366<br>Phone: (360) 397-6067<br>Fax: (360) 397-6132<br>E-mail: info@rtc.wa.gov |
| *Spokane Regional Transportation Council (SRTC) | Spokane | SRTC<br>221 W First Avenue, Suite 310<br>Spokane, WA 99201-3645<br>Phone: (509) 343-6370<br>Fax: (509) 343-6400 |

* Indicates also an MPO

| MPO/RTPO | Counties | Lead Agency |
|---|---|---|
| *Thurston Regional Planning Council (TRPC) | Thurston | TRPC<br>2424 Heritage Court SW #A<br>Olympia, WA 98502-6046<br>Phone: (360) 956-7525<br>Fax: (360) 956-7815 |
| *Wenatchee Valley Transportation Council (WVTC)<br><br>North Central RTPO (NCRTPO) | Chelan<br>Douglas<br>Okanogan | WVTC<br>300 South Columbia Street 3rd Floor<br>Wenatchee, WA 98801-6144<br>Phone: (509) 663-9059<br>Fax: (509) 663-2022 |
| *Whatcom Council of Governments (WCOG) | Whatcom | WCOG<br>314 East Champion Street<br>Bellingham, WA 98225-4502<br>Phone: (360) 676-6974<br>Fax: (360) 738-6232 |
| *Yakima Valley Conference of Governments (YVCOG) | Yakima | YVCOG<br>311 North 4th Street, Suite 202<br>Yakima, WA 98901-2467<br>Phone: (509) 574-1550<br>Fax: (509) 574-1551 |

* Indicates also an MPO

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

## Six Year Transportation Improvement Program
## Instructions for Completing the Form

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

**Heading**

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

**Column Number**

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

**Description**

00 - No Classification

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

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

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

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

**Description**

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

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

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

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

## Six Year Transportation Improvement Program
## Instructions for Completing the Form

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

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

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

PE - Preliminary Engineering, including Design (or Planning)
RW - Right of Way or land acquisition
CN - Construction only (or transit planning or equipment purchase)
ALL - All Phases from Preliminary Engineering through Construction
(**Use *only* in Years 4, 5, & 6**)

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

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

CBI - Combined Border Infrastructure
BIA - Bureau of Indian Affairs
BR - Bridge Replacement or Rehab.
CBDG - Community Development Block Grant (HUD)
CMAQ - Congestion Mitigation Air Quality
DEMO - TEA-21 Demo Projects (Selected)
Discretionary - Ferry Boat Discretionary, Public Lands Highway, Scenic Byways, etc.
DOD - Department of Defense
IC - Interstate Construction
IM - Interstate Maintenance
IRR - Indian Reservation Roads
NHS - National Highway System
3037 - FTA Job Access/Reverse Commute

**FTA Discretionary for Capital Expenditures**

5307 - FTA Urban Areas
5309 (Bus) - Bus
5309 (FG) - Fixed Guideways
5309 (NS) - New Starts
5310 - FTA Elderly/Disabled
5311 - FTA Rural Areas
5316 - FTA JARC Rural
5317 - FTA New Freedom
REV - Rural Economic Vitality Program
SRTS - Safe Routes To Schools
STP(C) - STP Statewide Competitive Program
STP(E) - STP Transportation Enhancements
STP(L) - STP Legistaltive Earmarks
STP(S) - STP Safety Including Hazard and RR
STP(R) - STP Rural Regionally Selected
STP(U) - STP Urban Regionally Selected
STP - STP (**WSDOT Use Only**)

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

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

CAPP - County Arterial Preservation Program
CHAA - Route Transfer Program (formerly City Hardship Assistance Account)
TPP - Transportation Partnerships Program
AIP - Urban Arterial Program (formerly Arterial Improvement Program
PSMP - Sidewalk Program (formerly Pedestrian Safety & Mobility Program)
PWTF - Public Works Trust Fund
RAP - Rural Arterial Program
SCP - Small City Arterial Program (formerly Small City Program)
SCPP - Small Cities Pavement Preservation
FMSIB - Freight Mobility Strategic Invest. Board
WSDOT - WSDOT funds
OTHER - Any other ***unlisted*** state fund codes

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

## Six Year Transportation Improvement Program
## Instructions for Completing the Form

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

15**.** **Total Funds**. Enter the sum of columns 10, 12, and 14. (This will auto-total in the STIP software program.)

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

20. **Environmental Data Type**. Enter the type of environmental documentation that will be required for this project. Environmental determination must be completed before the Right-of-Way/Construction phase(s) can be obligated. (This is ***required*** for ***Federally funded*** projects.)

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

21. **R/W Certification**. If Right of Way acquisition is required, enter R/W Certification Date, if known. (This is ***required*** for ***Federally funded*** projects .)

Washington State Department of Transportation

Page 1 **Six Year Transportation Improvement Program**

**From** _____ **to** _____

**Agency:** _____

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

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

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

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

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

## STP Distribution Attributable to the Proposed NHS System

| Local Jurisdiction by MPO/RTPO | Approximate NHS Miles | % NHS | Lead Agency |
|---|---|---|---|
| Clallam County | 0.85 | 0.72 | |
| Richland | 0.85 | 0.72 | |
| Dept of Energy/Benton Co. | 2.35 | 1.99 | |
| Pasco | 0.58 | 0.49 | BFCG |
| Douglas County | 3.74 | 3.17 | |
| East Wenatchee | 0.21 | 0.18 | Douglas County |
| King County | 1.77 | 1.50 | |
| Bellevue | 2.16 | 1.83 | |
| Federal Way | 0.40 | 0.34 | |
| Kent | 1.55 | 1.31 | |
| Kirkland | 1.29 | 1.09 | |
| Renton | 3.02 | 2.56 | |
| Seatac | 2.35 | 1.99 | |
| Seattle | 38.29 | 32.41 | |
| Shoreline | 0.91 | 0.77 | |
| Tukwilla | 2.67 | 2.26 | |
| Port of Seattle | 1.25 | 1.06 | |
| Kitsap County | 10.45 | 8.84 | |
| Port Orchard | 0.73 | 0.62 | |
| Pierce County | 0.25 | 0.21 | |
| Lakewood | 1.08 | 0.91 | |
| Fife | 0.12 | 0.10 | |
| Tacoma | 1.13 | 0.96 | |
| Snohomish County | 4.19 | 3.35 | |
| Lynnwood | 0.09 | 0.08 | |
| Mountlake Terrace | 0.09 | 0.08 | |
| Everett | 1.59 | 1.35 | PSRC |
| Spokane County | 4.33 | 3.66 | |
| Spokane | 3.23 | 2.73 | SRTC |
| Whitman County | 2.78 | 2.35 | |
| Pullman | 0.44 | 0.37 | Whitman County |
| Thurston County | 0.75 | 0.63 | |
| Lacey | 5.14 | 4.35 | |
| Olympia | 2.18 | 1.85 | |
| Tumwater | 2.50 | 2.12 | TRPC |
| Walla Walla Port | 0.72 | 0.61 | Walla Walla County |
| Whatcom County | 0.26 | 0.22 | |
| Bellingham | 4.90 | 4.15 | WCOG |
| Yakima County | 1.79 | 1.52 | |
| Union Gap | 0.58 | 0.49 | |
| Yakima | 2.43 | 2.06 | YVCOG |
| Vancouver | 0.28 | 0.24 | |
| Island County | 1.88 | 1.59 | |
| **Total** | **118.15** | **100.00%** | |

| Agency Name | Functional Class | Route Name | Start Location | Ending Location |
|---|---|---|---|---|
| Bellevue | 14 | NE 8th Street & NE 4th Street | I-405 | Bellevue Transit Center |
| Bellevue | 16 | 108th Avenue NE & NE 6th St. | I-405 | Bellevue Transit Center |
| Bellevue | 16 | SE Eastgate Way | Eastgate P&R | 156th Avenue SE |
| Bellevue | 14 | Lake Washington Boulevard | I-405 | Kirkland C/L |
| Bellevue | 16 | Northrup Way | Lake Washington Blvd. | 108th Avenue NE |
| Bellingham | 14 | 12th Street | Donovan Avenue | Harris Avenue |
| Bellingham | 17 | Harris | 12th | Alaskan Ferry |
| Bellingham | 14 | Meridian Street | I-5 | Port of Bellingham |
| Bellingham | 16 | Squallicum Way | I-5 | Port of Bellingham |
| Clallam County | 16 | Airport Road | SR 101 | Airport |
| Douglas County | 02 | Grant Road & Airport Way | Urban Boundary | Airport Terminal |
| Douglas County | 16 | Grant Road | City Limits | Urban Boundary |
| East Wenatchee | 14 | Grant Road | State Highway 28 | C/L |
| Everett | 14 | 20th Avenue | SR 526 | Boeing Parking Lot |
| Everett | 14 | Airport Road | SR 526 | Everett C/L |
| Everett | 14 | Pacific Avenue | Multimodal Center | I-5 |
| Everett | 17 | Hoyt Avenue | Everett Transfer Center | Everett Avenue/SR 529 |
| Federal Way | 14 | S 320th Street | Federal Way P&R | I-5 |
| Federal Way | 14 | S 348th Street | South Federal Way P&R | SR 99 |
| Fife | 14 | Port of Tacoma Road | I-5 | Fife C/L |
| Island County | 07 | Ault Field Road | Whidby Island NAS | SR 20 |
| Kent | 14 | James Street | West Valley Highway | N Lincoln Avenue |
| Kent | 16 | N Lincoln Avenue & 264th Street | SR 516 | Kent P&R |
| Kent | 17 | James Street | 64th Avenue S | West Valley Highway |
| Kent | 19 | 64th Avenue S | James Street | Meeker Street |
| King County | 14 | Rainer Avenue South | Renton C/L | Seattle C/L |
| King County | 16 | Juanita-Woodinville Way | Brickyard P&R | I-405 |
| King County | 14 | S 272nd Street | SR 99 | Star Lake P&R |
| Kirkland | 16 | Northrup Way & 108th Ave. NE | S Kirkland Transit Center | Lake Washington Blvd. |
| Kirkland | 14 | NE 124th Street | 116th Avenue NE | I-405 |
| Kitsap County | 07 | Beach Drive | Manchester Fuel Depot | Urban Boundary |
| Kitsap County | 16 | Beach Drive | Urban Boundary | Port Orchard C/L |
| Kitsap County | 16 | Clear Creek Road | SR 3 | Trigger Avenue |
| Lacey | 17 | 6th Avenue SE | Lacey Transit Center | College Street |
| Lacey | 14 | College Street SE | I-5 | Yelm Highway |
| Lynnwood | 17 | 200th Street SW | Lynwood P&R | 44th Avenue W |
| Mountlake Terrace | 16 | 236th Street SW | I-5 | Mt. Lake Terrace P&R |
| Olympia | 14 | State Avenue | Transit Center | Plum Street |
| Olympia | 14 | Henderson Boulevard | I-5 | State Avenue |
| Olympia | 19 | Washington Street | 4th Avenue | Port of Olympia |
| Olympia | 14 | 4th Avenue | Plum Street | Washington Street |

| Agency Name | Functional Class | Route Name | Start Location | Ending Location |
|---|---|---|---|---|
| Pasco | 14 | 20th Avenue | I-182 | Argent Road |
| Pierce County | 14 | Bridgeport Way SW | I-5 | McChord AFB |
| Pierce County | 14 | 112th Street South | SR 512 | McChord AFB |
| Pierce County | 14 | Port of Tacoma Road | Fife C/L | Tacoma C/L |
| Port of Seattle | 12 | Airport Freeway | SR 518 | Seatac Airport |
| Port Orchard | 16 | Beach Drive | SR 166 | Port Orchard C/L |
| Pullman | 16 | Airport Road | SR 270 | Urban Boundary |
| Renton | 14 | Airport Way | Rainier Avenue South | I-405 |
| Renton | 14 | Rainer Avenue South | S 2nd Street | Renton C/L |
| Richland | 14 | Stevens Drive | Jadwin Avenue | Spengler Road |
| Seatac | 14 | 12th Place S/S 188th Street | I-5 | SR 509 |
| Seattle | 12 | West Seattle Freeway | South Columbian Way | Alaskan Way |
| Seattle | 14 | E Marginal Way | Seattle C/L | 1st Avenue S. Bridge |
| Seattle | 17 | S Hanford Street | E Marginal Way | 1st Avenue South |
| Seattle | 14 | Rainier Avenue South | Seattle C/L | I-90 |
| Seattle | 14 | Elliott Avenue | SR 99 Viaduct | N 145th Street |
| Seattle | 16 | NE 103rd | I-5 | Northgate P&R |
| Seattle | 14 | 1st Avenue South | South Cloverdale Street | Olson/Meyers P&R |
| Seattle | 14 | Stewart Street | I-5 | Greyhound Depot |
| Seattle | 16 | 7th Avenue | I-5 | Greyhound Depot |
| Seattle | 17 | Bellevue Avenue | I-5 | Greyhound Depot |
| Seattle | 19 | Greyhound Terminal Road | I-5 | Greyhound Depot |
| Seattle | 14 | 4th Avenue S | SR 519 | 2nd Avenue S |
| Seattle | 14 | Airport Way S | Seattle C/L | Military Road S |
| Seattle | 14 | Mercer Street | I-5 | Galer Street |
| Seattle | 16 | 14 Avenue West | Elliott Avenue West | Port of Seattle |
| Seattle | 14 | W Marginal Way SW | 1 Avenue South | Chelan Avenue SW |
| Seattle | 16 | S Forest Street | I-5 | Port of Seattle |
| Seattle | 17 | 11th Avenue SW | Spokane Street | Port of Seattle |
| Seattle | 17 | 11th Avenue SW | 11 Er Avenue SW | SW Florida Street |
| Seattle | 14 | Alaskan Way South | SR 519 | Port of Seattle |
| Seattle | 16 | Alaskan Way South | E Marginal Way South | SR 519 |
| Shoreline | 14 | North 155th Street | Aurora Avenue N | Westminster Way N |
| Snohomish County | 14 | 128th Street SW | I-5 | Everett C/L |
| Snohomish County | 17 | 4th Avenue West | Mariner P&R | 128th Street SW |
| Snohomish County | 14 | 164th Street SW | Swamp Creek P&R | I-5 |
| Spokane | 16 | Fancher Road | Spokane C/L | Felts Field (Airport) |
| Spokane County | 14 | Airport Drive | Spokane Inter. Airport | SR 2 |
| Spokane County | 14 | Sprague Avenue | I-90 | Fancher Road |
| Spokane County | 16 | Fancher Road | Sprague Avenue | Spokane C/L |
| Tacoma | 14 | Port of Tacoma Road | Tacoma C/L | Port of Tacoma |
| Thurston County | 06 | Yelm Highway | College Street | Urban Boundary |
| Tukwila | 14 | Boeing Access Road | I-5 | Tukwila C/L |
| Tukwila | 14 | Airport Way | South C/L | North C/L |
| Tumwater | 16 | Airdustrial Way | I 5 | Tumwater C/L |

| Agency Name | Functional Class | Route Name | Start Location | Ending Location |
|---|---|---|---|---|
| Union Gap | 14 | Valley Mall Boulevard | I-82 | Yakima Airport |
| Vancouver | 14 | Washington Street | I-5 | W 7th Street |
| Vancouver | 14 | C Street | I-5 | W 7th Street |
| Walla Walla Port | 16 | Airport Way | SR 12 | 6th Avenue |
| Whatcom County | 17 | Bennett Drive | I-5 | W Bakerview Road |
| Whitman County | 07 | Airport Road | Urban Boundary | Airport |
| Yakima | 14 | South 1st Street | I-82 | Yakima Airport |
| Yakima | 16 | Washington Avenue | I-82 | Yakima Airport |
| Yakima County | 07 | Firing Center Road | I-82 | Yakima Firing Center |
| Yakima County | 16 | Washington Avenue | I-82 | Yakima Airport |
| US Dept of Energy | 14 | Stevens Drive | Spengler Road | Horn Rapids Road |

| Functional Classes | Urban | Rural |
|---|---|---|
| Principal Arterial | 14 | 02 |
| Freeway and Expressway | 12 | |
| Minor Arterial | 16 | 06 |
| Collector | 17 | |
| Rural Major Collector | 07 | |
| Rural Minor Collector | 08 | |
| Local Access | 10 | 09 |

## 13.1 General Discussion

The Federal Highway Administration (FHWA) through a Stewardship Agreement, delegates authority to the Washington State Department of Transportation (WSDOT) for approving project development and construction administration. WSDOT has the option of delegating some or all of this authority to qualified local agencies, state or federal agencies, or Tribal governments. This procedure permits an agency to retain more of the approval authority at the local level when developing FHWA assisted transportation projects. WSDOT delegates this authority through a Certification Acceptance (CA) program. The CA program does not eliminate any project development procedures. Benefits of CA to a local agency include savings in time and money since the agency has the authority to develop, advertise, award, and manage its own projects. Another benefit is that only agencies with CA status may construct federal aid projects using agency forces.

CA requires local agencies to commit sufficient staff and other resources to project administration to ensure that all applicable state and federal requirements are met, and that the work can be accomplished efficiently. Once an agency has been certified, the certification agreement remains in effect indefinitely unless rescinded due to lack of performance or modified by one of the parties.

A CA agency has the option of requesting that WSDOT or another CA agency administer any given project.

By agreeing to accept Federal-aid funds, the local agency understands its roles and responsibilities with respect to carrying out the Federal-aid program. WSDOT is permitted to delegate certain activities, under its supervision, to local agencies (cities, counties, private organizations, or other state agencies) under federal regulation 23 CFR 1.11 and 635.105, however, WSDOT accepts responsibility for delegated activities.

FHWA is required by federal legislation to conduct verification activities to assure that WSDOT and the local agencies' implementation of the federal highway programs conform with laws, regulations and policies.

Projects funded by Enhancement, Scenic Byways, and Safe Routes to School programs shall be administered in accordance with Chapter 62 of the LAG Manual or in accordance with the Certification Acceptance Program.

## 13.2 Certification Acceptance (CA) Features

A certified agency is the approving authority for administering FHWA funded projects in the following project items:

a. Design.

b. Utility agreements.

c. Railroad agreements.

d. Standard consulting engineering agreements.

e. Public hearings, findings, and orders.

f. Plans, specifications, and estimates.

g. Tied bids.

h. Advertisement, award, and execution of construction contracts.

i. Construction administration.

j. Construction material testing and testing personnel.

All of the above functions should be administered per the responsibilities outlined in the Agency's approved CA Agreement.

WSDOT and FHWA retain approval authority for the following:

**WSDOT**

a. Implementation of the DBE, Title VI, and EEO programs.

b. Agency Certification Acceptance (CA) approval.

c. Project Final Acceptance.

d. Revisions to Agreements, when applicable.

e. Documentation/Project Management Reviews.

**FHWA**

a. Authorization of FHWA funds.

b. Approval of National Environmental Protection Act (NEPA) and Endangered Species Act (ESA) environmental documents.

c. Right-of-way certification approval.

d. Approval of WSDOT's Disadvantaged Business Enterprises (DBE), Title VI (Civil Rights Act of 1964), and Equal Employment Opportunity (EEO) programs.

e. Approval of the *Local Agency Guidelines* (LAG) manual.

## 13.3 Certification Acceptance Requirements

a. Projects must be administered in accordance with the *Local Agency Guidelines* (LAG) manual.

b. Projects must be administered utilizing a Professional Civil Engineer registered in the state of Washington who is either on staff as a public employee or is a contract employee designated as the agency's Engineer.

c. The agency shall have sufficient expertise and capability to perform and supervise the design, environmental, PS&E, and construction-administration phases of the project.

d. The agency must have designated an official approving authority for all WSDOT-delegated project approvals. This authority (e.g., agency executive or policy body) must officially approve each project step for which it is the approving authority, as identified in the agreement.

## 13.4 Application for Certification Acceptance

An agency applying to administer contracts under Certification Acceptance procedures must submit two copies of the Certification Acceptance Qualification Agreement and their Table of Organization to the Region Highways and Local Programs Engineer. A "Certification Acceptance Qualification Agreement" form is located at the end of this chapter and is also available through the WSDOT Region Local Programs Engineer.

After receiving the CA Qualification Agreement, the WSDOT Highways and Local Program's Project Development Engineer will conduct an interview with the local agency administrators to determine whether the agency is capable of administering an FHWA-funded project. Areas of consideration will be a determination of past performance, current staffing, overall capability, and knowledge of FHWA and state requirements.

Based on the interview, the Director of H&LP will allow the agency to administer a project under a trial/mentoring status. Immediately following the completion of the project, a Project Management Review (PMR) will be performed to evaluate how the agency performed. A favorable PMR will result in the agency achieving CA status.

## 13.5 Certification Acceptance (CA) Compliance

The WSDOT Region Local Programs Engineer will consult and advise the CA agency concerning the project-management procedures to be followed. The level of this assistance will depend on the nature of each project and the demonstrated capabilities of the agency. In order to be reasonably certain that local agencies are administering FHWA funds in accordance with the *Local Agency Guidelines,* WSDOT will perform procedural reviews on selected local agency ad-and-award projects.

These reviews will be:

- Project Management Reviews (PMR) performed by Highways and Local Programs (See Appendix 53.51 for review questions for PMR's and Documentation Reviews) and/or
- Documentation Reviews performed by the Region Local Programs Engineer
- Project Administration Reviews (PAR) by H&LP – (See chapter 62 and Appendix 62.101)

The agency may lose CA status, have its delegation of authority reduced to a project or phase of a project, or be placed on probationary CA. This may be the result of

- A PMR or Documentation Review
- An audit by the State Auditor
- Final project inspection
- The qualifications and experience of the agency staff are altered.

If a vacancy occurs in the positions described in the CA Agreement as "Approving Authority," the Region Local Programs Engineer shall be notified and may schedule an interview of the replacement person.

The loss of CA status and reinstatement conditions will be outlined in a letter from H&LP.

## 13.6 Non-CA Status

If an agency does not have CA status, the following two options are available for administration of a FHWA funded project

**Option 1**

- CA Agency Administering a Project for a Non-CA Agency

A non-CA agency enters into an Agreement with a CA agency to administer all aspects of the project. This requires approval by the Region Local Programs Engineer.

**Option 2**

The Region Local Programs Engineer acts as the CA for the agency and approves an agency to perform specific aspects of a project. An approved plan for the administration of the project is executed between the Region Local Program Engineer and the agency. This category allows projects of smaller sizes to be performed in part by the agency. The project plan shall address such issues as:

- Financing approvals — accounting/billing capabilities.
- Consultant involvement and monitoring. The agency must obtain the approval of the Region Local Programs Engineer prior to selection of a consultant.

- Development of Design and Design Documentation
- Development of plans, specifications, and estimates.
- Approval of contract documents.
- Advertising, award, execution of a contract.
- Contract oversight and documentation.
- Change Order Approval
- Material Approval

## 13.7 CA-Exceptions

Projects funded by Enhancement, Scenic Byways, and Safe Routes to School programs shall be administered in accordance with Chapter 62 of the LAG Manual or in accordance with the Certification Acceptance Program.

## 13.8 Forms

Appendix 13-1 Certification Acceptance Qualification Agreement

Appendix 13-2 Certification Acceptance Interview Form

**AGENCY _____AGENCY NO. _____**

**The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under _____ ____ CA status.**

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

   a. The project prospectus will be reviewed and approved by the following official.

   _____
   Position Title Only

   b. The local agency agreement will be reviewed and approved by the following official or officials.

   _____
   Position Title Only

   c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.

   _____
   Position Title Only

   d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.

   _____
   Position Title or Titles Only

   e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.

   _____
   Position Title or Titles Only

   f. Agreements will be signed by the following responsible local official:

      (1) Railroad _____
      Position Title Only

      (2) Utility _____
      Position Title Only

      (3) Consultant _____
      Position Title Only

(4) Technical Services _____
Position Title Only

g. The award of contract will be signed by the following responsible local official.

_____
Position Title Only

h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.

_____
Position Title Only

j. Construction administration and material sampling and testing will be accomplished in accordance with the WSDOT *Construction Manual* and the *Local Agency Guidelines.*

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.

4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.

5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.

6. Approval of the local agency certification by the Director of Highways and Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director of Highways and Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

_____ _____
**Mayor or Chairman** **Date**

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

**Approved By:** _____ _____
**Director, Highways and Local Programs** **Date**

**Agency:** _____ **Date:** _____

**Interview Conducted By:** **Agency Representatives:**

_____ _____

_____ _____

_____ _____

_____ _____

**Table of Organization:** (Get copy from agency and review duties, requirements, and personnel currently filling.)

**Position Responsible for the Following Functions**

Six-Year Transportation Improvement Program: _____
Selection of Annual Program: _____
Location/Design Approval: _____
Environmental Documents: _____
PS&E Approval: _____
Tied Bids: _____
Approval of Materials Sources: _____
Construction Administration: _____
Construction Inspection: _____
Acceptance Sampling/Test: _____
Independent Assurance Sampling/Test: _____
Change Orders: _____
Project Files: _____
OEO Interviews/Monitoring: _____
Training Goal Attainment: _____
DBE Compliance/Monitoring: _____

**Consultants**

For what areas does the agency expect to use consultants?

_____ Environmental
_____ Design
_____ PS&E Preparation
_____ Right-of-Way Appraisal
_____ Right-of-Way Negotiation
_____ Right-of-Way Relocation
_____ Construction Administration
_____ Construction Inspection
_____ Surveying
_____ Sampling and Testing

Does local agency have written procedures for the selection of consultants? Yes _____ No _____

Comments:_____

_____

If consultants are used, how will agency monitor and control the consultant's work?_____

_____

_____

_____

_____

Remind agency that they will be in control of the consultant's work and that EEO, DBE, and training should be done by agency.

**Right-of-Way**

Does the agency have procedures approved by WSDOT for:

| | | |
|---|---|---|
| Right-of-Way Acquisitions | Yes _____ | No _____ |
| Relocation | Yes _____ | No _____ |

**Procedures for Ad, Award, and Execution of Contract**

Position Responsible for:

| | |
|---|---|
| Approval to Advertise | _____ |
| Prequalification of Bidders | _____ |
| Award of Contract | _____ |
| Execution of Contract | _____ |
| Name of Legal Publication | _____ |

**General Questions About Administration**

Who decides on and approves deviations from design prior to submittal to the state for formal approval?

_____

Describe ledger system: _____

_____

_____

_____

_____

Who will check payrolls, etc.? _____

Describe change order approval process: _____

_____

_____

_____

Describe materials testing and approval process: _____

_____

_____

_____

_____

Describe agency requirements for project diary and inspectors daily report keeping: _____

_____

_____

_____

Describe agency process for approval of subcontractors: _____

_____

_____

_____

How will agency handle administration of more than one contract at the same time? _____

_____

_____

_____

How will agency handle inspection of several phases of project at same time (e.g., dirt work, electrical, paving, structure)?

_____

_____

_____

How will agency respond if project engineer and/or inspector are unable to be on job site due to illness, etc.? Who will handle control of project if needed person cannot be there? _____

_____

_____

_____

How does agency manage traffic control? _____

_____

_____

_____

Are there written procedures for preconstruction conferences? _____

_____

_____

_____

**Does Agency Have These Necessary Manuals**

| | | |
|---|---|---|
| Local Agency Guidelines | Yes _____ | No ____ |
| AASHTO — Policy on Geometric Design of Highways and Streets | Yes _____ | No ____ |
| WSDOT Construction Manual | Yes _____ | No ____ |
| WSDOT/APWA Standard Specifications | Yes _____ | No ____ |
| APWA Amendments | Yes _____ | No ____ |
| WSDOT Amendments and Standard Specifications | Yes _____ | No ____ |
| Standard Item Table | Yes _____ | No ____ |
| MUTCD | Yes _____ | No ____ |
| WSDOT Design Manual | Yes _____ | No ____ |
| WSDOT Standard Plans for Road and Bridge Construction | Yes _____ | No ____ |
| WSDOT Utility Manual | Yes _____ | No ____ |
| WSDOT Right-of-Way Manual (2 volumes) | Yes _____ | No ____ |
| SWIBS Manual | Yes _____ | No ____ |
| Hydraulics Manual | Yes _____ | No ____ |

| **Upcoming Federal Aid Projects** | **Scheduled to Begin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Summary**

Action to be taken by agency in following areas: _____

_____

_____

_____

_____

_____

_____

**Comments From Reviewers**

_____

_____

_____

_____

_____

_____

**Recommendation of Review**

_____ Full administration by agency of all projects
_____ Administration by agency on a project-by-project basis
_____ Administration by agency for projects up to $_____
_____ Deny approval for certification acceptance
_____ Remove from certification acceptance status

**Concurrence by Assistant Secretary for Highways and Local Programs**

_____ _____
Assistant Secretary for Highways and Local Programs Date

# Chapter 14 Developing Projects Using the Local Agency Guidelines

## 14.1 General Discussion

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

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

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

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

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

The part entitled "Miscellaneous," Chapters 61-62, describe the requirements for work on transportation enhancement, Scenic Byways, and Safe Routes to School projects.

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

## 14.2 Project Development Process Overview

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

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

a. Preliminary engineering (Planning).

b. Right of way acquisition.

c. Construction.

**Phase Requirements When Utilizing FHWA Funds**

For all phases, and at the time of each phase authorization, all funds necessary to complete the scope of work being authorized for the phase must be secured. The local agency must provide certification of secured funding with all authorization requests.

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

**Right of Way Phase:** FHWA Funds in Right of Way Phase. For FHWA funds to be used in the right of way phase of the project, the environmental documentation including FHWA NEPA approval, approved relocation plan (if applicable), Project Funding Estimate, approved right of way plan must be completed prior to FHWA R/W authorization. All property acquisitions and relocations must be completed prior to advertising the project. All environmental commitments must be incorporated into the R/W and construction phases. The right of way must be certified by WSDOT prior to advertising the project, even if no federal funds are used in construction.

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

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

[1]Local Agency must provide documentation after completion of the PE phase that the project has been or will be constructed with non-FHWA funds.

[2]Local Agency must provide documentation after completion of the PE and R/W phases that the project has been or will be constructed with non-federal funds.

[3]Local Agency must provide documentation after completion of the CN phase as documented in the *LAG Manual*.

[4]Any environmental commitments must be incorporated into the R/W and /or CN phases.

### .22 Documentation Required for Authorization of Funds.

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

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

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

1. Project prospectus planning scope of work (Chapter 21).
2. Local Agency Agreement (Chapter 22).
3. Evidence of STIP inclusion.
4. Documented cost estimate.
5. Updated Quarterly Project Report, if required.

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

1. Project Prospectus (Chapter 21).
2. Local Agency Agreement (Chapter 22).
3. Typical sections, vicinity map, and evidence of STIP inclusion.
4. Documented cost estimate
5. Updated Quarterly Project Report, if required.

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

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

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

1. Supplement to Local Agency Agreement. The agency's proposed advertisement date must be noted on the supplement, or the original LAA if construction is the first phase authorized.
2. Right of way certification (if required).
3. Final FHWA approval of environmental documents (Chapter 24).
4. Evidence of STIP inclusion.
5. Engineer's Estimate.
6. Evidence of assignment of DBE/training goals.
7. Updated Quarterly Project Report, if required.

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

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

b. Requesting that WSDOT administer the contract.

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

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

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

f. Referring to Chapter 62 for administering enhancement projects.

## 14.3 Projects Within Interstate Rights of Way

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

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

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

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

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

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

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

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

**Final Inspection:** The final inspection of the project must be performed by WSDOT or the Region Construction (Operations) Engineer and must provide proof of their approval.

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

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

## 14.4 Project Development Process Flow Chart and Checklist

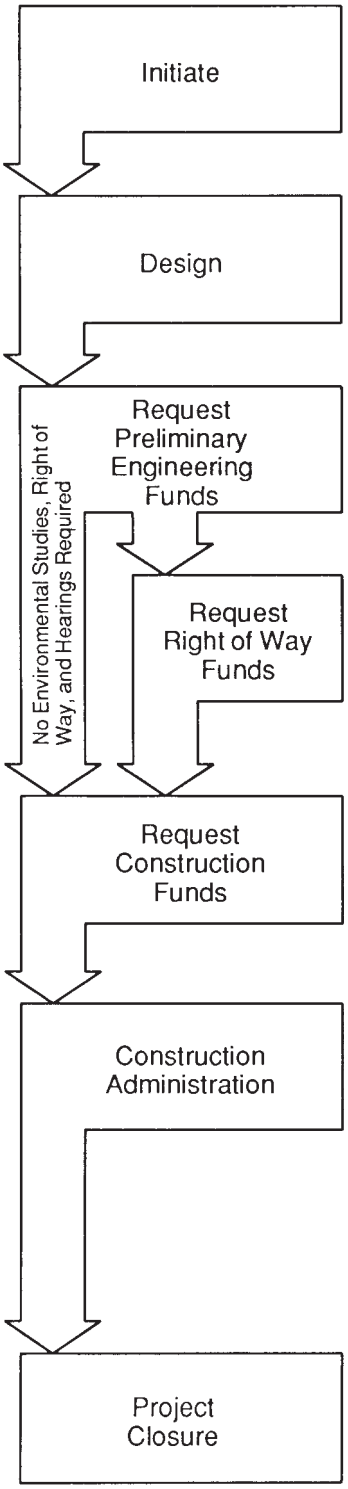
The flow chart (see Appendix 14.51) and checklist (see Appendix 14.52) depict the sequence of major activities necessary to develop transportation projects using FHWA funds. The forms required for a project are shown on the list of forms. Since the type of work varies on projects, see the WSDOT *Construction Manual*, Chapter 11, "Forms," for additional required forms.

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

## 14.5 Appendices

14.51 Project Development Process Flow Chart

14.52 Project Development Checklist




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

Project Title: _____

Project Location: _____

Road or Street Number: _____ FA Program: _____

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

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

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

| | | |
|---|---|---|
| _____ | _____ | Sheet 1 |
| | | _____ Project information, local agency project number |
| | | _____ Description of proposed work and existing facility |
| | | _____ Cost estimate of all phases |
| | | _____ Proposed obligation date |
| | | _____ Environmental determination (CE, EIS, EA) |
| | | _____ Request species listing from USFWS, NMFS, DNR, and WDFW |
| | | _____ Signature block |
| _____ | _____ | Sheet 2 |
| | | _____ Geometric design data |
| | | _____ Environmental considerations |
| | | _____ Performance of work |
| _____ | _____ | Sheet 3 |
| | | _____ Right of way relocation |
| | | _____ Utility relocations |
| | | _____ FAA Involvement |
| | | _____ Signature |
| | | _____ Local Agency Design Matrix Checklist, Appendix 42.101 |
| _____ | _____ | Project application checklist |

## Local Agency Agreement
## (Chapters 22 and 23)

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

## Request Preliminary Engineering Funds
## (Chapter 14)

| | | |
|---|---|---|
| _____ | _____ | Project programmed |
| _____ | _____ | Project application package to Region Highways and Local Programs Engineer: |
| | _____ | Project prospectus with attachments (including Roadway Section if applicable) |
| | _____ | Local Agency Agreement |
| | _____ | Project application checklist completed |
| _____ | _____ | PE funds authorized by Highways and Local Programs |

## Consultant Selection Process
## (Chapter 31)

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

## Consultant Administration
## (Chapter 31)

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

## Environmental Processes
## (Chapter 24)

### Categorical Exclusion

_____ _____ For Categorical exclusion to be approved by FHWA complete the ECS and all necessary discipline reports and approvals (including, but not limited to the ESA and Section 106 processes.

- _____ Complete the ECS
- _____ Submit completed drafts of discipline reports to WSDOT Region Local Programs for review by Highways & Local Programs
- _____ Submit completed Discipline reports to WSDOT Region Local Programs
- _____ Obtain all necessary approvals
- _____ Submit concurrence letters for all applicable environmental considerations, including but not limited to the ESA and Section 106 requirements, final BA, Final Section 106 documentation, and final ECS to Region Local Programs for transmittal to Highways & Local Programs and FHWA

### Environmental Assessment

| | | |
|---|---|---|
| _____ | _____ | Submit preliminary environmental assessment to Region Local Programs |
| _____ | _____ | Revise draft environmental assessment, based on Highways & local Programs and FHWA comments |
| _____ | _____ | WSDOT and FHWA approve environmental assessment |
| _____ | _____ | Publish notice of availability for environmental assessment |
| _____ | _____ | Publish opportunity for comment period and hearing, if held |
| _____ | _____ | Submit FONSI package (including summary of comments received and responses, any revisions to the environmental assessment and FONSI) to Region Local Programs for review by Highways & Local Programs and FHWA |
| _____ | _____ | FONSI issued by FHWA<br>-or-<br>Establish need to develop Environmental Impact Statement |

## Environmental Impact Statement
## (Chapter 24)

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

## Design Approval
## (Chapter 43)

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

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | For traffic signal projects, submit warrants for signalization to Region Highways and Local Programs Engineer |
| _____ | _____ | Obtain location and design approval |
| _____ | _____ | Publish design approval notice |

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

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

## Acquisition (Chapter 25)

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

| Initials | Date or N/A | |
|---|---|---|
| | | Relocation Plan: |
| _____ | _____ | Approved by WSDOT |
| _____ | _____ | Work with WSDOT relocation staff on all relocations |
| | | Project Completion: |
| _____ | _____ | Complete relocation |
| _____ | _____ | Complete acquisition |
| _____ | _____ | Complete administrative settlement documentation |
| _____ | _____ | Place a copy of deeds in file, include proof of payment in file. |
| _____ | _____ | Send: |
| | | _____ Letter of certification sent from local agency to Region Local Programs Engineer |
| | | _____ LPA coordinator conducts certification review |
| | | _____ WSDOT's certification by Real Estate Services, Assistant Director Local Agency Projects |

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

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | Review commitment and correspondence file |
| | | When applicable, secure the following permits or interagency coordination: |
| | | _____ Airport roadway clearance from FAA |
| | | _____ Coastal zone management compliance from DOE |
| | | _____ For cultural, archeological, or historic sites SHPO contacted |
| | | _____ Obtain concurrence letters for environmental determination |
| | | _____ Request updated ESA species lists every six months |
| | | _____ When waters modified or controlled, USFWS and State Department of Fisheries and Wildlife consulted |
| | | _____ When stream is affected, permit from DOE |
| | | _____ For timber supporting land, permit from DNR |
| | | _____ When construction might reduce water quality, contact DOE |
| | | _____ For quarries of 2 acres (0.81 ha) and 10,000 tons (9 091 metric tons) or more DNR contacted |
| | | _____ Waters/wetlands — Army Corps of Engineers contacted |
| | | _____ For navigable waterways, permit from Coast Guard obtained |
| | | _____ If wetlands are affected, U.S. Fish and Wildlife Service or National Marine Fisheries Services contacted |
| | | _____ Utility agreement obtained |
| | | _____ Railway agreement(s) obtained |
| | | _____ On all federal aid projects, any revision to Division 1 of the Standard Specifications or APWA Division 1 General Special Provisions requires prior written approval from Highways and Local Programs |

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | PS&E completed: |
| | | _____ Vicinity map |
| | | _____ Summary of quantities |
| | | _____ Pit, quarry, stockpile, and waste sites |
| | | _____ Reclamation plans |
| | | _____ Roadway sections |
| | | _____ Plans/profiles |
| | | _____ Utility |
| | | _____ Structure notes |
| | | _____ Signing |
| | | _____ Illumination |
| | | _____ Bridge plans |
| | | _____ Traffic control Plans |
| | | _____ Detour Plans |
| | | _____ Standard plans |
| | | _____ Sheets numbered and dated |
| | | _____ Each sheet signed and stamped by Professional Engineer |
| | | _____ Bridge plans, design calculations, and soil report to Region Highways and Local Programs Engineer (State Ad and Award only) |
| | | _____ Form FHWA-1273 and latest amendment included |
| | | _____ Log of test borings |
| | | _____ Training requirements |
| | | _____ EEO requirement clauses |
| | | _____ For steel, included Buy America requirement |
| | | _____ Traffic control special provisions |
| | | _____ Specialty items |
| | | _____ General special provisions and amendments arranged in order and indexed |
| | | _____ Project proposal |
| | | _____ Noncollusion Declaration |
| | | _____ Contract |
| | | _____ DBE Utilization Certification |
| | | _____ Engineer's estimate complete |
| | | _____ Documentation for each item in engineer's estimate |
| | | _____ Justification for nonparticipating items |
| | | _____ Detailed documentation for lump sum items available in project files |
| | | _____ Estimate to Region Highways and Local Programs Engineer |
| | | _____ Training goal set by Highways and Local Programs |
| | | _____ DBE goal set by Highways and Local Programs |
| | | _____ Approval of local agency supplied materials |
| | | _____ Sources approved by approving authority |

| Initials | Date or N/A | |
|---|---|---|
| | | _____ Approval of stockpiling by the Director of Highways and Local Programs (when payment is requested for material when stockpiling aggregates, etc., for use on a future federal aid project) |
| | | _____ Distribution of preliminary plans as determined by local agency |
| _____ | _____ | Field review of PS&E (State Ad and Award only) |
| _____ | _____ | For tied bids, letter from approving authority |
| _____ | _____ | For State Ad and Award, financial responsibility letter with PS&E documents sent to Region Highways and Local Programs Engineer |
| _____ | _____ | PS&E approved by approving authority |
| _____ | _____ | Plans, contract specifications and estimate stamped, signed, and dated, and on file in the local agency office |
| _____ | _____ | State and federal wage rates added to ad plans |
| _____ | _____ | PS&E sent to Region Highways and Local Programs Engineer |

## Request Construction Funds (Chapter 14)

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

## Local Ad and Award
## Advertise for Bids (Chapter 46)

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

## Bid Opening (Chapter 46)

| | | |
|---|---|---|
| _____ | _____ | Issued addendum (if within one week of bid opening, bid opening should be delayed) |
| _____ | _____ | Opened Bids |
| _____ | _____ | Prepared bid tabulation sheet |
| _____ | _____ | Checked submitted bids for tabulation errors |

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | Completed bid and bidders tabulation sheet |
| _____ | _____ | Checked DBE participation project goals — verify DBE certification status |
| _____ | _____ | Determine responsive bid |
| _____ | _____ | Determine contractor qualifications |
| _____ | _____ | Contractor registered by Washington State Department of Labor and Industries |
| _____ | _____ | Contractor licensed as required by the laws of the State of Washington |
| _____ | _____ | Excluded Parties Listing System checked and documented - (http://epls.arnet.gov) |
| _____ | _____ | Award recommendation sent to approving authority |
| _____ | _____ | When low bid is over engineer's estimate, submit justification and letter of award recommendation to approving authority |
| _____ | _____ | Submit supplement to Local Agency Agreement |
| _____ | _____ | Supplement approved by Highways and Local Programs |

## Award of Contract (Chapter 46)

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

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

**DATE OF AWARD IS CUTOFF FOR CHARGING TO PRELIMINARY ENGINEERING**

## Construction Administration
## Execution of Contract (Chapter 46)

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

## Preconstruction Conference (Chapter 51)

_____ _____ Notice of preconstruction conference to:

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

_____ _____ Preconstruction conference agenda prepared

_____ _____ Preconstruction conference held

Minutes of meeting to:

- _____ Contractor
- _____ Subcontractors
- _____ Region Highways and Local Programs Engineer
- _____ Other attending persons
- _____ Invited but not represented agencies
- _____ Project file

_____ _____ "Training Program":

- _____ Received from contractor
- _____ Approved by agency

_____ _____ "Apprentice/Trainee":

- _____ Approval request from contractor
- _____ Approved by agency

## Construction Documentation (Chapter 52)

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

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

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

## Project Completion (Chapter 52)

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

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | As built plan completed (to be retained indefinitely) |
| _____ | _____ | Final record book #1 completed |
| _____ | _____ | Final estimate approved by the approving authority |
| _____ | _____ | Final estimate received from contractor |
| _____ | _____ | Paid final estimate |
| _____ | _____ | Released retained percentage from escrow or mailed check to contractor |

## Project Closure
## (Chapters 23 and 53)

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

# Chapter 21 The Project Prospectus

## 21.1 General Discussion

The Project Prospectus is the description of the proposed improvement which serves as the support document for Federal Highway Administration (FHWA) authorization of federal funds. The project prospectus may serve as the design report for those projects that are categorically excluded. The prospectus also provides a schedule which tells state and FHWA programmers when the local agency anticipates obligating federal funds.

The Project Prospectus is one of the main items contained in the project application package discussed in this chapter. Other items in this package include the Local Agency Agreement (see Chapter 22) and the items of supporting data listed in the Project Application Checklist (Appendix 21.41).

## 21.2 Procedure for Submitting the Planning Application Package

Local agencies must submit the following to the Region Local Program Engineer:

- One copy of the completed Federal Aid Project Prospectus Planning Scope of Work.
- Original and one copy of the Local Agency Agreement signed by the approving authority (Chapter 22).
- Documented cost estimate (Chapter 22).

## 21.3 Procedure for Compiling the Project Application Package

Local agencies must submit the following to the Region Local Programs Engineer:

- Prospectus Submittal Checklist.
- Original and one copy of the completed Project Prospectus.
- Original and one copy of the Local Agency Agreement signed by the approving authority (Chapter 22).
- Documented cost estimate (Chapter 22).
- Supporting data listed in the Project Application Checklist (Appendix 21.41).
- Original and one copy of the Environmental Classification Summary Form (Chapter 24).

A given project may not require all of the items in the checklist; however, the local agency must include all items that are relevant. Identify those items included with an "x" in the right column of the checklist. Many of the items listed in the checklist take place during the course of project development and are not complete at the time the prospectus is submitted. An agency may note such items on the checklist and submit them when they are completed. The latest point at which each item may be submitted is noted in Appendix 21.42 describing the item in detail.

**Incomplete, incorrect, or missing items will delay project authorization.**

The first item in the project application package is the checklist.

The next item is the three-page Federal Aid Project Prospectus itself, which must be filled out with the current project information. Page 1 of the Federal Aid Project Prospectus is used for the FHWA federal aid programming purposes. Pages 2 and 3 of the Federal Aid Project Prospectus give the state and FHWA additional information about the proposed project, such as design and accident data, and identify other government agencies that will be involved during project development. Appendix 21.43 contains instructions for completing the prospectus. Agency codes and numbers are provided in Appendices 21.44 through 21.46.

## 21.4 Appendices

21.41 Prospectus Submittal Checklist

21.42 Instructions for Project Application Transmittal Items

21.43 Instructions for Completing Project Prospectus

21.44 List of County Code Numbers and WSDOT Region Numbers

21.45 List of City Code Numbers

21.46 List of Urban Area Numbers

21.47 Local Agency Federal Aid Project Prospectus

21.48 Statewide Legislative Districts

21.49 Puget Sound Legislative Districts

21.50 Washington State Congressional Districts

## 21.5 Forms

Federal Aid Project Prospectus Planning Scope of Work

# Appendix 21.41 Prospectus Submittal Checklist

Agency: _____ Project Title: _____

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

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

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

**Application:**

1. Project Prospectus (Chapter 21) _____
2. Vicinity Map _____
3. Typical Roadway or Pathway Section _____
4. Typical Bridge Section _____
5. Local Agency Agreement (Chapter 22) _____
6. Documented Cost Estimate (Chapter 22) _____
7. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to $) _____

**Supporting Data:**

8. Local Agency Design Matrix Checklist (Appendix 42.101) _____
9. Photos: (Railroad Crossing, ER event sites, as required) _____
10 Sample Deviation Analysis Format (Appendix 41.41) _____
11. Environmental Considerations (Chapter 24) _____
    a. Class II Categorically Excluded (CE) — Environmental Classification Summary (ECS) _____
    b. Class III Environmental Assessment (EA) _____
    c. Class I Environmental Impact Statement (EIS) _____
    d. SEPA Checklist _____
    e. NEPA/SEPA/Section 404 Interagency Working Agreement _____
    f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence _____
12. Design Approval (Chapter 43) _____
    a. Value Engineering Study (where applicable) _____
13. Location and Design Approval (Chapter 43) _____
14. Right of Way Requirements (Chapter 25) _____
    a. Relocation Plan _____
    b. Right of Way Plans _____
    c. Right of Way Project Funding Estimate or True Cost Estimate _____
    d. Request Right of Way Fund Authorization _____
15. Right of Way Certification (Appendix 25.149) _____
16. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32) _____
17. Tied Bids (Chapter 44) _____

Remarks:

# Appendix 21.42 Instructions for Project Application Transmittal Items

The application package shall include:

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

   To be included with original submittal and whenever there is a change in the scope of work termini or estimated cost. For planning projects, use the Project Prospectus Planning Scope of Work.

2. **Vicinity Map**

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

3. **Typical Roadway or Pathway Section**

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

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

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

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

5. **Local Agency Agreement**

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

6. **Documented Cost Estimate**

   All funds shown on the Local Agency Agreement must be supported by a documented cost estimate that is based on an agency's best estimate of cost. See Chapter 22 for further explanation.

7. **Deviation Request**

   See Appendix 41.72.

8. **Hearing Notices**

   Chapters 24 and 43 outlines procedures for public hearings.

9. **Location and Design Approval**

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

10. **Right of Way Requirements**

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

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

11. **Right of Way Certification**

    Required on all projects where right of way was acquired. Refer to Chapter 25 for further explanation.

12. **Agreements/Easements With Railroads**

    Refer to Chapter 32 for instructions.

13. **FAA Notification**

    Check with the nearest FAA office if the project is within 2 miles (3.2 km) of an airport, if significant.

14. **Tied Bids**

    If the project has tied bids (see Chapter 44), indicate the approval date. If the project is tied to another federally funded project, include the federal aid project number of the project, along with other information outlined in Section 44.

Ensure that reproductions are readable.

**Federal Aid Project Number** **Code the PREFIX and ROUTE number as outlined below:**
**(Do not fill in ( ) to be used by WSDOT)**

| Prefix Code | Description |
|---|---|
| STPUL | STP Urban Funds, population greater than 200,000 (Seattle/Everett, Spokane, Clark County) |
| STPUS | STP Urban Funds, population 5,000 to 200,000 |
| STPR | STP Rural Funds, population less than 5,000 |
| STPE | Enhancement Program (Section 12.32C) |
| STPF | Flex Program |
| CM | Congestion Mitigation/Air Quality Program Nonattainment Areas, population greater than 200,000 |
| STPX | Safety program, elimination of rail-highway hazards on federal aid system |
| STPXP | Safety program, installation of rail-highway protective devices |
| STPH | Safety program, hazard elimination program |
| BRS | Bridge replacement project on rural system, financed with Bridge Replacement Funds |
| BHS | Bridge rehabilitation project on rural system, financed with Bridge Replacement Funds |
| BRM | Bridge replacement project on urban system financed with Bridge Replacement Funds |
| BHM | Bridge rehabilitation project on urban system financed with Bridge Replacement Funds |
| BROS | Bridge replacement project not on the federal aid system but financed with Bridge Replacement Funds |
| BHOS | Bridge rehabilitation project not on the federal aid system but financed with Bridge Replacement Funds |
| ER | Project financed with Emergency Relief Funds |

| Route Code | Federal Aid Project Route Number | |
|---|---|---|
| Description | Single Route | Multiple Routes |
| Seattle, Everett Metropolitan Area | 4-digit federal route number | Number is 9999 |
| STPUS/STPUL | 4-digit federal route number | Number is 99 followed by county number |
| STPR | 4-digit federal route number | Number is Z9 followed by county number |
| STPH | 4-digit federal route number | Number is 000S |
| STPE | If statewide selection:<br>1. For federally functionally classified work, 4-digit federal route number nearest or parallel to<br>2. Use off-system rules<br>If not statewide selection: Number is EN followed by funding year (i.e., EN94) | Same as single routes<br><br>Same as single routes |
| STPF | WSDOT to assign | WSDOT to assign |
| STPX/STPXP On-System Urban | 4-digit federal route number | N/A |
| STPX/STPXP On-System Rural | 4-digit federal route number | N/A |
| STPX/STPXP Off-System Urban | Number is city number | N/A |
| STPX/STPXP Off-System Rural | Number is 20 followed by county number | N/A |
| ER | Feds to assign | Feds to assign |
| BRS/BHS | 4-digit federal route number | Number is Z9 followed by county number |
| BRM/BHM | 4-digit federal route number | Number is 99 followed by county number |
| BROS/BHOS | Use off-system rules | Same as single routes |
| Off-System County | Number is 20 followed by county number | Same as single routes |
| Off-System City | Number is city number | Same as single routes |

| | |
|---|---|
| **Date** | Form is filled out. |
| **Local Agency Project Number** | Limited to eight (8) alpha/numeric characters that your agency identifies. |
| **Federal Employer Tax ID Number** | Required. Indicate the agency's tax identification number. |
| **Agency** | Required. This is your agency's name. |
| **Federal Program Title** | Enter the program number or title from the following list:<br>20.205 Highway Planning and Construction<br>Most local agency projects are 20.205. |
| **Project Title** | Write the project's title, as shown in TIP/STIP. |
| **Project Latitude and Longitude** | Enter the project start and end latitude and longitude in the format below:<br>Latitude N XX-XX-XX.XX Longitude W XXX-XX-XX.XX |
| **Project Termini** | Indicate the beginning and ending limits of the section to be improved. For railway/highway grade crossing projects, show the name of the railroad involved. For intersection projects write the name of the crossroad. |
| **From: To:** | Indicate MP to MP or KP to KP. |
| **Length of Project** | Project's length in miles or kilometers. |
| **Award Type** | Mark the appropriate type. |
| **Federal Agency** | Indicate where the federal funds are coming from FHWA, etc. |
| **City Number** | For a city project, write the city number from Appendix 21.45. |
| **County Number** | Write your county number from Appendix 21.44. |
| **County Name** | Write the county the project is in. |
| **WSDOT Region** | Locate your WSDOT region number from Appendix 21.44 or 21.45. |
| **Congressional District** | Indicate the number of the congressional district or districts in which this project is located. |
| **Legislative District** | Indicate legislative district(s). |
| **Urban Area Number** | For projects inside urban areas, locate the appropriate urban area number from Appendix 21.46. |
| **TMA/MPO/RTPO** | For projects inside urban areas (population greater than 50,000), give the code which represents the MPO for your area. |

| **Code** | **MPO** |
|---|---|
| BFCG | Benton-Franklin Council of Governments |
| RTC | Regional Transportation Council |
| PSRC | Puget Sound Regional Council |
| SRTC | Spokane Regional Transportation Council |

| | |
|---|---|
| YVCOG | Yakima Valley Conference of Governments |
| TRPC | Thurston Regional Planning Council |
| WCOG | Whatcom Council of Governments |
| CWCOG | Cowlitz-Wahkiakum Council of Governments |
| SCOG | Skagit Council of Governments |
| SWRTC | Southwest Washington Regional Transportation Council |
| WVTC | Wenatchee Valley Transportation Council |

**Total Estimated Cost**

Required for each phase of the project; estimate to the nearest hundred dollars.

**Local Agency Funding**

Required for each phase of the project; estimate to the nearest hundred dollars.

**Federal Funds**

Required for each phase of the project; estimate to the nearest hundred dollars.

**Phase Start Date**

Enter the month and year which expenditure for the phase will begin.

**Description of Existing Facility**

In one or two paragraphs, give a detailed description of the existing facility including but not limited to: (1) type, pavement, lane and shoulder width, horizontal and vertical alignment; and (2) condition of existing surfacing and roadway within project limits, and on adjacent sections at each end of the project. Note any substandard existing alignment and grade or other project deficiencies.

**Description of Proposed Work**

Check whether the project is new construction, 3-R or 2-R as described in Chapter 42. Explain the nature of the improvement proposed such as widening of existing roadway for additional lanes or left-turn channelization; or to provide signalization to an intersection. Give the purpose of the improvement, such as upgrade facility to current standards, or to remedy a hazardous situation, or reduce congestion. Indicate the major work involved, such as grading, surfacing, bridge construction, drainage, etc. Give a contact person for the project in case there are questions.

**Project Prospectus Approval**

The project prospectus will be reviewed and approved by the agency. If the agency has CA status the designated authority per the agreement on file will sign the form. If the agency does not have CA status the Region Local Program Engineer will review and approve the prospectus and the agency will sign the form.

The agency shall submit a revised project prospectus when the project termini, scope, right of way, or description of proposed work is revised or modified.

**Geometric Design Data**

Refer to design report data and/or Chapter 42.

**Performance of Work**

PE: Indicate who will be performing the work and the percentage of the work they will do.

CN: Indicate if work is to be done by contract and/or local forces and the percentage to be done by each.

**Environmental Classification**

Mark the appropriate NEPA class of the project as defined in Chapter 24.2.

Class I, if the nature of the proposed improvement is likely to have a significant impact on the environment and an "Environmental Impact Statement" (EIS) is required. Check the box pertaining to the NEPA/SEPA/Section 404 Interagency Agreement if the project requires an individual permit from the U.S. Corps of Engineers.*

Class II, if the project is not expected to have a significant impact on the environment and a "Categorical Exclusion" (CE) is determined. Completion of the Environmental Classification Summary (ESC) is required.*

Class III, when the significance of the impact on the environment is not clearly established and an "Environmental Assessment" (EA) will be required. Check the box pertaining to the NEPA/SEPA/Section 404 Interagency Agreement if the project requires an individual permit from the U.S. Corps of Engineers.*

***This includes a biological assessment effect determination for each project.**

**Environmental Considerations**

If the box for either a Class I or Class III category action is checked under the Environmental Classification section, make reference to the enclosed Environmental Classification Summary Form marked preliminary. If the project is a Class II "Projects That Require Documentation and FHWA Approval," make reference to the enclosed Environmental Classification Summary Form, if available at this time, or in a brief narrative, describe the environmental impact of the proposed project.

**Right of Way Requirements**

a. No right of way required. Projects need only check no right of way.

b. Right of way required. A Right of Way Project Funding Estimate or True Cost Estimate, a Right of Way Plan, and a Relocation Plan (if required).

If right of way acquisition becomes necessary on a job previously submitted as having no right of way, a Project Funding Estimate or True Cost Estimate would need to be submitted to the Regional Highways and Local Programs Engineer.

**Description of Utility Relocation or Adjustments and Existing Major Structures Involved**

Indicate the agency responsible for any relocation and/or adjustments.

a. Existing utilities-type of utility, publicly or privately owned, and other pertinent information.

b. Existing major structures — number, year built, overall length and conditions, roadway width, estimated or posted capacity, and proposed treatment of any substandard structures to remain in place.

| County Name | WSDOT Region | County Code Number |
|---|---|---|
| *Adams | EAST | 01 |
| Asotin | SC | 02 |
| Benton | SC | 03 |
| Chelan | NC | 04 |
| Clallam | OLY | 05 |
| Clark | SW | 06 |
| *Columbia | SC | 07 |
| Cowlitz | SW | 08 |
| Douglas | NC | 09 |
| *Ferry | EAST | 10 |
| Franklin | SC | 11 |
| *Garfield | SC | 12 |
| Grant | NC | 13 |
| Grays Harbor | OLY | 14 |
| Island | NW | 15 |
| Jefferson | OLY | 16 |
| King | NW | 17 |
| Kitsap | OLY | 18 |
| Kittitas | SC | 19 |
| *Klickitat | SW | 20 |
| Lewis | SW | 21 |
| *Lincoln | EAST | 22 |
| Mason | OLY | 23 |
| *Okanogan | NC | 24 |
| *Pacific | SW | 25 |
| *Pend Oreille | EAST | 26 |
| Pierce | OLY | 27 |

| County Name | WSDOT Region | County Code Number |
|---|---|---|
| *San Juan | NW | 28 |
| Skagit | NW | 29 |
| *Skamania | SW | 30 |
| Snohomish | NW | 31 |
| Spokane | EAST | 32 |
| *Stevens | EAST | 33 |
| Thurston | OLY | 34 |
| *Wahkiakum | SW | 35 |
| Walla Walla | SC | 36 |
| Whatcom | NW | 37 |
| Whitman | EAST | 38 |
| Yakima | SC | 39 |

*Counties without urban areas since 1980.

| Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|
| Aberdeen | 14 | OLY | 0005 |
| Airway Heights | 32 | EAST | 0010 |
| Albion | 38 | EAST | 0015 |
| Algona | 17 | NW | 0020 |
| Almira | 22 | EAST | 0025 |
| Anacortes | 29 | NW | 0030 |
| Arlington | 31 | NW | 0045 |
| Asotin | 02 | SC | 0050 |
| Auburn | 17 | NW | 0055 |
| Bainbridge Island | 18 | OLY | 0058 |
| Battleground | 06 | SW | 0060 |
| Beaux Arts | 17 | NW | 0070 |
| Bellevue | 17 | NW | 0075 |
| Bellingham | 37 | NW | 0080 |
| Benton City | 03 | SC | 0085 |
| Bingen | 20 | SW | 0090 |
| Black Diamond | 17 | NW | 0095 |
| Blaine | 37 | NW | 0100 |
| Bonney Lake | 27 | OLY | 0105 |
| Bothell | 17, 31 | NW | 0110 |
| Bremerton | 18 | OLY | 0115 |
| Brewster | 24 | NC | 0120 |
| Bridgeport | 09 | NC | 0125 |
| Brier | 31 | NW | 0127 |
| Buckley | 27 | OLY | 0130 |
| Bucoda | 34 | OLY | 0135 |
| Burien | 17 | NW | 0138 |
| Burlington | 29 | NW | 0140 |
| Camas | 06 | SW | 0145 |
| Carbonado | 27 | OLY | 0150 |
| Carnation | 17 | NW | 0155 |
| Cashmere | 04 | NC | 0165 |
| Castle Rock | 08 | SW | 0170 |
| Cathlamet | 35 | SW | 0175 |
| Centralia | 21 | SW | 0180 |
| Chehalis | 21 | SW | 0190 |
| Chelan | 04 | NC | 0195 |
| Cheney | 32 | EAST | 0200 |
| Chewelah | 33 | EAST | 0205 |
| Clarkston | 02 | SC | 0215 |
| Cle Elum | 19 | SC | 0220 |
| Clyde Hill | 17 | NW | 0225 |
| Colfax | 38 | EAST | 0230 |
| College Place | 36 | SC | 0235 |
| Colton | 38 | EAST | 0240 |
| Colville | 33 | EAST | 0250 |
| Conconully | 24 | NC | 0255 |
| Concrete | 29 | NW | 0260 |
| Connell | 11 | SC | 0265 |
| Cosmopolis | 14 | OLY | 0270 |
| Coulee City | 13 | NC | 0275 |
| Coulee Dam | 24 | NC | 0280 |
| Coupeville | 15 | NW | 0290 |
| Covington | 17 | NW | 0293 |
| Creston | 22 | EAST | 0295 |
| Cusick | 26 | EAST | 0300 |
| Darrington | 31 | NW | 0305 |
| Davenport | 22 | EAST | 0310 |
| Dayton | 07 | SC | 0315 |
| Deer Park | 32 | EAST | 0320 |
| Des Moines | 17 | NW | 0325 |
| Dupont | 27 | OLY | 0330 |
| Duvall | 17 | NW | 0335 |

| Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|
| East Wenatchee | 09 | NC | 0350 |
| Eatonville | 27 | OLY | 0360 |
| Edgewood | 27 | OLY | 0362 |
| Edmonds | 31 | NW | 0365 |
| Electric City | 13 | NC | 0375 |
| Ellensburg | 19 | SC | 0380 |
| Elma | 14 | OLY | 0385 |
| Elmer City | 24 | NC | 0390 |
| Endicott | 38 | EAST | 0395 |
| Entiat | 04 | NC | 0405 |
| Enumclaw | 17 | NW | 0410 |
| Ephrata | 13 | NC | 0415 |
| Everett | 31 | NW | 0420 |
| Everson | 37 | NW | 0425 |
| Fairfield | 32 | EAST | 0430 |
| Farmington | 38 | EAST | 0440 |
| Federal Way | 17 | NW | 0443 |
| Ferndale | 37 | NW | 0445 |
| Fife | 27 | OLY | 0450 |
| Fircrest | 27 | OLY | 0455 |
| Forks | 05 | OLY | 0465 |
| Friday Harbor | 28 | NW | 0470 |
| Garfield | 38 | EAST | 0480 |
| George | 13 | NC | 0488 |
| Gig Harbor | 27 | OLY | 0490 |
| Gold Bar | 31 | NW | 0495 |
| Goldendale | 20 | SW | 0500 |
| Grand Coulee | 13 | NC | 0510 |
| Grandview | 39 | SC | 0515 |
| Granger | 39 | SC | 0520 |
| Granite Falls | 31 | NW | 0525 |
| Hamilton | 29 | NW | 0535 |
| Harrah | 39 | SC | 0540 |
| Harrington | 22 | EAST | 0545 |
| Hartline | 13 | NC | 0550 |
| Hatton | 01 | EAST | 0555 |
| Hoquiam | 14 | OLY | 0560 |
| Hunts Point | 17 | NW | 0570 |
| Ilwaco | 25 | SW | 0575 |
| Index | 31 | NW | 0580 |
| Ione | 26 | EAST | 0585 |
| Issaquah | 17 | NW | 0590 |
| Kahlotus | 11 | SC | 0595 |
| Kalama | 08 | SW | 0600 |
| Kelso | 08 | SW | 0605 |
| Kenmore | 17 | NW | 0609 |
| Kennewick | 03 | SC | 0610 |
| Kent | 17 | NW | 0615 |
| Kettle Falls | 33 | EAST | 0620 |
| Kirkland | 17 | NW | 0625 |
| Kittitas | 19 | SC | 0630 |
| Krupp | 13 | NC | 0635 |
| La Center | 06 | SW | 0640 |
| La Conner | 29 | NW | 0650 |
| La Crosse | 38 | EAST | 0655 |
| Lacey | 34 | OLY | 0643 |
| Lake Forest Park | 17 | NW | 0658 |
| Lake Stevens | 31 | NW | 0660 |
| Lakewood | 27 | OLY | 0665 |
| Lamont | 38 | EAST | 0668 |
| Langley | 15 | NW | 0670 |
| Latah | 32 | EAST | 0675 |
| Leavenworth | 04 | NC | 0680 |

| Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|
| Lind | 01 | EAST | 0685 |
| Long Beach | 25 | SW | 0690 |
| Longview | 08 | SW | 0695 |
| Lyman | 29 | NW | 0705 |
| Lynden | 37 | NW | 0710 |
| Lynnwood | 31 | NW | 0715 |
| Mabton | 39 | SC | 0725 |
| Malden | 38 | EAST | 0730 |
| Mansfield | 09 | NC | 0735 |
| Maple Valley | 17 | NW | 0739 |
| Marcus | 33 | EAST | 0740 |
| Marysville | 31 | NW | 0745 |
| Mattawa | 13 | NC | 0750 |
| McCleary | 34 | OLY | 0720 |
| Medical Lake | 32 | EAST | 0755 |
| Medina | 17 | NW | 0760 |
| Mercer Island | 17 | NW | 0757 |
| Mesa | 11 | SC | 0765 |
| Metaline | 26 | EAST | 0770 |
| Metaline Falls | 26 | EAST | 0775 |
| Mill Creek | 31 | NW | 0778 |
| Millwood | 32 | EAST | 0780 |
| Milton | 17,27 | OLY | 0785 |
| Monroe | 31 | NW | 0790 |
| Montesano | 14 | OLY | 0795 |
| Morton | 21 | SW | 0800 |
| Moses Lake | 13 | NC | 0805 |
| Mossyrock | 21 | SW | 0810 |
| Mount Vernon | 29 | NW | 0820 |
| Mountlake Terrace | 31 | NW | 0815 |
| Moxee City | 39 | SC | 0825 |
| Mukilteo | 31 | NW | 0830 |

| Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|
| Naches | 39 | SC | 0835 |
| Napavine | 21 | SW | 0840 |
| Nespelem | 24 | NC | 0855 |
| New Castle | 17 | NW | 0858 |
| Newport | 26 | EAST | 0860 |
| Newport Hills | 17 | NW | 0863 |
| Nooksack | 37 | NW | 0865 |
| Normandy Park | 17 | NW | 0870 |
| North Bend | 17 | NW | 0875 |
| North Bonneville | 30 | SW | 0880 |
| Northport | 33 | EAST | 0885 |
| Oak Harbor | 15 | NW | 0895 |
| Oakesdale | 38 | EAST | 0890 |
| Oakville | 14 | OLY | 0900 |
| Ocean Shores | 14 | OLY | 0907 |
| Odessa | 22 | EAST | 0910 |
| Okanogan | 24 | NC | 0915 |
| Olympia | 34 | OLY | 0920 |
| Omak | 24 | NC | 0925 |
| Oroville | 24 | NC | 0935 |
| Orting | 27 | OLY | 0940 |
| Othello | 01 | NC | 0945 |
| Pacific | 17 | NW | 0950 |
| Palouse | 38 | EAST | 0955 |
| Pasco | 11 | SC | 0960 |
| Pateros | 24 | NC | 0970 |
| PeEll | 21 | SW | 0975 |
| Pomeroy | 12 | SC | 0985 |
| Port Angeles | 05 | OLY | 0990 |
| Port Orchard | 18 | OLY | 1000 |
| Port Townsend | 16 | OLY | 1005 |
| Poulsbo | 18 | OLY | 1010 |
| Prescott | 36 | SC | 1015 |

| Place Name | County Code Number | WSDOT Region | City Code Number | Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|---|---|---|---|
| Prosser | 03 | SC | 1020 | Snoqualmie | 17 | NW | 1185 |
| Pullman | 38 | EAST | 1025 | Soap Lake | 13 | NC | 1190 |
| Puyallup | 27 | OLY | 1030 | South Bend | 25 | SW | 1195 |
| | | | | South Cle Elum | 19 | SC | 1205 |
| Quincy | 13 | NC | 1040 | South Prairie | 27 | OLY | 1210 |
| | | | | Spangle | 32 | EAST | 1215 |
| Rainier | 34 | OLY | 1050 | Spokane | 32 | EAST | 1220 |
| Raymond | 25 | SW | 1055 | Spokane Valley | 32 | EAST | 1223 |
| Reardan | 22 | EAST | 1060 | Sprague | 22 | EAST | 1225 |
| Redmond | 17 | NW | 1065 | Springdale | 33 | EAST | 1230 |
| Renton | 17 | NW | 1070 | Stanwood | 31 | NW | 1235 |
| Republic | 10 | EAST | 1075 | Starbuck | 07 | SC | 1240 |
| Richland | 03 | SC | 1080 | Steilacoom | 27 | OLY | 1245 |
| Ridgefield | 06 | SW | 1085 | Stevenson | 30 | SW | 1250 |
| Ritzville | 01 | EAST | 1090 | Sultan | 31 | NW | 1255 |
| Riverside | 24 | NC | 1095 | Sumas | 37 | NW | 1265 |
| Rock Island | 09 | NC | 1105 | Sumner | 27 | OLY | 1270 |
| Rockford | 32 | EAST | 1100 | Sunnyside | 39 | SC | 1275 |
| Rosalia | 38 | EAST | 1115 | | | | |
| Roslyn | 19 | SC | 1120 | Tacoma | 27 | OLY | 1280 |
| Roy | 27 | OLY | 1125 | Tekoa | 38 | EAST | 1285 |
| Royal City | 13 | NC | 1127 | Tenino | 34 | OLY | 1290 |
| Ruston | 27 | OLY | 1130 | Tieton | 39 | SC | 1295 |
| | | | | Toledo | 21 | SW | 1300 |
| St. John | 38 | EAST | 1135 | Tonasket | 24 | NC | 1305 |
| Sammammish | 17 | NW | 1136 | Toppenish | 39 | SC | 1310 |
| SeaTac | 17 | NW | 1139 | Tukwila | 17 | NW | 1320 |
| Seattle | 17 | NW | 1140 | Tumwater | 34 | OLY | 1325 |
| Sedro Woolley | 29 | NW | 1150 | Twisp | 24 | NC | 1330 |
| Selah | 39 | SC | 1155 | | | | |
| Sequim | 05 | OLY | 1160 | Union Gap | 39 | SC | 1335 |
| Shelton | 23 | OLY | 1165 | Uniontown | 38 | EAST | 1340 |
| Shoreline | 17 | NW | 1169 | University Place | 27 | OLY | 1343 |
| Skykomish | 17 | NW | 1175 | | | | |
| Snohomish | 31 | NW | 1180 | | | | |

| Place Name | County Code Number | WSDOT Region | City Code Number |
|---|---|---|---|
| Vader | 21 | SW | 1345 |
| Vancouver | 06 | SW | 1350 |
| Waitsburg | 36 | SC | 1360 |
| Walla Walla | 36 | SC | 1365 |
| Wapato | 39 | SC | 1375 |
| Warden | 13 | NC | 1380 |
| Washougal | 06 | SW | 1385 |
| Washtucna | 01 | EAST | 1390 |
| Waterville | 09 | NC | 1395 |
| Waverly | 32 | EAST | 1400 |
| Wenatchee | 04 | NC | 1405 |
| West Richland | 03 | SC | 1425 |
| Westport | 14 | OLY | 1420 |
| White Salmon | 20 | SW | 1435 |
| Wilbur | 22 | EAST | 1440 |
| Wilkeson | 27 | OLY | 1445 |
| Wilson Creek | 13 | NC | 1450 |
| Winlock | 21 | SW | 1455 |
| Winslow | 18 | OLY | 1460 |
| Winthrop | 24 | NC | 1465 |
| Woodinville | 17 | NW | 1468 |
| Woodland | 08 | SW | 1470 |
| Woodway | 31 | NW | 1475 |
| Yacolt | 06 | SW | 1480 |
| Yakima | 39 | SC | 1485 |
| Yarrow Point | 17 | NW | 1490 |
| Yelm | 34 | OLY | 1495 |
| Zillah | 39 | SC | 1500 |

1. Seattle and Everett
2. Spokane
3. Vancouver
4. Pasco, Kennewick, Richland
5. Yakima, Union Gap, Selah
6. Olympia, Lacey, Tumwater
7. Bremerton, Port Orchard
8. Bellingham
9. Kelso, Longview
10. Aberdeen, Cosmpolis, Hoquiam
11. Walla Walla, College Place
12. Pullman
13. Wenatchee, East Wenatchee
14. Port Angeles
15. Centralia, Chehalis
16. Camas, Washougal
17. Ellensburg
18. Moses Lake, Grant County
19. Oak Harbor
20. Shelton
21. Anacortes
22. Mount Vernon, Burlington
23. Cheney
24. Sunnyside
25. Ephrata
26. Clarkston
27. Toppenish
28. Port Townsend
29. Tacoma
30. Sedro Woolley
31. Grandview
32. Enumclaw
33. Ferndale
34. Lynden
35. Otis Orchards

Washington State Department of Transportation

## Local Agency Federal Aid Project Prospectus

| | Prefix | Route | ( ) |
|---|---|---|---|
| Federal Aid Project Number | | | |
| Local Agency Project Number | | | (WSDOT Use Only) |

| | |
|---|---|
| Date | |
| Federal Employer Tax ID Number | |

| | |
|---|---|
| Agency | Federal Program Title ☐ 20.205 ☐ Other |
| Project Title | Start Latitude N ____ Start Longitude W ____ End Latitude N ____ End Longitude W ____ |
| Project Termini From | To |

| | | | |
|---|---|---|---|
| From: To: | Length of Project | Award Type ☐ Local ☐ Local Forces ☐ State ☐ Railroad | |
| Federal Agency ☐ FHWA ☐ Others ____ | City Number | County Number | County Name | WSDOT Region |
| Congressional District | Legislative Districts | Urban Area Number | TMA / MPO / RTPO |

| Phase | Total Estimated Cost (Nearest Hundred Dollar) | Local Agency Funding (Nearest Hundred Dollar) | Federal Funds (Nearest Hundred Dollar) | Phase Start Date Month Year |
|---|---|---|---|---|
| P.E. | | | | |
| R/W | | | | |
| Const. | | | | |
| Total | | | | |

### Description of Existing Facility (Existing Design and Present Condition)

| | |
|---|---|
| Roadway Width | Number of Lanes |

### Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

| | | | |
|---|---|---|---|
| Local Agency Contact Person | Title | | Phone |
| Mailing Address | City | State WA | Zip Code |

Project Prospectus Approval

By _____
Approving Authority

Title _____ Date _____

DOT Form 140-101 EF
Revised 7/2008

Page 1 of 3

**WSDOT Form 140-101**
**Local Agency Federal Aid Project Prospectus (Page 1 of 3)**

| Agency | Project Title | Date |
|---|---|---|
| | | |

## Type of Proposed Work

| Project Type (Check all that Apply) | | | Roadway Width | Number of Lanes |
|---|---|---|---|---|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R | | |
| ☐ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R | | |
| ☐ Railroad | ☐ Parking | ☐ Other | | |
| ☐ Bridge | | | | |

## Geometric Design Data

| Description | Through Route | | Crossroad | |
|---|---|---|---|---|
| **Federal Functional Classification** | ☐ Urban | ☐ Principal Arterial<br>☐ Minor Arterial<br>☐ Collector | ☐ Urban | ☐ Principal Arterial<br>☐ Minor Arterial<br>☐ Collector |
| | ☐ Rural | ☐ Major Collector<br>☐ Minor Collector<br>☐ Access Street/Road | ☐ Rural | ☐ Major Collector<br>☐ Minor Collector<br>☐ Access Street/Road |
| Terrain | ☐ Flat ☐ Roll ☐ Mountain | | ☐ Flat ☐ Roll ☐ Mountain | |
| Posted Speed | | | | |
| Design Speed | | | | |
| Existing ADT | | | | |
| Design Year ADT | | | | |
| Design Year | | | | |
| Design Hourly Volume (DHV) | | | | |

## Performance of Work

| | | |
|---|---|---|
| Preliminary Engineering Will Be Performed By | Others % | Agency % |
| Construction Will Be Performed By | Contract % | Agency % |

## Environmental Classification

☐ **Final** ☐ **Preliminary**

☐ Class I - Environmental Impact Statement (EIS)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class II - Categorically Excluded (CE)
- ☐ Projects Requiring Documentation (Documented CE)

Environmental Considerations

DOT Form 140-101 EF
Revised 7/2008

Page 2 of 3

**WSDOT Form 140-101**
**Local Agency Federal Aid Project Prospectus (Page 2 of 3)**

| Agency | Project Title | Date |
|---|---|---|
| | | |

**Right of Way**

| | | |
|---|---|---|
| ☐ No Right of Way Required<br>* All construction required by the contract can be accomplished within the existing right of way. | ☐ Right of Way Required<br>☐ No Relocation | ☐ Relocation Required |

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☐ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

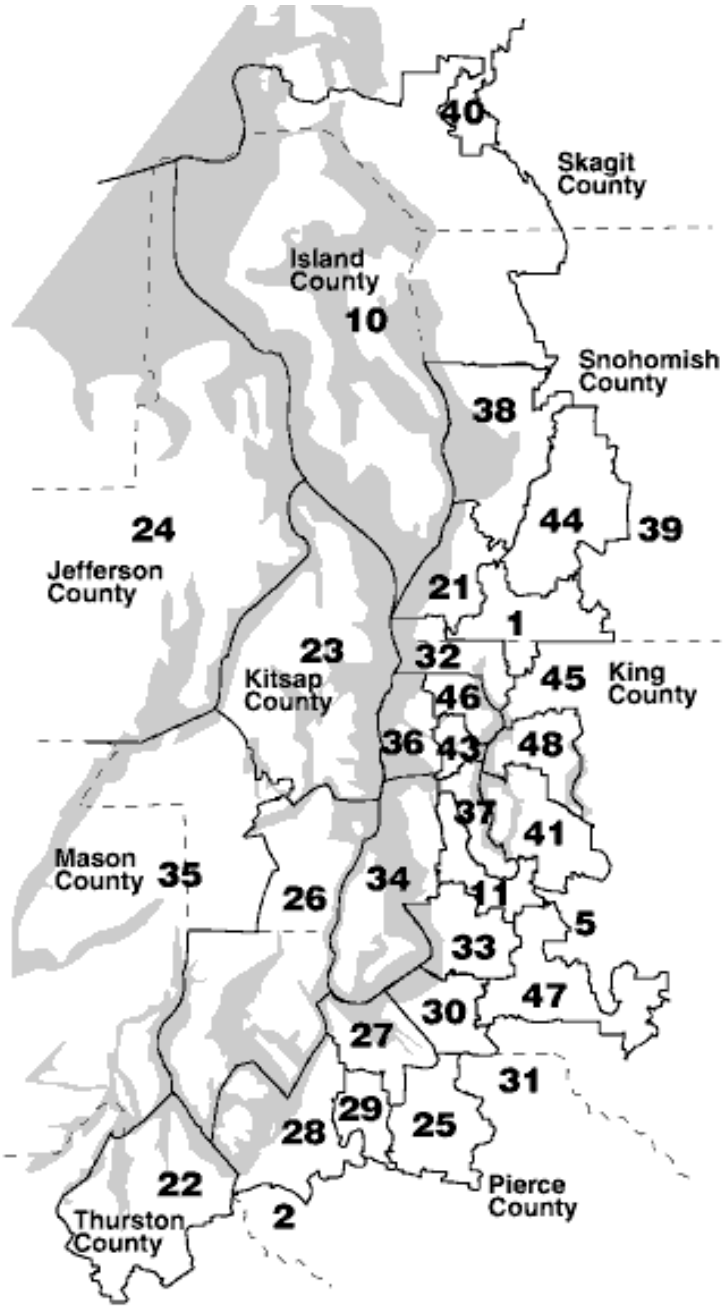
Agency _____

Date _____ By _____
Mayor/Chairperson

DOT Form 140-101 EF
Revised 7/2008

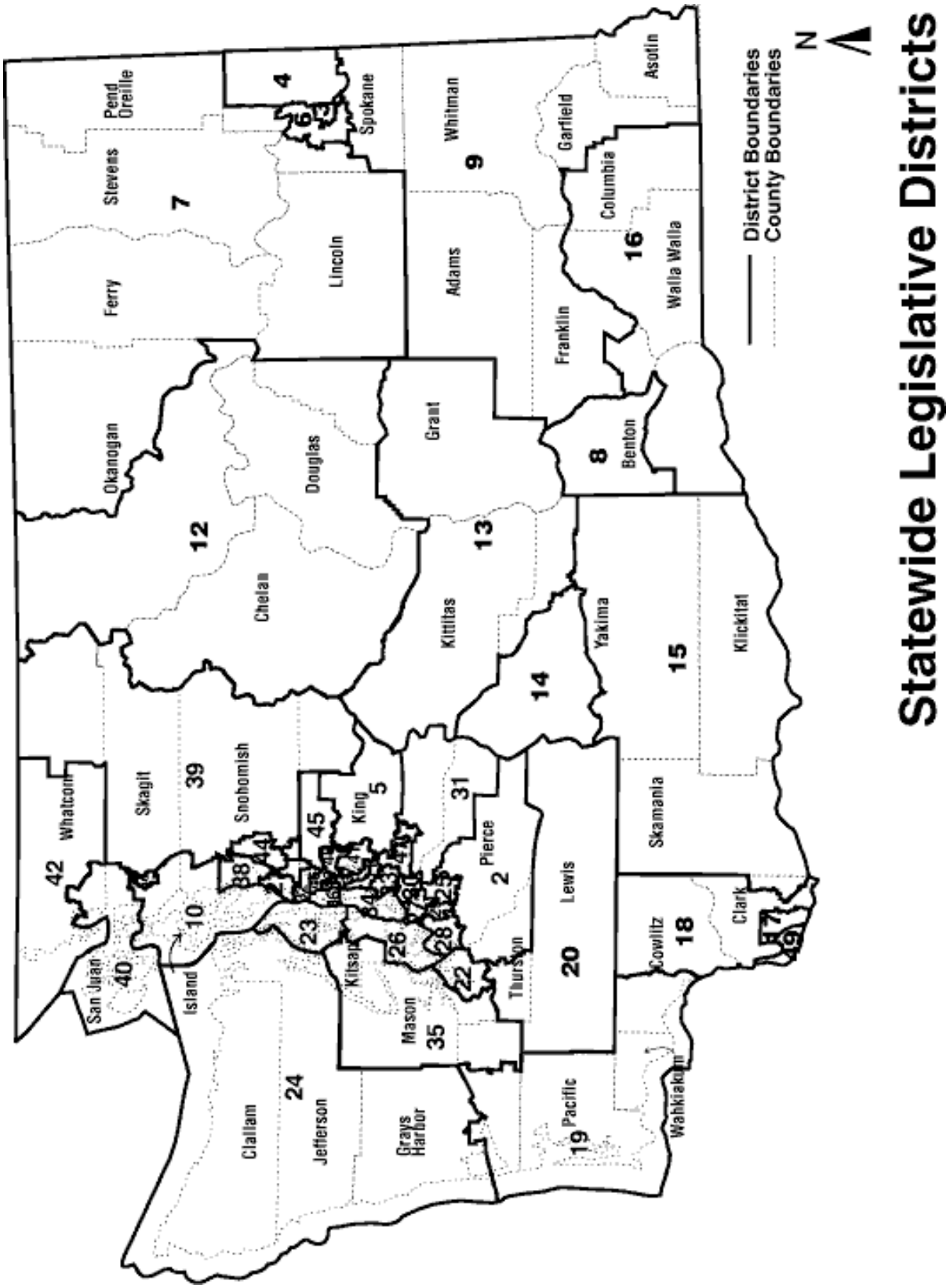
Page 3 of 3

**WSDOT Form 140-101**
**Local Agency Federal Aid Project Prospectus (Page 3 of 3)**




N

# Puget Sound Legislative Districts


Statewide Legislative Districts
District Boundaries
County Boundaries
N
Pend Oreille
Stevens
Ferry
Okanogan
Whatcom
Skagit
Snohomish
Island
San Juan
Clallam
Jefferson
Grays Harbor
Mason
Kitsap
King
Pierce
Thurston
Pacific
Lewis
Wahkiakum
Cowlitz
Clark
Skamania
Klickitat
Yakima
Kittitas
Chelan
Douglas
Grant
Lincoln
Adams
Spokane
Whitman
Franklin
Garfield
Columbia
Walla Walla
Benton
Asotin
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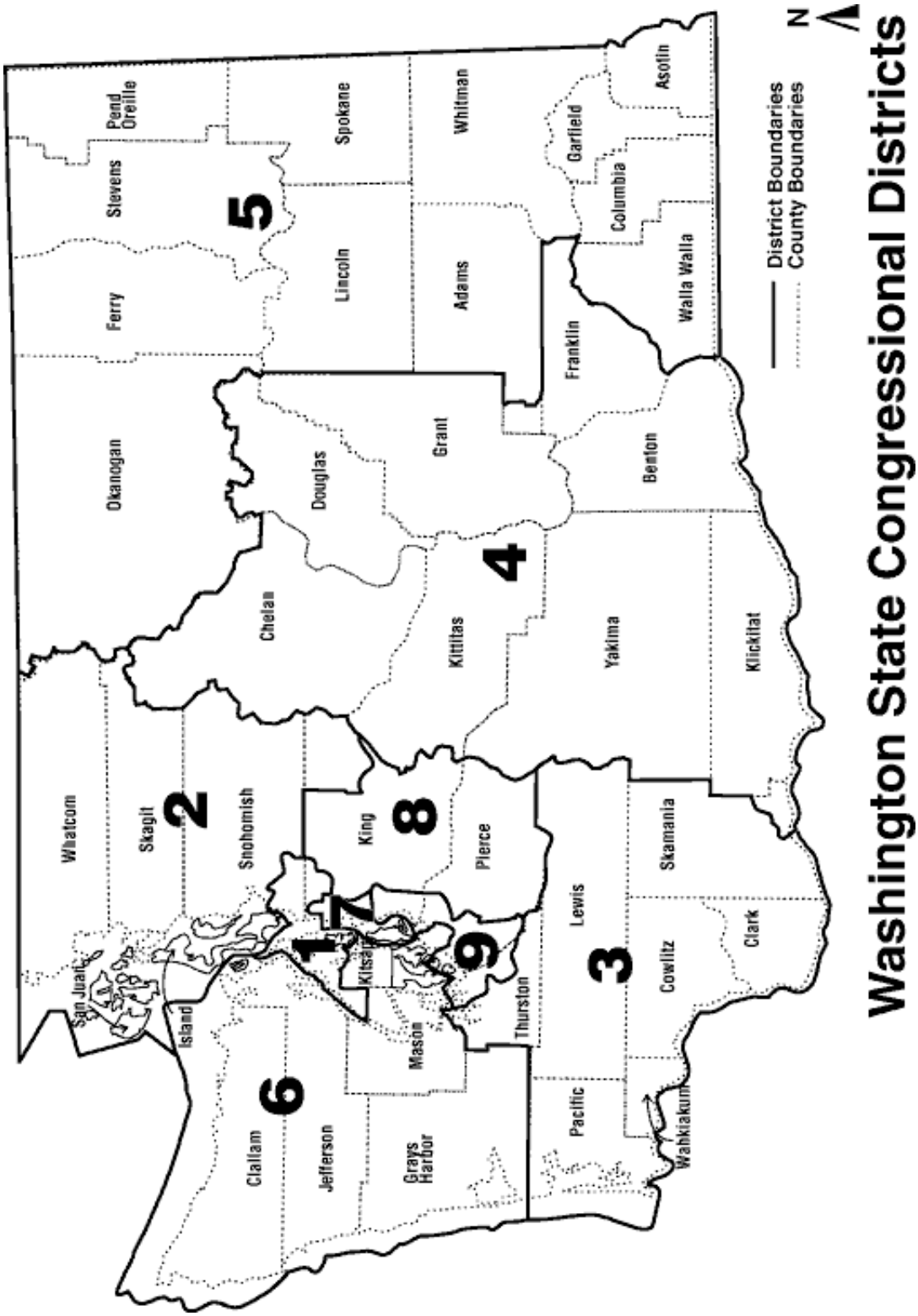
Washington State Congressional Districts
N
District Boundaries
County Boundaries
Pend Oreille
Stevens
Ferry
Okanogan
Spokane
Lincoln
Whitman
Adams
Garfield
Asotin
Columbia
Walla Walla
Franklin
Douglas
Grant
Benton
Chelan
Kittitas
Yakima
Klickitat
Whatcom
Skagit
Snohomish
King
Pierce
Skamania
Lewis
Clark
Cowlitz
Kitsap
Mason
Thurston
San Juan
Island
Clallam
Jefferson
Grays Harbor
Pacific
Wahkiakum
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FEDERAL-AID PROJECT PROSPECTUS
PLANNING SCOPE OF WORK

Agency _____ Federal Aid Project Number _____ _____ ___

Project Title _____

Federal Funding Program_____ Amount _____

Matching Funds _____ Total Amount _____

Project Area

Background

Type of Study (check all that apply)

Region _____ Area _____ Corridor _____ Intersection _____

Design _____ Feasibility _____ Modeling _____

Other _____

Scope of Work

Public Involvement Plan

Environmental Considerations

TDM/TSM and Transit alternatives to be considered

Land Use Implications

Project schedule

Cost Breakdown by Task

Deliverable Final Products

# Chapter 22 Local Agency Agreement

## 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

Washington State Department of Transportation

# 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**

By _____

Title _____

_____

**Washington State Department of Transportation**

By _____

Director of Highways and Local Programs

Date Executed _____

DOT Form 140-039 EF
Revised 05/09

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**WSDOT Form 140-039**
**Local Agency Agreement (Page 1 of 4)**

## 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.

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**WSDOT Form 140-039**
**Local Agency Agreement (Page 2 of 4)**

**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.



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**Local Agency Agreement (Page 3 of 4)**

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

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## WSDOT Form 140-039
## Local Agency Agreement (Page 4 of 4)

.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** _____ % Federal Aid Participation Ratio for PE | a. Agency | | | | | |
| | b. Other | | | | | |
| | c. Other | | | | | |
| | d. State | | | | | |
| | e. Total PE Cost Estimate (a+b+c+d) | | | | | |
| **Right of Way** _____ % Federal Aid Participation Ratio for RW | f. Agency | | | | | |
| | g. Other | | | | | |
| | h. Other | | | | | |
| | i. State | | | | | |
| | j. Total R/W Cost Estimate (f+g+h+i) | | | | | |
| **Construction** _____ % Federal Aid Participation Ratio for CN | k. Contract | | | | | |
| | l. Other | | | | | |
| | m. Other | | | | | |
| | n. Other | | | | | |
| | o. Agency | | | | | |
| | p. State | | | | | |
| | 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**

By _____

Title _____

_____

**Washington State Department of Transportation**

By _____

Director of Highways and Local Programs

Date Executed _____

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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.

**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 | 2,000 |
| | $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%) | $105,096 |
| | $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 | 105 | 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** |
| 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<br>Write In Unit Price in Words | Plan Quantity | Unit of Quantity | Unit Price Dollars & Cents | Total Price Dollars & Cents |
|---|---|---|---|---|---|
| 1 | Mobilization<br>per lump sum | 1 | LS | NA | $ 110,000.00 |
| 2 | Type A - Cement Concrete Curb and Gutter<br>Project Length Minus Northern 2,500 feet<br>per linear feet | 5314 | LF | $ 25.00 | $ 132,850.00 |
| 3 | Cement Concrete Sidewalk - 4" Depth<br>Project Length (6 feet wide)<br>per square yard | 5209 | SY | $ 45.00 | $ 234,405.00 |
| 4 | Cement Concrete Sidewalk/Driveway Approach - 6" Depth<br>Every 100 Feet Along Project Length<br>per each | 78 | EA | $ 2,500.00 | $ 195,000.00 |
| 5 | Cement Concrete Sidewalk Ramp - Type 2<br>Each Intersection<br>per each | 28 | EA | $ 1,500.00 | $ 42,000.00 |
| 6 | Sawcut Ashalt Pavement<br>Along Curb & Gutter<br>per linear feet | 5314 | LF | $ 2.00 | $ 10,628.00 |
| 7 | Hot Mix Asphalt - (Commercial HMA)<br>2' Wide by 3" Deep Along Curb & Gutter<br>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 |

Page 1 of 1

# 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

Washington State Department of Transportation

# 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 500 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 |
| 86.5 % | 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**

By _____

Title _____

_____

**Washington State Department of Transportation**

By _____

Director of Highways and Local Programs

Date Executed _____

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## 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.

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

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 Ratio for PE | d. State | 1,000.00 | | 1,000.00 | 200.00 | 800.00 |
| | 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 Ratio for RW | h. Other | | | | | |
| | 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 Ratio for CN | p. State | | 23,000.00 | 23,000.00 | 4,600.00 | 18,400.00 |
| | 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**

By _____

Title _____

_____

**Washington State Department of Transportation**

By _____

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 23 CFR and 2 CFR 225.

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 and units of local governments that claim indirect costs under federal awards 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 2 CFR 225 – Cost Principles for State, Local and Indian Tribal Governments (formerly 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 2 CFR 225.

**.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. <u>If RW costs are claimed after the date of contract award, please provide an explanation.</u>

   - 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 2 CFR 225.

## 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 Local Programs Progress Billing, "Federal Aid Request for Payment"

23.72 Instructions for Completing the Local Programs Progress Billing Form

# Sample Form Local Programs Progress Appendix 23.71 Billing, "Federal Aid Request for Payment"

## Local Programs Progress Billing

**Address:**

**Fed Tax ID No.**
Agency Billing Identification:

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

Progress Bill No:
Final Progress Bill?
Billing Period from:
through:

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| | Total Eligible This Period | Total Eligible To Date | Participation Rate | Amount Claimed This Period *Col 1 x Col 3* | Amount Claimed Prior Periods | Total Claimed To Date *Col 4 + Col 5* | Amount Authorized Per Agreement | Remaining Federal Funds *Col 7 - Col 6* |
| **PE** | | | | | | | | |
| Line: (a) - Agency | | | | 0.00 | | 0.00 | | 0.00 |
| (b) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (c) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| *(e) - Total Preliminary Engineering* | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **RW** | | | | | | | | |
| (f) - Agency | | | | 0.00 | | 0.00 | | 0.00 |
| (g) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (h) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| *(j) - Total Right of Way* | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **CN** | | | | | | | | |
| (k) - Contract | | | | 0.00 | | 0.00 | | 0.00 |
| (l) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (m) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (n) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| **CE** | | | | | | | | |
| (o) - Agency | | | | 0.00 | | 0.00 | | 0.00 |
| | | | | 0.00 | | 0.00 | | 0.00 |
| *(q) - Total Construction* | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| (r) - 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, actual costs claimed 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 claimed for reimbursement.

Signee Title Date

Approved by Regional Highways & Local Programs Office Date

Revised 02/08/10

Return to Regional Highways & Local Programs Office

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 Local Programs Progress Billing 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). Consult your Region Local Programs Engineer for specific project information. 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 Local Programs Progress Billing is arranged in the same manner as the local agency agreement though not all lines from the local agency agreement are shown on the Local Programs Progress Billing. 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 Local Programs Progress Billing will not agree with those shown on the local agency agreement. The Local Programs Progress Billing totals (column 7) 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 progress bill. Crosscheck the billing period dates against prior bills(s). If dates overlap, please provide a statement confirming that costs are new and have not been claimed on prior bills(s).

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.

**Details for Completing Local Programs Progress Billing Form**

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 upfor 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. An exception may be on the final progress bill. Consult your Region Local Programs Engineer for specific project information.

