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Please contact Stacey Kelsey at 360-705-7383 with comments, questions, or suggestions for improvement to the manual.

Dave Mounts
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<td>Financial and Compliance Audit</td>
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### Chapter 61  Local Agency Force Projects

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<td>Project By One Agency for Another Agency</td>
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### List of Forms

- List of Forms ................................. 1

### Abbreviations and Glossary

- Abbreviations and Glossary ................................. 1

### Index

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Chapter 13  Certification Acceptance Program

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.

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 Once an agency has been certified, the certification agreement remains in effect indefinitely unless rescinded due to lack of performance or modified by one of the parties.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. Similarly per FHWA’s delegation, WSDOT is also required to conduct verification activities to assure that local agency federal aid projects are implemented in conformance with federal aid requirements.

Certification Acceptance requirements for the right of way program are addressed in Chapter 25.

Projects funded by Enhancement, Scenic Byways, and Safe Routes to School programs shall be administered in accordance with the Certification Acceptance Program.
13.2 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. Advertisement, award, and execution of construction contracts.
h. Construction administration.
i. Construction material testing and testing personnel.
j. Concurrence in Award of delegated projects.

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. Design Deviations
c. Standard Specifications Division 1 changes.
d. Public Interest Findings (local force work, agency supplied materials, proprietary items, etc.).
e. NEPA Categorical Exclusions per MOU, Section 106 Consultation.
f. Implementation of the Civil Rights Program Requirements (DBE, Title VI, ADA, and EEO/OJT).
g. Tied Bids approval (see Appendix 44.82).
h. Agency Certification Acceptance (CA) approval.
i. Project Final Acceptance.
j. Revisions to Agreements, when applicable.
k. Documentation/Project Management Reviews.
l. Concurrence in Award of DBE non-FHWA oversight projects.
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 Civil Rights Programs (DBE, Title VI, EEO, ADA).

e. Buy America waiver approval.

f. Approval for Advertisement Period less than three weeks.

gh. Approval of the Local Agency Guidelines.

h. Full oversight project approvals per Stewardship and Oversight Agreement. (Concurrence in Award, PS&E, Change Orders over $200,000, etc.)

13.3 CA Requirements

a. Projects must be administered in accordance with the Local Agency Guidelines.

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 CA

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 performs. A favorable PMR will result in the agency achieving CA status.

### 13.5 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).
- Documentation Reviews performed by the Region Local Programs Engineer.

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.
- A determination from any FHWA oversight activity.

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 Appendices

13.71 Certification Acceptance Qualification Agreement
13.72 Certification Acceptance Interview Form
Appendix 14.51

Project Development Process Flowchart

<table>
<thead>
<tr>
<th>Phase</th>
<th>Process Activities</th>
<th>Chapter Reference</th>
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<tr>
<td>Initiate</td>
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<td>00 Included in STIP</td>
<td>or</td>
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<td>Design</td>
<td>00 Project Development Checklist</td>
<td>21 and 43</td>
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<tr>
<td></td>
<td>00 Prepare Project Prospectus-Design Report</td>
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<tr>
<td></td>
<td>00 If Applicable, Engage Consultant</td>
<td>31</td>
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<td></td>
<td>00 Make Environmental Determination</td>
<td>24</td>
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<td>00 If Applicable, Request Design Deviation</td>
<td>41</td>
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<td>Request Preliminary</td>
<td>00 Project Development Checklist</td>
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<td>Engineering Funds</td>
<td>00 Project Prospectus</td>
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<td>00 Local Agency Agreement</td>
<td>22</td>
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<td></td>
<td>00 Project Development Checklist</td>
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</tr>
<tr>
<td>Request Right of Way</td>
<td>00 Project Development Checklist</td>
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<tr>
<td>Funds</td>
<td>00 Location/Design, Public Hearing, and Approval</td>
<td>43</td>
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<tr>
<td></td>
<td>00 Complete Environmental Action</td>
<td>24</td>
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<td></td>
<td>00 Develop Right of Way Plans and Estimate</td>
<td>25</td>
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<td>00 Complete Relocation Plan</td>
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<td>00 Project Development Checklist</td>
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<td>00 Relocation and Right of Way Certification and Project Analysis</td>
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<td>00 DBE Goals Set</td>
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<td>00 PS&amp;E Approval</td>
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<td>00 Supplement to Local Agency Agreement</td>
<td>22</td>
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<td>00 For State Ad and Award, Financial Responsibility Letter</td>
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<td>00 Project Development Checklist</td>
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<td>00 Contract Number From Region Highways and Local Programs Engineer</td>
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<td>00 Notice to Minority Contractors Association (see Region Highways and Distribution Centers)</td>
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<td>00 Advertise for Bids</td>
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<td>00 For Certified Agency (CA), Approve Award and Notify Region Highways and Local Programs Engineer</td>
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<td>00 For WSDOT Administered Contracts, Award by WSDOT</td>
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<td>00 Award Data to Region Highways and Local Programs Engineer</td>
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<td>00 Preconstruction Conference</td>
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<td>00 Construction Administration (Construction Manual M 41-01)</td>
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<td>00 Project Development Checklist</td>
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<td>00 Final Records</td>
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</table>