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;

- prepare DEIS;
- circulate DEIS and file with U.S. Environmental Protection Agency (EPA);
- hold EIS/design public hearing if required or desired;
- select preferred alternative and prepare Final EIS (FEIS);
- issue FEIS and file with USEPA and Ecology;
- prepare and issue Record of Decision (ROD); and
- wait for seven days prior to approving design file or eight-point access study.

**.31 SAFETEA-LU Overview.** Section 6002 of the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA–LU) established a new coordination and public input process for developing NEPA EISs for highway, public transportation capital, and multimodal projects. SAFETEA–LU 6002 does not override or change NEPA, it simply supplements it.

The new environmental review process creates a new category of "participating agencies" and establishes specific coordination points within the EIS environmental review process. It also requires the development of a coordination plan with an optional schedule. The three coordination points added to the traditional NEPA steps are:

- 30-day public and agency review and comment at purpose and need;
- 30-day public and agency review and comment at range of alternatives; and
- 30-day participating agency (not public) review of proposed methods of analysis/level of detail for the analysis of alternatives.

SAFETEA–LU also requires the project team to submit a letter to FHWA prior to the start of NEPA (before submitting the NOI) requesting the environmental review process be initiated.

WSDOT has developed useful tools such as template letters and sample coordination plans to help ensure compliance with SAFETEA–LU Section 6002. These tools are available on WSDOT's Environmental Web site.

**.32 Interdisciplinary Team (IDT).** NEPA requires an interdisciplinary approach in the preparation of EISs (23 CFR 105(c)). An IDT is an advisory group composed of people with varied training or skills in the natural and social sciences, engineering, and environmental design. IDT members may come from different governmental agencies. The interdisciplinary approach is used in the planning and design of transportation facilities involving an EIS. The team is established in the early stages of the environmental process when the local agency begins EIS scoping and public involvement and when a Notice of Intent is submitted to FHWA.

**.33 Agency Coordination Under SAFETEA-LU Section 6002.** Early agency coordination on NEPA EIS projects is essential. As stated earlier, SAFETEA–LU 6002 established a new category of participating agencies. A participating agency is defined as a governmental agency that may have an interest in the project. They are officially invited to participate and have certain roles and responsibilities during the EIS document evaluation. Specifically, these agencies will participate in the NEPA process starting at the earliest possible time, especially with regard to the development of the purpose and need statement, range of alternatives, impact assessment methodologies, and the level of detail for the analysis of alternatives.

WSDOT guidance as well as template invitation letters can be found on the WSDOT Environmental Services Web site. FHWA guidance for implementing the agency coordination requirements of Section 6002 of SAFETEA–LU can be found at: http://www.environment.fhwa.dot.gov/strmlng/es2safetealu.asp.

**.34 Statewide Advisory Group for Environmental Stewardship (SAGES).** To meet the interdisciplinary approach required by SAFETEA-LU 6002, FHWA and WSDOT formed the Statewide Advisory Group for Environmental Stewardship (SAGES). Members of the SAGES consist of representatives from WSDOT, FHWA, National Marine Fisheries Service, Department of Ecology, WA Department of Fish & Wildlife, US Fish & Wildlife Service, EPA, Corps of Engineers, and Department of Archeology and Historic Preservation. The lead agency on a project will request a meeting with SAGES at the beginning of each new project that requires an EIS.

The SAGES group serves as a standing committee to assist lead agencies in making efficient environmental decisions at the NEPA EIS level of environmental classification. The SAGES will meet as needed to discuss recurring issues, concerns, and potential process improvements. The SAGES will also be used as a project-kickoff forum to ensure that the new EIS process is clear to all parties.

The group will provide informal and advisory comments on draft project purpose and need. They can also offer insight on developing the information needed for permitting concurrently with the development of the NEPA EIS.

As part of the new EIS process and SAFETEA–LU's mandate for early coordination, project teams will meet with and present their projects to SAGES as early as practicable before the issuance of the Notice of Intent (NOI). Project teams will need to prepare an "Environmental Pre-Scoping Package" that will be distributed to SAGES via e-mail 14 days prior to their scheduled meeting.

The Environmental Pre-Scoping Package consists of:

- SAFETEA–LU 6002 Coordination Plan for Public and Agency Involvement;

- SAGES Project Data Sheet; and
- SAGES Advisory Comment Form.

Project teams are required to meet with SAGES one time. Project teams can also request assistance from SAGES *in lieu* of establishing their own technical advisory groups.

For convenience and consistency, the Project Data Sheet, Advisory Comment Form, and the Coordination Plan are available online at WSDOT's Environmental Web site.

**.35 Procedures for a NEPA EIS**

a. **Project Initiation Letter to FHWA.** For all federal actions requiring a NEPA EIS, SAFETEA–LU now requires the project sponsor (in this case the local agency) to submit a project initiation letter to the Region LPE who will coordinate with H&LP to forward it on to FHWA. This must occur prior to publishing the NOI in the *Federal Register*. The contents and guidelines as well as a template for preparation of the letter are found on WSDOT's Environmental Web site.

b. **SAGES Coordination.** Another step prior to the issuance of the NOI is for the local agency to present the EIS project to the Statewide Advisory Group for Environmental Stewardship (SAGES).

c. **Notice of Intent (NOI).** If an EIS will be required for a project involving federal funds or federal permits, the local agency submits a draft NOI to the Region LPE who will coordinate with H&LP to forward it on to FHWA or the federal lead agency for publication in the *Federal Register*. The NOI advises federal agencies that an EIS will be prepared. The contents and guidelines for preparation of the notice are found in FHWA Technical Advisory T 6640.8A.

d. **EIS Scoping.** According to the Council on Environmental Quality (CEQ) Implementing Regulations, the EIS scoping process is an early and open process for determining the scope of issues to be addressed and for identifying the significant issues related to a proposed action. Briefly, the process is used to:

   - develop the purpose and need statement;
   - identify the range of alternatives, environmental elements and impacts, and mitigation measures to be analyzed in the EIS; and
   - identify potential environmental concerns or controversy early in the project development.

   New to the NEPA EIS documentation process is the SAFETEA–LU 6002 requirement to allow for public and agency review and comment on the project's draft purpose and need statement and the range of alternatives.

The review and comment period for both the purpose and need and range of alternatives is 30 days and may be conducted concurrently or consecutively based on the project team's preference. The 30-day period may be extended by the lead agencies for good cause.

After considering the input provided by these groups, the lead agencies will decide the project's purpose and need and range of alternatives to be studied in the draft EIS.

NEPA rules require EIS scoping during preparation of the draft EIS (40 CFR 1501.7, 23 CFR 771.123, WAC 197-11-408). NEPA does not require scoping for a supplemental EIS; however, the co-lead agencies can decide to hold an open house early in the supplemental EIS process that serves the same purpose.

e. **Draft Environmental Impact Statement (DEIS).** The DEIS identifies the alternative actions and presents an analysis of their relative impacts on the environment. It may identify a recommended course of action if one alternative is clearly preferred. The DEIS summarizes the early coordination and EIS scoping process, identifies key issues, and presents pertinent information obtained through these efforts. All NEPA EIS documents will be written in a format consistent with WSDOT's *Reader-Friendly Tool Kit*.

The local agency prepares a preliminary DEIS using discipline reports and/or data supplied by the IDT and other sources, and begins a commitment file. The Region LPE coordinates with H&LP to obtain reviews by various experts, appropriate federal, state and local agencies and tribes. Review comments are returned to the local agency for revision of the preliminary DEIS. FHWA legal counsel will review and comment on the DEIS.

After making changes in response to comments on the preliminary DEIS, the local agency submits the DEIS to the Region LPE, who coordinates with H&LP to gain approval of the DEIS and to obtain signature of appropriate officials on the title page. The signed title page and approval to print the DEIS are returned to the local agency and the document is printed and made available for public review as described below.

f. **Notice of Availability/Public Hearing Notice.** The local agency submits the DEIS to the Region LPE who will work with H&LP to submit it to EPA for processing and placement of a Notice of Availability in the *Federal Register*. A comment period of not less than 45 days begins upon publication of the notice in the *Federal Register*.

The local agency is required to use the public notice procedures detailed in WAC 468-12-510(c) to inform the public that the DEIS is available and that a public hearing may be requested. If a hearing is required to fulfill any legal requirements, include information on the availability of the DEIS

in the notice. All projects with a DEIS should expect to have a public hearing unless FHWA agrees a hearing is not required (23 CFR 771.111 (h)(2)(iii).

The hearing date is a minimum of 15 days after circulation of the DEIS. The end of the comment period should be about two weeks or 15 days following the date of the public hearing (23 CFR 771.123(h)).

Public notice requirements include:

- publishing the notice in a newspaper of general circulation in the county, city, or general geographic area where the proposal is located;
- notifying agencies with jurisdiction, affected tribes, and groups known to be interested in the proposal or who have commented in writing about the proposal;
- contacting news media and placing notices in appropriate regional, neighborhood, or ethnic periodicals; and
- giving public notice at least 15 days in advance of a public hearing. The environmental document continues to be available for 15 days after the hearing date (45-day comment period minus 30-day public notice leaves remaining 15 days of the comment period).

The DEIS Notice of Availability contains the following:

- location of project;
- brief description;
- information on wetlands, floodplains, Section 4(f) lands, or endangered species, if applicable;
- purpose of EIS;
- responsible agency;
- federal lead agency;
- where documents are available;
- where to send comments;
- date by which comments are requested; and
- date, time, and location of public hearing or invitation to request a public hearing.

g. **Public Hearing.** Public hearings are required for all EIS projects and for other NEPA projects when:

- There are identified environmental issues (for example, heavy traffic volumes on local streets, visual quality), which should be discussed in a public forum. If a request for a hearing can be anticipated, planning

for a hearing can save time, rather than waiting until the end of the comment period to start the procedures for the public hearing.

- Local agencies have a substantial interest in holding a hearing to further public comment and involvement.
- An agency with jurisdiction over the proposal (permitting agency) requests a hearing.
- As a minimum, a notice of opportunity for a hearing is published in a local newspaper with general circulation within the area affected by the project. The WSDOT Hearing Coordinator can provide examples and advice. Where hearings are not required by statute, informational meetings may serve as a useful forum for public involvement in the environmental process.

**h. Circulation of DEIS.** Circulation of Draft and Final EISs is required under state and federal regulations (40 CFR 1502.19, WAC 197-11-455 and 460, and WAC 468-12-455 and 460). During the circulation of the DEIS, copies are sent to libraries and resource agencies free of charge. After initial circulation, a fee may be charged which is not more than the cost of printing. NEPA DEISs must be distributed by the local agency no later than the time the document is filed with EPA for publication in the *Federal Register*. Contact the Environmental Engineer in H&LP for assistance in preparing a DEIS distribution list.

Required distribution is as follows:

- federal or agencies with jurisdiction or environmental expertise on the project;
- tribes (affected by project, both "usual and accustomed areas" and fishery resources);
- cities and counties in which adverse environmental impacts identified in the EIS may occur, if the proposal were implemented;
- local agencies of political subdivisions whose public services would be changed as a result of implementation of the proposal (for example, public works, parks, planning, local SEPA office, schools, water or sewer districts);
- the applicable local, area-wide, or regional agency, if any, that has been designated under federal law to conduct intergovernmental review and coordinate federal activities with state or local planning (for example, Clean Air Agency, ports, Indian Fisheries Commission, transit authorities);
- libraries;
- media (legal and local newspapers); and

- public officials, private interest groups, and individuals having or expressing an interest in the proposed project or DEIS.

The latter category normally includes:

- each private interest group, but not each member;
- public officials, private interest groups, or individuals who provided significant input during meetings and/or hearings;
- individuals who have shown interest by attending several meetings, even though they did not provide specific input; and
- any individual who has shown interest by visiting an FHWA, WSDOT, or local agency office for information on the proposed project or by requesting a copy of the DEIS from the lead agency.

When visual impacts are a significant issue, the DEIS should be circulated to officially designated local arts councils and other organizations interested in design, art, and architecture.

If a DEIS adequately identifies and quantifies the environmental impacts of all reasonable alternatives, evaluate the next step by reviewing the FHWA Technical Advisory T 6640.8A, which gives three options for preparing a Final EIS: traditional approach, condensed Final EIS, and abbreviated Final EIS.

**i. Final Environmental Impact Statement (FEIS)**

1. Preliminary FEIS. After the public comment period, public and agency comments are evaluated to determine whether:
   - additional studies are required to respond to those comments; and
   - impacts of the preferred alternative fall within an envelope of impacts for alternatives described in the DEIS (especially if a modified or hybrid alternative is selected as preferred).

   The FEIS contains the local agency's final recommendation and preferred alternative, lists or summarizes (by group) the comments received on the DEIS, summarizes citizen involvement, and describes procedures required to ensure that mitigation measures are implemented. The FEIS also documents compliance with environmental laws and Executive Orders.

   The recommendation is to produce reader-friendly documents with conclusions in one document. The FEIS incorporates the DEIS (essentially in its entirety) with changes made as appropriate throughout the document. Changes may reflect: the selection of an alternative; modifications to the project; updated information on the affected environment; changes in the assessment of impacts; selection of mitigation measures; and wetland and floodplain findings. These are the results of coordination, comments received on the DEIS, and

responses to these comments. Since so much information is carried over from the draft to the final EIS, important changes are sometimes difficult for the reader to identify. These can be highlighted in an introductory section or attached summary.

2. Review and Publication of FEIS. The local agency reviews the preliminary FEIS and submits the document to their legal staff for review (on controversial projects). After completion of these internal reviews, the local agency submits the preliminary FEIS to the Region LPE for distribution to H&LP and the appropriate lead federal agency.

   The FHWA Division Office will review the preliminary FEIS before forwarding it on for the required FHWA Legal Sufficiency Review (23 CFR 771.125(b)). The Division review will take up to 30 days. The legal-sufficiency review is performed after the Division review and can take an additional 45 days. The document is reviewed for compliance with applicable FHWA and CEQ NEPA laws and regulations. The objective is to evaluate the legal aspects of potential claims if the project were to be litigated. After reviewing the preliminary FEIS and incorporating comments, the local agency prepares a draft Record of Decision (ROD) and submits it to the Region LPE along with the FEIS. H&LP reviews the FEIS, and the responsible official signs the title page. The federal agency approval to print is demonstrated by their signature on the title page, possibly with a short list of minor changes to make prior to printing. The completed FEIS is then submitted to EPA by H&LP for publication of the FEIS Notice of Availability in the *Federal Register*.

3. Distribution. After approval of the FEIS, but before it is published in the *Federal Register*, the local agency distributes copies of the FEIS as follows (40 CFR 1502.19(d)):

   - federal agencies (do not list co-lead agencies);
   - tribes (affected by project, both "usual and accustomed areas" and fishery resources);
   - state agencies (do not list co-lead agencies);
   - regional agencies (for example, Clean Air Authority, transit, Indian Fisheries Commissions);
   - county (public works, SEPA official);
   - local agencies (public works, parks, schools, water/sewer district);
   - libraries;
   - media (legal and local newspapers); and
   - organizations and individuals who have expressed interest;

Under NEPA rules, FEISs must be distributed no later than the time the document is filed with EPA for publication of the FEIS Notice of Availability in the *Federal Register*.

4. Notice of Availability, FEIS. The local agency notifies the public in a manner similar to the DEIS, except there is no official comment period. Comments received during the 30 days following the issue of the FEIS will be noted and responded to in the Record of Decision and made available to the public upon request. If the agency receives petitions from a specific group or organization, a notice or EIS may be sent to the group and not to each petitioner. The local agency makes additional copies available in its offices for review (WAC 197-11-460). FEIS notification procedures are detailed in WAC 468-12-510(d).

**j. Record of Decision (ROD).** The draft ROD prepared by the local agency, accompanies the FEIS through the review and approval process. The ROD explains the reasons for the project decision, summarizes any mitigation measures that will be incorporated in the project, and documents any required Section 4(f) approval (CEQ 40 CFR 1505.2). Guidance on preparing and distributing the ROD is provided in FHWA's Technical Advisory T 6640.8A (available online at http://www.fhwa.dot.gov/legsregs/directives/techadvs/t664008a.htm).

The following format is used in preparing a ROD:

- **Decision.** Identify the selected alternative. Refer to the FEIS to avoid repetition.
- **Alternatives Considered.** Briefly describe each alternative (with reference to the FEIS, as above), explain and discuss the balancing of values underlying the decision. Values for economic, environmental, safety, traffic service, community planning, and other decision factors may vary in relative importance. Identify each significant value and the reasons why some values were considered more important than others. The ROD should reflect the manner in which these values were considered in arriving at the decision. Identify the environmentally preferred alternative or alternatives. In addition, if Section 4(f) property is used, summarize the Section 4(f) evaluation.
- **Measures to Minimize Harm.** Describe all measures to minimize environmental harm that have been adopted for the proposed action. State whether all practicable measures to minimize environmental harm have been incorporated into the decision, and if not, why.
- **Monitoring or Enforcement Program.** Describe any monitoring or enforcement program that has been adopted for the specific mitigation measures, as outlined in the FEIS.

- **Commitment List.** Include an item-by-item list of commitments and mitigation measures from the commitment file. The list serves as a ready reference for the design, construction, and maintenance of the project.

Section 6002 of SAFETEA–LU established a 180-day statute of limitations on claims against USDOT and other Federal agencies for certain environmental and other approval actions. The statute of limitations established by SAFETEA–LU applies to a permit, license, or approval action by a Federal agency if:

- the action relates to a transportation project (as defined above); and
- a statute-of-limitations notification is published in the *Federal Register* announcing that a Federal agency has taken an action on a transportation project that is final under the Federal law pursuant to which the action was taken.

If no statute-of-limitations notice is published, the period for filing claims is not shortened from what is provided by other parts of Federal law. If other Federal laws do not specify a statute of limitations, then a six-year claims period applies.

**k. Proceed With Design.** After all environmental documents in the environmental and design stages have been approved and finalized (including environmental documents, eight-point access report for limited access highways, Access Hearings, and R/W plan revisions if applicable) the project may advance to right-of-way acquisition and preparation of the PS&E.

## 24.4 Procedures for Class II (CE) Projects

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

It is important to utilize the Environmental Classification (ECS) Guidebook in completing the documentation to support a CE classification. The ECS Guidebook and the EPM will assist in determining which discipline reports are required and, more importantly, the appropriate level of content and detail.

**.41 Documented Categorical Exclusions.** DCEs typically require documentation in the form of discipline reports to support the CE determination and FHWA approval. The local agency completes the current version of the Local Programs ECS form and prepares discipline reports, as appropriate. These may include, but are not limited to, an Air Quality Analysis, Wetlands Report, Cultural Resources Survey, Biological Assessment, Hazardous Materials Assessment, and Section 4(f) Evaluation. The ECS Guidebook and WSDOT's EPM will assist local agencies in

determining when a discipline report is required. Local agencies are advised to contact the Region LPE if they are uncertain whether or not a discipline report is appropriate for a particular project. The Region LPE can also provide advice regarding the level of detail that will be required in discipline reports.

The local agency transmits the completed ECS and discipline reports to the Region LPE who will coordinate with H&LP to have the documents reviewed by appropriate technical staff. Upon the completion of the review of the ECS and discipline reports, H&LP will coordinate with the Region LPE and the local agency to ensure that any comments are addressed appropriately. As final discipline reports are completed, H&LP will coordinate with state and federal resource agencies to secure required reviews and approvals (for example, Section 106, ESA Section 7). Once approvals are obtained, H&LP will forward the ECS package to FHWA for review and approval. H&LP will forward a copy of the approved ECS to the Region LPE for transmittal to the local agency.

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

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

The local agency completes an ECS form and prepares discipline reports, as appropriate. These may include, but are not limited to, a Cultural Resources Survey, and ESA No-Effect Letter, and Hazardous Materials Assessment.

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

Upon completion of the department's review, H&LP will approve the ECS for FHWA and will forward a copy of the approved ECS to the Region LPE for transmittal to the local agency.

## 24.5 Procedures for Class III (EA) Projects

**.51 Cooperating Agencies.** After FHWA authorization of preliminary engineering funds and confirmation of the NEPA classification, the local agency prepares a list of agencies, which may have a vested interest in the proposed project. Vested interest may be defined, as either a funding partner;

ownership of required property; regulatory authority to issue a needed permit; or possession of special expertise within an affected environment.

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

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

Inviting agencies to serve as participating agencies, as described in Section 24.33 is optional for an environmental assessment.

**.52 Scoping.** Formal scoping is not required for a Class III project. However, the local agency must coordinate with affected federal, state, and local agencies, Tribes, interest groups, and the public to determine the scope of the project alternatives to be considered, and the issues to be addressed. If the local agency decides to conduct a formal scoping process, the local agency will work closely with the Region LPE and H&LP to develop the scope of the EA. Once agreement is reached, the recommended scope is presented to FHWA to gain their formal concurrence.

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

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

**.54 Public Involvement.** The local agency conducts public meetings, mail notices, and uses other methods appropriate to the magnitude of the project to provide and obtain information. Public involvement methods are discussed in Section 24.5.

**.55 Reports and Recommendations.**

**a. Discipline Reports.** Generally discipline reports are prepared as outlined in 24.7 and the ECS Guidebook.

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

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

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

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

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

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

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

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

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

If a public hearing is held, the hearing must not be scheduled any sooner than fifteen (15) calendar days following the availability of the EA. Notice of the public hearing must be published in the local newspaper. The public hearing notice follows the format and time schedule outlined in Section 24.35.

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

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

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

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

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

## 24.6 Project Re-evaluation

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

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

1. An acceptable FEIS has not been submitted to FHWA within three years from the date of the DEIS circulation.

2. Federal approvals of major steps to advance the project (such as FHWA approval to acquire right of way or approval of PS&E) have not occurred within three years of NEPA approval (that is, FHWA's approval of the ECS, issuance of a FONSI, or ROD).
3. There is a law change that is relevant to the information provided in the original document (i.e. a new species is listed as threatened or endangered under ESA). This is required even if the NEPA approval is less than three years old.
4. There is a change to the project scope. This is required even if the NEPA approval is less than three years old. (Some kinds of scope changes, such as those that are outside previous study areas, are likely to result in a determination that a supplemental NEPA document is needed.)
5. New information or circumstances relevant to environmental concerns and bearing on the proposed action or its impacts would result in significant environmental impacts not evaluated in the NEPA document. (This is likely to result in a determination that a supplemental NEPA document is needed.)

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

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

## 24.7 Environmental Disciplines and "Right Sizing" Reports

The nineteen environmental disciplines that must be considered to fulfill NEPA consist of the following:

- Air Quality;
- Critical and Sensitive Areas;
- Aquifer Recharge Areas & Wellhead Protection Areas;
- Geologically Hazardous Areas;
- Wildlife, Rare Plants, and Habitats (not addressed by ESA);
- Wetlands;
- Cultural Resources;

- Floodplains and Floodways;
- Hazardous and Problem Waste;
- Noise;
- Section 4(f) and 6(f);
- Resource Lands;
- Rivers, Streams or Tidal Waters;
- Tribal Lands;
- Visual Quality;
- Stormwater;
- Commitments;
- Social Effects & Environmental Justice;
- Endangered Species Act.

Please refer to the ECS Guidebook and WSDOT's EPM for detailed discussions of the requirements for each of these disciplines.

For many simple projects the answers to the questions on the ECS alone will constitute sufficient documentation. For more complex projects, however, the ECS will need to be supplemented with "discipline reports" that contain more robust analyses and discussions of some environmental disciplines.

One of the biggest challenges faced by local agencies is to correctly scale the documentation provided in a discipline report so that it corresponds with the level of project impacts. Care must be taken to avoid the preparation of unnecessary or over-documented discipline reports since this is inefficient and wastes project resources. One of the best ways to assure that disciplines reports are "right-sized" is to conduct early coordination with the Region LPE who can help identify the disciplines that are (and are not) likely to need robust analyses.

To provide frameworks for the various discipline reports, WSDOT has developed a series of templates and outlines, which are available on the WSDOT Environmental Web site, in the WSDOT Environmental Procedures Manual (EPM), and in the ECS Guidebook. However, it is important to keep in mind that these templates are only a starting point. In most instances they do not fully explain the proper scaling of analysis and discussion for a range of potential projects. Right-sizing requires consideration of both the project's potential impacts and the applicable regulatory requirements.

For example, a Cultural Resources Discipline Report for an overlay project that requires a construction detour through in a downtown historic district would be significantly less complex and require significantly less effort to prepare than would a street-widening project in the same location. In the

first example the potential effects needing to be analyzed under Section 106 and 4(f) would likely be minimal. The second project example, however, would likely require surveys for buried cultural resources, an analysis of potential construction impacts on historic buildings, and possibly a discussion of mitigation measures.

Discipline reports to address the Endangered Species Act provide another useful example. A project that will have no effect on listed species typically requires the preparation of only a three- to six-page "no effect letter" that explains the rationale for the effect determination. However, a project that has the potential to affect federally listed Threatened or Endangered species requires the preparation of a Biological Assessment. In this example, the documentation requirement for the project with "no effects" on listed species is significantly less than that required of the project that "may affect" listed species.

## 24.8 Appendix

24.123 Local Agency Environmental Classification Summary

## 24.9 Tribal Contacts

http://www.wsdot.wa.gov/tribal

## 24.10 Local Programs ECS Guidebook

http://www.wsdot.wa.gov/NR/rdonlyres/87901EB4-008A-43A0-9DB7-2179E0BC939F/0/ECSGuidebooksecure.pdf

Washington State Department of Transportation

# Local Agency Environmental Classification Summary

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

| Part 2 Environmental Classification | |
|---|---|
| **NEPA** | **SEPA** |
| ☐ Class I - Environmental Impact Statement (EIS) | ☐ Categorically exempt per WAC 197-11-800 |
| ☐ Class II - Categorically Excluded (CE) | ☐ Determination of Non-Significance (DNS) |
| CE Type (from 23 CFR 771.117) _____ | ☐ Environmental Impact Statement (EIS) |
| ☐ Projects Requiring Documentation (Documented CE) (LAG 24.22) | ☐ Adoption |
| ☐ Programmatic CE MOU | ☐ Addendum |
| ☐ Class III - Environmental Assessment (EA) | ☐ 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 |

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## Part 3 Permits and Approvals Required

| Yes | No | Permit or Approval | Yes | No | Permit or Approval |
|---|---|---|---|---|---|
| ☐ | ☐ | Corps of Engineers ☐ Sec. 10 ☐ Sec. 404 | ☐ | ☐ | Water Rights Permit |
| | | ☐ Nationwide Type _____ | ☐ | ☐ | Water Quality Certification - Sec. 401 |
| | | ☐ Individual Permit No. _____ | | | Issued by _____ |
| ☐ | ☐ | Coast Guard Permit | ☐ | ☐ | Tribal Permit(s), (If any) |
| ☐ | ☐ | Coastal Zone Management Certification | | | _____ |
| ☐ | ☐ | Critical Area Ordinance (CAO) Permit | | | _____ |
| ☐ | ☐ | Forest Practice Act Permit | | | _____ |
| ☐ | ☐ | Hydraulic Project Approval | ☐ | ☐ | Other Permits (List): |
| ☐ | ☐ | Local Building or Site Development Permits | | | _____ |
| ☐ | ☐ | Local Clearing and Grading Permit | | | _____ |
| ☐ | ☐ | National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction | | | _____ |
| ☐ | ☐ | Shoreline Permit | ☐ | ☐ | ROW Acquisition Required |
| ☐ | ☐ | State Waste Discharge Permit | ☐ | ☐ | Is relocaton required? |
| ☐ | ☐ | TESC Plans Completed | ☐ | ☐ | Is a detour required? |

## Part 4 Environmental Considerations

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

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

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

If Yes, date Metropolitan Transportation Plan was adopted. _____

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

Is the project exempt from Air Quality conformity requirements? ☐ Yes ☐ No

If yes, identify

**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 ☐ Yes ☐ No
- a wellhead protection area ☐ Yes ☐ No
- a sole source aquifer ☐ Yes ☐ 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? ☐ Yes ☐ No

If so, please describe

c. Will this project impact Species/Habitat other than ESA listed species? ☐ Yes ☐ No

Explain your answer

Is the project within Bald Eagle nesting territories, winter concentration areas or bald eagle communal roosts? ☐ Yes ☐ No

Will blasting, pile driving, concrete saw cutting, rock drilling, or rock scaling activities occur within one-mile of a bald eagle nesting area? ☐ Yes ☐ No

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**Part 4 Environmental Considerations - Continued**

d. Are wetlands present within the project area? ☐ Yes ☐ No If Yes, estimated area of impact in acre(s): _____
(Please attach a copy of the proposed mitigation plan)

**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 ☐ Yes ☐ No

If **Yes,** note exemption below.

If **No**: Date of DAHP concurrence _____

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

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

If Yes, date of approved Section 106 MOA _____

**4. Flood Plains or Ways**

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

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

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

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

Does this project require excavation below the existing ground surface? ☐ Yes ☐ No

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? ☐ Yes ☐ No

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? ☐ Yes ☐ No

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? ☐ Yes ☐ No ; if yes, check the appropriate box(es) below.

☐ Voluntary Cleanup Program (VCP)
☐ Underground Storage Tank (UST)
☐ Leaking Underground Storage Tank (LUST)

Has site reconnaissance (windshield survey) been performed? ☐ Yes ☐ No
If so identify any properties not identified in the database search that may affect the project (name, address and property use).

Based on the information above and project specific activities, is there a potential for the project to generate contaminated soils and/or groundwater? ☐ Yes ☐ No
If yes, explain:

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.

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**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

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**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? ☐ Yes ☐ 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? ☐ Yes ☐ No

Amount of existing impervious surface within project limits: _____

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

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

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

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## 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? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Marbled murrelet nest or occupied stand, or designated critical habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Western snowy plover designated critical habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Listed Marine Mammal? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Canada lynx habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Gray wolf habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Grizzly bear habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Brown pelican night roosts? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| Woodland caribou habitat? | ☐ Yes ☐ No | ☐ Yes ☐ No |
| A mature coniferous or mixed fixed forest stand? | ☐ Yes ☐ No | ☐ Yes ☐ No |

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**Part 5 Biological Assessment and EFH Evaluations - Continued**

4. Will the project involve any in-water work? ☐ Yes ☐ No
5. Will any construction work occur within 300 feet of any permanent or intermittent waterbody, **which either supports or drains into a listed fish supporting** waterbody? ☐ Yes ☐ No
6. Will any construction work occur within 300 feet of any wetland, pond, or lake that is connected to **any** permanent or intermittent waterbody? ☐ Yes ☐ No
7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)? ☐ Yes ☐ No
8. Will the project affect the water regime of, or utilize any water from a waterbody, which supports or drains into a listed fish supporting waterbody; or any wetland, pond, or lake? ☐ Yes ☐ No
9. Will construction work occur outside the existing pavement? If Yes, go to 9a. ☐ Yes ☐ No

9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling, or modifications of vegetation or tree cutting? ☐ Yes ☐ No

10. Are there any Federal threatened, endangered, proposed or candidate plant species located within the project limits? ☐ Yes ☐ No
(If so, please attach a list of plant species within the action area)

**Determination**

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

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

Essential Fish Habitat Determination:

☐ No Adverse Effect

☐ Adverse Effect. Date of NOAA Concurrence _____

**Analysis for No Effects Determination (Required if any item in Section 5 was checked Yes). (Please attach additional sheets if needed.)**

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| Part 6 FHWA Comments |
| --- |
| |

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

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# Chapter 25 Right of Way Procedures

## 25.01 General Discussion

The Real Estate Services website is located at www.wsdot.wa.gov/realestate/.

Since neither the Uniform Relocation Assistance and Real Property Acquisition Act nor its implementing regulations at 49 CFR 24 allow the certification of right of way (R/W) to be subdelegated, the Washington State Department of Transportation (WSDOT) has overall responsibility to the Federal Highway Administration (FHWA) for the acquisition of R/W on all FHWA funded transportation projects in the state.

**For a project to be eligible for federal funding on any phase of the project (P.E., R/W, or construction), the project's R/W must be acquired in accordance with the requirements of this manual.** R/W acquired prior to July 1, 1971, is exempt. Projects that do not use FHWA funding on any phase may choose not to follow the requirements of this chapter.

The acquisition process is regulated by Chapter 8.26 RCW and WAC 468-100.

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

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

The Local Agency Right of Way Coordinator (LA Coordinator) should be contacted immediately when it is determined that the local agency project requires the use of WSDOT's right of way. The LA Coordinator will advise the local agency of the process and timeline needed to acquire sufficient legal rights to construct and operate on WSDOT property (see Section 25.14, Property Management, for more information).

**.011 WSDOT Services.** WSDOT is committed to an ongoing program which will provide effective assistance and guidance to local acquiring agencies. To this end, WSDOT will designate a LA Coordinator in each region to provide information and establish appropriate state staff contacts, provide

training and educational opportunities for local agencies through workshops and acquisition course offerings, and provide mutually acceptable technical and advisory services as necessary to accomplish the acquisition program.

WSDOT will consult and advise the local agency concerning real property acquisition activities to ensure that R/W is acquired in accordance with provisions of state and federal laws and FHWA directives.

At the earliest possible date, the local agency should notify the LA Coordinator of upcoming projects with R/W acquisition that may be eligible for federal funding. In addition, the local agency should advise the LA Coordinator of the need for WSDOT assistance. If WSDOT is requested to perform the appraisal, negotiation, or relocation functions, the local agency should obtain the estimated cost of such assistance from the LA Coordinator. The LA Coordinator will arrange for the preparation of an agreement if WSDOT has the personnel available to provide the needed assistance or acquire the necessary R/W (Appendix 25.185). WSDOT will furnish the local agency with an estimate of the cost of WSDOT's services. The local agency shall include the cost in the Local Agency Agreement.

When WSDOT provides these services, WSDOT will prepare all necessary R/W documentation and certification.

**.012 Consultant Services.** When the local agency does not have adequate staff to perform appraisal, negotiation, or relocation functions, it may contract for these services and obtain federal participation in the costs.

The local agency should contact the Region Local Programs Engineer for assistance in preparing any contract for services to assure FHWA participation in the contract. FHWA has determined that the consultant agreements for R/W services must meet the consultant contracting requirements as described in Chapter 31, Using Consultants. See Chapter 31 appendixes for sample consultant agreements for appraisal and negotiation.

## 25.02 Right of Way Acquisition Procedures

Before requesting authority to acquire R/W, the local agency must have secured approval of acquisition procedures (Appendix 25.172). Acquisition procedures are submitted to the Region Local Programs Engineer for review prior to final execution by the local agency. Region Local Programs forwards the procedures through the LA Coordinator for approval. The local agency will be approved to acquire R/W based upon the submitted procedures.

The level at which an agency will be approved will be dependent upon the agency's staff qualifications. An agency with minimal staff may be approved to acquire a single project with direct supervision by the Region LA Coordinator. Highways and Local Programs notifies the local agency

of the approval, with a copy to the Region LA Coordinator. Periodic reviews of procedures will be conducted on agencies acquiring R/W on federal aid projects. Procedures shall include the following:

1. Agreement to conform with state and federal laws and FHWA regulations. The agency should agree to follow the WSDOT *Local Agency Guidelines* and *Right of Way Manual* or the agency's own manual if they have a WSDOT approved R/W manual.

2. A listing of the positions performing the separate functions of program administration, appraisal, appraisal review, acquisition, relocation, and property management. All agency positions that perform any of these separate functions should be listed. ***Note:*** Agency personnel such as administrators and members of the executive branch who might participate in the acquisition of R/W for federal aid projects need to be aware that their actions must conform to the Uniform Act and 49 CFR 24.

3. A listing of all current staff filling the above positions and a brief statement of their qualifications. (See minimum qualifications for appraisal, appraisal review, and acquisition in this chapter.)

4. A policy for handling administrative settlements including the approving authority(s) and process.

5. Appraisal waiver process (see Section 25.052).

**.021 No Right of Way Acquisition.** No R/W acquisition means that the proposed project can be built entirely within the existing roadway facility (the facility may be something other than roadway for transportation enhancement projects). Existing R/W is defined as land already incorporated into the roadway facility or land previously certified under a previous federal aid project. Permits and easements are generally considered R/W acquisition. Contact the LA Coordinator if you have questions.

Local Agencies, if after determining that additional R/W will not be required for the current project, should check the appropriate box on the project prospectus (see Chapter 21). If it is later determined that R/W is required, either a R/W Project Funding Estimate (PFE) or a True Cost Estimate (TCE) must be prepared and submitted to the Region Local Programs Engineer who will notify the Region LA Coordinator. See Section 25.041 for explanations of the PFE and the TCE.

New R/W is defined as land necessary for construction of the proposed project, or any prior acquisition that was made specifically for the current project including land that was previously purchased by the agency for the project. This includes temporary easements and permits that are required to complete the construction. If the agency already owns the land or property rights necessary for the project, the agency will provide adequate

documentation showing when and why the property was purchased. If the property was purchased for use on the project, then the R/W must have been acquired in accordance with the requirements of this manual.

If it can be documented that the land or property rights were purchased for a purpose other than the transportation related project, and that the land/property rights are no longer required for the original purpose, then the Uniform Act and 49 CFR 24 requirements do not apply.

**.022 Acquiring Right of Way.** Acquisition of R/W may be performed by the following entities:

- By WSDOT on a local agency's behalf. In this case, an agreement for assistance between WSDOT and the local agency will be prepared and approved (Appendix 25.185). If there are federal funds in the R/W Phase and WSDOT is performing some of the work, consult with the LA Coordinator to select the correct agreement.
- By a local agency that is adequately staffed, equipped, and organized to discharge its R/W responsibilities and has R/W procedures approved by WSDOT. Staff may consist of qualified contract personnel and/or licensed private firms (see RCW 18.85.010) in addition to or in lieu of regular employees of the agency.
- By another local agency that meets the requirements above.

## 25.03 Voluntary Acquisition

A unique process called "Voluntary Acquisition," under 49 CFR 24.101(a)(2), different from "Donation," may on rare occasion be appropriate for acquisition of property, but only under the following circumstances:

- If the properties are not acquired, the project will not proceed.
- Condemnation will not be used for any reason on the entire project.
- All parcels will be under the same restrictions, and must be acquired through this process.

If these circumstances appear to apply to a project, the Voluntary Acquisition process may apply, but **must** be approved by the LA Coordinator with HQ Real Estate Services before any steps are taken to initiate the acquisition process. If approved, steps to follow for voluntary acquisition are governed by WAC 468-100-101 and shall include:

1. Clearly advise the property owner, in writing, prior to making any offers that the agency will be unable to acquire the property in the event that negotiations fail.
2. Provide the owner with an estimate of the fair market value of the property.
3. Provide relocation assistance to any tenants upon mutual acceptance.

If approved, the Local Agency must work closely with the LA Coordinator on all steps of the voluntary acquisition process.

***Note:*** Real estate transactions using this process are subject to real estate excise tax.

## 25.04 Funds for Right of Way

**.041 Acquisition With Federal Funds.** Authorization of federal funds for R/W requires compliance with Chapter 14 of this manual, FHWA approval of environmental (NEPA) documents, and the submittal of the following documents to the Region Local Programs Engineer.

- Local Agency Agreement Supplement.
- Estimate of probable R/W costs and expenses broken down by parcel. There are two types of estimates:
  - **Project Funding Estimate** is a detailed parcel-by-parcel estimate of total expected right of way acquisition costs and is used to obtain authorization and funding for the project. A PFE is based on market transactions (sales) that reflect the current real estate market. Ideally, it is completed by an appraiser, an appraisal reviewer, and a relocation expert. Other R/W staff with appropriate experience, including qualified consultants, may also prepare a PFE.

    See Appendix 25.173 for instructions, worksheets, a sample estimate summary and a sample neighborhood analysis. See also WSDOT *Right of Way Manual* Section 4-2 for the requirements for a PFE (4-2.1, paragraphs E, F, and G do not apply to local agencies).
  - **True Cost Estimate (TCE)** is a parcel-by-parcel estimate of total expected right of way acquisition costs drawn from the County Assessor's records and is used to obtain authorization and funding for the project; therefore, the level of expertise required for its preparation may be less stringent than for a PFE.

    A TCE consists of two parts: a worksheet for each parcel to be acquired and a table summarizing all estimated acquisition costs. Both should generally conform to the examples provided in Appendix 25.174.

    ***Note:*** The TCE can be used only when all parcels are to be appraised or donated. The R/W PFE **must** be used if the agency wishes to make use of the appraisal waiver process (see Section 25.052).
- R/W plan.
- WSDOT Approved Relocation Plan (if relocation is required, contact the LA Coordinator for assistance).

The R/W plans should meet the requirements of WAC 332-130 and show at the minimum the following information:

- Survey line or centerline for the alignment.
- The old and new R/W limits with sufficient ties to the survey line to allow for legal descriptions of the areas to be acquired.
- Show all rights to be acquired, for example, easements and permits.
- Show the ownership boundaries of the parcels with rights to be acquired.
- Show the parcel identification number.
- Show the area of the parcel to be acquired.
- Show the area of the remainder.

All plan sheets shall carry the seal and signature of a registered Professional Engineer or Professional Land Surveyor in accordance with RCW 18.43.070 and RCW 58.09.

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

**.042 Acquisition With Local Agency Funds. If federal funds are to be used in any part of the project, federal guidelines for acquisition of the R/W must be followed.** For projects that involve local agency funds only for R/W acquisition, the Local Agency must submit the WSDOT approved Relocation Plan (if relocation is required) to the Region Local Programs Engineer prior to starting the acquisition process.

In order to minimize potential problems which surface during the certification process, it is advised that the local agency submit a copy of the R/W plan for review before starting the acquisition process.

A copy of the R/W plan must be made available at the time of certification.

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

1. An agency may use its own funds to purchase R/W prior to NEPA clearance and may apply the purchase price (or if donated, the current appraised value) toward their share of project costs, as long as they meet the requirements of 23 CFR 710.501(b). The acquisition of advance R/W must not influence the environmental assessment for the project. The agency cannot be reimbursed for the cost of the appraisal or any other documents necessary to meet the requirements of 23 CFR 710.501(b).

2. An agency may use its own funds to purchase R/W prior to NEPA clearance and be reimbursed. However, the agency must meet the very stringent requirements of 23 USC 108 (c)(2)(c&d), as explained in 23 CFR 710.501(c). This option (which requires the Governor's and EPA's sign-off) will rarely be used.

3. An agency may purchase R/W prior to NEPA clearance under the protective buying and hardship acquisition provisions, as per 23 CFR 710.503, and be reimbursed with federal funds for reasonable costs. Note, however, that while these purchases are in advance of formal NEPA clearance of the project, individual clearance via a Categorical Exclusion is required. Consequently, although the project has not yet been cleared, the individual parcels have been cleared.

   To use protective buying, the agency will have to provide documentation showing that development of the property is imminent and that the development would limit future transportation choices.

   To use hardship acquisition, the agency must have a property owner's written submission providing justification that remaining on the property poses undue hardship compared to others and the property owner must provide written documentation showing their inability to sell the property. This process is described in greater detail in WSDOT *Right of Way Manual* Section 6.3-3.

   The agency must work with the LA Coordinator from the outset if they are proposing to use protective buying or hardship acquisition. **FHWA approval is required for protective buying and hardship acquisition.**

4. An agency may purchase R/W prior to NEPA clearance under the corridor preservation provisions of 23 CFR 630.106(c)(3) and be reimbursed with federal funds for reasonable costs. This process is similar to the process for protective buying (see C above). Generally, this is only done for parcels which will not require any displacement. Note, however, that as with hardship and protective buying, these purchases are in advance of formal NEPA clearance of the project and individual clearance via a Categorical Exclusion is required. This option will rarely be approved.

## 25.05 Appraisal/Appraisal Waiver – Administrative Offer Summary (AOS)

**Per 49 CFR 24.102(n)(2), negotiators cannot supervise appraisers, review appraisers, or waiver valuation preparers, unless FHWA approves a waiver of this requirement, and appraisers, review appraisers, or waiver valuation preparers shall not have any interest, direct or indirect, in the property being valued.**

**.051 Appraisal.** The requirements pertaining to the appraisal of property to be acquired are given in WSDOT *Right of Way Manual* Chapter 4. If desired, a listing of WSDOT approved fee appraisers and appraisal reviewers is available from the Region LA Coordinator or via a link on the WSDOT Real Estate Services website at www.wsdot.wa.gov/realestate/.

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

The appraiser shall prepare an Appraisal Report which is a written document containing among other elements, the following:

1. The purpose of the appraisal which includes a statement of the estimated value and the rights or interests being appraised.
2. The estimate of just compensation for the acquisition. In the case of a partial acquisition, allocate the estimate of just compensation for the property to be acquired and for damages to remaining property in either the report or a separate statement.
3. The data and analyses (or reference to same) to explain, substantiate, and document the estimate of just compensation.

A complete explanation of requirements for an acceptable appraisal report can be found in WSDOT *Right of Way Manual* Chapter 4.

Examples of appraisal report forms can be found in Appendix 25.175.

**.052 Appraisal Waiver.** In certain cases, an appraisal can be waived. To qualify, the just compensation, based on the R/W Project Funding Estimate or its equivalent, must be no greater than the appraisal waiver limit as defined in the agency's approved R/W procedures (typically $25,000), the acquisition **must be uncomplicated**, and the only damages will be minor cost to cure items. The PFE must be based on confirmed comparable sales and must reflect the current market.

For example, if the agency plans to acquire a strip of land that they believe is worth $12,000, but the acquisition will change/limit the owner's ability to develop their property at some point in the future, the appraisal waiver process **cannot** be used because it is no longer uncomplicated and an appraisal must be prepared by a qualified appraiser.

In such instances where the appraisal is waived, just compensation should be based on current comparable sales. All data used to arrive at just compensation must be included in the project file. When the waiver is used, it is important that the local agency determines that the offer being made is fair and equitable.

The owner **must** be informed in the offer letter that an appraisal was not done and the owner has the right to request that an appraisal be done. If the owner requests an appraisal, the local agency **is required** to provide and pay for one that meets the standards outlined in Section 25.051. See Appendix 25.176 for an example appraisal waiver procedure.

## 25.06 Appraisal Review

The requirements pertaining to appraisal review of the property to be acquired is provided in WSDOT *Right of Way Manual* Chapter 5.

The reviewing appraiser should be knowledgeable of the property values in the project area. The depth of review should be in direct relationship to the difficulty of the particular appraisal. The reviewing appraiser must be either a WSDOT Review Appraiser, on the approved list of review appraisers maintained by WSDOT, or an employee of the acquiring agency, who is authorized by their approved R/W procedures to review appraisals. To qualify as an agency review appraiser, an individual must, at a minimum, be a Certified General Appraiser with the Washington State Department of Licensing and have successfully completed at least one approved appraisal review training class.

The reviewing appraiser should field inspect the property appraised as well as the comparable sales which the appraiser(s) considered in arriving at the fair market value of the whole property and of the remainder(s), if any. If a field inspection is not made, the file shall contain the reason(s) why it was not made.

The reviewing appraiser shall examine the Appraisal Reports to determine that they:

1. Are complete in accordance with the *Local Agency Guidelines* and contain the criteria required by WSDOT *Right of Way Manual,* Chapter 4, Appendix 4-1, Appraisal Guide.
2. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
3. Include consideration of compensable items, damage, and benefits, but do not include compensation for items noncompensable under state law.

The reviewing appraiser shall place in the parcel file a signed and dated statement (Appendix 25.177) setting forth:

1. An estimate of just compensation including, where appropriate, the allocation of compensation for the property acquired and for damages to remaining property.
2. A listing of the buildings, structures, fixtures, and other improvements on the land which were considered part of the property to be acquired.
3. If applicable, a statement that there is an uneconomic remnant/remainder, and the value of the remainder.
4. A statement that the reviewing appraiser has no direct or indirect present or future interest in such property or in any monetary benefit from its acquisition.
5. A statement that the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

**.061 Uneconomic Remainders.** An uneconomic remainder is defined as a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property and which the agency has determined has little or no value or utility to the owner (49 CFR Part 24.2(27).

For partial acquisitions, the review appraiser determines (if staff) or recommends (if fee) whether the remainder is uneconomic. If the remainder will no longer have utility to the owner, and the **local agency determines** that it is uneconomic, the agency must offer to purchase the remainder from the property owner.

See WSDOT *Right of Way Manual* Section 5-5.2 for detailed instructions regarding the review appraiser's responsibilities for reporting and documenting uneconomic remainders.

## 25.07 Agency Concurrence for Setting Just Compensation

In conformance with 49 CFR 24.102(d), it is the responsibility of the **agency** to set Just Compensation. This can be done by adding a line to the bottom of the review appraiser's certificate as shown in Appendix 25.177, or by stating the same information in a separate memo. In either case, the statement must be signed and dated by an employee of the agency who has approving authority prior to the time the offer is made.

## 25.08 Title

The agency will acquire evidence of the condition of title for all properties from which rights are to be acquired. It is suggested that a title report be ordered from a title company and the title to the property acquired cleared

so that a policy of title insurance can be issued showing title vested in the agency subject only to those exceptions which can reasonably be accepted. If a title company is not used to provide this information, the acquisition file must include sufficient documentation to validate the signatories on the instruments and show that the interest acquired is free from unreasonable encumbrances.

In general, the elements necessary to acquire the needed interest are:

1. Acquisition instruments signed by all parties with an interest in the fee title.
2. Releases from mortgages and deeds of trust as the agency determines to be reasonable.
3. Releases of encumbrances, such as easements, which adversely impact the rights being acquired.
4. Releases of priority liens, such as materialman's liens, judgments, state tax liens, and federal tax liens.

## 25.09 Negotiations

Various requirements in negotiating an acquisition of property are found in WSDOT *Right of Way Manual* Section 3-4.1C.

If a local agency uses a consultant fee negotiator, the negotiator must meet the applicable state licensing requirements (verify with the Department of Licensing).

For local agency staff to be approved to acquire property without direct supervision by the LA Coordinator, they must have either an Associate Degree in real estate or a Bachelor Degree or equivalent experience. In addition, they must have two years full-time experience in real estate acquisition, sales leasing, appraisal, title, escrow, or property management. One year of experience must be in eminent domain acquisition. Additional experience in eminent domain acquisition can replace education on a year-for-year basis.

Local agencies using staff to negotiate who do not have the necessary qualifications must work closely with the LA Coordinator as explained in the Procedures Approval letter.

A diary or negotiator's log must be maintained for each parcel wherein each individual involved in a negotiation, a relocation, or a property management function shall enter and initial a suitable description of each contact and other information concerning that function. See Section 25.15 for additional direction on preparing diaries. Upon request, the Region LA Coordinator will provide explanations and examples of adequate records.

A separation of functions maintains the integrity of the acquiring agency's transactions. Thus, the appraisal, appraisal review, and negotiations for a parcel are performed by three different persons. Recognizing the fact that the use of two separate individuals as appraiser and negotiator on a low-value acquisition can be both difficult and expensive, the use of a single qualified individual to both appraise and negotiate a parcel is permitted where the value of the acquisition is $10,000 or less. It should be noted that the appraisal shall be reviewed prior to negotiations, and the review appraiser shall be neither the appraiser nor the negotiator.

Before initiating negotiations for real property, the **agency** shall establish the just compensation which **shall not** be less than the approved appraisal of the property and shall make a written offer to acquire in that amount. Appraisals are not required if the owner has indicated a willingness to donate the R/W after being informed of their right to receive just compensation.

A donation may be accepted only after the owner has waived, in writing, their right to just compensation (see Appendix 25.178). This applies to individuals, businesses, corporations, and other private entities. Donations from government agencies are exempt from these requirements. If a donation is accepted in advance of NEPA clearance, additional documentation will be needed in the Project Prospectus and the ECS form.

R/W obtained through normal zoning, subdivision, or building permit procedures may be incorporated into a federal aid project without jeopardizing participation in other project costs.

If an appraisal waiver was used to set just compensation, the negotiator must notify the property owner that they can request an appraisal be prepared. The local agency is responsible for providing and paying for this appraisal.

The agency must notify the property owner of the availability of a statutory evaluation allowance not to exceed $750 to help defray the owner's expenses actually incurred in evaluating the agency's offer (RCW 8.25.020).

When negotiations are complete, the negotiator shall keep in the project file a signed statement for each parcel that:

1. The written agreement embodies all considerations agreed to by the negotiator and the property owner.
2. The negotiator understands that the acquired property is for use in connection with a federal aid transportation project.
3. The negotiator has no direct or indirect interest in the property or in any monetary benefit from its acquisition, at present or in the future.
4. The agreement has been reached without any type of coercion.

**.091 Negotiations by Mail.** If no relocation is involved, the local agency may conduct R/W negotiations as follows:

1. Mail to the owner the fair-offer letter, a summary statement (explains nature of acquisition, conditions affecting remainder after construction, and other pertinent details which would have been explained in a face-to-face meeting with owner), the document of acquisition (deed, easement, or other document required for signature), property plat or sketch showing acquisition limits and effects on any remainder, and a copy of an acquisition brochure.
2. Within a reasonable period of time, typically about two weeks, make a follow-up phone call (documented in the diary). Answer questions or, if owner requests it, make an appointment for personal contact.
3. Follow normal procedures for further negotiations.

**.092 Acquisition of Contaminated Properties.** The agency should take reasonable care to determine if properties needed for a project are contaminated. In the case where properties being acquired by the agency will become part of a state highway, the agency must involve WSDOT in the acquisition process as early as possible to insure that the property will be in an acceptable condition for WSDOT to accept the transfer of ownership.

**.093 Global Settlements.** A global settlement is the combining of just compensation and relocation benefits into a lump sum settlement.

Because global settlements could compromise the entire project's federal aid eligibility, FHWA will not accept a project R/W certification if it includes a global settlement until it can be shown that relocation benefits were not impacted.

**.094 Functional Replacements.** When publicly-owned real property, including land and/or facilities, is to be acquired for a federal aid highway project, in lieu of paying the fair market value for the real property, the Local Agency may provide compensation by replacing the publicly owned real property with another facility which will provide equivalent utility.

The Local Agency must contact the LA Coordinator if they are considering a functional replacement. **FHWA will be involved in this process and will have final approval.**

## 25.10 Donated Property

Donations of right of way can be accepted only after the owner has been notified of their rights to receive just compensation. A signed donation statement must be included in each parcel file (Appendix 25.178) Section 323 of 23 U.S.C. provides for using the value of donated lands as part of the match against an agency's contribution to the project. Certain conditions need be met:

- The credit may only be applied to a federal aid project if federal financial assistance was not used in any form to acquire the land. Credit to the matching share may not exceed the matching share of costs for that project and excess costs may not be utilized on other projects.
- The donation must be related to the project requiring the donated land.
- Donations of privately-owned real estate made after April 2, 1987, and subsequent to NEPA clearance, are eligible for credit purposes. If a donation is accepted in advance of NEPA clearance, additional documentation will be needed in the Project Prospectus and the ECS form. The value of publicly owned real estate donated after June 8, 1998, is eligible for match credit.

For donation letter examples, see Appendix 25.178.

## 25.11 Administrative Settlements

The Uniform Act requires that "The head of a federal agency shall make every reasonable effort to expeditiously acquire real property by negotiation." Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. Additionally, the legislative history of the Uniform Act indicates that offers can be flexible, and there is no requirement that they reflect a "take it or leave it position." Negotiations should recognize the inexact nature of the process by which just compensation is determined. Further, the law requires an attempt by agencies to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts.

In addition to the mandates of the Uniform Act, there are significant cost savings which can be realized through an increased use of administrative and legal settlements. Cost savings are in the areas of salaries, witness fees, travel, per diem, court costs, etc.

FHWA and WSDOT encourage local agencies to carefully consider and maximize use of administrative settlements in appropriate situations.

An administrative settlement or stipulated settlement is a negotiated settlement of a R/W acquisition case in which the agency has administratively approved payment in excess of fair market value as shown on the agency's

approved determination of value. Since relocation benefits by regulation cannot be waived, care should be taken not to include "relocation" in a blanket settlement as the agency may still be required to pay additional benefits as part of the relocation program. This is sometimes called a global settlement (see Section 25.093).

1. Any administrative settlement which exceeds the fair market value must be documented and thoroughly justified in order to be eligible for federal aid funds. The rationale for the settlement shall be set forth in writing. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. If the local agency has any doubt as to eligibility, it should obtain prior approval from WSDOT through the Region LA Coordinator.

2. The local agency shall document the following and make it available for review by WSDOT if it is not already part of the agency's approved procedures:

   a. Identify the responsible official who has the authority to approve administrative settlements.

   b. Describe the procedure for handling administrative settlements.

e. The designated local agency representative may approve an administrative settlement when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information. The settlement justification must include an analysis of the circumstances of each individual parcel that convince the agency that an administrative settlement is in the agency's and public's best interest. This documentation shall be completed and approved by the designated local agency official prior to payment(s) being made. The list below is a sample of items to be considered for an administrative settlement, and should not be used as a template.

   a. The negotiator's recorded information, including parcel details, estimates, bids, research information, and the owner's rationale for increased compensation.

   b. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.

   c. The ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule.

   d. Recent court awards in cases involving similar acquisition and appraisal problems.

e. The likelihood of obtaining an impartial jury in local jurisdiction, opinion of legal counsel where appropriate.

f. The estimate of trial cost weighed against other factors.

***Note:*** Specific information about the parcel, including copies of appraisals, estimates, bids, research information, etc., **must** carry the most weight in the justification.

For additional guidance, reference WSDOT *Right of Way Manual* Section 6-12.

## 25.12 Relocation

The regulations governing relocation assistance are covered in Title 49, Code of Federal Regulations, Part 24.

Those agencies that have trained staff and are approved by WSDOT through the procedures process to provide relocation services may do so. All other agencies should contact their Region LA Coordinator for help in having WSDOT contract to provide relocation services or for advice on contracting with private consultants. WSDOT does not maintain a list of qualified relocation consultants.

If a project includes relocation, a WSDOT approved Relocation Plan must be submitted prior to R/W funding authorization. The Local Agency must have the WSDOT approved Relocation Plan **prior** to starting the acquisition process when the project includes relocation.

To maintain a project's federal aid eligibility, a Relocation Plan needs to be submitted and approved prior to starting acquisition activities, even if there are no federal funds in a R/W Phase. **This is also true in the case of advanced acquisition** (see Section 25.043).

You may contact WSDOT for sample relocation plans or refer to WSDOT *Right of Way Manual* Chapter 12 for guidance. Contact the Region LA Coordinator for assistance in preparing relocation plans and carrying out relocation activities.

## 25.13 Right of Way Certification

After R/W acquisition has been completed and about one month before the federal aid project is to be advertised for contract, the R/W certification must be submitted to the Region Local Programs Engineer.

The Certification provides the following information and assurances.

1. Right of way sufficient to construct, operate, and maintain the facility has been acquired.

2. Right of way has been acquired in accordance with Uniform Act requirements.

3. Relocation Assistance has been completed in accordance with the Uniform Act and meets the requirements of WSDOT *Right of Way Manual*, Chapter 12.

4. Properties acquired in advance of NEPA Clearance (including donations) shall be identified by parcel number. (This information could take the form of an address or a county tax ID if parcel numbers are not assigned.)

There are two categories of certifications which state that sufficient rights have been acquired and the project is ready to be advertised and constructed.

1. **All R/W Acquired.** Legal possession has been obtained but trial or appeal of cases may be pending. All occupants have vacated the R/W and the agency has the right to remove any remaining improvements (Appendix 25.179).

2. **Right to Occupy All R/W Acquired.** Trial or appeal of some parcels may be pending and some parcels may have right of entry or possession and use only. All occupants have vacated the R/W and the agency has the right to remove any remaining improvements (Appendix 25.180).

In **very unusual circumstances,** and with **prior approval** of the LA Coordinator and the FHWA, a third category of certification states that some right of way remains to be acquired.

3. **All R/W Not Acquired.** Acquisition of a few remaining parcels is not complete. All occupants of residences have had replacement housing made available to them in accordance with 49 CFR 24.204. The agency must adequately explain why construction of the project before acquisition is complete, is in the public good. The agency will ensure that occupants of residences, businesses, farms or nonprofit organizations who have not yet moved from the R/W are protected against unnecessary inconvenience or coercive action. All unacquired parcels will be identified and a realistic date given for completion of acquisition and relocation. An explanation of why the properties are not acquired and how they will be acquired by the given date is also required. Appropriate notification will be provided in the bid proposals identifying all locations where acquisition is not complete (see Appendix 25.181).

   **Certifications with exception must be followed by a certification without exception when possession of all parcels is obtained.**

The Local Programs Engineer will submit the certification request to the Real Estate Services Manager for the federally mandated certification review. The LA Coordinator will review the local agency's acquisition files for the project

and determine if the R/W was acquired according to the guidelines. For a copy of the LA Coordinators' worksheets and a Federal Aid Requirement Checklist showing the general areas reviewed by the coordinator, see Appendices 25.182 and 25.183.

If the coordinator determines that the project is ready for certification, they will have the Real Estate Services Manager sign the certification form and return it to Local Programs for inclusion in the package to be transmitted to Headquarters Highways and Local Programs for final processing. The coordinator will also provide the agency and Local Programs Engineer with a letter detailing the findings of the review and any deficiencies that may have been noted.

If the LA Coordinator determines that the project cannot be certified, a letter will be provided to the agency and the Local Programs Engineer detailing the deficiencies encountered. The letter will outline the corrective action(s) required to qualify for certification, assuming that corrective action(s) is possible. After the agency has performed the corrective action(s), the coordinator will review the steps taken and certify the project if appropriate.

## 25.14 Property Management

If using FHWA funding, the acquiring agency shall establish property management policies and procedures that will assure control and administration of R/W, excess lands and improvements acquired. These procedures shall establish:

1. Property records showing:
   a. An inventory of all improvements acquired as a part of the R/W.
   b. An accounting of excess properties acquired with FHWA funding.
   c. An accounting of the property management expenses and the rental payments received.
   d. An accounting of the disposition of improvements and the recovery payments received.
2. Methods for accomplishing the clearing of R/W when such clearance is performed separately from the control for the physical construction of the project.
3. The methods for managing the rodent control program.
4. The methods for employing private firms or public agencies for the management of real property.
5. The methods for accomplishing the disposition of improvements through resale, salvage, owner retention, or other means.

If the agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long-range public benefit.

The agency is responsible for the preservation of the improvements and for reasonable safety measures when it has acquired ownership and possession of the property.

Should rights of way, including uneconomic remnants, acquired with FHWA funds become excess, they may be disposed of only with the approval of WSDOT. If the disposal is to a private party, the agency must determine fair market value (either through the appraisal process or by public sale), and either credit FHWA for its share of the net proceeds of the sale or use the Federal share of the net proceeds for activities eligible for funding under Title 23 of the United States Code for transportation purposes. A disposal may be made to a governmental agency for a continued public highway use without charge, and no credit to FHWA is required; however a reversionary clause is required in the deed.

FHWA approval is required for disposal of any rights of way or uneconomic remnants sold at less than fair market value.

Federal regulations provide for the use of airspace for non-highway purposes above, at, or below the highway's established gradeline, lying within the approved R/W limits. The airspace may be put to various public and private uses, such as parks, play areas, parking, trails, etc., as long as it does not interfere with the roadway operations and does not create a safety hazard to the traveling public. Any such lease will need to describe what activities are allowed on the land.

Where an acquiring agency has acquired sufficient legal right, title, and interest in the R/W of a highway on a federal aid system to permit the use of certain airspace, the right to temporary or permanent occupancy or use of such airspace may be granted by the state subject to prior FHWA approval. If the use of airspace is contemplated, the Region LA Coordinator should be contacted for more detailed policies and procedures that must be considered.

## 25.15 Diaries

**.151 General.** The diary (also can be referred to as a negotiator's log) is one of the most important elements of an acquisition or relocation file. It is crucial that it be accurate and complete, for it is frequently the only document in a file that explains how a difficult or complex real property transaction proceeded.

Diaries are also often the only written documentation that is available to show that R/W transactions were done in compliance with the Uniform Act and 49 CFR Part 24. Therefore, diaries need to provide a complete record of the transaction. They need to be well organized and factual, and they should be written to be understandable by someone unfamiliar with the transaction. Also, they should reference any appropriate documents in the file such as brochures provided to property owners or estimates obtained to support an administrative record.

Each diary entry shall clearly show the month, day, and year of the contact; the name of the individual who made such a contact; how the contact was made (i.e., in person or by phone) and the name(s) of the individual(s) contacted. Each diary entry shall provide a summary of the contact. It is not sufficient to enter a simple posting of events as they occurred. For example, merely recording that the agent presented an offer or that "discussions were held" on a given date is not sufficient. The entry should indicate, at the least, where the event took place, what questions the owner asked and what answers the agent supplied. These elements are at the very heart of the negotiation process, and when an acquisition becomes difficult or negotiations break down, a well-written diary may be the most important document protecting the acquiring agency's interests.

Multiple contacts should not be combined into one diary entry. These entries need to be made as soon as possible to ensure accuracy. Upon completion of activity entry, the specialist should initial each entry. Electronic diaries are recommended. Once a diary is complete, it must be dated and signed at the end.

Diary entries need to be limited to a recitation of the facts because the diary is subject to the rights of discovery by all parties in any court proceeding or appeal case. **All persons** who participate in negotiations with a property owner to acquire real property interests, whether a staff or consultant agent/negotiator, a member of an agency's administrative or executive branch, or an agency's attorney, shall maintain an appropriate diary or log of such activities and discussions with the property owner.

A collection of e-mails pertaining to the acquisition of a parcel does not constitute a diary. Information taken directly from email correspondence often contributes to a good diary, but care should be taken to exclude extraneous information.

Relocation diaries are further discussed in WSDOT *Right of Way Manual* Chapter 12.

## 25.16 Document Retention

The acquiring agency shall maintain all records of its R/W actions for at least three years after payment of the final voucher to demonstrate compliance with 49 CFR Part 24.

## 25.17 Appendices

***Cautionary Note:*** Please contact your LA Coordinator prior to changing any templates in the appendices.

25.172 Right of Way Procedures

25.173 Right of Way Project Funding Estimate Example

25.174 True Cost Estimate Example

25.175 Appraisal Report Forms Example

25.176 Appraisal Waiver Procedure Example

25.177 Review Appraiser Form Example

25.178 Donation Statements Example

25.179 Certification #1 Example

25.180 Certification #2 Example

25.181 Certification #3 Example

25.182 Coordinators Worksheets Example

25.183 Federal Aid Requirement Checklist

25.184 Process Flowchart

25.185 Governmental Agreement for Aid

AGENCY_____

The _____ ("AGENCY"), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Chapter 8.26 RCW) and state regulations (Chapter 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The _____ ("Department") of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the _____ ("Department") will acquire right of way in accordance with the policies set forth in the WSDOT *Right of Way Manual* and *Local Agency Guidelines*. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. Include the following as they relate to the AGENCY's request.

   a. List the functions below for which the agency has qualified staff and the responsible position. Attach a list of the individuals on the AGENCY staff who currently fill those positions and a brief summary of their qualifications. This list will need to be updated whenever staffing changes occur. An AGENCY will be approved to acquire based upon staff qualifications.

      (1) PROGRAM ADMINISTRATION

      _____
      Agency Position

      (2) APPRAISAL

      _____
      Agency Position

      (3) APPRAISAL REVIEW

      _____
      Agency Position

      (4) ACQUISITION

      _____
      Agency Position

      (5) RELOCATION

      _____
      Agency Position

      (6) PROPERTY MANAGEMENT

      _____
      Agency Position

b. Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.

c. An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued up to $25,000 or less should make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.176 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.

d. Attach a copy of the Agency's administrative settlement policy showing the approving authority(s) and the process involved in making administrative settlements.

2. All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right of way and construction stages and for a three year period following acceptance of the projects by WSDOT.

3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

_____ _____
Mayor or Chairman Date

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Approved By:

_____ _____
Real Estate Services Date

A. A Project Funding Estimate (PFE) is prepared for every project where right of way will be acquired.

B. As a minimum, the PFE contains the following information.

1. A parcel-by-parcel list of right of way costs reported on the Right of Way Estimate.
2. A total project right of way cost summary reported on the Right of Way Project Cost Breakdown and Summary.
3. A project data package including sales, sales map, neighborhood and project description, scope of sales search and, if applicable, damage studies, cost to cure documentation, and Assumptions and Limiting Conditions. ***Note:*** The PFE Parcel Worksheet is not a part of the data package.

The Agent assigned to do the PFE completes the estimate as follows:

A. Inspect the project and becomes familiar with the engineering features of the plan.

B. View individual parcels to determine the effects of acquisition.

C. Prepares a Neighborhood and Project Description which defines existing uses, zoning, trends, transportation and utilities, economic influences, a synopsis of the project and its effect on parcels, and any changes in the aforementioned likely to be caused by the project.

D. Gathers sufficient comparable land sales and listings for the various types of parcels and remainders within the project. All sales shall be inspected, photos taken and written up on Market Data (WSDOT Form RES-210) sheets. (If the sales are to be used exclusively on parcels where the Agency has determined to waive the appraisal, the sales need not be confirmed. In all other cases, a reasonable effort shall be made to confirm all sales. Unconfirmed sales will contain an explanation of the confirmation effort along with names and phone numbers of uncontracted parties.)

E. Prepares project and sales vicinity map.

F. Prepares PFE Parcel Worksheet for each parcel on the project.

G. Includes any applicable damage studies.

H. Includes cost-to-cure documentation for estimates and/or bids.

I. Includes applicable Assumptions and Limiting Conditions if data Package will be referred to in the preparation of Abbreviated Appraisals.

# PFE PARCEL WORKSHEET

PROJECT: _____

OWNERS NAME: _____

PROPERTY LOCATION: _____

BEFORE AREA: _____ AFTER AREA: _____

ACQUISITION AREA

FEE: _____ (area) _____ (type) EASEMENT: _____ (area)

CURRENT USE: _____ ZONING: _____

HIGHEST & BEST USE: _____

EFFECTS OF ACQUISITION: _____
_____
_____
_____
_____

SALES RELIED ON : _____ (contained in Data Package for this project dated _____.

Subject Sold within last 5 Years? _____. If yes, is Sale included in Data package? _____

ACQUISITION COMPENSATION

FEE
LAND:

_____ (area) (unit value) $_____

_____ (area) (unit value) $_____

IMPROVEMENTS:

_____ (type and size) (unit value) $_____

_____ (type and size) (unit value) $_____

EASEMENT: _____ (unit value) $_____

DAMAGES:

_____ $_____

_____ $_____

**TOTAL:** $_____

Sheet ___ of ___ Sheets Parcel _____

Plan Approval Date _____ Revision Date _____ Worksheet Date _____

**RIGHT OF WAY PROJECT FUNDING ESTIMATE SUMMARY**

**Project:** _____ **FA #** _____

**Date:** _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|
| Parcel Number | Just Compen (Offer) | Appraisal Fee Costs | Appraisal Review Fee Costs | Negotiation Fee Costs | Title, Escrow Costs | Prop. Mgmt. Service Costs | Relocation Service Costs | Relocation Payments | Condemn. and Incid. Costs | Total Parcel Costs |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | Total R/W Costs | |

**S A M P L E**
**NEIGHBORHOOD DESCRIPTION**
**FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311**

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 25 miles (40 km) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 20 acres (8 ha), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 13,000 square feet (1210 square meters) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minmum area required of 15,000 square feet (1 395 square meters) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access ponts will be controlled at existing locations. The right of way needed is a 20-foot (6-meter) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (2,000 acres (810 ha) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

**TRUE COST PARCEL WORKSHEET**

Project:_____ Parcel # _____

**Notes:**

Assessor's Tax Parcel Number(s):

Zone Size Min. = _____: Assessed Value Land = _____:

A.V. Bldg.#1 = _____: Bldg.#2 = _____: Bldg.#3 = _____:

Bldg.#4 = _____: Total Property Assessed Value = _____

**R/W Map Info:**

Before Area = _____: After Area = _____: Fee Take = _____:

Permanent Esmt Take = _____: Temporary Esmt Take = _____

**Property Costs:**

Total Take = (total property A.V. x 1.20) = $_____

**Or** **Or**

Partial Take:

Fee Land = _____ @ $ _____ (A.V. land per unit) x 1.20 = $_____

Yard/Site Improvements in Take @ Administrative Lump Sum = $_____

Major Building in Take @ (A.V. of Bldg. #_____) x 1.20 = $_____

Perm. Esmt. = _____ @ $_____ (A.V. land per unit) = $_____

Temp. Esmt. = _____ @ $ _____ (A.V. land per unit) x 10% = $_____

**TOTAL PROPERTY COSTS** (put in column 2 of True Cost) = $_____

**Administrative Costs** (put in respective columns of True Cost):

3. Appraisal Fee = _____ 4. Appraisal Review Fee = _____
5. Negotiation Fee = _____ 6. Title and Escrow Fee = _____
7. Prop. Mgmt. Services = _____ 8. Relocation Services = _____
9. Relocation Payments = _____ 10. Condemn & Incidentals = _____

**TRUE COST ESTIMATE**

**Project:** _____ **FA #** _____

**Date:** _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|
| Parcel Number | Just Compen (Offer) | Appraisal Fee Costs | Appraisal Review Fee Costs | Negotiation Fee Costs | Title, Escrow Costs | Prop. Mgmt. Service Costs | Relocation Service Costs | Relocation Payments | Condemn. and Incid. Costs | Total Parcel Costs |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | Total R/W Costs | |

**S A M P L E**
**NEIGHBORHOOD DESCRIPTION**
**FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311**

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 40 km (25 miles) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 8 ha (20 acres), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR-13), minimum 1 210 square meters (13,000 square feet) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minmum area required of 1 395 square meters (15,000 square feet) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access ponts will be controlled at existing locations. The right of way needed is a 6-meter (20-foot) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (810 ha (2,000 acres) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

# ACQUISITION APPRAISAL REPORT

1. OWNER:

2. LOCATION OF SUBJECT:

3. SUBJECT LEGAL DESCRIPTION:

4. DELINEATION OF TITLE (5 years):

5. DESCRIPTION OF SUBJECT PROPERTY including Neighborhood, Larger Parcel, Zoning, Present Use, Improvements, Highest and Best Use-Vacant and Improved:

6. PROPERTY RIGHTS TO BE ACQUIRED AND EFFECTS OF ACQUISITION / PROJECT:

7. VALUATION-BEFORE
   - A. Land as Though Vacant
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Land Value Before
   - B. Whole Property
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Property Value Before

8. DESCRIPTION OF SUBJECT REMAINDER:

9. VALUATION-AFTER:
   - A. Land as Though Vacant
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Land Value After
   - B. Whole Property
     - (1) Scope of Data Search
     - (2) Comparative Analyses
     - (3) Correlation and Conclusion-Property Value After

10. EXPLANATION, MEASUREMENT, AND ALLOCATION OF DAMAGES / SPECIAL BENEFITS:

11. REPORT OF CONTACT WITH OWNER:

Person(s) Contacted
Address:

Phone:
Comments:

Date of Contact:
Relationship to Owner:
Date of Joint Inspection:

Appraiser: Page Parcel:

**Washington State Department of Transportation**

**Parcel No.:**
**Federal Aid No.:**
**Project:**
**Map Sheet** of **Sheets**
**Map Approval Date:**
**Date of Last Map Revision:**

## CERTIFICATE OF APPRAISER

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this appraisal are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- my compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- my analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes;
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated);
- I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated _____.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report of _____ pages.

I made a personal inspection of the property that is the subject of this report on

The **Date of Value** for the property that is the subject of this appraisal is _____. Per the FAIR MARKET VALUE definition contained in the Acquisition Appraisal Salient Information, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

**FAIR MARKET VALUE BEFORE ACQUISITION** $ _____

**FAIR MARKET VALUE AFTER ACQUISITION** $ _____

**DIFFERENCE** $ _____

Date of Assignment or Contract: _____ Name: _____

Date Signed: _____ Signature: _____

Washington State-certified general real estate appraiser certification number:

CERTIF1
DO NOT WRITE BELOW THIS LINE_____

Headquarters Service Center Date Stamp Region Date Stamp

CERTIF1 Page 1

**WAIVER OF APPRAISAL**

The (Agency) desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the $25,000.00 appraisal waver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

Rules

A. The (*Agency*) may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is $25,000.00 or less including cost-to cure items.

B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.

C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.

B. The AOS is submitted to (*position Title Only*) for approval.

C. _____ (*position Title Only*) signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

(Agency)

By: _____ _____

Real Estate Services
Washington State Department
of Transportation

# ADMINISTRATIVE OFFER SUMMARY

PROJECT: _____

OWNERS NAME: _____

PROPERTY LOCATION: _____

BEFORE AREA: _____ AFTER AREA: _____

ACQUISITION AREA

FEE: _____ (area) _____ (type) EASEMENT: _____ (area)

CURRENT USE: _____ ZONING: _____

HIGHEST & BEST USE: _____

EFFECTS OF ACQUISITION: _____
_____
_____
_____
_____

SALES RELIED ON : _____ (contained in Data Package for this project dated _____.)

ACQUISITION COMPENSATION

FEE
LAND:

_____ (area) (unit value) $_____

IMPROVEMENTS:

_____ (type and size) (unit value) $_____

_____ $_____

EASEMENT: _____ (unit value) $_____

DAMAGES:

_____ $_____

**TOTAL:** $_____

Sheet ___ of ___ Sheets Parcel _____

Plan Approval Date _____ Revision Date _____ Worksheet Date _____

Prepared By: _____ Date: _____

I concur in the value estimate herein and authorize an Administrative Offer be made in said amount.

_____ (Region RES Manager) _____ (Date)

This form is prepared in conformance with WSDOT policy and procedures. It does not constitute an appraisal as defined by the USPAP.

Federal Aid # _____. Parcel # _____

Washington State
Department of Transportation

**REVIEW APPRAISER'S CERTIFICATE NO. 1**

FROM: _____, Review Appraiser

TO:

**Agency:**
Parcel No.:
Owner:
Federal Aid No.
Project:

Map Sheet:
Map Approval Date:
Date of last map revision:

***The following appraisals have been made on subject property:***

| APPRAISER | VALUATION DATE | BEFORE VALUE $ | AFTER VALUE $ | VALUE DIFFERENCE $ | ALLOCATION $ | |
|---|---|---|---|---|---|---|
| | | | | | TAKING $ | DAMAGES $ |
| 1. | | | | | | |

***The following prior certificate(s) of value have been made on subject property:***

| REVIEW APPRAISER | DATE OF PRIOR DV | BEFORE VALUE $ | AFTER VALUE $ | JUST COMPENSATION $ | ALLOCATION $ | |
|---|---|---|---|---|---|---|
| | | | | | TAKING $ | DAMAGES $ |
| 1. | | | | | | |

**Comments:**

**The appraiser completed a narrative appraisal report as contracted. The data used is adequate and relevant and any adjustments made to the data are proper. The appraisal methods and techniques used are appropriate. The analyses, opinions and value conclusions in the report under review are appropriate and reasonable.**

**I, the review appraiser, have both the experience and the knowledge to perform this appraisal review competently. Attached are my Appraisal Review Assumptions and Limiting Conditions and my Appraisal Review Salient Information which are made a part of this appraisal review report.**

**I inspected the subject property and the sales data used in the appraisal report on _____.**

**My value conclusions and appraisal review findings are as follows:**

**REVIEWER'S DETERMINATION OF VALUE (This Review):**
**VALUE BEFORE ACQUISITION: $**
**VALUE AFTER ACQUISITION: $**
**VALUE DIFFERENCE: $**

**Reviewer's Allocation of Just Compensation:**
**Acquisition: $**
**Damages: $**

***JUST COMPENSATION IS $ AS OF***

**CERTIFICATE OF REVIEW APPRAISER**

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
5. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appropriate State laws, regulations, procedures and policies applicable to appraisal of right-of-way for such purposes.
6. I did personally inspect the subject property of the report under review.
7. No one provided significant professional assistance to the person signing this review report.

I further certify that if this determination is to be used in conjunction with a Federal aid highway project or other Federally funded project, none of the approved just compensation is ineligible for Federal reimbursement.

Washington State-certified general real estate appraiser certificate number:

Signature: _____

_____ **, Review Appraiser,**

Date:

**ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION:**

**The _____of_____does hereby indicate the concurrence with the above certification and does authorize further action by _____to proceed according to established procedures with the acquisition of the designated property.**

_____(Date) _____ _____.

## Proposed Donation Letter

Date

_____
_____
_____

Subject: Project Title
Parcel Number

Sirs:

(My/Our) donation of (parcel number or property description) to the (name of local agency) for highway/transportation purposes is made voluntary and with full knowledge of (my/our) entitlement to receive just compensation therefore. (I/We) hereby release the (name of local agency) from obtaining an appraisal of the acquired property.

Sincerely,

_____

## Proposed Donation Letters (Through Local Agency)

Date

Regional Administrator/Chief Right of Way Agent
Washington State Department of Transportation
Transportation Building
Olympia, WA 98504

Subject: (Project Title)
(Federal Aid Number)
Parcel Number _____

Sirs:

The attached instrument for donation of right of way to the agency is in compliance with the provisions of *_____.

Sincerely,

_____
Concur and Approve

_____
Accept and Approval

_____
STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Title _____

_____
(Local Agency)

*(Typical language.)
...City/County Commission Resolution No. 111.
...City/County Ordinance No. 111.
...City/County Conditional Use Permit No. 111.
...City/County Building Permit No. 111.

(For use when a local agency project is adjacent to WSDOT right of way and WSDOT does not have an active project at this location.)

## All Right of Way Acquired

Date: _____

TO: _____
Regional Highways and Local Programs Engineer

RE: Federal Aid No.: _____
Project Title: _____
Local Agency: _____

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right of way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that all necessary rights of way, including control of access rights (when pertinent), have been acquired including legal and physical possession.

AND

(select (a) or (b))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

AND

(select (a) or (b))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right of way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

Project Description:

Total parcels required for project: _____

Parcel(s) with Relocation: _____

Temporary Construction Permits: _____

Sincerely,

_____ _____

Chief Administrative Officer of
Local Agency or Delegated Authority

Manager, Real Estate Services
_____ Region

## Right to Occupy All Right of Way Acquired (Some P&Us or Rights of Entry)

Date: _____

TO: _____
Regional Highways and Local Programs Engineer

RE: Federal Aid No.: _____
Project Title: _____
Local Agency: _____

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right of way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that although all necessary rights of way have not been acquired, the right to occupy and use all rights of way required for the proper execution of the project have been acquired.

AND

(select (a) or (b))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

AND

(select (a) or (b))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right of way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

Project Description:

Total parcels required for project: _____

a. Parcel(s) acquired: _____

b. Parcel(s) with possession and use only: _____

List:

| P&U Parcel # | Owner | Effective Date |
|---|---|---|
| 1. | | |
| 2. | | |

c. Parcels covered by right(s) of entry: _____

List:

| R/E Parcel # | Owner | Effective Date | Termination Date |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

d. Temporary construction permit(s) acquired: _____

e. Parcel(s) with Relocation: _____

Sincerely,

_____
Chief Administrative Officer of
Local Agency or Delegated Authority

_____
Manager, Real Estate Services
_____ Region

## All Right of Way Not Acquired (Use Only in Very Unusual Circumstances)

Date: _____

TO: _____
Regional Highways and Local Programs Engineer

RE: Federal Aid No.:
Project Title:
Local Agency:

Dear Sir:

As per title 23 CFR, Part 635, Section 309, Para (c), right of way has been acquired in accordance with current FHWA Directives covering the acquisition of real property and the following applies:

I hereby certify that the acquisition or right of occupancy and use of a few remaining parcels is not complete, but all occupants of the residences on such parcels have had replacement housing made available to them in accordance with 49 CFR 24.204.

AND

(select (a), (b), or (c))

(a) There are no improvements to be removed or demolished for the above cited project.

OR

(b) All occupants have vacated the lands and improvements and the agency has physical possession and the right to remove, salvage, or demolish these improvements and enter upon all lands.

OR

(c) Occupants remain to be vacated and the agency ensures that occupants who remain in the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

AND

(select (a), (b), or (c))

(a) I further certify that there were no individuals or families displaced by the above cited project. Therefore, the provisions of current FHWA Directives covering the relocation of displacees to DS&S housing and availability of adequate replacement housing are not applicable to this project.

OR

(b) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented. All eligible persons and occupants of the right of way within this project have been relocated to decent, safe and sanitary housing or have been offered decent, safe and sanitary housing.

OR

(c) I further certify that our previously submitted assurances of an adequate relocation assistance program and real property acquisition policies have been fully implemented except for a few remaining parcels as explained in the exception section.

Project Description:

Total parcels required for project: _____

a. Parcel(s) acquired: _____

b. Parcel(s) with possession and use only: _____

List:

| P&U Parcel # | Owner | Effective Date |
|---|---|---|
| 1. | | |
| 2. | | |

c. Parcels covered by right(s) of entry: _____

List:

| R/E Parcel # | Owner | Effective Date | Termination Date |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

d. Temporary construction permit(s) acquired: _____

e. Parcel(s) with Relocation: _____

Exceptions:

(List all exceptions by parcel number. A realistic date of occupancy of the parcel and of completion of relocation must be given with an explanation of why those dates are realistic. Explain also, why it is in the public interest that the project be advertised without acquisition being completed.)

I further certify that appropriate notification will be provided in the bid proposals identifying all locations where right of occupancy and use has not been obtained.

Sincerely,

_____
Chief Administrative Officer of
Local Agency or Delegated Authority

_____
Manager, Real Estate Services
_____ Region

**PROJECT REVIEW WORKSHEET**

**Agency:**_____ **F.A. number:**_____

**Project title:**_____

**Agency procedures approval date:**_____ **Current ?** _____

FHWA participation in r/w - amount paid: _____

Local Programs r/w authorization date: _____

FHWA participation in phase other than r/w - amount paid: _____

Number of parcels: _____ Number acquired by condemnation: _____

Relocation plan dated: _____ Funding estimate dated: _____

Right of Way Plan

F.A. number shown: _____ Ownership information shown: _____

Areas to be acquired shown: _____ Remainder areas shown: _____

Adequate data for legal descriptions: _____ Ownership boundaries shown: _____

Comments:

PARCEL WORK SHEET

**PROJECT TITLE:**

**PARCEL NUMBER:** **ACREAGE:**

APPRAISAL - DATED _____ REVIEW - DATED _____
AMOUNT _____ AMOUNT _____
FIRM _____

JC SET BY AGENCY - DATED _____ OFFER LETTER- DATED _____
AMOUNT _____ AMOUNT _____

ADMN. SETTLEMENT AMOUNT _____ AGENCY APPROVED

TOTAL SETTLEMENT AMOUNT _____

UNECONOMIC REMNANT ___ VALUE _____ OFFER MADE

DONATION: STATEMENT SIGNED ___

TITLE REPORT ___ ENCUMBRANCES CLEARED

DEED DATED _____ RECORDED _____

DOCUMENTS
1. LEGAL DESCRIPTION
2. PARTIES _____
3. NOTARY _____

PROOF OF PAYMENT ____ NEGOTIATOR DISCLAIMER ____

DIARYCOMPLETE _____ SIGNED _____

RELOCATION

ADDITIONAL COMMENTS

REVIEWER: DATE:

Page 2 of 3

The following is a list of items needed in an Agency's files to allow the LPA coordinator to complete a project certification review. This list is not all inclusive and is meant as an aid to file preparation only.

PROJECT FILE

1. RIGHT OF WAY PLAN
2. PROJECT FUNDING ESTIMATE
3 RELOCATION PLAN
4. FHWA ACQUISITION AUTHORIZATION
5. CONDEMNATION AUTHORIZATION (IF NEEDED)

NEGOTIATION FILE

1. APPRAISAL(S)
2. APPRAISAL REVIEW(S)
3. JUST COMPENSATION (SET BY AGENCY)
4. DIARY(S)
5. OFFER LETTER(S)
6. ADMINISTRATIVE SETTLEMENT JUSTIFICATION AND APPROVAL
7. DONATION STATEMENT(IF APPLICABLE)
8. TITLE EVIDENCE
9. COPIES OF RECORDED DOCUMENTS
10. PROOF OF PAYMENT(S)
11. NEGOTIATOR DISCLAIMER STATEMENT
12. CONSULTANT CONTRACT(S)
13. CORRESPONDENCE

RELOCATION FILE

1. DIARY(S)
2. PROPER NOTICE(S):
   GENERAL INFORMATION
   RELOCATION ELIGIBILITY
   90 DAY NOTICE

RESIDENTIAL:
3. RELOCATION BENEFITS COMPUTATION
4. BENEFITS NOTICE
5. MOVING AGREEMENT
6. PROOF OF PURCHASE OR RENT
7. DS&S INSPECTION REPORT
8. EVIDENCE OF ADVISORY ASSISTANCE
9. ALL SUPPORTING DOCUMENTATION

BUSINESS:
10. BENEFITS NOTICE
11. MOVING AGREEMENT
12. CLAIM FORMS
13. EVIDENCE OF ADVISORY ASSISTANCE
14. ALL SUPPORTING DOCUMENTATION

15. PROOF OF PAYMENT(S)

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# Appendix 25.183 Federal Aid Requirement Checklist

## Informational Only

Agency _____ Region _____ Date _____

Project _____
(Federal Aid Number) (Name)

Federal Funds Will Be Used For: PE _____ R/W _____ CONST. _____

Persons Will Be Displaced: YES _____ NO _____

Right of Way Acquired for This Project: YES _____ NO _____

| (Reminders) | (Comments) |
|---|---|
| 1. Real property must be appraised before initiation of negotiations with the owner, per 49 CFR 24.102(c) and 24.108. | |
| 2. Owners must be given an opportunity to accompany each appraiser during his inspection of the property, per 49 CFR 24.102(c). | |
| 3. The acquiring agency must establish just compensation before initiation of negotiations with the owners, per 49 CFR 24.102(d). | |
| 4. No increase or decrease in the FMV due to the project except physical deterioration, is to be considered in the valuation of the property, per 49 CFR 24.103(d). | |
| 5. Appraisals are not to give consideration nor include any allowance for relocation assistance benefits. | |
| 6. The owner is not to be left with an uneconomic remnant that the acquiring agency did not offer to acquire, per 49 CFR 24.102(k). | |
| 7. The owner is to be given a written statement of the amount offered as just compensation, and where appropriate, the compensation for real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated in the written statement, per 49 CFR 24.102(e). | |

8. No owner shall be required to surrender possession before the agreed purchase price has been paid or the approved amount of compensation has been paid into the court, per 49 CFR 24.102(j).

9. No lawful occupant shall be required to move unless the occupant has been given at least 90 days advance written notice of the earliest date by which the occupant may be required to move, per 49 CFR 24.203(c).

10. The rental amount charged to owners and/ or tenants permitted to occupy the property subsequent to acquisition must not exceed the fair rental value for such occupancy, per 49 CFR 24.102(m).

11. No action must be taken to advance condemnation, defer negotiations or condemnation or taken any other action coercive in nature in order to compel an agreement on the price to be paid for the property, per 49 CFR 24.102(h).

12. The acquiring agency must acquire an equal interest in all buildings, etc., located upon the real property acquired, per 49 CFR 24.105.

13. The acquiring agency must pay recording fees, transfer taxes, etc.; penalty costs for pre-payment of a pre-existing mortgage and the pro rata share of real property taxes paid subsequent to vesting title in the acquiring agency, per 49 CFR 24.106.

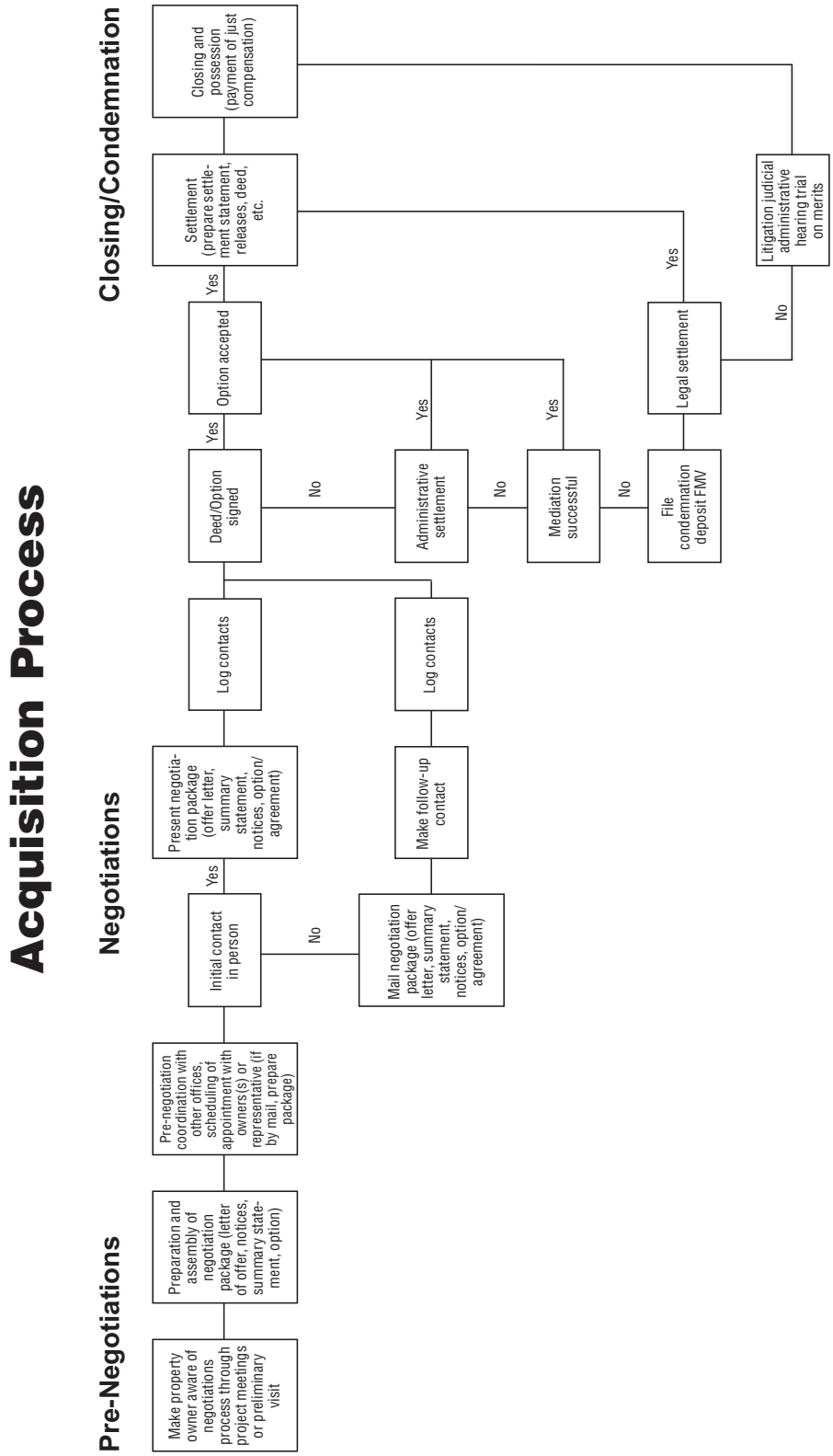
14. No property owner can voluntarily donate his property prior to being informed of his right to receive just compensation.

15. Provisions have been made for rodent control should it be necessary.

16. No owner was intentionally required to institute legal proceedings to prove the fact of the taking of his real property.

Prepared by _____

Title _____


Acquisition Process
Pre-Negotiations
Negotiations
Closing/Condemnation
Make property owner aware of negotiations process through project meetings or preliminary visit
Preparation and assembly of negotiation package (letter of offer, notices, summary statement, option)
Pre-negotiation coordination with other offices, scheduling of appointment with owners(s) or representative (if by mail, prepare package)
Initial contact in person
Yes
No
Present negotiation package (offer letter, summary statement, notices, option/agreement)
Mail negotiation package (offer letter, summary statement, notices, option/agreement)
Make follow-up contact
Log contacts
Log contacts
Deed/Option signed
Yes
No
Option accepted
Yes
Administrative settlement
Yes
No
Mediation successful
Yes
No
File condemnation deposit FMV
Legal settlement
Yes
No
Settlement (prepare settlement statement, releases, deed, etc.
Litigation judicial administrative hearing trial on merits
Closing and possession (payment of just compensation)

Washington State
Department of Transportation

| Government Agreement For Aid<br>Work by State - Actual Cost | Organization and Address |
|---|---|
| Agreement Number | Federal Employers I.D. Number |
| Region | **Land Acquisition, Relocation, and Related Services (For Highway, Road, and Street Purposes Only)** |

THIS AGREEMENT, made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named organization, hereinafter the "AGENCY."

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and

WHEREAS, the AGENCY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and

WHEREAS, the DEPARTMENT has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the REGULATIONS and is empowered to provide such services to other governmental agencies pursuant to RCW 47.28.140; and

WHEREAS, the AGENCY, assures the DEPARTMENT that the AGENCY's requests for services under this AGREEMENT will not result from bidding, negotiation, or other competition involving private enterprise; and

WHEREAS, the AGENCY may desire to obtain such services from the DEPARTMENT and the DEPARTMENT is willing to furnish such services to the AGENCY, and both deem it in the interest of the public to enter into this AGREEMENT;

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties;

WHEREAS, the AGENCY shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing expedient, fair, equitable, and uniform treatment of landowners and persons to be displaced by proposed land acquisition projects and pursuant to RCW 8.26.095, the parties hereto agree as follows:

## I
## GENERAL

A. The DEPARTMENT shall, to its maximum ability, provide the AGENCY with impact study, appraisal, appraisal review, acquisition, relocation assistance, or property management services described hereinafter, all in accordance with the appropriate elements of the department's operating requirements set forth in the departmental publication M26-01 (HW), Right of Way Manual, except where specific operating requirements are otherwise described herein. All such requirements shall conform to the REGULATIONS. All work to be performed shall be identified in a Task Assignment signed by both parties.