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April 2012
### Appendix 14.52  Project Development Checklist

#### Project Title: __________________________________________________________

#### Project Location: _______________________________________________________

#### Road or Street Number: ____________________________ FA Program: _______________________

---

### Project Initiation

*(Chapter 12)*

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<td>Metropolitan planning organization</td>
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<td>Or WSDOT (Region Highways and Local Programs)</td>
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<td>Program of project approved by appropriate agency</td>
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### Project Prospectus

*(Chapters 21, 24, 42, and ECS Guidebook)*

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<td>Description of proposed work and existing facility</td>
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<td>Cost estimate of all phases</td>
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<td>Proposed obligation date</td>
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<td>Environmental determination (CE, EIS, EA)</td>
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<td>Request species listing from USFWS, NMFS, DNR, and WDFW</td>
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<td>Geometric design data</td>
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<td>Performance of work</td>
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<td>Local Agency Design Matrix Checklist, Appendix 42.101</td>
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Local Agency Agreement
(Chapters 22 and 23)

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Request Preliminary Engineering Funds
(Chapter 14)

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<td>Project prospectus with attachments (including Roadway Section if applicable)</td>
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<td>Local Agency Agreement</td>
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<td>Prospectus Submittal Checklist completed</td>
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<td>PE funds authorized by Highways and Local Programs</td>
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<td>Evaluate if WSDOT Access Permits are required</td>
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Consultant Selection Process
(Chapter 31)

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<th>Independent estimate for consultant services and recommendation (request) to approving authority</th>
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<td></td>
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<td>Receive approval to advertise for consultant services</td>
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<td>Advertise for consultant services - see Appendix 31.74 (Must include Title VI language)</td>
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<td>Develop consultant evaluation selection criteria</td>
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<tr>
<td></td>
<td></td>
<td>Select minimum of three best qualified firms</td>
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<tr>
<td></td>
<td></td>
<td>Submit request for approval of selected firm to approving authority</td>
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<tr>
<td></td>
<td></td>
<td>Conduct pre-award audit (if necessary) before negotiations</td>
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<tr>
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<td></td>
<td>Approving authority approves selection, negotiation begins</td>
</tr>
<tr>
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<td></td>
<td>Negotiation completed – submit final draft of agreement, etc., to the approving authority</td>
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<tr>
<td></td>
<td></td>
<td>Receive approval from approving authority</td>
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<tr>
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<td></td>
<td>Agreement signed by consultant</td>
</tr>
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<td></td>
<td></td>
<td>Agreement executed by approving authority (consultant may now begin work)</td>
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<tr>
<td></td>
<td></td>
<td>Notice to proceed sent to the consultant</td>
</tr>
<tr>
<td></td>
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<td>Send copy of agreement to Region Highways and Local Programs Engineer</td>
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Consultant Administration
(Chapter 31)