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B. The normal workload of the department shall have priority over any work performed under this AGREEMENT or any Task Assignment. The work performed under this AGREEMENT and the associated Task Assignments shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the AGENCY. The DEPARTMENT shall promptly notify the AGENCY of any hardship or other inability to perform under this AGREEMENT including postponement of the agency's work due to priority given to the department's work.

C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.

D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task Assignment. The AGENCY shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the DEPARTMENT does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the AGENCY. The AGENCY may withhold acceptance of work by submitting written notification to the DEPARTMENT within a 90-day period. This notification shall include the reasons for withholding acceptance.

**II**
**WORK ASSIGNMENT/REQUEST**

A. Specific assignments shall be made in the form of a written Task Assignment to the DEPARTMENT by the AGENCY and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. AGENCY approval is required for budget and schedule changes. The agreed upon budget will include estimated DEPARTMENT staff and related costs in addition to applicable acquisition/relocation cost estimates. The AGENCY shall make such assignments before any negotiations for property acquisition and before any discussion of price with the property owner, when required by the REGULATIONS.

B. The AGENCY shall furnish the DEPARTMENT with all information that has been compiled by or is available to the AGENCY concerning the property to be affected by each particular project. Such information shall include, but not be limited to, copies of approved right of way plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions; a list identifying each property affected by the project by parcel number; a tabulation of improvements on each property; the geographical location and boundaries of each property; and a description of how the project affects each property.

C. The DEPARTMENT shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the AGENCY and shall furnish all information necessary to the conduct of a land acquisition program.

D. The DEPARTMENT will at its discretion and upon written request from the AGENCY furnish the following as required:

**Impact Studies:** Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

**Appraisal:** Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the AGENCY for court preparation and testimony will be a separate Task Assignment under this AGREEMENT and shall be submitted to the DEPARTMENT in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

**Appraisal Review:** Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the AGENCY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The AGENCY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the DEPARTMENT by the AGENCY.

**Acquisition:** Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS and the AGENCY's condemnation authority, including the AGENCY's authority to acquire limited access where applicable. The DEPARTMENT shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:

1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).

Each request by the AGENCY shall specify the name of the grantee in whose name the property is to be conveyed. The DEPARTMENT shall provide the AGENCY with deeds to all property acquired and, wherever possible, instruments to clear encumbrances of title from those deeds. The DEPARTMENT will provide information leading to clearing of encumbrances that the DEPARTMENT cannot clear without legal action. Upon completion of a review of each acquisition by the DEPARTMENT's Title Section, all instruments and materials pertaining thereto will be provided to the AGENCY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the AGENCY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a property owner to make a decision, the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, submit to the AGENCY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the AGENCY.

**Relocation Assistance:** Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation payment claims presented by displacees will be processed by the DEPARTMENT, but the actual disbursement of monies shall be made by the AGENCY. As may be requested by the AGENCY, the DEPARTMENT may assist the AGENCY, on a case by case basis, with an appeal as to relocation assistance benefits filed by an aggrieved displacee. However, the AGENCY shall remain responsible for any appointment of a hearing officer, conducting hearings, maintaining records thereof, and rendering the final decision of the AGENCY.

**Property Management:** Effective management of agency- controlled properties will be provided in the name of the AGENCY in conformity with departmental operating requirements.

E. At the completion of the Task Assignment, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

**III**
**PAYMENT**

The DEPARTMENT shall be paid by the AGENCY for completed work and for services rendered under this AGREEMENT and associated Task Assignments as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and incidentals necessary to complete the work. The DEPARTMENT acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

A. The DEPARTMENT shall be reimbursed in full by the AGENCY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.

B. Partial payments will be made by the AGENCY within 30 days of receipt of the billings from the DEPARTMENT. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.

C. Upon termination of this AGREEMENT as provided in Section VI, the DEPARTMENT shall be paid by the AGENCY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the AGENCY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the AGENCY.

D. Final payment of any balance due the DEPARTMENT of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the DEPARTMENT and certification thereof to the AGENCY.

**IV**
**LEGAL RELATIONS**

A. **INDEMNIFICATION:** Each of the parties to this AGREEMENT shall protect, defend, indemnify and save harmless the other party from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorney's fees, arising out of or related to the terms, covenants or conditions of this AGREEMENT and such parties' performance or failure to perform any aspect of this AGREEMENT; provided, however, that if the claims or suits are caused by or result from the concurrent negligence of (a) the AGENCY, its agents or employees, and (b) the DEPARTMENT, its agents or employees, including those actions covered by RCW 4.24.115, the obligations shall be valid and enforceable only to the extent of the parties' negligence; and provided further, that nothing herein shall require either party to hold harmless or defend the other party from any claim arising from the sole negligence of the other party.

B. **DISPUTE RESOLUTION:**

1. The AGENCY and the DEPARTMENT shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

| | AGENCY | DEPARTMENT |
|---|---|---|
| Name/Title | | Region Real Estate Services Manager |
| Address | | |

3. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute.

| | AGENCY | DEPARTMENT |
|---|---|---|
| Name/Title | | Real Estate Services Program Administrator |
| Address | | PO Box 47338, Olympia, WA 98504-7338 |

The AGENCY and the DEPARTMENT agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

C. **VENUE:** In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

## V
## NONDISCRIMINATION

The DEPARTMENT shall comply with Chapter 49.60 RCW and with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq. With respect to the work to be performed by the DEPARTMENT during the contract, the DEPARTMENT shall not discriminate on the grounds of race, color, sex, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

## VI
## COMMENCEMENT AND TERMINATION OF AGREEMENT

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The DEPARTMENT may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the AGENCY with or without cause. The AGENCY may terminate this AGREEMENT or Task Assignment at any time provided that the AGENCY reimburses the DEPARTMENT for all direct and indirect costs incurred to date. This AGREEMENT shall terminate five years from the date of execution hereof unless otherwise terminated or unless extended in writing signed by both parties. Upon termination of this AGREEMENT, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year last written below.

| AGENCY | STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION |
|---|---|
| By: | By: |
| Title: | Title: Region Real Estate Services Manager |
| Date: | Date: |

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## 26.1 General Discussion

Under Public Law 105-178 (TEA-21), a 10 percent aspirational goal was established for the participation of Disadvantaged Business Enterprises (DBEs) in transportation contracting, in an effort to valuate equal opportunity in the award and administration of U.S. DOT-assisted contracting and address the effects of past and current discrimination. Requirements of the DBE Program, as prescribed in 49 CFR Part 26, apply to all recipients (and subrecipients) of highway, transit, and airport funds.

A local agency, when participating in programs funded in whole or in part with federal funds made available by the Washington State Department of Transportation (WSDOT), must either adopt WSDOT's DBE Participation Plan, or develop an equivalent plan. The local agency equivalent plan must have the approval of WSDOT's Office of Equal Opportunity and the Federal Highway Administration (FHWA).

While WSDOT's Office of Equal Opportunity (OEO) has the overall responsibility for administration and implementation of WSDOT's DBE Program, local agencies (as subrecipients) also have an important role to ensure that their federally-assisted contracts are administered in accordance with the State's approved DBE Program Participation Plan, which is available on WSDOT's website.

WSDOT's OEO, in coordination with Highways and Local Programs, will conduct compliance reviews of the local agency's administration of the DBE Plan. A local agency that is found to be in noncompliance may be subject to formal enforcement action (suspense or loss of federal funds and/or CA status). A finding of noncompliance will result for failure to comply with the requirements of WSDOT's DBE Plan.

Each federally-assisted contract/subcontract must include the following assurance:

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

## 26.2 Procedures

1. **Local Agency DBE Liaison Officer.** The local agency is responsible for ensuring program compliance and monitoring its contractor's DBE activities. To accomplish this, a DBE liaison officer must be appointed by

the local agency. This liaison officer must be an administrator responsible to the chief executive of the agency. This administrator should have the authority to delegate the responsibility to the people who perform the contractor compliance function. The liaison officer's duties are to ensure compliance with the DBE Plan by the local agency and by their contractors.

2. **DBE Firm(s) Certification.** The Washington State Office of Minority and Women's Business Enterprise (OMWBE) is the sole authority in the State of Washington to perform certification of all minority business enterprises, women business enterprises, and socially and economically disadvantaged business enterprises for programs administered by any State, local, or Federal agency. This statutory authorization extends to and binds all USDOT DBE Program recipients in the State of Washington. In order to count DBE participation, only DBE firms that are currently certified by OMWBE may be used by prospective bidders on federally funded projects. A directory of certified DBE firms is maintained and published by OMWBE. The directory is available via OMWBE's Web site at www.omwbe.wa.gov/biznetwas or by calling (360) 753-9693.

3. **Establishment of Project DBE Goals.** The Highways and Local Programs Project Development Engineer will review each project to determine if it involves work elements that are conducive to DBE participation. To initiate this review, the local agency must submit an engineer's estimate with their suggested DBE goal to the Region Local Programs Engineer when the contract work is determined. The estimate must show the item quantities and costs of the project. No construction funding will be obligated prior to the project review for DBE goals.

   If a local agency has any other projects tied to a federally funded project which utilizes one set of bid documents, the total project is considered a federal aid project for DBE goal setting purposes.

   The goals for federal aid projects will be set under one of the following categories based on the projected participation level during the year to achieve the overall goal:

   - Mandatory Goal
   - Zero Goal

   The Highways and Local Programs Project Development Engineer will then establish a DBE goal for the project. The methodology employed by WSDOT determining state and local agency project contract goals is as follows:

   A. Elements

      a. Geographical location of the project;

      b. Type(s) of work included in the project, i.e., structure, roadway, new construction;

c. Availability of DBEs to perform the type(s) of work;

d. Potential subcontractable items of the work; and

e. Total dollar value of the contract.

The attainment accomplished through this analysis will be reviewed annually to determine the appropriateness of the method of setting goals.

B. Goal Setting Process

a. Review the department's overall DBE goal and the means to meet the goal.

b. If the contract includes federal funds, a DBE goal is considered;

c. If the contract amount is under $100,000.00 then no goal is set. (However, if the work is such that the prime contractor has a distinctly separate class of work available, and meets the requirement for the prime to do 30% of the work, a goal may be considered);

d. The bid items are sorted by pre-qualification work classes and the total estimated dollar amounts to help identify opportunities for subcontracting;

e. Prime contractor work is assumed to be one class (the largest) unless two classes are needed to total a minimum of 30% of the total contract;

f. Mobilization and specialty work are not considered for subcontracting;

g. The remaining work is totaled, both as a percentage and a dollar amount. It is then evaluated to maximize the participation and to ensure that there are two distinct combinations of work classes to achieve the established goal; and

h. Ensure that DBE firms are ready, willing, and able to perform the work at the geographic location and time of the project.

If a local agency feels the project goal set by the Highways and Local Programs Project Development Engineer is inappropriate, they may submit a request to have it changed. This request must be accompanied by justification based on the above criteria for establishing the contract goal.

4. **DBE Provisions in the Plans, Specifications, and Estimate (PS&E).** After the goal has been determined, the applicable WSDOT General Special Provision (GSP), for the type of goal set as outlined above shall be included in the PS&E. These GSPs are available on the WSDOT website or from the Region Local Programs Engineer. Only the WSDOT GSPs are approved for use on a FHWA funded project.

To complete the DBE requirements in the PS&E, when a mandatory goal is established, Form 272-056A, "Disadvantaged Business Enterprise Utilization Certification," will be included. This form shall be in the proposal given to each bidder. This form is available from the Region Local Programs Engineer. When a zero goal is established the DBE Utilization Certification form is not required.

5. **Bid Opening.** Each bid proposal must be reviewed to determine if the bid is responsive. For a contract with goals, each proposal shall contain the form "Disadvantaged Business Enterprise Utilization Certification" completed by the contractor.

   Failure to accurately complete this form will be considered as evidence that the proposal is unresponsive and, therefore, is not eligible for award.

6. **Is the DBE Firm Certified by OMWBE?** The DBE firm named by the contractor in the bid proposal shall be certified as a DBE firm by OMWBE to be eligible for work on a FHWA funded project. (See b, above.) To verify whether a firm is certified as a DBE and eligible to perform work on a FHWA funded project, you must contact OMWBE at (360)753-9693 or at their website www.omwbe.wa.gov/biznetwas and document your contact effort in the project file. To meet the goals for the project, DBE firms not certified at the time fixed for the bid opening will not be accepted by the local agency for participation, as a Condition of Award (COA) Contractor, in the project.

7. **Selection of the Successful Bidder**

   A. Selection of Successful Bidder (When a mandatory goal is established.)

      a. The successful bidder shall be selected on the basis of having submitted the lowest responsive bid and, in order to be responsive, making good faith efforts to meet the DBE goal. The bidder can meet this requirement in either of two ways:

         1. The bidder can meet the established DBE goal, documenting they have obtained enough commitments for participation by DBE firms to meet the goal; or

         2. If the bidder does not meet the established DBE goal, the bidder can document its adequate good faith effort and submit it with their proposal.

      This means that the bidder must show that it took all necessary and reasonable steps to achieve the DBE goal, and by their scope, intensity, and appropriateness to the objective, the bidder could reasonably be expected to obtain sufficient DBE participation, even if the bidder were not fully successful in meeting the established

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.

Projects with DBE goals must have Region Local Programs Engineer concurrence before the contract is awarded. Failure to gain LPE concurrence will jeopardize the project's federal funding.

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/offer 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/offer or 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

- whenever changes in the performance of the work warrants its completion.

The review should be completed per on-site observations, documentation review, and interviews of contractor's personnel. This completed form becomes a part of the local agency's project records. Additional forms are available from your Region Local Programs Engineer.

The WSDOT GSP, Disadvantaged Business Enterprise Participation Plan, and Chapter 1 of the WSDOT Construction Manual shall be followed to ensure compliance with the DBE Plan.

In order to receive credit for DBE participation (count towards the contract goal) a DBE firm must be performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for executing one or more distinct elements of the contract work and is carrying out those responsibilities byactually performing, managing, and supervising the work involved. The documentation in the project diary and on the DBE On-Site Review form is the information that the local agency will use to valuate whether a DBE is performing a commercially useful function. If there is evidence that a DBE firm may not be performing a commercially useful function, immediately contact your Region Local Programs Engineer.

11. **Prompt Payment.** Refer to Amendment Section 1-08, Prosecution and Progress (March 6, 2000) and RCW 60.28 for "Prompt Payment" requirements.

12. **During Construction and Upon Completion.** For all federal aid projects the contractor shall submit Quarterly Report of Amounts Credited as DBE Participation, WSDOT Form 422-102 EF (Appendix 26.31), to the local agency. On this form, the contractor shows the actual amount paid to the DBE firm for the contact work. The local agency shall foward a copy to the Region Local Programs Engineer. This completed form is required quarterly and a final at the completion of the project must be submitted to Highways and Local Programs Project Development Engineer as specified on the form.

13. **Records and Reports.** The local agency will maintain such records and provide such reports as necessary to ensure full compliance with the Plan.

    Upon request from the OMWBE, WSDOT, or the USDOT, (or its operating administrations) the local agency shall submit the records deemed necessary for inspection, auditing, and review purposes.

## 26.3 Appendices

26.31 Quarterly Report of Amounts Credited as DBE Participation

26.32 Disadvantaged Business Enterprise Utilization Certification

26.33 M/D/WBE On Site Review

Washington State
Department of Transportation

## Quarterly Report of Amounts Credited as DBE Participation

Check appropriate reporting period and enter reporting year.

☐ 1st Quarter - January (Oct. - Dec.)
☐ 2nd Quarter - April (Jan. - Mar.)
☐ 3rd Quarter - July (April - June)
☐ 4th Quarter - October (July - Sept.)
☐ Final
Reporting Year _____

State Contract Number

Federal Employer I.D. Number

Contractor

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

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

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

Signature _____ Title _____

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

DOT Form 422-102 EF
Revised 2/2006

Washington State Department of Transportation

## Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number | Project Role * (Prime, Subcontractor, Manufacturer, Regular Dealer) | Description of Work | Amount to be Applied Towards Goal ** |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

DOT Form 272-056 EF
Revised 7/07

**Washington State Department of Transportation**

## MBE/DBE/WBE On-Site Review

| | | |
|---|---|---|
| Prime Contractor | | Federal Aid Number |
| Subcontractor | | Contract Number |
| Project Engineer | Region | ☐ MBE ☐ DBE ☐ WBE |

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

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

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

5. Subcontractor's ☐ Site Superintendent ☐ Foreman (Name)

6. Exclusively Employed by the M/D/WBE Contractor? ☐ Yes ☐ No

6a. If No, Please Explain

7. Is Superintendent / Foreman Shown on M/D/WB Payroll? ☐ Yes ☐ No

8. Is Superintendent/Foreman Shown on any other On-Site Contractor's Payroll? ☐ Yes ☐ No

8a. If yes, Please Explain

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

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

11. Are any Crew Members on the Prime or any other Project Suncontractor's Payroll(s)? ☐ Yes ☐ No

11a. If yes, Please Indicate

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

13. Does Equipment have M/D/WBE's Markings or Emblems? ☐ Yes ☐ No

13a. If No, Please Indicate

14. Equipment ☐ Owned ☐ Leased

15. Has any other Contractor Performed, on behalf of the M/D/WBE, Substantial Amount of Work Designated to be M/D/WBE? ☐ Yes ☐ No

15a. If Yes, Please Explain

16. Has the M/D/WBE Owner been present on the Job Site? ☐ Yes ☐ No What % _____

17. Are Personnel and Equipment Under Direct Supervision of the M/D/WBE Subcontractor? ☐ Yes ☐ No

18. Does the M/D/WBE Subcontractor Appear to have Control over Methods of Work in its items? ☐ Yes ☐ No

Comments

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

Review Conducted By _____ Date of This Review _____

DOT Form 272-051 EF
Revised 4/2002

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

## Instructions

The M/D/WBE On-Site Reivew should be completed for every M/D/WBE condition of award.

The On-Site Review should be completed during the peak period of the M/D/WBE's work and/or whenever changes on the performance of the work warrants its completion.

If a recognized M/D/WBE is employed on the project, but not listed on the condition of award, conduct an On-Site Review.

If by sustitution or change order, a condition of award M/D/WBE is replaced by another M/D/WBE, an On-Site Review should be completed on the new M/D/WBE.

The review should be completed per on-site observation, documentation review, and interviews with contractor's personnel.

Response to questions on the On-Site Review form should be completed as thoroughly as possible. Additional sheets should be used, if needed.

The On-Site Review should be completed by the Project Engineer, or his/her designee.

Headquarter's copy should be forwarded as soon as it is competed.

| Headquarters Use Only |
| --- |
| |

DOT Form 272-051 EF
Revised 4/2002

## 27.1 General Discussion

To effectively assure Equal Employment Opportunity (EEO), it is the policy of the Federal Highway Administration (FHWA) to require that all federal aid highway construction contracts include specific requirements to implement the Title VI Program (Chapter 28), related civil rights laws and regulations. These specific requirements apply to contractors and all their subcontractors (not including material suppliers) holding subcontracts of $10,000 or more. To be eligible for federal aid funds, the local agency must comply with the civil rights requirements.

The following statement shall be accepted by local agencies and contractors as their operating policy:

> It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, or disability. Such action shall include: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, trainees, and/or on-the-job training.

Local agencies and their contractors must each designate an EEO officer to ensure compliance with the EEO Title VI, Section 504, and training policy.

The Washington State Department of Transportation (WSDOT) will monitor both the local agency and its contractors for compliance as part of the normal project management reviews and through contract compliance reviews of selected contracts.

The local agency, by signature to the Local Agency Agreement, agrees to the following:

1. To assist and cooperate actively with the state in obtaining contractor and subcontractor compliance with the equal opportunity clause and rules, regulations, and relevant orders of the FHWA and/or Secretary of Labor.
2. To furnish the state such information as it may require for the supervision of such compliance and 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, as amended, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts pursuant to the Executive Order and other pertinent rules, laws, and regulations.

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, FHWA, 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:

   - Cancel, terminate, or suspend the Local Agency Agreement in whole or in part;
   - Refrain from extending any further assistance to the agency regarding the failure or refusal to comply until satisfactory assurance of future compliance has been received from the agency; and
   - Refer the case to the Department of Justice for appropriate legal proceedings.

The local agency must consult the WSDOT/APWA *Standard Specifications*, *Amendments, General Special Provisions*, and the WSDOT *Construction Manual* to administer the EEO and training programs.

## 27.2 Training

To meet federal requirements, each contract must comply with applicable GSPs and Form FHWA-1273.

Training goals are established by the Highways and Local Programs Operations Engineer on selected federal aid construction contracts. The goals are set based on the formula developed by WSDOT, and the goal setting process takes into account the following factors:

1. The dollar amount of the project (normally Highways and Local Programs will not set goals on projects of less than $500,000).
2. Type of work. Project must lend itself to training.
3. Availability of minorities and women for training.
4. Geographic location of the project.
5. Duration of the work (normally Highways and Local Programs will not set training goals on projects of less than 75 working days).

The training hours are established on the amount of labor, opportunity and location of each federally assisted project. Highways and Local Programs Project Development Engineer determines the training hours for each project. The local agency must submit an engineer's estimate for the duration of the contract including estimated number of working days to the Region Local Programs Engineer as a basis for the Highways and Local Programs Project Development Engineer to set goals. (The training goals and DBE goals are established at the same time.)

## 27.3 Contract Administration

**.31 General.** The local agency has the responsibility to:

1. Conduct preconstruction conferences during which EEO and training Special Provisions for federal aid contracts are discussed with the contractor. (Emphasis should be made regarding the applicability of goal-by-craft versus average-of-all-crafts.)

2. Ensure that the contractor posts and maintains notices and posters setting forth the contractor's EEO policy. A supply of OFCCP Poster No. 1420, Equal Employment Opportunity is the Law, shall be made available to the contractor.

3. Monitor on-site compliance with the EEO and training Special Provisions of federal aid contracts.

4. Ensure that their contractors locate, qualify, and increase the skills of minority groups, women employees, and applicants for employment as specified in the training provisions.

5. Prepare and/or ensure the preparation of the required EEO and training reports.

**.32 EEO Reports.**

1. PR 1391: This report is submitted by the contractor and subcontractors showing all the employees in the work force including an ethnic breakdown on their federal aid highway construction projects under construction during the month of July. The report is a summation of employees on the last payroll period in which work was performed during the month of July. The local agency retains this form in its project files.

2. PR 1392: Summation of the July PR 1391 reports received from all contractors and subcontractors that were working on federally-assisted projects during the month of July. This report is prepared by the local agency and sent to the Region Local Programs Engineer by August 30. The Region Local Programs Engineer will summarize agencies PR1392 into one PR1392. This summarized report is due at WSDOT Highways and Local Programs by September 10 annually.

3. DOT Form 820-010 Monthly Employment Utilization Report: This report includes the total work hours for each employee classification in each trade in the covered area for the monthly report period. This form will be kept in the Contractors' files and does not need to be submitted to the local agency. These forms are utilized when the annual EEO compliance reviews (see section 27.5) of the randomly selected contractors are conducted by the WSDOT OEO office.

**.33 Training Reports.**

1. Form 272-060: Federal Aid Highway Construction Annual Project Training Report is maintained by the local agency's Project Engineer as trainees are approved. Question 10 is to be completed from the project payroll/trainee records. Form 272-060 is due in the Region Local Programs office by December 10th.

2. Form 272-061: Federal Aid Highway Construction Cumulative Training Report extracts the information taken from Form 272-060. The Region Local Programs Engineer prepares this report which is due in the Headquarters by December 20.

## 27.4 Monitoring During Construction

**.41 EEO.** During the project construction, the local agency must monitor the contractor's performance to ensure compliance with its Title VI and Section 504 EEO policy. To accomplish this, the local agency must designate an EEO Officer. The EEO Officer's duties are to conduct reviews with the contractor, maintain records, reports, and required Title VI statistical data concerning the contractor's performance, and ensure that the local agency itself is in compliance with its EEO policy.

**.42 Training.** When training hours are assigned to the project, the local agency must verify that the trainee is on the project and is receiving beneficial training in accordance with the approved training program. When trainees are on a project, the local agency shall periodically conduct interviews with them to determine if they are receiving the training as specified in the approved training program. The "Trainee Questionnaire" form or similar forms should be used to document the employee interviews and the contractor's compliance with the training requirement.

The contractor will submit certified monthly detailed invoices showing the related weekly payroll number, name of the trainee, total hours trained under the program, previously paid hours, hours due, and the dollar amount due this estimate. These invoices must be kept with the project records and will become part of the temporary final records to be retained for three years after acceptance of the project by WSDOT and FHWA.

**.43 Complaints.** The local agency will send any complaints filed against contractors by trainees to the Region Local Program Office who will forward them to Highways and Local Programs for appropriate action.

## 27.5 Compliance Review

In addition to the selected compliance review of local agency contracts by WSDOT External Civil Rights Branch (ECRB), the Highways and Local Programs Operations Engineer's Office will review Title VI and Section 504 EEO and training compliance during its regular project management reviews. If, upon such examination, it is determined that further review is needed, the Highways and Local Programs Office may initiate a further investigation.

The evaluation of the local agency's and its contractor's compliance is based on the provisions included in the contract.

## Forms

See Chapter 11 of the WSDOT *Construction Manual.*

## 28.1 General Discussion

Agencies serving a population of 100,000 or more are required to have a Title VI Plan. Agencies serving a population less than 100,000 may use an abbreviated Title VI Plan, a Nondiscrimination Agreement.

Title VI of the Civil Rights Act of 1964 and other Federal Nondiscrimination statutes prohibit discrimination based on race, color, national origin and sex (gender) in the provision of benefits and services in programs and activities receiving Federal funds. The U.S. Department of Transportation's implementing regulations are contained in 49 CFR Part 21 and 23 CFR 200. These regulations require:

- Affirmative Action
- Recipients to execute Title VI Assurances as a condition of Federal aid

These federal regulations require WSDOT to ensure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations [23 CFR 200.9(b)(7), 49 CFR 21.3, 49 CFR 21.7].

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs and activities" to include all programs and activities of Federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally funded or not.

The Federal Highway Administration (FHWA) requires each local agency that receives Federal funds through WSDOT to establish a Title VI Program to prevent discrimination in the provision of benefits and services on federally funded transportation programs and activities. This Title VI Program is a system of policies and procedures designed to monitor agency (and subrecipient agency) compliance, address complaints, and eliminate discrimination when found to exist.

The policies and procedures to address nondiscrimination must be included in the local agency's Title VI Plan. Their Plan for implementing Title VI must be presented to the WSDOT's Office of Equal Opportunity (OEO) for review and approval.

## 28.2 Title VI Plan Development

A Title VI Plan is a legal document that imposes individual legal liabilities to the signatory agency that are not transferable. Each local agency must develop a Title VI compliance document that reflects its individual Federal-aid transportation program structure. WSDOT will provide each local agency the technical support it needs to develop a Title VI Plan or a Title VI Plan in the form of a Nondiscrimination Agreement, for agencies with populations of less than 100,000.

A. Plan Scope. The Title VI Plan describes how recipients of Federal financial assistance will develop and implement their Title VI Program.

B. Plan Format. A specific format is not prescribed. Sample formats are contained in Appendixes 28.71 and 28.72.

Appendix 28.71 has an example Title VI Plan for large agencies serving a population of 100,000 or more. Large local agencies should use this example to prepare their plan that is to contain the categories listed in item C below (Key Points to Consider in Developing Plan).

Appendix 28.72 has a boilerplate for small agencies serving a population of less than 100,000 to use in developing their Abbreviated Title VI Plan/ Nondiscrimination Agreement.

If there are questions on these examples, please contact your Region Local Programs Engineer.

Larger agencies (populations greater than 100,000) having a Title VI Plan already approved for a different federally funded program, have the option to submit the existing Title VI Plan for approval or create a new one. Agencies can submit their plans through the Region Local Program Engineer for review by WSDOT's OEO. The WSDOT OEO will review the plan in accordance with Federal Requirements. If necessary, supplemental information will be requested prior to approval.

C. Key Points to Consider In Developing a Plan (These points are incorporated in the Nondiscrimination Agreement shown in appendix 28.72 for cities under 100,000 population.)

a. Policy statement. The policy statement reflects the agency's commitment to Title VI compliance, including all related Federal laws and regulations, and is signed by the agency's Chief Executive Officer (CEO).

b. Authorities. This section cites all relevant Federal statutes, regulations, executive orders and other legislation.

c. Organization and Staffing. This section identifies the Title VI Coordinator and program area Title VI Specialists within the organization directly responsible for the management and administration of the Title VI Program. The Plan is to include an organization chart that describes the reporting relationship between the designated Title VI Specialists within each program emphasis area and the designated agency Title VI Coordinator.

d. Program Emphasis Areas. This section describes the Federal-aid transportation program areas (i.e., Planning, Research, Design, Education and Training, Right of Way, Construction, Maintenance, etc.), the areas' legal/operational authorities, and assigns Title VI compliance monitoring responsibilities to each area.

e. Title VI Standard Assurances and Its Appendixes (DOT 1050.2). The USDOT 1050.2 Standard Title VI Assurances of Appendix 28.71 and its Exhibits are placed by reference in every contract, grant, or property regardless of its funding source. For consultant contracts see Exhibit H of Appendix 31.99. The agency's CEO signs these assurances.

f. Complaint Procedures. This section outlines the process for filing complaints and the investigative process. It also identifies the agency staff positions responsible for this process, and the time limits for the submission of complaints and completion of investigations [60 days per 23 CFR 200.9(b)(3)].

g. Table of Contents. This section enables the reader to quickly locate particular sections of the Plan.

## 28.3 Reporting Requirements

Local agencies are to provide the following reports and/or data to WSDOT: related to their transportation program:

### Annual Title VI Update and Accomplishment Report

All agencies with approved Title VI Plans or Nondiscrimination Agreements are to annually prepare a report of their Title VI Program implementation compliance activities. This report is due one year from the date of approval of the Title VI plan and then annually on that same date. This is to describe the transportation activities that occurred during the year. This Annual Title VI Update and Accomplishment Report is to be completed by each agency and forwarded to the Region Local Programs Engineer, who will forward it to H&LP for transmittal to WSDOT's OEO for review and approval.

Examples of Annual Reports are outlined in Appendix 28.74 for agencies over 100,000 population and Appendix 28.75 for agencies with population under 100,000.

### Revisions to the Local Agency's Title VI Plan or Nondiscrimination Agreement

The Plan is to contain current information on names of staff and any other needed revisions. Agencies must submit substantial revisions to their Title VI Plan or Nondiscrimination Agreement to the Region Local Programs Engineer for transmittal to H&LP for submittal to WSDOT's OEO as soon as they occur for review and approval. Substantial revisions may be the filing of the agency's new CEO signature, administrative changes in the agency's Title VI Program administrative structure and staffing, or changes to the plan's complaint procedures, etc.

Local agencies only need to submit a revised Title VI document when program changes such as the ones described above take place.

## 28.4 Title VI Complaint Investigations

The local agency is responsible for investigating all Title VI discrimination complaints occurring within the Federal-aid transportation program or its activities, unless the complaint filed is against the local agency. Complaints naming a local agency as a respondent shall be forwarded to the Region Local Programs Engineer, who will in turn forward it to H&LP. WSDOT's OEO will investigate these complaints. Each local agency's Title VI Plan will have External Complaint Procedures to assist them in conducting a timely, fair and impartial investigation.

All Title VI investigations are to be completed within 60 days of acceptance of a complaint.

An annual Log of Complaints must be maintained by each agency. The Log of Complaints must contain the following information for each complaint filed:

- The name and address of the person filing the complaint
- The date of the complaint
- The basis of the complaint
- The disposition of the complaint
- The status of the complaint

A sample Log of Complaints is shown in Appendix 28.76.

Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself.

All findings from state or local investigations are preliminary and subject to the concurrence of FHWA Headquarters Civil Rights (HCR). FHWA HRC will render final decisions in all cases including those investigated by WSDOT. There are no administrative appeal forums in Title VI complaints. Once FHWA HCR issues its final agency decision (FAD), a complainant in disagreement with such determination may file an appeal with the appropriate US District Court.

## 28.5 Title VI Compliance Reviews

WSDOT/FHWA will conduct periodic reviews of compliance with Federal Title VI regulations as follows:

A. Compliance review. The WSDOT Title VI Coordinator will notify H&LP and work through the Region Local Programs Engineers to make arrangements to conduct periodic compliance reviews of local agencies with approved Title VI Plans. The compliance review will focus on how effectively the local agency has implemented its approved Title VI Plan. Documentation is gathered and individuals with Title VI responsibilities

are interviewed as part of the review process. The local agency will be notified in writing of the scheduled date and the documents that will be required for the on-site review.

B. Local agency found in compliance. If no deficiencies are found during the on-site review, the local agency will be told at the conclusion of the review and be notified in writing that it is in compliance.

C. Local agency found in non-compliance. If deficiencies are identified during the review, the local agency will be apprised of them at the conclusion of the review and be given ninety (90) days to correct them. After an agency corrects deficiencies, it will be notified in writing that it is in compliance.

If a local agency does not correct Title VI Program deficiencies identified by WSDOT or FHWA, it may be subject to sanctions including the suspension of FHWA funding.

D. Local agency responsibilities. Local agencies administering Federal-aid contracts are required to conduct on-site compliance reviews of prime contractors and subcontractors. Agencies needing assistance in conducting on-site reviews should contact their Region Local Programs Engineer.

## 28.6 Other Nondiscrimination Statutes Related to Title VI.

Limited English Proficiency – LEP (Executive Order 13166)

As noted above, one of the bases covered under Title VI is national origin. One type of national origin discrimination is discrimination based on a person's inability to speak, read, write, or understand English. The federal government and those receiving federal financial assistance (recipients, subrecipients, contractors) must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This may require providing written and/or oral communications in a language other than English. More information regarding LEP responsibilities can be found at:
www.lep.gov/recipbroch.html and at www.usdoj.gov/crt/cor/lep/dotlep.htm.

Environmental Justice (Executive Order 12898)

Procedures for addressing environmental justice may be found in Chapter 24 of the LAG, as well as Chapter 458 of WSDOT's *Environmental Procedures Manual*.

## 28.7 Appendices

28.71 Title VI Plan for Agencies Over 100,000 Population

28.72 Nondiscrimination Agreement Population Under 100,000

28.73 FHWA Title VI Annual Update of Accomplishments Report

28.74 Example of Annual Report for Agency With Population Over 100,000

28.75 Sample NDA Annual Report Population Under 100,000

28.76 Example of Title VI Complaint Log

28.77 Title VI Compliance Review Questionnaire for Local Agencies

_____ Agency
Federally Funded Transportation Program
TITLE VI PLAN

_____ **Agency Commissioners**
_____
_____
_____

_____
Agency Administrator

_____
Public Works Director

**Prepared by: _____**

Grants & Compliance Manager

(Title VI Coordinator)

Office of Budget & Information Services

**Appendix III** Lease/Deed Provisions 18

# Title VI Plan - Large Agency (Population over 100,000)

## *I. Policy Statement, Authorities and Citations*

A. Policy of Nondiscrimination

_____ Agency assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency sponsored program or activity. _____ Agency further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event _____Agency distributes Federal aid funds to another entity, _____ Agency will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for Federal funds. Assurance of compliance, therefore, falls under the proper authority of the Board of Agency Commissioners pursuant to its budgetary authority and responsibility. The AgencyAdministrator and Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

_____ _____

Agency Administrator Date

B. Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

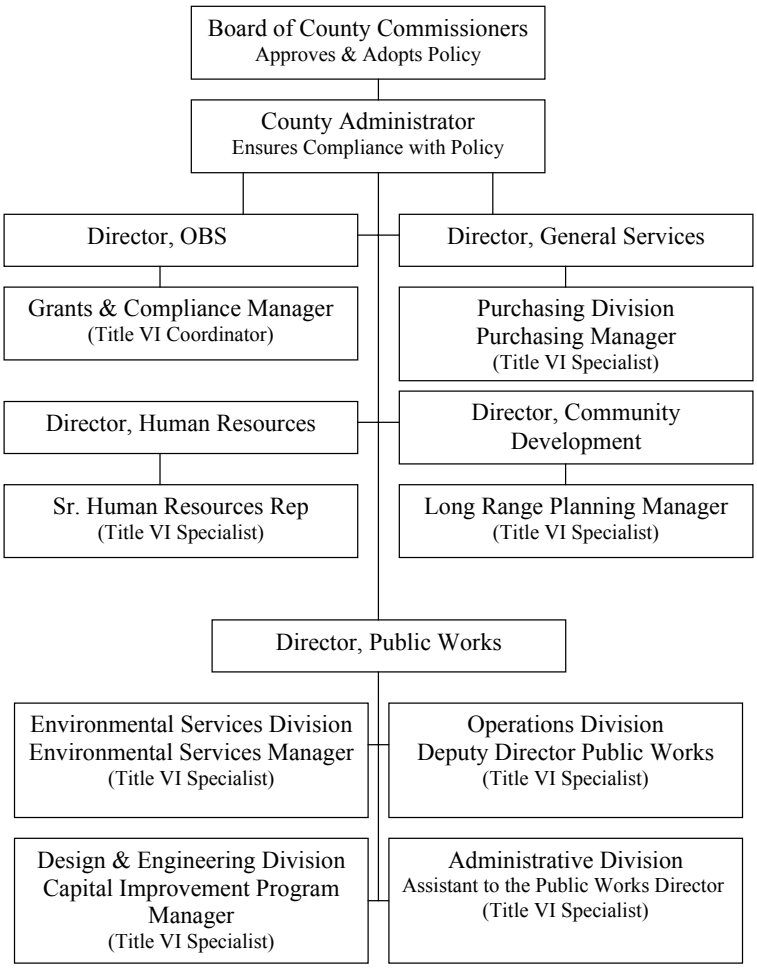
The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

C. Additional Citations

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

## II. Organization, Staffing and Structure

A. Organizational Chart – Reporting Relationships




B. Staffing and Structure

**Agency Administrator**

The Agency Administrator is authorized to ensure compliance with provisions of the Agency's policy of non-discrimination and with the law, including the requirements of 23 CFR Part 200 and 49 CFR Part 21. The Agency's grants compliance function and Title VI coordination shall be performed under the authority of the Agency Administrator.

**Title VI Coordinator**

_____ Agency has created a position of Grants and Compliance Manager to perform the duties of the Title VI Coordinator (Coordinator) and ensure implementation of the Agency's Title VI Federally Funded Transportation Program. The Grants and Compliance Manager has other duties and responsibilities in addition to Title VI. Although the Grants and Compliance Manager reports to the Director of the Office of Budget

and Information Services (OBIS), their direct supervisor, this position shall have an indirect reporting relationship and access to the Agency Administrator.

**Title VI Specialists**

Additionally, the Agency has designated Title VI Specialists (Specialists) in departmental special emphasis program areas. The Specialists, designated below, shall work in concert with the Title VI Coordinator. These key programs or department areas are subject to receiving Federal assistance through grants or other types of transportation related funding, or are responsible for implementing Agency directives and policies to ensure civil rights compliance and equal opportunity. The Specialists will work with the Coordinator to ensure their respective departments and programs comply with Title VI regulations and assurances, meet the objectives of the Title VI Plan, meet Federal and state reporting requirements, and provide adequate training opportunities for applicable staff.

Title VI Specialists will work with the Coordinator to ascertain Title VI compliance by contractors, subcontractors, consultants, suppliers and other sub-recipients under Federally funded projects or programs. Specialists will ensure applicable Title VI provisions and requirements are included in contractual agreements to prime contractors and sub-recipients. Specialists will work with the Coordinator to obtain statistical data on race, color, national origin, handicap/disability, age and sex of participants in, and beneficiaries of Federally funded _____ Agency transportation programs. Each of the Specialists will maintain data relative to their respective special emphasis program area, designated below. The Coordinator shall use the data to complete annual Title VI reports and for other administrative needs.

| | |
|---|---|
| **Public Works** | |
| **Design & Engineering** | Capital Improvement Program Manager |
| **Environmental Services** | Environmental Services Manager |
| **Operations** | Deputy Director Public Works |
| **Administration** | Assistant to the Public Works Director |
| **Community Development** | Long Range Planning Manager |
| **Human Resources** | Senior Human Resources Representatives |
| **General Services** | |
| **Purchasing** | Purchasing Manager |

## III. Title VI Plan Implementation and Program Administration

*Title VI Coordinator's Responsibilities and Program Administration*

As authorized by the Agency Administrator, the Title VI Coordinator is responsible for initiating, monitoring, and ensuring _____ Agency's compliance with Title VI requirements as follows:

A. Program Administration. Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess administrative procedures, staffing, and resources; provide recommendations as required to the Agency Administrator and Director of OBIS.

B. Complaints. Review written Title VI complaints that may be received by _____ Agency following the adopted procedural guidelines (see Section V – Complaint Procedures). Ensure every effort is made to resolve complaints informally at the local or regional level.

C. Data Collection. Review the statistical data gathering process performed by Title VI Specialists periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration. (See Section VII - Special Emphasis Program Areas).

D. Environmental Impact Statements. Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by Public Works (PW) for projects receiving Federal Highway Administration or other Federal assistance.

E. Training Programs. Conduct or facilitate training programs on Title VI issues and regulations for Agency employees; and facilitate Title VI training for appropriate staff, contractors and sub-recipients. A summary of training conducted will be reported in the annual update.

F. Title VI Plan Update. Review and update the _____ Agency Transportation Program, Title VI Plan as needed or required. Present updated plan to the Agency Administrator for approval; submit amended Plan to WSDOT.

G. Annual Accomplishment Report. Prepare an annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year; identify goals and objectives for the upcoming year as required; and submit by October 15.

H. Public Dissemination. Work with Agency staff to develop and disseminate Title VI program information to _____ Agency employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings,

and annual publication of the Agency's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English.

I. Elimination of Discrimination. Work with the Public Works Department, Human Resources, and other Agency offices to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in any Agency processes.

J. Maintain Legislative and Procedural Information. Federal laws, rules and regulations, WSDOT guidelines, the current _____ Agency Title VI Plan, Annual Accomplishment Reports, and other resource information pertaining to the implementation and administration of the Agency's Title VI program will be maintained and updated by the Coordinator. Information will be made available to other Agency departments or the public as requested or required.

## *IV. NHI Education and Title VI Training*

In keeping with adopted _____ Agency policy of nondiscrimination, departmental procedures will be established or followed for Public Works employees to have equal access to applicable educational and training opportunities. Public Works staff will maintain program administration documentation and data necessary for preparation of annual Title VI reports, and will routinely supply the necessary data to the Title VI Coordinator.

A. National Highway Institute (NHI) Education

The Coordinator will be notified when training for the National Highway Institute courses or workshops become available to Agency Public Works employees. The Director of the Department of Public Works will establish policy for the selection of participants interested in taking part in the National Highway Institute Training workshops to ensure that no one is denied participation or subjected to discrimination on the basis of race, color, national origin or sex. A report will be completed and forwarded to the Coordinator upon completion of each educational seminar or course throughout the course of the year, which shall include the name of each participant, their title, division, sex and ethnicity for use in completing the annual Title VI accomplishment report.

B. Title VI Training

The Coordinator is responsible for overall Title VI related training and staff development for Title VI Specialists and other Agency employees.

The Coordinator will organize or conduct a minimum of one internal Title VI training session annually. The Coordinator will organize and facilitate the provision of Title VI training sessions for consultants, contractors, and subcontractors periodically. WSDOT's Office of Equal Opportunity Internal and External Civil Rights Branch and the Contract Compliance Office may be asked to provide applicable training.

C. Selection of Instructors

The Coordinator will collaborate with the Agency's Purchasing Division to ensure Agency policy is followed in the selection of instructors for _____ Agency Public Works training courses/ workshops, and ensure equal opportunity in the selection process for all training contracts. Per adopted policy, the Agency will provide accessibility to Minority/Women/ Disadvantage Business Enterprise consulting and training firms to compete for training contracts.

## V. Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities

A. Overview

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by _____ Agency, as well as to sub-recipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints informally at the Agency and sub-recipient level. The option of informal mediation meeting(s) between the affected parties and a designated mediator may be utilized for resolution.

B. Procedures

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with _____ Agency Human Resources, Public Works or Board of Agency Commissioners. A formal complaint must be filed within 180 calendar days of the alleged occurrence. The Agency will not officially act or respond to complaints made verbally.

2. Upon receiving the written complaint, _____ Agency will determine its jurisdiction, acceptability, need for additional information, and the investigative merit of the complaint. In some situations, the Agency may request the Washington State Department of Transportation

(WSDOT) Office of Equal Opportunity conduct the investigation. In the event WSDOT handles the investigation, they will follow their adopted procedures for investigating discrimination complaints, per their current State Title VI Plan.

3. If the complaint is against a sub-recipient, consultant, or contractor, under contract with the Agency the appropriate division and/or agency shall be notified of the complaint, within 15 calendar days.
4. Once the Agency decides its course of action, the complainant and the respondent will be notified in writing of such determination within five (5) calendar days. The complaint will be logged into the records of the Title VI Coordinator, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
5. In cases where _____ Agency assumes investigation of the complaint, the Agency will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have ten (10) calendar days upon receipt, to furnish the Agency with his/her response to the allegations.
6. Within 60 days of receipt of the complaint, the Coordinator or WSDOT investigator will prepare a written investigative report for the Agency Engineer and Agency Administrator. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
7. The recommendation shall be reviewed by the Prosecuting Attorney's office (PA). The PA may discuss the report and recommendations with the Coordinator and other appropriate departmental staff. The report will be modified as needed and made final for its release to the parties.
8. Once the investigative report becomes final, briefings will be scheduled with each party within 15 days. Both the complainant and the respondent shall receive a copy of the investigative report during the briefings and will be notified of their respective appeal rights.
9. A copy of the complaint and _____ Agency's investigative report will be issue to WSDOT's External Civil Rights Branch (or the appropriate oversight agency) within 60 calendar days of the receipt of the complaint.
10. If the complainant or respondent is not satisfied with the results of the investigation of the alleged discriminatory practice(s) he or she shall be advised of their rights to appeal the agency's decision to WSDOT, U.S. Department of Transportation or U.S. Department of Justice. The complainant has 180 calendar days after the appropriate agency's final resolution to appeal to USDOT. Unless new facts not previously considered come to light, reconsideration of the final determination by the investigating agency will not be available.

11. An annual Log Of Complaints must be maintained by each agency. The Log Of Complaints must contain the following information for each complaint filed:

    - The name and address of the person filing the complaint
    - The date of the complaint
    - The basis of the complaint
    - The disposition of the complaint
    - The status of the complaint

    Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself.

## VI. Subrecipient Review and Remedial Action Procedures

A. Title VI Review of Subrecipients of Federal-Aid Highway Funds. Public Works Specialists and the Coordinator will assist WSDOT to periodically conduct Title VI compliance reviews. Title VI Specialists and Public Works staff will review select recipients of Federal-aid highway or other Federal funds, to ensure adherence to Title VI requirements (see Section VII). The Coordinator and Specialists will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors, and sub-recipients, including Title VI language, provisions, and related requirements, as applicable.

B. Post-Grant Reviews. The Coordinator will collaborate with Specialists and Public Works staff to conduct periodic post grant reviews of select recipients of Federal highway funds or other Federal funds, for roads, sidewalks, bridges, municipal construction, etc. to ensure adherence to Title VI requirements (see Section VII). Appropriate staff will periodically confirm that operational guidelines provided to consultants, contractors and sub-recipients include Title VI language and provisions and related requirements, where applicable.

C. Remedial Action. When irregularities occur in the administration of Federal-aid highway programs at either the Agency or sub-recipient levels, corrective action will be taken to resolve identified Title VI issues. _____ Agency will seek the cooperation of the consultant, contractor or other sub-recipient in correcting deficiencies found during periodic reviews. _____ Agency will provide technical assistance and guidance, upon request, to support voluntarily compliance by the sub-recipient. When conducting Title VI compliance reviews, the Agency will reduce to writing any recommended remedial action agreed upon by the Agency and sub-recipient, and provide a copy of the letter within a period not to exceed 45 days.

Sub-recipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a sub-recipient fails or refuses to voluntarily comply with requirements within the allotted time frame, _____ Agency will submit to WSDOT and FHWA copies of the case file and a recommendation that the sub-recipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ascertain if the sub-recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the sub-recipient refuses to comply, _____ Agency and WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

## *VII. Title VI Implementation Activities in Special Emphasis Program Areas*

A. Planning & Location Activities

1. Planning Process. The Agency Engineer has responsibility for providing long-range planning (through a service agreement with Community Development), program development, and capital programming necessary to provide efficient transportation services to Agency citizens. The Agency Engineer annually updates and coordinates _____ Agency's six-year plan for transportation improvement programs and projects. The update also informs other _____ Agency jurisdictions of the current planning direction for transportation needs. Projects included in the update are the result of evaluation and prioritization of needs in various transportation areas. The evaluation process includes input from various divisions in the department, cities, local jurisdictions and organizations, citizen groups, and private individuals. All six-year plans must be consistent with the adopted Comprehensive Plan approved under the State's Growth Management Act.

2. Authorities. _____ Agency Code; 23 CFR 450; RCW 35.77; RCW 36; RCW 47.06 Statewide Transportation Planning; RCW 47.80 Regional Transportation Planning Organization (RTPO)

3. Public Involvement in Planning Activities & Title VI

   a) Invite participation of a cross section of the populace from social, economic, and ethnic groups in the planning process by disseminating written program information to minority media and ethnic organizations, and providing public service announcements for all local media, when forming citizen advisory committees or planning board, and requesting involvement.

   b) Public Works staff will obtain demographic statistics at applicable community meetings and public hearings involving transportation planning sessions. Data will be gathered through use of a

voluntary self-reporting form which includes race, gender, and national origin. Copies of the completed forms will be provided to Title VI Coordinator after each meeting.

c) To ensure access to public meetings, evening meetings will be conducted in a variety of community buildings throughout the Agency, including those along transit routes, ensure translation services are available if anticipated, and ensure public meetings are held in predominantly minority communities when transportation projects will specifically impact those communities.

B. Consultant Contracts Activities

1. Consultant Contracts Administration. The D&E Division is responsible for recommending consultant firms to the Agency Engineer for final selection, negotiation and award. The Division administers awarded consultant contracts.

2. Authorities. _____ Agency Ordinance 90-81; WSDOT Local Agency Guidelines; 48 CFR 31; 23 CFR 172

3. Consultant Selection Process. Public Works staff will request qualifications from consulting engineering firms specializing in various aspects of civil engineering which may relate to public works projects and the development of construction plans and special provisions for roads and bridges, design work associated with structures, performing environmental studies or preparing NEPA or SEPA documents for public works projects.

   Consultant selection from the certified list maintained by the Purchasing Division adheres to Washington State regulations (RCWs) and is consistent with _____ Agency vendor policies.

4. Title VI Assurances and Provisions

   a) Include applicable Disadvantaged Business Enterprise (DBE) goals in designated projects, and seek to proactively achieve the goal(s).

   b) Include Title VI assurance and provision language in all Federally funded consultant contracts. Periodically review documents and language to ensure compliance with current laws and regulations. Provide a copy of the form of the contract to the Coordinator, and any amendments or updates that may occur over time.

   c) A Public Works Specialist will maintain updated demographic data on the utilization of women-and minority-owned consulting firms. As they occur, a copy of the award letter will be provided to the Coordinator for use in preparing the Annual Update Accomplishment Report.

C. Design & Engineering / Environmental Activities

1. The Public Works Design and Engineering Division is responsible for the Capital Improvement Program (CIP) and environmental permitting for projects. Studies are performed to assess various environmental factors as they relate to the implementation of the Agency's Annual Road Program, including evaluating demographic data.

2. Authorities. _____ Agency Ordinance; Local Agency Guidelines - WSDOT- M36-63; Standard Plans For Road, Bridge and Municipal Construction-WSDOT; APWA - M21-01; Title 23, USC 109(d), 14(a), 217, 315 and 402(a); 23 CFR 1204.4; 23 CFR 771; EO 12898; 49 CFR 1.48(b)(33) and 1.48(c)(2; National Environmental Policy Act of 1969, 42 USC 4321; 40 CFR Part 1500; 49 CFR Part 622; WSDOT EPM M31-1; EO 12898

3. Design /Environmental Review Process and Title VI

   a. Depending on the scope, complexity, and impacts of a project, a National Environmental Policy Act (NEPA), NEPA Categorical Exclusion, NEPA Environmental Assessment, State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non Significance, or NEPA and/or SEPA Environmental Impact Statement will be completed.

   b. Monitor compliance with Title VI requirements in all aspects of conducting Environmental Impact Statements or Assessments. Provide a comprehensive summary of the demographic and environmental data elements to be considered by the EIS/EIA process to the Coordinator; including updated summary lists as applicable. Incorporate into the review process, adequate

   c. Time for the Coordinator to review and comment, as applicable, on the draft EIS/EIA to ensure there are no violations of the Federal Civil Rights Act, as amended, as a result of the Agency's Federal-aid highway activities.

   d. In order to ensure dissemination of information and foster participation from affected populations, the Public Works staff will place public notices in applicable general and minority media; select accessible locations and times for public hearings or meetings, and arrange for translation services as needed; particularly in projects impacting predominantly minority communities. Ensure the public has information pertaining to their rights to call or write the department to view plans and discuss environmental problems.

   e. Public Works staff will obtain demographic data at community meetings and public hearings pertaining to the transportation design phase. Data will be gathered through use of a voluntary

sign-up form which includes race, gender, and national origin. Copies of the voluntary self-reporting forms will be provided to the Coordinator after each meeting.

f. Public Works staff shall provide a copy of the Annual Construction Report to the Title VI Coordinator in or around April of each year. The Coordinator shall work with the Agency GIS Department to generate a map of the Federally funded transportation projects to include demographic data of the neighborhoods effected by the projects.

D. Right-of-way Activities

1. Real Property Services. The Real Property Services Section manages and coordinates the appraisal and acquisition of real property and relocation assistance services for public works projects. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, businesses, farm operations, nonprofit organizations, and property management. The Real Property Services Section is
located in the Design and Engineering Division.

2. Authorities. Right of Way Manual; 23 CFR 130; 49 CFR 24; RCW Chapter 47; WAC 468.100

3. Right-of-way Activities and Title VI

a) Ensure equal opportunity in all aspects of procuring real estate service contracting and appraisal agreements. Follow adopted Agency vendor procurement policies in the acquisition of contracted services.

b) Utilize current OMWBE directories identifying fee appraiser organizations and the Washington State Department of Transportation's list of certified fee appraisers when seeking services. Maintain data on awards to minority and female appraisers, and provide data to the Title VI Coordinator on a quarterly basis.

c) Follow the guidelines in the Right of Way Manual for property acquisition as well as applicable laws and regulations, including Title VI and Section 504.

d) Adhere to departmental policy of apprising affected property owners, tenants, and others involved in right-of-way acquisition of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process. Provide copies of relocation

e) Assistance literature produced by WSDOT and a copy of the _____ Agency Title VI Compliance brochure to all affected parties.

f) Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business. Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate clauses, including Title VI Assurances.

g) Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.

h) Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.

i) Maintain statistical data including race, color, national origin, and sex on all relocatees affected by Federally funded projects, and provide detailed demographic data quarterly to the Title VI Coordinator.

E. Construction and Maintenance Activities

1. Construction Management Section. This section is located in the Design and Engineering Division, and is responsible for administration of all new construction contracts and inspecting bridges. The D&E Division is responsible for oversight and the administration of transportation construction projects, as set forth by policy decisions and supervision of the Agency Engineer.

2. Authorities. Construction Manual M41-01; Maintenance Manual M51-01; Local Agency Guidelines; Standard Specifications for Road, Bridge, and Municipal Construction

3. Maintenance. The Operations Division is responsible for the efficient program for maintaining Agency roads, bridges, and parks/grounds by economically utilizing the resources of contractors, equipment, and materials.

4. Authorities. Maintenance Manual M 51-01; Construction Manual M 41-01; Standard Specifications for Road, Bridge and Municipal Construction Section (M 41-10); Clark Agency Road Standards

5. Construction and Maintenance Activities and Title VI

a) Review all Federally funded projects for application of DBE goals. As appropriate, include DBE provisions in those projects with designated goals. Include Title VI language in bid announcements and applicable construction documents, as stipulated in the Agency's Title VI Policy Statement (p. 2) and Assurances (Addendum 2, p. 14-15) herein.

b) Award construction contracts on the basis of lowest responsive bidder, as well as meeting DBE requirements. Include Title VI language in prime contract award letters to encourage utilization of DBE subcontracts and vendors.

c) Ensure that prime contractors with DBE requirements award contracted work to qualified DBEs which perform commercially useful functions.

d) Monitor all maintenance and construction operations to ensure nondiscrimination throughout all operations.

e) Coordinate the gathering of maintenance and construction information regarding DBE participation for the Annual Title VI Report; and provide to the Coordinator.

## Exhibit 1 - _____ Agency Title VI Notice to the Public

_____ Agency hereby gives public notice that it is the Agency's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which _____ Agency receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with _____ Agency. Any such complaint must be in writing and filed with the _____ Agency Title VI Coordinator within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Human Resources office at no cost to the complainant by calling (xxx) xxx-xxxx.

## Exhibit 2 - _____Agency Title VI Assurances

The Agency of _____ in the State of Washington, (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d--42 USC 2000d--4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance through the Washington State Department of Transportation, including the U.S. Department of Transportation and Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)( 1 ) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.:

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

   _____ Agency in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d---42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, of for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

    THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person whose signature appears below is authorized to sign this Assurance on behalf of the Recipient.

## Exhibit 2A_____, _____ Agency Administrator Date

### *1 – Title VI Assurances For Consultants, Contractors, Subcontractors, Suppliers, and Manufacturers*

*_____ Agency will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of Federal financial assistance:*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations.

   The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

   The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports.

   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by _____ Agency or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to _____ Agency, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

   In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, _____ Agency and the Washington State

Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as _____ Agency or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request _____ Agency enter into such litigation to protect the interests of the Agency and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Exhibit 2B - Granting and Habendum Clauses

*When _____ Agency is the recipient of real property, structures or improvements thereon, or interest therein from the United States, the following clauses shall be included in any and all deeds affecting or recording the transfer of property:*

**GRANTING CLAUSE**

NOW, THEREFORE, _____ Agency, as authorized by law, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d--4) does hereby remise, release, quitclaim, and convey unto _____ Agency all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

**HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto _____ Agency, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on _____ Agency, its successors, and assigns.

_____ Agency, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)1 (2) that _____ Agency, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation - - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

## Exhibit 2C - Lease/Deed Provisions

Upon receipt of Federal financial assistance to construct a facility or part of a facility, the Recipient agrees to included these clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by _____ Agency pursuant to the provisions of Title VI Assurances, item 7:

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the Agency shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

*The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by _____ Agency pursuant to the provisions of Title VI Assurances, item 7.*

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Agency shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

---

1 Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of Civil Rights Act of 1964.

## Washington State Department of Transportation and Name of Recipient Policy Statement

The (Name of Recipient), hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

_____

Signature

_____

Title

_____

Date

## Title VI Program
### *Organization and Staffing*

Pursuant to 23 CFR 200, (Name of Recipient) has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for (Name of Recipient)'s Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## Assurances
### *49 CFR Part 21.7*

The (Name of the Recipient), hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
   - List all major Transportation programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Washington State Department of Transportation (WSDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

### *Implementation Procedures*

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

### *The recipient shall:*

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The civil rights coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/ consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by WSDOT OEO.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

    a) Annual Work Plan

    Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

### *Discrimination Complaint Procedure*

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

   a) The date of alleged act of discrimination; or

   b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

   In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.

5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:

   a) Name, address, and phone number of the complainant.

   b) Name(s) and address(es) of alleged discriminating official(s).

   c) Basis of complaint (i.e., race, color, national origin or sex)

   d) Date of alleged discriminatory act(s).

   e) Date of complaint received by the recipient.

   f) A statement of the complaint.

   g) Other agencies (state, local or Federal) where the complaint has been filed.

   h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contacts for the different Title VI administrative jurisdictions are as follows:

   Washington State Department of Transportation
   Office of Equal Opportunity, Title VI Program
   PO Box 47314
   Olympia, WA 98466
   (360) 705-7098

   Federal Highway Administration
   Washington Division Office
   711 Capitol Way South, Suite 501
   Olympia, WA 98501
   (360) 534-9325

## Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the WSDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**WASHINGTON STATE**
**DEPARTMENT OF TRANSPORTATION:**

_____
Signature

**Director of the Office of Equal Opportunity**
Title

_____
Date

**NAME OF RECIPIENT:**

_____
Signature

_____
Title

_____
Date

## Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

   The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

   The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

   In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall

impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

   The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

## Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

**GRANTING CLAUSE**

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

**HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

## Appendix 3

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21,

Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

1 Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Title VI Annual Update of Accomplishments Report for FY 2003-2004 For The Washington State Department of Transportation

This Report describes _____ 's Title VI activities for the federal fiscal year 2003-2004 (October 1, 2003-September 30, 2004), provides information regarding the _____'s Title VI accomplishments, and describes any changes in Title VI program implementation during the reporting period.

The Title VI Coordinator function has been delegated to the _____ within the Department. Title VI responsibilities pertaining to contract compliance and minority and women's businesses are handled primarily by the Business Development and Contract Compliance Office (BDCC) in the Office of Business Relations and Economic Development (BRED). Both (your agency's divisions) are within the Executive branch of _____'s government. The _____ Title VI Plan has been revised this year. The Plan is available from the Title VI Coordinator upon request.

The ____ continues to provide contract-specific services to the Road Services Division in the _____ Department of Transportation. They are involved in DBE goal setting, pre-contract administration, monitoring, contract compliance reviews and reporting.

_____, is the designated Title VI Coordinator and reports directly to the _____ on Title VI issues. The Office of Civil Rights strives to eliminate discrimination through education, mediation and enforcement that is responsive to the needs of a diverse _____. The ____ __ implements specific programs to eliminate discrimination in employment, housing, public accommodations, contracting and assists _____ government in complying with Title VI and disability access laws.

Last year, ____ developed a new training curriculum for the Special Emphasis Area liaisons and interested others. This year, _____ revised and expanded its Compliance Review Questions. _____ used the questions in compliance review/training meetings with Special Emphasis Area liaisons. _____ also presented its training curriculum with the Environmental unit of the _____ Division. _____ facilitated a session at the AASHTO National Civil Rights Conference and shared its training curriculum with attendees.

## Title VI Annual Update Report for FY 2003-2004 For The Washington State Department of Transportation

The report includes an updated version of Title VI Implementation Plan (Appendix D).

This report is a joint effort between _____ _____ Department of Executive Services/Office of Civil Rights and _____ _____ Department of Transportation/Road Services Division, with assistance provided by the Executive's Office/Business Development and Contract Compliance. We thank all of those who assisted us in gathering the necessary information and in ensuring the accuracy of the report!

Agency Responsible for this Report Sign In This Area.

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_____ _____, through the Office of the Title VI Coordinator of the Office of Civil Rights, Department of Executive Services and the Department of Transportation, Road Services Division, consistent with the requirements of Title VI of the Civil Right Act of 1964, and the Civil Rights Restoration Act of 1987, hereby, formulates and submits its FY 2003 -2004 Title VI Update Report this 29th day of September, 2004.

## Section I Policy Statement

A copy of _____ _____'s Title VI Policy Statement is attached in Appendix E of this report.

## Section II Organization, Staffing And Structure

### *A. Organization*

The Manager of the Office of Civil Rights has responsibility for the overall administration and management of the _____'s Title VI Program. The individual designated as the Title VI Specialist in this Update Report provides assistance in Title VI program implementation by wor_____ to address issues regarding program implementation, compliance monitoring, education and reporting within _____ departments.

The Title VI Coordinator continues to report directly to the _____ ____ ___ Executive on Title VI issues (please refer to the enclosed organizational chart located in this report, Appendix G).

### *B. Staffing*

Table II.B.1. below depicts the name of the Title VI Specialist who reports directly to the Title VI Coordinator and is located in the Office of the Title VI Coordinator.

| Table II.B.1 - Title VI Specialist | | | |
|---|---|---|---|
| Name | Race/Gender | Title | Duties |
| | | | |

### *C. Structure*

Table II.C.1. below shows Title VI Special Emphasis Program Area Liaisons within _____ _____. For this update, program area elements include planning, location, design, environmental services, real estate services (right of way), construction, and education and training. The program area liaisons work directly with the Title VI Specialist in the Office of the Title VI Coordinator. All liaison positions have been filled at this time.

| Table II.C.1- Title VI Special Emphasis Program Area Liaisons | | | |
|---|---|---|---|
| Name | Gender/ Ethnicity | Title | Program |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

****Responsible for identifying training and educational needs for staff within their respective sections/units and for securing the necessary training.**

Staff within the Office of the Title VI Coordinator assists these work groups by providing guidance and instruction on each unit's roles and responsibilities in fully implementing the Title VI provisions as needed.

## Section III Title VI Monitoring And Review Process

### *A. Actions to Promote Internal and External Compliance with Title VI*

_____ _____ utilizes liaisons in the Department of Transportation Road Services Division (Special Emphasis Areas as described above) and throughout all departments in the _____ to assist in assuring compliance with Title VI. As the office of the Title VI Coordinator, _____ provided training to liaisons and others responsible for compliance throughout _____ ___ _____ government. _____ also provided information to the public, including contractors, on _____ _____'s Title VI compliance program.

In 2002, Title VI Coordinators from around the state began to meet twice a year. In FY 2003-2004 they met once in Vancouver and discussed issues raised by WSDOT. They shared common experiences, best practices and challenges in implementing Title VI. This effort will continue. Between meetings the coordinators share information via e-mail.

**Internal**

The Title VI Plan has been updated this year along with the Title VI Update Report. Both were circulated to the Special Emphasis Area Liaisons in the Road Services Division of the _____ Department of Transportation as a part of the update process.

Last year, _____ developed a new training curriculum for the Special Emphasis Area Liaisons and interested others. José Rivera, Title VI Coordinator, Office of Equal Opportunity, Washington Department of Transportation, provided valuable input. The training curriculum covers all Special Emphasis areas, along with environmental justice and serving

persons who have limited English proficiency. The training will help liaisons take preventative measures and actions to address issues of discrimination, when found to exist. The curriculum was circulated to Title VI Coordinators statewide for comment and use.

_____ has pursued opportunities to incorporate Title VI issues in _____ policies and manuals. _____ provided input to the development and completion of a new Project Management and Design Manual by identifying and commenting on areas where Title VI issues may occur in these processes. The Title VI Training curriculum outline is included as a reference to project designers and managers.

In April of 2004 the Title VI Coordinator and _____ division staff provided comments to Kathleen McKinney, WSDOT regarding her development of an Environmental Justice Webpage Pilot. The layout of the webpage was useful and informative.

In May 2004 the Title VI Coordinator met with _____ to discuss recent requirements for the Title VI Update Report from the FHWA/WSDOT. Later, in May _____ and _____ DOT met with Jose Rivera, WSDOT Title VI Specialist, to discuss ways of including Environmental Justice and Limited English Proficiency data into the Title VI Plan and Update Report.

In June 2004 _____ Department of Transportation personnel and ____ ___ staff attended a WSDOT sponsored course: *A Model for Conducting Environmental Justice Analysis.* In part, this course explains Title VI responsibilities associated with environmental justice and receiving federal aid.

In 2004, _____ developed an expanded compliance review questionnaire. In August and September 2004, _____ utilized this questionnaire to conduct reviews and training with special emphasis area liaisons.

In September 2004, _____ presented a separate focused training to staff in Environmental Services, Department of Transportation, concentrating on Environmental Justice, Limited English Proficiency and environmental processes. The training utilized the training curriculum developed last year.

**External**

_____ discussed Title VI compliance at the Regional Contracting Forum in February 2004 co-sponsored by a variety of governments including _____ _____. Additionally, _____'s Title VI Specialist facilitated a workshop at the American Association of Transportation Officials (AASHTO) 2004 National Transportation Civil Rights Conference in San Diego, California in September 2004. The workshop entitled, Effective Team Building with State DOT and Sub-Recipient Partners: Cities and Counties was well received.

### B. Title VI Compliance Reviews During this Report Period

_____ _____ conducted six (6) Title VI Compliance Reviews during the reporting period:

- 5/17/04 – Planning, Public Involvement (Reviewer's Name)
- 7/21/04 – Planning, Design (Reviewer's Name)
- 8/9/04 – Environmental Services (Reviewer's Name)
- 8/26/04 – Real estate services (ROW) – (Reviewer's Name)
- 9/10/04 – Construction and Consulting (Reviewer's Name)
- 9/14/04 – Training (Reviewer's Name)

## Section IV Title VI Complaints During This Report Period

_____ received no complaints involving Department of Transportation Road Services Division in 2003-2004. _____ received two complaints involving the _____ _____ Department of Transportation, Transit Division in 2003-2004.

The two complaints alleged one incident of denial of bus services by the Department of Transportation Transit Division. The complaints alleged discrimination based on race. _____ resolved these cases.

## Section V Accomplishment Report For Each Program Area

The following information describes the location of the major program functions within _____ _____ and identifies accomplishments, applicable operational guidelines, process, and responsibilities of the various sections.

Appendix B lists staff summarized by gender and race for the following Special Emphasis areas: Planning, Design, Construction and Maintenance Services and Environmental.

### A. Planning

The Road Services Division is responsible for developing short and long-range plans that provide efficient transportation services to the citizens of _____ _____.

Division staff coordinates with other government agencies, private groups, and the public to develop comprehensive plans that meet the transportation needs of _____ _____. The Division provides staff and technical assistance to regional transportation groups and serves as KCDOT liaison for planning with the Puget Sound Regional Council.

## *A.1 Number of Consultant Projects for Planning Awarded During this Reporting Period and Dollar Value*

No consultant contracts for planning were awarded during FY 2004.

## *A.2 Efforts Made to Utilize Minority and Female Consultants and Sub-consultants in Federally Assisted Contracts*

It is the policy of _____ _____ to comply with 49 Code of Federal Regulations, Part 26, to ensure that Disadvantaged Businesses, including minorities and women, have an equal opportunity to receive and participate in federally assisted contracts. _____ _____ does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Efforts made to use minority and female consultants during FY 2004 include the following outreach activities:

- **Disadvantaged Business Enterprise (DBE) Goals**. As part of _____ _____'s outreach efforts to use minority and female consultants, when appropriate, proposals include a Disadvantaged Business Enterprise (DBE) goal. Certified DBE firms can encompass small, minority and women-owned firms. As a condition of award, the successful bidder must make good faith efforts to meet this DBE goal. The proposer establishes good faith efforts when it documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate efforts to do so although unsuccessful.

- **Consultants Selection Procedures.** Consultants are selected according to the procedures outlined in the RCW, _____ _____ Codes and Local Agency Guidelines (LAG) Manual procedures for federally assisted projects. _____ _____ encourages all consultant firms that are registered in Washington State to conduct business and who possess the requisite professional license(s) to present their qualifications for highway design projects.

  The _____ _____ Professional and Contract Services Section solicits firms for inclusion on the _____'s Architecture and Engineering, Professional Services, and the Construction Small Works Rosters in accordance with RCW 39.80 and _____ _____ practices. _____ __ _____ places an advertisement in various news media to include the Seattle Times, Seattle Daily Journal of Commerce and various minority newspapers that have existing contracts with the _____. Advertisement is conducted a least twice during a year to encourage consultant firms to apply for placement on the rosters. In addition, _____ _____'s Procurement website contains year-round information on how to apply for the rosters and an application that can be downloaded from the following website address:

_____ _____ complements the annual roster advertisements with continuous outreach efforts conducted by the Business Development and Contract Compliance Section. These activities include an annual Regional Contracting Forum that provides advance information on upcoming public procurements, networking and one-on-one meetings with public procurement officials. _____ _____ provides the leadership and coordination for this annual event. The Business Development and Contract Compliance Section also produces a newsletter that provides a listing of upcoming contracts that is distributed to small, minority and women-owned businesses, The Focus.

- **Public Pre-proposal Meetings**. Other outreach efforts to support the use of minority and female consultants include conducting public pre-proposal meetings to provide information concerning the scope of work and available subcontracting opportunities associated with projects. These meetings are open to all interested parties.

### A.3 Studies Conducted which Provide Data Relative to Minority Persons, Neighborhoods, Income Levels, Physical Environments, and Travel Habits

The _____ will continue to review all proposed projects for their potential to have a disproportionate impact on low-income and minority populations that are subject to additional consideration in accordance with applicable Title VI and Environmental Justice provisions. _____ _____'s unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities. However, some projects, do require such analysis.

### A.4 Hearings Held During the Report Period and Efforts Utilized to Ensure Citizen Participation, Particularly Minorities, and Women—the Number of these Individuals and the Capacity of their Participation

No hearings were conducted in FFY 2004. There were seven (7) community advisory group meetings and one other public meeting conducted.

_____ _____ continues to use the Washington State Department of Transportation (WSDOT) form for collecting data on public hearing and public meeting attendees for Title VI reporting requirements, per Title 23, Code of Federal Regulations, Part 200.9(b)(4). See Appendix ___ for a copy of the form used by _____ _____ at its public meetings. Appendix F summarizes the forms collected during FFY 2004.

## B. Location

_____ _____'s emphasis over the past several years has been the improvement of existing Rights-of-Way and corridors. There has been no activity in the _____'s Location Program. When future corridors are considered, the Location Program will be one of the tools used by the _____ _ to help determine their feasibility.

### *B.1 Number of Complaints Filed*

None during this report period.

### *B.2 Identification of Titles, Ethnicity and Gender of Employees in the Location Program*

Not applicable this reporting period. _____ _____ currently has no staff currently assigned to location duties since there has been no activity in that area.

### *B.3 Number of Environmental Impact Statements Reviewed During the Report Period, Including a Summary of Comments on EIS Where Minority, Handicapped, Elderly, etc. Communities were Adversely Impacted*

None during this report period.

### *B.4 Number of Consultants Contracts Involving Project Development Activities*

None during this report period.

### *B.5 Number of Public Hearings Held During the Report Period Concerning Location of a Project, including How the Hearings Were Advertised and Notification to Minorities*

None during this report period.

### *B.6 Encouragement of Minority Leaders to Provide Suggestions and Ask Questions on Location of Highways*

Not applicable during this report period. No new highways were located during this report period.

### *B.7 Need to Use Bilingual Advertisements, Announcements, Notices, etc. During the Report Period*

None during this report period.

## C. Design

Design activities are performed by two sections of the Road Services Division. The Engineering Services Section designs safe and cost effective roads and bridges, according to all governing laws and regulations, including those that protect the environment. The Traffic Engineering Section designs traffic signalization and interconnect systems, roadway channelization, performs traffic analysis in support of road and bridge projects and is also responsible for the preservation and upkeep of _____ traffic systems. A SEPA review is completed for every project. SEPA checklists are prepared for most projects and Environmental Impact Statements are done for large complex projects if they have a significant impact to the environment, built or natural.

## C.1 Number of Consulting Firms with Design Contracts, including the Number of these Contracts Held by Minority Firms and Women-Owned Firms/ Dollar Value

For FFY 2004, twenty-three consulting firms were engaged in design contracts. For reporting purposes, work order and task order contracts that have multiple awards are considered contracts awarded. The accompanying tables summarize the number of contracts awarded, including work order and task order contracts, and the sum of those contract awards by prime and sub-consultant.

**Table V.C.1.** provides the number of contracts and total dollar value awarded to minority firms and women-owned firms as prime consultants with design contracts.

**Table V.C.1. - Design Contracts-Prime**

| Name of Firm | Certification Status | Ethnicity | # Contracts Awarded (includes work and task orders) | Sum of Contract Awards (rounded to nearest thousand) |
|---|---|---|---|---|
| Name of Firm | WBE | White | 2 | $64,000 |
| Name of Firm | MBE/DBE | Asian | 1 | $23,000 |
| Name of Firm | WBE/DBE | White | 1 | $ 7,000 |

**Table V.C.2.** below contains information on the number of minority firms and women-owned firms who currently have subcontracts, their certification status, ethnicity, and sum of contract awarded dollar value.

| Table V.C.2. – Minority, Women-Owned Firms with Consultant Subcontracts | | | | |
|---|---|---|---|---|
| **Name of Firm** | **Certification Status** | **Ethnicity** | **# Contracts Awarded (includes work and task orders)** | **Sum of Contract Awards (rounded to nearest thousand)** |
| Name of Firm | WBE/DBE | White | 2 | $48,000 |
| Name of Firm | MWBE/DBE | Black | 2 | $17,000 |
| Name of Firm | WBE/DBE | White | 1 | $ 3,000 |
| Name of Firm | WBE | White | 1 | $12,000 |
| Name of Firm | MBE/DBE | Hispanic | 3 | $50,000 |
| Name of Firm | MBE/DBE | Asian | 1 | $27,000 |
| Name of Firm | MBE/DBE | Asian | 1 | $18,000 |
| Name of Firm | MBE/DBE | Asian | 2 | $32,000 |
| Name of Firm | MWBE/DBE | Asian | 1 | $16,000 |
| Name of Firm | MBE/DBE | Asian | 1 | $ 2,000 |
| Name of Firm | MBE/DBE | Asian | 2 | $57,000 |
| Name of Firm | WBE/DBE | White | 3 | $23,000 |
| Name of Firm | WBE/DBE | White | 1 | $18,000 |
| Name of Firm | MWBE/DBE | Asian | 1 | $18,000 |
| Name of Firm | MWBE/DBE | Asian | 1 | $18,000 |
| Name of Firm | WBE/DBE | White | 1 | $17,000 |
| Name of Firm | WBE/DBE | White | 2 | $15,000 |
| Name of Firm | MBE/DBE | Hispanic | 1 | $14,000 |
| Name of Firm | WBE/DBE | White | 1 | $42,000 |
| Name of Firm | MBE/DBE | Asian | 2 | $18,000 |

### *C.2. Efforts to Increase Minority and Female Participation in Obtaining Consultant Contracts*

- **Procurement Information System**. _____ _____'s Procurement Information System, through the Department of Transportation, _____ Services Division requests Letters of Interest, Statement of Qualifications

and Proposals from all firms qualified and interested in providing professional services for contracts awarded by the _____. _____ __ _____ posts information on current Requests for Proposals on its Internet Website. Proposals identify the types of sub consulting opportunities that may be available on the project for informational purposes.

- **Advertisement in local papers and _____ _____ Procurement Website.** _____ _____ advertises Requests for Proposals for consulting services in local papers and on its Procurement Website. The scope, size and duration of these contracts vary in size to promote diversity in the number and size of firms competing for these awards. Some contracts are for complete design services on a single project. Others may be for environmental reviews, traffic analysis, mediators or a wide range of professional services. _____ _____ solicits some small A&E contracts (under $150K) from Consultants using its A & E Roster.

- **Advance Information on Upcoming Contract Opportunities.** During Federal Fiscal Year 2004, _____ _____'s efforts to use minority and female consultants included providing advance information on upcoming contract opportunities to DBE's to include small, minority and women-owned businesses.

  _____ _____ also provided the leadership for a Regional Contracting Forum held in February, 2004 with sponsorship from several local agencies and the State of Washington Office of Minority and Women's Business Enterprises. Outreach efforts for this event targeted small businesses, including minority and women-owned businesses in all contracting categories. The event provided a forum for networking between large and small firms, and provided information on public contract opportunities totaling greater than $800 million. The Forum provided access to public procurement officials for participants seeking contracts. More than 700 business representatives attended the Forum and several public agencies shared information on economic opportunities with their organizations.

- **Newsletter Distribution**. During FY 2004, _____ _____ produced, distributed 1,500 copies and targeted mailings of its newsletter, The Focus, to small businesses, including minority and female consulting firms in its market area.

- **Grassroots Level Outreach Efforts.** During FY 2004, _____ _____ _ supplemented its outreach to include a grassroots level approach to meet one-on-one with small economically disadvantaged businesses, including minority and women-owned businesses. These efforts include informing and helping these firms to take advantage of economic development initiatives underway. These outreach efforts support other existing activities to identify small businesses and provide incentives for prime contractors and proposers to use of these firms in _____ contracting opportunities.

- **Office of Business Relations & Economic Development.** _____ _____'s Office of Business Relations & Economic Development is a catalyst in the _____ and Central Puget Sound region for economic development. One objective of the office is the development of small businesses that includes collaboration among colleges, cities, chambers of commerce, and the business community and government economic development agencies. The office has two primary goals: to retain, expand and grow economically viable businesses in the Puget Sound Region and to nurture a well-trained workforce to support those businesses.
- **Collaboration with other Local Governments**. _____ _____ provides the leadership for a regional partnership group that includes the (Other Local groups working on transportation issues) . Monthly meetings serve to address, identify and implement strategies to promote and encourage the broader inclusion of small disadvantaged businesses, including minority and women-owned businesses in the contracting opportunities of these agencies. Meetings facilitate collaboration and information sharing among group members.

### *C.3 Public Hearings Held During the Design Phase of any Highway*

No public hearings were conducted in FFY 2004; however _____ _____ did conduct public outreach for projects and pre-proposal meetings for consultant contracts.

_____ _____ conducted a number of public meetings during FFY 2004. The _____ widely distributes advance information to every household and business in the project area notifying them of the meeting. During FFY 2004, there were seven (7) community advisory group meetings, and one project public meeting conducted.

Pre-proposal meetings open to the public are held to benefit prospective proposers for design contracts. The proposal requirements are explained and project information is presented. In addition these meetings afford networking opportunities for D/M/WBE firms to build teaming relationships. Minority, women, and disadvantaged businesses are active participants in these meetings. A _____ _____ Business Development Specialist attends many of these meetings to discuss any D/M/WBE or Civil Rights requirements and to answer questions. During FY 2004, no pre-proposal meetings were held for design contracts.

### *C.4 Employees in the Design Program Area, including Ethnicity and Sex, including Efforts to Increase Minority and Female Representation Where Low*

See Appendix B for information on employees.

_____ _____ uses various recruitment approaches to identify minorities and women in the Design Program area. These include advertisements in regional and local publications, contacts with state, _____ and city agencies and professional associations, i.e., American Society of Civil Engineers

(ASCE), Society of Women Engineers (SWE), American Public Works Association (APWA), National Society of Black Engineers (NASB), American Indian Science and Engineering Society, Society of Hispanic Professional Engineers (SHPE) Association of Filipino Engineers of Washington (AFEW) and _____ Road Administration Board (CRAB).

During this report period, recruitment staff in the Design area actively participated in the following job fairs and forums: ANEW (Apprenticeship for Nontraditional Employment for Women) Women in Trades Fair, and Professional and Technical Diversity Network.

### *C.5 Complaints Filed in the Design Program Area*

None during this report period.

### *C.6 Significant Problem Areas, Accomplishments, and Actions to Take During the Ensuing Year.*

No significant problem areas were identified during this report period.

## D. Environmental Unit

The Environmental Unit of the Road Services Division, Engineering Services Section, works to ensure the promotion of environmental integrity in the design, construction and maintenance of transportation systems that serve the needs of the _____'s various communities. This section responds to the requirements of the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA) to ensure that projects undertaken by _____ _____ meet these provisions, as required by Washington State and the Federal Government.

_____ _____'s unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities.

During FFY 2004, the _____'s Road Services Division, Engineering Services Section conducted seven (7) NEPA and thirty (30) SEPA environmental reviews. The completed environmental reviews did not identify impacts to minority or economically disadvantaged communities. As we reported previously, Title VI/Environmental Justice issues have been a significant aspect of the EIS that is currently being prepared for the _____ ____ Bridge project. The _____ Bridge Project EIS was initiated in February 20__ and there have been ongoing efforts to address and comply with Title VI/Environmental Justice considerations from the outset. During FYE 2003 staff from _____ _____ and WSDOT completed the technical studies pertaining to socio-economic impacts and Title VI/Environmental Justice considerations. The results from those studies have been incorporated into the draft review versions of the Draft EIS. Those initial drafts have been revised to clarify Title VI/Environmental Justice information and address

specific comments from WSDOT. Following its approval by WSDOT and FHWA, _____ _____ anticipates issuing the Draft EIS in 2005.

See Appendix C for the list of names for each project that was subject to an environmental review during FY 2004. A copy of the SEPA exemption determination and determination of non-significance is included for each project.

## E. Real Estate Services (Right of Way)

_____ _____'s Department of Executive Services, Facilities Management Division, Real Estate Services Section manages and coordinates the appraisal and acquisition of real property for the _____'s Department of Transportation, Road Services Division. This section's scope of responsibilities also includes the management of excess properties and relocation services.

The property acquisition process follows the WSDOT Right of Way Manual and all applicable laws and regulations, including Title VI and Section 504. The acquisition process includes appraisal of property, negotiation of terms and conditions for acquisition, and relocation assistance, as well as property management.

### *E.1 Civil Rights Complaints in the following Real Estate Services (Right of Way) Areas:*

**E.1.a. Appraisals – None during this report period.**

**E.1.b. Negotiations – None during this report period.**

**E.1.c. Relocation Assistance and Payments – None during this report period.**

**E.1.d. Property Management – None during this report period.**

### *E.2 Number of Appraisers Utilized During the Reporting Period*

During FFY 2004, four appraisers were utilized, two females, two males and no minorities. The appraisers are _____ _____ employees. Decisions to obtain new appraisers are based on need and vacancies. There are no vacancies at this time. There were no contracts for appraisers during this reporting period.

### *E.3 Number of Negotiations During the Report Period and Disparity in Contract Negotiations between Minorities and Non-minorities*

There were 80 negotiations during this report period. No disparity in contract negotiations was noted.

### E.4 Concerns Raised by Minorities or Women Regarding their Options in the Negotiation Phase

None during this report period. Reported concerns are directed to the Property Services Acquisition Supervisor for resolution. Concerns reported to the _____ Executive or _____ Council are directed to the Facilities Management Director or Property Services Manager, and then assigned to the Acquisition Supervisor for resolution with the complainant. Correspondence and outcomes are documented in the specific property file and the project general file.

### E.5 Number of Relocations During the Report Period

There were no relocations during FFY 2004.

### E.6 Concerns Raised by Minorities or Women on Replacement Housing, Referral Housing and Advisory Services

None.

### E.7 Opportunities for Minorities and Women to Obtain Contracts Awarded for Providing Relocation Assistance

In-house relocation assistance services are conducted according to the rules guidelines of the federal Uniform Relocation Act (CFR24), RCW 8.26, and the WSDOT relocation manual and LAG agreement. Staff attend project open houses to present relocation services and benefits, and later meet individually with affected relocatees to negotiate and finalize benefit awards.

## F. Construction and Maintenance Services

The Construction Services Group provides guidance and oversight for the administration of transportation construction projects. The _____'s Road Maintenance Operations Section is responsible for the preservation and upkeep of _____ roads and bridges.

### F.1 Civil Right Complaints Involving Competitive Bidding Procedures

There were no complaints involving competitive bidding procedures during the reporting period.

### F.2 Summary of Efforts Made by the Title VI Coordinator to Encourage the Use of Minority Individuals, Firms or Agencies to Obtain Maintenance Agreements or Contracts

Contract Specialists located in the Business Development and Contract Compliance Section review the scope of work for all advertised solicitations on a contract-by-contract basis. These reviews identify potential subcontracting opportunities to breakdown scopes of the work for the participation of smaller firms. Outcomes of these reviews include the establishment of goals, when applicable, for the participation of Disadvantaged Business Enterprises, including minority and women-owned firms.

For advertised procurements, _____ Project Managers complete and submit a Subcontracting/Apprenticeship Availability Analysis Worksheet to the Business Development and Contract Compliance Section. The advertisement identifies the specific scopes of work that are available as subcontracting opportunities. The Title VI requirements are included in the bid/proposal specifications as FHWA form 1273. This form identifies and defines the Title VI requirements which are made a part of the contract documents. The specifications include a requirement for these provisions to be made a part of all lower tier subcontracts entered into by the successful contractor.

### *F.3 Procedures Reviewed to Assure Subcontract Agreements, First and Second Tier, Material Supply and Equipment Lease Agreements During the Report Period*

Staff in the Business Development and Contract Compliance Section work with _____ Departments throughout the life of the project, beginning with the construction planning phase through physical completion, the final contract closeout, and final release of retainage to the contractor.

Title VI requirements are included in all contract documents, including all lower tier contracts, amendments and supplements entered into by the contractor. The nondiscrimination/affirmative action language in _____ contracting documents is identical to WSDOT General Special Provisions 1-07.11 (1050.2 language).

After contract execution, the contractor is responsible for reporting requirements outlined in the contract, including all affirmative action and non-discrimination submittals for its subcontractors in accordance with _____ _____ Code.

During performance of the contract, neither the contractor nor any party subcontracting under the authority of the contract is permitted to discriminate or tolerate harassment in employment, administration, delivery of services or any other benefits under the Contract. _____ _____ Code Chapters 12.16 and 12.17 are incorporated by reference into the contract terms and conditions. _____ _____ will not execute any contract without prior receipt of the non-discrimination or affirmative action documents specified in the contract terms and conditions.

_____ _____ performs on-site compliance reviews to establish with reasonable certainty contractors' compliance with Affirmative Action requirements, as required by federal, state, and local laws.

At contract end, contractors must submit to the _____ a copy of the Affidavit of Wages Paid Form for each subcontractor that performed work on the contract. The Washington State Department of Labor and Industries approves this form. Staff within the Business Development and Contract Compliance Section receives the Final Affidavit of Amounts and approves the final payment to the contractor after verification that the contractor has fulfilled its reporting requirements.

### F.4 Significant Accomplishments and/or Action Items for the Ensuing Year

Continue monitoring disadvantaged, minority, women, and small business participation in _____ Road construction contracting.

## G. Education and Training

### G.1 During the Reporting Period, Efforts Made to Encourage Participation by Minorities and Women in the NHI's Educational Program

All staff is encouraged to participate in educational and training programs relating to their jobs. Training announcements are mailed to _____ departments and are distributed accordingly and maintained in a training notebook or on a shared drive for ready employee access. In addition, staff members who have information on training, or who receive information from vendor training mailing lists, can submit this information to the training coordinators for each section within the Road Services Division and they distribute accordingly. The _____ advertises NHI classes to all relevant staff. Staff are encouraged to participate in courses offered by WSDOT, National Highway Institute, and other agencies. Historically, all staff who indicate a desire to attend are approved for training.

### G.2 Types of NHI Sponsored Programs and Number of _____ Participants, Including Minorities and Women

During 2004, there were no NHI sponsored or co-sponsored programs that Road Services Division employees participated in or attended. A number of employees attended WSDOT sponsored training, unrelated to Title VI. Information regarding attendees is available upon request.

In June 2004, Jim Sussex, _____ _____ Department of Transportation Road Services Division, and Maurice Alexander, _____ _____ Office of Civil Rights, attended a WSDOT sponsored course: *A Model for Conducting Environmental Justice Analysis*. In part, this course explained Title VI responsibilities associated with environmental justice and receiving federal aid.

### G.3 Identify Staff Responsible for Training by Job Title, Ethnicity and Gender

Staff within _____ _____'s Office of Civil Rights (_____) provides guidance to departments on their responsibilities and reporting requirements for Title VI.

**Table V.G.1** below shows _____ staff responsible for Title VI training to departments by job title, ethnicity, and gender.

**TABLE V.G.1**
**Title VI Training Staff within the Office of the Title VI Coordinator**

| Name | Job Title | Ethnicity | Gender |
|---|---|---|---|
| de longh, Bailey | Title VI Coordinator | Caucasian | Female |
| Alexander, Maurice | Civil Rights Specialist | African American | Male |

### *G.4 Civil Rights Complaints Filed Concerning Training and Educational Opportunities and any Corrective Actions Taken*

No complaints were filed during this reporting period.

## H. Administration

### *H.1. List of Employees by Ethnicity and Gender in each of the Title VI Program Areas.*

Please refer Appendix B for a summarization of the ethnicity and gender of employees in the respective program areas.

### *H.2 Summarize all Activities Undertaken During the Reporting Period which Provide for Assurances of Title VI Compliance with Contractors, and by Contractors (i.e. are Title VI compliance included in all contracts and consultant agreements; were reviews made to ensure contractors and consultants are adhering to Title VI requirements; are contractors and/or consultants appraised of Title VI implications and issues, etc.)?*

The following is a summary of activities undertaken during the reporting period that provide for assurances of Title VI compliance with contractors, and by contractors.

- ***Title VI Training***

  _____ _____'s Office of the Title VI Coordinator has developed and presented training for _____ _____ staff so they are aware of Title VI requirements. See section H.3. below.

- ***Dissemination of _____ _____'s Title VI Policy Statement***

  _____ _____'s Title VI Policy Statement is included in a post award packet of informational materials that the Business Development and Contract Compliance Office send to the _____'s prime contractors. The post award packet includes information on the _____'s reporting requirements and is sent to all prime contractors for each contract that has been publicly bid and advertised.

❖ ***__Title VI Provisions in all _____ _____ Federally Funded Contracts***

All federally funded contracts administered by _____ _____ contain Title VI provisions (FHWA form 1273).

❖ ***Analysis Worksheet Reviews for All Advertised Construction Bids and Proposals***

Contract Compliance Specialists located in the Business Development and Contract Compliance Office receive and review Subcontracting/ Apprenticeship Availability Analysis Worksheets for projects advertised for construction bids. The worksheet identifies the specific scopes of work, if any, which may be available for performance by subcontractors. Specifications (FHWA form 1273) defining Title VI requirements are included in the contract documents with a requirement that these provisions be included in all amendments, supplements and lower tier contracts entered into by the contractor. (Contract documents also include GSP 01-07.11 language relating to the Requirements for Non-discrimination.) Goals are established for the participation of Disadvantaged Business Enterprises, where applicable.

❖ ***Public Pre-proposal Meetings***

No public pre-proposal meetings were held during this reporting period. A _____ _____ Business Development Specialist may attend these meetings to discuss any D/M/WBE or Civil Rights requirements and to answer any questions, including any about Title VI requirements.

❖ ***Inclusion of Goals on Federally-Assisted Contracts***

Staff in the Business Development and Contract Compliance Office review federally assisted contracts for DBE goals.

❖ ***Non-discrimination Provisions in Contracts***

All _____ contracts, including federally assisted contracts, contain non-discrimination provisions to ensure and heighten awareness that _____ _____ will not tolerate discriminatory practices.

## *H. 3 Title VI Training During the Period*

**Table V.H.3**. lists the FFY 2004 Title VI training/meetings and attendees

| Table V. H.3. Title VI Trainings/Meetings | | |
|---|---|---|
| **Date** | **Type of Training** | **Audience** |
| 2/18/04 | Title VI – Sound Transit Regional Contracting Forum | Regional governments, contractors and vendors |
| 5/17/04 | Title VI – FHWA/WSDOT | Caroline McShane, Betty Gulledge-Bennett, Bailey de Iongh, Maurice Alexander |
| 7/21/04 | Title VI Training/Compliance Review - Planning, Design | Mark Melroy, Bailey de Iongh, Maurice Alexander |
| 8/9/04 | Title VI Training/ Compliance Review – Environmental | Wally Archuleta, Bailey de Iongh, Maurice Alexander |
| 8/26/04 | Title VI Training/Compliance Review – Real Estate Services (ROW) | Harold McNelly, Bailey de Iongh, Maurice Alexander |
| 9/1/04 | Title VI Training/Compliance Review - Environmental Justice, Limited English Proficiency | Ronda Strauch, Wally Archuleta, Gail Sullivan, Karen Webster, Jennifer Naas, Ron Melnikoff, Katherine Merrill, Manuela Winter, Tina Morehead |
| 9/7/04 | Title VI – Effective Team Building AASHTO | National civil rights practitioners involved in DOT work |
| 9/10/04 | Title VI - Training/Compliance Review Construction, Consult | Jim Eagan, Lance Hulin, Matt Nolan |
| 9/14/04 | Title VI - Training/ Compliance Review | Mike Mendoza, Bill Blackburn, Sue Ziegman, Elvira Iwatani, Alan Momohara, Jay Osborne, Chuck Davis |

# APPENDICES

## *APPENDIX A*

### Form – Title VI Compliance Statement for use in public meetings/hearings Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires _____ _____ to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. _____ _____ collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

_____ _____ wishes to clarify that this information gathering process is completely voluntary and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file in _____ _____ Department of Transportation. For further information regarding this process, please contact the Title VI Coordinator by phone at 206-296-7592 or e-mail at _____@ metrokc.gov.

Please respond to the following questions:

| Project name: | Date: |
|---|---|
| Meeting location: | |

| Name (please print): | | Gender:<br>☐ Male ☐ Female |
|---|---|---|
| General ethnic identification categories (check one): | | |
| ☐ Caucasian | ☐ Hispanic American | ☐ American Indian/Alaskan Native |
| ☐ African American | ☐ Asian/Pacific Islander | Other _____ |
| Color: | | National Origin: |

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation!

## Appendix B

The following table summarizes staff gender and race by the respective program areas.

| Special Emphasis Area | Race | Gender | |
|---|---|---|---|
| | | Female | Male |
| Design | Asian | 15 | 17 |
| | Black | 3 | 1 |
| | Caucasian | 13 | 42 |
| | Filipino | 1 | 2 |
| | Hispanic | 2 | 2 |
| | Other | 1 | |
| Design Total | | 35 | 64 |
| Environmental Services Unit | Black | 2 | |
| | Caucasian | 9 | 5 |
| | Hispanic | | 1 |
| Environmental Services Unit Total | | 11 | 6 |
| Planning | Asian | 2 | 5 |
| | Black | | 1 |
| | Caucasian | 6 | 10 |
| Planning Total | | 8 | 16 |
| Construction & Maintenance Services | Asian | 2 | 6 |
| | Black | | 2 |
| | Caucasian | 6 | 12 |
| Construction & Maintenance Services Total | | 8 | 20 |
| Grand Total | | 62 | 106 |

## Appendix C:

### STATE ENVIRONMENTAL PROJECT ASSESSMENTS (SEPA) EXEMPTION DETERMINATIONS AND DETERMINATIONS OF NON-SIGNIFICANCE

| Project Number | Project Name | NEPA/SEPA Type* |
|---|---|---|
| XXYY | Project Name | SCE |
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***Type: NCE=NEPA Categorical Exclusion; EA=Environmental Assessment; NEIS=NEPA Environmental Impact Statement; SCE=SEPA Categorical Exemption; ECL=Environmental Checklist; SEIS=SEPA Environmental Impact Statement**

## Appendix D:

### _____ _____ TITLE VI IMPLEMENTATION PLAN
### Revised September 2004

1. **Internal Dissemination**
   **Goal:** To complete internal dissemination of _____ _____'s revised Title VI Plan and FFY 2004 Title VI Update Report before December 1, 2004.

   _____ _____'s Title VI Coordinator has distributed copies of its original Title VI Plan and assurances to _____ departments, _____ ___ _____ Council, _____ _____ Civil Rights Commission, Department of Transportation Division Managers and the Office of the Prosecuting Attorney. Such distribution occurred on or before December 2000. The updated Plan dated September 2002 was disseminated in December 2002. The Plan as revised in 2004, along with the FFY 2004 Title VI Update Report will be circulated by December 1, 2004.

   The Title VI Specialist and Special Emphasis Area Liaisons (as defined in the plan) received copies of the original plan and will receive copies of the updates promptly for incorporation into operational manuals, guidelines, and procedures.

2. **External Dissemination**
   **Goal**: Public notification of _____ _____'s Title VI Plan will be on going.

   A. _____ _____ will publicize _____ _____'s policy statement, as included in the Title VI Plan, in local minority and community-based newspapers. The _____'s Title VI Plan will be made available to the public upon request. Additionally, the _____ _____ Title VI Policy Statement and Complaint procedure may be found on the internet at http://www.metrokc.gov/dias/_____e/titlevi.htm.

   B. The _____ will continue to distribute copies of the Title VI Plan to contractor organizations upon request. Additionally, the _____ will make copies of the plan available to all prime contractors, subcontractors, consultants and suppliers currently participating on _____ _____ public works projects receiving federal financial aid upon request. The _____ will also make copies available to other firms providing goods and services to _____ _____ upon their request.

   C. The _____ will include the appropriate Title VI nondiscrimination language and any implementing requirements FHWA may issue in all solicitations for competitive bidding or negotiated procurements with federal aid for construction, professional services and purchase of materials or equipment.

3. **Training**
**Goal:** To ensure that _____ employees involved in the project management and the contracting practice are knowledgeable on potential Title VI issues (ongoing).

A. Title VI Specialists and Liaisons are strongly encouraged to participate in training programs and workshops offered through Washington State Department of Transportation and others. Additionally, the Title VI Coordinator, in communicating with the Title VI Liaisons and Specialists, informs _____ employees of any new training opportunities upon notification from other external agencies.

B. Additionally, _____ Staff in conjunction with staff in the _____ Department of Transportation, Road Division, will continue to develop new training for _____ staff.

C. The _____'s Title VI Coordinator shall oversee training to include staff involved in _____ _____'s contracting processes. The Title VI Specialist will conduct the training. Training will occur throughout the year and will be specific to the Road Services and Contracting Divisions of _____ _____ initially. This training will include information on:

- The role of _____ as the Title VI Coordinating agency
- Technical Assistance on Title VI matters
- Title VI reviews of program areas
- Procedures for the prompt processing of complaints of discrimination
- The necessity of updating the Title VI Plan to reflect organizational policy or implementation changes

The _____'s Title VI Coordinator will request Department Directors and Managers to inform employees of new training opportunities upon notification from the Coordinator's office. Such opportunities may include courses offered by WSDOT, as well as from other outside agencies.

D. The _____ will provide a training schedule to the Washington State Department of Transportation's Office of Equal Opportunity Title VI Coordinator.

E. The _____'s Title VI Coordinator shall maintain information gathered from training records for inclusion in annual report updates.

4. **Information Collection for Annual Updates**
**Goal:** To establish and implement processes and procedures for collection of information required for inclusion in annual update report.

A. The Title VI Specialist and Liaisons will assist the Title VI Coordinator in gathering and maintaining information on specific program areas and affected _____ departments.

B. _____ will work with Liaisons and a designated Data Coordinator to collect and report on the information required by WSDOT for the Title VI Annual Update.

C. Information for reports will be obtained from sources such as on-site compliance reviews (internal and external), checklists, review guides, questionnaires, public meeting sign in sheets, personnel inventory and employment utilization forms and inquires from the public. The Office of the Title VI Coordinator will compile this information for inclusion in the annual update reports as required.

5. **Complaint Resolution**
**Goal:** To ensure that complaints are resolved in a professional and timely manner.

The _____'s Title VI Coordinator will investigate all complaints of Title VI violations as appropriate. The _____ will use procedures outlined in the Title VI Plan to investigate such complaints. The objective of the investigation will be to determine whether prohibited discrimination has occurred or could occur, and to take steps to remedy the situation. To accomplish this, the Title VI Coordinator shall coordinate the following:

A. Identification of the basis for the complaint;

B. Identification of sources of information;

C. Fact finding interviews with aggrieved persons, witnesses and the alleged violator;

D. Development of a statement of finding-of-facts and information relevant to the issue/basis for the complaint;

E. Informal dispute resolution;

F. Report of findings in a manner that includes a conclusion and determination of future actions to take; and

G. Provision for possible appeal of the decision to the FHWA.

The _____'s Title VI Coordinator will consult with WSDOT before commencing investigations to determine which agency should properly investigate.

6. **Annual Title VI Update Report**
**Goal:** To provide detailed information on activities performed in implementing _____ _____'s Title VI Plan and to document accomplishments.

The Annual Title VI Update Report will include detailed information regarding the implementation activities related to _____ _____'s Title VI Plan and the _____'s accomplishments. Specific areas that will be covered in the Annual Report include, but may not be limited to the following:

A. Organization and Staff Profile

B. Title VI Monitoring and Review Process

C. Complaints and Investigations

D. Special Emphasis Program Area Activities and Accomplishments

E. Title VI Administration

F. Training

G. Accomplishments Report for Current Year

## Appendix E:

### _____ _____ Title VI Policy Statement

_____ _____ assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation.

_____ _____ further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event _____ _____ distributes federal aid funds to another governmental entity or other sub-recipient, _____ _____ will include Title VI language in all written agreements and will monitor for compliance.

_____ _____'s Office of the Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other _____ _____ responsibilities as required by 23 CFR 200 and 49 CFR 21.

_____ _____
Date

_____ Executive

## Appendix F

### TITLE VI FORMS

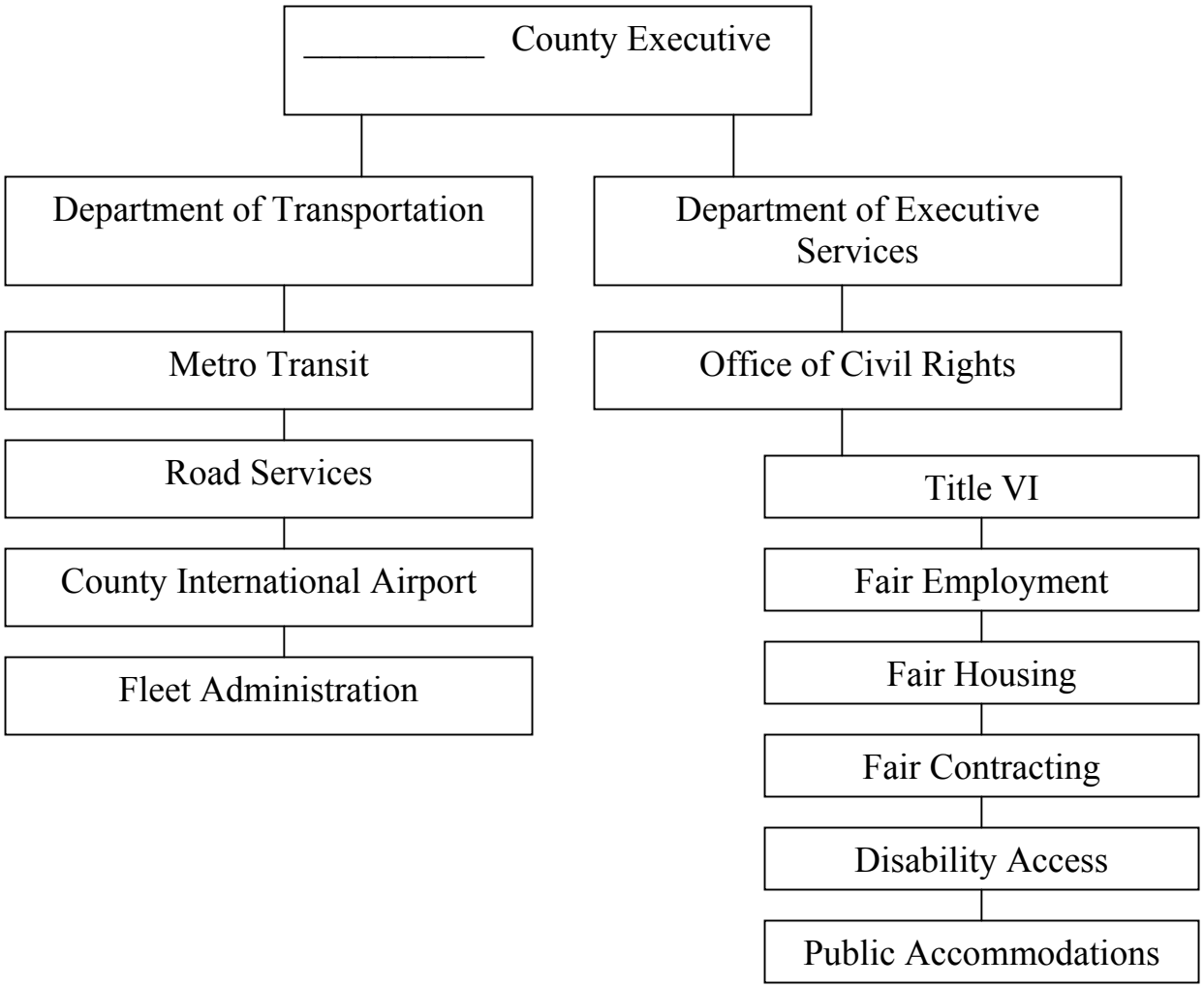
_____ _____ provides Title VI forms to participants at public meetings (See Appendix A). In 2004 two forms were completed and turned in by participants.

Title VI Public Involvement forms were made available at the _____ Bridge EIS Community Advisory Group meetings on __/__/2004 at the Elementary School Library, and two forms were submitted.

These forms are kept on file in the Department of Transportation and in the Office of the Title VI Coordinator.

## Appendix G

### *Organizational Chart*



## Section I Policy Statement

A copy of _____ Title VI Policy Statement is attached in Appendix __ of this report.

## Section II Organization, Staffing And Structure

### A. Organization

Outline your organization and how it works with your Title VI Policy.

### B. Staffing

Describe your agency staff and how they interact in the program.

### C. Structure

Describe the Structure of your program, the following is an example only. Your agency may have a different approach.

**Table II.C.1.** below shows Title VI Special Emphasis Program Area Liaisons within XYZ Agency. For this update, program area elements include planning, location, design, environmental services, real estate services (right of way), construction, and education and training. The program area liaisons work directly with the Title VI Specialist in the Office of the Title VI Coordinator. All liaison positions have been filled at this time.

**Table II.C.1 – Title VI Special Emphasis Program Area Liaisons**

| Name | Gender/ Ethnicity | Title | Program |
|---|---|---|---|
| John Smith | Male/Caucasian (example only) | Managing Engineer | Engineering/Planning/ Design and Construction |
| Mary Ramirez | Female/Hispanic (example) | Project/Program Manager III | Education/Training for Construction |
| | | Program Analyst IV | Education/ Training for Administration |
| | | Program Analyst IV | Education/ Training for Maintenance |
| | | Project/Program Manager III | Education/Training for Construction |
| | | Program Analyst IV | Education/ Training for Administration |

## Section III Title Vi Monitoring And Review Process

### A. Actions to Promote Internal and External Compliance with Title VI

List actions, meetings, scheduled events, etc that help your agency promote both internal and external compliance with Title VI program.

**Internal**

In detail explain your agency's activities and interaction within your organization in this area.

**External**

Detailed explanation of your agency's activities outside the agency that promote your Title VI program.

### B. Title VI Compliance Reviews During this Report Period

- List and bullet reviews conducted during the past year, name the reviewers and dates of the reviews.

## Section IV Title Vi Complaints During This Report Period

Either:

"Received no complaints against the (Agency Name and Division) in the fiscal year 2003-2004."

OR something like:

"The two complaints alleged one incident of denial of bus services by the (Agency Name and Division). The complaints alleged discrimination based on race. (Agency Name) resolved these cases.

## Section V Accomplishment Report For Each Program Area

The following information describes the location of the major program functions within (Your Agency Name) and identifies accomplishments, applicable operational guidelines, process, and responsibilities of the various sections.

Appendix __ lists staff summarized by gender and race for the following Special Emphasis areas: Planning, Design, Construction and Maintenance Services and Environmental.

### A. Planning

Example:

The Road Services Division is responsible for developing short and long-range plans that provide efficient transportation services to the citizens of (Agency Name).

Division staff coordinates with other government agencies, private groups, and the public to develop comprehensive plans that meet the transportation needs of (Agency Name). The Division provides staff and technical assistance to regional transportation groups and serves as liaison for planning with the Puget Sound Regional Council.

### *A.1 Number of Consultant Projects for Planning Awarded During this Reporting Period and Dollar Value*

No consultant contracts for planning were awarded during FY 2004.

### A.2 Efforts Made to Utilize Minority and Female Consultants and Sub-consultants in Federally Assisted Contracts

It is the policy of (Agency Name) to comply with 49 Code of Federal Regulations, Part 26, to ensure that Disadvantaged Businesses, including minorities and women, have an equal opportunity to receive and participate in federally assisted contracts. (Agency) does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Efforts made to use minority and female consultants during FY 2004 include the following outreach activities:

- **Disadvantaged Business Enterprise (DBE) Goals**. As part of (Agency Name) outreach efforts to use minority and female consultants, when appropriate, proposals include a Disadvantaged Business Enterprise (DBE) goal. Certified DBE firms can encompass small, minority and women-owned firms. As a condition of award, the successful bidder must make good faith efforts to meet this DBE goal. The proposer establishes good faith efforts when it documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate efforts to do so although unsuccessful.

- **Consultants Selection Procedures.** Consultants are selected according to the procedures outlined in the RCW, and Local Agency Guidelines (LAG) Manual procedures for federally assisted projects. (Agency Name) encourages all consultant firms that are registered in Washington State to conduct business and who possess the requisite professional license(s) to present their qualifications for highway design projects.

  The (Agency Name) solicits firms for inclusion on the Architecture and Engineering, Professional Services, and the Construction Small Works Rosters in accordance with RCW 39.80 and (Agency Name) practices. (Agency Name) places an advertisement in various news media to include the (Names of Publications) and various minority newspapers that have existing contracts with the Agency. Advertisement is conducted a least twice during a year to encourage consultant firms to apply for placement on the rosters.

- **Public Pre-proposal Meetings.** Other outreach efforts to support the use of minority and female consultants include conducting public pre-proposal meetings to provide information concerning the scope of work and available subcontracting opportunities associated with projects. These meetings are open to all interested parties.

### *A.3 Studies Conducted which Provide Data Relative to Minority Persons, Neighborhoods, Income Levels, Physical Environments, and Travel Habits*

The agency will continue to review all proposed projects for their potential to have a disproportionate impact on low-income and minority populations that are subject to additional consideration in accordance with applicable Title VI and Environmental Justice provisions. (Agency Name) unincorporated areas do not typically require substantial analysis to determine that the potentially affected areas do not meet thresholds for consideration as low-income or minority communities. However, (Specific Project name if applicable), does require such analysis.

### *A.4 Hearings Held During the Report Period and Efforts Utilized to Ensure Citizen Participation, Particularly Minorities, and Women—the Number of These Individuals and the Capacity of Their Participation*

No hearings were conducted in FFY 2004. There were seven (7) community advisory group meetings and one other public meeting conducted.

(Agency Name) continues to use the Washington State Department of Transportation (WSDOT) form for collecting data on public hearing and public meeting attendees for Title VI reporting requirements, per Title 23, Code of Federal Regulations, Part 200.9(b)(4). See Appendix __ for a copy of the form used by (Agency Name) at its public meetings. Appendix __ summarizes the forms collected during FFY 2004.

## B. Location

(Agency Name) emphasis over the past several years has been the improvement of existing Rights-of-Way and corridors. There has been no activity in the (Agency Name)'s Location Program. When future corridors are considered, the Location Program will be one of the tools used by the (Agency Name) to help determine their feasibility.

### *B.1 Number of Complaints Filed*

None during this report period.

### *B.2 Identification of Titles, Ethnicity, and Gender of Employees in the Location Program*

Not applicable this reporting period. Agency Name currently has no staff assigned to location duties since there has been no activity in that area.

### *B.3 Number of Environmental Impact Statements Reviewed During the Report Period, Including a Summary of Comments on EIS Where Minority, Handicapped, Elderly, etc. Communities were Adversely Impacted*

None during this report period.

### *B.4 Number of Consultants Contracts Involving Project Development Activities*

None during this report period.

### *B.5 Number of Public Hearings Held During the Report Period Concerning Location of a Project, including How the Hearings Were Advertised and Notification to Minorities*

None during this report period.

### *B.6 Encouragement of Minority Leaders to Provide Suggestions and Ask Questions on Location of Highways*

Not applicable during this report period. No new highways were located during this report period.

### *B.7 Need to Use Bilingual Advertisements, Announcements, Notices, etc. During the Report Period*

None during this report period.

## C. Design

Design activities are performed by (fill in appropriate information about your design process.

### *C.1 Number of Consulting Firms with Design Contracts, including the Number of these Contracts Held by Minority Firms and Women-Owned Firms/ Dollar Value*

For FFY 2004, twenty-three consulting firms were engaged in design contracts. For reporting purposes, work order and task order contracts that have multiple awards are considered contracts awarded. The accompanying tables summarize the number of contracts awarded, including work order and task order contracts, and the sum of those contract awards by prime and sub-consultant.

**Table V.C.1**. provides the number of contracts and total dollar value awarded to minority firms and women-owned firms as prime consultants with design contracts.

| Table V.C.1. – Design Contracts-Prime | | | | |
|---|---|---|---|---|
| Name of Firm | Certification Status | Ethnicity | # Contracts Awarded (includes work and task numbers) | Sum of Contract Awards (rounded to nearest thousand) |

**Table V.C.2.** below contains information on the number of minority firms and women-owned firms who currently have
subcontracts, their certification status, ethnicity, and sum of contract awarded dollar value.

| Table V.C.2. – Minority, Women-Owned Firms with Consultant Subcontracts | | | | |
|---|---|---|---|---|
| Name of Firm | Certification Status | Ethnicity | # Contracts Awarded (includes work and task numbers) | Sum of Contract Awards (rounded to nearest thousand) |

### *C.2. Efforts to Increase Minority and Female Participation in Obtaining Consultant Contracts*

- **Procurement Information System**. (Agency Name) requests Letters of Interest, Statement of Qualifications and Proposals from all firms qualified and interested in providing professional services for contracts awarded by the (Agency Name). (Agency Name) posts information on current Requests for Proposals on its Internet Website. Proposals identify the types of sub consulting opportunities that may be available on the project for informational purposes.
- **Advertisement in local papers and Agency Procurement Website.** (Agency Name) advertises Requests for Proposals for consulting services in local papers and on its Procurement Website. The scope, size and duration of these contracts vary in size to promote diversity in the number and size of firms competing for these awards. Some contracts are for complete design services on a single project. Others may be for environmental reviews, traffic analysis, mediators or a wide range of professional services. (Agency Name) solicits some small A&E contracts (under $150K) from Consultants using its A & E Roster.
- **Advance Information on Upcoming Contract Opportunities**. During Federal Fiscal Year 2004, (Agency Name) efforts to use minority and female consultants included providing advance information on upcoming contract opportunities to DBE's to include small, minority and women-owned businesses.

  Describe Agency involvement in this area.
- **Newsletter Distribution.** Describe activities that may pertain to this type of information.
- **Grassroots Level Outreach Efforts.** Describe any activities that your agency has conducted in this arena.
- **Office of Business Relations and Economic Development.** Describe any activity this type of division may undertake in your community.
- **Collaboration with other Local Governments.** Description of activity.

### *C.3 Public Hearings Held During the Design Phase of any Highway*

Description of any activity in this area.

### *C.4 Employees in the Design Program Area, including Ethnicity and Sex, including Efforts to Increase Minority and Female Representation Where _____ (low, high?)*

See Appendix __ for information on employees.

During this report period, recruitment staff in the Design area actively participated in the following job fairs and forums: List participation if relevant.

### *C.5 Complaints Filed in the Design Program Area*

None during this report period.

### *C.6 Significant Problem Areas, Accomplishments, and Actions to Take During the Ensuing Year.*

No significant problem areas were identified during this report period.

## D. Environmental Unit

The Environmental Unit of the (Agency Name) works to ensure the promotion of environmental integrity in the design, construction and maintenance of transportation systems that serve the needs of the Agency's various communities. This section responds to the requirements of the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA) to ensure that projects undertaken by (Agency Name) meet these provisions, as required by Washington State and the Federal Government.

During FFY 2004, the (Agency Name, Division, Section) conducted _____ (_) NEPA and _____ (__) SEPA environmental reviews. The completed environmental reviews did not identify impacts to minority or economically disadvantaged communities. During FYE 2003 staff from (Agency Name) and WSDOT completed the technical studies pertaining to socio-economic impacts and Title VI/Environmental Justice considerations. The results from those studies have been incorporated into the draft review versions of the Draft EIS. Those initial drafts have been revised to clarify Title VI/ Environmental Justice information and address specific comments from WSDOT. Following its approval by WSDOT and FHWA, (Agency Name) anticipates issuing the Draft EIS in 2005.

See Appendix ___ for the list of names for each project that was subject to an environmental review during FY 2004. A copy of the SEPA exemption determination and determination of non-significance is included for each project.

## E. Real Estate Services (Right of Way)

Describe your Agency Real Estate Services Responsibility in the Title VI Plan.

The property acquisition process follows the WSDOT Right of Way Manual and all applicable laws and regulations, including Title VI and Section 504. The acquisition process includes appraisal of property, negotiation of terms and conditions for acquisition, and relocation assistance, as well as property management.

### *E.1 Civil Rights Complaints in the following Real Estate Services (Right of Way) Areas:*

**E.1.a. Appraisals** – None during this report period.

**E.1.b. Negotiations** – None during this report period.

**E.1.c. Relocation Assistance and Payments** – None during this report period.

**E.1.d. Property Management** – None during this report period.

### *E.2 Number of Appraisers Utilized During the Reporting Period*

During FFY 2004, four appraisers were utilized, two females, two males and no minorities. The appraisers are (Firm Name or Agency Name) employees. Decisions to obtain new appraisers are based on need and vacancies. There are no vacancies at this time. There were no contracts for appraisers during this reporting period.

### *E.3 Number of Negotiations During the Report Period and Disparity in Contract Negotiations between Minorities and Non-minorities*

There were __ negotiations during this report period. No disparity in contract negotiations was noted.

### *E.4 Concerns Raised by Minorities or Women Regarding their Options in the Negotiation Phase*

None during this report period. .

### *E.5 Number of Relocations During the Report Period*

There were no relocations during FFY 2004.

### *E.6 Concerns Raised by Minorities or Women on Replacement Housing, Referral Housing and Advisory Services*

None.

### *E.7 Opportunities for Minorities and Women to Obtain Contracts Awarded for Providing Relocation Assistance*

In-house relocation assistance services are conducted according to the rules guidelines of the federal Uniform Relocation Act (CFR24), RCW 8.26, and the WSDOT relocation manual and LAG agreement. Staff attend project open houses to present relocation services and benefits, and later meet individually with affected relocatees to negotiate and finalize benefit awards.

## F. Construction and Maintenance Services

The Construction Services Group provides guidance and oversight for the administration of transportation construction projects. The (Agency Name) Road Maintenance Operations Section is responsible for the preservation and upkeep of roads and bridges.

### *F.1 Civil Right Complaints Involving Competitive Bidding Procedures*

There were no complaints involving competitive bidding procedures during the reporting period.

### *F.2 Summary of Efforts Made by the Title VI Coordinator to Encourage the Use of Minority Individuals, Firms or Agencies to Obtain Maintenance Agreements or Contracts*

Summarize your Agency's effort in this area.

### *F.3 Procedures Reviewed to Assure Subcontract Agreements, First and Second Tier, Material Supply and Equipment Lease Agreements During the Report Period*

Description of your Agency procedures.

### *F.4 Significant Accomplishments and/or Action Items for the Ensuing Year*

Continue monitoring disadvantaged, minority, women, and small business participation in (Agency Name) Road construction contracting.

## G. Education and Training

### *G.1 During the Reporting Period, Efforts Made to Encourage Participation by Minorities and Women in the NHI's Educational Program*

Description of this activity, if applicable

### *G.2 Types of NHI Sponsored Programs and Number of (Agency Name) Participants, Including Minorities and Women*

Description of activity in this area by your Agency.

### *G.3 Identify Staff Responsible for Training by Job Title, Ethnicity and Gender*

Staff within (Agency Name) Office of Civil Rights ((AGENCY NAME)) provides guidance to departments on their responsibilities and reporting requirements for Title VI.

**Table V.G.1** below shows staff responsible for Title VI training to departments by job title, ethnicity, and gender.

| Table V.G.1 – Title VI Training Staff within the Office of the Title VI Coordinator | | | |
|---|---|---|---|
| **Name** | **Job Title** | **Ethnicity** | **Gender** |
| | Title VI Coordinator | Caucasian | Female |
| | Civil Rights Specialist | African-American | Male |

### *G.4 Civil Rights Complaints Filed Concerning Training and Educational Opportunities and any Corrective Actions Taken*

No complaints were filed during this reporting period.

## H. Administration

### *H.1 List of Employees by Ethnicity and Gender in each of the Title VI Program Areas.*

Please refer Appendix __ for a summarization of the ethnicity and gender of employees in the respective program areas.

### H.2 Summarize all Activities Undertaken During the Reporting Period which Provide for Assurances of Title VI Compliance with Contractors, and by Contractors (i.e. are Title VI compliance included in all contracts and consultant agreements; were reviews made to ensure contractors and consultants are adhering to Title VI requirements; are contractors and/or consultants appraised of Title VI implications and issues, etc.)?

The following is a summary of activities undertaken during the reporting period that provide for assurances of Title VI compliance with contractors, and by contractors.

- ***Title VI Training***
- ***Dissemination of (Agency Name) Title VI Policy Statement***

(Agency Name) Title VI Policy Statement is included in a post award packet of informational materials that the Agency Name sends to prime contractors. The post award packet includes information on the (Agency Name) reporting requirements and is sent to all prime contractors for each contract that has been publicly bid and advertised.

❖ ***Title VI Provisions in all (Agency Name) Federally Funded Contracts***

All federally funded contracts administered by (Agency Name) contain Title VI provisions (FHWA form 1273).

❖ ***Analysis Worksheet Reviews for All Advertised Construction Bids and Proposals***

SAMPLE: "Contract Compliance Specialists located in the Business Development and Contract Compliance Office receive and review Subcontracting/Apprenticeship Availability Analysis Worksheets for projects advertised for construction bids. The worksheet identifies the specific scopes of work, if any, which may be available for performance by subcontractors. Specifications (FHWA form 1273) defining Title VI requirements are included in the contract documents with a requirement that these provisions be included in all amendments, supplements and lower tier contracts entered into by the contractor. (Contract documents also include GSP 01-07.11 language relating to the Requirements for Non-discrimination.) Goals are established for the participation of Disadvantaged Business Enterprises, where applicable."

❖ ***Public Pre-proposal Meetings***

No public pre-proposal meetings were held during this reporting period.

❖ ***Inclusion of Goals on Federally-Assisted Contracts***

Staff in the (Section of your Agency) review federally assisted contracts for DBE goals.

❖ ***Non-discrimination Provisions in Contracts***

All (Agency Name) contracts, including federally assisted contracts, contain non-discrimination provisions to ensure and heighten awareness that (Agency Name) will not tolerate discriminatory practices.

## *H. 3 Title VI Training During the Period*

**Table V.H.3. lists the FFY 2004 Title VI training/meetings and attendees**

| Table V. H.3. – Title VI Trainings/Meetings | | |
|---|---|---|
| **Date** | **Type of Training** | **Audience** |
| | | |

# Appendices

## Appendix A

### Form – Title VI Compliance Statement for use in public meetings/hearings Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires (Agency Name) to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. (Agency Name) collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

(Agency Name) wishes to clarify that this information gathering process is completely voluntary and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file in (Agency Name) Department of Transportation. For further information regarding this process, please contact the Title VI Coordinator by phone at _____ or e-mail at _____.

Please respond to the following questions:

| Project name: | Date: |
|---|---|
| Meeting location: | |

| Name (please print): | | Gender:<br>☐ Male ☐ Female |
|---|---|---|
| General ethnic identification categories (check one): | | |
| ☐ Caucasian | ☐ Hispanic American | ☐ American Indian/ Alaskan Native |
| ☐ African American | ☐ Asian/Pacific Islander | Other _____ |
| Color: | | National Origin: |

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation!

## Appendix B

The following table summarizes staff gender and race by the respective program areas.

| Special Emphasis Area | Race | Gender | |
|---|---|---|---|
| | | Female | Male |
| Design | Asian | 15 | 17 |
| | Black | 3 | 1 |
| | Caucasian | 13 | 42 |
| | Filipino | 1 | 2 |
| | Hispanic | 2 | 2 |
| | Other | 1 | |
| Design Total | | 35 | 64 |
| Environmental Services Unit | Black | 2 | |
| | Caucasian | 9 | 5 |
| | Hispanic | | 1 |
| Environmental Services Unit Total | | 11 | 6 |
| Planning | Asian | 2 | 5 |
| | Black | | 1 |
| | Caucasian | 6 | 10 |
| Planning Total | | 8 | 16 |
| Construction & Maintenance Services | Asian | 2 | 6 |
| | Black | | 2 |
| | Caucasian | 6 | 12 |
| Construction & Maintenance Services Total | | 8 | 20 |
| Grand Total | | 62 | 106 |

## Appendix C

**STATE ENVIRONMENTAL PROJECT ASSESSMENTS (SEPA) EXEMPTION DETERMINATIONS AND DETERMINATIONS OF NON-SIGNIFICANCE**

| Project Number | Project Name | NEPA/SEPA Type* |
|---|---|---|
| | | SCE |
| | | SCE |
| | | SCE/NCE |
| | | SCE/NCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE |
| | | SCE/NCE |
| | | ECL/NCE |
| | | SCE |
| | | SCE/NCE |
| | | SCE |
| | | SCE |

***Type: NCE=NEPA Categorical Exclusion; EA=Environmental Assessment; NEIS=NEPA Environmental Impact Statement; SCE=SEPA Categorical Exemption; ECL=Environmental Checklist; SEIS=SEPA Environmental Impact Statement**

## Appendix D

### (AGENCY NAME) TITLE VI IMPLEMENTATION PLAN
### Revised September 2004

1. **Internal Dissemination**
   **Goal:** To complete internal dissemination of (Agency Name)'s revised Title VI Plan and FFY 2004 Title VI Update Report before December 1, 2004.

   (Agency Name)'s Title VI Coordinator has distributed copies of its original Title VI Plan and assurances to Agency departments, (Agency Name) Council, (Agency Name) Civil Rights Commission, Department of Transportation Division Managers and the Office of the Prosecuting Attorney. Such distribution occurred on or before December 2000. The updated Plan dated September 2002 was disseminated in December 2002. The Plan as revised in 2004, along with the FFY 2004 Title VI Update Report will be circulated by December 1, 2004.

   The Title VI Specialist and Special Emphasis Area Liaisons (as defined in the plan) received copies of the original plan and will receive copies of the updates promptly for incorporation into operational manuals, guidelines, and procedures.

2. External Dissemination
   **Goal:** Public notification of (Agency Name)'s Title VI Plan will be on going.

   A. (Agency Name) will publicize (Agency Name)'s policy statement, as included in the Title VI Plan, in local minority and community-based newspapers. The (Agency Name)'s Title VI Plan will be made available to the public upon request. Additionally, the (Agency Name) Title VI Policy Statement and Complaint procedure may be found on the internet at http://www._____

   B. The (Agency Name) will continue to distribute copies of the Title VI Plan to contractor organizations upon request. Additionally, the (Agency Name) will make copies of the plan available to all prime contractors, subcontractors, consultants and suppliers currently participating on (Agency Name) public works projects receiving federal financial aid upon request. The (Agency Name) will also make copies available to other firms providing goods and services to (Agency Name) upon their request.

   C. The (Agency Name) will include the appropriate Title VI nondiscrimination language and any implementing requirements FHWA may issue in all solicitations for competitive bidding or negotiated procurements with federal aid for construction, professional services and purchase of materials or equipment.

3. **Training**
**Goal:** To ensure that (Agency Name) employees involved in the project management and the contracting practice are knowledgeable on potential Title VI issues (ongoing).

A. Title VI Specialists and Liaisons are strongly encouraged to participate in training programs and workshops offered through Washington State Department of Transportation and others. Additionally, the Title VI Coordinator, in communicating with the Title VI Liaisons and Specialists, informs (Agency Name) employees of any new training opportunities upon notification from other external agencies.

B. Additionally, Staff in conjunction with staff in the (Agency Name) Department of Transportation, Road Division, will continue to develop new training for (Agency Name) staff.

C. The (Agency Name)'s Title VI Coordinator shall oversee training to include staff involved in (Agency Name)'s contracting processes. The Title VI Specialist will conduct the training. Training will occur throughout the year and will be specific to the Road Services and Contracting Divisions of (Agency Name) initially. This training will include information on:

- The role of ___as the Title VI Coordinating agency
- Technical Assistance on Title VI matters
- Title VI reviews of program areas
- Procedures for the prompt processing of complaints of discrimination
- The necessity of updating the Title VI Plan to reflect organizational policy or implementation changes

The (Agency Name)'s Title VI Coordinator will request Department Directors and Managers to inform employees of new training opportunities upon notification from the Coordinator's office. Such opportunities may include courses offered by WSDOT, as well as from other outside agencies.

D. The (Agency Name) will provide a training schedule to the Washington State Department of Transportation's Office of Equal Opportunity Title VI Coordinator.

E. The (Agency Name)'s Title VI Coordinator shall maintain information gathered from training records for inclusion in annual report updates.

4. **Information Collection for Annual Updates**
**Goal:** To establish and implement processes and procedures for collection of information required for inclusion in annual update report.

A. The Title VI Specialist and Liaisons will assist the Title VI Coordinator in gathering and maintaining information on specific program areas and affected (Agency Name) departments.

B. (AGENCY NAME) will work with Liaisons and a designated Data Coordinator to collect and report on the information required by WSDOT for the Title VI Annual Update.

C. Information for reports will be obtained from sources such as on-site compliance reviews (internal and external), checklists, review guides, questionnaires, public meeting sign in sheets, personnel inventory and employment utilization forms and inquires from the public. The Office of the Title VI Coordinator will compile this information for inclusion in the annual update reports as required.

5. **Complaint Resolution**
**Goal:** To ensure that complaints are resolved in a professional and timely manner.

The (Agency Name)'s Title VI Coordinator will investigate all complaints of Title VI violations as appropriate. The (Agency Name) will use procedures outlined in the Title VI Plan to investigate such complaints. The objective of the investigation will be to determine whether prohibited discrimination has occurred or could occur, and to take steps to remedy the situation. To accomplish this, the Title VI Coordinator shall coordinate the following:

A. Identification of the basis for the complaint;

B. Identification of sources of information;

C. Fact finding interviews with aggrieved persons, witnesses and the alleged violator;

D. Development of a statement of finding-of-facts and information relevant to the issue/basis for the complaint;

E. Informal dispute resolution;

F. Report of findings in a manner that includes a conclusion and determination of future actions to take; and

G. Provision for possible appeal of the decision to the FHWA.

The (Agency Name)'s Title VI Coordinator will consult with WSDOT before commencing investigations to determine which agency should properly investigate.

6. **Annual Title VI Update Report**
**Goal:** To provide detailed information on activities performed in implementing (Agency Name)'s Title VI Plan and to document accomplishments.

The Annual Title VI Update Report will include detailed information regarding the implementation activities related to (Agency Name)'s Title VI Plan and the (Agency Name)'s accomplishments. Specific areas that will be covered in the Annual Report include, but may not be limited to the following:

A. Organization and Staff Profile

B. Title VI Monitoring and Review Process

C. Complaints and Investigations

D. Special Emphasis Program Area Activities and Accomplishments

E. Title VI Administration

F. Training

H. Accomplishments Report for Current Year

## Appendix E

### *(Agency Name) Title VI Policy Statement*

(Agency Name) assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation.

(Agency Name) further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event (Agency Name) distributes federal aid funds to another governmental entity or other sub-recipient, (Agency Name) will include Title VI language in all written agreements and will monitor for compliance.

(Agency Name)'s Office of the Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other (Agency Name) responsibilities as required by 23 CFR 200 and 49 CFR 21.

_____ _____

(Agency Name) Executive) Date

## Appendix F

# TITLE VI FORMS

(Agency Name) provides Title VI forms to participants at public meetings (See Appendix A). In 2004 two forms were completed and turned in by participants.

Title VI Public Involvement forms were made available at the _____ (Fill in appropriate information.)

Title VI Public Involvement forms were made available at the Sth Park Bridge EIS Community Advisory Group meetings on April 6, April 20, and May 4, 2004 at the Concord Elementary School Library, 723 S. Concord Street in Seattle, but no forms were submitted.

Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

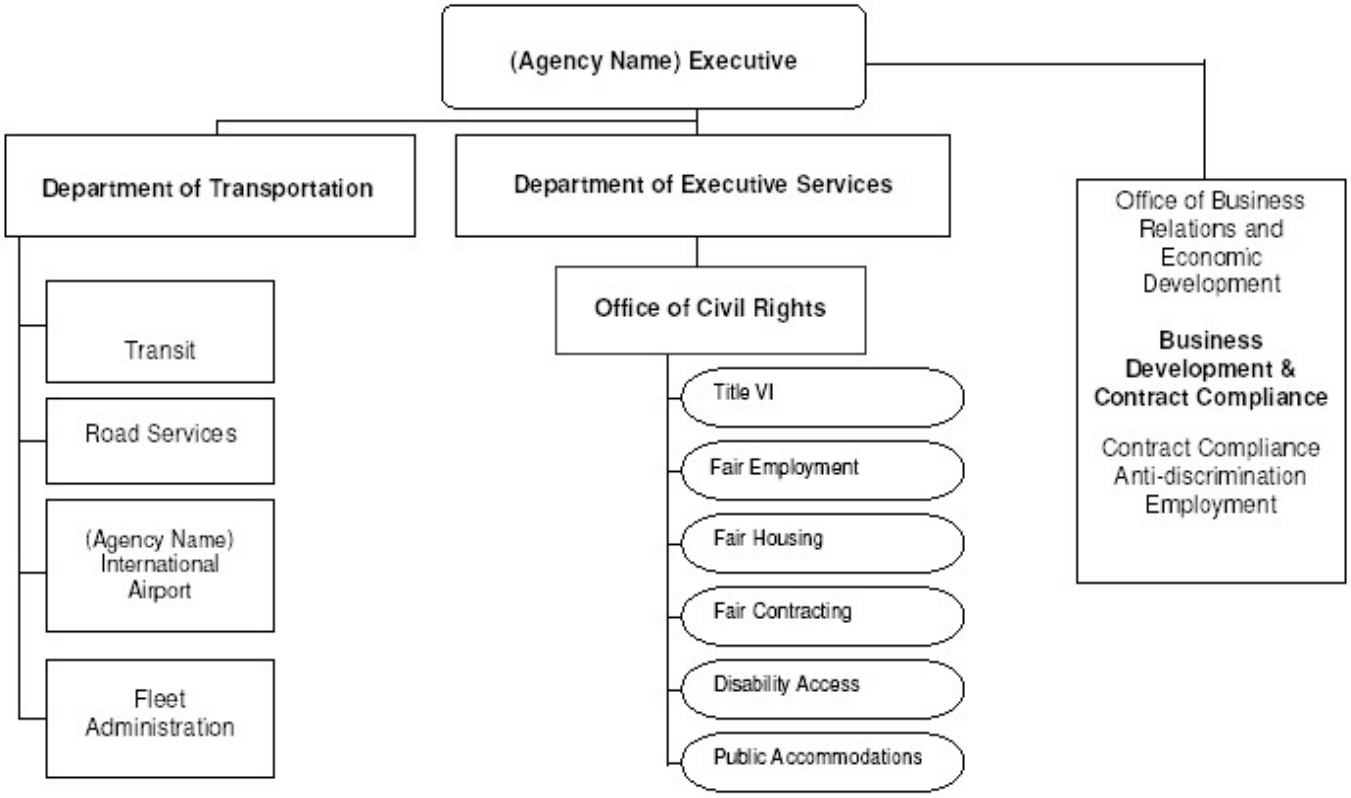
Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

Title VI Public Involvement forms were made available at the (Fill in the Name) on (Fill in the Date) at (Fill in location), but no forms were submitted. (OR: Two forms were submitted according to actual circumstance.)

These forms are kept on file in the (Section of your Agency) and in the Office of the Title VI Coordinator.

# Appendix G

## *SAMPLE Organizational Chart*



1. Report any changes in the organizational structure since the last reporting period.

   Example: New Title VI Coordinator, new planning or public works directors etc.

   - Report should identify the changes in the racial/gender composition of those persons involved in the transportation decision making, including planning and advisory staff.
   - If no changes have been made, please indicate that accordingly.

2. Using the most current data available (through Census or Washington State Office of Financial Management), describe the demographics within your jurisdiction.

   a. Describe any required Title VI activities and/or studies conducted that provided data relative to minority persons, neighborhoods, income levels, physical environment, and travel habits.

   b. How was the information utilized or Title VI provisions and needs applied in each study or activity?

3. List any Public outreach activities during the reporting period such as:

   Public announcements and/or communications for meetings, hearings, project notices.

   Include the following:

   a. How were special language needs assessed? List the special language needs assessments conducted.

   b. What outreach efforts did you utilize to ensure that minority, women, low-income, and LEP population groups were provided equal opportunity to participate in those outreach activities. (Examples: provided materials in other languages, met with local social services agencies, advertised in a minority publications)

   c. List the special language services provided – note the professional language service provided including the name of the service, date provided, number of persons served, and any other relevant information.

   d. List any costs incurred for translations and interpreters for each activity.

4. List all the transportation related contracts, (Federal and others), that were executed during the reporting period. (Please include construction, consultant agreements for planning, design, engineering, environmental, research, maintenance, etc.)
   - Include dollar value of each
   - Other than advertising in your local legal publication, what outreach was made to the DMWBE firms that a contracting opportunity existed within your agency?
   - Identify the DMWBE contracts that were awarded and their dollar amount.
   - Is there a Title VI Non-Discrimination statement included in all contracts & public notices?
   - How did your organization ensure that minority, women and disadvantaged firms were provided equal opportunity to participate in the contracting arena?
5. Summarize any transportation projects that identify potential impacts to minority and/or low-income Environmental Justice (EJ) populations i.e. impacts such as displacements, increased noise, bisecting neighborhoods, et al). Note the following:
   - How impacts were minimized/mitigated.
   - Also include a statement, if applicable, on projects that specifically benefit community cohesion such as: adding sidewalks, improving access to properties that improve access for EJ populations.
6. If ROW has been acquired for a transportation project, please describe:
   - Identify the number of minority, low-income, elderly and disabled persons affected
   - The efforts that were made to address Limited English Proficiency issues (including use and cost of translators, outreach efforts for each reported activity)
   - Describe any concerns raised by minorities and women regarding appraisals, negotiations, relocation assistance and payments. What actions were taken to resolve those issues?
7. List and describe any Title VI related complaints, as a result of transportation activities and projects. Include:

   What was the allegation or concern?
   - Procedures used
   - Action taken
   - Resolution

| Case Number | Complainant/ Address | Filing Date | Basis | Status | Disposition |
|---|---|---|---|---|---|
| | | | | | |
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**Local Agency:**_____
**Date:**_____
**Name/Title:**_____

## I. Administration

### A. Staff Composition and Program Administration

1. Provide breakdown of your administrative staff by race, color, national origin, sex, and their positions.

2. How many federally funded projects have you managed during the last two years? Dollar amount?

3. Have you designated an EEO Officer or Title VI Coordinator? Provide name and time in the position.

4. Do you have a Title VI Policy, Assurances and Plan in place? Provide proof of public dissemination of your Title VI policy.

### B. Complaint Procedure

1. Do you have a Title VI complaint procedure for external discrimination complaints? If so, please provide a copy. To what extent is the community aware of it?

2. Have you received any Title VI related complaints during the past two years? If so, how many? What were the outcomes? Where there any Title VI complaint lodged by beneficiaries or participants? If so, explain the issues involved.

3. Do you have a Title VI Notice to Public? If so, please provide copy.

### C. Training

1. Has your staff received any training (formal or informal) regarding Title VI?

2. Are you considering scheduling Title VI training sometime soon? If so, when and who will present it?

## II. Planning Activities

### A. Public Involvement

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?

2. Were accessible location, adequate time, and translation services considered or provided during the coordination of hearings?

3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, and sex (by visual identification)?

4. Have planning manuals, directives, guidelines, and policies been reviewed for Title VI compliance purposes?

## III. Consultant Contracts Activities

1. Are Title VI assurances and provisions included on consultant contracts?

2. Are DBE goals being included and met for consultant contracts? If not, what provisions have been taken to meet them?

3. Have directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

## IV. Design/Environmental Activities

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?

2. Are accessibility of locations, adequate time, and translation services considered during the coordination of hearings? Was any other effort made to promote maximum attendance by those affected by the project, including member of minority communities?

3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, sex, (by visual identification)?

4. Have location and design manuals, directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

5. Is statistical data being collected on race, color, national origin, and sex on communities affected by a construction project?

## V. Right of Way Activities

1. Are DBE goals for real estate appraisers being met? If not, what provisions have been taken to help reach these goals?

2. Is Title VI language being incorporated in all acquisition, negotiation, property management communications, and contracts?

3. Are Title VI language and assurance statements being included in all surveys for property owners and tenants after the conclusion of all business?

4. Are all values and communications associated with appraisals conducted in an equitable fashion?

5. Do deeds, permits, and leases contain Title VI compliance clauses?

6. Is statistical data being gathered on race, color, national origin, and sex for all relocatees?

## VI. Construction and Maintenance Activities

1. Have contractor selection procedures been reviewed to determine uniformity in their application to minority and nonminority contractors?

2. Are minority contractors and subcontractors being informed about contracting opportunities with your organization?

3. Are construction rules and regulations being applied in an equitable fashion? Have you received any complaints within the last two years?

4. Are Title VI assurances being included in all contracts, subcontracts, and material supply agreements?

## General Discussion

To be eligible for reimbursement of Federal Highway Administration (FHWA) funds for payments to a consultant, the procedures in this chapter shall be followed. If a Local Agency elects to retain the consultant at its own cost, state law must be followed.

This chapter covers agreements for architects, landscape architects, land surveying, and engineering services outlined in RCW 39.80 (see 31.1). The definitions of these four professions are described in RCW Chapters 18.08, 18.43, and 18.96. These will be referred to as architectural and engineering (A&E) services, or engineering services, in this chapter.

This chapter also covers agreements for long-range planning, economic analyses, real estate negotiations, and environmental and biological assessments. These will be referred to as personal services, as outlined in RCW 39.29 (see 31.2).

Throughout this chapter the term "project" means the work to be undertaken by the consultant. An A&E services project may include construction engineering, but does not include the contracted construction work.

The "Definitions" chapter of WSDOT's *Consultant Services Procedures Manual* contains a detailed description of which categories of work are considered A&E services or personal services. That Manual may be accessed on WSDOT's Internet website at: (www.wsdot.wa.gov/Consulting), and then click on "*Consultant Services Procedures Manual.*"

The basic steps for entering into a consultant agreement are:

1. Determine the Need For Services.
2. Advertise the Need For Services.
3. Evaluate the Applicants' Qualifications.
4. Select the Most Qualified Firm.
5. Negotiate with the Most Qualified Firm.
6. Execute the Contract (Standard Agreement, Exhibits, and Supplements, see Appendices).

## 31.1 A&E Services Consultants

A&E consultant services include the following:

1. Professional or technical expertise to accomplish a specific study, project, task, or other work statement.

2. Any phase of project development, as well as special studies or other assignments within any phase.
3. Periodic examination and consultation or full-time technical inspection during the construction phase.
4. Consultant design and preparation of plans, specifications, and estimates is common when an Agency's staff is small or when an Agency needs additional expertise.

Consultant services do not include purchased services provided by a vendor to accomplish routine, continuing, and necessary services. These may be acquired through use of purchased service agreements. Purchased services include services for equipment maintenance and repair, operation of a physical plant, security, computer hardware and software maintenance, data entry, key punch services, computer time-sharing, contract programming, and analysis (RCW 39.29.006).

Section 319 of Public Law 101-121 prohibits federal funds from being expended by consultants or sub-consultants who receive a federal contract, grant, loan, or cooperative agreement to pay, any person for influencing or attempting to influence a federal Agency or Congress in connection with awarding any of the above.

**.11 Determine the Need for A&E Consultant Services.** Before an Agency advertises for A&E consultant services, it must have a clear definition of the work to be accomplished. This includes identification of:

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

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

Because selection of the most qualified consultant firm is based on evaluations by the Agency, it must develop clear selection guidelines (see 31.13). The selection criteria should enable the Agency to identify and select the consultant best qualified to meet the Agency's needs and ensure that the selected consultant understands and provides services for the Agency's needs in the most cost-effective manner.

The basic agreement types are lump sum, cost plus fixed fee, provisional hourly rates, negotiated hourly rates, and cost per unit of work (see 31.32). The Agency should determine the type of agreement to be developed with the consultant (though this may be modified during negotiations with the selected consultant).

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

A&E consultants may be solicited for:

1. A specific project,
2. A specific stage of a project (i.e., Design Report),
3. General engineering services (i.e., supporting services of an Agency's staff in studies, design, etc.),
4. For more than one project (i.e., several small bridge design projects) or multiple phases of a single project, or
5. For a combination of the above.

**.11a Multi-Phase Projects.** In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the agreement should cover only the first phase. The agreement for preliminary engineering should state that the consultant may be considered for subsequent phases provided this option was identified in the advertised solicitation. The consultant's engagement to complete subsequent phases depends upon the consultant's satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The Agency is not obligated to use the same consultant firm for all phases. Separate consultant agreements may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

**.11b Environmental Assessment /Environmental Impact Statement / Environmental Classification Summary.** The first agreement would include preliminary engineering through final approval of the environmental documents. Preparation of the PS&E could be under a separate agreement with continuation of the original consultant at the option of the Agency, provided this was stated in the original advertisement. Depending on the complexity of the project, both A&E services and personal services consultants may be needed to accomplish this work.

**.11c Engineering Management Consultants.** While an engineering management consultant may assist an Agency in fulfilling its responsibilities, the Agency cannot delegate these responsibilities to a consultant or to another Agency. A consultant serving in a management role for an Agency, and then managing consultant agreements with its own firm, is a conflict of interest.

**.12 Advertise the Need for A&E Consultant Services.** State law, RCW 39.80, requires that each Agency must advertise that Agency's requirement(s) for architectural services, land surveying services, or engineering services. An Agency can comply with these requirements by either:

1. Publishing an announcement on each occasion when A&E consultants are required by the Agency, or
2. Publishing an annual notice to establish an "On Call Roster" (or rosters by specialty) to receive qualifications from consultants as to projected requirements for any category or type of engineering services (see 31.11). In addition, responsible A&E consultants shall be added to the appropriate "On Call Roster(s)" at any time they submit a written request and their qualifications.
3. The need for consultant services must be advertised at least one day per week for two (2) consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three (3) week minimum response time from the initial date of publication should be provided to consultants. These advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines, or publications utilized by disadvantaged business enterprises.

**.12a Advertisement Content.** The advertisement should contain the following information (see Appendix 31.94 for a sample advertisement):

1. A project title and estimated start and end dates,
2. The general scope and nature of the project or work for which services are required and the address of a representative of the Agency who can provide further details,
3. Solicitations of qualification statements, referred to as Requests for Qualifications (RFQ) from consultants, must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required. (Example Submittal Information Forms to obtain consultant qualifications for Prime and Sub-consultants are contained in Appendixes 31.94(a) and 31.94(b), respectively),
4. Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated. These may include but are not limited to key personnel, firm experience, ability to meet schedule, past performance, in-house expertise, familiarity with WSDOT/ FHWA standards, and DBE approach and commitment,
5. Non-engineering service applicants should be asked to provide estimates for the man-hours and classifications needed to complete the project,

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

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

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

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

1. "Live" Interviews and Presentation of the RFQ by Consultant Individuals or Teams. Provides for interaction with the Agency and showcases the consultant's presentation skills. This approach is best for larger, more complex projects, but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.
2. Telephone Interviews. Provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects or for selecting from an on-call or small works roster.

    A. Exceptions to the competitive process used for consultant selection:

        1. Subsequent Phasing. Selection of a consultant to perform subsequent project phases may only occur if this option was advertised originally (i.e., Phase 1 Preliminary Engineering, Phase 2 Right-of-Way, Phase 3 Construction Engineering).
        2. Contract Amendments. Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.

3. Emergency. To address a set of unforeseen circumstances beyond the Agency's control which present a real, immediate threat to the proper performance of essential functions, or may result in the material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Consult *LAG Manual*, Chapter 33.)

4. Sole Source. Sole source agreements may be requested from Highways & Local Programs when the consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The Local Agency must provide the Region Local Programs Engineer written justification (see Appendix 31.95) for requesting this option based upon:

   a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the Agency's needs. (e.g., Are they highly specialized or one-of-a-kind? What is their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?).

   b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.

   c. Availability of consultants in the location required.

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

B. Documentation of Selection. Following consultant selection, the Local Agency shall retain the following documentation in the project file:

   1. The names of a minimum of three consultants considered for the work (excluding exceptions detailed above), and

   2. Consultant selected and reasons why this consultant was chosen over the others.

**.14 Establishing a Consultant "On-Call Roster."** To efficiently obtain consultant services, a process for developing and maintaining a consultant "On-Call Roster" is necessary. Agencies may, therefore, establish and maintain a continuous "On-Call Roster" to which interested and qualified firms may apply. This "On-Call Roster" must be maintained annually and may be shared with other interested public agencies through an Inter-local agreement signed by the interested parties.

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

1. The Agency shall publish an announcement in a newspaper of general circulation at least once per year to invite consultant firms to submit statements of qualifications and performance data. The advertisement shall be for future project needs and announce generally projected requirements for any category or type of professional services. The advertisement shall state the address of the representative who can provide further details. The Agency shall name all agencies that are utilizing the "On-Call Roster," if any, in addition to the Agency establishing the "On Call Roster."

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

2. The advertisement shall encourage firms to submit or update qualifications and performance data.

3. The Agency may either provide an application that solicits desired information or allow firms to apply through other means of establishing credentials as best meets the agency's needs, or a combination thereof.

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

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

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

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

8. The "On-Call Roster" shall be continuously open.

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

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

## 31.2 Personal Services Consultants

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

select the consultant best qualified to meet the Agency's needs and ensure that the selected consultant understands and provides the Agency's needs in the most cost-effective manner.

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

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

Personal Services consultants may be solicited for:

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

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

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

The need for consultant services must be advertised at least one day per week for two (2) consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three (3) week minimum response time from the initial date of publication should be provided to consultants. These advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines, or publications utilized by disadvantaged business enterprises.

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

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

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

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

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

Exceptions to the competitive process used for consultant selection:

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

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

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

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

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

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

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

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

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

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

1. The salary rates by position from the consultant's Payroll Register,
2. Multiplying these by the Agency's estimates of staff hours by position for work elements, and
3. Applying the consultant's overhead rate and profit/fixed fee (see below) to develop the total project staff cost estimate.

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

1. Ensure the consultant has divided the project into work units and related time units in such a manner that the estimate can be readily reviewed for work hours, rates of pay, overhead, profit, and itemized direct non-salary costs.
2. Request records to confirm the consultant's rates (i.e., their Payroll Register, giving payroll rates by name and position of staff working on the project).
3. Request the consulting firm's audited overhead rate from the WSDOT Audit Office. An audited rate conducted by another governmental agency will satisfy this requirement if the audit criteria used by the other agencies conforms with 48 CFR 31. An audited rate conducted by a private accounting firm must be reviewed and accepted by the WSDOT Audit Office before being accepted for use in an agreement. If the firm does not have an audited rate, the Audit Office will conduct an abbreviated audit to determine the rate. The Local Agency Agreement should anticipate a charge averaging $1,000 for these costs. A lower overhead cost rate may be used if submitted by the consultant firm; however, the consultant's offer of a lower rate shall not be a condition for selecting a consultant.
4. Calculate the consultant's profit/fixed fee amount. 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.

Lump sum payment is generally used for investigations, studies, and basic services on design projects. Examples include designs, plans specifications and estimates (PS&E), and preparation of operating, maintenance, or training manuals. A qualified representative for the Agency must prepare, date, and sign an estimate detailing the hours required for each type of work, as well as the hourly rate.

2. **Cost Per Unit of Work.** This type of agreement is used when the unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. Examples include soils investigation where costs are based on per foot of drilling, installation of observation wells, soil testing, structural foundation analysis and reports, expert witness testimony, and construction engineering services. Construction engineering services include, but are not limited to, construction management, construction administration, materials testing, materials documentation, contractor payments, general administration, construction oversight, and inspection and surveying.

3. **Actual Costs Plus a Fixed Fee**. This type of agreement is used when the extent, scope, complexity, character, or duration of the work cannot be reasonably determined in advance. Examples include preparation of environmental documents, project design documents, PS&E for large or complex projects including major bridges, and may include construction inspection. The consultant is reimbursed for all eligible direct and indirect costs within defined limits, plus a predetermined amount as a fixed fee. The costs for methods 1-3 above are determined by:

   a. Salaries of employees with time directly chargeable to the project and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement. Actual rates of pay for employees and principals actively involved in the project will be included in each agreement.

   b. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."

   c. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.

   d. The consultant's overhead schedule must be prepared in compliance with Code of Federal Regulations (CFR) Part 31.

e. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.

f. Profit/fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

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

4. **Specific Rates of Pay Agreement.** This type of agreement is based upon specific rates of pay for each class of employee and is appropriate for relatively minor items of work of indeterminable extent. This method requires constant and direct control of the time and class of employees used by the consultant. Examples include certain types of soils investigations, planting inspections, bridge inspections, expert witness testimony, training presentations, construction inspections, supplementing Agency staff on small design projects or studies, and "on-call services." The rate of pay may be established through one of two processes:

   a. **Negotiated hourly rate** payment option establishes the rates of pay through use of the consultant firm's Payroll Register, the audited overhead rate obtained from WSDOT's Audit Office, plus the calculation of the consultant's profit/fixed fee. (See 31.31 for guidance in developing the independent estimates of these costs for use in negotiations with the consultant firm.) The following items also apply to negotiated hourly rate agreements.

      1. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."

      2. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.

      3. The consultant's overhead schedule must be prepared in compliance with 48 Code of Federal Regulations (CFR) Part 31.

4. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.

5. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

b. **Provisional hourly rate payment** option establishes rates of pay through the use of the consultant firm's Payroll Register, plus an overhead rate based on industry standards if an audited overhead rate is not available from WSDOT's Audit Office within the time frame it is needed. Provisional rates are established at the beginning of the project and are used until the results of an audited overhead rate are known. The provisional rates are then retroactively adjusted to reflect the rate established from the new audit. The following items also apply to provisional hourly rates.

1. Direct non-salary costs incurred in fulfilling the terms of the agreement. Travel costs, (excluding air, train, and rental car costs), shall be in accordance with the Agency's travel rules and procedures. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs."

2. The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement.

3. The consultant's overhead schedule must be prepared in compliance with 48 Code of Federal Regulations (CFR) Part 31.

4. Management reserve funds are an Agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work, or a need for additional work beyond the existing agreement scope of work, but within the advertised project scope of work.

5. Profit / fixed fee is derived by considering the degree of risk, relative difficulty of work, size of job, period of performance, assistance by the Agency, and sub-consulting assumed by the consultant at the time of the negotiations (see 31.31).

c. **Task Order Agreements.** This type of agreement is used with Negotiated and Provisional Hourly Rate methods of payment. (See Appendix 31.99, Exhibit A-2.) Each item of work is listed by task

assignment in the scope of work and each assignment is individually negotiated with the consultant. The maximum amount established for each assignment is the maximum amount payable for that assignment, unless modified in writing by the Local Agency.

While a regular negotiated hourly rate agreement is for a specific project, a single task order agreement can be used for a series of projects. Once the agreement is established, and each time the consultant's services are needed, a formal task assignment document is completed that describes the work, location, maximum amount payable, and completion date for the task. The agreement does not have to be renegotiated for each new task, therefore saving time. An example of a task order agreement would be one for performing construction inspection over a two-year period.

**.33 Agency/Consultant Negotiations.** Negotiate an agreement with the selected consultant and retain a record of these negotiations (see Appendix 31.98). Negotiations may include the following:

1. The Agency negotiator and the consultant meet in person or by telephone and go over any significant areas of discrepancy between the Agency estimate and consultant proposal. Either the consultant satisfactorily explains differences or agrees to address concerns in a revised proposal.
2. The Agency reviews revised proposals and revises their detailed cost analysis accordingly. Steps 1 and 2 are repeated, if required.
3. The consultant submits a final fee proposal.
   a. Provide a final offer in writing.
      1. The final agreement must specify the maximum amount payable,
      2. The basis for establishing the maximum amount should be documented, and
      3. Procedures for adjustments to the maximum amount to accommodate changes in the work distribution or workload shall be explained.
   b. When unresolved differences exist between the consultant and Local Agency, the Agency shall notify the Region Local Programs Engineer. The Local Programs Engineer will review and confirm that the Agency has followed all the required procedures and will notify the Agency of the finding. The Agency will then notify the consultant in writing that negotiations are terminated and proceed to the next highest ranked consultant to begin the negotiation process again. Negotiation steps and records will be repeated with the alternate consultant selected.

## 31.4 Standard Agreement, Exhibits, and Supplements to Agreements, A&E, and Personal Services

When the cost of consulting services is $10,000 or more, Local Agencies must use the Local Agency Standard Consultant Agreement. (See sample agreement in Appendix 31.99, WSDOT Form 140-089 EF and Appendix 31.910, WSDOT Form 140-089A EF.) Standard agreement forms are available online at http://www.wsdot.wa.gov/Consulting/submittalinformationpack.htm. (Select either the Package for Prime Consultants or Sub Consultants.) The standard agreement was developed to allow the Local Agency to select the appropriate exhibits and assemble them into a complete agreement package for all types of consulting work. The agreement completion date (expiration date) shall be established based on the project schedule. The agreement completion date establishes the last possible date the consultant may work, and be paid for that work, utilizing federal funds. Any work performed after expiration of the agreement will be considered non-federally participating. It is of the utmost importance that the Agency monitor the project completion date and extend the date by supplemental agreement, if appropriate, prior to the completion date.

The time period for completion of the agreement is dependent upon the complexity of the project's scope of work. The duration may vary from two years for a relatively simple project, to six or more years for a complex project having multiple phases of work.

**.41 Exhibits.** Exhibits for the Standard Agreement are provided (see Appendix 31.99). The various payment methods require their own exhibits. Examples of types of work for each agreement payment type have already been discussed under Section 31.32, "Agreement Types/Payment Options." Most exhibits are common to any agreement; others require selection by the person creating the standard agreement.

**.42 Supplements to the Agreements.** An agreement shall be supplemented in writing when work that falls outside the scope of the original agreement is requested, when supplemental language to the standard agreement is desired, or when there is a need for time extension or wage adjustment. This may be done by a supplemental agreement only when the agreement completion date has not expired. (See Appendix 31.911, WSDOT Form 140-063 EF.) The work in the supplement must have been included in the advertisement for consultant services regarding the original agreement.

The supplemental agreement should include:

1. A statement that the original agreement will be supplemented to add/change/amend conditions;
2. A scope of work described in sufficient detail to clearly outline what additional work the consultant is to do or what changes are authorized to the existing scope;

3. The method of payment—i.e., cost-plus-fixed-fee, specified hourly rate, daily rate, and any indirect cost. (Note: Always include a maximum amount payable.) Section V of the original agreement should be reviewed prior to negotiating any supplements;
4. A specific time for beginning/continuing work under the supplement and completing the project in calendar days or day and month of the year;
5. A summary of the estimated costs of the original agreement plus those of the supplement(s);
6. Provisions that give both parties of the agreement the authority to act; and
7. Specific rates of pay shall be established for the supplemental agreement in the same manner as described in Section 31.32 Agreement Types/ Payment Options, Sub-Part d, Specific Rates of Pay.

**.43 Patent or Royalty Rights.** Agreements that involve research, developmental, experimental, or demonstration work may include patent or royalty rights. In this case, the Standard Agreement should be supplemented by adding the appropriate language to account for this. The Region Local Programs Engineer is to be contacted for assistance in developing these supplemental agreements.

**.44 Risk Management and Added Insurance Requirements.** The Agency may change Section XIII of the Standard Agreement to reduce the requirement for the Consultant Professional Liability from one million dollars to the amount of the Agreement; whichever is the lesser of the two. This should be done for work that involves minimal risk, such as studies. For many consultant firms, covering the one million dollar liability would be an added cost to their overhead or directly to the project.

In the event the Agency determines that added liabilities or an insurance policy are warranted beyond the amount allowed in the Standard Agreement, they should negotiate this with the Consultant after the selection process is complete. This ensures that engineering qualifications, rather than the ability to obtain insurance, is the criteria for selection.

The Agency will determine the sufficiency of insurance normally provided within the consultant's overhead costs, and will identify the costs beyond that amount on Exhibit L. This exhibit is not needed if the standard agreement provisions are used. These costs will be considered direct project costs, and will not be billed to an FHWA funded project. In the event that Exhibit L is warranted, it should be sent with the risk analysis to the Region Local Programs Engineer for approval, who will forward it to Headquarters for review, prior to execution by the Agency and the consultant.

The Agency risk analysis should show that the work warrants this added cost and that consideration has been given to less costly solutions, including assuming the risk; insuring the risk outside of the agreement as an Agency cost; or adding a third tier of engineering overview to check the work.

To calculate the risk requires an ability to judge the likely amount of a jury's award if liability is determined. A suggested method is to determine the number of comparative cases presently existing within this state and to develop the probabilities based upon historic awards.

## 31.5 Audit Requirements

A Pre-Award Audit is no longer required. The Agency is now to negotiate the consultant's fee using the audited overhead rate for the consulting firm obtained from WSDOT's Audit Office, the Payroll Register of the firm, and the calculation of the consultant's profit/fixed fee, or percentage, to validate and negotiate financial information supplied by a consultant in a cost proposal. (See 31.3 Negotiations with the Selected Firm.) The consultant is to also be aware of FHWA's cost eligibility and documentation requirements of 49 CFR 18.

If the Agency has questions about the information provided, it may request a Pre-Award Audit. In the event a project must begin before an audit can be completed, provisional wages based on industry standards may be paid through completion of the audit with wage adjustments made in a supplemental agreement. If the Local Agency requests a Pre-Award Audit, the Local Agency Agreement should anticipate a charge averaging $5,000 for these costs.

WSDOT and/or FHWA may at their discretion require an intermediate or post audit for any project exceeding $100,000. The Agency, WSDOT External Audit Office, or FHWA will determine the need for either of these.

## 31.6 Oversight of the Agreement and Project Closure

The Local Agency shall assign one of its personnel as project administrator to work with the consultant. The project administrator's responsibilities are to:

1. Prepare supplements to existing agreements for services beyond the scope of the original agreement and include the Agency's independent estimate of the costs for the work involved;
2. Ensure that no work is done or costs incurred until the agreements and supplements are approved by the approving authority and executed by the proper parties;
3. Conduct regular meetings with the consultant to track progress and identify potential concerns;
4. Act as a liaison between the Agency and the consultant to assure compliance with the terms of the agreement, including OEO provisions and the use of mandatory forms;
5. Monitor the consultant's progress reports to ensure that problem areas are reported and corrective action taken;

6. Make sure that all work is within the agreement's scope of work;
7. Establish controls to monitor the time for completion of the agreement to ensure that the specified time limitations are not exceeded;
8. Ensure the accuracy of bills presented by the consultant and their consistency with the work performed;
9. Maintain cumulative cost records to assure that costs are allowable, allocable, and reasonable. Track bills to ensure compliance with agreement and fixed fees. (See Appendix 31.912 "Sample Invoice Tracking Sheet");
10. Establish controls to prevent overpayment of the agreement and fixed fees; and
11. Ensure that all terms and conditions of the agreement have been met prior to final release of the consultant.

**.61 Invoicing.** The invoice will include the following:

1. By name, all employees that worked on the project during the billing period;
2. The classification of each employee, the hours worked, the actual hourly payroll rate, and the total wages paid; and
3. Direct non-salary costs. Non-salary costs should be supported for auditing purposes by copies of the invoice or billing instruments the consultant received for payment. Either the consultant or the Agency may retain these copies.

The Local Agency may disallow all or part of a claimed cost, which is not adequately supported by documentation.

**.62 Documentation.** Original documents may include but are not limited to signed time sheets, invoices, payroll records, rental slips, and gasoline tickets that support the costs billed to WSDOT. The consultant is responsible to account for costs and for maintaining records, including supporting documentation adequate to demonstrate that costs claimed have been incurred, are allocable to the agreement, and comply with Part 31 of CFR 48. Time sheets should document hours worked, the billing rate of pay, and must be signed by the supervisor or his designee and the employee. Records will be retained for a period of three years after receipt of final payment.

**.63 Closure.** Upon completion of the work under the consultant agreement, the Agency will ensure that all terms and conditions of the agreement have been complied with and that all services to be performed under the agreement have been completed prior to final release of the consultant. The Local Agency should evaluate the consultant's performance and retain this in their records, (see Appendix 31.913).

## 31.7 Appendices

31.91 Sample Personal Services Contract for Appraiser

31.92 Sample Consultant Agreement for Negotiation Services

31.93 Information Required in Agreements for Non-CA Agencies

31.94 Sample Advertisement

31.94(a) Submittal Information Form (Prime)

31.94(b) Submittal Information Form (Sub-consultant)

31.95 Request for Sole Source Consultant Services

31.96 Independent Estimate for Consulting Services

31.97 Consultant Fee Calculation Worksheet

31.98 Sample Record of Negotiations

31.99 Local Agency Standard Consultant Agreement, includes Exhibits A-1 Scope of Work, A-2 Task Order Assignment, B-1 DBE Utilization Certification, C Electronic Exchange of Engineering and Other Data, D-1 Lump Sum Payment, D-2 Cost Plus Fixed Fee Payment, D-3 Negotiated Hourly Rate Payment, D-4 Provisional Hourly Rate Payment, E-1 Consultant Fee Determination Sheet—Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work, E-2 Consultant Fee Determination Worksheet—Specific Rates of Pay, F Breakdown of Overhead Cost, G Subcontracted Work, G-1 Subconsultant Fee determination Worksheet, G-2 Breakdown of Subconsultants Overhead Cost, H Title VI Assurances, I Payment Upon Termination of Agreement, J Alleged Consultant Design Error Procedures, K Consultant Claim Procedures, L Supplemental Language for Insurance Requirements, M-1(a) Certification of Consultant, M-1(b) Certification of Agency Official, M-2 Debarment Certification, M-3 Federal Fund Restrictions, M-4 Current Cost or Pricing Data

31.910 Supplemental Signature Page for Standard Consultant Agreement

31.911 Supplemental Agreement

31.912 Sample Invoice Tracking Sheet

31.913 WSDOT Performance Evaluation Consultant Services

## PERSONAL SERVICES CONTRACT

It is mutually agreed between the Washington State Department of Transportation, hereinafter referred to as the "Department," and the undersigned, hereinafter referred to as the "Contractor," that:

1. The Contractor shall provide the services specified in Section 18 of this contract. The Contractor shall not be entitled to compensation for the services rendered under the terms of this contract unless and until the services are satisfactory to the Department. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the contract on the part of the Contractor; and/or compensation due the Contractor shall be decided by the Chief Right of Way Agent, Department of Transportation. All reports called for under the terms of this contract shall become the property of and shall be retained by the Department.
2. The Department shall have the right to cancel services under the terms of this contract by giving notice by certified mail to the Contractor, and shall be liable for services at the rates specified herein, less any prior interim payments only to the date of receipt of such notice by the Contractor. Upon payment of such sums, the Department shall be discharged from all liability to the Contractor and this contract shall be terminated.
3. If, due to the Contractor's error or oversight, corrections to the services contracted for herein are necessary, the Contractor will make such corrections at no additional cost to the Department and will submit such corrections to the Department within ten (10) days of receipt of the Department's request.
4. The services to be furnished under the terms of this contract shall be performed by the Contractor and the Contractor's bona fide employees, and shall not be delegated or subcontracted to any other person or firm.
5. The Contractor warrants that it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this contract; and that it has not paid or agreed to pay to any company, person or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract
6. During the performance of this contract, the Contractor, for itself, its assigns and successors in interest, agrees as follows:
   a. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. The Contractor shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any regulations adopted thereto.
   b. NONDISCRIMINATION: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
   c. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the above grounds
   d. INFORMATION AND REPORTS: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, or other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, directives, or laws. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
   e. SANCTIONS FOR NONCOMPLIANCE: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate Including but not limited to:
      (1) withholding of payments to the contract until the contractor complies, and/or
      (2) cancellation, termination or suspension of the contract, in whole or in part
   f. INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraphs a through e in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration

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may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor warrants that, if it is fully or partially employed by any public agency other than the Department, its acceptance of this contract is with the consent of such agency; that the Contractor shall spend no time in the performance required in this contract during which time the Contractor would normally be employed and paid by such agency; and that the acceptance of this contract will not interfere with any obligations the Contractor may have to such agency.
8. The Contractor agrees to indemnify, defend and hold the State and its officers and employees harmless from and shall process and defend all its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Contractor's and/or its subcontractor's performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Contractor to indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the conduct of the State, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees and (b) the State, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
9. The Contractor agrees that any duly authorized representative of the Department or of the Federal Highway Administration in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the Contractor involving the services provided under the terms of this contract at any time during normal business hours during the life of this contract and for three years after the date of the final payment under this contract.
10. The Department is contracting for the Contractor's independent performance of the specified services. Should the Department employ another contractor to perform the same services, the Contractor shall not discuss or otherwise exchange information with such other contractor.
11. The Contractor will not commence work under this contract, or any revision thereto, until a commencement date is provided in writing by the Department. Billings for services performed prior to the said commencement date will not be honored.
12. In the performance of the services under this contract, the Contractor shall comply with all applicable Departmental regulations, State and Federal laws, regulations and procedures.
13. The Contractor shall remove any employee from assignment to perform services under this contract immediately upon receipt of written request to do so from the Department's Chief Right of Way Agent.
14. The Contractor shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the Department free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
15. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this contract as to all the Contractor's employees, and as to all the duties, activities, and requirements of the Contractor in the performance of this contract.
16. Upon completion or termination of this contract, the Contractor shall turn over all documents, records and file materials to the Department
17. The services required under this contract are in connection with the following project:
    Project No.: _____ ; Title: _____

    Federal Aid No.: _____; Charge No.: _____
18. The Contractor shall provide the following described services under the terms of this contract:

19. The Contractor shall be paid _____ dollars ($ _____ ) for all services and expenses under this contract; provided that the total reimbursement under this contract shall not exceed _____ dollars ($_____ ). Such payment shall include all the Contractor's expenses in the performance of this contract unless otherwise specified in Section 25. The Contractor's invoice shall include: the project title, parcel numbers, description of the service rendered, the number of days or partial days allocable to each parcel, and the dates worked.
20. The project for which the services of the Contractor are required may involve litigation of claims against or brought by the State. All work performed by the Contractor is strictly confidential. No disclosure of the work performed by the Contractor shall be permitted without the prior express consent of the Department. The services to be performed

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under this contract do not include services as an expert witness; in the event of the commencement of litigation, services as an expert witness would be the subject of a separate agreement.

21. The Contractor shall satisfactorily complete the services contracted for herein on or before _____ On said date this contract shall terminate. Billings for services performed after the said termination date will not be honored.
22. Revisions to this contract may be made only by the mutual agreement of both parties to this contract to execute a Contract Revision.
23. To assist the Contractor in fulfilling the termination of this contract, the Department will furnish the following:

24. The Appraisal Program Manager, Joseph H. Granger, (206)753-6239, will supervise the performance of this contract and is the Contractor's contact with the Department in all matters pertaining to this contract.
25. Special provisions:

26. This Personal Service Contract is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Secretary of Transportation or his duly authorized representative.

Dated this _____ day of _____

Approved as to form:

/S/ 10-26-81
Assistant Attorney General, Date

Contract proposed by:

_____
Appraisal Program Manager,WSDOT Date

Accepted and Approved:
**WASHINGTON STATE**
**DEPARTMENT OF TRANSPORTATION**

_____
By

_____
Title

_____
Date

**CONTRACTOR**

_____
By

_____
Title

_____
Typed Name

_____
Address

_____

_____

_____
Phone Tax ID Number

_____
Contract Number

Federal Aid No._____

CONSULTANT AGREEMENT FOR NEGOTIATION SERVICES

THIS AGREEMENT, made and entered into on this _____ day of _____, 198____, by and between the CITY/COUNTY of _____, WASHINGTON, hereinafter called the "AGENCY," and the consulting firm of _____ _____ whose address is _____, the location in Washington State at which work will be available for inspection, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY has not sufficient qualified employees to accomplish the Right-of-Way Acquisition and Relocation Services on this proposed contract and the AGENCY deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting firm to provide the necessary acquisition services, and

WHEREAS, the CONSULTANT has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth herein.

NOT, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

I PROJECT IDENTIFICATION

The project is entitled: _____ _____ The property is located in _____ (Section, Township, and Range). The project consists of _____ parcel(s) of real property to be acquired for highway purposes, and as shown on the AGENCY right-of-way plans which is made reference to and made a part of this contract.

II SCOPE OF WORK

The CONSULTANT shall acquire on behalf of the AGENCY the real property referenced in Section I of this Agreement, using procedures specified by the AGENCY and in accordance with the Washington State Department of Transportation *Right-of-Way Manual*, which by this reference is made a part of this Agreement.

The service rendered by the CONSULTANT shall be as follows:

A. APPRAISAL:

The CONSULTANT shall furnish appraisals on all parcels in the project to the AGENCY. The AGENCY shall provide for appraisal review. The appraisals will conform to the form shown in LOCAL AGENCY GUIDELINES MANUAL, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION which by reference is made a part of this Agreement.

(If appraisal is not to be included in Agreement, then strike out.)

B. ACQUISITION:

Upon notification and receipt of Determination of Value from the AGENCY, the CONSULTANT will commence negotiations. If it becomes apparent that negotiations have reached an impasse

and sufficient time has passed for the property owner to make a settlement decision, then the CONSULTANT shall provide the AGENCY with written notification. The filing of condemnation proceedings shall be the responsibility of the AGENCY.

Upon completion of negotiations with property owners and clearing of all lien encumbrances, the CONSULTANT shall transmit to the AGENCY all instruments, including payment vouchers, for their acceptance or rejection. The recording of instruments and payment to property owner will be the responsibility of the AGENCY.

C. RELOCATION ASSISTANCE:

The Contractor will provide relocation assistance services to all displacees on the project in accordance with state and federal standards, and as directed by the County.

## III OBLIGATIONS OF CONSULTANT

A. CONSULTANT shall prepare all documents necessary to convey to the AGENCY, valid title to the needed rights-of-way and report the results of negotiations, working time, and business expense on the project.

B. CONSULTANT shall assure that no less than three personal contacts are made with each interested party (owner) in order to acquire valid title to needed property rights as shown on the project map or as instructed in writing by the AGENCY.

C. CONSULTANT shall on the first (but no later than the second) contact explain the AGENCY's offer orally and in writing and request execution of appropriate conveyance by the owner to the AGENCY of needed rights-of-way in consideration of the amount of the offer made.

D. CONSULTANT shall assure that negotiations shall be performed only to the limit of authority delineated by the title reports, project maps, determination of fair market value, manual of procedures, acquisition schedule, or written instructions issued by the AGENCY.

E. CONSULTANT shall assure that a complete, legible diary of each contact to include the time, place, amount of offer, to whom offer was made, all parties present, and owner's response in a form furnished by the AGENCY and to be returned to the AGENCY for permanent records.

F. CONSULTANT shall attempt to obtain release of all liens of encumbrances necessary to vest valid title to required property rights in the AGENCY, however, such liens or encumbrances that cannot be released, the CONSULTANT shall notify the AGENCY in writing for instructions.

G. CONSULTANT on or before project cut-off date shall furnish transmittal of diary, miscellaneous correspondence, vouchers, and valid conveyances pursuant to all negotiated transactions or written recommendations pursuant to future negotiations in those cases where settlement failed. All work shall be submitted as completed to the AGENCY for acceptance or rejections.

H. CONSULTANT shall provide relocation assistance to persons or businesses that will be displaced, computing relocation benefits, monitoring progress of individual relocations, and work within the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act.

I. CONSULTANT shall work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

J. CONSULTANT shall abide by decisions made by the AGENCY on questions concerning acceptability of work performed on the project. All decisions made by the AGENCY are final.

K. CONSULTANT shall correct any deficient work performed by him or his employees on the project and deliver corrected work to the AGENCY at his own expense. Corrected work shall be delivered to the AGENCY within _____ days from the date of request.

L. CONSULTANT shall remove any employee from assignment to this project immediately upon written request by the AGENCY.

M. The CONSULTANT agrees to make available for inspection and audit all records of this Agreement to the AGENCY, state, and federal governments at any time during the term of this Agreement and for a period of three years from the date of final payment.

N. CONSULTANT shall be available for consultation with AGENCY, state, and federal representatives after completion of this Agreement should the need arise.

Note: Either of the following two (2) sentences should be added:

1. Said consultation shall be a part of this Agreement if it has to do with explanation of costs and settlement and be of no further cost to the AGENCY.

2. Said consultation shall be contracted for by separate agreement if it involves litigation.

Note: If appraisals are being subcontracted for then, agreement should state the name and address of firm or individual, amount of contract, and show amount (charge) for each parcel.

## IV OBLIGATIONS OF AGENCY

A. AGENCY shall furnish applicable manuals of procedures, appropriate policy directives concerning procedures or expense reimbursement, deviating instructions in writing, acquisition schedule, title reports, appraisals, determinations of fair market value, project maps, engineering data, all printed forms for conveyancing or reporting negotiated transactions or recommendations according to AGENCY procedures.

(If any of the above are to be part of CONSULTANTS obligations then remove.)

B. The AGENCY shall furnish final decisions in writing on questions not covered by the above material.

C. The AGENCY shall review and accept (approved) or reject any work performed by the CONSULTANT on the project in ten (10) days or less from the date of receipt by the AGENCY.

D. The AGENCY shall provide the following for use by the CONSULTANT in the acquisition of rights-of-way for this project:

1. Office spaces.

2. Telephone.

3. Typing and duplicating equipment.

4. Stationery.

5. Postage.

(The above paragraph may not be included; if so, remove.)

## V COMPENSATION

A. The CONSULTANT shall be paid on a (day/mo) basis for work satisfactorily completed based upon the following specified rates and such rates will be applicable throughout the life of the Agreement.

| | |
|---|---|
| Project Manager | $_____ per (hr/day/month) |
| Negotiator (acquisition agent) | $_____ per (hr/day/month) |
| Appraiser<br>(eliminate appraiser if not part of agreement) | $_____ per parcel |
| Relocation Agent | $_____ per (hr/day/month) |
| Meals and Lodging<br>per diem expense. | Actual expense not to exceed State of Washington's |
| Travel | As authorized by Agency in writing. |

Mileage (automobile) $_____ per mile for on job costs

Miscellaneous Actual expense, such as parking, ferry charges, photo copy costs, long distance phone costs, etc.

B. The CONSULTANT shall on or before the _____ day of each month, invoice the AGENCY for services rendered during the previous month identifying the project, parcels worked on, and days worked. CONSULTANT will also provide a written progress report on this project on a monthly basis.

C. The total reimbursement of compensation and expenses for services under provisions of this Agreement is estimated to be: $_____. The amount shall not be exceeded without execution of an amendment to this Agreement.

Reimbursement is based on the following:

| | |
|---|---|
| Photographs | $_____ |
| Research Property Owners Address | $_____ |
| Prepare and Mail Preacquisition Letters | $_____ |
| Prepare and Deliver Formal Offer Letters | $_____ |
| Prepare Legal Descriptions | $_____ |
| Negotiation Labor | $_____ |
| Appraisal | $_____ |
| Relocation Services | $_____ |
| Processing | $_____ |
| Prepare Conveyance Documents | $_____ |
| Misc. Meetings and Progress Reports | $_____ |
| TOTAL | $_____ |

(Portions not needed should be eliminated.)

## VI TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the AGENCY. The time required, in calendar days, for completion of all work under this Agreement shall be _____ days following written authorization to begin.

Established completion time shall not be extended because of any unwarranted delays attributable to the CONSULTANT, but may be extended by the AGENCY or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the CONSULTANT.

B. Upon completion of this Agreement all documents and records shall be turned over to the AGENCY.

## VII AMENDMENTS AND REVISIONS

Should the AGENCY make changes within the scope of this Agreement by giving notice to CONSULTANT and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this Agreement, an appropriate adjustment shall be made. No change by CONSULTANT shall be recognized without written approval by the AGENCY. Nothing in this article shall excuse CONSULTANT from proceeding with performance of the Agreement as changed hereunder. All changes shall be submitted as an amendment to the basic Agreement and approved by the State of Washington, Department of Transportation, before the work is undertaken in order to become eligible for federal participation.

## VIII ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement in whole or in part, nor shall CONSULTANT subcontract any of the work to be performed herein without the prior written consent of the AGENCY.

## IX TERMINATION OF CONTRACT

A. Agency may terminate this contract by notifying CONSULTANT _____ days in advance of termination in writing by Certified Mail of its intentions so to do at any time and for any reason whatsoever. In the event of such termination, AGENCY shall be obligated to reimburse CONSULTANT for services performed and expenses incurred to date of termination at the rates set forth under Articles _____ and _____ herein, less prior interim payments, if any. Upon payment of such sums, AGENCY shall be discharged from all liability to the CONSULTANT hereunder and this Agreement shall be considered terminated unless extended in writing by mutual agreement between the parties hereto.

B. Upon termination of contract under Paragraph A above, all documents, records, and file materials shall be turned over to the AGENCY by the CONSULTANT.

C. All services to be rendered under this contract shall be subject to direction and approval of the AGENCY.

## X EMPLOYMENT

The CONSULTANT warrants that he had not employed or retained any company or person, other than a bona fide employe working solely for the CONSULTANT, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT, while engaged in the performance of any work or services required by the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the AGENCY and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part-time basis, or other basis, during the period of the Agreement, any professional or technical personnel who are, or have been at any time during the period of this Agreement, in the employ of the FHWA, state, or AGENCY, except regularly retired employees, without written consent of the public employer of such person.

If during the time period of this Agreement, the CONSULTANT finds it necessary to increase his professional, technical, or clerical staff as a result of this work, he will actively solicit minorities through his advertisement and interview process.

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest, hereinafter referred to as the CONSULTANT, agrees as follows:

A. COMPLIANCE WITH REGULATIONS: The CONSULTANT will comply with the regulation of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.

B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it, will not discriminate on the grounds of race, religion, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix A-11 of the Regulations.

C. SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, national origin, or sex.

D. INFORMATION AND REPORTS: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instruction issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required by a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY or the FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the discrimination provisions of this contract, the AGENCY shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

2. Cancellation, termination, or suspension of the contract in whole or part.

F. INCORPORATION OF PROVISIONS: The CONSULTANT will include the provisions of paragraph (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the AGENCY or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## XI INSURANCE

Prior to beginning work under this Agreement, CONSULTANT shall provide evidence that policies providing the following coverage and limits of insurance are in full force and effect.

1. GENERAL COMPREHENSIVE LIABILITY: With respect to liability for injuries to or death of persons and with respect to liability for destruction of or damage to property, the insurance coverage shall be $500,000 combined single limit and such coverage shall include the special provisions listed below:

   a. The AGENCY shall be as an additional insured and the coverage shall be applicable to and protect the AGENCY from liability arising from or relating to CONSULTANT's activities relating to this Agreement. Such insurance shall be primary and other insurance maintained or carried by the

AGENCY shall be separate and distinct and shall not be contributing with the insurance listed hereunder.

b. Such insurance shall include a "Cross Liability" or "Severability of Interest" clause.

c. Such insurance shall not include explosion, collapse, or underground exclusions commonly referred to as the "XCU" hazards.

2. AUTOMOBILE COMPREHENSIVE LIABILITY: With respect to liability for injury to or death of persons and with respect to liability for destruction of or damage to property, the AGENCY shall be insured and the insurance coverage shall be $500,000 combined single limit. Such insurance shall be primary and other insurance maintained or carried by the AGENCY shall be separate and distinct and shall not be contributing with the insurance listed hereunder.

Failure of either or all of the insured to report a claim under such insurance shall not prejudice the rights of the AGENCY thereunder. The AGENCY will have no obligation for the payments of premiums because of its being an insured under such insurance. None of the policies issued pursuant to the requirements contained herein shall be cancelled, allowed to expire, or changed in any manner so as to affect the rights of the AGENCY thereunder until thirty (30) days after written notice of such intended cancellation, expiration, or change.

## XII WAGE AND HOURS LAW COMPLIANCE

CONSULTANT shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the AGENCY free, clear, and harmless from all actions, claims, and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

## XIII SOCIAL SECURITY AND OTHER TAXES

CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fee, licenses, excises, or payments required by any city, county, federal, or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the CONSULTANT and as to all duties, activities, and requirements by the CONSULTANT in performance of the work on this project and under this contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

## XIV DAMAGE CLAIMS

CONSULTANT shall indemnify and hold harmless the AGENCY from and against all claims for any and all damage, including but not limited to claims for damage to property or claims of misrepresentation in negotiations, due to negligence of the CONSULTANT or its employees including court costs and attorney's fees, if any.

## XV CONTENT AND UNDERSTANDING

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiation whether oral or written not set forth herein or in written amendments hereto duly executed by both parties.

## XVI ATTORNEY'S FEES

If the AGENCY brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CONSULTANT, declaratory or otherwise, arising out of this Agreement or if CONSULTANT brings any action or suit against the AGENCY, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid it reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

## XVII INDEPENDENT CONTRACTOR

The CONSULTANT shall at all times be an independent contractor and not an employee of the AGENCY, and shall not be entitled to compensation or benefits of any kind except as specifically provided for herein.

## XVIII NOTICES

Any notice given by either party to the other hereunder shall be served, if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Agreement. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

## XIX CONFLICT OF INTEREST

The CONSULTANT hereby affirms that he has no present or contemplated future personal interest in the property, which is the subject matter of this Agreement.

## XX GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington.

## XXI AUTHORIZED REPRESENTATIVE

In performing the services defined herein, CONSULTANT shall report to:

Telephone Number
CONSULTANT's Representative is:
Telephone Number

XXII APPROVAL OF AGREEMENT

This Agreement shall become effective upon execution by the parties hereto.

| | |
|---|---|
| _____ | _____ |
| (Consultant's Name) | (Agency) |
| By: _____ | By: _____ |
| (Title) | (Title) |
| APPROVED FOR USE: | APPROVED AS TO FORM: |
| _____ | _____ |
| Director of Real Estate Services<br>Washington State Department<br>of Transportation | (Agency Title) |

The following information must be included in agreements between non CA agencies and the consultant and is subject to approval by H&LP prior to execution:

1. Project location and termini.
2. A description of the work in sufficient detail so that an estimate of cost can be reasonably checked against the work.
3. An estimate of the total project cost.

   Note: The above items are found in the Project Prospectus (Chapter 21).
4. A statement that the agency "does not have adequate qualified personnel to perform the additional work within the time limit."
5. The approximate number of calendar days required by the consultant to do the work.
6. A supporting estimate showing the breakdown of work, including work-hours and average rate per work-hour, overhead and profit, and direct non-salary items that may be used during the life of the contract. This estimate should be itemized so that the selected consultant may fill out a similar estimate. Separate phases of work (i.e., preliminary engineering, construction engineering) shall be shown separately.

   The estimate must be prepared using WSDOT Form 140-012, "Independent Estimate for Consulting Services" (see Forms). Show the date prepared and the signature of the person preparing the estimate. The estimate must be prepared prior to any negotiation with a consultant. The person preparing the estimate must be an agency employee or another consultant.
7. The selection procedures used in making their decision.

AGENCY NAME NOTICE TO CONSULTANTS FOR

PROJECT NAME

The AGENCY NAME solicits interest from consulting firms with expertise in Civil and Structural Design. Consultants will be considered for the following project.

**PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of preparing preliminary engineering and PS&E for improvement of 36th Street East to Jovita Boulevard East. The proposed improvements include widening the road to accommodate four lanes of traffic, improving intersection radii, increasing left turn storage, revisions to existing signal systems in order to accommodate the proposed improvements, and construction of retaining walls to provide for roadway widening. The major features of the project are as follows:

- Approximately 1.74 miles of widening for two additional lanes.
- Improving intersection radii to meet design standards.
- Environmental planning and preparation of permit applications.
- Signal modifications and design.
- Structural design for retaining walls and culvert extensions/replacements.
- Determination of R/W needs and R/W plan preparation.
- A partnering effort is possible to assist with short project schedule, coordination of management, decision-making, and interaction with the (Agency name) regarding structural issues and reviews.

**SUBMITT**AL

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

Submittals will be evaluated and ranked based on the following criteria:

1) Key personnel; 2) Firm experience with PS&E; 3) Firm experience with environmental planning and permitting process; 4) Ability to meet schedule; 5) Approach to project; 6) Familiarity with relevant codes and standards; 7) Past performance/references; 8) Ability to provide M/WBE participation.

**Double rating will be given to criteria #2.**

AGENCY NAME encourages disadvantaged, minority, and women-owned consultant firms to respond.

Please submit FOUR copies of your Statement of Qualifications to: Director of Services Consultant Agency Name, Address, and Contact Person by April 7, 2002 not later than 10:00 AM. No submittals will be accepted after that date and time. Any questions regarding this project should be directed to Director of Consultant Services, at Agency Phone

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling collect (Alternate format Phone) dates of Publication: February 15, 1999 and February 22, 1999.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

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

# Submittal Information Form

| Project Name or Roster Category: |
|---|

## Prime

| | | | |
|---|---|---|---|
| Firm Name: | | | |
| Address: | | | |
| City: | State: | Zip Code: | County: |
| Phone: | Fax: | Company Web Site: | |
| Fed. Tax ID Number: | Unified Business Identifier Number: | D/M/WBE Certification Number: | |
| Year Firm Established: | SIC Code (Name): | NAICS Code (Name): | |
| Contact Person Regarding This Submittal's Information: | | | |

Firm Type:

[ ] Sole Proprietor [ ] Partnership [ ] C – Corp. [ ] Limited Partnership [ ] Subchapter S Corp. [ ] Limited Liability Company

Annual Gross Receipt:

[ ] $0 to $1 Million [ ] $1 Million to $5 Million [ ] $5 Million to $10 Million [ ] $10 Million to $15 Million [ ] Over $15 Million

| Firms Areas of Expertise: |
|---|

***Note:***

**Firm Name**: Please ensure that the firm name listed is the same firm name that is legally assigned to the federal tax ID number. Please do not use: DBA's – Doing Business As; Combination names when two firms are working together; derivatives of your legal name; Acronyms; etc.