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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 and ECS Guidebook)

Categorical Exclusion

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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 and 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 and Local Programs and FHWA

Environmental Assessment

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Submit preliminary environmental assessment to Region Local Programs
Revise draft environmental assessment, based on Highways and 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 and Local Programs and FHWA
FONSI issued by FHWA
- or -
Establish need to develop Environmental Impact Statement
Environmental Impact Statement
(Chapter 24 and ECS Guidebook)

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

Design Approval
(Chapter 43)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>__________</td>
<td>Submit project prospectus</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Submit design report</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Submit “Work Zone Safety and Mobility” report where applicable (see Section 41.2)</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Submit pavement design criteria</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Meet public hearing requirements</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Meet environmental requirements</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Concurrence with BA effect determinations</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>ECS approval by FHWA</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>For projects over $50 million in the construction phase and bridge projects over $40 million in the construction phase conduct a Value Engineering Study.</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>For traffic signal projects, submit warrants for signalization to Region Highways and Local Programs Engineer</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Obtain location and design approval</td>
</tr>
<tr>
<td>_____</td>
<td>__________</td>
<td>Publish design approval notice</td>
</tr>
<tr>
<td>Initials</td>
<td>Date or N/A</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Project in STIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete design hearing requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve right of way plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit right of way relocation plan (if required) to Region Highways and Local Programs Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receive authorization to acquire R/W from the Director of Highways and Local Programs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Acquisition

*(Chapter 25)*

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition procedures approved by the Director of Highways and Local Programs</td>
<td></td>
</tr>
<tr>
<td>Acquisition procedures current</td>
<td></td>
</tr>
<tr>
<td>Set up documentation file for each parcel</td>
<td></td>
</tr>
<tr>
<td>Set up commitment file</td>
<td></td>
</tr>
</tbody>
</table>

### Appraisal:

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal reviewer approved by WSDOT</td>
<td></td>
</tr>
<tr>
<td>Give landowner opportunity to accompany appraiser</td>
<td></td>
</tr>
<tr>
<td>Signed appraiser certification in file</td>
<td></td>
</tr>
</tbody>
</table>

### Appraisal Review:

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal reviewer approved by WSDOT</td>
<td></td>
</tr>
<tr>
<td>Date of value determination precedes commencement of negotiations</td>
<td></td>
</tr>
<tr>
<td>Just compensation set by agency</td>
<td></td>
</tr>
<tr>
<td>Signed review appraiser certification in file</td>
<td></td>
</tr>
</tbody>
</table>

### Negotiations:

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare diary of all owner contacts</td>
<td></td>
</tr>
<tr>
<td>Give owner written statement of just compensation (Offer Letter)</td>
<td></td>
</tr>
<tr>
<td>Ensure that settlement contains construction clauses</td>
<td></td>
</tr>
<tr>
<td>Obtain evidence of clear title</td>
<td></td>
</tr>
<tr>
<td>Negotiator disclaimer statement in file</td>
<td></td>
</tr>
</tbody>
</table>

### Relocation Plan:

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved by WSDOT</td>
<td></td>
</tr>
<tr>
<td>Work with WSDOT relocation staff on all relocations</td>
<td></td>
</tr>
</tbody>
</table>