**Unified Business Identifier (UBI) Number**: If your firm does not have a UBI number for Washington State, please put pending in the box. You will be required to acquire a UBI Number if you are awarded the contract.

# Submittal Information Form

| Project Name or Roster Category: |
|---|

## Sub-consultant

| | | | |
|---|---|---|---|
| Firm Name: | | | |
| Address: | | | |
| City: | State: | Zip Code: | County: |
| Phone: | Fax: | Company Web Site: | |
| Fed. Tax ID Number: | Unified Business Identifier Number: | D/M/WBE Certification Number: | |
| Year Firm Established: | SIC Code (Name): | NAICS Code (Name): | |
| Contact Person Regarding This Submittal's Information: | | | |

Firm Type:

[ ] Sole Proprietor [ ] Partnership [ ] C – Corp. [ ] Limited Partnership [ ] Subchapter S Corp. [ ] Limited Liability Company

Annual Gross Receipt:

[ ] $0 to $1 Million [ ] $1 Million to $5 Million [ ] $5 Million to $10 Million [ ] $10 Million to $15 Million [ ] Over $15 Million

| Firms Areas of Expertise: |
|---|

***Note:***

**Firm Name**: Please ensure that the firm name listed is the same firm name that is legally assigned to the federal tax ID number. Please do not use: DBA's – Doing Business As; Combination names when two firms are working together; derivatives of your legal name; Acronyms; etc.

**Unified Business Identifier (UBI) Number**: If your firm does not have a UBI number for Washington State, please put pending in the box. You will be required to acquire a UBI Number if you are awarded the contract.

**Checklist for Submitting a Request for Sole Source Consulting Services**

**(Adapted in part from a WSDOT Memorandum: Request for Consultant Services, A&E Services Project Specific Sole Source)**

The following checklist must be provided with requests to use sole source consultant services, rather than competitive bid procedures, on a project:

Agency: _____Date: _____

Project Title: _____ Federal-Aid Number _____

**A. Checklist for a Supplement to an Existing Agreement**

Description of the Existing Project:

| Initials | Date or N/A__ | Checklist Items for a Supplement to an Existing Agreement |
|---|---|---|
| _____ | _____ | Date the project was originally advertised. |
| _____ | _____ | Date the original Agreement was executed. |
| _____ | _____ | Completion date of the original Agreement. |
| _____ | _____ | Total dollar amount of the original Agreement _____ |
| _____ | _____ | Date Supplemental Agreement Number 1 was executed. |
| _____ | _____ | Completion date of Supplemental Agreement Number 1. |
| _____ | _____ | Total dollar amount of Supplemental Agreement Number 1 |
| _____ | _____ | Describe the reason(s) for Supplemental Agreement Number 1: |

*(Note: Using an electronic form of this checklist, provide the above information for each existing Supplemental Agreement, numbering the Supplements sequentially.)*

**B. Checklist for Both a New Agreement and Supplement to an Existing Agreement**

| Initials | Date or N/A__ | Checklist Items – New and Supplements to Agreements |
|---|---|---|
| _____ | _____ | Describe the proposed project for the Sole Source Agreement: |
| _____ | _____ | State the specific intended purpose of the Agreement and describe the services and/or deliverables that are needed: (Note: If two or more phases of work are anticipated, describe each phase separately.) |
| _____ | _____ | Date that the sole source consulting services are desired. |
| _____ | _____ | Duration of work/phase 1 of work _____ *(Repeat this line for each phase of work, numbering them sequentially.)* |
| _____ | _____ | Describe the funding sources of the project (including participation percentages): |
| _____ | _____ | Provide the estimated cost of the services that will be performed by the sole source consultant _____ |
| _____ | _____ | Provide the estimated cost of services to be provided by a subconsultant _____ |
| _____ | _____ | Describe the work to be performed by a subconsultant: |

*(Note: Provide the above information for each subconsultant.)*

| Initials | Date or N/A__ | Checklist Item |
|---|---|---|
| _____ | _____ | Provide justification for the use of sole source consultant services (i.e., how it was determined that competitive procurement is not appropriate for this project) by giving an explanation to the items listed below: |
| _____ | _____ | Describe the unique nature of the services and/or the unique qualifications, abilities or expertise of the consultant to meet the agency's needs (e.g., describe how they are highly specialized or one-of –a-kind, include other factors which may be considered, such as what is their past performance, cost effectiveness [learning curve], and /or the follow-up nature of the required services): |
| _____ | _____ | Describe other special circumstances which may be relevant, such as confidential investigations, copyright restrictions or time constraints. If time constraints are applicable, identify when the agency was on notice of the need for the services and the entity that imposed the constraints, explain the authority (if not obvious) of the entity to impose them, and provide the timelines within which the work must be accomplished. |
| _____ | _____ | Describe the availability of consultants in the location required (e.g., if the proposed consultant is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected): |
| _____ | _____ | Disadvantaged Business Enterprise (DBE) goals may apply on a federally funded project. Explain reason(s) for waiving DBE participation goals: |

AGENCY

Signature of Agency Official Date

RECOMMENDED APPROVAL:

Region Local Programs Engineer Date

APPROVAL:

Highways and Local Programs Date

Washington State Department of Transportation

## Independent Estimate For Consulting Services

| Direct Salary Cost (Composite) : | | | |
|---|---|---|---|
| Breakdown Of Work | Manhours | Average Rate Of Pay | Estimated Cost |
| | | | |
| **Totals** | | | |

**Overhead Cost (including payroll additives)** _____ % $ _____

**Net Fee** _____ % $ _____

A. Travel and Per Diem $ _____

B. Reproduction Expenses $ _____

C. Computer Expense $ _____

D. Communication $ _____

E. Sampling and Testing $ _____

F. Outside Consultants $ _____

G. Other (Specify) $ _____

**Total $** _____

Contingencies _____ %

Sub-total $ _____

*Contingencies $ _____

**Grand Total $** _____

* Use only on cost plus net fee type of payment

| Agency | File No. | Project No. |
|---|---|---|
| Project Title | | |
| Estimate Prepared By: (signature) | Date | |

DOT Form 140-012 EF
Revised 9/98

## Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

| Weighted Guidelines | | | |
|---|---|---|---|
| ***Factor*** | ***Rate*** | ***Weight*** | ***Value*** |
| Degree of Risk | 25 | | |
| Relative Difficulty of Work | 20 | | |
| Size of Job | 15 | | |
| Period of Performance | 15 | | |
| Assistance by the Agency | 15 | | |
| Sub-consulting | 10 | | |
| Total | | | |

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicate the fair and reasonable fixed fee and/or profit percentage of the direct (raw) labor costs for the agreement and/or supplement.

***Degree of Risk**:*

Where the design involves no risk or the degree of risk is very small the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than contracts without options for which quantities are provided. Other things to consider: nature of design, responsibility for design reasonableness of negotiated costs, amount, and type of labor included in costs, amount of executive management/principal time required.

### Relative Difficulty of Design

If the design is most difficult and complex, the weighting should be .35 and should be proportionately reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design, what is the time schedule; etc.; and rehabilitation of new work.

### Size of Job

All agreement (estimated) total costs less $100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between $100,000 and $5,000,000 may be proportionately weighted from .34 to .21. Agreements from $5,000,000 to $10,000,000 may be proportionately weighted from .21 to .17 and work in excess of $10,000,000 at .17.

### Period of Performance

Agreements and/or supplements that are 24 months or longer, are to be weighted at .35. Agreements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than two (2) months.

### Assistance by the Agency

To be weighted from .35 in those situations where few items are provided by the agency to .17 in those situations where the agency provides many items. Things to consider: existing design or plans, mapping, quantities, surveys, geotechnical information, etc.

### Sub-consulting

To be weighted in proportion to the amount of sub-consulting. Where 40 percent or more of the design is to be contracted, the weighting is to be .35 and such weighting proportionately decreased to .17 where all the design is performed by the consultant's own forces.

**Note:** If the Federal Highway Administration (FHWA) funds the project, the allowable fixed fee/profit percentage may not exceed 15 percent of direct labor plus overhead costs or the fixed fee/profit percentage may not exceed 35 percent of the project's direct labor costs.

When considered necessary because of unusual circumstances or local conditions, the range of weight may be increased above .35 if supported by adequate justification and approval of Highways and Local Programs.

Name & Job Title: John Doe, PW Contracts Mgr.

_____ (signature)

| Action | Date |
|---|---|
| 1. Consulting firm of Acme Consulting selected. | 2/15/99 |
| 2. Independent cost estimate of $953,000.00 prepared by agency to address the following*:<br>Develop design for Timermann Rd. Realignment from MP 53 to MP 57; including pre-engineering services of biological assessment, & NEPA/SEPA documentation. | 2/25/99 |
| 3. Meeting held with consultant to ensure thorough understanding of the scope of work. | 2/20/99 |
| 4. Consultant provided scope of work; request for proposal solicited. | 2/15/99 |
| 5. Consultant submitted proposal in the amount of $ 1,203,000.00. | 2/27/99 |
| 6. Agency compared proposal with independent estimate and negotiation objectives were established | 3/3/99 |
| 7. Agency negotiator contacted/ met with the consultant and identified the following as items which needed revision (i.e., excessive or insufficient principal/ management involvement, high overhead, \|unallowable costs).<br>** Mark-ups on two subconsultants for environmental work not allowable; overhead rate of 35% too high based on nature of the work and degree of risk; consultant management & principal attendance redundant at meetings; subconsultant time excessive* | 3/5/99 |
| 8. Agency revised detailed cost estimate based on negotiations.** | 3/15/99 |
| 9. Consultant submitted revised proposal with following changes: ** Removed $53,000 in subconsultant mark-ups; overhead rate reduced to 26%; reduced management attendance with principal to 2 meetings.* | 3/20/99 |
| 10. Agency accepted final fee proposal of $1,000,000.00 to address the following:<br>Develop design for Timermann Rd. Realignment from MP 53 to MP 57; including pre-engineering services of biological assessment, and NEPA/SEPA documentation to be completed by Ace Engineering Services as subconsultant.* | 3/23/99 |
| 11. *(or alternately) Agency could not agree to final proposal and notified the consultant in writing of this fact.* | 3/23/99 |

The negotiations were conducted in good faith to ensure the fees were fair and reasonable. The procedures outlined in the LAG manual were followed.

* Additional detail should be expanded upon with documentation.
** These steps should be repeated as often as necessary, with documentation.

*This example has been simplified and does not include the level of detail typically found in a complete record of negotiations.*

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

**Index of Exhibits (Check all that apply):**

- ☐ Exhibit A-1 Scope of Work
- ☐ Exhibit A-2 Task Order Agreement
- ☐ Exhibit B-1 DBE Utilization Certification
- ☐ Exhibit C Electronic Exchange of Data
- ☐ Exhibit D-1 Payment - Lump Sum
- ☐ Exhibit D-2 Payment - Cost Plus
- ☐ Exhibit D-3 Payment - Hourly Rate
- ☐ Exhibit D-4 Payment - Provisional
- ☐ Exhibit E-1 Fee - Lump/Fixed/Unit
- ☐ Exhibit E-2 Fee - Specific Rates
- ☐ Exhibit F Overhead Cost
- ☐ Exhibit G Subcontracted Work
- ☐ Exhibit G-1 Subconsultant Fee
- ☐ Exhibit G-2 Fee-Sub Specific Rates
- ☐ Exhibit G-3 Sub Overhead Cost
- ☐ Exhibit H Title VI Assurances
- ☐ Exhibit I Payment Upon Termination of Agreement
- ☐ Exhibit J Alleged Consultant Design Error Procedures
- ☐ Exhibit K Consultant Claim Procedures
- ☐ Exhibit L Liability Insurance Increase
- ☐ Exhibit M-1a Consultant Certification
- ☐ Exhibit M-1b Agency Official Certification
- ☐ Exhibit M-2 Certification - Primary
- ☐ Exhibit M-3 Lobbying Certification
- ☐ Exhibit M-4 Pricing Data Certification
- ☐ App. 31.910 Supplemental Signature Page

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

DOT Form 140-089 EF
Revised 3/2008

Page 1 of 8

**WITNESSETH THAT**:

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

### IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

### VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

### VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “H” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “H” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit “I” for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.
B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars ($2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars ($1,000,000).
C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### XIV Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

### XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M -2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over $100,000 and Exhibit "M-4" is required only in AGREEMENTS over $500,000.

### XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

### XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency _____

DOT Form 140-089 EF
Revised 3/2008

Page 8 of 8

# Exhibit A-1 Scope of Work

## Exhibit A-1
### Scope of Work

Project No. _____

_____

_____

_____

_____

_____

_____

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### Documents To Be Furnished By The Consultant

_____

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

# *Exhibit A-2 Scope of Work (Task Order Agreement)*

## Exhibit A-2
### Scope of Work
### (Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

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

# Formal Task Assignment Document

## Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

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

# *Exhibit B-1* *Disadvantaged Business Enterprise Utilization Certification*

Washington State Department of Transportation

## Disadvantaged Business Enterprise Utilization Certification

**(Optional - Use only when DBE Consultant is Utilized)**

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number | Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider) | Description of Work | Amount to be Applied Towards Goal ** |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmeti difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail an the total will be revised accordingly.

DOT Form 140-089 EF Exhibit B-1
Revised 7/07

(DOT Form 272-056 EF
Revised 7/07)

# Exhibit C

# Electronic Exchange of Engineering and Other Data

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

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

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

# *Exhibit D-1* *Payment (Lump Sum)*

## Exhibit D-1
## Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

   1. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

DOT Form 140-089 EF Exhibit D-1
Revised 01/09

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

# *Exhibit D-2* *Payment (Cost Plus a Fixed Fee)*

## Exhibit D-2
## Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

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

DOT Form 140-089 EF Exhibit D-2
Revised 6/08

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.

   a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost

   b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable wh the PROJECT.

   c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

   d. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

# Exhibit D-3 Payment (Negotiated Hourly Rate)

## Exhibit D-3
## Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.

   a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."

   b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

   c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

   d. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

DOT Form 140-089 EF Exhibit D-3
Revised 3/09

4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

# Exhibit D-4 Payment (Provisional Hourly Rate)

## Exhibit D-4
## Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

   In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.

   a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."

   b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

   c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

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Revised 6/08

d. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

5. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

# *Exhibit E-1*

# *Consultant Fee Determination Summary Sheet*

## Exhibit E-1
### Consultant Fee Determination - Summary Sheet
### (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

**Project:** _____

**Direct Salary Cost** (DSC)**:**

| Classification | Man Hours | | Rate | = | = Cost |
|---|---|---|---|---|---|
| _____ | _____ | X | _____ | $ | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |

**Total DSC** = $ _____

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

OH Rate x DSC of _____ % x $ _____ _____

**Fixed Fee** (FF)**:**

FF Rate x DSC of _____ % x $ _____ _____

**Reimbursables:**

Itemized _____

**Subconsultant Costs** (See Exhibit G)**:** _____

**Grand Total** _____

Prepared By: _____ Date: _____

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

# Exhibit E-2 Consultant Fee Determination Summary Sheet (Specific Rates of Pay)

## Exhibit E-2
### Consultant Fee Determination - Summary Sheet
### (Specific Rates of Pay)
### Fee Schedule

| Discipline or Job Title | Hourly Rate | Overhead @ _____ % | Profit @ _____ % | Rate Per Hour |
|---|---|---|---|---|
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DOT Form 140-089 EF Exhibit E-2
Revised 6/05

# *Exhibit F* *Breakdown of Overhead Cost*

## Exhibit F
### Breakdown of Overhead Cost

| Account Title | $ Beginning Total | % of Direct Labor |
|---|---|---|
| Direct Labor | | |
| Overhead Expenses: | | |
| FICA | | |
| Unemployment | | |
| Health/Accident Insurance | | |
| Medical Aid & Industrial Insurance | | |
| Holiday/Vacation/Sick Leave | | |
| Commission/Bonus/Pension | | |
| **Total Fringe Benefits** | | |
| General Overhead: | | |
| State B&O Taxes | | |
| Insurance | | |
| Administration & Time Not Assignable | | |
| Printing, Stationery & Supplies | | |
| Professional Services | | |
| Travel Not Assignable | | |
| Telephone & Telegraph Not Assignable | | |
| Fees, Dues & Professional Meetings | | |
| Utilities & Maintenance | | |
| Professional Development | | |
| Rent | | |
| Equipment Support | | |
| Office, Miscellaneous & Postage | | |
| **Total General Overhead** | | |
| **Total Overhead** (General + Fringe) | | |
| **Overhead Rate** (Total Overhead / Direct Labor) | | |

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

# Exhibit G Subcontracted Work

## Exhibit G
## Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

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

# *Exhibit G-1* *Subconsultant Fee Determination Summary Sheet*

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

**Project:** _____

**Sub Consultant:** _____

**Direct Salary Cost** (DSC)**:**

| Classification | Man Hours | | Rate | = | Cost |
|---|---|---|---|---|---|
| _____ | _____ | X | _____ | $ | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |
| _____ | _____ | X | _____ | | _____ |

**Total DSC** = $ _____

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

OH Rate x DSC of _____ % x $ _____ = _____

**Fixed Fee** (FF)**:**

FF Rate x DSC of _____ % x $ _____ = _____

**Reimbursables:**

Itemized = _____

**SubConsultant Total** = _____

**Grand Total** = _____

Prepared By: _____ Date: _____

DOT Form 140-089 EF Exhibit G-1
Revised 01/09

# Exhibit G-2 Subconsultant Fee Determination

**Exhibit G-2**
**Subconsultant Fee Determination - Summary Sheet**
**(Specific Rates of Pay)**
**Fee Schedule**

Subconsultant

| Discipline or Job Title | Hourly Rate | Overhead @ _____% | Profit @ _____% | Rate Per Hour |
|---|---|---|---|---|
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DOT 140-089 EF Exhibit E-2
8/07

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

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

| Account Title | $ Beginning Total | % of Direct Labor |
|---|---|---|
| Direct Labor | | |
| Overhead Expenses: | | |
| FICA | | |
| Unemployment | | |
| Health/Accident Insurance | | |
| Medical Aid & Industrial Insurance | | |
| Holiday/Vacation/Sick Leave | | |
| Commission/Bonus/Pension | | |
| **Total Fringe Benefits** | | |
| General Overhead: | | |
| State B&O Taxes | | |
| Insurance | | |
| Administration & Time Not Assignable | | |
| Printing, Stationery & Supplies | | |
| Professional Services | | |
| Travel Not Assignable | | |
| Telephone & Telegraph Not Assignable | | |
| Fees, Dues & Professional Meetings | | |
| Utilities & Maintenance | | |
| Professional Development | | |
| Rent | | |
| Equipment Support | | |
| Office, Miscellaneous & Postage | | |
| **Total General Overhead** | | |
| **Total Overhead** (General + Fringe) | | |
| **Overhead Rate** (Total Overhead / Direct Labor) | | |

DOT Form 140-089 EF Exhibit G-2
Revised 8/07

# Exhibit H Title VI Assurances

## Exhibit H
### Title VI Assurances

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

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Revised 6/05

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

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

# Exhibit I Payment Upon Termination of Agreement by the Agency Other Than for Fault of the Consultant

## Exhibit I
### Payment Upon Termination of Agreement By the Agency Other Than for Fault of the Consultant

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

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# *Exhibit J Alleged Consultant Design Error Procedures*

## Exhibit J
### Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manger and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

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Revised 6/05

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit K* *Consultant Claim Procedures*

## Exhibit K
### Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

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Revised 6/05

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Pubic Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

# *Exhibit L* *(To Be Used Only If Insurance Requirements Are Increased)*

## Exhibit L
### (To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to $ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

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Revised 6/05

# Exhibit M-1(a) Certification of Consultant

## Exhibit M-1(a)
### Certification Of Consultant

Project No. _____

Local Agency

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

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ Signature

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

# *Exhibit M-1(b)* *Certification of Agency Official*

## Exhibit M-1(b)
### Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

(a) Employ or retain, or agree to employ to retain, any firm or person; or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ Signature

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

# Exhibit M-2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

## Exhibit M-2
### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and

D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): _____

_____ (Date)

_____ (Signature) President or Authorized Official of Consultant

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

# *Exhibit M-3* *Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying*

## Exhibit M-3
### Certification Regarding The Restrictions of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): _____

_____ (Date)

_____ (Signature) President or Authorized Official of Consultant

DOT Form 140-089 EF Exhibit M-3
Revised 6/05

# Exhibit M-4 Certificate of Current Cost or Pricing Data

**Exhibit M-4**
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ * are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

DOT Form 140-089 EF Exhibit M-4
Revised 6/05

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

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY" , and the above organization hereinafter called the "CONSULTANT".

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

**CONSULTANT**

By _____

Consultant _____

By _____

Consultant _____

**LOCAL AGENCY**

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

DOT Form 140-089 EF Appendix 31.910
Revised 6/05

**Washington State Department of Transportation**

| | | |
|---|---|---|
| **Supplemental Agreement Number** _____ | Organization and Address<br><br>Phone: | |
| Original Agreement Number | | |
| Project Number | Execution Date | Completion Date |
| Project Title | New Maximum Amount Payable<br>$ | |
| Description of Work | | |

The Local Agency of _____
desires to supplement the agreement entered into with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

_____
_____
_____

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

**III**

Section V, PAYMENT, shall be amended as follows:

_____
_____

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____ By: _____

_____ Consultant Signature

_____ Approving Authority Signature

_____ Date

DOT Form 140-063 EF
Revised 9/2005

| ACME BILLING - DESIGN CONTRACT | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| COMMENCING APRIL 1998 | | | | | A | B | C | D |
| | | **EFFECTIVE DATE** | **END DATE** | **TOTAL** *(A+B+C+D)* | **ACME DESIGN** *(labor + overhead)* | **ACME REIMBURSABLE** *(supplies, equip.)* | **ACME FEE** *(fixed or percentage)* | **ACME MGT. RESERVE** *(10% or $50,000 max.)* |
| **ORIGINAL CONTRACT** | | 3/5/98 | 4/30/99 | 1,000,000.00 | 758,207.55 | 95,000.00 | 96,792.45 | 50,000.00 |
| **SUPPL 1** | | 4/15/99 | 10/31/99 | 250,000.00 | 218,288.15 | 7,000.00 | 24,711.85 | 0.00 |
| **SUPPL 2** | | 10/25/99 | 4/30/00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **ADDL WORK AUTH 11/13/98 BY LTR.** | | | | | 18,235.55 | 4,700.00 | 2,064.45 | (25,000.00) |
| **TOTAL TO DATE** | | | | 1,250,000.00 | 994,731.25 | 106,700.00 | 123,568.75 | 25,000.00 |
| | | | | | | | | |
| **INVOICE #** | **SERVICES THROUGH** | | | | | | | |
| 10720 | 4/98 | | | 9,453.86 | 6,740.97 | 1,949.76 | 763.13 | |
| 10753 | 5/98 | | | 57,702.32 | 49,469.30 | 2,632.72 | 5,600.30 | |
| 10770 | 6/98 | | | 108,129.84 | 92,114.98 | 5,586.75 | 10,428.11 | |
| 10998 | 7/98 | | | 74,985.70 | 65,268.39 | 2,328.44 | 7,388.87 | |
| 11205 | 8/98 | | | 79,551.08 | 67,953.63 | 3,904.59 | 7,692.86 | |
| 11336 | 9/98 | | | 176,664.30 | 137,858.93 | 23,198.70 | 15,606.67 | |
| 11530 | 10/98 | | | 109,515.38 | 93,527.78 | 5,399.55 | 10,588.05 | |
| 11782 | 11/98 | | | 74,011.67 | 52,404.73 | 15,674.33 | 5,932.61 | |
| 11937 | 12/98 | | | 93,734.33 | 74,410.44 | 10,900.07 | 8,423.82 | |
| 12146 | 1/99 | | | 95,229.08 | 82,491.66 | 3,398.74 | 9,338.68 | |
| 12319 | 2/99 | | | 130,894.03 | 116,030.99 | 1,727.46 | 13,135.58 | |
| 12563 | 3/99 | | | 46,706.63 | 37,259.95 | 5,228.57 | 4,218.11 | |
| 12695 | 4/99 | | | 25,879.55 | 21,757.14 | 1,659.34 | 2,463.07 | |
| 12833 | 5/99 | | | 55,842.88 | 43,488.74 | 7,430.89 | 4,923.25 | |
| 13037 | 6/99 | | | 20,954.66 | 17,418.99 | 1,311.97 | 2,223.70 | |
| 13220 | 7/99 | | | 8,115.18 | 5,855.60 | 1,512.05 | 747.53 | |
| 13451 | 8/99 | | | 3,748.06 | 2,646.24 | 764.00 | 337.82 | |
| 14053 | 9/99 | | | 5,563.92 | 3,870.34 | 1,199.54 | 494.04 | |
| 14313 | 10/99 | | | 17,509.21 | 9,952.37 | 6,286.32 | 1,270.52 | |
| | | | | | | | | |
| | **BILLED TO DATE** | | | 1,194,191.68 | 980,521.17 | 102,093.79 | 111,576.72 | |
| | **REMAINING TO BE BILLED** | | | 55,808.32 | 14,210.08 | 4,606.21 | 11,992.03 | 25,000.00 |

*may also use to track subconsultant expenditures

Washington State
Department of Transportation

# Performance Evaluation Consultant Services

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

| | | |
|---|---|---|
| Amount of Original Agreement<br>$ | Total Amount Modifications<br>$ | Total Amount Agreement<br>$ |
| Completion Date Including Extensions | Actual Completion Date | Actual Total Paid<br>$ |
| Type and Extent of Subcontracting | | |

Performance Rating Scale (From Average Score Below)

| 10 9 | 8 7 | 6 5 | 4 3 | 2 1 |
|---|---|---|---|---|
| Superior | Above Reqmnts | Meets Reqmnts | Below Reqmnts | Poor |

| Criteria | Comment | Score |
|---|---|---|
| 1. Negotiations<br>Cooperative and responsive. | | |
| 2. Cost / Budget<br>Complete within agreement budget including supplements. | | |
| 3. Schedule<br>Complete within agreement schedule including supplements. | | |
| 4. Technical Quality<br>Met Standards. | | |
| 5. Communications<br>Clear, Concise Communication (Oral, written, drawings). | | |
| 6. Management<br>Team player. Managed subs. Accurate, timely invoices. Appropriate, periodic, accurate progress reports. | | |
| **Total Score** | | |
| **Average Score (Total Score / Number of criteria rated)** | | |

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

DOT Form 272-019 EF
Revised 3/2002

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

# Performance Evaluation Instructions

## How

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

## When

### Final Evaluation

- Always complete and distribute a performance evaluation at the point of termination of the agreement.
- See distribution at bottom of form.

### Interim Evaluation

- Interim evaluations should be performed as follows:
    1. At phase transitions.
    2. When any project management changes occur.
    3. To alert a consultant to poor performance.
    4. Annually if none of the other conditions occur.
- Distribute as usual.

### Subconsultant Evaluation

- For subconsultants with significant project participation (more than $100,000) an evaluation is recommended. Ensure coordination and review with the prime consultant prior to distribution.
- Distribute similar to usual. Include prime consultant and subconsultant.

## Why

- Scores from these evaluations factor into "Past Performance" ratings, which are used to help determine selection of future consultants. Meaningful evaluations help us hire the best.

DOT Form 272-019 EF Instructions
Revised 1/99

Washington State Department of Transportation

# Consultant Services Evaluation Supplement

| Consultant Name | Evaluation Type<br>☐ Interim ☐ Subconsultant ☐ Final |
|---|---|
| Consultant Address | Project Title |
| | Agreement Number |

Performance Rating Scale (From Average Scores)

| 10 9 | 8 7 | 6 5 | 4 3 | 2 1 |
|---|---|---|---|---|
| Superior | Above Reqmnts | Meets Reqmnts | Below Reqmnts | Poor |

## Negotiation and Cost / Budget Criteria

### 1. Negotiations

| Sub-Criteria | Score |
|---|---|
| A. Adhered to WSDOT guidelines on fee. | |
| B. Met negotiation schedule. | |
| C. Open and honest communications. | |
| D. Willingness to compromise. | |
| E. | |
| F. | |
| **Total Score** | |
| **Average Score (Total Score / Number of sub-criteria rated)** | |

Comments

### 2. Cost / Budget

| Sub-Criteria | Score |
|---|---|
| A. Finished within budget, including all supplements. | |
| B. Appropriate level of effort. | |
| C. Reasonable direct, non-salary expenses. | |
| D. | |
| E. | |
| F. | |
| **Total Score** | |
| **Average Score (Total Score / Number of sub-criteria rated)** | |

Comments

DOT Form 272-019 EF Supplement
Revised 3/2002

Page 2 of 4

## Schedule and Technical Quality Criteria

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

| 3. Schedule | |
|---|---|
| **Sub-Criteria** | **Score** |
| A. Achieved schedule (Including all supplements). | |
| B. Prompt response to review comments. | |
| C. Adapted to changes by WSDOT. | |
| D. Notified WSDOT early regarding schedule "impactors." | |
| E. | |
| F. | |
| **Total Score** | |
| **Average Score (Total Score / Number of sub-criteria rated)** | |
| Comments: | |

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

Page 3 of 4

## Comunication and Management Criteria

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

| **5. Communications** | |
|---|---|
| **Sub-Criteria** | **Score** |
| A. Produced clear, concise oral and written communication. | |
| B. Demonstrates an understanding of oral and written instructions. | |
| C. Communicated at intervals appropriate for the work. | |
| D. Respects and uses lines of communications. | |
| E. | |
| F. | |
| G. | |
| **Total Score** | |
| **Average Score (Total Score / Number of sub-criteria rated)** | |
| Comments: | |

| **6. Management** | |
|---|---|
| **Sub-Criteria** | **Score** |
| A. Provided creative cost control measures / ideas. | |
| B. Submitted appropriate, periodic, accurate progress reports. | |
| C. Accurate and timely invoicing. | |
| D. Conducted meetings efficiently. | |
| E. Limited the number of consultant-initiated contract modifications / supplements. | |
| F. Coordinated with WSDOT effectively; was a “team player.” | |
| G. Responsive | |
| H. Managed subconsultants effectively. | |
| I. | |
| J. | |
| **Total Score** | |
| **Average Score (Total Score / Number of sub-criteria rated)** | |
| Comments: | |

Page 4 of 4

## 32.1 General Discussion

The purpose of this program is to reduce the number of fatalities and injuries at public highway-rail grade crossings through the elimination of hazards and/or the installation/upgrade of protective devices at crossings.

The program focus is on adding protection to projects that demonstrate a need for safety and efficiency.

Funding for this program is discussed in Chapter 12 of the *LAG Manual*.

The first alternative to be investigated for improving a grade crossing is closure and/or consolidation with nearby grade crossing. Consolidation will reduce train-vehicle accident potential and maintenance costs. It is also possible that important accessibility may be reduced and unacceptable rerouting of vehicular traffic will result. Nevertheless, when improvement alternatives are considered, these factors should not preclude the consideration of crossing consolidation and the resulting benefits. Removal of crossing surfaces, erection of barriers, and other costs associated with closing a crossing are eligible under this program.

It is the position of the Federal Highway Administration that funding on railroad-highway grade separation projects will only be approved where closure of associated at-grade crossing(s) is imminent. When the grade separation project is opened, the at grade crossing must be closed.

The standards contained in this chapter are to be considered minimum standards for railroad/highway crossing projects. They may be inadequate if extraordinarily hazardous conditions exist. In these cases, higher levels of protection should be provided.

## 32.2 Selection of Appropriate Warning Devices

References:

*Manual on Uniform Traffic Control Devices*

*WSDOT Design Manual*

FHWA Railroad-Highway Grade

Crossing Handbook

**.21 Passive Protection.** These devices include signing and pavement markings. The crossbuck sign is the responsibility of the railroad. All other signs and pavement markings are the responsibility of the local agency and are eligible for reimbursement.

**.22 Design Standards for Active Protection.** Active grade crossing traffic control devices include all signals, bells, and gates or other devices or

methods that inform motorists and pedestrians of the approach or presence of trains, locomotives, or railroad cars on grade intersections. The majority of the devices are automatically activated by the train. Active protection may be appropriate for those locations which have an exposure factor (trains per day times vehicle ADT) greater than 1,500 or are located on railroad main lines. However, a site specific evaluation of train and vehicle traffic volumes and speeds, rural or urban location, potential danger to a large number of people, sight distance and accident history should be completed before making a decision. The basic active protection device consists of post-mounted flashing lights. Gates should be added when any one of the conditions listed in

Appendix 32.53 exist. Additional cantilevered flashing lights should be provided if any one of the conditions listed in Appendix 32.53 apply. Unless special circumstances exist, all cantilevered installations should include gates. Signal lenses shall be 12 inches in diameter. The design standards are illustrated in Appendixes 32.51 and 32.52 and are in addition to those found in the *Manual on Uniform Traffic Control Devices* (MUTCD). MUTCD design standards also apply.

a. Post-Mounted Signals. These flashing light signals are normally placed to the right of approaching highway traffic on all roadway approaches to a crossing. The design standards included as appendices to this division show the minimum dimensions for the following cases:

   Appendix 32.51 — Shoulder Section

   Appendix 32.52 — Curb Section

b. Automatic Gates. Automatic gates should be added to post-mounted signals when any one of the following conditions is present:

   - Multiple main line railroad tracks.
   - Multiple tracks at or in the vicinity of the crossing which may be occupied by a train or locomotive so as to obscure the visability of another train approaching the crossing.
   - High-speed train operation combined with limited sight distance at either single or multiple track crossings (see Appendix 32.53).
   - A combination of high speeds and moderately high volumes of highway and railroad traffic.
   - Either a high volume of vehicular traffic, high number of train movements, school buses, or trucks carrying hazardous materials, unusually restricted sight distance, continuing accident occurrences, or any combination of these conditions.

When utilizing gates, the departure side of the crossing is always left open to allow highway traffic to escape from the crossing.

c. Cantilevered Signals. Cantilevered flashing light signals should be added to post-mounted signals and gates when any one of the following conditions is present:

- There are considerable distractions near or beyond the crossing which would compete for the driver's attention.
- Traffic or parking conditions are such that the view of a post-mounted flashing light signal could be blocked.
- The angle of approach to the crossing is acute and post-mounted signals could go undetected.
- The highway has two or more lanes in each direction.
- The highway carries high-speed and high-volume traffic.

Unless special circumstances exist, all cantilevered installations should include gates. The design standards included as appendices to this division show the minimum dimensions for the following cases:

Appendix 32.51 — Shoulder Section

Appendix 32.52 — Curb Section

All crossing sites will be reviewed and recommendations made by a diagnostic team consisting of representatives of the Federal Highway Administration (FHWA), railroad, WUTC, local agency, and the Washington State Department of Transportation (WSDOT)

d. Traffic Signals at or Near Grade Crossings. When highway intersection traffic control signals are within 200 feet of a grade crossing, control of the traffic flow should be designed to provide the vehicle operators using the crossing a measure of safety at least equal to that which existed prior to the installation of such signal. Accordingly, design, installation, and operation should be based upon a total systems approach in order that all relevant features may be considered (see MUTCD Section 8C-6).

**.23 Traffic Barriers.** A railroad signal may be a point hazard warranting the use of a traffic barrier or crash cushion. Traffic barrier and crash cushion guidelines are shown in Section 710 of the *WSDOT Design Manual.* A guardrail should be installed if the speed limit is greater than 35 mph.

**.24 Approaches**. Funding to improve road approaches for safety purposes may be considered as a part of signalization projects on a case-by-case basis. Approach work for safety improvement includes profile corrections to reduce approach grades at main line locations.

**.25 Crossing Surfaces.** Funding to improve crossing surfaces may be considered as a part of signalization projects on a case-by-case basis. The street or highway must have an ADT of at least 7,500 in order to be considered.

**.26 Illumination.** Railroad grade crossings may be considered for illumination where a nighttime accident pattern is known to exist or is likely to occur. These projects will be considered on a case-by-case basis.

## 32.3 Project Development Process

**.31 Project Application Package.** A local agency wishing to develop a project to provide protection at a railroad/highway crossing must follow the application process outlined in Chapter 21 of the *LAG Manual*, including all support information listed in Appendix 21.41 "Prospectus Submittal Checklist".

The railroad should be contacted during the project development process to provide notification of the proposed project and to obtain relevant data on train movements. Nearly all rail trackage in Washington State is operated by the Union Pacific or Burlington Northern Santa Fe. The contact person for these railroads are listed below:

Mr. John Trumbull, Manager
Industry and Public Projects
Union Pacific Railroad Company
5424 SE McLoughlin Boulevard
Portland, OR 97202
(503) 872-1809

Mr. John Li
Manager Public Projects
Burlington Northern Santa Fe Railway Co.
2454 Occidental Avenue South, Suite 1-A
Seattle, WA 98134-1105
(206) 625-6146

A list of Short Line Railroad contacts is located on the website located at http://www.wsdot.wa.gov/Rail/information/railcontacts.cfm

The Region Local Programs Engineer will assist in determining the owner of the trackage and the appropriate contact person if necessary. In completing the Project Application Package, sufficient preliminary engineering funds should be requested to cover the agency's PE costs as well as an additional $3,000 to $5,000 to cover the railroad's costs. The additional dollars for PE work done by the railroad should be shown under "other" on the Local Agency Agreement.

If existing devices are to be removed, the agency will notify the Highways & Local Programs Operations Engineer who will determine the salvage rights and values, and determine the railroad's credit to the FHWA, if they are federal property.

**.32 Preparation of Project Data.** When preliminary engineering funding has been approved, the agency should submit the necessary project data to the railroad along with a notice to proceed. Appendix 32.54 shows a Railroad Project Data Form which provides a railroad with data to prepare an estimate of cost. The data required by the railroad is traffic lane widths, shoulder widths, curbs and sidewalks, angle at which the highway crosses the tracks, and the legal description of the crossing location. The location of any underground and overhead utilities in the area which will be excavated for the signal foundation should also be included.

**.33 Railroad Agreement and Petition**. Upon completion of the signal layout and design, the railroad will prepare the standard agreement shown in Appendix 32.57 and a petition to the Washington State Utilities and Transportation Commission for installation of the crossing protection as required by RCW 81.53.261. At this time, the railroad will also request construction authorization and the local agency should proceed with the construction authorization process as per 32.34. The drawing shall form part of the agreement.

The petition and the agreement will be forwarded to the local agency for execution and returned to the railroad. The railroad will file the petition with the WUTC. The WUTC will review the petition and, if appropriate, issue an order directing installation of the crossing protection.

**.34 Construction Administration and Project Closure.** Upon receipt of construction authorization, the railroad will order material and proceed with construction. Approximately five to eight months are required to obtain the signal material. The railroad will attempt to coordinate construction with other projects in the area to more effectively utilize crews.

The local agency is responsible for all work associated with a railroad agreement, from date of authorization for the railroad to proceed with the work through final completion of the work, subsequent closing of the agreement, and completion of the final audit.

The local agency is required to document the work performed by the railroad to ensure that the railroad's billing can be verified, thereby leaving an audit trail. This documentation may be performed by random oversight which is defined as on-site reviews two or three times a week while the railroad is working.

The documentation should be a record in the form of a diary and supplemental reports of the work performed by the railroad. This record shall be sufficiently complete to establish a record of the following:

- Number and general type of labor and supervision and number of hours chargeable to the agreement work.
- Number and type of major items of equipment used and number of hours chargeable to the agreement work.

- Description of work accomplished.
- Major items of material installed.
- Major items of material removed and disposition, i.e., salvage, scrap, junk.
- Details concerning any changes or extra work or other conditions affecting the work.

Within 30 days of project completion, the railroad will notify the local agency by letter that construction is completed. The local agency requests final billing from the railroad.

The local agency and the WUTC will be notified when the signals are completed and in operation. The agency should notify the Region Local Programs Engineer when the project is completed and submit any railroad and agency billings.

WSDOT will perform the final inspection and send a 90 day closure letter to the local agency (see Chapter 53).

## 32.5 Appendices

32.51 Signal Design — Shoulder Section (Metric/English)

32.52 Signal Design — Curb Section (Metric/English)

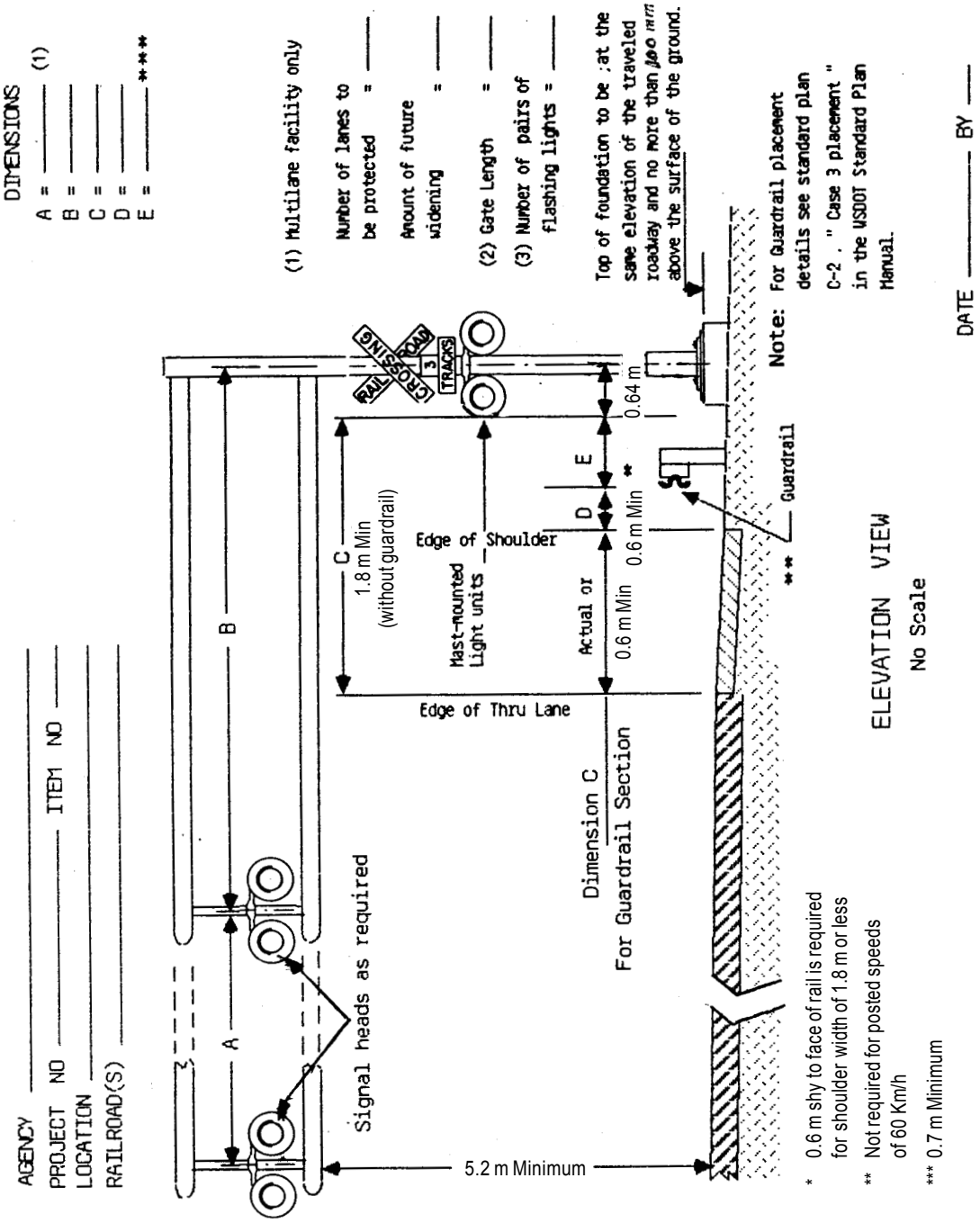
32.53 Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form (Metric/English)

32.54 Railroad Project Data Form

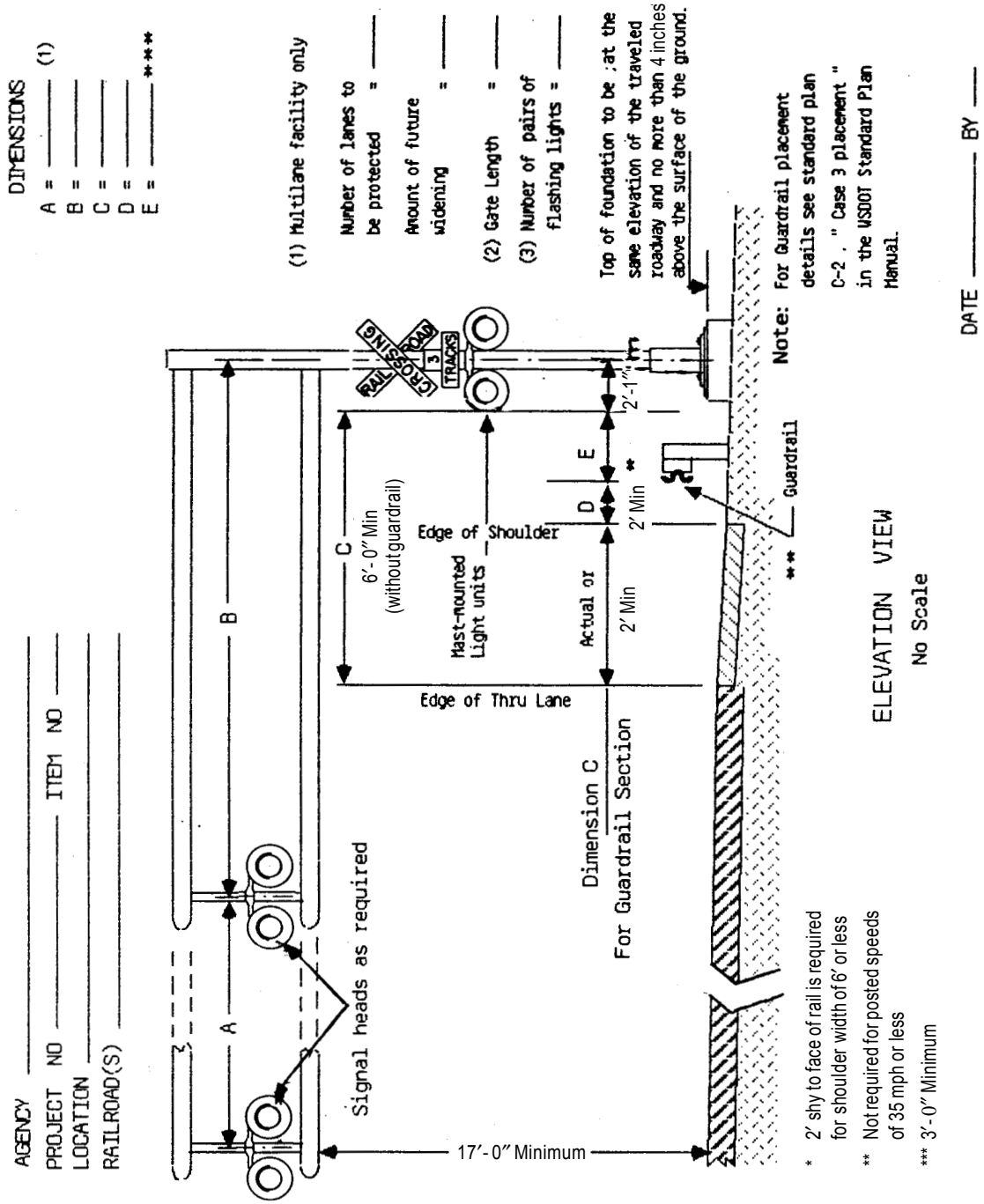
32.55 Sample Letter — Type 3 Party Agreement

32.56 Local Agency Railway Agreement

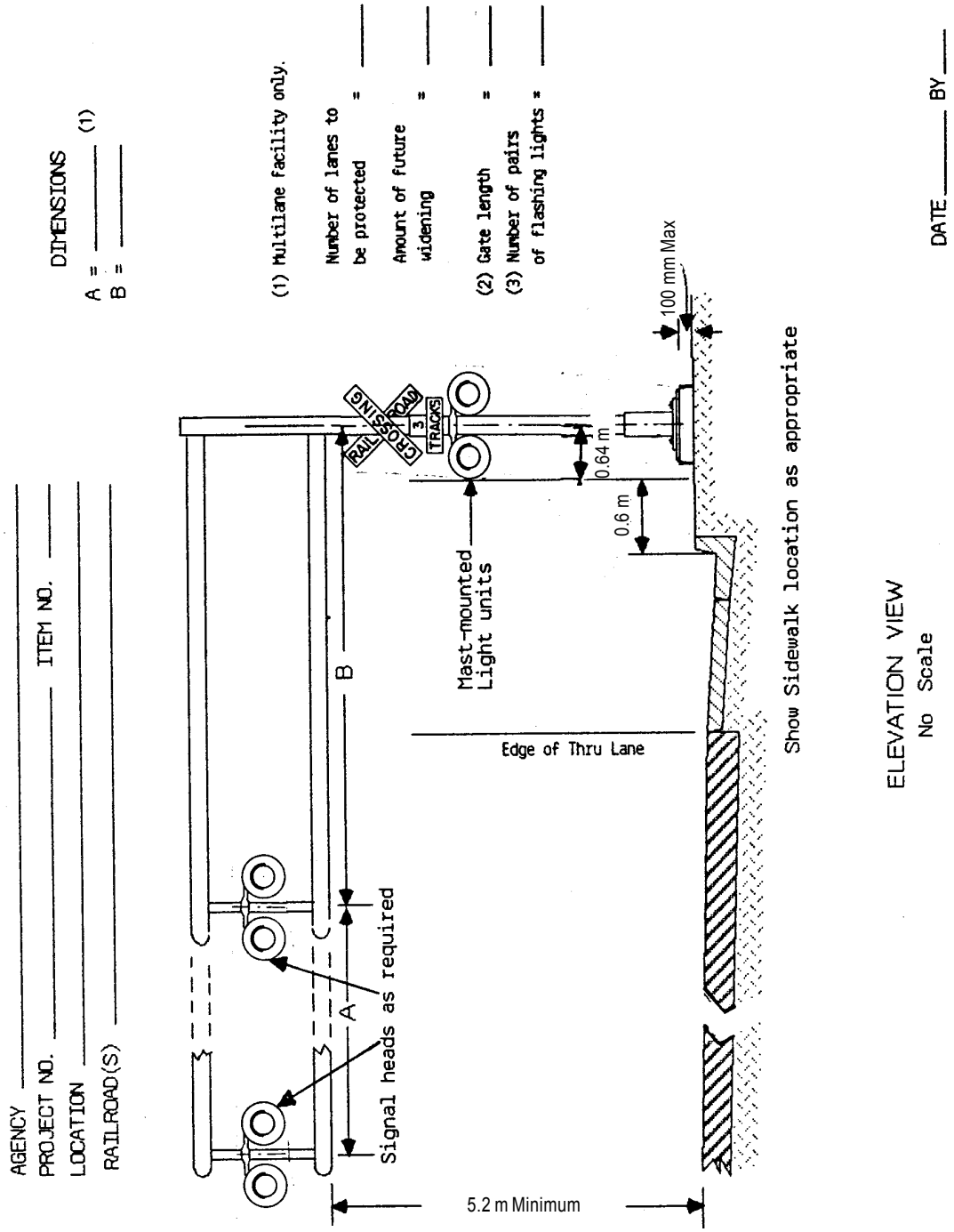
# SHOULDER SECTION
# ELEVATION VIEW FOR SUBMITTAL



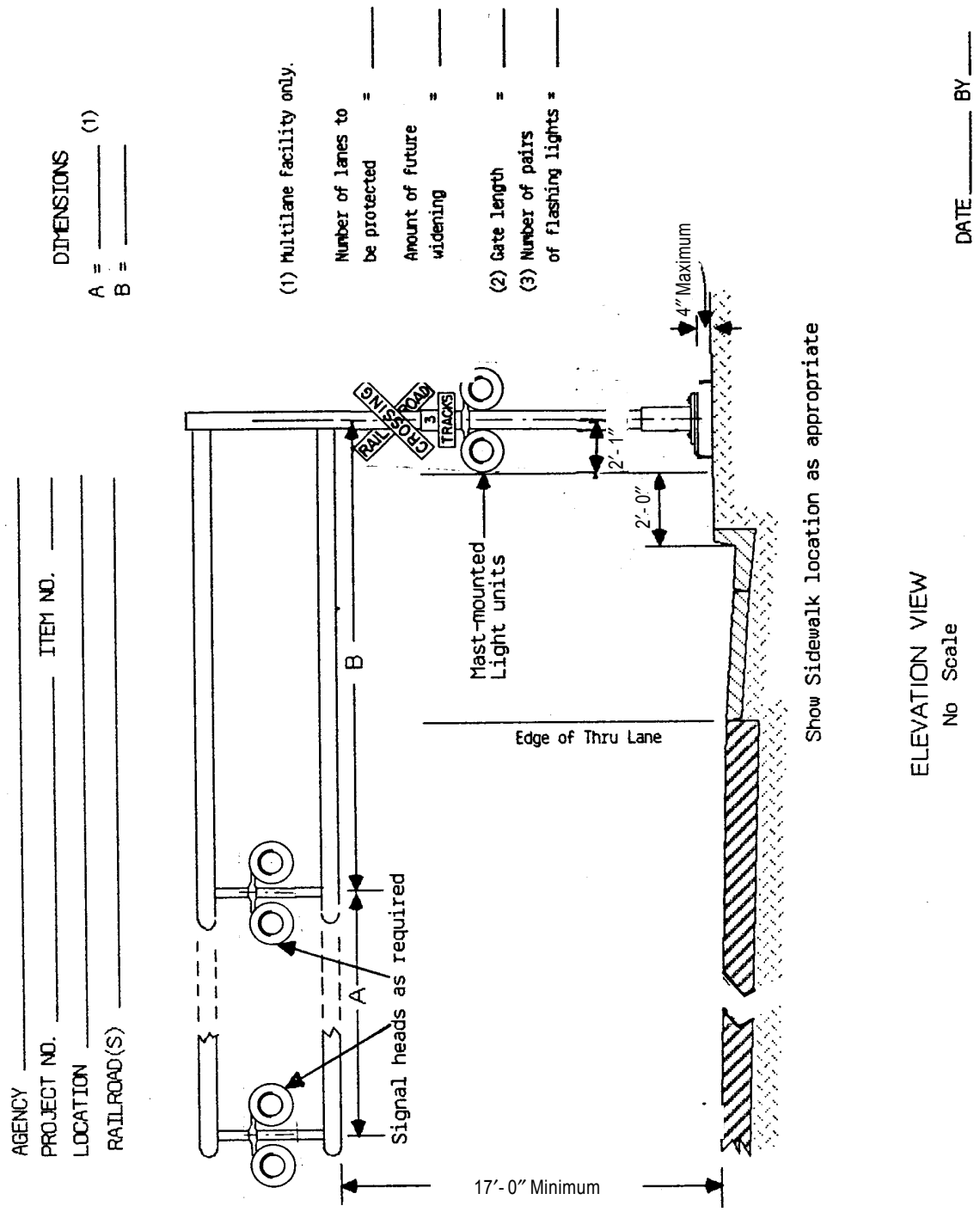
# SHOULDER SECTION
# ELEVATION VIEW FOR SUBMITTAL



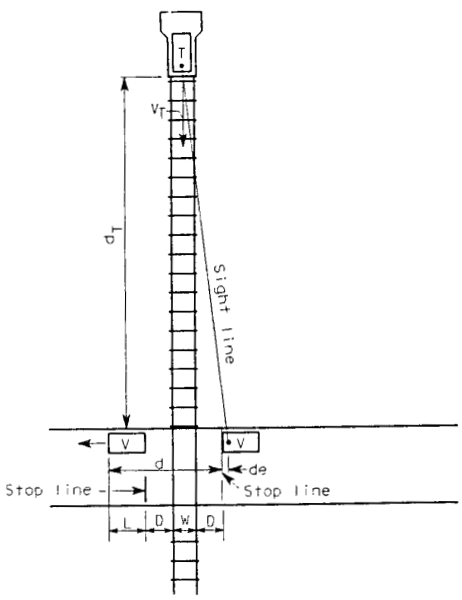
# CURB SECTION
# ELEVATION VIEW FOR SUBMITTAL



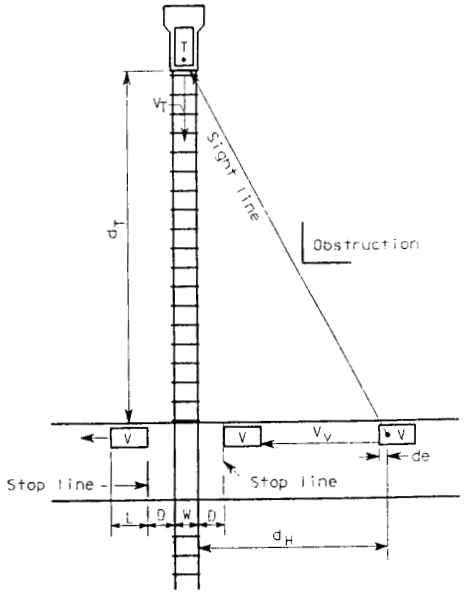
# CURB SECTION
# ELEVATION VIEW FOR SUBMITTAL



| **Case 1 Departure From Stop** | | **Case 2 Moving Vehicle** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Train Speed (km/h) $V_T$ | 0 | Vehicle Speed (km/h) Vv | | | | | | | | | |
| | | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 |
| | | f = 0.40 | 0.40 | 0.38 | 0.35 | 0.33 | 0.31 | 0.30 | 0.30 | 0.29 | 0.28 |
| | | Distance along railroad from crossing - $d_T$ (meters) | | | | | | | | | |
| 20 | 95 | 50 | 40 | 40 | 40 | 40 | 40 | 45 | 45 | 50 | 50 |
| 40 | 185 | 100 | 80 | 75 | 75 | 80 | 85 | 85 | 90 | 95 | 100 |
| 60 | 275 | 145 | 120 | 115 | 115 | 115 | 125 | 130 | 135 | 145 | 155 |
| 80 | 355 | 195 | 160 | 150 | 150 | 155 | 165 | 170 | 180 | 190 | 205 |
| 100 | 455 | 240 | 200 | 190 | 190 | 195 | 205 | 215 | 225 | 235 | 255 |
| 120 | 550 | 290 | 240 | 225 | 225 | 230 | 245 | 255 | 265 | 285 | 305 |
| 140 | 640 | 335 | 285 | 265 | 260 | 270 | 285 | 300 | 310 | 330 | 355 |
| Distance along highway from crossing - $d_H$ (meters) | | | | | | | | | | | |
| | | 25 | 40 | 55 | 70 | 95 | 120 | 150 | 180 | 215 | 255 |
| Required design sight distance for combination of highway and ain vehicle speeds; 19.5 m truck crossing a single set of tracks at 90°. | | | | | | | | | | | |




CASE 1
(stopped vehicle)

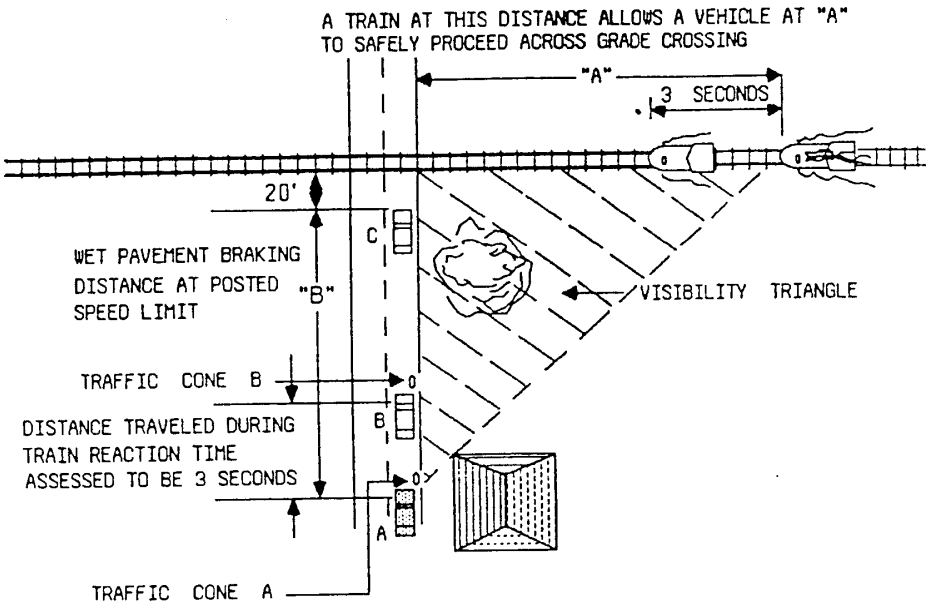



CASE 2
(moving vehicle)

Adjustments must be made for skew crossings.
Assumed flat highway grades adjacent to and at crossings.
W = Distance between outer rails (single track W = 1.5 m)
D = Distance from stop line to nearest rail (assumed 4.5 m)
$d_e$ = Distance from driver to front of vehicle (assumed 3.0 m)

$d_H$ = Sight distance along highway
$d_T$ = Sight distance along railroad tracks
$V_V$ = Velocity of vehicle
f = Coefficient of friction
$V_T$ = Velocity of train
L = Length of vehicle (assumed 19.5 m)

# *Appendix 32.53 Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form (English)*




**Required Design Sight Distances for Combinations of Highway and Train Vehicle Speeds**

| Train Speed | Highway Speed in MPH | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 0 | 10 | 20 | 30 | 40 | 50 | 60 | 70 |
| | Distance Along Railroad from Crossing (“A”) | | | | | | | |
| 10 | 162 | 126 | 94 | 94 | 99 | 107 | 118 | 129 |
| 20 | 323 | 252 | 188 | 188 | 197 | 214 | 235 | 258 |
| 30 | 484 | 378 | 281 | 281 | 295 | 321 | 352 | 387 |
| 40 | 645 | 504 | 376 | 376 | 394 | 428 | 470 | 516 |
| 50 | 807 | 630 | 470 | 470 | 492 | 534 | 586 | 644 |
| 60 | 967 | 756 | 562 | 562 | 590 | 642 | 704 | 774 |
| 70 | 1,129 | 882 | 656 | 656 | 684 | 750 | 822 | 904 |
| 80 | 1,290 | 1,008 | 752 | 752 | 788 | 856 | 940 | 1,032 |
| 90 | 1,450 | 1,134 | 844 | 844 | 884 | 964 | 1,056 | 1,160 |
| | Distance Along Highway from Crossing (“B”) | | | | | | | |
| | 20 | 65 | 125 | 215 | 330 | 470 | 640 | 840 |

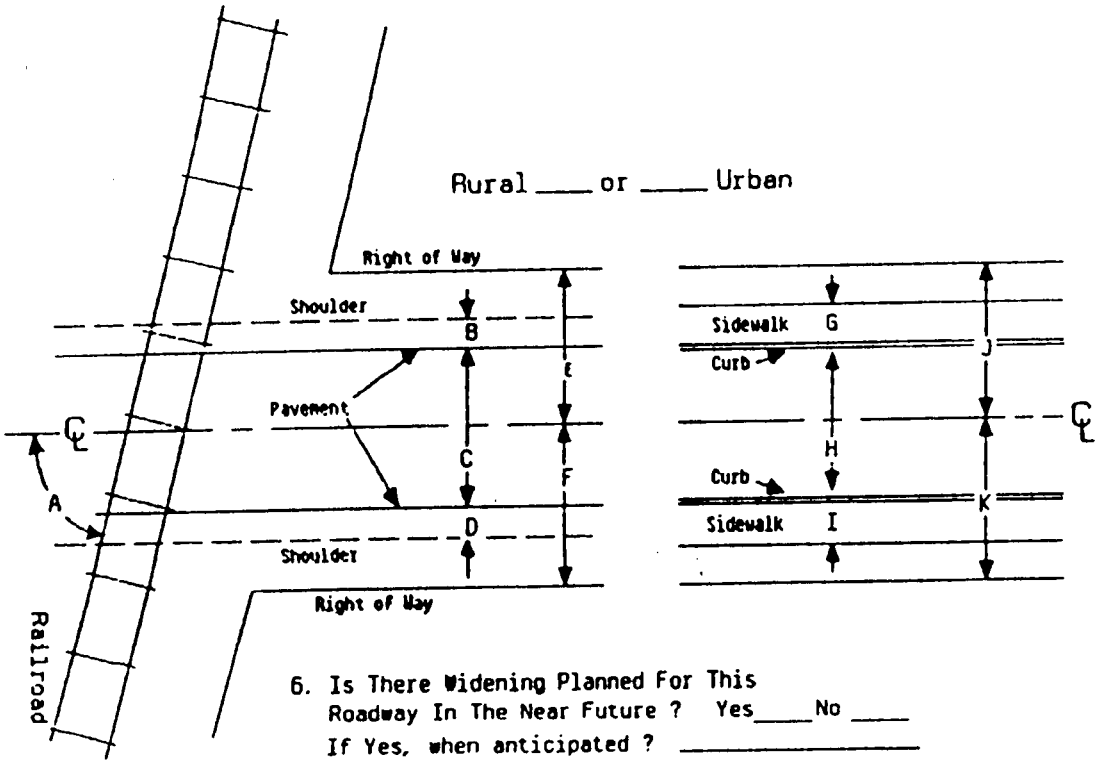
Note: 1 mph = 1.61 kph and 1 foot = .304 meters

# RAILROAD PROJECT DATA

Furnish Appropriate Information to Railroad With Each Project

1. Agency Name _____
2. Location of Crossing _____
3. Number of Traffic Lanes _____ Railroad Tracks _____
4. Crossing Number Available from Railroad _____
5. Statistics:

| | | |
|---|---|---|
| | D _____ | H _____ |
| A _____ | E _____ | I _____ |
| B _____ | F _____ | J _____ |
| C _____ | G _____ | K _____ |




6. Is There Widening Planned For This Roadway In The Near Future ? Yes____ No ____
   If Yes, when anticipated ? _____
   If within 3 years, provide a profile of the proposed approach roadway and show proposed ultimate dimensions on above plan.

Date
Name
Title
Address
City

Agency
Job Title
FA Project No.
Contract

Dear :

This letter is intended as a Memorandum of Understanding between the _____ _____ Railroad, _____ County, and the Washington State Department of Transportation. These three organizations will be referred to in this memorandum as the "Railroad Company," the "County," and the "State," respectively.

Authority for this memorandum is based on an agreement _____, executed by the State on _____. The work described herein and covered by the subject agreements is to be performed under Project Number _____, State Contract No. _____, _____ _____.

It is necessary to provide a method of reimbursement to the Railroad Company for the cost of providing flagging and protective service and devices resulting from the construction operations of the contractor, as set forth in the above noted agreement. Therefore, the following procedures for the submittal and payment of bills for such costs are established:

Flagging costs incurred by the Railroad Company as a result of the operations of the County's contractor shall be at the contractor's expense. The Railroad Company will submit bills for these expenses to the State, the State will pay the bills and deduct such monies paid from the amounts due the contractor on monthly estimates.

Upon completion of the project, the full amount of the estimated flagging costs, as set aside by the State as a part of the Contract Work Order Accounting Plan, less the amount paid to that date, will be retained by the State for a period of 150 calendar days after said completion. After the 150-day period, the State will refund to the contractor the balance of the retained fund, or if the retained funds are insufficient, the contractor will be billed for the additional costs incurred by the Railroad Company.

Should the County receive any bills from the Railroad Company for the flagging and protective services as described herein, they shall forward such bills to the State for payment.

Your signature and the signature of the appropriate company officer, in the spaces provided, will indicate acceptance of the provisions of this memorandum by your respective agencies.

Sincerely,

Assistant Secretary for Highways and
Local Programs

cc: Regional Highways and Local Programs Engineer

_____

Title:
City or County

_____

Title:
Railroad Company

# Local Agency Railway Agreement

## Federal Aid Safety Projects
## Highway-Railway Grade Crossing Warning Devices

Washington State Department of Transportation

Local Agency _____ Project Number _____

Railway _____ Agreement Number _____

The above parties 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, and (3) the Policies and Procedures promulgated by the Washington State Department of Transportation, relating to grade crossing warning devices, hereby agree to proceed with the accomplishment and completion of the project hereinafter described.

**Project Description**

Local Agency Road Name _____

Location _____

Railway Line Name _____

Location _____

**Description of Work**

The site plan attached hereto as Exhibit C further describes the work.

Construction is estimated to be completed in _____ days, following execution of this agreement and authorization to proceed.

**Estimate of Cost**

| Type of Work | Labor | Non-Labor | Total |
|---|---|---|---|
| 1. Install Warning Devices (Type) | | | |
| a. Freight Material Handling | | | |
| b. Equipment Rental | | | |
| c. Expenses | | | |
| d. Salvage | | | |
| e. Other | | | |
| 2. Engineering and Accounting | | | |
| 3. Liability Insurance | | | |
| 4. Labor Surcharge | | | |
| 5. Other Work by Railroad* ☐ Yes ☐ No Exhibit A attached hereto | | | |
| **6. Total Project Costs** | | | |

** If detail is required, attached Exhibit A. Insert Exhibit A totals in this line.*

The above parties further stipulate that they agree to and will comply with the provisions set forth in the reverse hereof and made a part of this agreement. Where a franchise or permit exists, the parties shall determine to what extent the franchise or permit is superseded by this agreement. Such determination should be in writing and attached as part of the agreement.

Repair or replacement of damaged or obsolete signals. The cost of repair or replacement of the signals shall be borne on the ratio of _____ percent Local Agency and _____ percent railway.

This agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

Adopted by Resolution/Ordinance No. _____ Railroad Official _____

Local Agency Official _____ Title _____

Date _____ Date _____

DOT Form 140-044 EF
Revised 3/10

Page 1 of 3

**I. Scope of Work**

The Railway will provide all the work, labor, materials, and services to install the warning devices hereinafter called "signals" as described and set forth in the "Project Description" and "Estimate of Cost."

The Railway will provide all the work, labor, materials, and services to install the warning devices hereinafter called "signals" as described and set forth in the "Project Description" and "Estimate of Cost."

The Local Agency shall perform those services necessary to facilitate the processing of all necessary documents required for the orderly progress of the project in accordance with the policies and procedures of the Washington State Department of Transportation (hereinafter called "Department") and the Federal Aid Policy Guide of the Federal Highway Administration (hereinafter called "FHWA."

The Local Agency shall install without expense to the Railway advance warning signs, standard pavement markings for railroad crossings, and guardrails or barriers to protect the signals from highway traffic when such protection is required.

**II. Funding**

The project will be financed in conformity with FHWA regulations adopted for safety improvement projects authorized in the Transportation Equity Act for the 21st Century.

**III. Payment**

Upon written authorization by the Local Agency, the Railway may proceed with the project. Following execution of this agreement, progress bills may be submitted to the Local Agency for the cost of labor, materials, and other services provided to date of billings and as shown in the Estimate of Cost or supplemental estimates of cost furnished by the Railway and accepted by the Local Agency, the Local Agency shall pay such progress billings promptly upon receipt. Final and detailed billing of all incurred costs shall be made by the Railway within one year of project completion, and the Local Agency shall pay all eligible amounts of such bill, less progress payments previously made.

The Local Agency agrees to reimburse the Railway for the amount shown in the Estimate of Cost for the actual cost of labor, materials, and other services furnished by the Railway pursuant to this agreement, provided the costs are eligible.

**IV. Availability of Records**

All project records in support of all costs incurred and expenditures are to be kept and maintained by the Railway and by the Local Agency in accordance with Subchapter B, Subpart H or Section 140.922(c) of the C.F.R.

The records shall be open to inspection by the Department and FHWA 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 funds to the Railway.

**V. Maintenance of Facility**

Upon completion of installation, the Railway shall operate and maintain the signals as required by law. The Local Agency will maintain the advance warning signs, the standard pavement markings for railroad crossings, and protecting barriers or guardrails at Local Agency expense. However, in the event that any existing or future legislation makes federal, state, or other public funds available for the operation, maintenance, repair, or replacement of signals at grade crossings, the Local Agency shall cooperate with the Railway to secure said funds for the operation, maintenance, repair, or replacement of the signals installed pursuant hereto. This agreement may be supplemented and amended as necessary for the operation and maintenance of said signals to qualify for such funds.

**VI. Repair or Replacement of Damaged or Obsolete Facility**

In the event one or more of the signals installed under this agreement are partially or wholly destroyed and its or their replacement value or cost of repairing cannot be recovered from the person or persons responsible for such destruction, then in that event, cost of repair of the signals or cost of installation of a new signal or signals shall be borne on a ratio agreed upon by the Railway and the Local Agency as specified on the front hereof.

If the damage to a signal is caused by highway traffic, Local Agency will cooperate with the Railway in determining the location and identification of the parties responsible to the extent of making accident records available.

If said damaged signals cannot, through age, be maintained or require replacement by virtue of the obsolescence, then the cost of replacing the signals shall be negotiated by the Local Agency and the Railway as specified on the front hereof, with such state, federal, or other public funds as may be available at the time such replacement becomes necessary.

**VIII. Disposition of Signals No Longer Required**

If for any reason, signals shall no longer be required at grade crossing and, in the opinion of the Railway and WSDOT Highways and Local Programs, they are not obsolete, the state will take ownership and arrange to have them relocated to some other grade crossing. If said relocation is agreed upon by the WSDOT Highways and Local Programs and the Railway, the divisions of cost of such relocation shall be agreed upon between the Local Agency and the Railways prior to such removal. If for any reason the signals shall no longer be required at the grade crossings and in the opinion of the Railway and WSDOT Highways and Local Programs the signals are obsolete, the Railway may remove the signals and credit the Local Agency with the value of salvage recovered less cost of removal. The funds credited by the Railway will be reimbursed to the FHWA.

**VIII. Relocation Required by Improvement**

In the event that either railway or highway improvement will necessitate a rearrangement of relocation or alternation of the existing signals at said crossing, the party whose improvement causes such changes shall bear the entire cost thereof without expense to the other party. The Railway and WSDOT Highways and Local Programs will make the decision as to whether the signals or control circuits will be obsolete or inadequate to accommodate an improvement, subject to conformance with the policies and procedures promulgated by the Washington State Department of Transportation relating to grade crossing warning devices.

**IX. Nondiscrimination Provision**

If the Railway enters into a contract or agreement with a contractor to perform any of the work which the Railway is required to perform under the terms or this agreement, the Railway for itself, its assigns, and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit B, attached hereto and made a part hereof, in any such contract or agreement.

**X. Buy America Requirements**

The requirements of 23 C.F.R., section 635.410, “Buy America” apply to this project.

**XI. Audit of Federal Aid Project**

The Department, 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 Department’s files and made available to the state and the federal government.

An audit shall be conducted by the Department’s Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United State General Accounting Office by the Comptroller General of the United States; WSDOT Directive D27-50, Consultant Authorization, Selection, and Agreement Administration; and Office of Management and Budget circular A-128.

If upon audit, it is found that an overpayment of federal money in ineligible items of cost has occurred, the Railway shall reimburse the Local Agency for the amount of such overpayment in excess of participation (see Section VIII). The funds credited by the Railway will be reimbursed to the FHWA.

This chapter provides information and instructions on procedures applicable to emergency projects funded by FHWA under the Emergency Relief (ER) Program. Agencies should notify the Region Local Programs Engineer of damages to roadway systems caused by an emergency/disaster.

When an emergency exceeds the capability of state and local government, federal assistance can be requested from FHWA (ER and ERFO) and FEMA for the purposes noted below:

- The Federal Highway Administration (FHWA) under Title 23, U.S.C., Section 125 provides Emergency Relief (ER) funds for the restoration of all damaged public roads and bridges except for rural minor collectors and local roads and streets.
- FHWA's Western Federal Lands Highway Division Office directly handles ERFO funds (Emergency Relief for Federally Owned Lands) for repairs to federal roads maintained by federal agencies (Forest Service, Park Service, etc.) that were damaged by a disaster and determined to be eligible by the FHWA Administrator.
- Federal Emergency Management Agency (FEMA) provides federal funds under Public Law 93-288, as amended, "Robert T. Stafford Disaster Relief and Emergency Assistance Act, Nov. 1988," for restoration of damaged roads and bridges on rural minor collectors and local roads and streets.

Congress annually authorizes $100 million nationwide for FHWA's ER program. The type of events that qualify for ER funding are:

- A widespread natural disaster. Examples are floods, hurricanes, severe storms, earthquakes, volcanic eruptions, landslides, or tidal waves.
- A catastrophic failure. This is defined as the sudden and complete failure of a major element or segment of roadway system that causes a disastrous impact to transportation services. The cause must be external to the facility, such as a barge hitting a bridge and causing it to collapse.

## References

- State of Washington Comprehensive Emergency Management Plan
- WSDOT *Disaster Plan* M 54-11 — April 2007
- USDOT/FHWA Emergency Relief Manual — Interim update November 2009

## 33.1 Steps Following a Disaster

Local Agency Process. Outlined below are the initial steps a local agency follows immediately after a disaster.

a. Initial Notification. A local Emergency Management Office immediately notifies the Washington State's Emergency Management Division (EMD) via the fastest means possible.

b. Local Agency Proclamation. A proclamation is signed by elected official(s) in accordance with the State of Washington Comprehensive Emergency Management Plan. In accordance with RCW 38.52, the state and each political subdivision (e.g., local agency) have prepared a Comprehensive Emergency Plan which is put into effect when a disaster occurs. (Appendix 33.91)

c. Recording Site Specific Costs. It is very important to document all expenses incurred by an agency in coping with the disaster or catastrophe. Records must be site specific, identified by route, M.P. and/or by cross street identifiers within the route. Cost records must have supporting documentation for labor, equipment, and materials. Failure to document costs as outlined above is a major reason for ineligibility findings.

d. Additional Data Gathering. Agencies should gather evidence of the disaster such as newspaper clippings and photos. This information is helpful in the preparation of the field reports to request emergency relief funds.

e. Requesting State Assistance. During and immediately after the disaster, the local Emergency Management Office conducts "damage assessments" to determine the magnitude, dollar value, effects, and impacts of the emergency/disaster. There will also be a site visit from the Local Programs Engineer and FHWA.

   It is very important to make timely and accurate damage reports to the EMD. These reports should describe the disaster and any local response. The "Incident Report" and "Disaster Analysis Report" forms provided by EMD and completed by the local agency (see Comprehensive Emergency Management Plan) are approved means of providing such a report. In addition, this notification should include the local agency's "Proclamation of Emergency."

f. Proclamation by the Governor. From the information received EMD will inform the Governor's Office. If the situation warrants state assistance, EMD will coordinate the state response to supplement the efforts of local governments. The Governor will proclaim a State of Emergency when necessary. The Governor's proclamation is required to obtain assistance under both ER and FEMA. (Appendix 33.92)

From this point on, the processing of ER or FEMA projects are different, and the procedures are shown separately in the following sections.

## 33.2 FHWA's Emergency Relief Program Guidelines

The Emergency Relief (ER) Program is administered by FHWA through WSDOT. To qualify for ER funds the damages to be corrected must have resulted from the declared disaster or catastrophic failure (as described above) and be for emergency opening, repair, or reconstruction of roadways and bridges on federally functionally classified routes except for rural minor collectors and local roads and streets. In addition, the total statewide damage for the entire event must exceed $700,000, effective 6/1/2000. Individual sites must have $5,000 or more in repair costs to be eligible for ER funds.

Eligible temporary emergency repairs and incidental permanent restoration work (Section 33.42), to minimize damage, protect facilities or restore essential traffic, accomplished within 180 calendar days after the first day of the actual disaster occurrence may be eligible for 100 percent ER funds. Repairs performed beyond 180 days after the actual occurrence of the disaster will be funded at the current program participation ratio for the federal aid route affected. Permanent restoration will be funded at the current program participation ratio for the federal aid route affected.

Forest Highways. The ER program also provides funds for other roads and trails on federal lands which have: serious damage due to the natural disaster or catastrophic failure; an emergency has been declared by the Governor; and concurrence by the FHWA Administrator (USDOT). However, repairs to roads maintained by federal agencies (Forest Service, Park Service, etc.) are handled directly by FHWA's, Federal Lands Highway Division Office in Vancouver, WA, and the responsible agency.

The Western Federal Lands Highway Division of FHWA has designated a system of Forest Highways. Some of the system is located within National Forest lands, some provide access to such lands, some are coincidental with State Routes and some with local agency routes. Damages that occur on this designated system are eligible for 100% federal funding and may be administered through either the ER or ERFO programs. A map of the system is at the end of the chapter.

**.21 Application for Federal Assistance**. WSDOT and local agencies are empowered to immediately begin emergency repairs to restore essential traffic service and to prevent further damage to the roadways. Properly documented costs will later be reimbursed if FHWA determines the disaster ER eligible. The determination of eligibility/non-eligibility does not usually occur until approximately 60 days after the incident period. However, the following steps should be ongoing during this interval.

a. Letter of Intent. WSDOT prepares and transmits to FHWA a "letter of intent" to apply for ER program funds per the requirements. The letter of intent includes: an estimate of the damage on WSDOT eligible roadways; an estimate of damage on local agency's eligible roadways; and notifies

FHWA that WSDOT intends to request ER funds. This request usually follows the Governor's proclamation.

b. FHWA Division Acknowledgment. The FHWA Division response to WSDOT directs WSDOT and local agencies to proceed with emergency repairs: to restore essential travel; to protect remaining facilities; to reduce the extent of damage; to begin preliminary engineering consisting of surveys, design, and preparation of construction plans; to perform incidental permanent restoration work which is required as part of the emergency operation; and to use local forces, contracts and/or equipment-rental contracts as necessary to perform the work.

c. Approval of ER Funds. Upon receiving the recommendation of the FHWA Division Office that the event qualifies for ER funds, the FHWA Administrator acts on WSDOT's request and informs FHWA Regional and Division Offices of the approval of ER funds and sends a letter to the Governor. WSDOT Highways and Local Programs is informed accordingly and notifies the affected local agencies.

   Eligibility of emergency relief work for federal funding is contingent upon concurrence by the FHWA Administrator.

**.22 FHWA Approval of Projects.** From the time the disaster/emergency occurs local agency forces are out working to protect their transportation investments. The local agency will contact the Region Local Programs Engineer and describe the damage they are incurring with an estimated dollar figure which is included with WSDOT's submittal to FHWA.

If the disaster damage is eligible for ER funds, detailed Damage Inspection Reports (DIR) are prepared to determine the amount and scope of reimbursement for temporary emergency repairs, incidental permanent restoration and permanent restoration work. To expedite the reimbursement process and repair the damage to the agency's transportation system, the Region Local Programs Engineer contacts the agency and coordinates an on-site visit with a FHWA representative, at a mutually agreed upon time. If the damage to an agency is wide spread and the agency has good documentation (including plenty of photographs), FHWA may approve the sites based on the project packages without actually viewing every site. FHWA has also concluded they may select a portion of the impacted sites to actually visit for verification of the damage detailed in the DIR.

The agency should have a package of all relevant information ready for review by Highways and Local Programs and FHWA at the time of the on-site visit. In many cases, the emergency work will already have been completed. Accurate and detailed records are required to verify the expenditures. The package is to include:

a. Damage Inspection Report (DIR). The DIR (see Forms) can either be prepared at the time of the on site visit or the agency may fill out the information pertaining to the site prior to the visit for review and approval

by Highways and Local Programs and FHWA. The DIR should include all pertinent information pertaining to the site's damage and a breakdown of damage estimates or actual costs (as applicable) of the work identified. Completion of the DIR is a joint effort by FHWA, WSDOT Highways and Local Programs, and local agency personnel.

The approved DIR serves as the basic justification and cost document. Each agency receives a copy of the DIR. Based on detailed DIRs received, WSDOT Highways and Local Programs will prepare and forward a statewide ER program of local agency projects to FHWA for approval. Following program approval by FHWA, WSDOT Highways and Local Programs will request any additional information that is required to advance a specific project to the construction stage.

It is important that the DIR document the scope of the approved repairs, but it is not critical that the cost estimate be precise at the time of the DIR (the cost estimate can be refined later). It is important that the damage inspections be completed as soon after the event as possible, even if final cost data is not yet available.

b. Maps. A vicinity map showing the location of the damage (can be agency-wide or site by site).

c. Visual Aids. Photographs, newspaper articles, and related documents (i.e., sketches, video tapes) are necessary to show the actual damage.

d. Records. Agency records must be site-specific [identified by M.P. (K.P.), route, or cross street identifiers] for each eligible federal aid route. Costs must be supported by labor, equipment and material records or contract documents. This is necessary to obtain full reimbursement. (These records are critical for the long-term but need not be fully complete at the time of the DIR since the DIRs cost estimate can be just that — an estimate.)

e. Additional Data. This will include any items FHWA requests.

Because a significant amount of time may have elapsed since the disaster, the local agency may have to fund restoration costs while waiting for reimbursement. In many cases, the emergency work will already have been completed. Therefore, accurate and detailed records are required to verify the expenditures.

## 33.3 Reimbursable Expenses

**.31 Eligible Costs.** The following is the basic information on FHWA policy regarding emergency relief procedures for reimbursement under the ER Program. This is also outlined in the Emergency Relief Manual (USDOT/FHWA, September 1998).

Only certain items of repair or reconstruction of roads, streets, and bridges are eligible under the emergency relief program. The federal government will participate in costs when they are properly supported and documented and

when such costs are directly attributable and properly allocable to ER projects. For a site to qualify it must: exceed heavy maintenance; not be a pre-existing condition; and not already be programmed for federal-aid funding. For the purposes of the ER Program, heavy maintenance is defined as repair work less than $5,000 per site. Work is considered already programmed if construction funding for it is included in the State Transportation Improvement Program (STIP).

The emergency conditions most frequently experienced in Washington State are those resulting from damage to highways caused by storms which create flooding conditions. The processing of claims for damage by hurricanes, tidal waves, earthquakes, severe storms, landslides, volcanic eruptions, and other catastrophes will normally follow the criteria established for flood disasters. ER funds may participate in the emergency repair or reconstruction of: pavements or other surface courses; shoulders; embankments; cut slopes; natural and constructed drainage channels, including riprap, cribbing, or other bank control features; guardrail; bridges; retaining walls; signs and traffic control devices; culverts; bike and pedestrian paths, and fencing.

The ER program will only fund those activities: beyond heavy maintenance; required to restore essential travel; to prevent additional damage to the roadway; and work required to restore the roadway to its pre-disaster condition. Types of these eligible costs are as follows:

a. Debris Removal. This includes clearing debris from the traveled way, an adjacent pedestrian/bike facility, the clear zone and in some cases from the drainage systems associated with damaged project sites.

   This does not include the clearing of trees and other debris from all areas within the right of way. If debris is not obstructing traffic, an adjacent pedestrian/bike facility, in safety clear zones, or a drainage facility, removal of that debris would not be eligible for ER funds.

b. Traffic Control. For ER eligible roadways traffic control devices such as barrels, barricades and signs; the establishment of detour routes; and enforcement of detours and road closures by law enforcement personnel are eligible for funding. Reimbursement for traffic control can be handled on an area-wide basis with sufficient documentation of locations and type of work. ER reimburses the local agency and the state enforcement agencies for regular and overtime rates on ER eligible routes for performing disaster related traffic control activities. Documentation of hours, routes, etc., is required for reimbursement.

c. Landscaping. Landscaping and functional planting are eligible when associated with major damage restoration through permanent repair methods.

d. Active Construction Contracts. Damage due to the ER event within the limits of an active construction contract may also be eligible for ER funds.

Damage must be due to the event and clearly not the responsibility of the contractor (e.g., not due to inadequate protection of disturbed areas). The work must be done by change order (Section 52.5). Also, if adequate precautions were made to protect a nearby project because of the event, that work may be eligible.

e. Detour Routes. Establishment or construction of detours is eligible for ER funding. Routine maintenance of detours is not eligible, but repair of detour routes whether or not they are federal-aid eligible, is eligible for ER funding.

f. Sites Damaged by Two Separate Storms. When a site suffers damage in a second eligible ER event prior to completion of the permanent restoration, that work can be funded as part of the second storm. Temporary work completed before the second storm should still be charged to the first storm. In this case all work must be coordinated with the Region Local Programs Engineer and FHWA.

g. Administrative Expenses. Administrative expenses as listed below are also eligible for reimbursement.

(1) Regular and Extra Employees. Regular salaries, overtime salaries and wages of all the regular and extra employees directly engaged in work on ER projects are eligible for reimbursement. Timekeeping procedures should provide for allocating employees' time to projects and/or other activities each day on an hourly basis. The timekeeping document, such as a time slip, time and attendance report, or time book, is the source document which must be available for examination by audit personnel to support direct labor costs claimed on any ER project. The document should be signed by a responsible employee having knowledge that the time distribution is accurately reported.

(2) Payroll Additives. Usually referred to as a labor surcharge, a set percentage over and above the total direct labor costs charged to a project is eligible for participation. This surcharge is to cover costs of various types of leave allowances, industrial accident insurance coverage and other employee benefits. The allowable percentage rates will consist of the agency's calculated rates which normally vary from year to year. Therefore, the records used in developing percentage rates should be preserved under suitable control conditions to assure availability for examination when requested. The acceptable percentage rate may be applied only to direct labor costs.

h. Engineering and Right-of-Way. Only that preliminary engineering, right-of way, and construction engineering directly attributable to repair of eligible damages are eligible for ER reimbursement. Administrative costs are not eligible.

i. Traffic Damage. Generally damages of roadway surfaces due to traffic damage is not eligible for ER funds, but may be for surface damage repair

(1) on any public road when it is caused by vehicles making repairs to federal eligible roadways, (2) on any public road officially designated a detour route around a damaged federal eligible roadway, and (3) on any federal eligible roadway when damage is caused by vehicles responding to a disaster.

j. Overlays. Where entire sections of roadway are damaged and need to be constructed, new surfacing is eligible. Roadways submerged during flooding, but suffering no significant damage, are not eligible.

k. Raising Grades. For traditional flooding, temporary work, fill material and minimum riprap to raise roadway grades to maintain essential traffic service during flooding is eligible. Roadways temporarily raised to maintain essential traffic service and that suffer no significant damage as a result of the flood and work to permanently provide a higher grade (recompact fill and provide permanent surfacing) are not eligible. Contact your Region Local Programs Engineer to have them consult with FHWA on raising grades in basin flooding situations.

l. Slides. The removal of rock and mud slides is eligible. To be eligible for correction to provide a safe roadway, such a slide must be associated with the overall natural disaster or by itself qualify as a natural disaster. Projects to stabilize the slide area to protect the roadway or to relocate the roadway are eligible when justified as a betterment.

m. Traffic Control Devices. The cost of repair and replacement of traffic control devices (traffic signal, traffic control signs) is eligible only if such damage exceeds heavy maintenance.

n. Roadside Appurtenances. The cost of repair and replacement of roadside appurtenances (guardrail, bridge rails, impact attenuators, right-of way fences, etc.) is eligible if such damage exceeds heavy maintenance.

o. NEPA Process. An ER repair project may need to incorporate added features to mitigate impacts of associated items such as wetlands, noise, endangered species, etc. A general rule of thumb to follow: if the added feature is related to a betterment that is eligible for ER participation, then the mitigation feature is probably eligible for ER funding; if the betterment is not justified for ER funding, any added feature related to the betterment is probably not eligible for ER funding. Contact your Regional Highways and Local Programs Engineer to have them consult with FHWA on your specific situation.

p. Outside of the Roadway Right-of-Way. Generally, damage repair activities outside the roadway right-of way is not eligible for ER funding. The exception to this would be work (riprap, bank protection, etc.) associated with a stream channel adjacent to a roadway when the work is directly related to protection of the roadway.

q. Supplies and Materials. Engineering and general office supplies of an expendable nature, charged from stock or purchased for a particular project, and properly identified on the stock-issue slip or vendor's invoice with the project charged, are eligible for ER fund participation.

r. Equipment. The use of applicant-owned equipment or equipment owned by, and rented from, another public entity, or equipment rented from commercial sources (provided rental costs are reasonable) which is necessary for the work authorized under an ER project will be eligible for participation.

**.32 Ineligible Costs.** The ER Program is intended to correct disaster damage to highways. The ER program does not provide emergency transportation services (e.g., ambulances, helicopters, etc.), compensation for material, equipment, or economic losses (e.g., stockpiled material, maintenance equipment, lost revenue, etc.). Also, non-federal eligible roads, bridges and trails are not eligible for ER funds but can be submitted to FEMA for reimbursement. Below are descriptions of work that is ineligible for reimbursement:

a. Heavy Maintenance. When a disaster has caused damage requiring heavy maintenance or work frequently performed by the applicant's maintenance crews, repairs are usually not eligible. Heavy maintenance is work which is usually performed by agency's in repairing damage normally expected from seasonal and occasionally unusual natural conditions or occurrences. It includes work at a site, required as a direct result of a disaster, that can reasonably be accommodated by an agency's maintenance, emergency or contingency program. For the purposes of the ER Program, heavy maintenance is defined as repair work less than $5,000 per site.

b. Snow Removal. Snow removal is not eligible for ER funds.

c. Debris Removal. Debris that is not obstructing traffic, an adjacent pedestrian/bike facility, safety clear zones or a drainage facility, is not eligible for ER funds.

d. Prior Scheduled Work. Work already scheduled for repairing or replacing deficient facilities with federal aid funds, which are damaged during a disaster will not be eligible for ER funds. Work is considered already scheduled if construction funding for it is included in the STIP. This work should be funded as originally intended.

e. Traffic Damage. Repair of roadway surface damage caused by traffic, even if the roadway was inundated or the subgrade saturated, is not eligible, except as noted in Section 33.31-i.

f. Frost Heaving. Damage to roadway subbase and base materials due to inundation or because of freezing and resultant frost heaves, even if the roadbed has been saturated by flood waters, is not eligible for repair using ER funds.

g. Applicant-Owned Material. Replenishment of destroyed or damaged stockpiles of materials for both maintenance and construction that have not been incorporated into the roadway is not eligible for replacement under the ER program. Repair or replacement of damaged facilities such as maintenance sheds or equipment is not eligible for ER funds.

h. Erosion Damage. Minor erosion damage due primarily or wholly to rainfall and resulting from surface saturation of slopes and embankments, rather than flood waters, is considered heavy maintenance and is not eligible.

i. Mitigation/Preventative Work Prior to Disaster. Preventative work to avoid damage to a highway facility in anticipation of a disaster is not eligible for ER funding (e.g., work to prevent scour at a bridge site in anticipation of high rainfall and potential flooding).

j. Catastrophic Failure from Internal Cause. If the catastrophic failure is due to an internal cause, such as gradual and progressive deterioration or lack of proper maintenance, it is not eligible for ER funding.

## 33.4 Types of Emergency Relief Work

**.41 Temporary Emergency Repairs.** The intent of temporary operations, including emergency repairs, is to restore essential traffic which cannot wait for a finding of eligibility and programming of a project. Emergency repair work should be accomplished in a manner which will reduce additional work required for permanent repairs. Temporary emergency repair work, accomplished within the first 180 days after the occurence of the disaster, may be eligible for 100 percent federal aid.

Local agencies will need to coordinate with resource agencies for accelerated permit requirements. Local agencies will need to meet all local and state requirements.

The use of ER funds for temporary repairs to roadways will normally be limited to the amount necessary to bring the washed-out fills and slip-outs back to grade with a gravel surface. However, in most cases these emergency repairs to roadways will not be constructed to true line and grade. They will usually follow the terrain and be constructed in the easiest and fastest manner. The repair to the road, nevertheless, should be good enough so traffic can travel over it safely at a speed reasonable for the site conditions. Where routes handle heavy traffic, an appropriate type of bituminous surface as a temporary repair will be eligible for short sections of roadway.

**.42 Incidental Permanent Restoration.** FHWA's concurrence of the need for emergency work does not authorize the agency to proceed with permanent restoration work on damaged roadways. However, if the incidental permanent restoration is more economical or practical to perform as an associated part of the emergency operation it may be eligible. This incidental permanent restoration work can be performed with the emergency work provided it

is properly documented and authorized in the DIR. If such work has been accomplished prior to the site damage review, retroactive approval may be given when circumstances warrant.

There may be situations in which immediate completion of the permanent work is the most economical and feasible way to quickly restore essential traffic. An example would be a bridge and approaches being washed out, construction of a detour being both costly and time consuming, and the agency having precast concrete girders readily available that could be used at the site. In such a case immediate construction of the permanent structure and approaches could be accomplished at the discretion of the local agency and approval by FHWA would be considered incidental permanent restoration and would be documented and reimbursed in the same way as the emergency repairs.

The placement of the final surfacing is normally considered permanent repair. If done as emergency work, such paving must have FHWA concurrence, on the DIR or subsequent to the DIR, to be eligible for federal participation. FHWA will consider traffic characteristics, remoteness of the site, traffic control requirements and socioeconomic factors before approval.

**.43 Permanent Restoration.** Permanent restoration work will not be eligible if performed prior to program approval and authorization by FHWA, unless it is determined more economical or practical to perform such work as an associated part of the emergency repairs. Documentation of this determination is essential.