### Project Completion:

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete relocation</td>
<td></td>
</tr>
<tr>
<td>Complete acquisition</td>
<td></td>
</tr>
<tr>
<td>Complete administrative settlement documentation</td>
<td></td>
</tr>
<tr>
<td>Place a copy of deeds in file, include proof of payment in file</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Initials or N/A</td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Initials or N/A</th>
<th>PS&amp;E completed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Vicinity map</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Summary of quantities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pit, quarry, stockpile, and waste sites</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reclamation plans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Roadway sections</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plans/profiles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Utility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Structure notes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Signing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Illumination</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bridge plans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Traffic control plans</td>
</tr>
<tr>
<td>Date</td>
<td>Initials or N/A</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Detour plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Standard plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sheets numbered and dated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each sheet signed and stamped by Professional Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bridge plans, design calculations, and soil report to Region Highways and Local Programs Engineer (State Ad and Award only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Form FHWA-1273 and latest amendment included</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Log of test borings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EEO requirement clauses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For steel, included Buy America requirement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Traffic control special provisions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specialty items</td>
<td></td>
</tr>
<tr>
<td></td>
<td>General special provisions and amendments arranged in order and indexed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project proposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Noncollusion Declaration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE Utilization Certification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engineer’s estimate complete</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Documentation for each item in engineer’s estimate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification for nonparticipating items</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Detailed documentation for lump sum items available in project files</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimate to Region Highways and Local Programs Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training goal set by Highways and Local Programs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DBE goal set by Highways and Local Programs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of local agency supplied materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sources approved by approving authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>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)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Distribution of preliminary plans as determined by local agency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Field review of PS&amp;E (State Ad and Award only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tied bids – Approval from WSDOT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For State Ad and Award, financial responsibility letter with PS&amp;E documents sent to Region Highways and Local Programs Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PS&amp;E approved by approving authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plans, contract specifications and estimate stamped, signed, and dated, and on file in the local agency office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State and federal wage rates added to ad plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PS&amp;E sent to Region Highways and Local Programs Engineer</td>
<td></td>
</tr>
</tbody>
</table>
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 environmental 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 three 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)

Open bids

Prepared bid tabulation sheet

Checked submitted bids for tabulation errors

Completed bid and bidders tabulation sheet

Checked DBE participation project goals – verify DBE certification status

Request DBE concurrence to award from H&LP for contracts containing DBE Goals

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

The System for Award Management (SAM) has been checked and documented (www.sam.gov/portal/public/sam/)

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)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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, DOT Form 272-056A EF (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)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notice of preconstruction conference to:

- Contractor
- Region Highways and Local Programs Engineer
- Affected utility companies
- Police department
- Fire department
- Hospital
<table>
<thead>
<tr>
<th>Date</th>
<th>Initials or N/A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ambulance service</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Post Office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td></td>
</tr>
</tbody>
</table>

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)

“Record of Material” received from WSDOT Materials Laboratory
Contractor provides copies of permits obtained from other agencies and/or property owners:
- Washington State Department of Wildlife/Fisheries-Hydraulic Permit
- Washington State Department 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
<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________</td>
<td>Plans for falsework and forms:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Received from contractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approved by agency</td>
</tr>
<tr>
<td>_______</td>
<td>________</td>
<td>Required job site posters placed by contractor:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WH 1321 – Employee Rights Under the Davis-Bacon Act</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(project engineer to fill in contact information on the form prior to supplying to the contractor)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FHWA-1022 – Notice Federal Aid Project (project engineer to fill in contact information on the form prior to supplying to the contractor)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EEOC-P/E-1 – Equal Employment Opportunity IS THE Law</td>
</tr>
<tr>
<td></td>
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<td>Whistleblower (ARRA projects only)</td>
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<tr>
<td></td>
<td></td>
<td>WHD Publication 1088 – Employee Rights Under the Fair Labor Standards Act</td>
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<td></td>
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<td>WHD Publication 1420 – Employee Rights and Responsibilities Under the Family and Medical Leave Act</td>
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<td>WHD 1462 – Employee Polygraph Protection Act</td>
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<tr>
<td></td>
<td></td>
<td>WISHA F416-081-909 – Job Safety and Health Law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F242-191-909 – Notice to Employees (L&amp;I)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F700-074-909 – Your Rights as a Worker in Washington State</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EMS 9874 – Unemployment Benefits</td>
</tr>
</tbody>
</table>

If federal funds are involved, all of these posters are required, except that the Whistleblower poster is required only for ARRA funded projects.

|        |             | 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 |
|        |             | 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 |
Date

Initials or N/A

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

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 EF each month for each trade