Permanent restoration is funded at the normal match rate for the route regardless of when the work is done. Permanent restoration shall be administered using normal Federal-aid procedures that include written authorization, NEPA clearance, design approval, permits, right of way certification, PS&E, advertisement period, etc. Permanent restoration work must begin within 2 years after the event.

Permanent restoration may involve one or more of the following categories of work:

a. Restoration-in-Kind. The ER program provides for repair and restoration of highway facilities to predisaster conditions. Restoration-in-kind is the expected predominant type of repair to be accomplished with ER funds. Any additional features or changes in character from that of the predisaster facility are generally not eligible for ER funding unless they can be justified because of construction, economy, prevention of future recurring damage or technical feasibility.

b. Replacement Facilities. Where a facility has been damaged to the extent that restoration to its predisaster condition is not technically or economically feasible, a replacement facility is appropriate. Replacement facilities should be constructed to current design standards. ER participation in a replacement roadway will be limited to the costs of

current design standards of comparable capacity (i.e., number of lanes) and character (i.e., surfacing type, access control, rural/urban section). Replacement of a bridge will be the cost of a new bridge to current design standards for the type and volume of traffic it will carry during its design life.

ER participation may be prorated at the costs of a comparable facility when the proposed replacement project exceeds the capacity and character of the destroyed facility.

c. Betterments. Betterments are defined as (1) added protective features, such as the rebuilding of roadways at a higher elevation, or the lengthening of bridges, or (2) changes which modify the function or character of the facility from its pre-disaster condition, such as additional lanes, or added access control. Betterments are generally not eligible for ER funding unless justified on the basis of economy, suitability and engineering feasibility and reasonable assurance of preventing future similar damage. Betterments should be obvious and quickly justified without extensive public hearing, environmental, historical, right-of-way or other encumbrances. The justification must weigh the costs of the betterment against the probability of future recurring eligible damage and repair costs.

   Upgrading that results from construction of replacement facilities to current standards as defined above is not considered a betterment requiring further justification. However, with respect to roadways, increases in capacity or a change in character of the facility would be considered betterments and are not justified for ER participation.

Betterments which have been approved in the past with proper justification include:

- Installation of riprap
- Relocation
- Increased waterway opening
- Slope/Bank stabilization
- Slide stabilization
- Dike construction
- Raise grade of roadway

Betterments resulting from environmental or permit requirements beyond the control of the agency are eligible for ER funds, if these betterments are normally required when the agency makes repairs of a similar nature in its own work.

Minor relocations and alignment shifts are frequently advisable and are generally eligible for ER participation. However, any design changes made to avoid damage which could be expected to occur infrequently is questionable.

Added features of appropriate protection, such as slope stabilization, slope protection and slide prevention measures wherever practicable, must have proper support. Slide stabilization work has been declared ineligible in problem areas where slides recur regularly. The cost of monitoring slide stabilization measures after completion of the initial stabilization is not eligible. ER participation in the initial construction does not create a continuing ER responsibility for future additional work.

Betterments which are eligible for reimbursement will be addressed, agreed to and documented on the DIR or approved separately by WSDOT and FHWA in response to a local agency request justifying the proposed betterment.

d. Replacement-in-Kind. Where extensive damage has occurred, ER funds may be used for replacement-in-kind as the proper solution but with current standard safety features. Where relocation is necessary, each case is considered carefully to determine what part of the relocation is justified for construction with ER funds.

e. Wayside Areas. Wayside areas include rest areas and truck weighing stations. Access and parking facilities at a wayside area can be cleared and protected as part of an ER project. Local agency and WSDOT maintenance facilities are not included.

f. Replacement of Culverts. Upgrading culverts to current standards must be specifically related to eligible disaster damage repair. Damaged culverts are eligible for repair in kind. Destroyed culverts are eligible for replacement to current standards. Area-wide upgrading of deficient culverts on an area or route basis is not eligible.

g. Deficient Bridges. This includes bridges unsafe in structural condition only and does not consider waterway opening, functional obsolescence or serviceability. A structurally deficient bridge which was not under construction or scheduled for replacement with other federal funds may be eligible. ER funds do not replace other federal funds. The following represent two common situations:

(1) Bridge is damaged and is repairable. ER funds may participate in:

- Reasonable emergency repair to restore travel.
- Permanent repair of disaster damage if bridge will be structurally safe upon completion of disaster damage repair (repairs correct structural deficiency).
- Permanent repair of disaster damage if other funds are used to simultaneously correct the structural deficiencies (repair of disaster damage will not correct structural deficiency).
- No permanent repair if bridge is scheduled for replacement.

(2) Bridge is destroyed or repair is not feasible. ER funds may participate in:

- Reasonable emergency repairs to restore traffic.
- New comparable replacement structure if bridge was not scheduled for replacement.
- No permanent repair if bridge is scheduled for replacement.

h. Bridge Betterments. Two common bridge betterment situations are:

(1) Bridge is destroyed. A new comparable replacement structure would be eligible. Betterments are generally not a consideration except:

- Extensive relocation of a replacement bridge is an ineligible betterment and ER participation will normally be limited to the cost of the structure and a reasonable approach length.
- Replacement of a current non navigable structure or movable bridge with a high level navigable structure is beyond the intent of a comparable facility and is an ineligible betterment.

(2) Bridge is seriously damaged but repair is feasible. Repair-in-kind is eligible for ER funds.

Added protection features such as riprap, spur dikes or additional channel work if justified as a betterment would be eligible (i.e., there is reasonable assurance that similar future damage would be prevented and the cost of the betterment does not unreasonably exceed anticipated future ER costs).

Control features for stream channels outside the agency's right-of-way are generally not eligible. Work involved in channel changes, riprap, bank protection, clearance of debris and wreckage from the channels and stream beds, and other associated permanent work is not eligible. However, if the agency can establish it has jurisdiction and responsibility for the maintenance and proper operation of this section of the stream the work may be eligible.

Normally, projects associated with channel work (riprap, bank protection, etc.) that require right-of way purchases and/or easements outside the right-of-way are not eligible. The fact the agency responsible for channel maintenance does not have funds to finance the repair and protection work, is not an acceptable reason for ER fund assistance. In situations involving requests for participation in erosion control and bank protection outside the agency right-of-way, the following items must be verified by the agency to obtain eligibility:

- The work is directly related to protection of the highway facility.
- The work is not eligible for funds from another agency.

- No other agency has the responsibility for such work.
- The applicant agrees to accept the future maintenance of all work performed.

  When work of this type is proposed, the project documents should include a letter from the local agency covering all four of the above features including acceptance of the responsibility for maintenance. Other supporting data should include copies of correspondence with the Corps of Engineers or other appropriate agency to verify that no other eligibility or responsibility exists.
- Increased bridge width or other geometric improvements and correction of non disaster-related structural or surfacing improvements such as deteriorated pilings or decks are not eligible.

i. Protective Work. When permanent and emergency repairs cost considerably less than proposed protective measures such as riprap, eligibility of protective measures is questionable. For example, if repairs consisting of replacement-in-kind cost only $3,500 and the estimated cost to provide sufficient protection to prevent damage under similar unusual conditions is $9,000, participation beyond that necessary for replacement-in-kind would not be economically justified.

j. “Convenient” Damage. The elimination of a recurring annual maintenance problem based on the occurrence of a disaster is questionable. For instance, an applicant proposes to replace a damaged triple box culvert and roadway fill with a bridge. This is a betterment to alleviate an annual maintenance problem which was accelerated by a disaster. ER participation in the construction cost of a bridge is limited to the amount necessary to repair the triple box culvert.

k. Rock and Mud Slides. The removal of rock and mud slides is eligible unless determined to be a pre-existing condition. Such a slide, unless justified on its own as a catastrophic failure, must be associated with the overall natural disaster and must have occurred during the event period as determined by FHWA and/or FEMA.

   When an old slide has been activated during a natural disaster, its correction to provide a safe roadway is eligible. Should the agency propose to relocate a road instead of correcting the old slide, the cost of the relocation to predisaster capacity and character may be eligible if justified as a betterment.

   Slide stabilization is also a betterment. ER participation must be based on detailed analysis of the slide and reasonable assurance of preventing similar future damage, showing stabilization costs do not unreasonably exceed anticipated ER costs. Such analysis must include road relocation, do-nothing alternatives and consideration of previous testing recommendations for the area.

l. Plugged Culverts. Cleaning out plugged culverts is an eligible activity as long as it is considered beyond heavy maintenance and is associated with other eligible damage. Replacement of plugged culverts should be considered eligible only when justified as a betterment or when cleaning is not cost effective.

## 33.5 Contracts

The onslaught of a disaster requires quick reaction by local agencies to protect the traveling public and the remaining facility. The initial actions taken by local agency personnel are usually reimbursable if they meet the ER program requirements. The initial repairs may be accomplished using local agency forces, solicited contracts and/or sole source contracts, as described below. These are all allowable during the initial impact to agencies. When agencies use these methods, documentation of their procedures and approval by WSDOT and FHWA are required for reimbursement.

Restoration work shall be undertaken by competitively bid construction contracts (Chapter 52). All federal requirements (i.e., Davis-Bacon, Buy America, Federal Wage Rates, DBE, etc.) must be included in the same manner as a typical non-disaster federal aid project.

**.51 Local Agency Forces.** Due to the emergency character of the work, state and local agency forces (Chapter 61) and/or negotiated equipment rental contracts with owner/operators may be used in handling a considerable portion of the emergency repairs. An owner/operator is defined as someone who owns and operates their own equipment, with no other employees on a payroll, at a negotiated hourly operated rate. Local agencies may supplement their own forces by using the Public Works Emergency Response Mutual Aid Agreement or other interlocal agreements as appropriate. The intent is to restore essential traffic and stabilize any hazardous conditions caused by a disaster.

A formal finding for local agency forces work for temporary emergency repairs is not required. WSDOT and FHWA approval is required for reimbursement of local agency forces work on permanent restoration work.

**.52 Solicited Contract.** This type of contract may be warranted due to the emergency character of the work. A minimum of three contractors/material suppliers are contacted and asked to submit bids on specific units of work. A source for these contractors would be the local agency's small works roster. These contracts shall be based on force account procedures (Standard Specifications 1 09.6), unit bid items or a combination of the two. These contracts will have a set of plans and specifications which may be abbreviated (Section 33.63).

The intent is to restore essential traffic and stabilize any hazardous conditions caused by a disaster or as noted on the DIR. FHWA and WSDOT approval is required to use this method of contracting. Unless emergency circumstances

make it impossible or unfeasible to do so, provisions of 23 U.S.C. 112(c) which require a sworn statement of noncollusion apply.

Likewise, a written summary must be prepared showing how the solicitation was done, who was contacted, and the responses by the contractors/material suppliers.

**.53 Sole Source Contract.** Approval by WSDOT and FHWA is required to use this type of contract. The approval may be given verbally or at the time of the on-site review (DIR). The intent is to restore essential traffic and stabilize any hazardous conditions caused by a disaster or as noted on the damage inspection report. These contracts shall be based on force account procedures (Standard Specifications 1-09.6), unit bid items or a combination of the two. These contracts will have a set of plans and specifications which may be abbreviated (Section 33.63).

The type of work allowed for using a sole source contract include:

- Only one contractor in the area to perform the work;
- A contractor on-site under a current contract; or
- The work is defined as specialty work.

Documentation is required justifying the use of a sole source contract.

## 33.6 Additional Project Requirements

**.61 Design Standards.** Reconstruction of damaged roadway and bridge facilities must be to adequate standards, including appropriate safety features. Reconstruction of extensively damaged facilities, including betterment projects when adequately justified, should be to the current design standards. Replacement of roadway facilities other than bridges is limited to the existing number of lanes and surface type. Bridges may be replaced with a facility which meets current geometric and construction standards required for the type and traffic volume which such facility will carry over its design life.

**.62 Environmental Impact Assessment.** A categorical exclusion under 23 CFR 771.115(9), (13), and (14) is generally applicable to ER projects. This would apply to repair the damaged roadway to predisaster conditions and requires the concurrence of FHWA as noted on the DIR. If the finding cannot be made, the project is subject to an environmental assessment under provisions of 23 CFR 771.

Emergency repairs during or immediately after a natural disaster are generally classified as categorical exclusions as are general permanent repairs if they are replacements in kind (23 CFR 771 and 40 CFR 1508.4).

Extensive environmental processing could jeopardize an otherwise reasonable project by removing it from an eligible category as described above. In other words, if a situation persists with no correction for an extended period of time, it may be unreasonable to continue to classify the project as a disaster-related emergency. The project would then need to be funded as a normal federal aid project.

**.63 Abbreviated Plans.** The FHWA Division Administrator may approve the use of abbreviated plans provided that they provide essential information necessary to describe the work to be accomplished and determine the reasonableness of unit prices for contract or force account work.

## 33.7 Funding

WSDOT Highways and Local Programs will process all the required data and submit it to FHWA for fund authorization. A standard funds request package should include:

- Project check list with supporting data as appropriate. (Chapter 21)
- Pictures of the affected site (before and after).
- A **signed** copy of the DIR.

When submitting projects for funding, multiple sites on the same federal route or area within a local agency's jurisdiction may be grouped together under one Local Agency Agreement and Project Prospectus provided individual site information is included.

Project fund requests which exceed the original DIR must have a detailed explanation of the additional work required to complete the work. If the work done is outside the scope of the DIR, concurrence by FHWA will need to be coordinated through the Regional Highways and Local Programs Engineer prior to fund authorization. Any work to be done as the finding of a geotechnical report needs to be pre-approved by FHWA through the Regional Highways and Local Programs Engineer.

All projects which involve a contract must follow the guidelines outlined in Chapter 46, of this manual. All further action, including processing, billing and payment will be in accordance with Chapter 23 of this manual.

Final vouchers, inspection, audit and project closure are accomplished in accordance with Chapter 53 of this manual.

## 33.8 FEMA Program Guidelines

Federal Emergency Management Agency (FEMA) provides funding for restoration of damaged roads and bridges not eligible for ER, individual assistance and public assistance. Off system roads, bridges and trails (no matter where the initial funding came from) are eligible for FEMA

reimbursement. Although neither FHWA nor WSDOT is involved in disaster relief project funding for non-federal aid roads/streets, this section has been included for informational purposes. For additional information call 1-800-562-6108.

Federal share payable is 75% of the eligible costs for damage described under FEMA's emergency activities. Overtime only, on non ER eligible routes, for debris removal, emergency protective measures and traffic control is also reimbursable at 75% by FEMA.

The FEMA program provides federal reimbursement of eligible costs to repair, restore, reconstruct or replace damaged roadway facilities not eligible for ER. This includes emergency opening and permanent restoration.

Before funds are made available, the Governor must proclaim a state of emergency and request assistance from the President for assistance. The President must declare either an emergency or a major disaster.

The Disaster Recovery Manager of FEMA and Washington State's Governor's Authorized Representative are responsible for determining program eligibility based on criteria established by the federal government. The Governor's Representative is responsible for the program's administration.

**Applying for Federal Assistance.**

a. Governor's Request for Federal Assistance. Based on the preliminary damage assessments, the EMD prepares the Governor's request letters, for the Governor's signature, which are submitted through FEMA to the President of the United States.

b. Presidential Declaration. If the President determines that the situation warrants federal assistance, the President declares either an emergency or major disaster and invokes the applicable sections of the FEMA regulations.

c. Federal/State Agreement. After the President makes the declaration of emergency, the Governor and the FEMA Administrator sign a federal/state agreement for federal, state and local participation.

**Actions After Federal Funding Approval.**

a. Preparation of Damage Survey Reports (DSR). EMD and FEMA jointly establish disaster field offices to coordinate federal and state response.

b. Applicant Briefings — Eligibility Determination. The Governor's Representative and Federal Disaster Recovery Manager will conduct applicant briefings. These briefings are for local elected officials, program administrators and accountants/bookkeepers. Local representatives are told what kind of assistance they will receive and the process to obtain the assistance. WSDOT Highways and Local Programs will provide a representative at the briefing to discuss the ER program.

c. Determination Review. In most cases, if not all, the Governor's Representative and the Disaster Recovery Manager will review and determine eligibility of the DSRs in the disaster field office. Those not determined in the disaster field office will be followed up by both the Governor's Representative and the Disaster Recovery Manager at a later date.

d. State Requirements. The Governor's Representative will coordinate with fisheries and wildlife departments to review each project's DSR and determine if a hydraulic permit approval is required.

e. Project Modifications. The applicant does the work and if a time extension, scope, or fiscal modification is required, the applicant makes a request to the Governor's Representative for consideration.

f. Project Closure. When the work has been completed, the applicant submits a Statement of Documentation to the Governor's Representative. The Governor's Representative determines whether or not final inspections need to be conducted based on program guidelines. Projects will be audited as part of the Single Audit Act by the State Auditors Office. Once all the program requirements have been met and final payment made, the Governor's Representative will send a close-out letter to the applicant.

When the federal audit or review is completed, the FEMA Regional Office forwards the reimbursement request to their National Office. The FEMA National Office forwards the final payment through the state's EMD, and closes out the project application.

## 33.9 Appendices

33.91 Local Agency Proclamation

33.92 Governor's Proclamation

33.93 Local Agency Damage Inspection Report

Forms

Forest Highway System Map

**SAMPLE**

**LOCAL AGENCY PROCLAMATION**

Date _____

WHEREAS, the _____ County Department of Community Development/ Division of Emergency Management has reported to the Board of County Commissioners, that beginning on _____, 19___, unusual weather conditions, consisting of heavy snowfall followed by rain, have caused a disaster by creating extensive flooding in parts of _____ County; and

WHEREAS, extensive damage has occurred and is still occurring to county roads and bridges, private roads, homes, businesses, and farmland; and

WHEREAS, persons and property are and will be damaged unless further efforts are taken to reduce the threat to life and property; and

WHEREAS, there is a present emergency which necessitates activation of the _____ ____ County Disaster Preparedness Plan and utilization of emergency powers granted pursuant to RCW 36.40.180 and RCW 38.52.070(2), therefore

BE IT RESOLVED BY THE BOARD OF _____ COUNTY COMMISSIONERS:

SECTION 1

It is hereby declared that there is an emergency due to the flooding conditions in _____ County. Therefore, designated departments are authorized to enter into contracts and incur obligations necessary to combat such disaster, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster.

SECTION 2

Each designated department is authorized to exercise the powers vested under Section 1 of this resolution in the light of the urgency of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

Board of County Commissioners

_____ County, Washington

Chairperson, _____

Commissioner, _____

Commissioner, _____

Note: Mailed to all county newspapers on above date.

cc: Washington State Emergency Management, re. notification by phone
Washington State Department of Transportation, Regional Highways and Local Programs Engineer

STATE OF WASHINGTON

OFFICE OF THE GOVERNOR

*P.O. Box 40002 • Olympia, Washington 98504-0002 • (206) 753-6780*

**PROCLAMATION BY THE GOVERNOR**

WHEREAS, a severe storm causing extensive flooding due to high rain fall amounts and mountain snow melt began on March 18, 1997, threatening citizens and property of Washington State;

WHEREAS, severe flooding is causing extensive damage to public property, private property, and infrastructure in Grays Harbor, Jefferson, Kitsap, and Mason counties;

WHEREAS, the Washington State Military Department, following the state's Comprehensive Emergency Management Plan is coordinating resources to support local officials in alleviating the immediate social and economic impacts to people and property. The severity and magnitude of the destruction from flooding are beyond the capabilities of the affected political subdivisions;

NOW THEREFORE, I, GARY LOCKE, Governor of the state of Washington, as a result of the aforementioned situation and under RCW 43.06 and 38.52, do hereby proclaim that a State of Emergency exists in Grays Harbor, Jefferson, Kitsap, and Mason counties and direct implementation of the Washington State Comprehensive Emergency Management Plan. State agencies and departments are directed to utilize state resources and to do everything possible to assist affected political subdivisions in an effort to cope with the emergency. I also hereby order into active service the State of Washington National Guard, or such part thereof as may be necessary in the opinion of the Adjutant General to perform such duties as directed by competent authority. Additionally, the Washington State Military Department, Emergency Management Division is instructed to coordinate all disaster-related assistance to the affected areas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the state of Washington to be affixed at Olympia, this nineteenth day of March, A.D., nineteen hundred and ninety-seven.

Governor of Washington

BY THE GOVERNOR

Secretary of State

**Washington State Department of Transportation**

## Detailed Damage Inspection Report
## FHWA Emergency Relief

| Applicant | County(s) | FHWA Disaster No. |
|---|---|---|
| Location of Damage (Name of Road or Street) | Milepost<br>From _____<br>To _____ | Inspection Date<br>Federal-Aid Route |
| Description of Damage (Include Bridge Number(s) if Applicable) | | Local /State Project No(s).<br>Functional Class |

**Cost Estimate (Including Preliminary and Construction Engineering)**

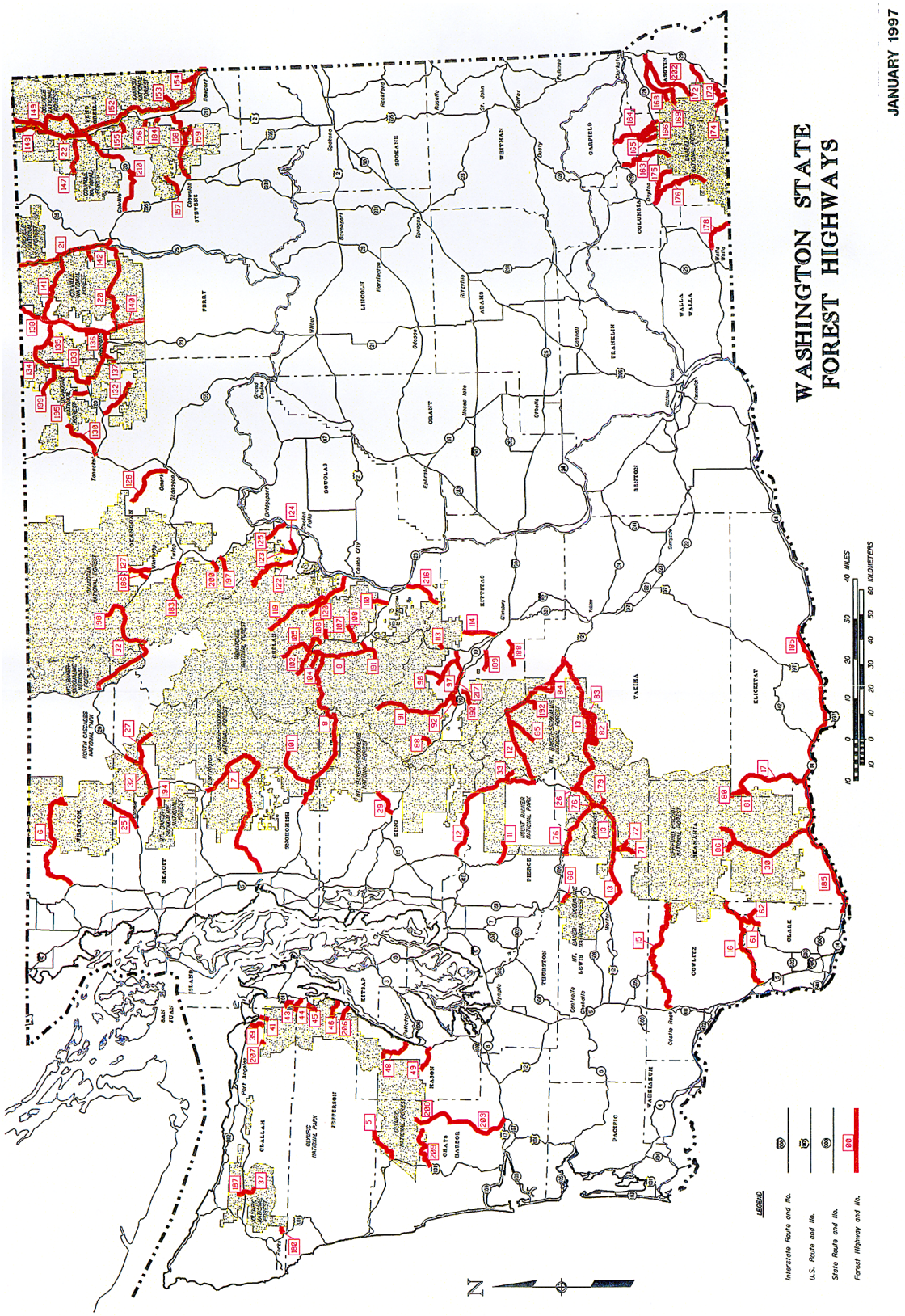
Temporary/Emergency Repair and Incidental Permanent Restoration work are eligible for 100% Federal participation until _____

| | |
|---|---|
| **Temporary/Emergency Repair** *(Work required to restore essential travel and protect the remaining facility from immediate threat.)*<br>Method of Work: ☐ Local/State Force Account ☐ Emergency Contract **Total Temporary Repair** | Temporary / Emergency Repair<br>$ |
| **Incidental Permanent Restoration** *(That portion of the permanent work which has been determined to be more economical to be constructed along with the Temporary/Emergency work.)*<br>Method of Work: ☐ Local/State Force Account ☐ Emergency Contract **Total Incidental Perm.** | Incidental Permanent Restoration<br>$ |
| **Permanent Restoration** *(This work is eligible for Federal participation at the standard matching ratio. This work **must receive additional FHWA authorization before advertisement**.) Describe any proposed betterments and their eligibility.*<br>Preliminary Engineering<br>Right of Way<br>Construction<br>Method of Work: ☐ Local/State Force Account ☐ Contract **Total Perm. Restoration** | Permanent Restoration<br>_____<br>_____<br>_____<br>$ |
| Environmental Classification<br>ESA, Section 106, and Section 4(f) are required on all ER work.<br>NEPA approval is required on permanent work only. **Total Estimated Cost** | $ |

| | | |
|---|---|---|
| Recommentation for Eligibility ☐ Yes ☐ No | Local Agency Representative | Date |
| Recommentation for Eligibility ☐ Yes ☐ No | State Representative | Date |
| FHWA Recommendation ☐ Eligible ☐ Ineligible | FHWA Engineer | Date |

DOT Form 300-001EF
(Revised 01/2008)

# *Forest Map*


WASHINGTON STATE
FOREST HIGHWAYS
JANUARY 1997
LEGEND
Interstate Route and No.
U.S. Route and No.
State Route and No.
Forest Highway and No.
MILES
KILOMETERS
N

## 34.1 General Discussion

The primary objective of the Federal Highway Bridge Program (HBP) is to enhance travel safety through replacement and rehabilitation of bridges that are either physically deteriorated or that no longer provide the necessary the level of service. Deteriorated bridges that are in poor condition are considered Structurally Deficient (SD) and bridges with existing geometric configurations below current standards for service demands are considered Functionally Obsolete (FO). Routine maintenance is not eligible for HBP funding.

This chapter describes the process for inspecting and selecting bridge projects to be funded using HBP funds.

## 34.2 Bridge Condition Inspection Program

A methodical Bridge Inspection Program is mandatory for agencies that want to qualify for HBP funds.

The Federal Highway Administration (FHWA) has set the national standards for the proper safety inspection and evaluation of bridges in a document called the National Bridge Inspection Standards (NBIS). These standards are located in the Code of Federal Regulations, 23 Highways Part 650, Subpart C. The December 14, 2004 electronic version of the NBIS can be found online at www.fhwa.dot.gov/bridge/. Information and guidance on bridge condition inspection in Washington State is located in the *Washington State Bridge Inspection Manual* (WSBIM). An electronic version of the WSBIM can be accessed at http://www.wsdot.wa.gov/Publications/Manuals/M36-64.htm. Reference these documents for additional information on the following subjects.

**.21 Delegation of Bridge Program Manager Status.** Each State Transportation Department is required to have an Inspection Organization responsible to inspect, or cause to be inspected, all highway bridges located on public roads that are fully or partially within the State's boundaries, except for bridges owned by Federal agencies. The WSDOT Local Agency Bridge Engineer is the Program Manager for county and city owned bridges. The NBIS contains provisions to allow delegation of bridge program functions identified in §650.307 (c) (2). See Appendix 34.604.

**.22 Bridge Inspection Types and Frequencies.** Each structure in the National Bridge Inventory (NBI) shall receive a routine inspection at intervals not to exceed 24 months. Routine Inspections may require special access equipment in order to perform a hands-on inspection. Highways & Local Programs (H&LP) administers a program called the High Cost Inspection Program to help provide for these inspections. See Section 34.31 below.

Inspections that require special equipment or procedures are:

1. Complex Bridges
2. Underwater Inspection
3. Bridges with fracture critical elements

Inspection frequency requirements are outlined in the flow chart in Appendix 34.602 of this manual and are detailed in the WSBIM.

**.23 Qualification of Bridge Inspection Personnel.** Federal regulations specify the requirements for two positions within a Bridge Inspection organization:

- Program Manager
- Team Leader

The **Program Manager** is the individual in charge of the bridge program, that has been assigned or delegated the duties for bridge inspection, reporting, and inventory. The program manager provides overall leadership and is available to the inspection team leaders to provide guidance.

Minimum Qualifications for Program Manager are:

- Registered Professional Engineer or 120 months of inspection experience
- And successful completion of FHWA approved Comprehensive Bridge Inspection Training Course.

The **Team Leader** is the individual in charge of an inspection team and is responsible for planning, preparing and performing field inspection of the bridge. The Team Leader is required to be onsite for all condition inspection activities, and is responsible for the inspection and for accurate inventory coding.

Minimum Qualifications for Team Leader are:

- Qualified Program Manager
- Or, 60 months of bridge inspection experience and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Certified Level III or IV NICET bridge safety inspector and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, BS degree in engineering, and successfully passed EIT, and 24 months Bridge Inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Associates degree in engineering, and 48 months bridge inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course

The flow chart in Appendix 34.601 describes the required qualifications for the Program Manager and Team Leader positions. The time requirements listed for qualification are measured by the actual time spent performing the designated activity or related tasks.

All applications for Program Manager and Team Leader certification will be reviewed and approved by the WSDOT H&LP. Program Manager delegation is issued to an individual within a specific agency that meets the qualifications, not to the agency. Any change of employment of the Agency Bridge Program Manager requires re-delegation by WSDOT H&LP of these functions to other qualified personnel within the specific agency (see Section 34.21). Certification of Bridge Program Manager status will be in writing to the individual in question. Bridge Inspector Team Leader certification will be acknowledged through an e-mail response and by activation of Certified Bridge Inspector privileges in the Bridge Works Bridge Inspection Software. Any acknowledgement of certification will become part of the "Staff Qualification" file that the agency must maintain and which will be checked during QA/QC reviews. Agencies must retain a minimum of one certified Team Leader to have inspection responsibilities delegated to them.

Agencies that elect to hire consultants for bridge inspections are required to use bridge inspectors that have been certified by H&LP. WSDOT maintains a list of qualified inspection service consultants which is available through H&LP.

**.24 Continued Certification of Bridge Inspection Personnel.** Bridge Inspectors certified by WSDOT must participate in a continuing education program to maintain certification. This program requires each of the following during a five-year period:

- 60 hours of Bridge related training including WSDOT sponsored bridge training and bridge conferences and other NHI Bridge Training courses.
- An approved Bridge Inspector Refresher Training course.
- Field evaluation performed by WSDOT H&LP during QA/QC reviews (see 34.3).

Visit the H&LP Bridge Services Web site at http://www.wsdot.wa.gov/LocalPrograms/Bridge/Training.htm for Bridge Training opportunities.

**.25 Bridge Inspection Records and File Requirements.** Bridge owners are required to maintain a complete and current official bridge file for each National Bridge Inventory (NBI) structure. This file is to be maintained throughout the life of the bridge. Chapter 1 of the WSBIM and Appendix 34.604 list what information the official bridge file should contain and detailed guidance on what to include.

Agencies must identify bridges requiring special attention and keep these Master Lists with the official bridge files. Items such as, Fracture Critical Member Inspections, Load Posted Bridges, Underwater Inspections, Complex Bridge Inspections, and Scour Critical Bridges, should be noted on the Master Lists.

Additionally, each local agency is required to maintain a current file on each member of the Inspection staff detailing their experience and training.

**.26 Bridge Load Ratings.** All NBI bridges require load ratings which must be stamped and signed by the Professional Engineer performing the analysis. These ratings must be placed in the official bridge file as discussed in Section 34.25. Bridges must be posted or restricted when the maximum load carrying capacity drops below the maximum unrestricted legal load. Additional load rating requirements are available in Chapter 5 of the WSBIM.

**.27 Bridge Scour Analysis.** A scour evaluation is required for each bridge over water. Chapter 5 of the WSBIM provides information necessary to perform this evaluation. The scour analysis must also yield the federal scour code as detailed in Chapter 2 of the WSBIM under the Washington State Bridge Inventory System (WSBIS) WB76-80 card. This evaluation becomes part of the official bridge file discussed in Section 34.25.

***Note:*** Codes U, T, and 6 are temporary codes and must be replaced with one of the permanent codes as soon as possible.

Plans of action for monitoring as well as scour mitigation plans are required for all bridges determined to be "scour critical."

**.28 Critical Damage Bridge Repair Reports.** A Critical Damage Bridge Repair Report must be completed whenever a bridge is identified as having significant structural damage causing emergency load restrictions, lane closure, bridge closure, or if a bridge has failed.

H&LP Local Agency Bridge Engineer must be notified by telephone or e-mail within one working day of identification of a problem. This notification starts a series of reports that are ultimately forwarded to FHWA. This series of reports allows the local agency, H&LP, and FHWA to track the status of critically damaged bridges until the bridge is returned to full service. See Chapter 6 of the WSBIM for contact information, timelines, forms, and procedures.

## 34.3 Quality Assurance and Quality Control Reviews

H&LP conducts Quality Assurance and Quality Control (QA/QC) reviews statewide to maintain compliance with the NBIS standards and verify local bridge inspection programs are functioning effectively. Agencies will be reviewed a minimum of once every three years. H&LP will work with agency personnel in evaluating the program's strengths and weaknesses and make suggestions for correction of any program deficiencies.

The QA/QC reviews will factor in to the recertification of Team Leaders along with results from refresher training and individual evaluations. Some important elements that will be checked during the QA/QC review include the following:

a. Staff qualifications;

b. Completeness and organization of bridge files;

c. Accurate and current Master Lists;

d. Accurate and properly documented bridge load ratings;

e. Accurate and complete scour evaluations including scour codes and plans of action for all scour critical bridges;

f. Thoroughness and completeness of inspections;

g. Inspection frequency as outlined by the NBIS, see Appendix 34.602.

The results of the review will be discussed with the agency followed by a formal letter summarizing the review.

**.31 WSDOT High Cost Bridge Inspection Program.** Bridge inspections requiring special equipment or procedures, as detailed in Section 34.22 above are eligible for the High Cost Inspection Program. This program provides some or all of the personnel or equipment necessary to perform inspections that require special access or procedures. Highways & Local Programs maintains a Master List of Local Agency owned structures requiring High Cost inspections,

## 34.4 Small City Bridges

Washington Counties have accepted inspection responsibilities for bridges owned by small cities (populations less than 5,000) 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 more than 20 feet in length measured along the centerline.

2. It must be recorded in the Washington State Bridge Inventory System (WSBIS).
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. Seismic-Paint-Scour: Eligible activities may be funded for bridges regardless of sufficiency rating. However, bridges must be scour critical or have unknown foundations to be eligible for scour projects.
5. No replacement or rehabilitation projects can have been performed using HBP funds in the past 10 years. There is no moratorium following Seismic-Paint-Scour projects.
6. Bridges with structurally deficient decks (Deck Overall codes of 4 or less) are eligible for rehabilitation regardless of sufficiency rating. The 10 year moratorium will not disqualify the candidate; however, once the deck has been replaced or rehabilitated, the ten-year rule will apply.

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). A further explanation of sufficiency rating and criteria for structural deficiency and functional obsolescence can be found at http://www.wsdot.wa.gov/LocalPrograms/Bridge/Resources.htm under a link labeled "Bridge Analysis." A sufficiency rating generator is included as part of the Bridge Works Bridge Inspection software which is available for download at http://www.wsdot.wa.gov/LocalPrograms/Bridge/BridgeWorks.htm.

**.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. Design-year ADT will be determined per Section 43.21.
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 existing 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 the existing 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 and shall not be considered scour critical (WB76-80 coded 8 or 9).

Both a load rating and a scour analysis shall be provided for the official bridge file.

**.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 Seismic-Paint-Scour.** Project eligibility and priority ranking is based on the Washington State Bridge Management System (BMS) element data. See Chapter 4 of the WSBIM for BMS information.

**.55 Eligible Bridge Costs.** The following are eligible bridge costs:

1. Bridge Construction: All items typically detailed by bridge designers (concrete, re-bar, piling, barriers, expansion dams, etc.).

2. Bridge Aesthetics: Limited to the treatment required in the approved NEPA documents. Typically, paints or pigmented sealers and fractured fin finishes on concrete structures will not be approved.

3. Demolition of existing structures.

4. Detour. All work items required to accommodate the construction of the new bridge.

5. Traffic Control for the Work Zone: Prorated by costs of bridge vs. approach work.

6. Structural Excavation and Backfill for Bridge: Includes abutments, wing walls, footings, cofferdams, etc.

7. Riprap Protecting Bridge Structure Within the Right of Way: Riprap placed within the right of way to protect the structure can be considered a bridge item.
8. Approach Slab: The approach slab is a reinforced concrete element that protects the bridge and abutments from impacts and can be considered a bridge item.
9. Approach Guardrail Transition Section: Approach guardrail systems are installed in accordance with Standard Plans and are considered a bridge item provided site conditions do no require unusually long transitions.
10. Retaining Walls (up to 20 feet maximum distance from the abutment): Retaining walls are structural elements that serve the same functions as the standard bridge wing walls and are designed by bridge designers. Retaining walls beyond these limits would not be considered bridge items.
11. Bridge Drainage: Including components necessary to carry water from the structure.
12. Environmental Mitigation: Prorated for the bridge, demolition of existing structure, and/or detours.
13. Mobilization: Prorated by costs of bridge and approach work.

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

**.56 On-Site Field Review of Candidates.** The on-site field review verifies the condition of the bridge, review site information and finalizes scope of work.

a. Field Review Team. The Field Review Team consists of the WSDOT H&LP Bridge Engineer (Review Team leader), a local agency bridge owner representative, the Region Local Programs Engineer, and FHWA Division Bridge Engineer whenever possible. On non-CA agency bridges, the Field Review Team will also have a representative from the agency providing CA services for the non-CA agency. The H&LP Bridge Engineer may add other representatives as deemed appropriate for specialized conditions.

b. Review Procedures.

   1. The Field Review Team conducts an on-site review of proposed bridge projects. The Field Review Team may use results of a previous review for a bridge submitted but not funded, provided the review was conducted within the past three years.

   2. The Bridge Inspection Report is reviewed at the site. The Field Review Team looks for inconsistencies between condition codes, load ratings, postings, ADT, and other factors. The WSDOT H&LP Bridge Engineer calculates an independent sufficiency rating based on codes agreed

to by the review team. The final sufficiency rating may change again based on information requested by the team but not available during the field review.

3. The items submitted with the application are reviewed at the site. The Field Review Team reviews the site in detail and decides on which of three funding program best fits the condition of the bridge.
   a. Replacement projects, the bridge is rated as a good, fair, or poor project for replacement.
   b. Rehabilitation projects.
   c. Seismic-Paint-Scour.
4. A consensus is reached on the appropriate funding program and scope of work for the project.
5. The project cost estimate submitted by the agency is discussed in detail and revised as appropriate.

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

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

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

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

There are two situations when an agency can request additional funding.

1. **Prior to Construction Obligation/Authorization.** At the construction authorization point, the agency is required to have all necessary funding secured. If the current engineer's estimate exceeds the amount of funding approved for the project, the agency may submit a request to increase federal funding.

   Approval for the increase in funding must be received prior to construction authorization or all costs above the original amount approved for the project will be the responsibility of the agency.

2. **After Advertisement But Before Award.** If all bids received exceed the amount of funding approved for the project, the agency may submit a request to increase federal funding.

   Approval for the increase in funding must be received prior to awarding the project contract or all costs above the original amount approved for the project will be the responsibility of the agency.

   H&LP will send a letter to the agency approving or denying the proposed increase. If approved, the local agency must then prepare, sign, and submit a Supplemental Agreement to the Region Local Programs Engineer for further processing.

## 34.6 Appendices

34.601 NBIS Regulation Qualifications of Personnel

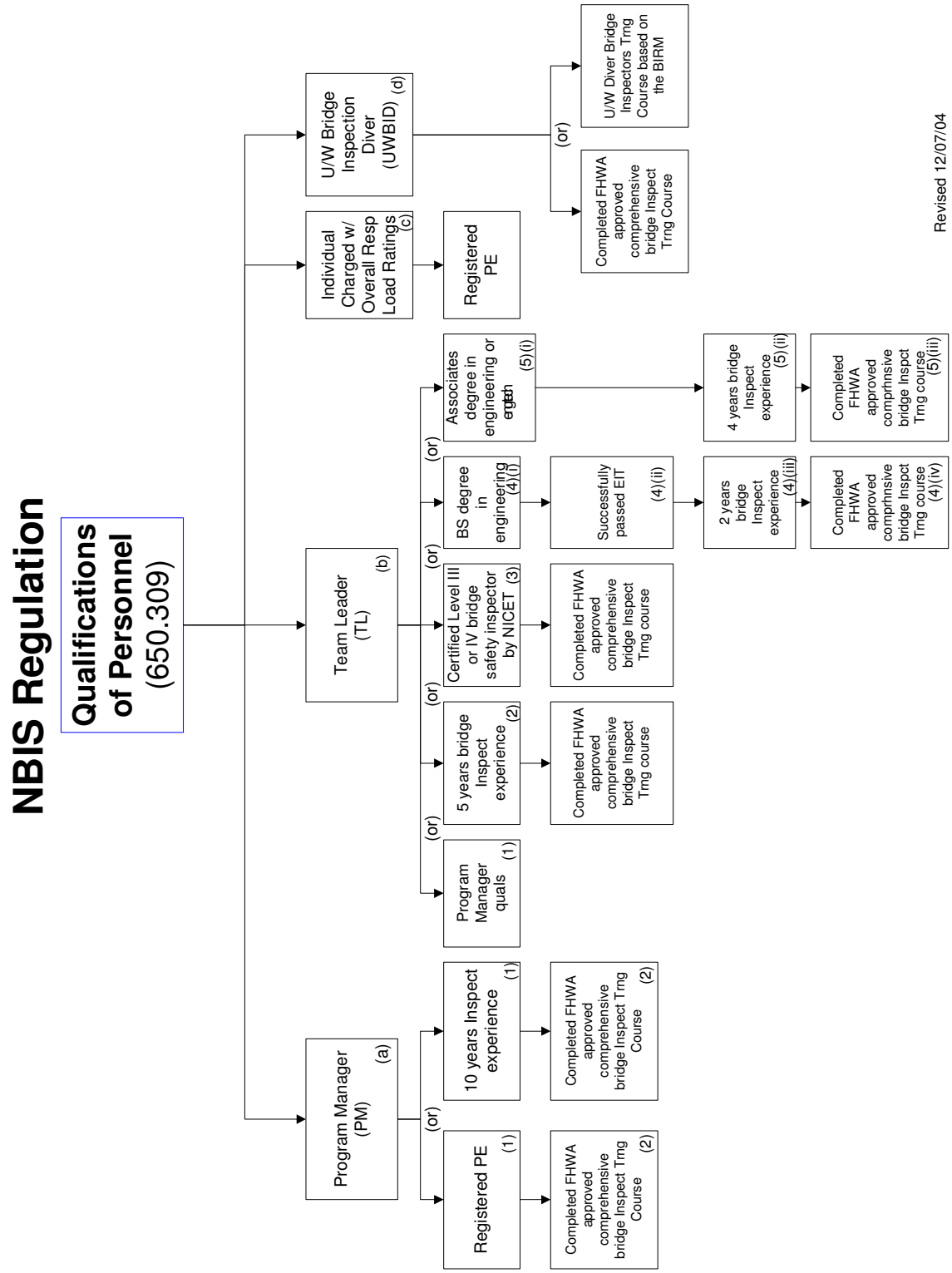
34.602 NBIS Regulation Inspection Frequency

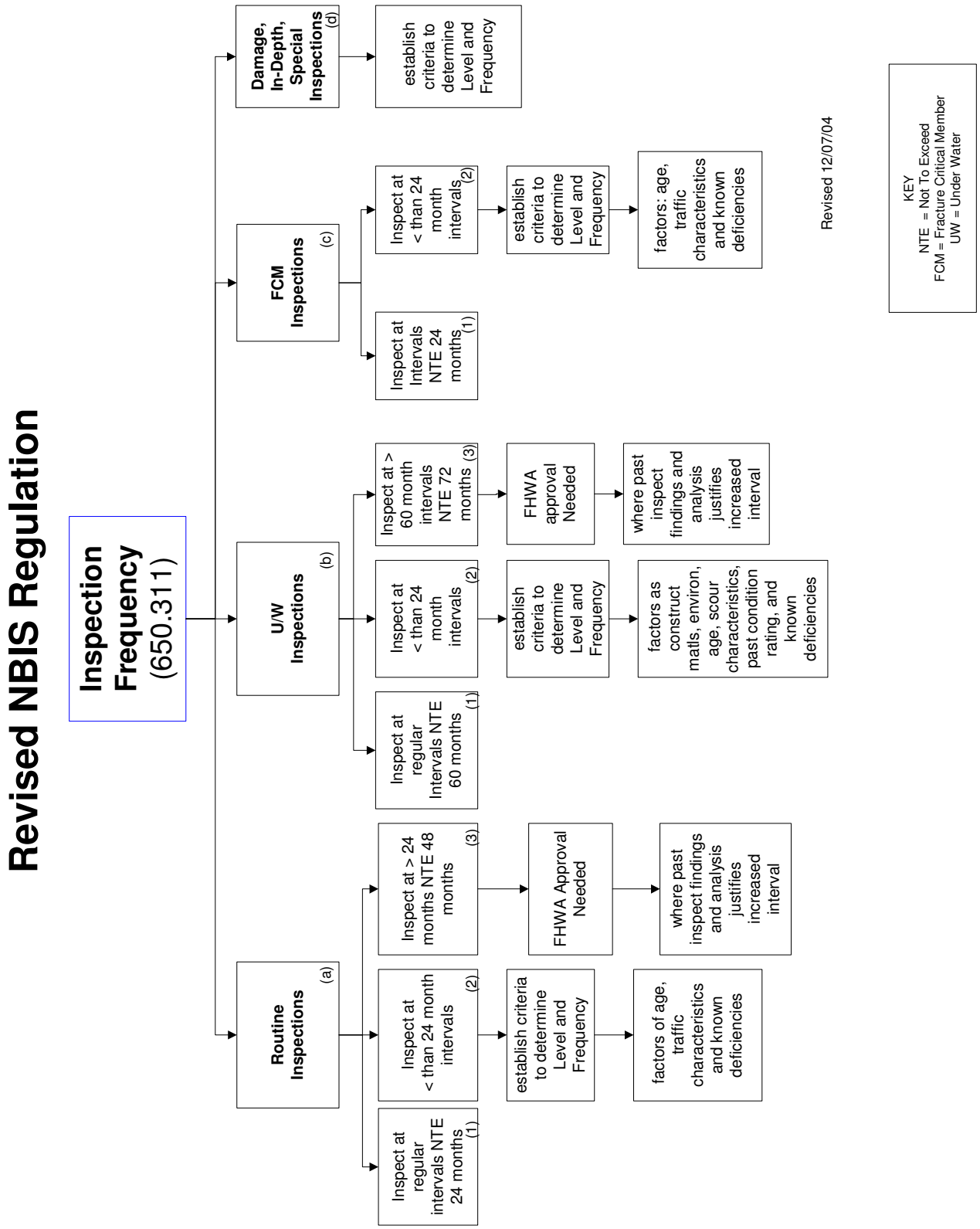
34.603 Bridge Inspection Experience and Training Report DOT Form 234-100

34.604 Bridge Program Manager Agreement

34.605 Bridge Inspection Manual Chapter 6

34.606 Individual Bridge Record


NBIS Regulation
Qualifications of Personnel (650.309)
Program Manager (PM) (a)
Registered PE (1)
(or)
10 years Inspect experience (1)
Completed FHWA approved comprehensive bridge Inspect Trng Course (2)
Completed FHWA approved comprehensive bridge Inspect Trng Course (2)
Team Leader (TL) (b)
Program Manager quals (1)
(or)
5 years bridge Inspect experience (2)
Completed FHWA approved comprehensive bridge Inspect Trng course
(or)
Certified Level III or IV bridge safety inspector by NICET (3)
Completed FHWA approved comprehensive bridge Inspect Trng course
(or)
BS degree in engineering (4)(i)
Successfully passed EIT (4)(ii)
2 years bridge Inspect experience (4)(iii)
Completed FHWA approved comprhnsive bridge Inspct Trng course (4)(iv)
(or)
Associates degree in engineering or equivalent (5)(i)
4 years bridge Inspect experience (5)(ii)
Completed FHWA approved comprhnsive bridge Inspct Trng course (5)(iii)
Individual Charged w/ Overall Resp Load Ratings (c)
Registered PE
U/W Bridge Inspection Diver (UWBID) (d)
(or)
Completed FHWA approved comprehensive bridge Inspect Trng Course
U/W Diver Bridge Inspectors Trng Course based on the BIRM
Revised 12/07/04


Revised NBIS Regulation
Inspection Frequency (650.311)
Routine Inspections (a)
Inspect at regular intervals NTE 24 months (1)
Inspect at < than 24 month intervals (2)
Inspect at > 24 months NTE 48 months (3)
establish criteria to determine Level and Frequency
factors of age, traffic characteristics and known deficiencies
FHWA Approval Needed
where past inspect findings and analysis justifies increased interval
U/W Inspections (b)
Inspect at regular Intervals NTE 60 months (1)
Inspect at < than 24 month intervals (2)
Inspect at > 60 month intervals NTE 72 months (3)
establish criteria to determine Level and Frequency
factors as construct matls, environ, age, scour characteristics, past condition rating, and known deficiencies
FHWA approval Needed
where past inspect findings and analysis justifies increased interval
FCM Inspections (c)
Inspect at Intervals NTE 24 months (1)
Inspect at < than 24 month intervals (2)
establish criteria to determine Level and Frequency
factors: age, traffic characteristics and known deficiencies
Damage, In-Depth, Special Inspections (d)
establish criteria to determine Level and Frequency
Revised 12/07/04
KEY
NTE = Not To Exceed
FCM = Fracture Critical Member
UW = Under Water

Washington State Department of Transportation

## Bridge Inspector Experience and Training Record

| Team Leader Name | Date |
|---|---|
| | |

| Agency Name |
|---|
| |

**Education**

| Institution | Major | Years | Degree |
|---|---|---|---|
| | | | |

**Professional Registration**

| State | Branch/Agency | Registration Number |
|---|---|---|
| | | |

**Bridge Inspection Training**

| Course | Hours | Sponsor | Dates |
|---|---|---|---|
| | | | |

**Special Technical Course**

| Course | Hours | Sponsor | Dates |
|---|---|---|---|
| | | | |

**Bridge Inspection Experience**

| Agency/Firm | Bridge Duties | Years |
|---|---|---|
| | | |

To the best of my knowledge, the above information is true and accurate.

Team Leader's Signature _____ Date _____

Having reviewed the above information, I conclude that this individual meets the minimum qualifications for a bridge inspection team leader as specified in the current National Bridge Inspection Standards.

Team Leader's Supervisor's Signature _____ Date _____

Supervisor's Name (Print) _____ Title _____

DOT Form 234-100 EF
8/98

# Appendix 34.604 Bridge Program Manager Agreement

AGENCY _____ AGENCY NO. _____

In accordance with Title 23, Code of Federal Regulations, Part 650 - Bridges, Structures, and Hydraulics, Subpart C – The National Bridge Inspection Standards (NBIS) the Washington State Department of Transportation (WSDOT) in its role as the Washington State Bridge Inspection Organization is responsible to inspect, or to cause to be inspected, all highway bridges located on public roads that are fully or partially within the State's boundaries, except for bridges owned by Federal agencies. The NBIS contains provisions to allow delegation of bridge program functions identified in §650.307 (c) (2).

The individual in charge of the bridge program as defined in the NBIS is the Bridge Program Manager. The overall Program Manager for Local Agency owned bridges in Washington State is the WSDOT Local Agency Bridge Engineer. The individual delegated Program Manager status within an agency and deemed in charge of the Agency Bridge Program for that agency is the Agency Bridge Program Manager. While delegation of Program Manager is allowed, such delegation does not relieve WSDOT of any of its responsibilities under the NBIS.

Agency Bridge Program Manager status is assigned to a specific qualified individual within a specific agency. Any change of employment of the Agency Bridge Program Manager requires re-delegation by the WSDOT Local Agency Bridge Engineer of Bridge Program Manager status to another qualified person within that specific agency.

A qualified person within a Local Agency who accepts Bridge Program Manager status agrees to:

- Adhere to the Washington State Bridge Inspection Manual and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in NBIS.
- Provide overall leadership and be available to the inspection team leaders to provide guidance.
- Supervise or provide Bridge Program quality control to ensure that the requirements of the NBIS are met. This includes review of inspection reports and approval of the Team Leaders work, overseeing bridge inspection schedules, ensuring that all analysis, reporting, and inventory requirements are met, and critical deficiencies are addressed in a timely manner. Support staff may be Private Consultant or State Services.

The qualified person within a Local Agency who accepts Bridge Program Manager Status:

| | |
|---|---|
| Bridge Program Manager (Name) | Bridge Inspector Cert. No. |
| Mayor or Chairman | Date |

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Approved By:

| | |
|---|---|
| Highways and Local Programs Engineering Services Manager | Date |

## 6.01 General

The on-site inspection of each bridge is important for gathering information about the bridge's structural condition and adequacy. This information must be stored as a permanent bridge record. Such a record provides a useful and accurate history. It also contains information on previous repairs and provides others with ready access to information.

Each agency is responsible for maintaining a bridge file for each bridge within its jurisdiction. A detailed list of information that should be in the bridge file is listed and described in Chapter 1. When inclusion of this information in the bridge file is not possible or impractical, reference to the location where it can be found will suffice.

In addition, agencies are required to maintain a record of other general information. This information may be requested during the quality assurance review of the bridge inspection program. The following general information should be on file:

- An experience and training record for each lead inspector.
- A master list of all bridges within the agency's jurisdiction. This list should identify bridges that have fracture critical members, require underwater inspection, and/or warrant special attention because of their design features, location, or strategic importance.

## 6.02 Individual Bridge Records

A permanent record on each bridge must be maintained. This record provides a history of the bridge's condition, maintenance, and inventory data. This information must be kept current. The National Bridge Inspection Standards (NBIS) require changes to the bridge record information to be reported quarterly.

A. Washington State Bridge Inventory System (WSBIS) Inventory Coding Form

   A copy of the completed WSBIS Inventory Coding Form must be in the bridge file as a ready source of the current bridge information. The procedures for establishing, maintaining, and updating the inventory information is described in detail in Chapter 2.

B. Bridge Inspection Reports

   Copies of all on-site inspection reports must be kept in the individual bridge file. The reports provide specific details about the bridge's condition, how conditions have changed over time, and any previous

repairs or maintenance performed. This information is reviewed prior to each bridge on-site visit to prepare the inspector for the conditions or problems they may encounter. Procedures for completing bridge inspection reports are covered in Chapter 3.

C. Critical Damage Bridge Repair Report

A copy of the Critical Damage Bridge Repair Report must be kept in the bridge file. This report provides evidence that formal recommendations to correct major bridge damage were made and acted upon in a timely manner, ensuring the safety of the public. See Chapter 7 for more information.

D. Photographs

Labeled and dated copies of elevation and deck photographs of the bridge must be kept in the bridge file. The label should include the structure ID, bridge name, bridge number, inspector's initials, and a description including orientation. Whenever the bridge's condition changes, new photographs should be taken and added to the file. An agency may also keep on file photographs of problems or deficiencies discovered at the bridge (e.g., section loss in a deteriorating piling or significant spalling on a bridge deck). These photographs can provide documentation of existing or developing problems that could lead to repairs.

E. Plans

Most bridges will have detailed design plans used for the construction of the bridge. These plans should be kept in the bridge file. If these plans are not available, a detailed sketch of the bridge needs to be made showing bridge length, width, span length, clearances, and a typical section with bridge materials and dimensions.

F. Calculations

Bridge calculations necessary for inclusion in the bridge file are detailed in Chapter 5.

A copy of the stamped, signed and dated load rating must be kept in the bridge file. Include a note in the bridge file with location of any load rating that is too bulky to fit in the file itself.

Scour elevations must also be included in the bridge file. The scour evaluation must include the code entered in WB76 - 80 and an action plan for high water events for scour critical bridges.

G. Correspondence

All letters regarding the inspection, maintenance, or ownership of the bridge should be kept in the bridge file. This may include correspondence from FHWA, WSDOT, other agencies, and/or individuals.

H. Inspection Procedures

Each agency is required to develop and maintain procedures that address the special features of a bridge. Special features include fracture critical members, underwater elements, or any other feature requiring special attention due to location, strategic importance, or special design features.

The members that require an underwater inspection shall be identified and the inspection procedures specified. Waters deeper than 4 feet will normally require a diver that is trained in bridge inspections. Wading types of inspections can usually be performed by regular bridge inspection teams as part of the structural inspection. Detailed procedures for conducting these inspections are in Chapter 3.

I. Other Information

All other information gathered about the bridge should be kept on file. This includes details about maintenance work performed, special reports or studies, heat straightening, damage, and paint reports.

## 6.03 Master List

The purpose of a master list is to assist in the management of nonroutine inspections, bridges needing special attention and/or inspection equipment. Each agency is required to maintain a master list of:

- Bridges with fracture critical members
- Bridges requiring underwater diving inspections
- Bridges with special features (e.g., segmental bridges)

It is recommended that each agency maintain a master list of:

- Bridges that are scour critical
- Load posted bridges
- Bridges requiring an Under Bridge Inspection Truck to inspect limited access members
- Short span bridges
- Bridges needing repairs
- Bridges needing traffic control for routine inspections
- Fatigue cracked bridges
- Environmentally sensitive bridges
- Bridges needing deck replacement
- Bridges that are seismic vulnerable
- Bridges needing painting

This information can be used to plan, schedule, and monitor the special inspections. At a minimum, the following information must be included for each bridge:

- Bridge type and location
- Type and frequency of inspection required
- Location of particular members to be inspected
- Inspection procedures to be used
- Type of special equipment required
- Previous inspection dates
- Most recent inspection findings
- Any follow-up action taken as a result of the most recent inspection findings

Bridges are added to the master list when they are identified as needing an underwater, fracture critical, or special features inspections. As these inspections are performed, the master list is updated with the most current information. Bridges are kept on the master list throughout their service life, unless the bridge's category (e.g., fracture critical, special features) changes.

## 6.04 Short Span Bridges

Short span bridges (see Chapter 8) are bridges or multiple culverts having an opening of 20 feet or less. The short span bridges are generally not reported to the Federal Highway Administration. Washington State encourages the reporting of short span bridge information because of concerns about their condition and possible maintenance repairs required.

## 6.05 Inspector Qualifications

The NBIS outline the minimum training and experience required for the head of the bridge inspection organization and the lead bridge inspector. Each agency is required to maintain a record of qualifications for each of its bridge inspection personnel. The agency needs to include the names and qualifications of each individual performing bridge inspections.

The Bridge Inspector Experience and Training Record Form was developed for this purpose. The form is completed by the head of the bridge inspection organization who verifies that lead inspectors meet the qualifications. The completed form is sent to the Bridge Engineer for Local Agencies for review and the issuance of a bridge inspector identification number. This number is required on the inspection reports. A copy of the completed form is kept on file with the agency.

Each agency is responsible for keeping this information current. During the quality assurance review process, agencies may be asked to verify the qualifications of their inspectors.

## Forms

Bridge Inspector Experience and Training Record

**Bridge Program Files (Chapter 34)**
**Washington State Bridge Inspection Manual (WSBIM) Chapter 6**

**Individual Bridge Record**

Bridge Name _____
Bridge Number _____ Structure I.D. _____

| Initials | Date or N/A | |
|---|---|---|
| _____ | _____ | Current Washington State Bridge Inventory Coding Form (WSBIS) |
| | _____ | Inspection date is current |
| | _____ | Data is complete and correct (WSBIM Ch. 2) |
| _____ | _____ | Bridge Condition Inspection Report History |
| | _____ | Reports signed and dated by qualified Team Leader |
| | _____ | Team Leader qualification and training file up-to-date |
| | _____ | History complete according to inspection frequency |
| _____ | _____ | Critical Finding (WSBIM Ch. 7) |
| | _____ | Critical Damage Bridge Repair Report |
| | _____ | Follow-up information (Inspection/Design/Repair) |
| | _____ | Conclusion (Bridge reopened or permanently closed) |
| _____ | _____ | Photographs (deck and elevation at a minimum) |
| | _____ | Date, description, orientation, inspector's initials |
| | _____ | Location if not in individual bridge file |
| _____ | _____ | Bridge plans or detailed drawings |
| | _____ | Plans do not exist |
| | _____ | Location if not in individual bridge file |
| _____ | _____ | Scour Analysis (WSBIM Ch. 5) |
| | _____ | Bridge is not over water |
| | _____ | Analysis defines the WB76-80 Scour Code |
| _____ | _____ | If Scour Critical |
| | _____ | Action plan |
| | _____ | Bridge is included on Scour Critical Master List |

_____ _____ Load Rating (WSBIM Ch. 5)

- _____ _____ Stamped, signed, and dated by Professional Engineer
- _____ _____ WB72-93 coded correctly per load rating
- _____ _____ Bridge is posted if necessary
- _____ _____ Bridge is included on master list of posted bridges
- _____ _____ WB76-60 coded correctly
- _____ _____ WB75-51 through WB77-55 correctly coded
- _____ _____ Location if not in individual bridge file

_____ _____ General Correspondence

_____ _____ Inspection Procedures (WSBIM Ch. 3)

- _____ _____ Bridge is Fracture Critical
- _____ _____ Bridge is on Fracture Critical Master List
- _____ _____ Fracture Critical procedures
- _____ _____ Bridge requires underwater inspection
- _____ _____ Bridge is on Under Water Inspection Master list
- _____ _____ Underwater Inspection procedures
- _____ _____ Bridge is Complex
- _____ _____ Bridge is Complex Bridge Master List
- _____ _____ Complex Bridge Inspection Procedures

_____ _____ Maintenance Records

- _____ _____ Maintenance recommendations on inspection report
- _____ _____ Maintenance initiation (signed, dated)
- _____ _____ Maintenance completed (signed, dated, description)

_____ _____ Other Information

- _____ _____ Special reports

## 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 *Design Manual* | WSDOT/FHWA | WSDOT/FHWA |
| ITS Over $1,000,000 | WSDOT *Design Manual* | WSDOT HQ | WSDOT HQ |
| All Other | WSDOT *Design Manual* | WSDOT HQ | WSDOT Region |
| **National Highway System (NHS)** | | | |
| State Highways outside of incorporated cities, or on a limited access highway | WSDOT *Design Manual* | WSDOT HQ | WSDOT Region |
| State Highways within incorporated cities between back of curb to back of back curb | WSDOT *Design Manual* | 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 *Design Manual* | 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 *Design Manual* | WSDOT HQ | WSDOT Region |
| State Highways within incorporated cities between back of curb to back of back curb | WSDOT *Design Manual* | WSDOT HQ | WSDOT Region |
| State Highways within incorporated cities beyond curb line | *City and County Design Standards<br>See Chapter 42 | WSDOT H&LP | City |
| City Streets (non-State Highways) | *City and County Design Standards<br>See Chapter 42 | WSDOT H&LP | City |
| County Roads | *City and County Design Standards<br>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

its proposed solution and a vicinity map in sufficient detail to aid in evaluating the problem. The deviation request document is a stand alone engineering document. If references to other sources or documents are required, the document should use the appropriate quotes and excerpts as necessary.

An analysis of the engineering and financial aspects of the proposal as compared to the standard and options considered shall be provided. The analysis shall specifically address safety issues, including accident history and projections. It shall address applicable operational characteristics, including traffic speeds, traffic volumes, capacity and route continuity. It should include financial considerations such as high construction costs, unusual or extraordinary site conditions, or environmental requirements that may impact the decision. The analysis may include a Benefit/Cost comparison, and/or Life Cycle Costing of alternatives considered. The analysis should also include any other information which may be helpful as a future reference.

The level of detail of the request should be based on the relative complexity and scope of the project and the deviation requested. Requests will be considered based on the merits presented. This analysis and deviation request shall be documented and completed prior to the agency's completion of PS&E documents.

**.23 Format.** Appendix 41.41 is a Sample Deviation Analysis Format sheet for use on locally owned facilities (deviations approved by WSDOT H&LP). Refer to the WSDOT Design manual for format on all other deviations. The sample is intended to present format only.

## 41.4 Appendices

41.41 Sample Deviation Analysis Format

Agency: _____

Project Title: _____

Project No.: _____

1. Posted Speed Limit: _____
2. Physical Comparison:
   (a) Standard Geometrics
   (b) Deviation Geometrics
   (c) Discussion
3. Safety Issues
   (a) Accident History
   (b) Accident Projections
   (c) Discussion

4. Cost Comparison:

| | **Standard Cost** | **Deviation Cost** | **Discussion** |
|---|---|---|---|
| Roadway | | | |
| Structure | | | |
| Other | | | |

5. Reasons Standard Cannot be Achieved at This Time:

6. Certification:

   I have examined this deviation request and believe it to be in the best public interest that it be granted.

_____ _____

Date Local Agency Engineer

# Chapter 42 City and County Design Standards for Non-NHS Routes

## 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 |
|---|---|---|
| **Mr. Jim Parvey, PE**<br>City Engineer<br>City of Tacoma<br>jparvey@cityoftacoma.org | **Jim Whitbread, PE**<br>County Engineer<br>Stevens County<br>jwhitbre@co.stevens.wa.us | **Ashley Probart**<br>Association of Washington Cities<br>ashleyp@awcnet.org |
| **Dan Handa, PE**<br>Development Services<br>City of Puyallup<br>dhanda@ci.puyallup.wa.us | **Bryan Thorp, PLS**<br>Design and Construction Manager<br>Benton County<br>bryan.thorp@co.benton.wa.us | **Randy Hart, PE**<br>County Road<br>Administration Board<br>randy@crab.wa.gov |
| **Mike Johnson, PE**<br>Roadway Design Supervisor<br>City of Seattle<br>mike.johnson@seattle.gov | **Dale Rancour, PE**<br>County Engineer<br>Thurston County<br>rancoud@co.thurston.wa.us | **Greg Armstrong, PE**<br>Chief Engineer<br>Transportation Improvement Board<br>grega@tib.wa.gov |
| **Mr. Mike Taylor, PE**<br>City Engineer<br>City of Spokane<br>mtaylor@spokanecity.org | **Jon Brand, PE**<br>Assistant Director of Roads & Engineering<br>Kitsap County<br>jbrand@co.kitsap.wa.us | **Dave Olson**<br>WSDOT Design<br>olsonda@wsdot@wa.gov |
| **Martin Hoppe, PE, PTOE**<br>City of Lacey<br>Transportation Manager<br>mhoppe@ci.lacey.wa.us | **Bob McEwen, PE**<br>Program Engineer<br>Snohomish County<br>bob.mcewen@co.snohomish.wa.us | **Megan Hall, PE**<br>Federal Highway Administration<br>megan.hall@fhwa.dot.gov |
| **Pat O'Neill, PE**<br>City Engineer<br>City of University Place<br>poneill@cityofup.com | **Ramiro Chavez, PE**<br>Project Engineering Manager<br>Pierce County<br>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

## 42.3 Local Agency Design Matrices – Non-NHS Routes

The Local Agency Design Matrices were created as part of the Local Agency Standards to assist designers in determining the design level for the geometric and safety elements of a project. The Local Agency Design Matrix Checklist may serve as documentation for design decisions made.

**.31 Using the Matrices.** The column headings on each of the three design matrices are **design elements.** They are based principally on the thirteen controlling design criteria recognized by FHWA: design speed, lane width, shoulder width, bridge width, structural capacity, horizontal alignment, vertical alignment, grade, stopping sight distance, cross slope, superelevation, vertical clearance, and horizontal clearance. Within the column headings, some of the controlling criteria have been combined (for example, design speed is part of horizontal and vertical alignment). The matrices are divided into three tables, one each for Roadways, Cross Roads, and Bridges. Within the three tables the project types are identical, design elements vary depending on which elements apply.

A blank cell within the design matrix signifies that the design element need not be addressed because it is beyond the scope of the project type.

Design levels of City and County Design Standards (D), AASHTO (A), and Agency Evaluate (AE), are used in the matrix. The design level codes are noted in the cells by D, A or AE or by a number corresponding to a footnote. For roads that have volumes less than 400 ADT, AASHTO Geometric Design of Very Low Volume Roads (ADT<400) may be used.

Optional Checklists have been provided for the designer to use with the matrix. A checklist is available for each type of project in Appendix 42.101.

Matrix Cells: Each Matrix cell is either blank or has a coded design level.

**.32 Design Levels.** If the Design Level is **D**, use the Geometric Cross-Section for Two-Way Roads and Streets within the City and County Design Standards on page 12.

If the design level is **A**, the design standard is AASHTO (the most current edition of the AASHTO publication "A Policy on Geometric Design of Highway and Streets," "Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT< 400)," or as noted in the City and County Design Standards.

When the Matrix cell has either a "D" or an "A" and the final design utilizes something less than Design Level A, a Design Deviation, approved by Headquarters Highways and Local Programs, is required.

A **Blank Cell** on a matrix line indicates that particular design element requires no evaluation or documentation. If the agency decides to improve or modify a blank cell design element, that element must meet Design Level A and the

agency must justify in their design document files why the decision to upgrade the design element was made. Per FHWA guidelines, if an improvement in a **"Blank Cell"** area is made, it must meet all requirements of design level A. Or if, in the opinion of the agency's design Engineer, Design Level A cannot be achieved, a **Design Exception** may be considered.

**AE** in a matrix cell indicates that an agency needs to determine if the existing design element is less than Design Level A. If the existing design element meets or exceeds Design Level A the agency notes that in the design documents and no further action is required. If the existing design element is less than Design Level A, the agency shall determine the impacts and cost effectiveness of upgrading the design element to Design Level A. The decision whether or not to upgrade, and its analysis and justification shall be in the agency design documentation files. If the agency upgrades, Design Level A applies. Or if, in the opinion of the agency's design Engineer, Design Level A cannot be achieved, a **Design Exception** may be utilized.

A **Design Exception** may be utilized if, in the opinion of the local agency's design Engineer, the existing design element is being improved but Design Level D or A cannot be achieved. For example, design standard requires a 6 foot wide shoulder for a project, the existing condition is a two foot wide shoulder but the best that can be reasonably achieved is a 4 foot wide shoulder. This is a **Design Exception**, improvement is being made but not to Design Level A.

**.033 Local Agency Design Matrices NHS State Routes.** Refer to the WSDOT *Design Manual* for matrix selection and documentation requirements on NHS State Routes. Contact the Region Local Programs Engineer for guidance.

## 42.4 Local Agency Design Matrix Definitions

**.41 Design Elements.** Design elements are the principal elements of design that are common to projects. The following elements are shown on the Design Matrix.

- **Horizontal Alignment** is the horizontal attributes of the roadway including horizontal curvature, superelevation, and stopping sight distance; all based on design speed.
- **Vertical Alignment** is the vertical attributes of the roadway including vertical curvature, profile grades, and stopping sight distance; all based on design speed.
- **Lane Width** is the distance between lane lines.
- **Shoulder Width** is the distance between the outside or inside edge line and the edge of in-slope, or face of barrier.
- **Lane and Shoulder Taper** (pavement transitions) are the rate and length of transition of changes in width of roadway surface.

- **Pedestrian Facility** is a facility designed to meet the needs of pedestrians in accordance with city, county, and ADA requirements concurrent with a local agency project
- **Sidewalk Width** is the width of a sidewalk from the face of curb to the back of sidewalk.
- **Cross Slope, Lane** is the rate of elevation change across a lane. This element includes the algebraic difference in cross slope between adjacent lanes.
- **Cross Slope, Shoulder** is the rate of elevation change across a shoulder.
- **Superelevation** is the rotation of the roadway cross section in such a manner as to overcome part of the centrifugal force that acts on a vehicle traversing a curve.
- **Fill/Ditch Fore Slope** is downward slope from edge of shoulder to bottom of ditch or catch.
- **Clear Zone** is the total roadside border area, starting at the edge of the traveled lane, available for use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and/or a clear run-out area.
- **Safety Improvements** are the safety items listed under the "Safety Improvements" section of these standards.
- **Shared Use Bicycle and Pedestrian Facilities** are walkways, paths, or trails for use by bicyclist or shared use by both pedestrian and bicycle traffic. Refer to WSDOT *Design Manual* to locate design parameters for any facility allowing bicycle traffic.
- **Turn Radii** is the geometric design of the intersection to allow the design vehicle for each turning movement to complete the turn without encroachment.
- **I/S (Intersection) Sight Distance** is the distance that the driver of a vehicle on the crossroad can see along the through roadway, as compared to the distance required for safe operation.
- **I/S Angle** is the angle between any two intersecting legs at the point that the center lines intersect.
- **Barriers Standard Run (Std Run)** are guardrail and other barriers excluding terminals, transitions, attenuators, and bridge rails.
- **Barriers Bridge Rail** is barrier on a bridge excluding transitions.
- **Bridge Vertical Clearance** is the minimum height between the roadway including shoulder and an overhead obstruction.
- **Bridge Structural Capacity** is the load bearing ability of a structure.

- **Terminals** are crashworthy end treatment for longitudinal barriers that is designed to reduce the potential for spearing, vaulting, rolling, or excessive deceleration of impacting vehicles from either direction of travel. Impact attenuators are considered terminals and beam guardrail terminals include anchorage.
- **Transitions** are sections of barriers used to produce a gradual stiffening of a flexible or semi-rigid barrier as it connects to a more rigid barrier or fixed objects.

**.42 Project Type Definitions:**

- **New Construction** involves the construction of a new roadway facility or structure where nothing of its type currently exists.
- **Reconstruction projects** may add additional travel lanes to an existing roadway or bridge and if 50 percent or more of the project length involves vertical or horizontal alignment changes, the project will be considered reconstruction.
- **3R projects** focus primarily on the preservation and extending of the service life of existing facilities and on safety enhancements. Work may include: resurfacing, pavement structural and joint repair, lane and shoulder widening, alterations to vertical grades and horizontal curves, bridge repair, removal or protection of roadside obstacles, and improving bridges to meet current standards for structural loading and to accommodate the approach roadway width.
- **2R projects** focus primarily on restoration of pavement structure, crown correction, ride quality basic safety, and spot safety. Widening shoulders for continuity with the existing roadway cross section is acceptable.
- **Railroad** is a project to reduce the accident frequency and severity at grade crossings. Project elements may include, signals, bells, signage, pavement markings gates or surfacing at the crossing. Railroad-highway grade separation projects are also in this category. If the project includes other roadway work, use 3R matrix line.
- **Bridge New/Replacement** is a new bridge or a replacement of an existing bridge.
- **Bridge Widening** is the widening of existing bridges.
- **Bridge-Other** are Project types that may include, scour mitigation, painting, seismic retrofit, deck repair, strengthening, rehabilitation, and electrical mechanical repairs.
- **Paths and/or Trails** is the construction of non-motorized facilities that are independent of a roadway alignment.
- **Pedestrian Facilities** are projects with a main focus of providing pedestrian facilities for public use.

- **Other, Interpretive Centers, Etc**. projects may include, bicycle facilities, structures, bus shelters, archeology and historic preservation, and buildings.
- **Parking Facilities** are projects that construct parking facilities. Project types may include Park and Ride facilities and on-street parking.

**.43 Other Definitions:**

- **Average Daily Traffic (ADT).** The general unit of measure for traffic defined as the total volume during a given time period (in whole days), greater than one day and less than one year, divided by the number of days in that time period.
- **Design Hourly Volume (DHV).** The DHV is generally the 30th highest hourly volume (30 DHV) of the future year chosen for design. On the average rural road or arterial, DHV is about 15 percent of ADT. For urban areas, DHV is usually between 8 to 12 percent of the ADT.
- **Low Volume Roads and Streets.** For this document, a collector or lower classified road or street with an ADT of less than 400.
- **Resurfacing.** The addition of a layer or layers of paving material to provide additional structural integrity or improved serviceability and rideability.
- **Restoration.** Work performed on either pavement sections or bridge decks to render them suitable for an additional stage of construction. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability and minor shoulder widening to provide roadway section continuity. Restoration will generally be performed within the existing right of way.
- **Rehabilitation.** Similar to “Restoration” except the work may include, but is not limited to, the following:
  - Reworking, strengthening, or removing and replacing the base and/or subgrade.
  - Recycling or reworking existing materials to improve their structural integrity.
  - Adding underdrains.
  - Replacing or restoring malfunctioning joints.
  - Substantial pavement under-sealing when essential for stabilization.
  - Pavement grinding to restore smoothness, providing adequate structural thickness remains.
  - Removing and replacing deteriorated materials.

- Crack and joint sealing but only when the required shape factor is established by routing or sawing.
- Improving or widening shoulders.

Rehabilitation may require acquisitions of additional right-of-way.

- **Traveled Lane.** The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

**.044 Safety Improvements.** When using AASHTO guidance for clear zone determinations, the designer should take into account all AASHTO guidance (i.e. AASHTO Roadside Design Guide) relating to clear zone and project circumstances. See references section of this chapter.

Mandatory Upgrades

1. Update all delineation and signing in accordance with the current MUTCD. (This does not include replacement of sign bridges or cantilever supports.)
2. Modify substandard guardrail transitions and terminals to current standards.

Agency Evaluate Need

3. Adjust existing features that are affected by resurfacing, such as guardrails, monuments, catch basins, and access covers. Adjustment may include asphalt tapers as appropriate.
4. Modification of drainage structures, which present a hazard in the clear zone, e.g., beveled end sections/safety bars for both parallel and cross-drains.
5. Remove, relocate, reduce severity of hazard by providing crashworthy features, protect, or delineate roadside obstacles inside the design clear zone.
6. Restore sight distance at public road intersections and the inside of curves through low cost measures if they are available such as removal or relocation of signs and other obstructions, and cutting of vegetative matter. The local agency Engineer will determine if the measures are low cost.

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

□ Blank Cell

D Design Level D

A Design Level A

AE Agency Evaluate to Design Level A

(1) When provided, must meet current standards

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

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

(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 Matricies 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 Improve-ments | Shared Bike/Ped Facilities* |
| New Construction | AE | AE | AE | AE | AE | 4 | 3 |
| Re-Construction | AE | AE | AE | AE | AE | 4 | 3 |
| 3R | AE | AE | AE | AE | AE | 4 | 3 |
| 2R | | | | | | | 3 |
| | | | | | | | |
| Railroad (If roadway work included use 3R line) | | | | | | | |
| Bridge Rehabilitation, Paint, Seismic, etc.... | | | | | | | |
| Trails | | | | | | | |
| Pedestrian Facility Improvement Projects | | | | | | | |
| Other, Interpretive Centers, etc.… | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Parking Facilities | A | A | A | A | A | 3 | 3 |

□ Blank Cell

D Design Level D

A Design Level A

AE Agency Evaluate to Design Level A 1 and 2, all others are AE

(1) When provided, must meet current standards

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

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

(4) Refer to Safety Improvements on page 8. Mandatory Upgrade items

* If Facility is not used for bikes, WSDOT standards do not apply

See Using Matricies and Design Levels on Pages 3 and 4

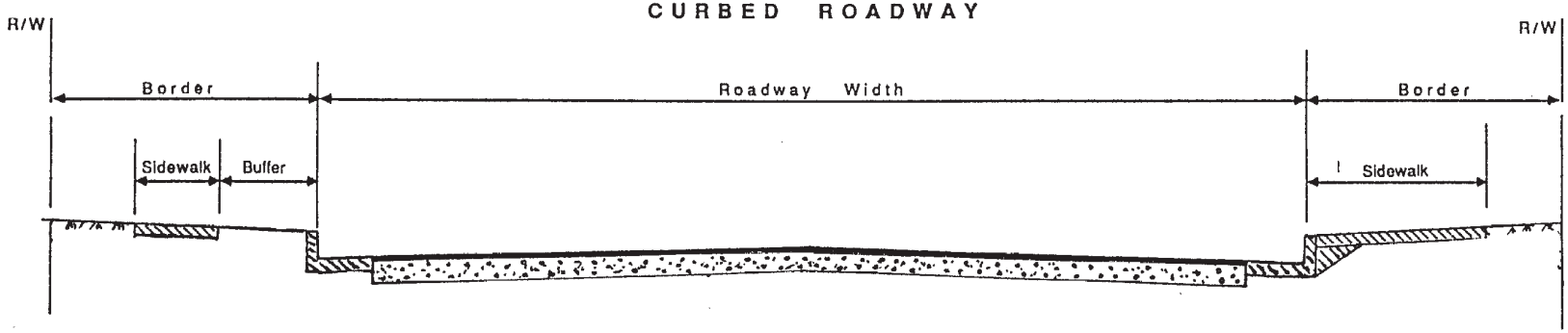
## Non-NHS Local Agency Design Matrix
***Table 1.2***

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

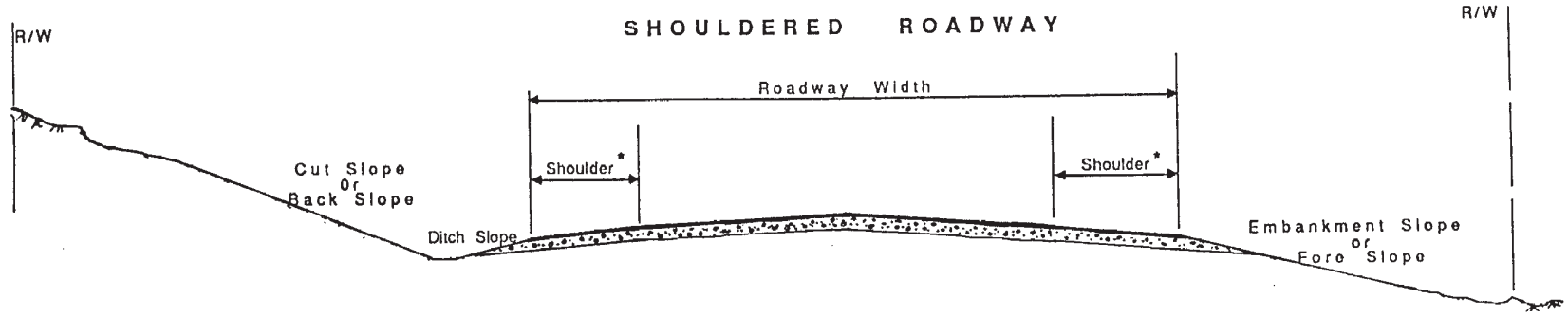
## Non-NHS Local Agency Design Matrix
***Table 1.3***

# DEFINITION OF ROADWAY ELEMENTS

## CURBED ROADWAY




## SHOULDERED ROADWAY




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

**Cross Section**

## 42.5 Design Level D Standards for Two Way Roads and Streets

| Design Standards | Arterial | | | | | | | Collector | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Principal | | | Minor | | | | | | | | |
| | Curbed(4) | Shouldered | | Curbed(4) | Shouldered | | | Curbed(4) | Shouldered | | | |
| | DHV All | DHV Below 200 | DHV 200 and Over | DHV All | DHV Below 100 | DHV 100 to 200 | DHV 201 and Over | DHV 400 and Over | ADT 400 to 750 | ADT 751 to 1000 | DHV 100 to 200 | DHV 201 and Over |
| Right of Way | Not less than required for all design elements. | | | | | | | | | | | |
| Roadway Width(1)(2)(7)(9) | 24ft | 36ft | 40ft | 24ft | 32ft | 36ft | 40ft | 24ft | 26ft | 28ft | 34ft | 40ft |
| Lane width: | | | | | | | | | | | | |
| (A) Exterior(2)(7) | 12ft | 12ft | 12ft | 12ft | 12ft | 12ft | 12ft | 12ft | 10ft | 10ft | 11ft | 12ft |
| (B) Interior Thru(2) | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 10ft | 10ft | 11ft | 11ft |
| (C) Two Way Left Turn(2) | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 10ft | 10ft | 11ft | 11ft |
| (D) Exclusive Turn(2) | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 11ft | 10ft | 10ft | 11ft | 11ft |
| (E) Parking(2) | 10ft(3) | | | 10ft(3) | | | | | (5) | | | |
| Shoulder Width(6)(7)(9)(2) | | 6ft | 8ft | | 4ft | 6ft | 8ft | | 3ft | 4ft | 6ft | 8ft |
| Clear Zone/Side Slopes | AASHTO(10) | | | | | | | | | | | |
| Ditch Slope (in slope) | Slopes steeper than 4:1 should only be used when achieving a 4:1 slope is impractical. | | | | | | | | | | | |

(1) For curbed, distance from face of curb to face of curb. For shouldered, distance from paved edge to paved edge of shoulder.
(2) May be reduced to minimum allowed by AASHTO.
(3) 8 feet may be acceptable when the lane is not likely to become a traffic lane in the foreseeable future.
(4) Curbed section is appropriate for urban setting.
(5) Industrial areas 8 feet to 10 feet. Residential areas 7 feet to 10 feet.
(6) When guardrail is necessary, provide 2 feet of widening or longer posts to ensure lateral support.
(7) For roads with traffic volumes of less than 400 ADT, the low volume road and street standards may be used.
(8) Federal functional classification defined by WSDOT (Planning and Programming Service Center).
(9) For guidance for one-way streets, see AASHTO, and the current uniform fire code.
(10) When using AASHTO guidance for clear zone determinations, the designer should take into account all AASHTO materials relating to clear zone and project circumstances. See the reference section of this publication.
***Note:*** Design Hourly Volume (DHV). The DHV is generally the 30th highest hourly volume (30 DHV) of the future year chosen for design. On the average rural road or arterial, DHV is about 15 percent of ADT. For urban areas, DHV is usually between 8 to 12 percent of the ADT or AADT.

| | |
|---|---|
| **Detectable Warnings (Truncated Domes)** | For dimensions, see WSDOT Standard Plans, F40 series. For material contrast requirements, see proposed ADA guidance from the U.S. Access Board at http://www.access-board.gov/ada-aba.htm<br>U.S Access Board at http://www.access-board.gov/prowac/draft.htm |
| **New Sidewalks (when provided)** | • **Minimum Width** — 60 inches continuous clear width or 36 inches clear width with 60 inch by 60 inch clear passing spaces at 200-foot minimum intervals.<br>• **Surface** — Firm, stable, and slip resistant.<br>• **Crosslopes** — 1:50 (2%) maximum.<br>• **Running Slope** — When adjacent to road, must be consistant with the slope established by the roadway. If separate from the roadway must conform to ADA guidance.<br>• **Buffer** — Separation from vehicular ways by curbs or other barriers. |

## 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 *Design Manual* (RCW 35.75.060 and 36.82.145). |
| **Signing** | MUTCD, as modified by the Washington State Transportation Commission per RCW 47.36.030. |
| **Americans with Disabilities Act-1990 ADA** | Code of Federal Regulations 28 CFR Part 36, Interim Final Rules U.S. Department of Justice. The Architectural and Transportation Barriers Compliance Board WSDOT/Standard F40 Series 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.

## 42.8 2R Projects

**.81 General Discussion.** Funding restrictions do not always allow improvement of existing roadways to the standards desired. Therefore, when pavement condition reaches a minimal condition, cost effective pavement improvements are needed.

Resurfacing and restoration (2R) projects involve work to restore the existing roadway surface and appurtenances for safe and efficient highway operation. This type of project provides for resurfacing of the existing roadway to provide structural adequacy, to restore the roadway surface condition, and to consider making minor safety improvements.

Resurfacing of the roadway will normally be to the existing width. This should consider paving of previously unpaved shoulders. If short lengths of narrower lanes or shoulders exist within the project limits, widening should be considered to provide roadway section continuity within the project limits.

## 42.9 References

The designer may use the standards and rationales incorporated into the following manuals (see the following page for addresses to acquire reference materials).

**AASHTO**

- A Policy on Geometric Design of Highways and Streets, 2004 Edition.
- Guide for Design of Pavement Structures
- Highway Drainage Guidelines
- Guide for Roadway Lighting
- Roadside Design Guide
- Geometric Design of Very Low Volume Local Roads (ADT<400)

**Transportation Research Board (TRB)**

- Highway Capacity Manual

**Washington State Department of Transportation (WSDOT)**

- *Standard Specifications for Road, Bridge, and Municipal Construction*
- Supplement to MUTCD (WAC 468-95)
- *Bridge Design Manual*
- Highway Hydraulics Manual
- *Standard Plans for Road, Bridge, and Municipal Construction*
- *Design Manual* (except for 2R/3R)

- Pavement Design Manual
- A Guide for Local Agency Sidewalk Details, WSDOT Headquarters Highways and Local Programs, Washington State Technology Transfer Center

**Institute of Transportation Engineers (ITE)**

- Traffic Engineering Handbook

**FHWA**

- Manual of Uniform Traffic Control Devices (MUTCD)
- 49 CFR Part 27 and Designing Sidewalks & Trails for Access, Part II

**ADA**

- 28 CFR Part 35, 28 CFR Part 36, Appendix A, and the Access Board's Proposed Public Right of Way Guidelines.

**Roundabouts**

- NCHRP Synthesis 264 — Modern Roundabout Practice in the United States, Transportation Research Board
- FHWA — Roundabouts, An Informational Guide
- WSDOT *Design Manual*

**Traffic Calming**

- A Guidebook for Residential Traffic Management, Final Report, December 1994, WSDOT Highways and Local Programs Service Center, Washington State Technology Transfer Center.

### .91 Addresses to Acquire Reference Materials

**AASHTO**
American Association of State Highways and Transportation Officials
444 North Capitol Street NW, Suite 249
Washington, DC 20001
(202) 624-5800
(202) 624-5806 (fax)

**TRB**
Transportation Research Board National Research Council
2101 Constitution Avenue NW
Washington, DC 20418

**WSDOT**
Engineering Publications
Department of Transportation
PO Box 47304
Olympia, WA 98504-7304
(360) 705-7430
(360) 705-6861 (fax)

**ITE**
Institute of Transportation Engineers
525 School Street SW, Suite 410
Washington, DC 20024
(202) 554-8050
(202) 863-5486 (fax)

**MUTCD**
Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

**ADA**
Office of the General Counsel Architectural and Transportation Barriers Compliance Board
1331 F Street NW, Suite 1000
Washington, DC 20004-1111
(202) 272-5434 (Voice)
(202) 272-5449 (TDD)
(202) 272-5447 (fax)

Public Rights-of-Way Access Advisory Committee (PROWAAC)
http://ite.org/accessible/PROWAAC/PROWAAC/_SpecialReport.pdf

Local Agency ADA Planning and Design Resource
http://www.wsdot.wa.gov/ta/operations/localplanning/ADA.html

## 42.10 Appendices

42.101 Local Agency Non-NHS Design Matrix Checklists

42.102 Vacant

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

**2R PROJECT CHECKLIST**
**Page 1 of 2**

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cross Roads** | | | | | | | | | | | | |
| Horizontal Alignment | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Vertical Alignment | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Lane Width | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Shoulder Width | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Fill/Ditch Slopes | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Safety Improvements | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | | |
| Shared Bike/Ped Facility | 3 | → | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | | N/A |
| **Bridges** | | | | | | | | | | | | |
| Lane Width | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Shoulder Width | | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Vertical Clearance | AE | → | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Structural Capacity | AE | → | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | | |
| Bridge Rail | 1 | → | → | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | | N/A |

**Design Levels**

☐ Blank Cell
**D** Design Level D
**A** Design Level A
**AE** Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See *LAG Manual* Chapter 62 -- Appendix 62.102
(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 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Vertical Alignment | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Lane Width | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Shoulder Width | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Lane & Shoulder Taper | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Ped. Facility | 1 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Cross Slope Lane | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Cross Slope Shoulder | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Fill/Ditch Slopes | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Safety Improvements | 4 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Shared Bike/Ped. | 3 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Turn Radii | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Sight Distance | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| I/S Angle | AE | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes ☐No | → | | |
| Std Run | 1 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |

**3R PROJECT CHECKLIST**
**Page 1 of 2**

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

**Design Levels***

☐ Blank Cell
**D** Design Level D
**A** Design Level A
**AE** Agency Evaluate to Design Level A
**See Matrix Definitions for requirements**

(1) When provided, must meet current standards
(2) See *LAG Manual* Chapter 62 -- Appendix 62.102
(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 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Vertical Alignment | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Lane Width | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Shoulder Width | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Lane & Shoulder Taper | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Ped. Facilities | 1 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Cross Slope Lane | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Cross Slope Shoulder | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Fill/Ditch Slopes | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Safety Improvements | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Bike & Ped | 3 | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Turn Radii | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Sight Distance | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| I/S Angle | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |
| Std Run | A | ☐Yes ☐No | → | ☐Yes ☐No | → | ☐Yes | → | | N/A |

**LOCAL AGENCY GUIDELINES DESIGN MATRIX RECONSTRUCTION PROJECT CHECKLIST**
**Page 1 of 2**

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

**Design Levels***

□ Blank Cell
**D** Design Level D
**A** Design Level A
**AE** Agency Evaluate to Design Level A

(1) When provided, must meet current standards
(2) See *LAG Manual* Chapter 62 -- Appendix 62.102
(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**
**Page 2 of 2**

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

**LOCAL AGENCY GUIDELINES DESIGN MATRIX NEW CONSTRUCTION PROJECT CHECKLIST**
**Page 1 of 2**

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

**Design Levels***

☐ Blank Cell
**D** Design Level D
**A** Design Level A
**AE** Agency Evaluate to Design Level A
**See Matrix Definitions for requirements**

(1) When provided, must meet current standards
(2) See *LAG Manual* Chapter 62 -- Appendix 62.102
(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 NEW CONSTRUCTION PROJECT CHECKLIST**
**Page 2 of 2**

## 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.

## 43.5 Additional Data Required for Special Projects

**.51 Traffic Signal Projects.** The local agency shall provide warrants for signalization in accordance with Part 4c of the Manual on Uniform Traffic Control Devices (MUTCD). Designs for signalization at intersections with state routes require review by WSDOT. A signal permit is required for all traffic signals on state routes. An early application to the WSDOT Region Administrator is advisable.

**.52 Projects Involving State Routes.** Designs for all projects involving state routes shall be submitted to the WSDOT for approval. All work at intersections with state routes requires submittal of an intersection plan to WSDOT for approval. Prints of existing intersection plans are available from WSDOT. Revisions should be shown on these prints.

## 43.6 Appendices

43.61 Sample Format — VE Assessment Report

Agency: _____ Date: _____

Project: _____ Project #: _____

Project Limits: _____

Reviewing Team: _____

**Project Characteristics**

Length: _____ Cost: $_____ Cost/Unit Length: $_____

Major structure (Y/N) ____
Extensive R/W (Y/N) ____
Complex project (Y/N) ____
Includes items that appear too costly (Y/N) ____
Includes critical or expensive materials (Y/N) ____

Includes items that have questionable, complex, or costly function (Y/N) ____
Includes items difficult to construct (Y/N) ____
Complicated or costly traffic control or detours (Y/N) ____

Horizontal Alignment: _____

Vertical Alignment: _____

Materials Source: _____

Design Concept: _____

Other Considerations: _____

**Other Alternatives Considered:** _____

| Major High Cost Items and Potential Cost Saving Ideas | Cost | Potential Savings |
|---|---|---|
| (1) _____ | $_____ | $_____ |
| (2) _____ | $_____ | $_____ |
| (3) _____ | $_____ | $_____ |

**Conclusions and Recommendations:** _____

**Approving Authority Recommendations:** _____

# Chapter 44 Plans, Specifications, and Estimates

## 44.1 General Discussion

After a project's location and design have been approved, work begins on the final version of the plans, specifications, and cost estimates (PS&E). These documents are used to award and administer a construction contract. The PS&E must be approved as defined in Chapter 13, Becoming Certified to Administer FHWA Projects, before the project can be advertised for construction.

PS&E approval is done by the local agency as identified in the Washington State Department of Transportation (WSDOT)/Local Agency Certification Acceptance (CA) Agreement. The approving authority identified on the CA Agreement must approve the plans and specifications, and a professional engineer licensed in the state of Washington must seal and date the plans and specifications.

The local agency should use the Project Development Checklist (Chapter 14, Developing Projects Using Local Agency Guidelines) to check for completeness of the contract plans prior to approving them.

The local agency should have a commitment file, when applicable, containing a summary of commitments made during project development. The file should be reviewed to ensure that the commitments are incorporated in the PS&E. These commitments typically involve right of way or environmental considerations (see Appendix 44.78 for list of possible required permits).

A copy of the bid documents shall be furnished to the Region Local Programs Engineer prior to advertisement.

Any local agency project with work on, over or below state routes requires design and traffic documentation approval and PS&E concurrence from WSDOT prior to advertisement.