Notify contractor of compliance or noncompliance with the contract provisions

Ensure EEO signs are posted
### Project Completion

(Chapter 52)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
<th>Details</th>
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<tbody>
<tr>
<td>_______</td>
<td>__________</td>
<td>Prefinal inspection by local agency and contractor completed</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Final inspection by local construction agency and contractor completed</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Report of Non-American Made Material (GSP 0605.GR1) received from contractor</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Notice of completion sent to contractor</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Extension of time request with justification received from contractor</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Extension of time granted, ________ days</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Extension of time refused, _______________ days</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>_______________ liquidated damages</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Letter sent notifying contractor of assessed liquidated damages</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Copy of completion notice requesting inspection and acceptance by Region Local Programs</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Contractor submitted claim</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>No claim submitted</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Notice of completion to:</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Department of Labor and Industries</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Department of Revenue</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Received &quot;Affidavit of Wages Paid&quot; from contractor and subcontractors</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Received ESA species listing for the project every six months</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Received &quot;Quarterly Report of Amounts Credited as DBE Participation&quot; from contractor</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Release received from Department of Labor and Industries</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Release received from Department of Revenue</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Comparison of preliminary and final quantities sent to approving authority</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Material certification form sent to approving authority</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Completed “Report of Contractor’s Performance” for prime contractor</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>As built plan completed (to be retained indefinitely)</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Final record book #1 completed</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Final estimate approved by the approving authority</td>
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<tr>
<td>_______</td>
<td>__________</td>
<td>Final estimate received from contractor</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Paid final estimate</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Released retained percentage from escrow or mailed check to contractor</td>
</tr>
</tbody>
</table>

### Project Closure

(Chapters 32 and 53)

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date or N/A</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>_______</td>
<td>__________</td>
<td>Completion letter sent to Region Highways and Local Programs Engineer (within 15 days after project is completed)</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Final billing sent to Region Highways and Local Programs Engineer (within 90 days after completion)</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Completed final field inspection by the Region Highways and Local Programs Engineer. Deficiencies (if any) will be noted on DOT Form 140-500 EF.</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Resolve deficiencies found during the above field inspection</td>
</tr>
<tr>
<td>_______</td>
<td>__________</td>
<td>Informed by Region Highways and Local Programs Engineer of WSDOT final billing approval</td>
</tr>
</tbody>
</table>
# Appendix 21.41  Prospectus Submittal Checklist

<table>
<thead>
<tr>
<th>Agency: __________________________</th>
<th>Project Title: __________________________________</th>
</tr>
</thead>
</table>

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. Deviation Analysis Format (Appendix 41.51) ____________
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 ____________
   g. Value Engineering Study (where applicable) ____________
12. 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 ____________
13. Right of Way Certification (Appendix 25.179) ____________
14. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32) ____________
15. Design Approval (Chapter 43) ____________
16. Tied Bids (Chapter 44) ____________

Remarks:
The application package shall include:

1. **Project Prospectus** – (Attach completed prospectus submittal checklist.) To be included with original submittal and whenever there is a change in the scope of work 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 41.52.

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.
25.1 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 (URA) nor its implementing regulations at 49 CFR Part 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 as outlined in RCW 8.26.010(2).

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 and to provide training to the local agencies. It is the local agencies responsibility to comply with the requirements of this chapter, the URA, and 49 CFR Part 24. The local agency will assess their staff’s level of expertise with the requirements stated above. If the local agency determines their staff does not fully understand these requirements, it is their responsibility to request assistance and/or training to ensure the acquisition process is followed correctly.

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 Right of Way Manual M 26-01.

The Local Agency Right of Way Coordinator (LAC) should be contacted immediately when it is determined that the local agency project requires the use of WSDOT’s right of way. The LAC 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 for more information).
.11 **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 LAC 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 acquisition and relocation activities.

WSDOT will consult and advise the local agency concerning real property interests 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 LAC of upcoming projects with R/W acquisition that may be eligible for federal funding. In addition, the local agency should advise the LAC of the need for WSDOT assistance.

.12 **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. See Chapter 31 appendices for consultant agreements for appraisal and negotiation examples.

### 25.2 Right of Way Acquisition Procedures

Before requesting authority to acquire R/W, the local agency must have secured approval of acquisition procedures (Appendix 25.171). Acquisition procedures are submitted on local agency letterhead to the Region Local Programs Engineer for review prior to final execution by the local agency. Region Local Programs forwards the procedures through the LAC 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 LAC. Highways and Local Programs notifies the local agency of the approval with a copy to the Region LAC. Periodic reviews of procedures will be conducted by the LAC on agencies acquiring R/W on federal aid projects. If through these periodic reviews it is determined that the local agency acquisition practices are not in full compliance, WSDOT may request a change to the approved procedures.

Approved procedures will designate the title of the position. When staff changes occur, the agency will submit the person’s experience and qualifications to the LAC.
Procedures shall include the following:

1. Agreement to comply with state and federal laws and FHWA regulations. The agency should agree to follow this manual and the Right of Way Manual M 26-01 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 Part 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 Subsection 25.52).

6. Relocation Appeal process for projects involving relocation assistance.

7. Submit FHWA Annual ROW Statistical Report for active federal aid projects by October 25 each year. The data provided is for ROW activities from October 1 through September 30.

.21 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, easements, temporary construction easements (TCE), and slope easements are generally considered R/W acquisition. Contact the LAC 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 must be prepared and submitted to the Region Local Programs Engineer who will notify the Region LAC. See Subsection 25.41 for explanations of the PFE and the True Cost Estimate.

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 in the ECS 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 Part 24 requirements do not apply.

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

- 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 Real Estate Brokers (see RCW 18.85 in addition to or in lieu of regular employees of the agency).
- By another local agency that meets the requirements above.

.23 Acquiring Sufficient Property Rights – A local agency must acquire real property interests that are adequate for the construction, operation, and maintenance of the project (23 CFR 1.23 and 710.201(e)). The preference is for local agencies to purchase fee rights or permanent easements. However, there are circumstances when other real property interests can be considered. For example, if the proposed project is on state or federally-owned land, the local agency could consider an easement.

If the local agency is considering acquiring something other than permanent real property interests, then they must provide documentation establishing how the real property interests that they are purchasing satisfy the requirement for sufficient property rights so FHWA is assured that their investment in the project is in the public interest and will last for a reasonable amount of time that is commensurate with the level of investment. There are no set guidelines that describe the appropriate term length, but 20 years is a minimum term that should be considered. Longer terms may be required. An analysis of the design life of the improvement must be done and the minimum term must equal the design life. Unless leases are with public agencies, leases should be considered only under rare and unusual circumstances since they typically have termination clauses that could require the removal of improvements with little notice, and possibly without cause. Things to discuss include:

- Is the term of the real property interest at least as long as the life cycle of the improvement? When will major maintenance be required and does the property interest term extend to when the first major maintenance is expected?
- Provide an explanation of why the project is a good investment for FHWA.

Note: If FHWA does not accept the local agency’s justification, they must be prepared for FHWA to either make a finding that they have not acquired sufficient property rights (which would preclude ROW certification) or FHWA may consider a conditional approval that would require the local agency to either repay the project funding or reestablish a replacement improvement in a new with their own funds (and the right of way for the new location must have been acquired in accordance with the Uniform Act).
25.3 Voluntary Acquisition

A process called “Voluntary Acquisition,” under 49 CFR 24.101(b)(1), which differs from “Donations and Willing Seller Transactions,” may on rare occasion be appropriate for acquisition of property, but only if all of the following circumstances apply:

• No specific site or property needs to be acquired, although the agency may limit its search for alternative sites to a general geographic area. Where an agency wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly. (See Appendix A, §24.101(b)(1)(i).)

• The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

• The agency will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing.

• The agency will inform the owner in writing of what it believes to be the market value of the property.

Since most acquisitions are for property needed for roadway projects, the only occasion where a voluntary acquisition may apply is to mitigation sites, and only if you can show that there are other viable mitigation sites being considered for acquisition.