On WSDOT ad-and-award projects, WSDOT will review and concur with the PS&E prior to printing contract plans and specifications. An estimate of the cost of this service can be obtained from the Region Local Programs Engineer. Refer to forms for a checklist.

## 44.2 PS&E Requirements

**.21 Wage Rates.** For information on state law requirements, contact the Municipal Research and Services Center for a listing of current laws. State and federal wage rates must be included for all Federal Highway Administration (FHWA) projects advertised by a local agency. The wage rates used will reflect the latest rates approved by the Washington State Department of Labor and Industries (L&I) and the U.S. Department of Labor. Refer to CFR 29 part 30 and RCW 39.12 and RCW 49.28.

The Federal Davis-Bacon Act predetermined minimum wage must be paid to all covered workers on federal aid projects exceeding $2,000 that are located on a route which is classified as a federal aid highway (Principal Arterial, Minor Arterial or Collector). The Davis-Bacon requirements do not apply to force account work performed by agency forces.

The applicability of Davis-Bacon to an Enhancement, Scenic Byways, or Safe Routes to School project is dependent on the relationship or linkage of the project to a federal aid highway. If the project is "linked" to a federal aid highway based on proximity or impact (i.e., without the federal aid highway the project would not exist), then Davis-Bacon requirements apply. Examples of such projects include the removal of outdoor advertising, a wetland to filter highway drainage, etc. Please contact your Region Local Programs Engineer to determine if Davis Bacon prevailing wage rates apply.

If the project is on a route classified as a rural minor collector or local access then the Davis-Bacon requirements do not apply.

Another Davis-Bacon issue is the acceptability of using volunteer labor on transportation projects. The US Department of Labor states in its Field Operations Handbook (Section 15): "There are no exceptions to Davis-Bacon coverage for volunteer labor unless an exception is specifically provided for in the particular Davis-Bacon Related Act under which the project funds are derived." The Davis-Bacon Related Act for the Federal Aid Highway Program

(23 U.S.C. Section 113) is silent on this subject. Therefore, on projects subject to Davis-Bacon coverage, a contractor or subcontractor may not use volunteer labor. On the other hand, a state highway or local government agency may use volunteer labor under its direct control as a force account effort.

Local agencies may access the Wage Rate data file at http://www.wsdot.wa.gov/EESC/Design/projectdev/AdReady/CombinedWage.htm. If a local agency is not "on line," wage rates can be requested through the Region Local Programs Engineer.

The effective date for state and federal rates is determined as follows:

a. State Wage Rates. L&I will use the date that bids are due as the effective date for determining prevailing wages provided that the contract is awarded within 60 days after bids are due (RCW 39.12). If the contract is not awarded within 60 days after bids are due, L&I will determine the prevailing wage on the date the contract is awarded.

b. Federal Wage Rates. This data is received from the USDOL in a document entitled "General Wage Determinations Issued Under the Davis-Bacon and Related Acts." Modifications are issued weekly by the USDOL. The effective date for federal wage rates is the date of notice in the Federal Register or the date on which written notice is received by WSDOT, whichever occurs first. All modifications on projects to which the determination applies are effective if published before contract award.

The following are exceptions:

- The effective date for determining state prevailing wage rates shall be the date of bid opening. For contracts awarded more than six months after the bid opening date, the effective date for determining the wage rates shall be the award date.
- The effective date for determining federal prevailing wage rates shall be ten days prior to bid opening (or less if the engineer determines an addenda can be issued prior to bid opening). For contracts awarded more than 90 days after the bid opening date, the effective date for determining the wage rates shall be the award date.

Prior to bid opening, the local agency may contact the Support Systems Engineer in the Plans Branch of WSDOT at (360) 705 7455, to see if wage rates have changed or pending.

To minimize the possibility of out-of-date state and federal wage rates at the time of bid opening, the wage rates should be requested from the Region Local Programs Engineer seven days before the advertising date.

**.22 Other Requirements.**

a. **Form FHWA-1273.** Each set of contract documents shall include Form FHWA-1273, "Required Contract Provisions, FHWA Construction Contracts," and such amendments that modify the FHWA-1273. Copies of the FHWA-1273 Form and amendments are available from the Region Local Programs Engineer.

b. **Affirmative Action.** See Chapter 27, Equal Employment Opportunity and Training.

c. **Disadvantaged Business Enterprises (DBE).** In accordance with FHWA and WSDOT efforts to increase DBE participation in FHWA projects, WSDOT has developed a management-by-objective goal-setting process for DBE participation. For additional information, see Chapter 26, Disadvantaged Business Enterprises.

d. **"Buy-America" Requirements.** Steel and iron that is permanently incorporated into the project shall consist of American-made materials, as outlined in the required GSP.

   The local agency must include a provision containing the "Buy-America" requirements in each contract. General Special Provisions similar to those now used by WSDOT can be used by the local agency. These general special provisions are included in the WSDOT Amendments and General Special Provisions publication.

   Purchase of foreign steel and iron products by local agencies for installation on a federally funded project is not allowed except to the limit allowed by the "Buy America" General Special Provision.

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

   Construction projects that impact bicycle and/or pedestrian traffic must include accommodation for all impacted modes of travel in the contract Traffic Control Plans.

**f.** **A "tied bid"** is where a federal project and a non-federal project or two federal projects (otherwise separate contacts) are advertised and bid together as a single contract. In order to bid the projects under a single contract the agency must document that the tying of bids does not increase the cost of the federal aid highway project.

**g.** **Sole Source Justification.** Justification for the use of agency-supplied materials must be documented by the local agency. The materials must have been produced by agency forces or acquired through competitive bidding. Material purchased from a sole source may be used only with justification by the Agency.

**h.** **Warranty/Guarantee.** No warranty requirement shall be approved which may place an undue obligation on the contractor for items or conditions over which the contractor has no control. Warranties/ guarantees shall not be included in federal aid projects or the bonds except as follows:

   On NHS construction contracts a warranty can be included in the contract in accordance with the following: Warranty provisions shall be for a specific product or feature. Warranties for items of maintenance are not eligible for federal participation and will not be allowed. All warranty requirements and subsequent revisions shall be submitted to the WSDOT Region Local Programs Engineer and forwarded to Highways &Local Programs for advance approval.

   On non-NHS construction contracts a warranty can be included in the contract in accordance with the following: Project warranty/maintenance provisions may be included in a project if a non-participating bid item and special provision is included in the contract. All other warranty requirements other than product or feature, and subsequent revisions, shall be submitted to Region Local Programs Engineer for advance approval.

**.23** **Local Ad and Award Projects.** See Chapter 46.

**.24** **State Ad and Award Projects.** See Chapter 45.

## 44.3 Documents Requiring Professional Stamps

The following documents require a PE stamp upon completion. The Professional Engineer with responsible charge of the project will assure that appropriate engineering reports and documents are stamped in accordance with RCW 18.43.070. If a particular "Engineering Report or Document" is not listed, it is not necessarily exempt from the requirement.

The list includes:

- Design Documents
- Right-of-Way Plans
- Type, Size, and Location Report
- Plans, Specifications (with appropriate Division 1 approvals as outlined in Section 44.5), and Estimates, including all plan sheets.
- Special Provisions
- Temporary Erosion and Sediment Control Plan
- Plans for Falsework and Forms, normally the contractor's responsibility
- Bridge Design Report
- Bridge Load Ratings
- As Built Plans
- Technical Change Orders
- Value Engineering Study Report
- Standards Deviation Request
- Emergency Contracts that contain the equivalent of PS&E documents

## 44.4 Contract Plans

For WSDOT ad-and-award projects, the plans should be prepared in accordance with the WSDOT *Plans Preparation Manual* (M 22-31). For local ad-and-award projects, there are no federal or state requirements for plan sheet size or guidelines for preparing contract plans.

## 44.5 Specifications

WSDOT publishes and distributes the Standard Specifications, and the Amendments and General Special Provisions. On federal aid projects, any revision to Division 1 of the Standard Specifications or approved Division 1 revision (Amendment or WSDOT or APWA General Special Provision) requires prior approval from Highways and Local Programs. In all cases, naming conventions will clearly identify the origin, General Special Provision, APWA Special Provision, Agency Provision, or Project Provisions.

**.51 Standard Specifications.** All FHWA funded projects, including local agency force projects, will be constructed in conformance with the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and such approved amendments that modify these specifications. Refer to Chapter 62 for Enhancement, Scenic Byway or Safe Routes to School project requirements.

**.52 Amendment to the Standard Specifications.** These amendments are approved changes to the Standard Specifications.

**.53 General Special Provisions.** These are specifications that describe special project features in common usage.

**.54 APWA General Special Provisions.** These are specifications unique to local agency projects. See www.wsdot.gov/partners/apwa/.

**.55 Special Provisions.** Since Special Provisions are specifications governing matters peculiar to an individual project, they are not covered in the Standard Specifications. Their use should be held to a minimum and applicable Standard Specifications should be used instead. Issues mandated in the state and federal laws shall not be changed.

Special Provisions are required:

a. For the presentation of all features of a project not covered by the Standard Specifications and General Special Provisions.

b. Where the Standard Specifications are being amended.

c. For any deviation from the Standard Specifications with regard to materials, construction details, measurement, and payment.

d. When noted in the WSDOT Standard Item Table.

The following paragraphs discuss some pertinent aspects of special provisions.

- All nonstandard pay items shall be covered in the Special Provisions.
- The local agency is encouraged to include a value engineering incentive clause in their construction specifications encouraging the contractor to propose changes in contract requirements that will accomplish the project's functional requirements at less cost on high cost and major projects.
- Traffic control must be in accordance with the MUTCD. A Special Provision shall be prepared outlining traffic control requirements and including any pay items. See Chapter 41.2.
- Neatline measurement of quantities is allowed by special provision. This specification may allow payment of the neatline measurement from the lines and grades as shown on the plans or as directed by the Engineer's stakes on the ground. This may apply to aggregates, base course, and surfacing. On asphalt quantities, the unit price could include the cost of

coring to verify density and depths. Culvert and pipeline installation may be paid by the lineal foot-in place with bedding, backfill, and compaction as incidental to the unit price. In these instances, an item should be added for extra excavation or backfill if the profile varies or is subject to change during the contract. Shoring must be paid as a separate bid item.

- Direct reference to proprietary specifications of national, regional, or local trade associations should not be included in FHWA contract specifications; such proprietary specifications are subject to change without notice to, or acceptance by, the state or FHWA. If proprietary specifications must be used, the complete text, or such parts as are applicable, should be incorporated into special provisions for the project.

Proprietary Items – Sole Source

The use of trade names in specifications and on plans should be avoided. Instead, specifications should be formulated to assure full opportunity for competition among equivalent materials, equipment, and methods. Specifying patented or proprietary material, products or processes is allowed for federal-aid projects only under one of the following conditions:

- At least three names of acceptable materials or products, if available, are listed together with a list of the required features and specifications that will be considered equal to the listed items
- The agency is requiring a specific material or product and a written Public Interest Finding (PIF) document has been prepared, or
- The material or product has been approved through FHWA as an experimental feature

Public Interest Finding

An agency may require a specific material or product when there are other acceptable materials and products when such specific choice is approved as being in the public interest, such as traffic signal control equipment. The written (PIF) must:

Clearly show that the best interest of the public and the agency will be achieved. This is accomplished by describing any cost effectiveness and efficiency to be realized. A benefit cost analysis should be completed to support the PIF. The supporting documentation and the decision of the agency must be maintained in the project file.

CA Agencies may approve proprietary items on non NHS routes, all other proprietary items must be approved by H&LP.

A PIF is not required when:

1. The funding source is from a municipality or other entity, and is not reimbursable with federal monies, including when the contract has tied bids, and the item is only part of the locally funded project.

2. A utility agreement is being established and there are minor quantities of materials and supplies and proprietary products that are routinely used in a utility's operation, which are essential for the maintenance of the system.

## 44.6 Estimates

The engineer's estimate of a proposed project's cost shall include the estimated quantity and estimated unit price for each proposed work item. Bridge items shall be segregated from roadway items. A tabulation for each bridge showing its applicable items shall be submitted.

If materials salvaged from the project are to be used for roadway purposes, the value of such materials should not be included in the project cost.

The estimate shall separately list the costs of nonparticipating items, local agency force work, and local agency furnished materials.

The separate cost groups shall be summarized and totaled on the first sheet of the estimate.

The Region Local Programs Engineer may be contacted for assistance in preparing the estimate. A sample estimate is shown in Appendix 44.76.

## 44.7 Appendices

44.72 Sample Proposal (Metric/English)

44.73 Bid Proposal Package

44.74 Sample City Letter of Financial Responsibility

44.75 Sample County Letter of Financial Responsibility

44.76 Sample Estimate and Grouping

44.77 List of Permits

44.78 Local Agency Plans Preparation Checklist

## Forms

FHWA Form 1273 Required Contract Provisions, FHWA Construction Contracts

FHWA Form LLL Disclosure of Lobbying Activities

12 miles of Laramie County Road, North Ridge Road
Project No. STPUL-6969(007)
STA. 8+658.50 to STA. 9+054.70

| | | | | | |
|---|---|---|---|---|---|
| | | **PREPARATION** | | | |
| 1. | LUMP SUM | Mobilization | LUMP SUM | _____ | =_____ |
| 2. | LUMP SUM | Clearing and Grubbing | LUMP SUM | _____ | =_____ |
| | | **GRADING** | | | |
| 3. | 780.0 CU. YD. | Roadway Excavation Including Haul | PER CU. YD. | _____ | =_____ |
| 4. | 413.0 CU. YD. | Embankment Compaction | PER CU. YD. | _____ | =_____ |
| | | **STORM SEWER** | | | |
| 5. | 12.0 EACH | Adjust Manhole | PER EACH | _____ | =_____ |
| 6. | 24.0 EACH | Adjust Catch Basin | PER EACH | _____ | =_____ |
| | | **SURFACING** | | | |
| 7. | 28,870.0 TON | Gravel Base | PER TON | _____ | =_____ |
| 8. | 6,500.0 TON | Crushed Surfacing Top Course | PER TON | _____ | =_____ |
| | | **LIQUID ASPHALT** | | | |
| 9. | 10.0 TON | Asphalt Tack Coat | PER TON | _____ | =_____ |
| | | **CEMENT CONCRETE PAVEMENT** | | | |
| 10. | 289.0 SQ. YD. | Cement Concrete Driveway 14 Day | PER SQ.YD. | _____ | =_____ |
| | | **ASPHALT CONCRETE PAVEMENT** | | | |
| 11. | 10,283.0 TON | Asphalt Concrete Pavement Class B Including Paving Asphalt | PER TON | _____ | =_____ |
| | | **EROSION CONTROL AND LANDSCAPING** | | | |
| 12. | 410.0 CU. YD. | Topsoil Type B | PER CU. YD. | _____ | =_____ |
| | | **TRAFFIC** | | | |
| 13. | 13,073.0 LIN. FT. | Cement Concrete Curb and Gutter | PER LIN. FT. | _____ | =_____ |
| 14. | 19.5 HUNDRED | Lane Marker Type 1 | PER HUNDRED | _____ | =_____ |
| 15. | 2.1 HUNDRED | Lane Marker Type 2 | PER HUNDRED | _____ | =_____ |
| 16. | | One-Way Piloted Traffic Control | 5,00.00 ESTIMATED | _____ | =_____ |
| 17. | 600.0 HOUR | Labor for Traffic Control | 12.00 PER HOUR | _____ | =_____ |
| | | **OTHER ITEMS** | | | |
| 18. | 2,000.0 LIN. FT. | Reconstruct Wooden Fence | PER LIN. FT. | _____ | =_____ |
| | | | **TOTAL** | _____ | =_____ |

## NON-COLLUSION DECLARATION

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## NOTICE TO ALL BIDDERS

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

| | | |
|---|---|---|
| **CASH** | ☐ | **IN THE AMOUNT OF** _____ |
| **CASHIER'S CHECK** | ☐ | _____ DOLLARS |
| **CERTIFIED CHECK** | ☐ | **($_____ ) PAYABLE TO THE STATE TREASURER** |
| **PROPOSAL BOND** | ☐ | **IN THE AMOUNT OF 5% OF THE BID** |

** Receipt is hereby acknowledged of **addendum(s) No.(s)** _____, _____ & _____.

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

_____

_____

PROPOSAL MUST BE SIGNED

**FIRM NAME** _____

**(ADDRESS)** _____

_____

te

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "WSDOT Capital Facilities Projects" of the Instructions to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication _____

## Proposal Package Menu

- Proposal Package Data Entry
- Proposal Bond (DOT Form 272-001 EF)
- Non-Collusion Declaration (DOT Form 272-036H EF)
- Certification for Federal Aid Contracts (DOT Form 272-040 EF)
- Disadvantaged Business Enterprise Utilization Certification (DOT Form 272-056 EF)
- Region Ad and Award Contract Proposal - Signature Page (DOT Form 272-036C EF)
- Proposal - Signature Page (DOT Form 272-036D EF)
- Subcontractor's List (All Contracts over $1,000,000) (DOT Form 271-015 EF)
- Contract Bond - Highway Construction (DOT Form 272-002 EF)
- Contract Bond- Building Construction (DOT Form 272-003 EF)
- Contract - Highway Construction (DOT Form 272-006 EF)
- Contract - Building Construction (DOT Form 272-008 EF)
- Contractor Prequal. Questionnaire and Affid. for Region Ad and Award Contracts ($80,000 or Less) (DOT Form 272-063 EF)
- List View

1. Local Agencies must use Form 272-056 on all projects that have an established DBE goal.
2. Local Agencies may delete Form 272-036c
3. Local Agencies may delete Form 272-063

Note: This package is available electronically at:
www.wsdot.wa.gov/TA/Software/#fillin
Select on screen forms
Scroll down to Bid Proposal Package

Washington State Department of Transportation

EF Version 5/12/2006

# Bid Proposal Package - Data Entry

## Enter the Appropriate Information for the Proposal Package

**Select the Location for this Bid Package**

**Is this an Initial or Revised Proposal?**

○ Initial ○ Revised

**If this is a Revised Package, enter the revised date**

**Is this Bid Package for a Federal or State project?**

○ Federal ○ State

**Enter the State Route Number for the Project (Include "SR")**

**Enter the Mileposts (include "MP") for the project**

**Enter the Job Title for the Project**

**Enter the PS&E Job Number(s)**

**Enter the Federal Aid Number(s). Leave blank if a State project**

**Enter the County(s) this project encompasses**

Proposal Package Data Entry (Page 1 of 3)

Washington State Department of Transportation

EF Version 5/12/2006

## Bid Proposal Package - Data Entry

Enter the County(s) this project encompasses

Bid Open Time (24 hour clock)

10:00 AM

Enter the Bid opening Location. Include the street address

City

Enter the mailing Post Office Box for mail in Bids

Address

City Zip Code

Enter the Fax Number for Bid Changes

This field shows the Bid Opening information that will print on the Cover Page exactly as displayed.
Please verify and correct any incorrect information

**Proposal Package Data Entry (Page 2 of 3)**

Washington State Department of Transportation

EF Version 5/12/2006

# Bid Proposal Package - Data Entry

| Click on forms to include in this Bid Package | Enter Correct Page Letter |
|---|---|
| ☐ Proposal Bond (272-001)<br>Use when bid bond is required | |
| ☐ Non-Collusion Declaration (272-036H)<br>Required for all Federal Aid jobs | _____ |
| ☐ Certification for Federal Aid Contracts (272-040)<br>Required for all Federal Aid jobs over $100,000 | _____ |
| ☐ DBE Utilization Certification (272-056A)<br>Required for Federal Aid jobs with goals | _____ |
| ☐ Proposal - Signature Page (272-036D)<br>When bid bond is required | _____ |
| ☐ Region Ad and Award Contract Proposal - Signature Page (272-036C)<br>Used only for contracts $50,000 or less when no bond is required | _____ |
| ☐ Subcontractor's List (271-015 EF)<br>Required for all jobs over $1,000,000 | _____ |

**Proposal Package Data Entry (Page 3 of 3)**

Washington State
Department of Transportation

# Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of as principal, and the

a corporation duly organized under the laws of the state of , and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Department of Transportation within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

_____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

DOT Form 272-001 EF
Revised 12/97

**Proposal Bond (DOT Form 272-001 EF)**

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## NON-COLLUSION DECLARATION

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

## NOTICE TO ALL BIDDERS

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H EF
Revised 5/06

**Non-Collusion Declaration (DOT Form 272-036H EF)**

## Certification for Federal-Aid Contracts

**The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DOT Form 272-040 EF
Revised 1/2000

**Certification for Federal Aid Contracts (DOT Form 272-040 EF)**

**Washington State Department of Transportation**

## Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number | Project Role * (Prime, Subcontractor, Manufacturer, Regular Dealer) | Description of Work | Amount to be Applied Towards Goal ** |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total $ _____ ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

DOT Form 272-056 EF
Revised 7/07

**Disadvantaged Business Enterprises Utilization Certification (DOT Form 272-056 EF)**

Washington State
Department of Transportation

## Region Ad and Award Contract Proposal - Signature Page

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

Receipt is hereby acknowledged of addendum(s) No.(s) _____ , _____ & _____

Signature of Authorized Official(s)

**Proposal Must be Signed** →

_____

_____

Firm Name _____

Address _____

_____

_____

State of Washington Contractor's License No. _____

Federal ID No. _____

**Note:**

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number on in your communication _____

(4) RCW 47.28.030 (2) applies: No bid deposit or performance bond shall be required but it shall be specified in the bidding proposal that each month the contractor may be required to submit paid invoices showing that disbursements have been made to laborers, materialmen, mechanics, and subcontractors due such persons from the previous progress payment. If such disbursements have not been made, the monthly progress payment shall be withheld pending receipt of the paid invoices.

DOT Form 272-036C EF
Revised 10/04

**Region Ad and Award Contract Proposal - Signature Page (DOT Form 272-036C EF)**

Washington State Department of Transportation

## Proposal - Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

| | | |
|---|---|---|
| Cash | ☐ | In the Amount of _____ |
| Cashier's Check | ☐ | _____ Dollars |
| Certified Check | ☐ | ($ _____ ) Payable to the State Treasurer |
| Proposal Bond | ☐ | In the Amount of 5% of the Bid |

Receipt is hereby acknowledged of addendum(s) No.(s) _____ , _____ & _____

Signature of Authorized Official(s)

**Proposal Must be Signed** →

_____

_____

Firm Name _____

Address _____

_____

_____

State of Washington Contractor's License No. _____

Federal ID No. _____

**Note:**

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication _____

DOT Form 272-036D EF
Revised 8/98

**Proposal - Signature Page (DOT Form 272-036D EF)**

Washington State
Department of Transportation

## Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

**To Be Submitted with the Bid Proposal**

Project Name _____

**Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.**

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

DOT Form 271-015 EF
Revised 7/99

**Subcontractor's List (All Contracts over $1,000,000 (DOT Form 271-015 EF)**

Washington State
Department of Transportation

# Contract Bond -
## Highway Construction

KNOW ALL MEN BY THESE PRESENTS, That

of , as Principal, and
as Surety, are jointly and severally held and bound unto the State of Washington, in the penal sum of

Dollars ($ ), the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the
day of A.D., , the said

Principal, herein, executed a certain contract with the State of Washington, by the terms, conditions, and provisions of which contract the said

Principal, herein, agree to furnish all material and do certain work, to wit: That

,

will undertake and complete the construction of

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

DOT Form 272-002 EF
Revised 6/99

**Contract Bond - Highway Construction (DOT Form 272-002 EF) (Page 1 of 2)**

WITNESS our hands this _____ day of _____ , _____

_____

_____

_____
(Principal)

_____

_____

_____
(Attorney-in-fact, Surety)

_____
Name and Address Local Office of Agent

APPROVED:

Washington State Department of Transportation

Secretary of Transportation

By: _____

Date: _____ , _____

| Surety Bond No. |
|---|
| |

| WSDOT Contract No. |
|---|
| |

DOT Form 272-002 EF
Revised 12/97

**Contract Bond - Highway Construction (DOT Form 272-002 EF) (Page 2 of 2)**

Washington State
Department of Transportation

# Contract Bond -
## Building Construction

KNOW ALL MEN BY THESE PRESENTS, That

of , as Principal, and
as Surety, are jointly and severally held and bound unto the State of Washington, in the penal sum of

Dollars ($ ), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the
day of A.D., , the said

Principal, herein, executed a certain contract with the State of Washington, by the terms, conditions, and provisions of which contract the said

Principal, herein, agree to furnish all material and do certain work, to wit: That

,

will undertake and complete the construction of

according to the Contract Documents made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, and shall further indemnify, save harmless and reimburse said State of Washington from and for any defect or defects in any of the workmanship or materials entering into any part of the work of the contractor performed pursuant to this contract, which shall develop or be discovered within one year after the final acceptance of said contract, then this obligation to be void, otherwise to remain in full force and effect, provided, the liability hereunder for defects in materials or workmanship for a period of one year after the acceptance of the work shall not exceed the sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this Bond.

DOT Form 272-003 EF
Revised 6/99

**Contract Bond - Building Construction (DOT Form 272-003 EF) (Page 1 of 2)**

WITNESS our hands this _____ day of _____ , _____

_____

_____

_____
(Principal)

_____

_____

_____
(Attorney-in-fact, Surety)

_____
Name and Address Local Office of Agent

APPROVED:

Washington State Department of Transportation

Secretary of Transportation

By: _____

Date: _____ , _____

| Surety Bond No. |
|---|
| |

| WSDOT Contract No. |
|---|
| |

DOT Form 272-003 EF
Revised 12/97

**Contract Bond - Building Construction (DOT Form 272-003 EF) (Page 2 of 2)**

Washington State
Department of Transportation

# Contract

THIS AGREEMENT, made and entered into this day of , .
between the STATE OF WASHINGTON, acting through the Washington State Department of Transportation, and the Secretary of Transportation under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the State of Washington.

II. The State of Washington hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

DOT Form 272-006 EF
Revised 12/97

**Contract Bond - Highway Construction (DOT Form 272-006 EF) (Page 1 of 2)**

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all convenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Secretary of Transportation has caused this instrument to be executed by and in the name of the said State of Washington and the Washington State Department of Transportation the day and year first above written.

Executed by the Contractor _____ , _____ .

_____

_____

_____
(Contractor)

Washington State Department of Transportation

Secretary of Transportation

By: _____

Date: _____ , _____

DOT Form 272-006 EF
Revised 12/97

**Contract Bond - Highway Construction (DOT Form 272-006 EF) (Page 2 of 2)**

Washington State
Department of Transportation

# Contract

THIS AGREEMENT, made and entered into this day of , ,
between the STATE OF WASHINGTON, acting through the Washington State Department of Transportation, and the Secretary of Transportation under and by virtue of Title 39 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

in accordance with and as described in the attached Contract Drawings and Project Manual, which are by this reference incorporated herein and made a part hereof, and as directed shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the State of Washington.

II. The State of Washington hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached Contract Drawings and Project Manual and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Schedule of Values and Contracts Sum at the time and in the manner and upon the conditions provided for in this contract.

DOT Form 272-008 EF
Revised 12/97

**Contract Bond - Building Construction (DOT Form 272-008 EF) (Page 1 of 2)**

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all convenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Secretary of Transportation has caused this instrument to be executed by and in the name of the said State of Washington and the Washington State Department of Transportation the day and year first above written.

Executed by the Contractor _____ , _____ .

_____

_____

_____
(Contractor)

Washington State Department of Transportation

Secretary of Transportation

By: _____

Date: _____ , _____

DOT Form 272-008 EF
Revised 12/97

**Contract Bond - Building Construction (DOT Form 272-008 EF) (Page 2 of 2)**

Department of Transportation
Transportation Building
P.O. Box 47390
Olympia, Washington 98504-7308

Re:

(State Ad & Award)
Award of Project

Attn:

Assistant Secretary, Highways and Local Programs

Gentlemen:

The Mayor of the city of _____ gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ _____ the city agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

_____
Mayor

_____
Date

Washington State Transportation Commission
Department of Transportation
Transportation Building
Olympia, Washington 98504

Re:

(State Ad & Award)
Award of Project

Attn:
Assistant Secretary, Highways and Local Programs

Gentlemen:

The Board of County Commissioners of _____ County gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ _____ the county agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

_____
Chairman

_____
Date

| | |
|---|---|
| **Preliminary Estimate Dated:** | January 13, 1994 |
| **Title:** | North Ridge Road |
| **Highway:** | Laramie County Road |
| **Type of Work:** | Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking. |
| **Project:** | STPUL-6969(007) |
| **County:** | Laramie |
| **Total Length:** | Length of Project |

**Estimate Cost Data:**

| | |
|---|---|
| Contract Total | 391,507.50 |
| Engineering 15% | 58,726.13 |
| **Total Cost of Project:** | 450,233.63 |

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | Lump Sum | $ 20,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | Lump Sum | 1,400.00 |
| 3 | Roadway Excavation Including Haul | $m^3$ | $ 2.00 | 780.0 | 1,560.00 |
| 4 | Embankment Compaction | $m^3$ | 1.00 | 413.0 | 413.00 |
| 5 | Adjust Manhole | Each | 300.00 | 12.0 | 3,600.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 24.0 | 2,400.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 28,870.0 | 86,610.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 6,500.0 | 32,500.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 10.0 | 2,000.00 |
| 10 | Cement Contract Driveway 14 Day | $m^2$ | 16.00 | 289.0 | 4,624.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Tonne | 15.00 | 10,283.0 | 154,245.00 |
| 12 | Topsoil Type B | $m^3$ | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 13,073.0 | 45,755.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 19.5 | 3,900.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 2.1 | 840.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 6,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 600.0 | 7,200.00 |
| 18 | Reconstruct Wooden Fence | Lin. m | 8.00 | 2,000.0 | 16,000.00 |
| | Contract Total | | | | $ 391,507.50 |

Laramie County Road
North Ridge Road

**Total Preliminary Estimate**
**Groups 1 and 2**

1/13/94

Project STPUL-6969(007) Group No. 1
Federal Participation

Description: Two 3.6 m lanes from Sta. 8+658.50 to Sta. 8+954.92
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 9 kilometers

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | | $15,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 1,000.00 |
| 3 | Roadway Excavation Including Haul | $m^3$ | $ 2.00 | 590.0 | 1,180.00 |
| 4 | Embankment Compaction | $m^3$ | 1.00 | 313.0 | 313.00 |
| 5 | Adjust Manhole | Each | 300.00 | 9.0 | 2,700.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 18.0 | 1,800.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 21,660.0 | 64,980.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 4,900.0 | 24,500.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 7.0 | 1,400.00 |
| 10 | Cement Contract Driveway 14 Day | $m^2$ | 16.00 | 209.0 | 3,344.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Tonne | 15.00 | 7,773.0 | 116,595.00 |
| 12 | Topsoil Type B | $m^3$ | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 10,409.0 | 36,431.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 14.8 | 2,960.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 1.6 | 640.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 5,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 500.0 | 6,000.00 |
| 18 | Reconstruct Wooden Fence | Lin. m | 8.00 | 2,000.0 | 16,000.00 |

| | |
|---|---|
| Group Subtotal | $ 302,303.50 |
| Engineering 15 Percent | 45,345.53 |
| Group 1 F.A. Total | $ 347,649.03 |

Laramie County Road
North Ridge Road

**Group 1 Estimate**

1/13/94

Project STPUL-6969(007)

Group No. 2
Local Funds Only

Description: Two 3.6 m lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 3 kilometers

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | | $ 5,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 400.00 |
| 3 | Roadway Excavation Including Haul | $m^3$ | $ 2.00 | 190.0 | 380.00 |
| 4 | Embankment Compaction | $m^3$ | 1.00 | 100.0 | 100.00 |
| 5 | Adjust Manhole | Each | 300.00 | 3.0 | 900.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 6.0 | 600.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 7,210.0 | 21,630.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 1,600.0 | 8,000.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 3.0 | 600.00 |
| 10 | Cement Contract Driveway 14 Day | $m^2$ | 16.00 | 80.0 | 1,280.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Tonne | 15.00 | 2,510.0 | 37,650.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 2,664.0 | 9,324.00 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 4.7 | 940.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 0.5 | 200.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 1,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 100.0 | 1,200.00 |

| | |
|---|---|
| Group Subtotal | $ 89,204.00 |
| Engineering 15 Percent | 13,380.60 |
| Group 2 Local Funds Only Total | $ 102,584.60 |

Laramie County Road
North Ridge Road

**Group 2 Estimate**

# Appendix 44.76 Sample Estimate and Grouping (English)

**Preliminary Estimate Dated:** January 13, 1994

**Title:** North Ridge Road

**Highway:** Laramie County Road

**Type of Work:** Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.

**Project:** STPUL-6969(007)

**County:** Laramie

**Total Length:** Length of Project

**Estimate Cost Data:**

| | |
|---|---|
| Contract Total | 391,507.50 |
| Engineering 15% | 58,726.13 |
| **Total Cost of Project:** | 450,233.63 |

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | Lump Sum | $ 20,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | Lump Sum | 1,400.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | $ 2.00 | 780.0 | 1,560.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 413.0 | 413.00 |
| 5 | Adjust Manhole | Each | 300.00 | 12.0 | 3,600.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 24.0 | 2,400.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 28,870.0 | 86,610.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 6,500.0 | 32,500.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 10.0 | 2,000.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 289.0 | 4,624.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Ton | 15.00 | 10,283.0 | 154,245.00 |
| 12 | Topsoil Type B | Cu. Yd. | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 13,073.0 | 45,755.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 19.5 | 3,900.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 2.1 | 840.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 6,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 600.0 | 7,200.00 |
| 18 | Reconstruct Wooden Fence | Lin. Ft. | 8.00 | 2,000.0 | 16,000.00 |
| | Contract Total | | | | $ 391,507.50 |

Laramie County Road
North Ridge Road

**Total Preliminary Estimate**
**Groups 1 and 2**

1/13/94

Project STPUL-6969(007)

Group No. 1
Federal Participation

Description: Two 12 ft. lanes from Sta. 8+658.50 to Sta. 8+954.92
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 5.614 miles

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | | $15,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 1,000.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | $ 2.00 | 590.0 | 1,180.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 313.0 | 313.00 |
| 5 | Adjust Manhole | Each | 300.00 | 9.0 | 2,700.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 18.0 | 1,800.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 21,660.0 | 64,980.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 4,900.0 | 24,500.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 7.0 | 1,400.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 209.0 | 3,344.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Ton | 15.00 | 7,773.0 | 116,595.00 |
| 12 | Topsoil Type B | Cu Yd. | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 10,409.0 | 36,431.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 14.8 | 2,960.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 1.6 | 640.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 5,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 500.0 | 6,000.00 |
| 18 | Reconstruct Wooden Fence | Lin. Ft. | 8.00 | 2,000.0 | 16,000.00 |
| | Group Subtotal | | | | $ 302,303.50 |
| | Engineering 15 Percent | | | | 45,345.53 |
| | Group 1 F.A. Total | | | | $ 347,649.03 |

Laramie County Road
North Ridge Road

**Group 1 Estimate**

1/13/94

Project STPUL-6969(007)

Group No. 2
Local Funds Only

Description: Two 12 ft. lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 1.900 miles

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump Sum | | | $ 5,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 400.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | $ 2.00 | 190.0 | 380.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 100.0 | 100.00 |
| 5 | Adjust Manhole | Each | 300.00 | 3.0 | 900.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 6.0 | 600.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 7,210.0 | 21,630.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 1,600.0 | 8,000.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 3.0 | 600.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 80.0 | 1,280.00 |
| 11 | Asphalt Concrete Pavement | | | | |
| | Class B Excluding Paving Asphalt | Ton | 15.00 | 2,510.0 | 37,650.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 2,664.0 | 9,324.00 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 4.7 | 940.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 0.5 | 200.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 1,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 100.0 | 1,200.00 |

| | |
|---|---|
| Group Subtotal | $ 89,204.00 |
| Engineering 15 Percent | 13,380.60 |
| Group 2 Local Funds Only Total | $ 102,584.60 |

Laramie County Road
North Ridge Road

**Group 2 Estimate**

Topics for Interagency Coordination

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|---|---|---|---|---|
| Air Pollution | DOE | Air pollution from newly-constructed point source asphalt plant, rock crusher, etc.) | Prior to commencing construction | RCW 70.94.152 |
| Airport-Roadway Clearance | FAA | Airspace intrusion of roadway facility (proposed construction in the vicinity of public use/military airports may require FAA notice) | During design/prior to commencing construction | FHPM 6-1-1-2 FAA Req. p.77 |
| Building Permit | County/City | Construction of any building — value of materials over $500 | Prior to commencing construction | RCW 36.21.080 |
| Coastal Zone Management | DOE | Applicants for federal permit/license are required to certify that the activity will comply with the state's Coastal Zone Management program (Shoreline Management Act) | When applying for permit | CZMA Sec. 307, 16 USC 145, RCW 90-58 |
| Conditional Use Permit | Counties/ Cities, DOE | Development within 61m (200 feet) of water must be consistent with the local Shoreline Master Plan | No permit if consistent | RCW 36.70 |
| Cultural, Archaeological, or Historic Sites (Sec. 106) | OAHP, FHW, ACHPA | Suspected/actual, cultural/archaeological historic properties impacted by project | During preparation of environmental document | RCW 43.51.750, 36 CFR 800, 16 USC 470 Historic, Preservation Act #106 |
| Endangered/ Threatened Species | USFWS/ NMFS | Plant or animal species that are suspected to be or actually are, of endangered or threatened status | During preparation of environmental document | 16 USC 1531-1543 |
| Fish & Wildlife | USFWS, WS, | Depts. of Fisheries and Game | Consultant required when any waters are proposed to be modified or controlled | During preparation of environmental document |
| Floodplains | DOE/ Counties | Any structure/activity which may adversely the flood regime of any stream within the affect flood zone | After/during preparation or environmental document | State-Flood Control Zone Act of 1935 Federal EO 11988 (Floodplain Management) |
| Forest Practices Approval | DNR, (Area Offices) | Public/private land capable of supporting merchantable timber — some activities: road construction, pits, pesticide use, hydraulic permits, shoreline permits, reforestation, etc. | Environmental document phase/prior to commencing construction | WAC 222 |
| Hydraulics Permit | WS Depts. of Fisheries and Game | Projects that will use, divert, obstruct, or change the natural flow or bed of any state waters (culvert work, realignment, bridge replacement, etc.) | During/after preparation of environmental document | RCW 75.20.100 |

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|---|---|---|---|---|
| Prime & Unique Farmland | Soil Conservation Services (USDOA) | Lands impacted are of prime or unique status | During preparation of environmental document | 7 CFR 650 |
| Restricted Hydro-Electric Land | FERC | Utilize land from a FERC Licensed Project | During preparation of environmental document | 18 CFR Part 2,.13 |
| "Section 4(f)" Lands | FHWA, Affected Agency DOI, HUD, and USDOA | Use of park and recreation lands, wildlife and waterfowl refuges, and historic sites of national, state or local significance | During preparation of environmental document Amended 5/19/78), FHPM 7-7-2(20), 23 CFR 138 | 49 USC 1651 (f), DOT Act of 1966 #4 |
| Sewage Facilities | DOE/DSHS/ County | Construction modification of domestic/industrial wastewater facilities (sewer relocation, rest area construction, etc.) **DOE:** greater than 54 900 L/Day (14,500 gpd) surface water discharge, or a mechanical-treatment- process involvement. **DSHS:** 13 200 L/Day (3,500 gpd) to 54 900 L/Day (14,500 gpd) **County**: less than 13 200 L/Day (3,500 gpd) | Prior to commencing construction | RCW 90.48.110 WAC 173.240 |
| Shoreline Management Substantial Development | Counties/ Cities DOE | Shoreline development or construction valued at $1,000 or more, or materially interfering with normal public use of water | During preparation of environmental document | RCW 90.58 |
| Short-Term Modification (Water Quality) | DOE | Short-term activities which may result in temporary reduction of water quality standard, and activities not subject to a waste discharge permit or water quality certification | During design | WAC 173-201-035 (8)(e), WAC 173-201-035 (5)(a), (WAC 173-102-100(2) |
| SM-2 Surface Mine Reclamation | DNR | Mining (pitsites, quarries), 0.8 ha (2 acres) or more/9 091 tonnes (10,000 tons) or more | During preparation of environmental document | WAC 22 — Forest Practices Act |
| Sole Source Aquifer | EPA | Any activity which may affect the aquifer recharge zone | During preparation of environmental document | SDWA P.L. 93-423 |
| State Waste Disposal | DOE | Discharge of waste material from sand and gravel washing, pit dewatering, or cement/asphalt plant discharge into state waters. | During design WAC 173-220 | RCW 90.48.160 |
| Temporary Air Pollution | Local Air Pollution Control Authority/ DOE | Pollutants above allowed levels for temporary periods | Prior to commencing construction | RCW 70.94 |
| Water Pollution Discharge (NPDES) | DOE | Discharge of pollutants into state surface waters | During design | WAC 173-220,FH-PCA #402, 33 USC 1344, RCW 90.48.260 |

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|---|---|---|---|---|
| Water Quality | DOE | Prior to issuance of a federal permit/license for activity which involves discharge into navigable waters, certification of compliance with state water quality standards is necessary | During project development | FHWA #401, RCW 90.48.260, WAC 173-225 |
| Water Rights | DOE | Appropriation of ground water or surface water | Prior to putting water to use | RCW 90.44,RCW 90.03.250 |
| Waters/ Wet-lands (Sec. 404 -Dredge/Fill) | Army Corps of Engineers (Coordination with USFWS) | Discharging, dredging, or placing fill materials within waters of the USA or adjacent wetlands | Early stages of project development | Sec. 404 FWPCA 1972, 33 USC 1344 |
| Waterways (Sec. 10) | Army Corps of Engineers Coordination with USFWS) | Obstruction alteration, or improvement of any navigable water (rechanneling, piers, wharfs, dolphins, bulkheads, buoys, etc.) | Early stages of projects development | Rivers and Harbors Act of 1899, 33 33 USC 401 #10 |
| Waterways (Sec. 9) | Coast Guard (Coordination with USFWS) | Bridges and causeways in navigable waters, including all tidal-influenced streams | After design | Rivers and Harbors Act o of 1899,33 USC #9 |
| Wetlands | USFWS or NMFS | Impact to lowlands covered with shallow and sometimes tempo-rary/intermittent waters (swamps, marches, bogs, sloughs, potholes, etc.) | During preparation of environmental document | 49 USC 1651 ,EO 11990 (Protection of Wetlands) |
| Wild & Scenic Rivers | USFS/NPS | Impacts to rivers or streams in or having potential for designation in the National Wild and Scenic River System | During preparation of environmental document | |

LEGEND:

ACHP — Advisory Council on Historic Preservation
CFR — Code of Federal Regulations
CZMA — Coastal Zone Management Act
DNR — Department of Natural Resources (state)
DOE — Department of Ecology (state)
DOI — U.S. Department of Interior
DOT — U.S. Department of Transportation
EO — Executive Order
EPA — Environmental Protection Agency (federal)
FAA — Federal Aviation Administration (DOT)
FERC — Federal Energy Regulatory Commission
FHWA — Federal Highway Administration (dot)
FWCA — Fish And Wildlife Coordination Act
FWPCA — Federal Water Pollution Control Act
FHPM — Federal Highway Program Manual
NMFS — National Marine Fisheries Service (Department of Commerce)
NPDES — National Pollutant Discharge Elimination System
NPS — National Park Service (DOI)
OAHP — Office of Archaeology And Historic Preservation (state)
RCW — Revised Code of Washington
SDWA — Safe Drinking Water Act
USC — United States Code
USDOA — U.S. Department of Agriculture
USFS — U.S. Forest Service (usdoa)
WAC — Washington Administrative Code
WS — Washington State

Washington State Department of Transportation

# Local Agency Plans Preparation Checklist

| Rd/St. No./Name | Project No. | P.I.N. | P.E. / Design Eng. | F. A. No. (s) or Local Agency |
|---|---|---|---|---|
| | | | | |

| Job Title | Program |
|---|---|
| | |

| Prepared By | Phone Number | District Reviewer | Phone Number |
|---|---|---|---|
| | | | |

**X** Items Required On This Project **IN** Initial When Complete

| Permits & Approvals | N/A | X | IN |
|---|---|---|---|
| Army Corp Of Eng. (Sec. 10 Or Sec. 404) | | | |
| FAA Airport/Highway Clearance | | | |
| FERC Restricted Hydro-electric Land | | | |
| USFWS Wetlands Report | | | |
| USFWS/NMFS Endangered/threatened Species | | X | |
| Soil Conservation Service Prim & Unique Farmlands | | | |
| Nat/l Forest Restriction | | | |
| Park Restriction (4 (f)) | | | |
| OAHP Historic/Archaeological (Sec. 106) | | X | |
| Epa Sole Source Aquifer | | | |
| Dept's Of Fish And Wildlife HPA | | | |
| DOE Water Quality Cert. | | | |
| DOE/Counties Flood Plains | | | |
| DOE Coastal Zone Management Act | | | |
| DOE Discharge of Pollutants into Surface Water (NPDES) | | | |
| DOE State Waste Disposal | | | |
| DOE Short Term Mod. | | | |
| DOE Water Right Approp. | | | |
| DOE Water Pollution Control Plan | | | |
| Counties/Cities DOE Shoreline Management Substantial Development | | | |
| Counties Cities DOE Conditional Use | | | |
| EIS Commitments | | | |
| NEPA (All Federal Aid Projects | | | |
| SEPA | | X | |
| | | | |

| Railroads | N/A | X | IN |
|---|---|---|---|
| Railway Easement (Checked For Stipulations) | | | |
| Railway Construction Agreement | | | |
| Railroad Insurance | | | |
| Flagging Cost Estimate | | | |
| | | | |

| Cities | N/A | X | IN |
|---|---|---|---|
| Approval Of City Streets As Detours (Agreement) | | | |
| City Participation In Cost (Agreement) | | | |
| City Streets Used As Haul Roads (Agreement) | | | |
| Construction Permits | | | |
| Turnback Agreement | | | |
| | | | |

| Couny | N/A | X | IN |
|---|---|---|---|
| Approval Of County Roads As Detours (Agreement) | | | |
| County Participation In Cost (Agreement) | | | |
| County Roads Used As Haul Roads (Agreement) | | | |
| Construction Permits | | | |
| Turnback Agreement | | | |
| | | | |

| Compare Previous Approvals | N/A | X | IN |
|---|---|---|---|
| Detours | | | |
| Approved Recl. Plan For Pit Site | | | |
| Approval For Tied Bids | | | |
| Approval Not To Use Bridge Approach Slab | | | |
| | | | |

| Hydraulics | N/A | X | IN |
|---|---|---|---|
| Pipe Alternates | | | |
| | | | |

| Materials | N/A | X | IN |
|---|---|---|---|
| Sufficient Quantity In Pit Site | | | |
| Spec. Conditions - Wet Soil, Unsuitable, Etc. | | | |
| Spec. Treat. For Exist. Pave. | | | |
| Ret. Wall Data Sheet For Rock Walls Over 5' And All Other Walls Over 10' | | | |
| pH And Soil Resistively Values For Pipe Alternates | | | |
| | | | |

| Plans - General | N/A | X | IN |
|---|---|---|---|
| Township, Range, Subdivision, North Arrow, Scale Bar Each Sheet | | X | |
| State Boundary, County Line, Corporate Limit | | | |
| Reservation, Park Or Forest Boundary | | | |
| Project Limits Noted | | X | |
| Construction Limits Noted | | | |
| Federal Aid Sections Noted | | | |
| Ultimate Const. Detailed (FA Jobs) | | | |
| Note "Bridges Included" Or "Bridges Not Included | | | |
| Equations Noted | | | |
| Contract Recl. Plan Included | | | |
| Index To Plans (More Than 30 Sheets) | | | |
| Sheets Numbered (In Pencil Or Use Ref. No. For Large Projects) | | X | |
| Project Title Block Left Blank | | X | |
| Sheets Identified In Lower Left Corner | | X | |

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| Job Title | Project No. |
|---|---|
| | |

**X** Items Required On This Project **IN** Initial When Complete

| Plans - General (continued) | N/A | X | IN |
|---|---|---|---|
| Sheet Titles In Ink In Lower Right Title Block | | X | |
| Local Agencies & St. Aid Seals & Signatures | | | |
| Consultant Signatures & Seals | | | |
| Consultant Written Consent To Revised Plan | | | |
| All Plan Sheets In Proper Order | | X | |
| Connect. To Existing Streets, Driveways, Etc. (Field Rev.) | | | |
| No Combination Of Ink And Pencil On Same Sheet | | X | |
| Plan Symbols In Accord. Chapter 5 - Legend | | X | |
| Min. Lettering Height 1/8* On Full Size Sheet | | X | |
| | | | |

| Vicinity Map | N/A | X | IN |
|---|---|---|---|
| Reasonable Scale To Show The Project | | X | |
| Project Limits By Milepost And Stationing | | X | |
| Constructions Limits By Milepost And Stationing | | | |
| Equations And Exceptions | | | |
| Distance To Towns-rural Projects Only | | | |
| Pit, Waste, And Stockpile Sites And Haul Roads | | | |
| Detour Routes | | | |
| Railroad Lines-IMPORTANT To Show Any In Area | | | |
| If Staged Project, Show Staging For Future FA Funding | | | |
| Show Bridge No. | | | |
| | | | |

| Summary of Quantities | N/A | X | IN |
|---|---|---|---|
| All Necessary Groups Per Chapter 3 | | X | |
| Separate Groups For Agreement Work | | | |
| Review For Order, Nomenclature And Standard Number | | X | |
| Look For Unusual And Non-Stand Items - These Need Sp. Provs. | | X | |
| Used Std, Tem No. For Std. Item | | X | |
| All Items Tabulated | | X | |
| Check Quantities From Plans | | X | |
| Q.A. Items | | | |
| | | | |

| Roadway Sections | N/A | X | IN |
|---|---|---|---|
| Mainline | | | |
| Ramps | | | |
| Frontage Roads | | | |
| City/county Roads At Intersections | | | |
| Road Approaches | | | |
| Detours | | | |
| Trails | | | |
| Bridge Approach Slab | | | |
| Bridge | | | |

| Roadway Sections | N/A | X | IN |
|---|---|---|---|
| Label Sections | | | |
| Sta Limits For Each Sec-Entire Length Of Each Roadway Must Be Covered | | | |
| Check For Overlap And Gaps In Stationing | | | |
| Show Future On F.A. Projects For Future FA Funding | | | |
| Conformance With Soils Report | | | |
| Conformance With Design Report | | | |
| Guardrail Widening Details | | | |
| Shoulder Dressing Details | | | |
| Slope Rounding Details | | | |
| Broken Back Subgrade Shoulder Detail | | | |
| Acp Planing Detail | | | |
| Table For Variable Slopes | | | |
| Legend All Sheets | | | |
| Reference Notes | | | |
| Note Equations And Exception | | | |
| Lift Thickness For ACP And Surfacing (COmpacted Depth) | | | |
| No "Min." Or "Max." For Surf. And Paving Depth Or Slopes | | | |
| | | | |

| Alignment, R/W, Grading & Existing Features Plan | N/A | X | IN |
|---|---|---|---|
| Curve Data, Super Elevation Rates | | | |
| Slow Cut And Fill Catch Line | | | |
| Monumentation - Protect Existing, Install New | | | |
| Legend Or Reference Note On All Sheet | | | |
| Alignment Plan Must Show R/W Centerline (Including R/W Curve Data) And Const. Centerline With Ties If Different | | | |
| R/W And L/A Must Agree With Approved R/W & L/A Plan | | | |
| Show RR Alignment And RR R/W | | | |
| Are Easements And/Or Permits Required | | | |
| Show Site Prep. And Demolition Work | | | |
| All Items To Be Removed Shown | | | |
| Show Fencing | | | |
| Show Guardrail (Or Paving Plan) | | | |
| | | | |

| Quantity Tabulations | N/A | X | IN |
|---|---|---|---|
| Same Order And Nomenclature As On Summary Of Quantities | | | |
| Items Required On Q-tab Per Chapter 3 | | | |
| Round Off Quantities Per Chapter 3 | | | |
| Correct Totals (Sheet And Project) | | | |
| Transfer Project Totals To Summary Of Quantities | | | |
| Guide Post Color And Reflector Type Indicated | | | |
| T-2 Raised Pave. Mark. Color Indicated | | | |

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| Job Title | Project No. |
|---|---|
| | |

**X** Items Required On This Project **IN** Initial When Complete

| Quantity Tabulations (continued) | N/A | X | IN |
|---|---|---|---|
| Traffic Arrow Type Indicated | | | |
| Agreement Items Denoted | | | |
| Plan Sheet Reference Number Filled In | | | |
| Stations Agree With Plans | | | |
| Guardrail Placement Case | | | |
| Radius And G. R. Length For Non-Std. Bends | | | |
| Design "F" Guardrail Terminal Approval By Bridge | | | |
| Leave Every 5th Item Column And Station Line Blank | | | |
| Appropriate Special Provision Referred To In General Notes | | | |
| | | | |

| Profiles | N/A | X | IN |
|---|---|---|---|
| Mainline | | | |
| Ramps | | | |
| Frontage Roads | | | |
| Detours | | | |
| Trails | | | |
| Show Equations And Exceptions | | | |
| Plan/profile Sheets, Stationing Must Be Identical | | | |
| Coordinate With Roadway Sections And Plans | | | |
| Show Bridges ("Included" Or "Not Included") | | | |
| Show Quantities Per Chapter 3 (10 Sta. Totals) | | | |
| Round Off Quantities Per Chapter 3 | | | |
| Correct Totals To Summary Of Quantities | | | |
| Show Unsuite. Exc. Limits And Excavation Slopes | | | |
| Superelevation Diagrams, Match Rates As Shown On Alignment Plan | | | |
| Datum Symbol And Bench Mark Location | | | |
| Show Road Approach Arrow & Indicate Lt. & Rt. | | | |
| | | | |

| Structure Notes | N/A | X | IN |
|---|---|---|---|
| Order And Nomenclature Of Item As Shown On Summary Of Quantities | | | |
| Round Off Quantities Per Chapter 3 | | | |
| Correct Totals (Sheet & Project) | | | |
| Transfer Project Totals To Summary Of Quantities | | | |
| Consistency Between Structure Notes, Plans Profiles, And Spec's | | | |
| Agreement Items Noted | | | |
| Steel., Alum., And Conc. Pipe Alter. Provided | | | |
| Alternate Treat. For Steel And Alum. Pipe | | | |
| Maximum Height Of Cover Column On Structure Notes In Pencil, Or Separate Level In Cad Files | | | |
| Note Beveled End Sections | | | |
| Leave Every 5th Item Column Blank | | | |

| Structure Notes (continued) | N/A | X | IN |
|---|---|---|---|
| Appropriate Special Provision Referred To In General Notes | | | |
| Leave Several Station Lines Blank Between Ref. Sheet Nos. | | | |
| Box Culvert Quantities | | | |
| | | | |
| | | | |

| Drainage Plans and Profiles | N/A | X | IN |
|---|---|---|---|
| Legend Or Reference Note On All Sheets | | | |
| Need Profiles For Major Culverts And Sewer Systems | | | |
| Conformance With Hydraulics Report | | | |
| Pipes Over 30" Dia. Need Design Review By Hydraulics | | | |
| Details Required For Work Not Covered By Standard Plans | | | |
| Show Distance Between Structures (ie.℄ C.B. to ℄ C.B.) | | | |
| | | | |

| Utility Relocations | N/A | X | IN |
|---|---|---|---|
| Existing Utilities Must Be Shown In Plan | | | |
| Reloc. Costs - Reflect In Below-The-Line Costs | | | |
| Timing Of Work-Address In Provision | | | |
| Details | | | |
| | | | |

| Channelization and Paving Plan | N/A | X | IN |
|---|---|---|---|
| Paving Plan And Road. Sect. Must Agree | | | |
| Legend Or Reference Note On All Sheets | | | |
| Show Paving Plan For I/C And Intersections | | | |
| Channelization Detail | | | |
| Show Guide Posts Especially I/C And Intersections<br>Show Pave. Marking (Optional) | | | |
| | | | |

| Miscellaneous Details | N/A | X | IN |
|---|---|---|---|
| Required For Work Not Covered By Standard Plan | | | |
| | | | |

| Illumination Plans, Schedules and Details | N/A | X | IN |
|---|---|---|---|
| Legend Or Reference Notes On All Sheets | | | |
| Conflicts With Existing Features, i.e., Utilities, Drainage, & Sidewalks | | | |
| All Work Within R/W Or Construction Permit Area | | | |
| | | | |

| Signal Plans, Schedules and Details | N/A | X | IN |
|---|---|---|---|
| Legend Or Reference Note On All Sheets | | | |
| Conflicts With Existing Features | | | |
| Traffic Signal Approval/Permit No. | | | |
| All Work Within R/W Or Construction Permit Areas | | | |
| | | | |

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| Job Title | Project No. |
|---|---|
| | |

**X** Items Required On This Project **IN** Initial When Complete

| Signing Plans and Sign Specifications | N/A | X | IN |
|---|---|---|---|
| Legend Or Reference Note On All Sheets | | | |
| Separate Set Of Plan Sheets For Construction Signing | | | |
| Separate Plan Sheet Specification For Sign Removal/Relocation | | | |
| | | | |

| Landscape | N/A | X | IN |
|---|---|---|---|
| Contour Grading Plan | | | |
| Planting Detail | | | |
| Approval From District Landscape | | | |
| Approval From Hq Landscape | | | |
| Wildflower Policy (Federal Aid Project) | | | |
| | | | |

| Rest Areas | N/A | X | IN |
|---|---|---|---|
| | | | |
| | | | |

| Viewpoints | N/A | X | IN |
|---|---|---|---|
| | | | |
| | | | |

| Minor Structures (Ret. Wall) | N/A | X | IN |
|---|---|---|---|
| Quantities tabulated | | | |
| | | | |

| Building Plans, Schedules and Details | N/A | X | IN |
|---|---|---|---|
| Any Building Being Constructed Will Require A Building Permit | | | |
| | | | |
| | | | |
| | | | |

| Bridge Plan | N/A | X | IN |
|---|---|---|---|
| Match Of Wingwalls To Walls On District PS&E | | | |
| Items To Be Included On District Plans | | | |
| Gravel Backfill | | | |
| Drainage | | | |
| Barrier | | | |
| Approach Slabs | | | |
| Slope Protection | | | |
| Conduit Runs | | | |
| Aesthetic Appearance Of Bridge Connection To Barrier Or Guardrail | | | |
| Log Of Test Boring Prepared | | | |
| Profile, Alignment, And Station Match District PS&E | | | |
| | | | |

| Traffic Control Plans | N/A | X | IN |
|---|---|---|---|
| Project Specific Traffic Control Plans | | | |
| Detour Plan If Needed - May Require Agreements Thru State Aid | | | |
| Detour Sign Details | | | |

**Traffic Control Plans (continued)**

**Bid Items Required For:**

| N/A | X | IN | | N/A | X | IN | |
|---|---|---|---|---|---|---|---|
| | | | Change Mess Sign | | | | Sign Cover |
| | | | Chann. Devices | | | | Temp. Conc. Barr |
| | | | Const. Sign Class A | | | | Temp. Illum. Sys. |
| | | | Contr. Furn. Const. Sign | | | | Temp. Impact Atten. |
| | | | Contr. Piolt. Traff. Control | | | | Temp. Inert. Barr. Config |
| | | | Deline. Light | | | | Temp. Pave. Mark. |
| | | | Emerg. Traff. Control | | | | Temp. Pave. Mark. |
| | | | Rem. Temp. Pave. Mark | | | | Temp. Sig. Sys. |
| | | | Reset. Conc. Barr. | | | | Traff. Control Labor |
| | | | Reset. Deline. Light | | | | Traff. Control Super. |
| | | | Reset Temp. Imp. Atten. | | | | Traff. Control Vehicle |
| | | | Reset Temp. Inert. Barr | | | | Traff. Safe. Drum |
| | | | Sequent. Arrow Sign | | | | Type Iii Barr. |

| Traffic Control Plans | N/A | X | IN |
|---|---|---|---|
| Reasonable Quantities For Traffic Control Items - Send To Constr. Proj. Engr.'s For Approval | | | |
| | | | |

| Special Provisions | N/A | X | IN |
|---|---|---|---|
| Notice To All Planholders | | | |
| Table Of Contents - Computer Generated | | | |
| Amendments And GSP's Arranged In Proper Order | | | |
| All Special Provisions Entered Into Computer (WORD) | | | |
| Appendix Prepared (Good Reporducible Copy) | | | |
| Special Provisions For All Non-Standard Items<br>Standard Items Table Is A Guide To What Items Need Specials: Need A Special Provision For Each Item That Appears On The Summary Of Quantities That Is Not Covered In Standard Specifications | | | |
| Sales Tax Checked, Appropriate GSP Used | | | |
| Special Provision For Agree, Stipulation | | | |
| Check Amendments And GSP's Against Up-to-date Index List | | | |
| Any Fed. Money In A Proj. Requires All Fed Provision Per GSP Index | | | |
| Prevention Of Environmental Pollution And Preservation Of Public Natural Resources (HB 621)<br>Environmental Regulations - Verify Correct For Location | | | |
| Obtain Copy Of Any New Ordinance And Get It Added To GSP's | | | |
| Archeological, Paleontological | | | |
| Wildlife, Fisheries And Pollution Regulations | | | |
| Additonal Requirements Requested By F & W Etc., (From HPA, WPCP) | | | |
| Expiration Date Of Permit And Work "WIndows' | | | |
| Trainees - Determined In Headquarters | | | |
| MBE Goal - Determined In Headquarters | | | |
| RR Provisions | | | |
| Compare To Local Map To Find RR Lines | | | |

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| Job Title | Project No. |
|---|---|
| | |

**X** Items Required On This Project **IN** Initial When Complete

| Special Provisions (continued) | N/A | X | IN |
|---|---|---|---|
| Include RR GSP And Mention In Transmittal Letter | | | |
| Forest Practices Permit: Merchantable Timber 5,000 Or More Board Feet (One Logging Truckload) Use GSP | | | |
| Traffic | | | |
| Work Period Specs | | | |
| Lane Closure Hours With Appropriate Liquid. Damages | | | |
| Constructions Impact Specs. | | | |
| METRO Notification Paragraph | | | |
| Time For Completion (Be Very Careful To Select Correct GSP For Intended Purpose) | | | |
| Signal Jobs With State Furnished Equipment Have A Unique Provision | | | |
| Clearing And Grubbing Including Disposal Of Debris Per Chapter 3 Removal Of Structures And Obstructions Per GSP Instructions | | | |
| Anticipated Quantities Must Be Listed | | | |
| Salvaged Items (Verify With Maint.) | | | |
| Disposal Of Material (State Waste Site May Require Haul Road Agreements) | | | |
| Roadside Seeding Including Fertilizer Application | | | |
| Correct Seeding Specification | | | |
| Provide For 2nd App. Of Fertilizer After Contract Comp. - Not All Jobs | | | |
| Pay Item Must Match Summ. Quant. | | | |
| Verify Ref. To Std. Spec. And Std. Plans | | | |
| Correct Seeding Specification | | | |
| Provide For 2nd. App. Of Fertilizer After Contract Comp. - Not All Jobs | | | |
| Pay Item must Match Summ. Quant. | | | |
| Verify Ref. To Std. Spec. And Std. Plan | | | |
| | | | |

| Estimate | N/A | X | IN |
|---|---|---|---|
| Estimate Entered In BASS | | | |
| If Estimate Exceeds Budget Inform Prog. Man. & Proj. Dev. Calc. Of Lump Sum Items | | | |
| Compare Against Recent Bid History (Price Check) | | | |
| Group Description To Match Appendix 3-13 | | | |
| Extra Construction State Forces Listed | | | |
| Extra Construction Agreement Listed | | | |
| Agreement Costs Included | | | |
| Below-The-Line Costs For R.R. Flagging (Amount Over $5000) | | | |
| Pit Amortization | | | |
| Royalties | | | |
| Calc. For Paths and Trails | | | |
| | | | |
| | | | |

| Miscellaneous | N/A | X | IN |
|---|---|---|---|
| Justification For Proprietary Items (F.A. Proj.) | | | |
| Justification For State Furnished Material Including Pit Site And Stockpile Material (F.A. Proj.) | | | |
| Justification For Mandatory Use Of Disposal Site (F.A. Proj.) | | | |
| Justification For Local Agency Work (All Proj.) | | | |
| Justification for Non-Standard Items | | | |
| Justification For No Pipe Alternates | | | |
| Data For Liquidated Damages From Traffic Data Office | | | |
| Data For Incent./Disincent. From Traffic Data Office | | | |
| Review In Field For Utility Agree. Needs | | | |
| Utility Agreements Work Included | | | |
| Haul Road Agreement Checked | | | |
| Review Items In Clear Zone Inventory For Removal | | | |
| Is Stur. Exc. Cl. B And Stru. Exc. Cl. B Incl. Haul Being Used Correctly | | | |
| Use The Item "Anti-Stripping Additive" For Over 200 Tons Of ACP | | | |
| | | | |
| | | | |
|

# Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 Electronic Version – March 10, 1994


I. General 1

II. Nondiscrimination 2

III. Nonsegregated Facilities 6

IV. Payment of Predetermined Minimum Wage 7

V. Statements and Payrolls 12

VI. Record of Materials, Supplies, and Labor 14

VII. Subletting or Assigning the Contract 14

VIII. Safety: Accident Prevention 15

IX. False Statements Concerning Highway Projects 16

X. Implementation of Clean Air Act and Federal Water Pollution Control Act 17

XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion 17

XII. Certification Regarding Use of Contract Funds for Lobbying 21


## Attachments


A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only) 23


I. **GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

    a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

    b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

    c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

    d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

    e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

    a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

    b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have

the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful

minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

## III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color,

religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

## IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records

accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Appre ntices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate)

specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Train ees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Help ers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the

labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

    1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

    2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

    3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

   (Applicable to all Federal-aid contracts - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

    a. 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.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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

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

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

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

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

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

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

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

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

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

Under Section IV, Paragraph 4c is deleted.

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

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

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

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

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

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

Section **I, General**, is supplemented with the following:

7. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

> "(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
>
> (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

The Contractor shall include the following provision in all contracts, subcontracts, and other contracts for services for an ARRA funded project:

> "Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General."
>
> "Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general."

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

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

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

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

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

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

Under Section IV, the applicability statement is supplemented with the following:

> (Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

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

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

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

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

Under Section IV, Paragraph 4c is deleted.

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

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

Under Section V, the applicability statement is supplemented with the following:

> (Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

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

Under Section V, Paragraph 2b, the first sentence is revised to read:

> "The payroll records shall contain the name and an individually identifying number (e.g., the last four digits of the employees social security number) for each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Payrolls shall not include the full social security number and home address of covered workers. Contractors and subcontractors shall maintain the full social security number and home address of each covered worker and shall provide them to the SHA upon request."

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

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

This chapter is used by local agencies wanting the Washington State Department of Transportation (WSDOT) to advertise and award their Federal Highway Administration (FHWA) construction contracts. For these agencies, Chapter 51, WSDOT Administered Projects, will also apply.

## 45.1 General Discussion

The documents that the local agency must submit to WSDOT in order to have a project advertised and awarded by the state are listed in Chapter 51, which describes the procedures for advertising and awarding a construction contract when WSDOT is the awarding authority.

WSDOT will administer the project either in accordance with WSDOT's *Construction Manual* or WSDOT's *LAG Manual.*

## 45.2 Submittals

When WSDOT is to advertise and award a construction contract on an FHWA project, the local agency will prepare and submit the following documents to WSDOT. (Additional details on the content and format of these documents are found in Chapter 44, Plans, Specifications, and Estimates, and in the WSDOT *Construction Manual*.)

**.21 Contract Plans, Specifications, and Estimates (PS&E).** The originals and one copy of these shall be submitted to the Region Local Programs Engineer. Review of the PS&E and bridge plans by WSDOT must be scheduled well in advance of the advertising date of the project. WSDOT review time on complex projects varies between 12 to 18 weeks depending on the type of project. Contact the Region Local Programs Engineer to coordinate the submittal time of the PS&E and bridge plans and for an advance estimate of the time and cost for the reviews.

**.22 Local Agency Letter of Financial Responsibility.** See Chapter 44, Plans, Specifications, and Estimates, and Appendix 44.74.

## 45.3 Procedures

**.31 Advertising and Award.** The following process will be used for reviewing contract documents, advertising for bids, evaluating bids, and awarding a construction contract.

a. The local agency prepares the PS&E package and submits it to the Region Local Programs Engineer.

b. WSDOT will review and concur with the PS&E.

c. A WSDOT Project Engineer is assigned to administer the project construction (see Chapter 51).

d. After WSDOT's review and concurrence, an advertising date is set. WSDOT sends out office copies of the PS&E to the local agency and other offices within WSDOT for their final review prior to advertising.

e. WSDOT advertises the project for at least three weeks.

f. On the date established in the bid advertisement, WSDOT opens and reads the bids received.

g. WSDOT tabulates and evaluates the bids. consults with the local agency prior to the project award.

   If the lowest responsible bid does not exceed the engineer's contract estimate by more than 10 percent, the region awards the contract.

   If the lowest responsible bid exceeds the engineer's estimate by more than 10 percent, WSDOT shall submit a copy of the bid, a tabulation of all bids, justification to accept or reject the bid, and any other related documents to the local agency for approval or disapproval.

h. If approval is made by the local agency, the region will award and execute the contract to the lowest responsible bidder.

i. The Local Agency Agreement must be supplemented if any overrun or underrun occurs beyond the authorized amount. See Section 22.3

j. WSDOT administers the project in accordance with department policy. (Note: Before award, the Local Agency Agreement must be supplemented when the contract amount is greater than the authorized amount.)

k. WSDOT bills the agency in accordance with the terms of the Local Agency Agreement.

This chapter is used by local agencies operating under Certification Acceptance (Chapter 13) and choosing to advertise and award construction contracts themselves. Chapter 52, Local Administered Projects, will also apply to these agencies.

Local agencies wanting to have the Washington State Department of Transportation (WSDOT) to administer their construction contracts should refer to Chapter 51, WSDOT Administered Projects.

## 46.1 General Discussion

Local agencies may let contracts for their projects provided that the following conditions are met:

**.11** The local agency uses the advertising and award procedures outlined in this section to advertise for bids, select the lowest responsible bidder, and award the contract.

**.12** A Local Agency Agreement between the state and local agency is in effect setting forth the conditions under which the project will be constructed.

**.13** The local agency is participating in the cost of the project or has other special interests in it.

**.14** The local agency is certified for project administration in accordance with Chapter 13, Becoming Certified to Administer FHWA Projects.

No project can be advertised until the following has been completed:

- PS & E approved
- The environmental document is approved.
- The project's right of way has been certified.
- Project Disadvantaged Business Enterprise (DBE) and Training goals have been established.
- Construction funds have authorized Highways and Local Programs (H&LP).
- A contract number has been obtained from the Region Local Programs Engineer.

## 46.2 Procedures

**.21 Funding.** A Local Agency Agreement and construction funds must be authorized by the H&LP before a contract is advertised.

**.22 Bidding Procedures**. The local agency is prohibited from establishing any procedures or requirements for qualification or licensing of contractors, which prevents the submission of bids or prohibits consideration of bids

submitted by any responsible contractor, whether resident or nonresident of the state, except as outlined below.

The prequalification of prospective bidders is the responsibility of the local agency. WSDOT will not prequalify prospective bidders for local agency projects. A local agency may at its option use the WSDOT prequalification procedure specified in the WSDOT Standard Specifications. When an agency does not prequalify prospective bidders, they should afford 10 days after notification for the low bidder to provide evidence of capability to perform the work. The evaluation of capability should include consideration of experience, personnel, equipment, financial resources, and performance record; the information should be sufficient to enable the bidder to obtain the required qualification rating prior to the contract award.

Qualification must, as a minimum, consist of bonding capability as required by state law and compliance with licensing requirements of state law. The local agency may include additional requirements.

When the DBE participation goal is included in the contract provisions, meeting the goal is part of the bidding requirements, as explained in Chapter 26, Disadvantaged Business Enterprises, and Chapter 44, Plans, Specifications, and Estimates.

For all FHWA projects, bidding opportunities, on a nondiscriminatory basis, shall be afforded to all qualified bidders regardless of state boundaries, race, sex, color, or national origin.

No bidder shall be disqualified or prevented from competitive bidding by restricting the purchase of a surety bond or insurance policy from any surety or insurer outside the state and authorized to do business with the state.

**.23 Preparation of the Project Proposal.** See WSDOT Standard Specification 1.02.6.

**.24 Advertising of the Project.** FHWA projects previously approved should be advertised for a three-week period prior to opening of bids. The contract advertisement period shall be as follows: Projects shall be advertised in the local agency's official legal publication at least twice, 20 calendar days prior to the last date upon which the bids will be received. The agency will award and execute the contract to the lowest responsive bidder unless the agency decides that all bids are to be rejected. Projects must be advertised a minimum of 2 weeks. Advertisement period less than 3 weeks must be properly documented in the project file. Examples of shorter advertising periods are as follows:

- Emergency correction of roadways or bridges.
- To meet the conditions of an environmental permit.

- To meet the conditions of a Bureau of Reclamation Permit (Irrigation Canal).

The project will be advertised in the official legal publication for the agency and, if necessary, other newspapers to provide the widest possible coverage commensurate with the size of the project. Affidavits of publication must be in the project file.

The local agency will comply with the standard USDOT Title VI Assurances by inclusion of the following language in the solicitations for bids:

> "The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award."

Should an addendum be necessary during the advertising period to correct or add something to the bid or plan data, such addenda shall be approved by the CA local agency prior to transmittal to all the plan holders. Each bidder shall present with their bid written notice of their receipt of each addendum received.

**.25 Bid Opening.** All bids received in accordance with the terms of the advertisement shall be publicly opened and announced, either item by item or by total amount.

If any bid received is not read, the name of the bidder and the reason for not reading the bid shall be publicly announced at the bid opening.

Adequate justification for rejecting any bids must be documented by the local agency.

**.26 Evaluation of Bids for Award.** The local agency shall verify that all required bid documents have been properly submitted and executed by all bidders. All bids are then reviewed for accuracy, unbalancing of bid items, etc., and tabulations checked and confirmed. Any corrections to the bid tabulations are made, if necessary, in accordance with the WSDOT Standard Specifications, Section 1-02 and 1-03.

In order for a bid to be considered responsive, a bid deposit of at least 5 percent of the total bid proposal must accompany each bid. In accordance with Section 1 02.7 of the Standard Specifications, the Proposal Bond shall not be conditioned in any way to modify the minimum 5 percent required.

When there is a specified DBE goal for the project, the successful bidder will be selected on the basis of having submitted: (1) the lowest responsive bid which has met the DBE goal; or (2) when the DBE participation is less than the specified goal, responsiveness will be determined on the basis of good faith efforts to attain the goal. For more information on DBE program requirements see chapter 26 of the *LAG Manual.*

The local agency shall prepare a tabulation of bids showing the item details for at least the three lowest acceptable bids.

The local agency shall document the reason(s) for rejecting the low bid and may reject all bids for any reason(s).

Reasons for justifying an unusual award:

- Where the competition is good; or
- Where the project is essential to the public interest (safety, emergency repair, etc.); or
- Where the engineer's estimate is clearly in error to a significant amount; or
- Where advertising again would likely result in higher bids.

If the local agency determines that the lowest bidder is not qualified or deemed non-responsive, it shall document those findings prior to awarding the bid to the next-lowest responsive bidder.

The Local Agency Agreement must be supplemented if any overrun or underrun occurs beyond the authorized amount. See Section 22.3.

One originally signed Supplemental Agreement form must be submitted to the Region Local Programs Engineer. This supplemental agreement form will be retained by WSDOT. It is the responsibility of the local agency to submit an additional supplemental agreement form or copy if they need an executed supplemental agreement for their files.

**.27 Award of Contract.** After bids have been tabulated and evaluated in accordance with the procedures described above, the construction contract may be awarded to the lowest responsive bidder. Projects with DBE goals must have concurrence of the Region Local Programs Engineer prior to award. Failure to obtain LPE approval will jeopardize the project's federal funding. Prior to award, agencies must verify contractor status with the Excluded Parties Listing System (EPLS) at http://www.epls.gov/ to determine if a contractor has been excluded from bidding on a federal-aid contract. The results of that search will be documented to the project file. EPLS is the electronic version of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (Lists), which identifies those parties that have been suspended, debarred, or otherwise excluded from bidding on federal procurement and nonprocurement contracts. Construction contracts awarded to firms listed on the Excluded Parties Listing will not be eligible for federal-aid reimbursement.

After award by the local agency, the contractor must be advised of the award in writing. For an example of an award letter for a contract that has an identified DBE goal, see Appendix 46.42. The second, third, fourth, and fifth paragraphs must be included in the local agency letter. An award letter for contracts without a DBE goal can be similar but would not include the second, third, fourth, and fifth paragraphs.

**.28 Execution of Contract.** Local agencies shall not execute a contract with any contractor who is not registered or licensed in accordance with state laws.

The local agency prepares the necessary documents and forwards them for execution by the successful bidder and the proper officials of the local agency.

A sample of a standard contract agreement is in Appendix 44.63. The Region Local Programs Engineers can furnish these standard forms upon request.

## 46.3 Submittal of Award Data

Before construction begins, the local agency must submit the following information to the Region Local Programs Engineer:

- Tabulation of bids
- Engineer's estimate
- Award letter to the contractor
- Names and addresses of all firms that submit a quote to the successful low bidder
- DBE utilization certification, Form 272-056A (if applicable)

Failure to submit the above listed information, before construction begins, will result in a delay of reimbursement for the billed cost, until the information is received.

## 46.4 Appendices

46.41 Sample Request for Concurrence to Award

46.41a Sample Advertisement

46.42 Sample Condition of Award Letter

46.43 Sample Condition of Award Letter

46.44 Sample Contract Bond

Project Title _____ FHWA Project No. _____

Attached are the following required documents plus any additional information that may be applicable:

_____ Bid proposal from the lowest responsible bidder.

_____ Bid bond.

_____ Noncollusion Plan Certification.

_____ DBE Certification (if required).

_____ Tabulation of Bids.

_____ FHWA cost breakdown showing total project cost, FHWA participation and Local Agency participation.

_____ Additional documents.

_____ _____

Date Local Agency Engineer

_____ _____

Date Approving Authority

**INVITATION TO BID**

**LOCAL AGENCY'S LETTERHEAD**

**DEPARTMENT OF ENGINEERING**

**WASHINGTON**

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

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

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

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

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

The following is applicable to federal aid projects.

> **The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.**

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

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

Date of Award

To: — contractor —

Project Title
FA No.
Contract No.

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

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

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

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

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

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

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

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

2) A list of all firms who submitted a bid or quote in an attempt to participate in this contract whether they were successful or not. Include the following information:

- Correct business name, federal employer identification number (optional), and mailing address.

The contract will be forwarded to you under separate cover. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return these documents within _____ calendar days after the date of award.

Very truly yours,

— local agency —

cc: Region Programs Engineer

Award Date

To: - Contractor -

Project Title
Federal Aid No.
Contract No.

Dear :

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

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

- Correct business name, federal employer identification number (optional), and mailing address of all firms who submitted a bid or quote in an attempt to participate in this contract whether they were successful or not.

The contract will be forwarded to you under separate cover. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return these documents within 20 calendar days after the date of the award.

Sincerely

Local Agency

cc: Region Local Programs Engineer

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the _____
city/county

in the penal sum of Dollars ($ _____ ), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____

day of _____ A.D., 19 _____ , the said _____

Principal, herein, executed a certain contract with the _____
city/county

by the items, conditions and provisions of which contract the said _____ ,

Principal, herein, agree to furnish all material and do certain work, to wit: That _____

_____ will undertake and complete the construction of

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by
undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 19 _____

_____

_____

_____

PRINCIPAL

_____

_____

_____

ATTORNEY-IN-FACT, SURETY

_____

NAME AND ADDRESS LOCAL OFFICE OF AGENT

APPROVED:

_____

CITY/COUNTY

By: _____

APPROVING AUTHORITY

Date: _____, 19 _____

| SURETY BOND NUMBER |
|---|
| |

| CONTRACT NUMBER |
|---|
| |

This chapter is by those local agencies for whom the Washington State Department of Transportation (WSDOT) advertises and awards projects.

## 51.1 General Discussion

WSDOT is responsible for the proper expenditure of Federal Highway Administration (FHWA) funds on local agency projects and will administer all construction activities to ensure compliance with applicable rules and that all documentation is in order.

WSDOT will assign a contract number after the PS&E has been approved and construction funds have been authorized. No FHWA reimbursement for construction can be made until a contract number has been assigned. Reimbursement will follow the method indicated in Chapter 22, The Local Agency Agreement.

Non-NHS projects will be administered in accordance with Chapter 52 of the LAG manual. NHS projects administered by WSDOT will be in accordance with the CA procedures. The Regional Administrator will select one of the following for administration of the project.

1. Assign a WSDOT Project Engineer and WSDOT staff.
2. Assign a WSDOT Project Engineer and a mix of WSDOT staff and local agency staff.
3. Assign a WSDOT Project Engineer and local agency staff.
4. Assign a WSDOT Project Engineer and a WSDOT-selected consultant's engineering staff (when available WSDOT and/or local agency staff will be used to ¬supplement the consultant's staff).

The local agency will appoint a project coordinator to be the contact person for the Project Engineer.

## 51.2 Preconstruction Conference

As soon as practicable after a contract is awarded, the Project Engineer should arrange a conference with the contractor and shall notify the local agency project coordinator and Region Local Programs Engineer of the time and place.

Minutes of the conference should be taken and copies transmitted to the local agency, the contractor, and all other agencies and firms that were invited to the conference.

## 51.3 Changes and Extra Work

The Project Engineer will prepare the change order in accordance with departmental policy and the Interlocal Agreement.

If a change order or the accumulation of change orders will result in the final cost of the project exceeding the amount authorized in the Local Agency Agreement, the local agency must submit a supplement to the Local Agency Agreement in accordance with Chapter 22 of this manual prior to the contractor starting the change order work. The local agency should contact the Region Local Programs Engineer for assistance in preparing the supplement and to determine if FHWA funds are available for the overrun.

This chapter is used for NHS and non-NHS routes by Local Agencies operating under Certification Acceptance (CA) and choosing to administer construction contracts themselves. For information on NHS System, see Appendix 12.70 and 12.71. In the sequence of project development, this follows *Local Agency Guidelines (LAG) Manual,* Chapter 46, Local Advertising and Award Procedures.

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

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

## 52.1 General Discussion

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

Except for this chapter, construction shall be administered and materials inspected, in accordance with the *Construction Manual* M 41-01. For exceptions to the *Construction Manual*, see Appendix 52.108. In case of conflicting guidelines, this chapter governs the *Construction Manual*. Agencies may chose to use their own forms provided the same information is included on the agency forms as is shown on the WSDOT forms used for the same purposes. For an understanding of WSDOT documentation requirements, use Chapter 10 of the *Construction Manual* as a guide.

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

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

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

## 52.2 Preconstruction Conference

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

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

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

## 52.3 Quality Control

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

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

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

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

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

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

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

**.32 Qualified Tester Requirements.** For local agencies the guidelines below apply:

a. **Construction Projects on Non-NHS Highway System.** There is no requirement for qualified testers on the non-NHS highway system. Construction projects that have FHWA funds must follow the requirements contained in *LAG Manual*.

b. **Construction Projects on the NHS Highway System With No FHWA Funds.** There is no requirement for qualified testers on the NHS highway system that do not have FHWA funds in the construction phase.

c. **Construction Projects on the NHS Highway System With FHWA Funds.** Qualified Testers are required for construction projects that on the NHS highway system that have FHWA funds in the construction phase.

Agencies have several options for meeting the qualified tester requirements:

- Contract with WSDOT to perform the required tests.
- Local agency may pursue tester qualification through WSDOT for agency personnel.
- Agencies may also use any AMRL R-18 laboratories qualified to test as defined by AASHTO test methods appropriate to the material. Employees of AMRL R-18 laboratories are considered qualified via the laboratory certification process. WAQTC testers may also work on NHS projects.

HMA Testing – qualification is required for the following test methods:

**AASHTO T168** – Sampling Bituminous Paving Mixtures

**AASHTO T308-ASTM D6307** – Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method (may substitute other AASHTO or ASTM extraction methods). Use of Ignition Method must include furnace correction factor for each mix tested.

**AASHTO T209/ASTM D2041** – Rice Density

**AASTHO T27/T11** – Sieve Analysis of Fine and Coarse Aggregates

**AASHTO T255** – Total Evaporable Moisture Content of Aggregate by Drying

**WAQTC TM6** – Moisture Content of HMA

HMA Density Testing – qualification is required in the following test method:

**WAQTC TM8** – In place density of Bituminous Mixes using the nuclear Moisture-Density Gauge

Concrete testing can be performed by testers qualified by AMRL R-18 qualification in the following test methods:

**AASHTO T23** – Making and Curing Concrete Test Specimens in the Field

**AASHTO T119** – Standard Test Method for Slump of Hydraulic-Cement Concrete

**AASHTO T152** – Air Content of Freshly Mixed Concrete by the Pressure Method

**AASHTO T141/ASTM C172** – Sampling Freshly Mixed Concrete

**AASHTO T309** – Temperature of Freshly Mixed Portland Cement Concrete

Laboratories must meet the AASHTO Standards for Moist Cabinets, Moist Rooms and Water Storage Tanks and be qualified to Cure, Cap and perform compression testing of test specimens.

Testers with current ACI grade 1 Concrete Testing Certification can also perform concrete field testing on NHS projects with federal funding.

Aggregate testing can be performed by laboratories qualified by AMRL R-18 in the following test methods:

**AASHTO T2** – Sampling of Aggregates

**AASHTO T27/T11** – Sieve Analysis of Fine & Coarse Aggregates

**AASHTO T176** – Determination of the Plastic Fines in Graded Aggregate by Use of the Sand Equivalent Test

**AASHTO T248** – Reducing Field Samples of Aggregates to testing size

**AASHTO T255** – Total Moisture Content of Aggregate by Drying

**AASHTO TP61** – Determining the Percentage of Fracture in Coarse Aggregate

Laboratories offering Embankment and Base Density field testing must be qualified to perform the following test methods:

**AASHTO T224** – Correction for Coarse Particles in the Soil Compaction Test

**AASHTO T310** – In-Place Density and Moisture Content of Soil and Soil Aggregate by Nuclear Method

**AASHTO T99** or other approved test method of determining – Moisture Density relations of Soils

The following is a breakdown of materials and how they will be accepted.

List of Materials to Test

1. Structural Concrete

   Slump

   Air

   Temp

   Compression Testing

2. Asphalt in the roadway

   Density

   Hot Mix

3. Surfacing under roadway & bridge approaches

   Density

   Gradation & SE

4. Base material under roadway, embankments, bridge approaches

   Density

   Gradation & SE

5. Structural Grout

   Compression Testing

6. High Strength Nuts Bolts and Washers*

   Manufacturer's Certificate of Compliance

   Certificate of Material Origin

*See Section 9-06.5 of the *Standard Specifications for Road, Bridge, and Municipal Construction*.

List of materials to Certify

1. Steel

   Manufacturer's Certificate of Compliance

   Certificate of Material Origin

2. Iron

   Certificate of Material Origin

3. Liquid Asphalt Products

   Manufacturer's Certificate of Compliance

4. Geotextile Fabrics

   Manufacturer's Certificate of Compliance

5. Guardrail Items

   Certificate of Material Origin for steel components

6. Bridge Bearing Assemblies that are not welded

   Manufacturer's Certificate of Compliance

   Certificate of Material Origin

List of material to accept with Visual Inspection or Catalog Cut

1. Traffic marking – paints and thermoplastics
2. Electrical items and accessories
3. Fencing
4. Landscaping or irrigation items
5. Drainage Items
6. Rebar Tie Wire
7. Backer Rod under RCS Expansion Joints
8. Rebar Chairs and Dobie Blocks
9. Temporary Items
10. Compost
11. Street furniture etc.
12. Monument Case and Cover

    Certificate of Material Origin is required

List of Materials that Require Fabrication Inspection

1. Structural Steel Beams or Fabricated, Welded items
2. Structural Precast Concrete Items
3. Bridge Bearing Assemblies that are welded
4. Signs
5. Sign Bridges
6. Cantilever Sign Structures

**.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. Measurement and payment for all acceptably completed bid items of work will be in accordance with Chapter 1-09 of the WSDOT *Standard Specifications.* Source documents used to support payments must be complete, stand alone documents that fully support the payment being made. Documentation to support payment shall be in accordance with Chapter 10 of the WSDOT *Construction Manual*. Agencies that have integrated computer programs for Inspector Daily Reports and payment source documents shall include all the information shown on the WSDOT forms used for those purposes. Progress estimates should be prepared promptly and may be forwarded to the contractor for review and signature.

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

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

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

## 52.5 Changes and Extra Work

Prior to beginning work on a contract, a Local Agency should have a written policy for the approval of change orders to ensure that appropriate procedures are followed. Without a written change order policy delegating approval authority, the designated CA Agreement approval authority must approve all change orders. 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

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.

V. TRAFFIC CONTROL AND SAFETY

A. *Manual On Uniform Traffic Control Devices* will control signing.

B. Review and discussion of Traffic Control Plan (TCP).

C. Safety control on structures.

D. Flagman should use standard paddle and vest and must be certified with flagman card.

E. Speed regulation of construction equipment.

F. Contractor and project engineer designate by name the individual responsible for construction traffic control.

G. Safety and health requirements.

H. Request police to report all construction zone accidents to the contracting authority.

I. Gross legal load limits shall be adhered to.

J. The local agency will monitor the requirements of RCW 46.61.655 as amended by Substitute House Bill No. 1363 and cooperate with law enforcement agencies in the enforcement as provided in Section 1-07.1 of the Standard Specifications. Substitute House Bill No. 1363 deals with covered loads or 6 inches of freeboard.

VI. ENVIRONMENTAL CONSIDERATIONS

A. Commitment files.

B. Standard Specifications/Special Provisions.

C. Contractor responsibility to obtain permits.

D. Department of Ecology requires registration of rock crushers in accordance with WAC 173-400.

E. Temporary Erosion & Sediment Control Plan (TESCP)

F. Spill Prevention, Control and Containment Plan (SPCCP)

VII. DISMISS DISINTERESTED PARTIES (list those leaving)

VIII REOPEN WITH GENERAL CONSTRUCTION DISCUSSION

A. Contractor explains how he plans to pursue the work.

B. Review of anticipated construction problems.

C. Conflict resolution — need for partnering.

To: (Contractor)

Agency _____

Project Title _____

F.A. _____

Contract No. _____

Date:

Attention: (Contractor's Representative)

1. Time:
   Location of meeting:

2. Persons attending and organizations represented:

3. Description of work:

4. Discussion items:

Prepared by: _____

cc: Regional Highways and Local Programs Engineer

Each agency, organization, and firm who has involvement or interest in the project.

LOCAL AGENCY LETTERHEAD

Date

Regional Highways and Local Programs Engineer
Department of Transportation

Contract No.
Contract Name
Federal Aid No.

Dear Sir:

For your information, I am sending you a copy of the contract completion letter that was sent to the contractor. I request inspection and acceptance of the project by WSDOT.

Very truly yours,

(Director of Public Works)
(County Engineer)
(City Engineer)
(Local Agency Engineer)

Project _____ Contract No. _____

**Checklist for Project Certification**

| | Yes | No | |
|---|---|---|---|
| 1. | _____ | _____ | Request for approval of material sources was submitted for all items listed on the record of materials and as required by Chapter 9-4 of the WSDOT Construction Manual or alternative procedures authorized by LAG Appendix 52.108. |
| 2. | _____ | _____ | All preliminary samples requested by or for approval of source were submitted and approved or an alternate approval material or product was used. |
| 3. | _____ | _____ | All samples and documentation including manufacturer's certificate of compliance, shop drawings, mill test certificates, etc., as required by the record of materials were submitted and subsequently approved. |
| 4. | _____ | _____ | If job quantities differed from those listed on the record of materials, acceptance samples were taken at the frequency listed in Chapter 9-5.7 of the Construction Manual or alternative procedures authorized by LAG Appendix 52.108. |
| 5. | _____ | _____ | All items requiring inspection at the point of fabrication were so inspected and were accepted at the jobsite by the presence of an approved stamp, sticker, tag, or mark. |
| 6. | _____ | _____ | The results of the tests on acceptance samples indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet). |
| 7. | _____ | _____ | Items added by change order and not listed on the record of materials were accepted in accordance with procedures listed in Chapter 9 of the Construction Manual or alternative procedures authorized by LAG Appendix 52.108. |

Note: Any "No" answers on this checklist must be fully explained and documented. Attach test reports representing nonspecification material as well as an explanation of the circumstances leading to acceptance of said material. All seven items must be completed before the project can be certified.

Certified Signature _____ Date _____
(Approving Authority)

_____ _____• Award Date 1-03 WSDOT

_____ _____• Execution (WSDOT), Notice to Proceed (APWA)

_____ _____• Begin Work 1-08.4 WSDOT

Working or Calendar Days set by Contract

| | | | |
|---|---|---|---|
| _____ | _____• | Substantial Completion | 1-08.9 WSDOT,<br>1-05.11(1) APWA |
| _____ | _____• | Physical Completion | 1-08.5 WSDOT,<br>1-05.11(2) APWA |
| _____ | _____• | Contract Completion | 1-05.12 APWA |
| _____ | _____• | Completion Date/Final Acceptance | 1-08.5 WSDOT,<br>1-05.12 APWA |

See Prompt Pay Section 1-09.9

| | | | |
|---|---|---|---|
| _____ | _____• | Final Payment | 1-09.9(4) APWA |
| _____ | _____• | Retainage Release | 1-09.9(2) APWA |

"Sample Sheet"

# WEEKLY STATEMENT OF WORKING DAYS

| CONTRACTOR | | | | |
|---|---|---|---|---|
| ADDRESS (Street, City, State, ZIP Code) | | | | |
| CONTRACT NO. | FEDERAL AID PROJECT NO. | HIGHWAY NO. OR COUNTY | STATEMENT NO. | DATE |

THE FOLLOWING STATEMENT SHOWS THE NUMBER OF WORKING DAYS CHARGED TO YOUR CONTRACT FOR THE WEEK ENDING:

| DATE | DAY | WEATHER CONDITION | WORKABLE DAYS | UNWORKABLE DAYS | REASON FOR UNWORKABLE DAYS |
|---|---|---|---|---|---|
| | Sunday | | | | |
| | Monday | | | | |
| | Tuesday | | | | |
| | Wednesday | | | | |
| | Thursday | | | | |
| | Friday | | | | |
| | Saturday | | | | |

| | | |
|---|---|---|
| DAYS THIS WEEK | | |
| DAYS PREVIOUSLY REPORTED | | |
| TOTAL DAYS TO DATE | | |

**NOTE:** ROUND ALL TIME TO THE NEAREST ½ DAY.

| CURRENT STATUS | |
|---|---|
| WORKING DAYS SPECIFIED IN CONTRACT | |
| APPROVED EXTENSION OF TIME | |
| TOTAL AUTHORIZED TIME OF CONTRACT | |
| LESS WORKABLE DAYS CHARGED | |
| WORKING DAYS REMAINING | |

SUMMARY OF WEEK'S ACTIVITIES

PROJECT ENGINEER

→ **NOTE:** The contractor will be allowed 10 days from date of this report in which to protest in writing the correctness of this statement, otherwise it shall be deemed to have been accepted as correct.

Washington State Department of Transportation

# Change Order

Date _____

Page _____ of _____ Pages

Contract Number _____ Federal Aid Number _____

Contract Title _____

Change Order Number _____

Prime Contractor _____

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor

| Endorsed By | Surety Consent |
|---|---|
| Contractor | Attorney on Fact |
| Date | Date |

Original Contract Amount _____

Current Contract Amount _____

Estimated Net Change This Order _____

Estimated Contract Total After Change _____

| ☐ Approval Recommended ☐ Approved | Approved |
|---|---|
| Project Engineer | Approving Authority per C.A. Agreement |
| Date | Date |
| ☐ Approval Recommended ☐ Approved | Other Approval When Required |
| By | Signature Date |
| Date | Representing |

DOT Form 140-005 EF
Revised 4/06

# *Change Order Checklist*

| Question | Yes | No | N/A |
|---|---|---|---|
| | | | |
| 1. Does the change order alter the termini, character, or scope of the work? | | | |
| If yes, you must have H & LP approval to be eligible for federal funds. | | | |
| If yes, you must submit a revised Page 1 of the prospectus. | | | |
| | | | |
| 2. Is the Change Order over $7,500.00 and outside the scope of work? | | | |
| If yes, the change cannot be a change order and must be an independent work. | | | |
| | | | |
| 3. Does the Change Order detail all items involved with the change? | | | |
| | | | |
| 4. Does the Change Order include an adjustment in working days? | | | |
| If yes, the time extension must be stated in the Change Order. | | | |
| If yes, an independent engineer's estimate of time must be included to document the extension. | | | |
| If no, that must be stated in the Change Order. | | | |
| | | | |
| 5. Does the Change Order alter the DBE Condition of Award? | | | |
| If yes, you must obtain concurrence form H&LP. | | | |
| If yes, you must obtain the DBE's signature on the Change Order. | | | |
| | | | |
| 6. Does the Change Order involve a material substitution? | | | |
| If yes, you must determine if a material credit is appropriate. | | | |
| | | | |
| 7. If Change Order work started prior to it's execution, prior verbal approval by the Approving Authority must be granted and documented. | | | |
| | | | |
| 8. Has the Change Order been signed by the contractor? | | | |
| | | | |
| 10. Has the Change Order been executed by the Approving Authority? | | | |
| If you are a "non CA Agency", you must have the acting CA Authority's approval. | | | |
| | | | |
| 11. Has an independent engineer's estimate justifying the costs and time extensions been completed and documented? | | | |
| | | | |
| 12. Has a detailed memo outlining the chronology of events, basis of need, costs and working days been prepared and placed in the file accompanying the Change Order? | | | |

The following exceptions to the WSDOT *Construction Manual* may be used by the local agency.

- The local agency may develop their own Record of Materials, and approve manufacturers not listed on the approved WSDOT manufacturers list.
- Asphalt plant inspectors and scalepersons are not required at established commercial sources. This exception does not allow the agency to eliminate acceptance sampling of the materials.
- The following items may be accepted with an approved catalogue cut and documented by visual inspection or a manufacturer's material certification (provided manufacturer's certification is based on actual testing):

| | |
|---|---|
| Electrical items and accessories | Re Bar Tie Wire |
| Paving or geotextile fabrics | Backer Rod under RCS Expansion Joint |
| Fencing of any kind | Rebar Chairs and Dobie Blocks |
| Landscaping or irrigation items | Temporary Items |
| Glare screens | Sandbags, Rope, and Wood Stakes |
| Traffic buttons or pavement markings | Compost |
| Guardrail items (Certificate of Material Origin is required) | Monument Case and Cover (Certificate of Material Origin is required) |
| Drainage items (Certificate of Material Origin is required) | PG Binder Suppliers Bill of Lading (acts as Manufacturer's Certificate of Compliance) |

- A Certificate of Material Origin is required for all steel and iron items on federally funded projects.
- Local agencies may test their own signal cabinets.
- Local agencies may lower the density testing requirements to 90 percent of the rice density for non structural overlay pavement designs with a thickness of 1.25 to 2 inches (30 to 50 mm). This should be limited to areas or projects with documented foundation problems and on overlay of existing pavements.
- Local agencies are not required to follow the qualified testing program outlined in the WSDOT *Construction Manual* if the agencies projects are not on the NHS, or are on the NHS and the project does not contain federal funding AND the acceptance sampling frequencies and test methods are done in accordance with Chapter 9 of the WSDOT *Construction Manual* and the exceptions listed above.

In addition to mandatory acceptance sampling, a local agency may choose to do independent assurance sampling. If a local agency elects to do independent assurance sampling, the procedures listed below shall be followed.

- Assurance sampling and testing will be done independent of acceptance testing, not utilizing the same testing equipment or performed by the same personnel. Assurance samples of aggregate may be taken by the field inspector and split two ways. One split will be tested by the inspector in the field as an acceptance sample and the other split will be an assurance sample for immediate testing and comparison with field results.
- Assurance sample testing does not reflect on the acceptability of the material involved. Acceptance under the contract is determined by the acceptance testing process. Assurance testing is performed to obtain an independent verification of proper testing procedure and equipment.

**Comparison of Assurance and Acceptance Test Results.** Assurance sample results will be compared with the acceptance test results of the companion samples.

Reports of the comparison of results will be placed in the project file. The degree of conformance will be determined according to the deviation ranges noted below. Gradation test results will be compared only on specification screens.

| Test | Normal Range of Deviation | Maximum Range of Deviation |
|---|---|---|
| Sand Equivalent | ±8 points | ±15 points |
| Fracture | ±5 percent | ±10 percent |
| Asphalt Content (HMA & ATB) | ±0.3 percent | ±0.6 percent |
| Sieve Analysis — All Items: | | |
| No. 4 (4.75 mm) sieve and larger | ±5 percent | ±8 percent |
| No. 6 (3.35 mm) sieve to No. 80 (0.180 mm) sieve | ±3 percent | ±6 percent |
| No 100 (0.150 mm) and No. 200 (0.075 mm) sieve | ±2 percent | ±4 percent |

In the table above, “Normal Range” indicates an acceptable range of variation between test results and no action is required. Test results which fall in this category will be so indicated by the wording “normal deviation” on the assurance test reports. Test results falling outside of the “Normal Range” but within the “Maximum Range,” will be indicated by the wording “questionable deviation” on the assurance test reports. For deviations falling into this category, the Project Engineer or a representative shall review the original test report form, advise the responsible test operator of the deviation, and review the test procedure at the next opportunity.

Corrective action will include review of sampling procedures, sample splitting procedures, testing procedures, and testing equipment. Actions and results of these investigations will be documented to the project file by a notation. These may include comments or findings by the Lab and testing personnel.

### Independent Assurance Sampling Frequency Guide

| Item | Test | Assurance Sample |
|---|---|---|
| Gravel Borrow | Grading & SE | 1 – 20,000 Ton |
| Select Borrow | Grading & SE | 1 – 20,000 Ton |
| Sand Drainage Blanket | Grading | 1 – 20,000 Ton |
| Gravel Base | Grading,SE & Dust Ratio | 1 – 20,000 Ton |
| CSTC | GradingSE & Fracture | 1 – 10,000 Ton |
| | | |
| CSBC Grading, | SE & Fracture | 1 – 10,000 Ton |
| Maintenance Rock | Grading,SE & Fracture | 1 – 10,000 Ton |
| Ballast Grading, | SE & Dust Ratio | 1 – 10,000 Ton |
| Shoulder Ballast | Grading & Fracture | 1 – 10,000 Ton |
| Backfill for Sand Drains | Grading | 1 – 10,000 Ton |
| | | |
| Crushed Coverstone | Grading, SE & Fracture | 1 – 5,000 Ton |
| | | |
| Crushed Screening | | |
| 5/8 – 1/4 | Grading & Fracture | 1 – 5,000 Ton |
| 1/2 – 1/4 | Grading & Fracture | 1 – 5,000 Ton |
| 1/4 – 0 | Grading & Fracture | 1 – 5,000 Ton |
| Gravel Backfill For Foundations | Grading, SE & Dust Ratio | 1 – 5,000 Ton |
| Walls | Grading, SE & Dust Ratio | 1 – 5,000 Ton |
| Pipe Bedding | Grading, SE & Dust Ratio | 1 – 5,000 Ton |
| Drains | Grading | 1 – 5,000 Ton |

## Independent Assurance Sampling Frequency Guide Cont.

| Item | Test | Assurance Sample |
|---|---|---|
| PCC Paving | | |
| Coarse Aggregate | Grading | 1 – 10,000 Ton |
| Fine Aggregate | Grading | 1 – 5,000 Ton |
| | | |
| Completed Mix | | |
| Consistency | Slump | 1 – 25,000 SY |
| Air Content | Air | 1 – 25,000 SY |
| Yield | Cement Factor | 1 – 25,000 SY |
| Test Beam | Flexural Strength | 1 – 25,000 SY |
| | | |
| PCC Structures | | |
| Coarse Aggregate | Grading | 1 – 5,000 Ton |
| Fine Aggregate | Grading | 1 – 2,500 Ton |
| Consistency | Slump | 1 – 1,000 CY |
| Air Content | Air | 1 – 1,000 CY |
| Cylinders (28-day) | Compressive Strength | 1 – 1,000 CY |
| Yield | Cement Factor | 1 – 1,000 CY |
| Cement | Chemical & Physical Certification (Verification Sample) | 1 – 1,000 Ton |
| | | |
| Asphalt Materials | | Verification |
| Paving Asphalt (AR, AC, PBA) | | 1 qt. every 3rd shipment |
| Liquid Asphalt (Cutback, Emulsion) | | 1 qt. every other shipment |
| Emulsion for ACP Tack Coat | | None required |

## STP Distribution Attributable to the Proposed NHS System

| Local Jurisdiction by MPO/RTPO | Approximate NHS Miles | % NHS | Lead Agency |
|---|---|---|---|
| Clallam County | 0.85 | 0.72 | |
| Richland | 0.85 | 0.72 | |
| Dept of Energy/Benton Co. | 2.35 | 1.99 | |
| Pasco | 0.58 | 0.49 | BFCG |
| Douglas County | 3.74 | 3.17 | |
| East Wenatchee | 0.21 | 0.18 | Douglas County |
| King County | 1.77 | 1.50 | |
| Bellevue | 2.16 | 1.83 | |
| Federal Way | 0.40 | 0.34 | |
| Kent | 1.55 | 1.31 | |
| Kirkland | 1.29 | 1.09 | |
| Renton | 3.02 | 2.56 | |
| Seatac | 2.35 | 1.99 | |
| Seattle | 38.29 | 32.41 | |
| Shoreline | 0.91 | 0.77 | |
| Tukwilla | 2.67 | 2.26 | |
| Port of Seattle | 1.25 | 1.06 | |
| Kitsap County | 10.45 | 8.84 | |
| Port Orchard | 0.73 | 0.62 | |
| Pierce County | 0.25 | 0.21 | |
| Lakewood | 1.08 | 0.91 | |
| Fife | 0.12 | 0.10 | |
| Tacoma | 1.13 | 0.96 | |
| Snohomish County | 4.19 | 3.35 | |
| Lynnwood | 0.09 | 0.08 | |
| Mountlake Terrace | 0.09 | 0.08 | |
| Everett | 1.59 | 1.35 | PSRC |
| Spokane County | 4.33 | 3.66 | |
| Spokane | 3.23 | 2.73 | SRTC |
| Whitman County | 2.78 | 2.35 | |
| Pullman | 0.44 | 0.37 | Whitman County |
| Thurston County | 0.75 | 0.63 | |
| Lacey | 5.14 | 4.35 | |
| Olympia | 2.18 | 1.85 | |
| Tumwater | 2.50 | 2.12 | TRPC |
| Walla Walla Port | 0.72 | 0.61 | Walla Walla County |
| Whatcom County | 0.26 | 0.22 | |
| Bellingham | 4.90 | 4.15 | WCOG |
| Yakima County | 1.79 | 1.52 | |
| Union Gap | 0.58 | 0.49 | |
| Yakima | 2.43 | 2.06 | YVCOG |
| Vancouver | 0.28 | 0.24 | |
| Island County | 1.88 | 1.59 | |
| **Total** | **118.15** | **100.00%** | |

| Agency Name | Functional Class | Route Name | Start Location | Ending Location |
|---|---|---|---|---|
| Bellevue | 14 | NE 8th Street & NE 4th Street | I-405 | Bellevue Transit Center |
| Bellevue | 16 | 108th Avenue NE & NE 6th Street | I-405 | Bellevue Transit Center |
| Bellevue | 16 | SE Eastgate Way | Eastgate P&R | 156th Avenue SE |
| Bellevue | 14 | Lake Washington Boulevard | I-405 | Kirkland C/L |
| Bellevue | 16 | Northrup Way | Lake Wash.Blvd | 108th Avenue NE |
| Bellingham | 14 | 12th Street | Donovan Avenue | Harris Avenue |
| Bellingham | 17 | Harris | 12th | Alaskan Ferry |
| Bellingham | 14 | Meridian Street | I-5 | Port of Bellingham |
| Bellingham | 16 | Squallicum Way | I-5 | Port of Bellingham |
| Clallam County | 16 | Airport Road | SR 101 | Airport |
| Douglas County | 02 | Grant Road & Airport Way | Urban Boundary | Airport Terminal |
| Douglas County | 16 | Grant Road | City Limits | Urban Boundary |
| East Wenatchee | 14 | Grant Road | State Highway 28 | C/L |
| Everett | 14 | 20th Avenue | SR 526 | Boeing Parking Lot |
| Everett | 14 | Airport Road | SR 526 | Everett C/L |
| Everett | 14 | Pacific Avenue | Multimodal Center | I-5 |
| Everett | 17 | Hoyt Avenue | Everett Transfer Ctr. | Everett Avenue/SR 529 |
| Federal Way | 14 | S 320th Street | Federal Way P&R | I-5 |
| Federal Way | 14 | S 348th Street | S. Federal Way P&R | SR 99 |
| Fife | 14 | Port of Tacoma Road | I-5 | Fife C/L |
| Island County | 07 | Ault Field Road | Whidby Island NAS | SR 20 |
| Kent | 14 | James Street | West Valley Highway | N Lincoln Avenue |
| Kent | 16 | N Lincoln Avenue & 264th Street | SR 516 | Kent P&R |
| Kent | 17 | James Street | 64th Avenue S | West Valley Highway |
| Kent | 19 | 64th Avenue S | James Street | Meeker Street |
| King County | 14 | Rainer Avenue South | Renton C/L | Seattle C/L |
| King County | 16 | Juanita-Woodinville Way | Brickyard P&R | I-405 |
| King County | 14 | S 272nd Street | SR 99 | Star Lake P&R |
| Kirkland | 16 | Northrup Way & 108th Ave NE | S Kirkland Transit Ctr. | Lake Wash. Blvd |
| Kirkland | 14 | NE 124th Street | 116th Avenue NE | I-405 |
| Kitsap County | 07 | Beach Drive | Manchester Fuel Depot | Urban Boundary |
| Kitsap County | 16 | Beach Drive | Urban Boundary | Port Orchard C/L |
| Kitsap County | 16 | Clear Creek Road | SR 3 | Trigger Avenue |
| Lacey | 17 | 6th Avenue SE | Lacey Transit Center | College Street |
| Lacey | 14 | College Street SE | I-5 | Yelm Highway |
| Lakewood | 14 | Bridgeport Way SW | I-5 | McChord AFB |
| Lakewood | 14 | 112th Street South | SR 512 | McChord AFB |
| Lynnwood | 17 | 200th Street SW | Lynwood P&R | 44th Avenue W |
| Mountlake Terrace | 16 | 236th Street SW | I-5 | Mt. Lake Terrace P&R |
| Olympia | 14 | State Avenue | Transit Center | Plum Street |
| Olympia | 14 | Henderson Boulevard | I-5 | State Avenue |
| Olympia | 19 | Washington Street | 4th Avenue | Port of Olympia |
| Olympia | 14 | 4th Avenue | Plum Street | Washgton Street |
| Pasco | 14 | 20th Avenue | I-182 | Argent Road |
| Pierce County | 14 | Port of Tacoma Road | Fife C/L | Tacoma C/L |
| Port of Seattle | 12 | Airport Freeway | SR 518 | Seatac Airport |
| Port Orchard | 16 | Beach Drive | SR 166 | Port Orchard C/L |
| Pullman | 16 | Airport Road | SR 270 | Urban Boundary |
| Renton | 14 | Airport Way | Rainier Avenue South | I-405 |
| Renton | 14 | Rainer Avenue South | S 2nd Street | Renton C/L |

| Agency Name | Functional Class | Route Name | Start Location | Ending Location |
|---|---|---|---|---|
| Richland | 14 | Stevens Drive | Jadwin Avenue | Spengler Road |
| Seatac | 14 | 12th Place S/S 188th Street | I-5 | SR 509 |
| Seattle | 12 | West Seattle Freeway | South Columbian Way | Alaskan Way |
| Seattle | 14 | E Marginal Way | Seattle C/L | 1st Avenue South Bridge |
| Seattle | 17 | S Hanford Street | E Marginal Way | 1st Avenue South |
| Seattle | 14 | Rainier Avenue South | Seattle C/L | I-90 |
| Seattle | 14 | Elliott Avenue | SR 99 Viaduct | N 145th Street |
| Seattle | 16 | NE 103rd | I-5 | Northgate P&R |
| Seattle | 14 | 1st Avenue South | South Cloverdale Street | Olson/Meyers P&R |
| Seattle | 14 | Stewart Street | I-5 | Greyhound Depot |
| Seattle | 16 | 7th Avenue | I-5 | Greyhound Depot |
| Seattle | 17 | Bellevue Avenue | I-5 | Greyhound Depot |
| Seattle | 19 | Greyhound Terminal Road | I-5 | Greyhound Depot |
| Seattle | 14 | 4th Avenue S | SR 519 | 2nd Avenue S |
| Seattle | 14 | Airport Way S | Seattle C/L | Military Road S |
| Seattle | 14 | Mercer Street | I-5 | Galer Street |
| Seattle | 16 | 14 Avenue West | Elliott Avenue West | Port of Seattle |
| Seattle | 14 | W Marginal Way SW | 1 Avenue South | Chelan Avenue SW |
| Seattle | 16 | S Forest Street | I-5 | Port of Seattle |
| Seattle | 17 | 11th Avenue SW | Spokane Street | Port of Seattle |
| Seattle | 17 | 11th Avenue SW | 11 Er Avenue SW | SW Florida Street |
| Seattle | 14 | Alaskan Way South | SR 519 | Port of Seattle |
| Seattle | 16 | Alaskan Way South | E Marginal Way South | SR 519 |
| Shoreline | 14 | Westminister Way | NE 14th Street | NE 157th Street |
| Snohomish County | 14 | 128th Street SW | I-5 | Everett C/L |
| Snohomish County | 17 | 4th Avenue West | Mariner P&R | 128th Street SW |
| Snohomish County | 14 | 164th Street SW | Swamp Creek P&R | I-5 |
| Spokane | 16 | Fancher Road | Spokane C/L | Felts Field (Airport) |
| Spokane County | 14 | Airport Drive | Spokane Inter. Airport | SR 2 |
| Spokane County | 14 | Sprague Avenue | I-90 | Fancher Road |
| Spokane County | 16 | Fancher Road | Sprague Avenue | Spokane C/L |
| Tacoma | 14 | Port of Tacoma Road | Tacoma C/L | Port of Tacoma |
| Thurston County | 06 | Yelm Highway | College Street | Urban Boundary |
| Tukwila | 14 | Boeing Access Road | I-5 | Tukwila C/L |
| Tukwila | 14 | Airport Way | South C/L | North C/L |
| Tumwater | 16 | Airdustrial Way | I 5 | Tumwater C/L |
| Union Gap | 14 | Valley Mall Boulevard | I-82 | Yakima Airport |
| Vancouver | 14 | Washington Street | I-5 | W 7th Street |
| Vancouver | 14 | C Street | I-5 | W 7th Street |
| Walla Walla Port | 16 | Airport Way | SR 12 | 6th Avenue |
| Whatcom County | 17 | Bennett Drive | I-5 | W Bakerview Road |
| Whitman County | 07 | Airport Road | Urban Boundary | Airport |
| Yakima | 14 | South 1st Street | I-82 | Yakima Airport |
| Yakima | 16 | Washington Avenue | I-82 | Yakima Airport |
| Yakima County | 07 | Firing Center Road | I-82 | Yakima Firing Center |
| Yakima County | 16 | Washington Avenue | I-82 | Yakima Airport |
| US Dept of Energy | 14 | Stevens Drive | Spengler Road | Horn Rapids Road |

| Functional Classes | Urban | Rural |
|---|---|---|
| Principal Arterial | 14 | 02 |
| Freeway and Expressway | 12 | |
| Minor Arterial | 16 | 06 |
| Collector | 17 | |
| Rural Major Collector | 07 | |
| Rural Minor Collector | 08 | |
| Local Access | 10 | 09 |

## 53.1 General Discussion

After substantial completion of the work, the agency shall diligently pursue contract completion. In cases where the contractor is not diligently pursuing completion, the agency shall impose liquidating damages penalties, completion of remaining work with local forces or unilateral closure and claims against the contractor.

After the construction phase of a FHWA transportation project, done either by competitive bidding or by local agency forces, specific procedures are carried out to terminate the project's finances and review project performance. These procedures are necessary in order to settle any outstanding contract obligations, and to ensure that funds were expended properly.

Chapter 53 lists requirements for closing the project accounts at WSDOT and FHWA and discusses project management reviews and project audits.

## 53.2 Closure

After the construction contract is complete, a 90-day project closure period begins. This closure period is initiated upon receipt of either a completion letter from the local agency or a final inspection of the project from the Region Local Programs Office. During this period, the local agency must complete the requirements described below.

**No further payment will be made after the date indicated on the 90-day closure letter without the approval of Highways and Local Programs.**

The local agency may request, however, that the 90-day closure period be extended. In this case, the local agency shall submit a written request to Highways and Local Programs justifying an extended closure period.

**.21 Completion Letter.** Within 15 calendar days of completion as defined in Standard Specifications section 1-08.5 or the APWA Approved GSP by the same number, the local agency shall submit a physical completion letter to the Region Local Programs Engineer.

**.22 WSDOT Project Review.** The Region Local Programs Engineer will conduct the final field inspection. It is suggested that the Region Local Programs Engineer be invited to the final project inspection with the contractor. If the final inspection reveals items that must be corrected or resolved before the project can be closed, these will be noted in the final inspection report. The Region Local Programs Engineer will work with the local agency to make the necessary corrections or to accomplish resolutions. If there is an unresolvable item indicating that a portion of project work is ineligible for FHWA reimbursement, WSDOT will issue a letter of notification outlining the ineligible work items and related costs.

**.23 Final Billing**. Within 90 calendar days of the completion date, the local agency shall submit the following documents to the Region Local Programs Engineer, clearly marked "Final Billing:"

a. The local agency's final billing on Form PPC2.

b. Written justification for billings exceeding the Local Agency Agreement amount. These require approval by the Director of Highways and Local Programs.

Upon receipt of the final billing, WSDOT will pay the federal share or bill the local agency as appropriate.

**.24 Project Approval.** Highways and Local Programs will inform the local agency when FHWA has approved the Final Voucher and will explain what records must be retained and for how long.

## 53.3 Project Reviews

In order to be reasonably certain that local agencies are administering FHWA funds in accordance with the Local Agency Guidelines, WSDOT will perform procedural reviews on selected local agency ad-and-award projects.

These reviews will be:

- Project Management Reviews (PMR) performed by Highways and Local Programs (See Appendix 53.51 for review questions for PMR's and Documentation Reviews) and/or
- Documentation Reviews performed by the Region Local Programs Engineer
- Project Administration Reviews (PAR) by H&LP – (See chapter 62 and Appendix 62.101)

The agency may lose CA status, have its delegation of authority reduced to a project or phase of a project, or be placed on probationary CA. This may be the result of

- A PMR or Documentation Review
- An audit by the State Auditor
- Final project inspection
- The qualifications and experience of the agency staff are altered.

**.31 PMR Preparation.** Highways and Local Programs, through the Region Local Programs Engineer, will schedule a PMR with the agency and will request that the local agency managers participate. The local agency should have all pertinent documentation ready for the scheduled review. Typical procedural review questions are listed in Appendix 53.51. Typical documents to be examined during this review are also listed in Appendix 53.51. All deficiencies will be identified for the agency at the time of the

PMR. Copies of documentation not available at the time of review shall be submitted through the Region Local Programs Engineer within 30 calendar days. After the 30-day period, the final PMR letter will be sent to the agency.

**.32 PMR Deficiencies.** If no major deficiencies are found in the local agency's project management methods, the local agency will be informed in writing of the review team's findings and recommendations.

If major deficiencies exist, the local agency will be asked to take corrective action within 60 days. If the deficiencies include ineligible work, WSDOT will issue a citation letter.

If deficiencies exist in the agency's procedures, management practices, or systems, or if specific project errors are found, WSDOT's administrative response might be one or more of the following:

- No action against the agency.
- Joint conference with the Local Agency, Region Local Programs Engineer, and the Director of Highways and Local Programs or the director's designee.
- Limit or withhold the agency's future Certification Acceptance authority (Chapter 13) to the extent deemed necessary:
  a. Allow Certification on a project-by-project basis.
  b. Direct WSDOT to assign a Project Engineer to each project for supervision, inspection, and administration.
  c. Contract the supervision, inspection, and administration to a consulting firm.
  d. Delay project authorization until adequate supervision, inspection, and administration is available from the local agency, WSDOT, or consultants.
- Establish a repayment plan when violations to procedures make certain expenditures ineligible for federal reimbursement. Per Section VII of the Local Agency agreement, withholding of funds from the local agency's gasoline tax distribution may be necessary if a satisfactory repayment plan is not established within 45 days.

## 53.4 Financial and Compliance Audit

**.41 By the State Auditor**. The local agency is responsible for ensuring that an audit is performed in accordance with OMB Circular A-133. WSDOT is also responsible for ensuring that FHWA funds are properly expended. The State Auditor will therefore audit each local agency.

**.42 By WSDOT.** A project audit by WSDOT Auditors is triggered by deficiencies found during:

a. A routine audit by the State Auditor, either on an FHWA project or on any other project where federal funds are involved.

b. A documentation review.

c. A project management review.

d. PAR

**.43 Project Records.** Project records shall be maintained in accordance with the terms of the Local Agency Agreement and shall be made available to the audit personnel upon request. It is helpful if field notes and other documentation are available in sufficient detail to facilitate the audit review.

**.44 Audit Report.** The state auditor will submit a formal audit report to the Director of Highways and Local Programs and to FHWA. If findings on a particular audit arise, Highways and Local Programs will contact the agency to confirm the findings and coordinate resolution with the agency and Highways and Local Programs. Audit findings must be resolved within six months of the date that the audit report is issued. Audits will normally include the following categories:

- Interagency Agreements
- Land Development or Land Acquisition Projects
- Tier Contracting Procedures
- Fund Management — Transactions
- Accounting Methods — Cash or Accrual
- DBE-EEO Practices
- Use of Grant Acquired Equipment

## 53.5 Appendices

53.51 Project Review Checklist

53.52 Final Inspection of Federal Aid Project

53.53 Quarterly Report of Amounts credited as DBE Participation

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |
| | | | O | | | | | | | | 0.00 | | $0.00 | | | | | | $0.00 | $0.00 |
| | | | S | | | | | | | | 0.00 | / | | | | | | | | |

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

Agency: _____ Date: _____

Project Title: _____

Federal Aid Project No.: _____ Contract No.: _____

Reviewers: _____

**LAG Ref.**

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

| Action | Approving Authority |
|---|---|
| Design Approval | _____ |
| PS&E Approval | _____ |
| Contract Award | _____ |
| Contract Administration | _____ |

**Preliminary Engineering:**

14.62 Project Development Checklist Yes _____ No _____

24 NEPA Approval Date: ___/___/___

42 Design Matrix Checklist Yes _____ No _____

43.1 Design Approved By: _____ Date: ___/___/___

44.1 PS&E Approved By: _____ Date: ___/___/___

44.22 Agency Supplied Materials Approved By: _____

44.22 Sole Source Items? Yes _____ No _____

21.1 Changes in Scope, Limits, Character, Cost? Yes _____ No _____

44.22 Tied Bids Approved By: _____ Date: ___/___/___

**Advertising and Award:**

46.21 FHWA Construction Authorization Date: _____

46.24 Advertising Dates: _____

46.24 Three Week Advertising Period? Yes _____ No _____

46.24 Affidavits of Publication in File? Yes _____ No _____

46.25 Bid Opening Date: _____

46.27 Award Date: _____

46.26 Award to Lowest Bidder? Yes _____ No _____

If Not, Explain: _____

46.28 Contract Execution Date: _____

46.28 Contract Award Amount: _____

46.3 Award Information Transmitted to WSDOT? Yes _____ No _____

52 First Working Day: _____ No. of Working Days: _____

No. of Working Days Complete: _____

52.2 Preconstruction Conference Minutes Review:

Meeting held? Yes _____ No _____

Meeting documented? Yes _____ No _____

**44.1 Commitment File:**

24.94 Environmental and Permit Conditions Met Yes _____ No _____ N/A

**LAG Ref.**

**25 Right-of-Way**

Right of Way Acquired Yes _____ No _____

Right of Way Acquisition Procedures Dated: _____

Listing of Right of Way Staff Current Yes _____ No _____

25.11 Project Right of Way Certification Dated: ____/_____/_____

**52 Administrative Settlements**

52.51 Were any claims settled by Administrative Settlement? Yes _____ No _____

Were claims submitted to Local Programs Engineer? Yes _____ No _____

Comments: _____

_____

_____

_____

52.1 Project Diaries and Inspector's Daily Reports signed and reviewed?
Yes _____ No _____

**52.4 Payrolls:**

Wage Rates Included in Contract? Yes _____ No _____

Certified by Contractor? Yes _____ No _____

Checked and Initialed by Agency? Yes _____ No _____

**27 EEO Compliance:**

27.32 PR-1391 on File and PR 1392 sent to Region Local Programs? Yes ___ No ___ N/A

Comments: _____

_____

_____

**Training:**

Training Goal Set? Yes _____ No _____ Hours _____

Training Plan Approved by Agency: Yes _____ No _____

Training Goal Met? Yes _____ No _____ Hours _____

Comments: _____

_____

_____

**26 DBE Compliance:**

26.2 DBE Goal Set: Yes _____ No _____ % _____

26.2 DBE Condition of Award Amount: $ _____

26.2 How Was DBE Certification Verified Prior to Award? _____

_____

52.5 Change Orders Affects on DBEs: Yes _____ No _____

Comments: _____

_____

_____

_____

52.5 Additional Work Provided to DBEs? Yes _____ No _____

52.5 Any Changes to DBE Goals? Yes _____ No _____

26.2 DBE goal changes approved by H&LP? Yes _____ No _____

26.2 Quarterly Report of Amounts Credited as DBE Participation

Sent to Region Local Programs Engineer? Yes _____ No _____

**Contract Completion:**

52.81 Completion Date:_____

52.81 Completion Letter to Contractor transmitted to Local Programs: Yes ___ No ___

52.83 End of Project Materials Certification From Project Engineer to Approving Authority Date: _____

**44 Traffic Control**

44.22e TCP or K Plans in contract? Yes _____ No _____

Adopted by Contractor? Yes _____ No _____

44.22e Detour included in contract? Yes _____ No _____

44.22e If yes, agreements included in contract? Yes _____ No _____ N/A

**31 Consultant Agreements** Yes _____ No _____

Agreement renewed prior to expiration date? Yes _____ No _____

Fee Type? _____

Advertisements on file? Yes _____ No _____

Selection Process on file? Yes _____ No _____

## Construction Contract Administration: (Change Orders)

| CO # | Verbal App. Date | Written App. Date | Major Items Involved | Cost Change +/- | W/D +/- | Agency Justified Independently |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

## Prime and Subcontractor Information

| | Name | Amount | Request to Sublet 421-012 | DBE | Fed. Aid Certification 420-004 | Statement of Intent to Pay Prev.Wages F700-029-000 | Wage Rate Interview 424-003 | DBE Review 272-051 | Affidavit of Wages Paid F700-007-000 | Payroll |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Prime*** | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
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| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |

| | | |
|---|---|---|
| Total Amount Sublet $ | | ***NOTES:*** |
| % of Contract Sublet = (Maximum 70%) | | |

# Materials Documentation Review – Aggregate Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source-Pit # | _____ |
| Preliminary Sample | _____ | Acceptance Test | _____ | Scale Certification | _____ |
| Scaleman's Daily Report | _____ | Certified Ticket | _____ | Maximum Density Curve | _____ |
| Compaction Test | _____ | Small Quantity | _____ | Visual Inspection | _____ |

Invoice Date: / / Quantity on Invoice: _____ Ticket Veritification: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – Asphalt Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source-Pit #/AC | _____ |
| Qualified Products List | _____ | Prelim. Sample-Agg./AC | _____ | Acceptance Test-Agg. | _____ |
| Acceptance Test-AC | _____ | Approved Mix Design # | _____ | Bill of Lading-AC | _____ |
| Scale Certification | _____ | Scaleman's Daily Report | _____ | Certified Ticket | _____ |
| Lane/Shoulder Breakout | _____ | Compaction Test | _____ | Small Quantity | _____ |
| Visual Inspection | _____ | | | | |

Invoice Date: / / Quantity on Invoice: _____ Invoice Veritified: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – Concrete Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Plant Certificate | _____ |
| Approved Source-Pit #/PC | _____ | Appr. Source-Mfg. Item | _____ | Qualified Products List | _____ |
| Prelim. Sample-Agg./PC | _____ | Acceptance Test-Agg. | _____ | Acceptance Test-Bag PC | _____ |
| Mill Test Report-Bulk PC | _____ | Approved Mix Design # | _____ | Cert. of Material Origin | _____ |
| Certified Ticket | _____ | Cylinder/Beam Breaks | _____ | Conc. Pipe Acc. Report | _____ |
| WSDOT Inspected | _____ | Small Quantity | _____ | Visual Inspection | _____ |

Invoice Date: / / Quantity on Invoice: _____ Invoice Veritified: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – Metal Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source | _____ |
| Qualified Products List | _____ | Mfg. Certificate | _____ | Cert. of Material Origin | _____ |
| Shop Drawing | _____ | Test Report | _____ | Fabrication Approved | _____ |
| Sign Acceptance Report | _____ | Bill of Lading | _____ | Approved for Shipment | _____ |
| Small Quantity | _____ | Visual Inspection | _____ | | |

Invoice Date: / / Quantity on Invoice: _____ Ticket Veritification: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – Wood Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source | _____ |
| Qualified Products List | _____ | Preliminary Sample | _____ | Lbr. Grading Cert. | _____ |
| Approved for Shipment | _____ | Small Quantity | _____ | Visual Inspection | _____ |

Invoice Date: / / Quantity on Invoice: _____ Invoice Veritified: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – Electrical Item

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source | _____ |
| Qualified Products List | _____ | Preliminary Sample | _____ | Acceptance Test | _____ |
| Mfg. Certificate | _____ | Cert. of Material Origin | _____ | Shop Drawing | _____ |
| Approved for Shipment | _____ | Mill Test Report | _____ | Catalog Cut | _____ |
| Small Quantity | _____ | Visual Inspection | _____ | | |

Invoice Date: / / Quantity on Invoice: _____ Ticket Veritification: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Materials Documentation Review – All Items

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

**Bid Item:** _____ **Material:** _____

| | | | | | |
|---|---|---|---|---|---|
| Plan Quantity | _____ | Revised Quantity | _____ | Paid Quantity | _____ |
| Lag Exception Noted | _____ | Field Note Record | _____ | | |
| ROM Maintained | _____ | RAM # _____ Codes | _____ | Approved Source | _____ |
| Qualified Products List | _____ | Preliminary Sample | _____ | Acceptance Test | _____ |
| Approved Mix Design # | _____ | Bill of Lading | _____ | Scale Certification | _____ |
| Certified Ticket | _____ | Scaleman's Daily Report | _____ | Mfg. Certificate | _____ |
| Catalog Cut | _____ | Shop Drawing | _____ | Mill Test Report | _____ |
| WSDOT Inspected | _____ | Maximum Density Curve | _____ | Compaction Test | _____ |
| Cylinder Breaks | _____ | Small Quantity | _____ | Visual Inspection | _____ |

Invoice Date: / / Quantity on Invoice: _____ Invoice Veritified: _____
Comments:

Acceptable: _____ Deficiency as Noted: _____

# Bid Item Documentation Review – Mobilization

**Agency:** _____ **Project Title:** _____
**Federal Aid Number:** _____
**Reviewed by:** _____ **Date:** _____

Standard Specification 1-09.7 Mobilization

Contract Bid Amount _____ Mobilization Bid Amount _____
5 % of Contract Bid Amount _____ 50% Mobilization Bid Amount _____
10 % of Contract Bid Amount _____

Mobilization Paid on Estimate No. _____
Contract Items Paid that Estimate _____ Mobilization Paid that Estimate _____

Mobilization Paid on Estimate No. _____
Contract Items Paid that Estimate _____ Mobilization Paid that Estimate _____

Mobilization Paid on Estimate No. _____
Contract Items Paid that Estimate _____ Mobilization Paid that Estimate _____

Mobilization Paid after Substantial Completion _____

***Notes:***

1. When 5 percent of the total original contract amount is earned from other contract items, excluding amounts paid for materials on hand, 50 percent of the amount bid for mobilization, or 5 percent of the total original contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original contract amount is earned from other contract items, excluding amounts paid for materials on hand, 100 percent of the amount bid for mobilization, or 10 percent of the total original contract amount, whichever is the least, will be paid.
3. When the substantial completion date has been established for the project, payment of any amount bid for mobilization in excess of 10 percent of the total original contract amount.

Acceptable _____ Corrections Needed _____

Washington State Department of Transportation

**Final Inspection of Federal Aid Project**
***Constructed Under 23 U.S.C. 117***

| Project Title | | |
|---|---|---|
| Federal Aid Number | Contract Number | Agency |
| Date of Inspection | Inspection Made By | |

**Compliance**

Marking and signing in conformance with MUTCD? ☐ Yes ☐ No
Clear Zone requirements met? ☐ Yes ☐ No
NEPA requirements met? ☐ Yes ☐ No
ADA requirements met? ☐ Yes ☐ No

**Comments:**

Notable Items (i.e., labor disputes, changed conditions, environmental, shutdowns, etc.):

☐ This project has been completed in substantial conformance with the project prospectus and contract plans.

| Signature of Local Programs Engineer | Date |
|---|---|

DOT Form 140-500 EF
Revised 5/05

Washington State Department of Transportation

## Quarterly Report of Amounts Credited as DBE Participation

Check appropriate reporting period and enter reporting year.

☐ 1st Quarter - January (Oct. - Dec.)
☐ 2nd Quarter - April (Jan. - Mar.)
☐ 3rd Quarter - July (April - June)
☐ 4th Quarter - October (July - Sept.)
☐ Final
Reporting Year _____

State Contract Number

Federal Employer I.D. Number

Contractor

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

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

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

Signature _____ Title _____

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

DOT Form 422-102 EF
Revised 2/2006

## 61.1 General Discussion

Congress determined that competitive bidding is the preferred method of performing projects. Therefore, local agencies using their own forces to construct Federal Highway Administration (FHWA) projects must demonstrate that this is the most cost-effective method. Only local agencies operating under CA may administer an FHWA project using agency forces. It is the responsibility of the agency to ensure that the agency-force work is within its day labor statutory limits for construction costs (refer to RCW 36.77 and 35.77).

Projects may be designed and constructed by one local agency on behalf of another when approved by the Washington State Department of Transportation (WSDOT).

This chapter addresses the differences between Local Ad and Award, local administered projects by contract and bidders, Chapters 46 and 52, and construction performed by the Local Agency forces.

The development of a project for construction by local agency forces follows the same procedures as for a competitive bid contract as defined in Chapters 43 and 44 through the right-of-way acquisition process (Chapter 25).

## 61.2 PS&E Requirements

The requirements of Chapter 44, will apply to the design and development of these projects.

## 61.3 PS&E Approval

The PS&E must be approved as described in Chapter 44.

## 61.4 Fund Authorization

A supplement to the Local Agency Agreement (Chapter 22) must be submitted to the Regional Highways and Local Programs Engineer requesting authorization of construction funds.

## 61.5 Contract Number

Construction work by local forces shall not start until a Highways and Local Programs contract number has been obtained from the Regional Highways and Local Programs Engineer.

## 61.6 Construction Administration

**.61 General Discussion.** FHWA and the Washington State Department of Transportation (WSDOT) are responsible for the proper expenditure of FHWA funds on local agency projects. In this capacity, Regional Highways and Local

Programs Personnel will consult and work with local agencies as needed and will perform systematic project management reviews to ensure that proper procedures are followed.

General guidelines for construction will be administered in accordance with the Local Agency Guidelines (LAG) Chapter 52. Materials will be inspected in accordance with the WSDOT *Construction Manual* and LAG Chapter 52. (In case of conflicting guidelines, Chapter 52 governs over the *Construction Manual.)*

**.62 Preconstruction Conference.** Refer to Chapter 52**.**

**.63 Quality Control.** The quality of materials and workmanship on the project must conform to the project specifications so that the public funds expended will have purchased a safe, economical, and fully functional transportation facility. Refer to Chapter 52.

**.64 Progress Billing.** Progress billing must be based on all work performed. Costs of the labor, equipment, and material must be documented, as described in Chapter 23.

**.65 Changes and Extra Work.** An agency should have a written policy for the approval of change orders to ensure that approval, either verbal or written, is given and documented prior to beginning work.

Whenever a change in the project work is required, the Local Agency shall prepare a change order and submit it to the approving authority for approval. This procedure is described in Chapter 52.

**.66 Completion of Construction.** The local agency will carry out the following requirements to ready the project for acceptance by WSDOT:

- Final Inspection — within 15 calendar days after completion of the work by agency forces, the Local Agency Project Engineer shall notify the Regional Highways and Local Programs Engineer with a request for final inspection and acceptance. Refer to Chapter 52.
- Final Reports — a construction project is complete when the items listed below are submitted by the Local Agency to the Regional Highways and Local Programs Engineer or the approving authority.

  a. Final Billing (approving authority file).

  b. Comparison of Preliminary and Final Costs (approving authority file). A listing showing the preliminary and final costs of the labor, equipment, and material.

  c. Final Records (approving authority file). The Local Agency Project Engineer must document the work performed on the project. Documentation consists of any 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, work profiles, approved time slips, etc., when they are a basis of payment for work performed or material furnished. Photographs or video 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 as specified in Chapter 53.

d. Record of Material Samples and Tests. Records of samples and tests will be retained by the local agency for at least three years following acceptance of the project by the Assistant Secretary for Highways and Local Programs.

e. Materials Certification (Chapter 52). The intent of the material certification is to assure that the quality of all materials incorporated into the project is in conformance with the plans and specifications and thus ensures a service life equivalent to the design life.

This material certification shall be completed in accordance with Sections 9-1.5C and 9-5.4 of the *Construction Manual,* and the sample in LAG Chapter 52.

This certification shall be retained by the local agency as specified in Chapter 53.

## 61.7 Project By One Agency for Another Agency

WSDOT approval is required whenever one local agency uses its forces to perform construction work for another agency. The request for approval shall include the following information:

**.71 Kinds of work to be performed.**

**.72 Two cost estimates or other types of justifications; one for contracted work, and one for work by agency forces.**

**.73 Reason(s) why the work to be performed by agency forces is considered cost-effective.**

The cost estimate for the competitive bidding work may be based on unit prices, including any related engineering and administrative costs necessary to prepare, monitor, and close the project. The unit prices shall be based on competitive bidding on comparable construction work in the same general locality.

The requesting agency shall submit the request to the Regional Highways and Local Programs Engineer.

The Project Development Checklist should be used to guide these projects.

## 61.8 Appendices

61.81 Sample Local Agency Force Preconstruction Conference

(Sample Agenda Outline)

I. Order of Work

II. Utilities and Railroads

a. Local Agency project engineer prepare list of affected services and representative to be contacted.

b. Underground service should be located.

c. Notification time required by organizations.

d. Insurance required, if any.

III. Traffic Control and Safety

a. Uniform Traffic Control Devices Manual will control signing.

b. Review and discussion of traffic control plan (TCP).

c. Safety control on structures.

d. Flagman should use standard paddle and vest and must be certified with flagman card.

e. Speed regulation of construction equipment.

f. Local Agency project engineer designate by name the individual responsible for construction traffic control.

g. Safety and health requirements.

h. Request police to report all construction zone accidents to the Local Agency engineer.

IV. Environmental Considerations

a. Commitment files.

b. Standard Specifications/Special Provisions.

V. General Construction Discussion

a. Local Agency engineer explains how he plans to pursue the work.

b. Review of anticipated construction problems.

# Chapter 62 Enhancement, Scenic Byways, and Safe Routes to School

## 62.1 General Discussion

All public agencies are allowed to administer projects funded by Enhancement, Scenic Byways, and Safe Routes to School programs. Agencies must follow the guidelines established by this chapter of the *LAG Manual*. Electronic access to the entire *LAG Manual* can be found at: http://www.wsdot.wa.gov/localprograms/LAG/.

Non-profit groups may administer projects that will not require design, the acquisition of property or construction (such as maps, educational programs, and corridor management plans). At the completion of the project the non-profit group shall provide a Certification Statement that the work has been completed in accordance with the approved project prospectus.

Administrative costs will need to be documented in order to be eligible for reimbursement. Funds may not be used for the ongoing administrative, operating or maintenance expenses of a non-profit organization or preparation of grant applications (e.g., general staffing, hosting and maintenance of a website, organizing and sponsoring annual promotional events or festivals, and costs associated with the fulfillment of individual information requests).

Projects within the Interstate right of way shall be designed and constructed in accordance with the Washington State Department of Transportation (WSDOT) guidelines and standards. WSDOT or a CA agency with oversight by the WSDOT must administer the project. For additional information see *Local Agency Guidelines* (LAG) Section 14.4.

Only public agencies are allowed to administer projects that include design, acquisition of property, or construction. All nonprofit groups must obtain a public agency sponsor for the project. The public agency sponsor will oversee the administration of the design, acquisition of property, and construction phases and provide the Certification Statement at the completion of the project.

## 62.2 Consultants

If the agency requires any consultant services, then LAG Chapter 31 needs to be followed. (Public agencies shall follow the rules outlined in LAG Chapter 31). If there are any questions, contact your Region Local Programs Engineer (LPE) for assistance. Non-CA agencies must have LPE concurrence prior to awarding a consultant contract.

Appendix 62.103 provides an example of selection criteria for evaluating planning consultants.

## 62.3 Design Standards

The design standards for roadway and pedestrian projects shall be at a minimum the City and County Design Standards which can be found in LAG Chapter 42. The design standards for bicycle or shared use facilities shall be the WSDOT *Design Manual*. The design documents are to be signed and stamped by a Professional Engineer Licensed in the State of Washington. All other projects shall be designed and approved in accordance with state law, and if applicable, in accordance with US Department of Interior Standards for Archeology and Historic Preservation, Volume 90 #140:44716.

**.35 Design Documentation and Approval.** For projects on the National Highway System (NHS), design documentation shall be in accordance with applicable sections of the WSDOT Design Manual. Please contact your Local Programs Engineer for guidance.

Local agency projects with work on, over, or below state highway routes may require design and traffic documentation approval from WSDOT as a separate step prior to completion of the Plans, Specifications and Estimate (PS&E) and Advertisement. Please contact your local Program Engineer to determine what design documentation is needed for your specific project, especially if working on intersections, between backs of curbs or within the paved roadway and shoulders.

## 62.4 Environmental

NEPA environmental documentation is required on all Right of Way and Construction projects. Most Enhancement, Safe Routes to School, and Scenic Byways projects will fall under the documented categorical exclusion (DCE) classification and require only the completion of an Environmental Classification Summary (ECS) form for NEPA documentation. DCEs typically are projects that a local agency is capable of preparing much of the necessary documentation with minimal direction. Detailed instructions on completing the ECS form are available in the ECS Guidebook, which can be downloaded from the H&LP's Environmental Web site. The Region Local Programs Engineers are the local agency's primary point-of-contact for advice to complete the ECS. When the initial draft of the ECS is completed, H&LP Environmental Engineers will review documents, provide technical assistance, and answer questions as needed.

When additional documentation is required to support the DCE determination, such as a biological assessment, cultural resources, and hazardous waste discipline reports, it is the responsibility of the local agency to prepare that documentation. Any additional documentation shall be prepared and submitted in accordance with LAG Chapter 24.

For those projects that require higher level NEPA documentation—Environmental Impact Statement (EIS) or Environmental Assessment (EA)—it is the responsibility of the local agency to prepare the NEPA document. Development of the EIS or EA shall be in accordance with the process outlined in LAG Chapter 24.

The local agency is responsible for ensuring compliance with SEPA and obtaining all applicable local, state, and federal permits.

## 62.5 Acquisition of Property

If the project requires additional right of way (the acquisition of land, buildings, or easements), the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 apply. If your agency is not a Certified Acceptance (CA) agency with approved Acquisition Procedures, contact your Region Local Programs Engineer for consultation and assistance prior to beginning any right of way processes.

## 62.6 Construction/Contract Documents

The contract documents for bids are required to incorporate federal requirements such as competitive bidding, DBE/EEO, and Buy America provisions, see 62.10 for the list of federal specifications. Projects within the highway, city street or county road right of way may require the inclusion of Davis Bacon prevailing wage rate. Please contact your Region Local Programs Engineer to determine if Davis Bacon prevailing wage rates apply. Contract documents shall be signed and stamped in accordance with state law.

Sole sourcing or use of trade names in specifications and on plans are discouraged and if used, is subject to the approval of the Region Local Programs Engineer.

Prior to advertising for publishing, manufacturing, and/or construction of a work product or project a copy of the PS&E, Scenic Byway Corridor Management Plans, interpretive signage, literature, etc., shall be provided to the WSDOT Region Local Program Engineer for final review and concurrence.

## 62.7 Advertising, Award, and Execution

The contract advertisement period is a minimum of two weeks. The agency will award and execute the contract to the lowest responsive bidder, unless the agency decides that all bids are to be rejected.

## 62.8 Certification Statement

After the completion of the contract and acceptance by the agency, a Certification Statement shall be provided to Region Local Programs Engineer. The Certification Statement must state that the work has been completed in accordance with the approved project prospectus and provide a Building Permit that has been signed off by the building inspector or must state that the work has been completed in accordance with the approved project prospectus, and applicable federal, state and local codes, public works contracting requirements and laws.

## 62.9 WSDOT's Final Inspection

After the contract work is completed, the Region Local Programs Engineer will conduct a final inspection of the project.

## 62.10 Federal Specifications

Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction

- 1-04.4 Changes
- 1-04.7 Differing Site Conditions (Changed Conditions)
- 1-07.11 Requirements for Nondiscrimination
- 1-08.1(1) Subcontractor Completion and Return of Retainage Withheld
- 1-08.9 Liquidated Damages

Washington State Department of Transportation's *General Special Provisions*

- GSP 0651.GR1 Buy America
- GSP 07112.GR1 EEO
- GSP 07112B.GR1 DBE Zero Goal (Race Neutral) or
- GSP 07112C.FR1 DBE Mandatory Goal (Condition of Award)
- GSP 0712.GR1 Federal Agency Inspection
- FHWA 1273 Federal Aid Contract Provisions
- Davis Bacon Federal Wage Rates, if applicable.

## 62.100 Appendices

62.101 Project Administration Review (PAR)

62.102 Project Standards

62.103 Sample Criteria for Evaluating Planning Consultants

- Does project include design, acquisition of property or construction? Yes/No
- Were Consultant services required? Yes/No
    - o If Yes, was LAG Chapter 31 followed Yes/No
- Design Document Dated _____
- NEPA approved _____
- Property Acquired Yes/No
    - o If yes, Right of Way Certification Dated _____
- Construction with in-house forces Yes/No
    - o If yes, PIF dated _____
- Advertisement Period No. of Weeks _____
- Certification Statement dated _____
- Change Orders
- Bill review

| Work Type | Funding | ① Design | Environ-mental | Civil Rights | Right of Way | ① Plans, Specs and Estimates | ①②③ Bid Procedures | Construction Contract Admin | Notes |
|---|---|---|---|---|---|---|---|---|---|
| Bicycle Lanes and Paths | See LAG Manual Chapters 14, 21, and 23 | WSDOT Design Manual per RCW 35.75.06 and 36.75.24 | See LAG Manual Chapter 24 | See LAG Manual Chapters 26, 27, and 28 | See LAG Manual Chapter 25 | See LAG Manual Chapter 44 or as approved by the Region Local Program Engineer | See LAG Manual Chapters 43 and 46 and RCW 39.04 Small Works Bidding | ② All agencies must supply a certifying statement | ① Prior to advertisement, a copy of the Plans, Specifications and Estimate shall be provided to the WSDOT Region Local Program Engineer for review and concurrence. |
| Landscaping and Irrigation | | Per agency adopted standards | | | | | | ② ⇩ | ② All agencies must supply a Certification Statement that the work has been completed in accordance with the project application, plans, specifications, and all applicable state and local codes, public work contracting requirements and laws. |
| Public Roads and Dual Use Bicycle Pedestrian Lanes | | LAG Manual Chapter 42 | | | | | | WSDOT/APWA Standard Specifications. WSDOT Construction Manual, LAG Manual Chapter 52 | |
| ③ Bicycle Facilities (lockers, racks, etc.) | | Per Agency Adopted Standards | | | | | | Per Uniform Building Codes (permit requirments, inspections, materials, etc.) | ③ For Projects that involve procurement and installation refer to: |
| Structures | | WAC 51-11 to 30 RCW 9.27 State Building Codes | | | | | | ⇩ | RCW 36.32 - Counties |
| ③ Bus Shelters | | Per Agency Adopted Standards, 49 CFR 37APPA, and all current ADA standards | | | | | | | RCW 35.23 - Cities and |
| Archeology and Historic Preservation | | US Dept Interior Stds. For Archeology and Historic Preservation Volume 90 #140:44716 SHPT (360)407-0771 | | | | | | | RCW 39.04 - Municipalities |
| Buildings Utilities | | WAC 51-11 to 30 RCW 9.27 State Building Codes | | | | | | | |
| Sidewalks, Paths and Trails | | LAG Manual Chapter 42 and all current ADA Standards | | | | | | | |
| Water Craft | | Maritime Standards of Sea Worthiness | | | | | | ④ Per US Coast Guard Codes (permit requirements, inspections, materials, etc.) | ④ All agencies must supply US Coast Guard final inspection and acceptance documentation. This will serve as final inspection. |

# Appendix 62.103 Sample Criteria for Evaluating Planning Consultants

The following criteria is provided to assist local agencies when using Federal Highway Administration (FHWA) funds for transportation planning projects required to comply with Chapter 62 of the Local Agency Guidelines. Once a selection process has been completed, the selection criteria used and the results of the evaluation shall be submitted to the Region Local Programs Engineer for concurrence Please include the Federal Aid Project Prospectus for Planning Scope of Work with the submittal.

## Scoring Criteria: Qualifications and Expertise of Firm Minimum 0 points and Maximum 20 points

- List the type of expertise that your firm provides.
- How long has your firm provided these types of expertise.
- Provide the number of employees that your proposed team has in Washington state and nationwide.
- Provide the organization chart of your firm and include the respective roles that each employee will provide for the team.
- Provide a table identifying current availability of key staff (in hours per month) and resources for this project.
- Describe up to three projects that your firm has completed within the last three years that demonstrate your firm's expertise needed for this project. Include services provided and the total dollar value for each project.

## Scoring Criteria: Qualifications of Proposed Project Manager(s) Minimum 0 points and Maximum 20 points

- Describe up to three examples for each proposed project manager that demonstrates his/her prior experience as a project manager on a federally funded or similar project. Include the dates of each project; the name of the client/organization for each project; list the project manager's responsibilities and tasks on each project that demonstrate the expertise needed for this project.
- Describe the project manager's familiarity with relevant state and federal policies, regulations, and procedures.
- Provide a listing of professional licenses/accreditations for each proposed project manager (i.e., AICP, PE); include the year that each license/accreditation was received. Please include the licenses/accreditations valid in the State of Washington only.

## Scoring Criteria: References/Past Performances
## Minimum 0 points and Maximum 20 points

- Provide a minimum of three and a maximum of five performance evaluations for similar projects that are either currently active projects or have had a completion date within the last three years.
- If your firm currently has performance evaluations on file with WSDOT, and you wish to use those evaluations, please state in your submittal that you wish to use the performance evaluations that WSDOT has on file for your firm.

## Acronyms

**AASHTO** — American Association of State Highway and Transportation Officials

**ACHP** — Advisory Council on Historic Preservation

**ACP** — Asphalt Concrete Pavement

**ADA** — Americans with Disabilities Act

**ADT** — Average Daily Traffic

**AG** — Agricultural

**AG** — Attorney General

**AGC** — Associated General Contractors

**AMRL** — AASHTO Materials Reference Laboratory

**ANSI** — American National Standards Institute

**APBP** — Association of Pedestrian and Bicycle Professionals

**APE** — Area of Potential Effects

**APWA** — American Public Works Association

**ATB** — Asphalt Treated Base

**BA** — Biological Assessment

**BE** — Biological Evaluation

**BIC** — Bridge Inspection Committee

**BFRC** — Benton-Franklin Regional Council

**BMP** — Best Management Practices

**BMS** — Bridge Management System

**BO** — Biological Opinion

**BRAC** — Bridge Replacement Advisory Committee

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

**CA** — Certification Acceptance

**CAAA** — Clean Air Act Amendments of 1990

**CAO** — Critical Area Ordinance

**CAPP** — County Arterial Preservation Program

**CCIS** — Construction Contracts Information System

**CCRL** — Cement and Concrete Reference Laboratory

**CE** — Construction Engineering

**CE (NEPA)** — Categorical Exclusions

**CE (SEPA)** — Categorical Exemptions

**CEQ** — Federal Council on Environmental Quality

**CFDA** — Catalog of Federal Domestic Assistance

**CFR** — Code of Federal Regulations

**CM/AQ** — Congestion Mitigation and Air Quality Program

**CMS** — Congestion Management System

**COA** — Condition of Award

**COE** — U.S. Army Corps of Engineers

**COG** — Council of Governments

**CRAB** — County Road Administration Board

**CRS**— Cultural Resource Survey

**C3R** — Close, Repair, Rehabilitate, or Replace

**CTR** — Commute Trip Reduction

**CUF** — Commercially Useful Function (DBE)

**CZMP** — Coastal Zone Management Program

**CZMA** — Coastal Zone Management Act

**DAF** — Damage Assessment Forms

**DB** — Disadvantaged Business

**DBE** — Disadvantaged Business Enterprise

**DCE** — Documented Categorical Exclusion

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

**DEIS** — Draft Environmental Impact Statement

**DFO** — Disaster Field Offices

**DHV** — Design Hourly Volume

**DIR** — Damage Inspection Report

**DNR** — Department of Natural Resources

**DNS** — Declaration of Non-Significance (SEPA Document)

**DOC** — Federal Department of Commerce

**DOE** — Washington State Department of Ecology

**DOI** — Federal Department of the Interior

**DOT** — Federal Department of Transportation (same as USDOT)

**DPS** — Distinct Population Segment

**DRM** — Disaster Recovery Manager

**DSR** — Damage Survey Reports

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

**DT** — Diagnostic Team

**DV** — Determination of Value

**EA** — Environmental Assessment; Economic Area

**EAC** — Enhancement Advisory Committee

**ECR** — External Civil Rights

**ECS** — Environmental Classification Summary

**EEO** — Equal Employment Opportunity

**EFH**— Essential Fish Habitat

**EIS** — Environmental Impact Statement

**EMD** — Emergency Management Division

**EO** — Executive Order

**EPA** — Federal Environmental Protection Agency

**EPM** — Environmental Procedures Manual

**EQA** — Environmental Quality Administrator

**ER** — Emergency Relief

**ERFO** — Emergency Relief for Federally-Owned Lands

**ESA** — Endangered Species Act

**ESU** — Evolutionarily Significant Unit

**FA** — Federal Aid

**FAA** — Federal Aviation Administration

**FAPG** — Federal Aid Policy Guide

**FBD** — Ferry Boat Discretionary

**FCR** — Final Cost Report

**FEIS** — Final Environmental Impact Statement

**FEMA** — Federal Emergency Management Agency

**FERC** — Federal Energy Regulatory Commission

**FFRF** — Federal Forest Reserve Fund

**FHWA** — Federal Highway Administration

**FLH** — Federal Lands Highway

**FMIS** — Federal Management Information System

**FMSIB** — Freight Mobility Strategic Investment Board

**FMV** — Fair Market Value

**FONSI** — Finding of No Significant Impact

**FTA** — Federal Transit Administration

**FWCA** — Fish and Wildlife Coordination Act

**FWPCA** — Federal Water Pollution Control Act

**F&WS** — Federal Fish and Wildlife Service (also USFWS)

**GAR** — Governor's Authorized Representative

**GMA** — Growth Management Act

**GSP** — General Special Provisions

**HBRRP** — Highway Bridge Replacement and Rehabilitation Program

**HHS, HES** — High Hazard Safety and Hazard Elimination & Safety Programs

**HOV** — High-occupancy Vehicle

**HPA** — Hydraulic Project Approval

**HPR** — Highway Planning and Research Projects

**HQ** — Headquarters

**HRM** — Highway Runoff Manual

**HUD** — Federal Department of Housing and Urban Development

**H&LP** — Highways and Local Programs

**IC** — Interstate Completion

**IDT** — Interdisciplinary Team

**IM** — Instructional Memorandum (FHWA document)

**IM** — Interstate Maintenance

**IMS** — Intermodal Management System

**ISTEA** — Intermodal Surface Transportation Efficiency Act of 1991

**ITE** — Institute of Transportation Engineers

**KP** — Kilometer Post

**LA** — Local Agency

**LAG** — Local Agency Guidelines

**LF** — Load Factor

**LPA** — Local Public Agency

**LPE** — Local Programs Engineer

**LRFD** — Load and Resistance Factor Design

**LRP** — Long-Range Plan

**LTAA** — Likely To Adversely Affect

**LTAP** — Local Technical Assistance Program

**L&I** — Washington State Department of Labor and Industries

**MOA** — Memorandum of Agreement

**MP** — Milepost

**MPO** — Metropolitan Planning Organization

**MSA** — Metropolitan Statistical Area

**MSD** — Material Sources Data

**MUTCD** — Manual on Uniform Traffic Control Devices

**NAAQS** — National Ambient Air Quality Standards

**NACHP** — National Advisory Council for Historic Preservation

**NBI** — National Bridge Inventory

**NBIS** — National Bridge Inspection Standards

**NCHRP** — National Cooperative Highway Research Program

**NEPA** — National Environmental Policy Act; see also SEPA

**NHPA** — National Historic Preservation Act

**NHS** — National Highway System

**NICET** — National Certification in Engineering Technologies

**NLTAA** — Not Likely To Adversely Affect

**NMFS** — National Marine Fisheries Service

**NOAA** — National Oceanic & Atmospheric Administration

**NPDES** — National Pollutant Discharge Elimination System

**NPS** — National Park Service of the Federal Department of the Interior

**NR** — New/reconstruction

**NWPMA** — Northwest Pavement Management Association

**NWP** — Nationwide Permit (U.S. Army Corps of Engineers)

**OA** — Obligation Authority

**OAHP** — Office of Archaeological and Historic Preservation

**OEO** — WSDOT's Office of Equal Opportunity

**OFCCP** — Office of Federal Contract Compliance Programs (U.S. Department of Labor)

**OFM** — Washington State Office of Fiscal Management

**OJT** — On-the-Job Training

**OMB** — Federal Office of Management and Budget

**OMWBE** — Washington State Office of Minority and Women's Business Enterprise

**OST** — Office of the Secretary of Transportation

**PCAA** — Washington State Planning and Community Affairs Agency

**PCC** — Portland Cement Concrete

**PDA** — Preliminary Damage Assessment

**PDEIS** — Preliminary Draft Environmental Impact Statement

**PE** — Preliminary Engineering; also Professional Engineer

**PFE** — Project Funding Estimate

**PL** — Public Law

**PM** — Project Manage

**PM-10** — Particulate Matter - 10 Microes

**PMR** — Project Management Review

**PMS** — Pavement Management System

**P&PSC** — Planning and Programming Service Center

**PPM** — Policy and Procedure Memorandum

**PR** — Preliminary Report

**PSRC** — Puget Sound Regional Council

**PS&E** — Plans, Specifications, and Estimate

**PTMS** — Public Transportation Management System

**RCW** — Revised Code of Washington

**RFP** — Request for Proposal

**RFQQ** — Request for Quotation and Qualification

**RLPE** — Region Local Programs Engineer

**ROD** — Record of Decision

**RRP, RRS** — Railway-Highway Grade Crossing

**RTPO** — Regional Transportation Planning Organization

**R&D** — Research and Development

**R/R** — Railroad, Railway

**R/W** — Right-of-Way

**SCS** — Soil Conservation Service (US Department of Agriculture)

**SDWA** — Safe Drinking Water Act

**SEIS** — Supplemental Environmental Impact Statement

**SEPA** — State of Washington Environmental Policy Act

**SHPO** — (Washington) State Historical Preservation Officer

**SIP** — State Implementation Plan

**SMS** — Safety Management System

**SMSA** — Standard Metropolitan Statistical Area

**SOV** — Single Occupancy Vehicle

**SRTC** — Spokane Regional Transportation Council

**SSP** — Stormwater Site Plan

**STIP** — Statewide Transportation Improvement Program

**STP** — Surface Transportation Program

**STRAHNET** — Strategic Highway Network

**SWIBS** — State of Washington Inventory of Bridges and Structures

**SWRTC** — Southwest Washington Regional Transportation Council

**SWW** — Southwest Washington

**TCP** — Traffic Control Plan

**TCM** — Transportation Control Measures

**TCP** — Traditional Tribal Property

**TDM** — Transportation Demand Management

**TEA-21** — Transportation Equity Act for the 21st Century

**TESC** — Temporary Erosion & Sedimentation Control

**TESC** — The Evergreen State College

**THPO** — Tribal Historic Preservation Officer

**TIB** — Transportation Improvement Board

**TIP** — Transportation Improvement Program

**TMA** — Transportation Management Areas

**TMS** — Traffic Monitoring System

**TRB** — Transportation Research Board

**TRICO** — Tricounty

**TRPC** — Thurston Regional Planning Council

**TSM** — Transportation System Management

**TSME** — Transportation Systems Management Element

**TS&L** — Type, Size, and Location Stage of Design

**TTP** — Traditional Tribal Property

**T2** — Technology Transfer

**UBIT** — Under Bridge Inspection Truck

**USC** — United States Code

**USDA/USDOA** — United States Department of Agriculture

**USDOL** — United States Department of Labor

**USDOT** — United States Department of Transportation (same as DOT)

**USFS** — United States Forest Service

**USFWS** — United States Fish and Wildlife Service (also F&WS)

**UZA** — Urbanized Area

**VE** — Value Engineering

**WAC** — Washington Administrative Code

**WBE** — Women's Business Enterprise

**WCOG** — Whatcom Council of Governments

**WDFW** — Washington State Department of Fish and Wildlife

**WOAP** — Work Order Accounting Plan

**WRIA** — Water Resource Inventory Area

**WS** — Working Stress

**WSBIS** — Washington State Bridge Inspection System

**WSDES** — Washington State Department of Emergency Services

**WSDOT** — Washington State Department of Transportation

**WSEO** — State of Washington Energy Office

**WST2** — Washington State Technology Transfer

**WUTC** — Washington Utilities and Transportation Commission

**YVCOG** — Yakima Valley Council of Governments

**2-R** — Resurfacing and Restoration

**3-R** — Resurfacing, Restoration, and Rehabilitation

## Glossary of Terms

**ADA** — The Americans with Disabilities Act of 1990 which mandates sweeping changes in building codes, transportation, and hiring practices to prevent discrimination against persons with disabilities, not just in projects involving federal dollars, but all new public places, conveyances, and employers.

**Ad and Award** — Advertising and award of a construction contract. Includes all aspects of contract administration.

**Administrative Settlement** — A negotiated settlement of a right of way acquisition case in which the acquiring agency has administratively approved payment in excess of fair market value as shown on the agency's approved determination of value (DV).

**Agency Administrator** — A local agency official empowered by position or delegated the authority to administer transportation projects.

**Agency-Force Work** — Construction work done by an agency's employees, or by one public agency for another.

**Annual Average Daily Traffic (AADT)** — The estimate of typical daily traffic on a road segment for all days of the week, Sunday through Saturday, over the period of one year.

**Annual Element** — The first year of a local agency's six-year Street or Road Program which is reviewed each year by the Areawide Clearinghouse to ensure intergovernmental coordination of transportation programs.

Annual Seasonal Factors — The set of 12 factors, one for each month of the year, that is used to adjust coverage counts to estimates of AADT. Annual seasonal factors make use of the full year's data collected by continuous counters.

**Approval Authority** — The position title designated in the Certification Acceptance Qualification Agreement as responsible for approving a document or stage of a federal aid transportation project.

**APWA Amendments** — A supplement to the WSDOT/APWA Standard Specifications.

**Areawide Clearinghouse** — A regional planning agency that reviews the transportation programs of constituent agencies to ensure areawide coordination.

**Automatic Traffic Recorder** — A device that records the continuous passage of vehicles across all lanes of a given section of roadway by hours of the day, days of the week, or months of the year.

**CA** — Certification Acceptance, the process of approving local agencies to administer their federal aid transportation projects.

**CAAA** — The Clean Air Act Amendments of 1990 identify "mobile sources" (vehicles) as primary sources of pollution and call for stringent new requirements in metropolitan areas and states where attainment of National Ambient Air Quality Standards (NAAQS) is or could be a problem.

**CE (NEPA)** — Categorical exclusions, actions that do not individually or cumulatively have a significant effect on the environment.

**CE (SEPA)** — Categorical exemptions, actions that do not individually or cumulatively have a significant effect on the environment. CEQ — Federal Council on Environmental Quality.

**CFR** — The codified administrative regulations of the federal government.

**CM/AQ** — The Congestion Mitigation and Air Quality Program is a $6 billion funding program contained in Title I of ISTEA. Funds are provided for projects and activities which reduce congestion and improve air quality.

**CMS** — Congestion Management Systems require large metropolitan areas (200,000 population or more) and states to develop management plans which make new and existing transportation facilities more effective through the use of travel demand management and operational management strategies.

**COG** — Council of Governments is a voluntary consortium of local government representatives, from contiguous communities, meeting on a regular basis and formed to cooperate on common planning and to solve common development problems of their area.

**C3R** — Close, repair, rehabilitate, or replace options to improving existing public bridges.

**CTR** — The Commute Trip Reduction which requires major employers in the eight most populated counties in the state to take measures to reduce the number of single occupant vehicle (SOV) trips and the number of vehicle miles traveled (VMT) by their employees.

**City/County, Local Agency, or Agency** — Any municipal corporation within the state of Washington.

**Class I Projects** — Those projects likely to have a significant impact and requiring an EIS.

**Class II Projects** — Those projects with no significant impact and excluded from environmental documentation requirements.

**Class III Projects** — Those projects in which the significance of impacts is not established. Such projects require an EA to evaluate the extent of the project impacts.

**Coastal Zone Management** — Applicants for federal permits or licenses must certify that their project will comply with the State Coastal Zone Management Program (Shoreline Management Act—RCW 90.58—applies to projects within 61 m (200 feet) of a shoreline).

**Coast Guard Permit** — A permit issued by the Coast Guard for all structures in navigable waterways (Rivers and Harbors Act (33 USC9).

**Commitment File** — A file containing a summary of local agency commitments made to other agencies or groups during project development which will be incorporated into the design and construction of a project.

**Community** — A major subdivision of a municipality, composed of neighborhoods, considered as a unit for planning purposes.

**Completion Letter** — A letter from the local agency Engineer notifying the construction contractor that a project is complete. A letter from the local agency notifying the Regional Highways and Local Programs Engineer that the project is complete subject to inspection, audit, and acceptance by the state. The letter is required on competitive bid contracts and local agency force projects.

**Construction** — Those activities that are involved in the building of a new road facility or improvement of an existing facility to a higher geometric or structural standard or serve to increase the capacity or efficiency of an existing facility.

**Consultant** — An individual, public or private organization or institution of higher learning having expertise in professional disciplines applicable to transportation programs.

**Consultant Service** — Utilization of professional expertise external to an agency, on a contract basis, to perform a specific study, project, or task. Does not include personal-service contracts for routine, continuing, and necessary tasks.

**Continuous Counter** — An automatic traffic recorder that operates continuously for all hours of a year.

**Corridor Hearing** — See location hearing.

**Coverage Count** — A traffic count taken as part of the requirement for system-level estimates of traffic. The count is typically short-term, and may be volume, classification, or weigh-in-motion.

**DBE** — Disadvantaged business enterprise, a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and

daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**Declaration of Non-significance (SEPA Document)** — The written decision by the agency administrator that a proposal will not have a significant environmental impact and no EIS is required (WAC 197-11-340).

**Declaration of Significance (SEPA Document)** — The written decision by the agency administrator that a proposal could have significant adverse impact and, therefore, requires an EIS (WAC 197-11-340).

**DEIS** — Draft Environmental Impact Statement, a document identifying a course of action, alternative actions, analysis of the environmental impacts of alternates considered, and proposed mitigation of impacts. The DEIS is circulated to other agencies and the public for review and comment.

**Design Hearing** — A public hearing to examine the design features of a proposed transportation facility.

**Design Report** — A formal documentation of design considerations and conclusions reached in the development of a project. The design report is prepared to record the evaluations of the various disciplines which result in design recommendations. This report is then reviewed and, upon concurrence, results in approval of the design. For most projects, the Project Prospectus serves as the design report.

**Determination of Value** — The agency's approved fair market value of a right of way acquisition.

**Deviation or Design Deviation** — Departure from applicable design standards.

**Discipline Report** — A report documenting findings concerning impacts of a project relative to an individual area of expertise (e.g., botany, acoustics, sociology). The report evaluates the impacts of the proposal and, where appropriate, includes recommendations concerning the course of action considered most desirable to fulfill the requirements of environmental laws and regulations addressed by the discipline.

**DNS** — Declaration of Non-Significance (SEPA Document), the written decision by the agency administrator that a proposal will not have a significant environmental impact and no EIS is required (WAC) 197-11-340).

**Draft Environmental Impact Statement (DEIS)** — A document identifying a course of action, alternative actions, analysis of the environmental impacts of alternates considered, and proposed mitigation of impacts. The DEIS is circulated to other agencies and the public for review and comment.

**EA** — Environmental Assessment, a document prepared for federally funded, permitted, or licensed projects, that are not categorical exclusions (CE) but do

not appear to be of sufficient magnitude to require an EIS. The EA provides sufficient analysis and documentation to determine if a Finding of No Significant Impact (FONSI) can be adopted or if an EIS must be prepared.

**EAC** — The Enhancement Advisory Committee sets criteria for projects to receive funding from the Surface Enhancements Program and advises WSDOT in project selection.

**EEO** — Equal Employment Opportunity. A general term referring to all contract provisions relative to EEO.

**EIS** — Environmental Impact Statement, a detailed written statement of project environmental effects required by state and/or federal law. This term refers to either a Draft or Final Environmental Impact Statement, or both, depending on context.

**Environmental Checklist (SEPA Document)** — A local agency document used to determine whether an action will significantly impact the environment. The checklist form contained in WAC 197-11-960 is used for all actions not categorically exempt or not clearly requiring an EIS.

**Environmental Document** — A term used for any document that identifies the social, economic, and environmental effects of a proposed action.

**ER** — Emergency Relief, a federal aid funding program administered by FHWA and WSDOT.

**ESU** — Evolutionarily Significant Unit. A designation the National Marine Fisheries (NMFS) uses for certain, genetically unique, local salmonid populations or "runs." These designations are treated as individual species under the act.

**Fair Offer** — An offer to acquire real property for just compensation, which is the approved appraisal of the property's fair market value.

**Federal Aid Requirement Checklist** — A list of requirements for acquiring right-of-way on federal aid projects.

**Federal Aid Project Prospectus** — Page 1 is used for the FHWA federal aid programing purposes. Pages 2 and 3 give the state and FHWA additional information about the proposed project.

**FEIS** — Final Environmental Impact Statement, a document containing an evaluation of the course of action that an agency intends to follow. It contains the same information required for the DEIS, with appropriate revisions reflecting comments received from circulation of the DEIS and from public meetings.

**Final Estimate** — An estimate of the total cost of a project prepared after completion of the construction contract and used as the basis for final payment to the contractor.

**Financial Responsibility Letter** — A letter from the local agency approving authority advising the Highways and Local Programs Engineer that a construction contract may be awarded and that the agency will arrange for project funding above the amount in the current Local Agency Agreement.

**Flood Hazard** — Construction affecting a flood-control zone, through flooding, erosion, or deposition of materials.

**Flood Control Zone** — A zone subject to flooding, as defined on maps available from the WSDOT Regional Highways and Local Programs Engineer. FONSI — Finding of No Significant Impact, a federal lead-agency document presenting the reasons why a proposal will not significantly affect the environment and an EIS will not be prepared. The FONSI includes the EA and references any other related environmental documents.

**Force-Account Work** — Construction work not covered in the contract documents and of a type not amenable to definition by a change order. Force-account reimbursement is used when it is difficult to provide adequate measurement or to estimate the cost of certain items of work. The contractor is reimbursed for the cost of the work plus profit using established weighted wage rates, equipment-rental rates, and the invoice cost of materials.

**Foreslopes** — The roadway fill slope or ditch in slope.

**Functional Classification** — The roadway classifications referred to in this manual are the federal functional classifications shown on the official functional class maps prepared by the Planning and Programming Service Center of WSDOT. Examples: principal arterial, minor arterial, collector arterial.

**Functional Classification** — The grouping of streets and highways into classes, or systems, according to the character of service they are intended to provide. The recognition that individual roads do not serve travel independently and most travel involves movement through a network of roads is basic to functional classification.

**Functional System** — Highways of a similar type as determined by functional classification.

**FTA** — Federal Transit Administration (formerly the Urban Mass Transit Administration, UMTA).

**FWS** — Is an abbreviated acronym for USFWS (the United States Fish and Wildlife Service).

**GSP** — General Special Provisions, construction contract specifications supplementing the Standard Specifications.

**Hearing Summary** — Summary of comments received from the hearings and those received from the evaluation of the DEIS.

**Highway Traffic Data** — Estimates of the amounts of person or vehicular travel, vehicle usage, or vehicle characteristics associated with a system of highways or with a particular location on a highway. These types of data include estimates of the number of vehicles traversing a section of highway or system of highways during a prescribed time period (traffic volume), the portion of such vehicles that may be of a particular type (vehicle classification), the weights of such vehicles including weight of each axle and associated distances between axles on a vehicle (vehicle weight), or the average number of persons being transported in a vehicle (vehicle occupancy).

**HHS, HES** — Hazard Elimination, a federal aid funding program administered by FHWA and WSDOT.

**HOV** — High-occupancy vehicle, e.g. bus, van, carpool.

**HPA** — Hydraulic Power Approval permit is issued by the Washington Department of Fish and Wildlife. The Hydraulic Code (RCW 75.20.100-160) requires that any person, organization, or government agency wishing to conduct any construction activity in or near state waters must do so under the terms of a permit (the Hydraulic Project Approval - HPA, to be exact) issued by the Washington State Department of Fish and Wildlife. State waters include all marine waters and fresh waters of the state.

**IDT** — Interdisciplinary Team, a team composed of appropriate disciplines that identifies and evaluates social, economic, and environmental impacts of proposed projects.

**Improvement** — Betterment in traffic service without major changes in the existing facility. This includes widening, signals, illumination, curbs, gutters, drainage, sidewalks, and other items which add value to the existing facility.

**ISTEA** — Intermodal Surface Transportation Efficiency Act of 1991.

**Lead Agency** — A federal, state, or local agency taking primary responsibility for preparing an environmental document.

**Liquidated Damages** — Amounts of money to be assessed against a contractor for late completion. These amounts must be related to the actual damages suffered by the owner because of the late completion.

**Local Agency Agreement** — An agreement to allocate federal funds to a transportation project. Negotiated between a local agency and WSDOT.

**Local Agency, City/County, or Agency** — Any municipal corporation within the state of Washington.

**Local Match** — That portion of a project's cost paid for with local agency funds.

**Location Hearing** — A public hearing to examine the location of a proposed transportation facility, also called corridor or route hearing.

**LRP** — Long-Range Plan is a 20-year forecast plan, now required at both the metropolitan and state levels, which must consider a wide range of social, environmental, energy, and economic factors in determining overall regional goals and how transportation can best meet these goals.

**Maintenance** — Those activities that ensure that the right-of-way and each type of roadway, roadway structure and facility remain, as nearly as practical in its original, as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

**Matching Funds** — See local match.

**MPO** — Metropolitan Planning Organization is the agency designated by the Governor (or governors in multistate areas) to administer the federally required transportation planning in a metropolitan area. An MPO must be in place in every urbanized area over 50,000 population. The MPO is responsible for the long-range plans and the transportation improvement program. The official name for an MPO may also be Council of Governments, Planning Association, Planning Authority, Regional or Area Planning Council, Regional or Area Planning Commission.

**MUTCD** — Manual on Uniform Traffic Control Devices for Streets and Highways, USDOT and FHWA.

**MSA and CMSA** — Metropolitan Statistical Area is the census classifications for areas having a population over 50,000. The MSA may contain several urbanized areas, but contains one or more central city or cities. When the commuting patterns of two MSAs have caused them to merge, the result is a Consolidated Metropolitan Statistical Area (CMSA).

**NAAQS** — National Ambient Air Quality Standards were set by the Environmental Protection Agency to define air pollution. EPS established **NAAQS** measures for six pollutants: carbon monoxide, ozone, particulate matter, lead, sulfur dioxide, and nitrous oxide.

**Neighborhood** — A secondary subdivision of a municipality, a portion of a community, considered as a unit for planning purposes.

**New Construction** — The building of a new roadway or structure on substantially new alignment, or the upgrading of an existing roadway or structure by the addition of one or more lanes. If 50 percent or more of the

project length involves vertical or horizontal alignment changes, the project is new construction. The following types of projects are not classed as new construction, and the 3-R standards apply:

- Modernization of an existing street or road by resurfacing, widening lanes, adding shoulders, or adding turn lanes at intersections.
- Temporary replacement of a street or roadway, immediately after the occurance of a natural disaster or catastrophic failure, to restore the facility for the health, welfare, and safety of the public.

**Nonparticipating Items** — Items of project work that are not a part of the federal aid funding.

**Notice of Intent** — A federal notice, printed in the Federal Register, advising that an EIS will be prepared and considered for a proposal.

**Obligation Authority** — Under ISTEA, it is vested with WSDOT except for STP funded projects within TMA boundaries.

**Opportunity for Hearing** — Soliciting public interest in holding a hearing by publishing notice.

**PL** — Public law, the designation for a law passed by the U.S. Congress before codification into the USC.

**P&PSC** — Planning and Programming Service Center. WSDOT's branch responsible for coordinating with local agencies on planning issues.

**PONTIS** — A bridge management system created cooperatively by FHWA, the state of California, and six "technical advisory" states. Meets ISTEA requirements.

**Prequalifying Prospective Bidders** — A process by which a contracting agency in advance of considering, opening, or accepting bids, or in advance of issuing bid proposals, establishes limitations on amounts and types of work contractors are permitted to bid on and to have underway at one time.

**Preservation** — Those specialized maintenance activities that serve to extend the originally estimated useful life of each type of roadway, roadway structure and facility but do not increase its capacity or efficiency.

**Progress Billing** — A request from a local agency or contractor to WSDOT for state/federal reimbursement for work completed on a federal aid transportation project during a defined time period.

**Progress Estimate** — An estimate of the total amount of work completed by a contractor as of the estimate date listed by work item.

**Progress Payment** — A payment by a public agency to a consultant or construction contractor for work completed on a federal aid transportation project during a defined time period.

**Project** — An undertaking to construct.

**Project Application Checklist.**

**Project Engineer** — The person designated by a local agency to oversee development of a project.

**Project Management Review (PMR)** — A review of an agency's project administration conducted by the WSDOT Highways and Local Programs Operations personnel.

**Project Prospectus** — A document prepared by a local agency and submitted to WSDOT describing a proposed transportation project. Used to support authorization of federal funds.

**Proprietary Specifications** — Those referring to specific products by trade name and model.

**Proximity Damages** — An element of severance damages caused by the proximity of the remainder of a land parcel to the improvement being constructed, such as a highway. It may also arise from proximity to an objectionable site or improvement, or from all causes such as dirt, noise, or vibration.

**Public Involvement Plan** — A required, integral part of an environmental study plan which outlines procedures for presenting information to the public, obtaining public comment, and considering public opinion.

**Quad County (Quad-Co)** — A Regional Transportation Planning Organization that includes Adams, Grant, Kittitas, and Lincoln Counties.

**Qualifying Low Bidders** — A process by which a contracting agency proceeds, after bid opening, to consider the qualifications of the apparent low bidder to perform the work.

**Record of Decision** — A document prepared by the federal lead agency, after an EIS has been completed, outlining the final decision on a proposal. It identifies the decision, alternatives considered, and measures to minimize harm; and it outlines a monitoring or enforcement program.

**Regional Administrator** — The Engineer in charge of each of the six transportation regions in the state.

**Regional Representative** — A designee of the Regional Administrator responsible for WSDOT monitoring of a federally-assisted local agency project.

**Region Highways and Local Programs Engineer** — The region's designated representative for local agency and WSDOT liaison.

**Rehabilitation** — Similar to "Restoration" except the work may include reworking or strengthening the base or subbase, recycling or reworking existing materials to improve their structural integrity, adding underdrains, improving or widening shoulders. Rehabilitation may include acquisition of additional right of way.

**Relocation Plan** — A plan for relocating persons and personal property displaced by public projects.

**Remainder** — The portion of a land parcel not acquired for public right-of-way.

**Repair** — Replacement or rebuilding of a facility which is worn out, destroyed, or damaged. Repair includes overlays 18-mm (0.75-inch) thick or thicker. Crushed surfacing placed to 18-mm (0.75-inch) thick or thicker and covering more than 10 percent of the original surface area may be considered repair.

**Restoration** — Work performed on pavement or bridge decks to render them suitable for resurfacing. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability, and widening up to a total of 3 meters (10 feet). Restoration will generally be performed within the existing right-of-way.

**Resurfacing** — The addition of a layer or layers of paving material to provide additional structural integrity, improved serviceability, and rideability.

**Right-of-Way Certification** — A letter from a local agency to the Highways and Local Programs Engineer certifying that right of way has been acquired in accordance with federal regulations.

**Right-of-Way Project Analysis** — WSDOT Form 262-060 required on all federal aid projects as part of the R/W Certification.

**Roadway Width** — The portion of a street or road, between curbs or including shoulders, intended for vehicular use. This definition is for use in Design Standards only.

**ROD** — Record of Decision, a document prepared by the federal lead agency, after an EIS has been completed, outlining the final decision on a proposal. It identifies the decision, alternatives considered, and measures to minimize harm; and it outlines a monitoring or enforcement program.

**Route Hearing** — See location hearing.

**RRP, RRS** — Railway-Highway Grade Crossing, a federal aid funding program administered by FHWA and WSDOT.

**Rural Area** — Any land area outside the boundaries of the federally-designated urban areas as shown on the official urban area maps on file at WSDOT.

**Scoping** — A process for identifying issues and alternatives for an EIS.

**Section 4(F) Evaluation** — A document presenting the consideration, consultations, mitigative measures, and alternatives studied for the use of properties identified in Section 4(F) of the U.S. Department of Transportation Act as amended (49 USC 1653H).

**Section 4(F) Lands** — Generally, public parks, recreation areas, wildlife refuges, and historic sites.

**See Effects** — Social, economic, and environmental effects.

**SEPA Checklist** — See "environmental checklist."

**Severance Damages** — The reduction of the market value of a remaining area because of a partial acquisition of property or property rights (damage to the remainder). See also proximity damages.

**Shoreline Management** — See Coastal Zone Management.

**Six-Year Road or Street Program** — See TIP.

**Small Business Concern** — A small business as defined according to Section 3 of the Small Business Act and other relevant regulations.

**Small Purchase Procedures** — Procedures to utilize external personal service or equipment rental for routine, continuing, and necessary tasks.

**Socially And Economically Disadvantaged Individuals** — Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. These individuals must be U.S. citizens or lawfully admitted permanent residents.

**Special Provisions** — A portion of the construction contract specifications separate from the General Provisions and covering conditions unique to a specific project.

**Standard Specifications** — Sets of typical construction contract specifications.

**Stipulated Settlement** — Final settlement of a right of way acquisition case through the acquiring agency's attorney that is stipulated (agreed to) by the property owner and any other interested parties prior to trial, and evidenced by

a stipulated Judgment and Decree of Appropriation being filed in the superior court having jurisdiction.

**Study Plan** — An outline of the study process for the development of a project requiring an environmental impact statement.

**Surety** — A bonding company, for example.

**Surfaced Width** — The portion of a street or road for use by moving vehicles, between curbs or shoulders, including turning lanes where such lanes are appropriate, but excluding parking lanes and/or shoulders.

**TCM** — Transportation Control Measures are implemented to enable nonattainment areas meet their emissions goals. They can include Transportation Demand Management measures, parking policies and pricing, or other system improvements which reduce congestion.

**TDM** — Transportation Demand Management measures try to reduce the proportion of SOV commuters. TDM measures can include portion of non-SOV modes of transportation, car and vanpool formation assistance, transit subsidies, and a variety of other measures.

**TEA-21** — Transportation Equity Act for the 21st Century.

**Tied Bids** — The practice of letting a single construction contract for two or more projects. Usually done to take advantage of economies of scale, such as more favorable unit prices for larger quantities of material.

**TIP** — Transportation Improvement Program is a three-year transportation investment strategy, required at the metropolitan level, and a two-year program at the state level, which addresses the goals of the long-range plans and lists priority projects and activities for the region. (At the state level, the TIP is also known as a STIP, not to be confused with a SIP.)

**TMA** — Transportation Management Areas. Any area over 200,000 population is automatically a Transportation Management Area, which subjects it to additional planning requirements but also entitles it to earmarked funds for large, urbanized areas under the Surface Transportation Program. There are three TMAs: PSRC, SWRTC, and SRTC.

**Traffic Data Collection Session** — The collection of highway traffic data for a defined period of time at a specific highway location.

**Traffic Monitoring Guide (TMG)** — The FHWA's statement of good traffic monitoring practices. The TMG describes the number and duration of traffic data collection sessions and the adjustments that need to be made to the collected data in order to develop location or system level estimates of the average traffic volume. The TMG also describes vehicle classification and truck weight data collection programs.

**Tri-County (Tri-Co)** — A Regional Transportation Planning Organization that includes Ferry, Stevens, and Pend Orielle Counties.

**True Cost Estimate** — The most refined estimate of all acquisition costs of all parcels within a project.

**TRS** — Is a designation meaning Township, Range, and Section.

**TS&L** — The type, size, and location stage of design development of bridges. A specific report (TS&L Report) which must be prepared on major or unusual bridges.

**Urbanized Area** — An area with a population over 50,000 within boundaries established by the U.S. Census Bureau or by responsible state and local officials in cooperation with each other. There are nine in Washington: Seattle-Everett, Tacoma, Yakima, Spokane, Vancouver, Tri-Cities, Bellingham, Olympia-Lacey-Tumwater, and Kelso-Longview.

**Urban Area** — Any land area within the boundaries of the federally-designated urban areas (population over 5,000) as shown on the official urban-area maps on file at WSDOT.

**UZA** — Urbanized Area is a census classification for areas having a population of 5,000 or more which meet certain population density requirements.

**Walkway** — A continuous way designated for pedestrians and separated from through lanes for motor vehicles by a curb, space, pavement marking, or other barrier.

**Wetlands** — Lands covered by shallow water or lands where the water table is at or near the surface; includes marshes, swamps, bogs, natural ponds, wet meadows and river overflow.

**Withholding Resolution** — A resolution passed by the local agency legislative body authorizing WSDOT to withhold a portion of the agency's fuel-tax allotment to pay for a transportation project being administered by the state.

**WOAP** — Work Order Accounting Plan.

**4.61 Percent Program** — "1/2¢ Gas Tax," "Arterial Fund."

**6.92 Percent Program** — "Gas Tax," "Road" or "Street Fund" (formerly 6-7/8¢ Program).

# List of Forms

| | Form Number |
|---|---|
| **Project Initiation** | |
| Local Agency Federal Aid Project Prospectus | 140-101EF |
| Local Agency Damage Inspection Report — FHWA Emergency Relief | 140-300 |
| Special Transportation Planning Study Agreement | 224-080 |
| **Request Preliminary Engineering Funds** | |
| Local Agency Agreement | 140-039EF |
| Local Agency Agreement Supplement | 140-041EF |
| **Progress Billing** | |
| Federal Aid Request for Payment | PPC2 |
| **Consultant Selection Process** | |
| Independent Estimate for Consultant Services | 140-012 |
| Local Agency Standard Consultant Agreement | 140-089 |
| Supplemental Agreement | 140-063 |
| Government Agreement for Aid (Right-of-Way Services) | 224-075EF |
| **Environmental** | |
| Environmental Classification Summary | 140-100EF |
| **Plans, Specifications, and Estimates** | |
| Local Agency Railway Agreement | 140-044 |
| Required Contract Provisions, Federal Aid Construction Contracts | FHWA-1273 |
| **Local Ad and Award** | |
| Award of Contract | |
| Contract Bond | FHWA-45 |
| DBE Utilization Certification | 272-056AEF |
| **Construction Administration** | |
| Change Order — Local Agency | 140-005 |
| Change Order — Minor Change | 421-005 |
| Quarterly Report of Amounts Credited as DBE Participation | 422-102 |
| Weekly Statement of Working Days Example Sheet | LAG Appendix 52-106 |
| **Project Completion** | |
| Final Inspection of Federal Aid Project | 140-500 |

***Note:*** For Other Forms, see the WSDOT *Engineering Publications CD.*

The following forms are provided in the WSDOT *Construction Manual* M 41-01 (CN) in Chapter 11.

| Form No. | Rev. Date | Form Name |
|---|---|---|
| 421-023 | 4-00 | Affidavit of Amounts Paid DBE/MBE/WBE Participants |
| 272-050 | 1-97 | Apprentice/Trainee Approval Request |
| 350-092 | 6-97 | Asphalt Concrete Pavement Compaction Control Report |
| 350-073 | 7-95 | Asphalt Concrete Test Section Report |
| 350-126 | 8-97 | Asphalt Plant Inspection |
| 540-020 | 12-95 | Backflow Prevention Assembly Test Report |
| 140-043 | 8-00 | Certification Acceptance Qualification Agreement |
| 420-004 | 10-94 | Certification for Federal-Aid Projects |
| 350-109 | 2-98 | Certification of Materials Origin |
| 540-509 | 3-96 | Commercial Pesticide Application Record |
| 350-009 | 5-98 | Concrete Cylinder Transmittal |
| 350-115 | 9-98 | Contract Materials Checklist |
| 421-040A & B | 10-95 | Contractor's Daily Report of Traffic Control — Traffic Control Log |
| 350-112 | 9-97 | Correlation Nuclear Gauge to Core Density |
| 351-015 | 11-97 | Daily Compaction Test Report |
| 422-008 | 3-98 | Daily Report of Force Account Worked |
| 422-644 | 12-95 | Daily Report of BST Operations |
| 300-001 | 1-97 | Detailed Damage Inspection Report FHWA Emergency Relief |
| 424-003 | 12-96 | Employee Interview Report |
| 421-014 | 1-97 | Examination Sheet for Contract Items |
| 750-001 | 10-97 | Fall Protection Plan |
| 272-060 | 9-97 | Federal-Aid Highway Construction Annual Project Training Report |
| FHWA-1391 | 9-92 | Federal-Aid Highway Construction Contractors' Annual EEO Report |
| 272-061 | 9-97 | Federal-Aid Highway Construction Cumulative Training Report |
| FHWA-1392 | 9-92 | Federal-Aid Highway Construction Summary of Employment Data |
| 350-130 | 7-97 | Field Acceptance Report for Qualified Products |
| 350-074 | 10-93 | Field Density Test Report (Nuclear Gauge) |
| 422-635 | 3-98 | Field Note Record |
| 422-637 | 9-97 | Field Note Record for Drainage |
| 422-636 | 9-96 | Field Note Record (Sketch Grid) |
| 134-146 | 1-00 | Final Contract Voucher Certificate |
| 422-009 | 2-96 | Final Record Notes |
| 422-009B | 2-96 | Final Record Notes |
| 230-036B | 1-97 | Follow-Up Documentation Review |
| 422-010 | 9-97 | Force Account Equipment Rate Request |

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| 350-564 | 1-96 | Gradation Chart 0.45 Power |
| 230-036A | 1-97 | Initial Documentation Review (Procedures) |
| 422-100 | 10-94 | Inspection of Federal Aid Project |
| 422-004 | 4-97 | Inspector's Daily Report |
| 422-004A | 9-94 | Inspector's Daily Report |
| 422-004B | 4-96 | Inspector's Daily Report |
| 422-020 | 5-95 | Inspector's Record of Field Test |
| 272-051 | 6-98 | M/D/WBE On-Site Review |
| 450-001 | 1-96 | Manufacturer's Certificate of Compliance for Ready Mixed Concrete |
| 820-010 | 6-99 | Monthly Employment Utilization Report |
| 421-007 | 9-96 | Order to Resume Work |
| 421-006 | 9-96 | Order to Suspend Work |
| 450-005 | 1-97 | Post-Tensioning Record |
| 350-026 | 9-98 | Preliminary Sample Transmittal |
| 421-010 | 1-97 | Prime Contractor Performance Report |
| 350-040 | 11-00 | Proposed Mix Design |
| 420-012 | 1-96 | Recommended Changes to Specifications and Construction Manual |
| 421-009 | 12-96 | Release Retained Percentage (Except Landscaping) |
| 350-042 | 9-97 | HMA Mix Design Submittal |
| 422-007 | 3-98 | Report of Protested Work |
| 350-071 | 11-98 | Request for Approval of Material |
| 421-012 | 6-97 | Request to Sublet Work |
| 350-056 | 6-99 | Sample Transmittal |
| 422-027 | 5-97 | Scaleman's Daily Report |
| FHWA-47 | 7-98 | Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds |
| 272-049 | 11-96 | Training Program |
| 410-025 | 8-97 | Project Engineer Transmittal Checklist |
| 350-572 | 8-99 | Manufacturer's Certificate of Compliance Checklist |

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