If these circumstances appear to apply to a project, the Voluntary Acquisition process may apply, but must be approved by the LAC with Headquarters 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 by the acquiring agency and property owner.

If approved, the local agency must work closely with the LAC on all steps of the voluntary acquisition process.

Note: Real estate transactions using this process are subject to real estate excise tax.
25.4 Funds for Right of Way

.41 Acquisition With Federal Funds – Prior to the authorization of federal funds for R/W, the following requirements must be met: compliance with Chapter 14, 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 (PFE) 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 25.172 for instructions, worksheets, a sample estimate summary and a sample neighborhood analysis. See also Right of Way Manual Section 4-2 for the requirements for a PFE (42.1, paragraphs E, F, and G do not apply to local agencies).
  
  - True Cost Estimate 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 Subsection 25.52). True Cost Estimate 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 True Cost Estimate 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 25.173.

- R/W plan.
- WSDOT approved relocation plan (if relocation is required, contact the LAC 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.

.42 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.

.43 Acquisition in Advance of NEPA Project Clearance – There are three 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. Refer to the Early Acquisitions Section in Right of Way Manual Chapter 6 and the ECS Form for documentation requirements.

   a. An agency may apply market value (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. Properties with a 4(f) Resource may not be purchased if the agency wants to apply the market value toward their share of project costs. The agency cannot be reimbursed for the cost of the appraisal or any other documentation necessary to meet the requirements of 23 CFR 710.501(b).

   b. The agency may purchase property without requesting the market value toward their share of the project costs as long as they meet 23 CFR 771.113(d)(4) requirements. Under this option the agency may purchase property with a 4(f) resource.

2. 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 Right of Way Manual Section 6.3-3.

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

3. An agency may request to use federal funds for parcel acquisitions prior to Project NEPA clearance. This federally-funded early acquisition must be treated as a stand-alone project. Prior to requesting funding authorization, the Acquisition Project must be in the STIP. Furthermore, NEPA for the parcel must be complete.

### .44 Procedures for Local Agency-Funded Acquisition in Advance of Project NEPA Decision (With Match)

If the local agency establishes that the parcel is to be acquired early (in advance), then standard acquisition procedures are followed. Eminent domain will not be used.

When the project is funded and credit is sought, the local agency must provide documentation determining the following:

1. The property was lawfully obtained by the agency.
2. The property was not land described in 23 USC 138 (a.k.a. 4(f)).
3. The property was acquired in accordance with the provisions of 49 CFR Part 24 (a.k.a. Uniform Act).
5. The agency determined and FHWA concurs that the action taken did not influence the environmental assessment for the project, including:
   a. The decision on need to construct the project.
   b. The other options that were considered and an explanation of why they were rejected in favor of the one that was selected.
   c. The selection of the design or location.
6. The property will be incorporated into a federal aid project.
7. The original project agreement covering the project was executed on or after June 9, 1998.

The documentation shall be completed as part of the NEPA documentation (DCE/ECS, FONSI, ROD). The local agency will provide documentation to meet the requirements (1) through (7) above, by signing the ECS WSDOT and FHWA concur with the local agency’s determination, and that the market value of the property can be used as match.
Use the fair market value (FMV) from the time of purchase of the property (historic acquisition costs) toward the match. Any settlement amounts above the FMV, relocation costs, appraisal fees, etc., are not eligible for match. Current fair market value (based on a new appraisal) may be used in those instances where: (1) there has been a significant lapse in time since the property was acquired, or (2) there has been a significant change in market conditions (not caused by the project) since the property was acquired. This would require FHWA approval. If multiple parcels are used as match, the same method for determining Fair market Value must be used on all parcels.

All documentation shall be retained as required by Section 25.16.

.45 Procedures for Locally-Funded Acquisition in Advance of Project NEPA Decision (Without Match) – If the local agency establishes that the parcel is to be acquired early (in advance), then standard acquisition procedures are followed. Eminent domain will not be used.

The documentation required as detailed in the Environmental Classification Summary (see Chapter 24) shall be completed as part of the NEPA (DCE/ECS, FONSI, ROD). The local agency will provide justification establishing that all of the documentation requirements for 40 CFR 1506.1 have been met.

All documentation shall be retained as required by Section 25.16.

.46 Procedures for Federally-Funded Acquisition in Advance of Project NEPA Decision – Prior to starting acquisition of right of way using federal funds under the advance acquisition process there are certain steps that must be completed in addition to standard activities. These additional steps are as follows:

- Verify that the project for which the right of way is being acquired for is funded for construction and that the early acquisition project meets all requirements for inclusion in the TIP/STIP.
- Submit project information for inclusion in the TIP/STIP to the appropriate MPO/RTPO to create the stand alone project.
- Complete the parcel level NEPA document.

Once the above three steps are completed, submit the LA agreement through H&LP for approval. H&LP on behalf of the local agency will certify that all requirements will be met.

H&LP will obtain FHWA concurrence in the advance acquisition through approval of the federal aid project.

The early acquisition documentation required as detailed in the Environmental Classification Summary (see Chapter 24) shall be completed as part of the Project NEPA (DCE/ECS, FONSI, ROD), not the Acquisition NEPA.

All documentation shall be retained as required by Section 25.16.
25.5 Appraisal/Appraisal Waiver – Administrative Offer Summary (AOS)

Per 49 CFR 24.102(n)(3), 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.

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

Examples of appraisal report forms can be found in Appendix 25.174.

.52 Appraisal Waiver (commonly referred to as Administrative Offer Summary (AOS)) – 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.

If the AOS is $10,000 or less, the offer must state that an administrative offer is being made and an appraisal has not been completed.

If the AOS is $10,001 or greater, the offer must state that an administrative offer is being made, that an appraisal has not been completed and an appraisal will be prepared if requested by the property owner.

<table>
<thead>
<tr>
<th>Appraisal Waiver (AOS) Value Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000 or Less</td>
</tr>
<tr>
<td>No requirement to offer to provide property owner with an appraisal.</td>
</tr>
</tbody>
</table>

If the owner requests an appraisal, the local agency is required to provide and pay for one that meets the standards outlined in Subsection 25.51. See Appendix 25.175 for an example appraisal waiver procedure.

### 25.6 Appraisal Review

The requirements pertaining to appraisal review of the property to be acquired is provided in *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 this manual and contain the criteria required by *Right of Way Manual*, Chapter 4, Appendix 4-1, Appraisal Guide.
2. Follow accepted appraisal principles and techniques in the valuation of real property interest 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 25.176) 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.

.61 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 Right of Way Manual Section 5-5.2 for detailed instructions regarding the review appraiser’s responsibilities for reporting and documenting uneconomic remainders.

25.7 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 25.176, 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.

25.8 Title

The agency will acquire evidence of the condition of title for all properties from which real property interest 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 real property interest(s) are:

1. Acquisition instruments signed by all parties with an interest in the fee title.
2. Releases from mortgages and deeds of trust by a qualified person within the agency or a qualified consultant 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.

25.9 Negotiations

Various requirements in negotiating an acquisition of property are found in 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 LAC, 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 LAC 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 LAC 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 if stated in the local agency’s Approved Procedures. 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 interest, 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 an AOS has been prepared or if the owner has indicated a willingness to donate the R/W after being informed of their right to receive just compensation. 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 if the appraisal waiver is over $10,000. The local agency is responsible for providing and paying for this appraisal.

A donation may be accepted only after the owner has waived, in writing, their right to just compensation (see Appendix 25.177). 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 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.

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.

.91 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. For an AOS offer letter template, see Appendix 25.181(a) or 25.181(b).

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.
.92 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 ensure that the property will be in an acceptable condition for WSDOT to accept the transfer of ownership. The local agency should contact the LAC if they are considering acquisition of contaminated properties.

.93 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. The local agency should contact the LAC if they are considering global settlements.

.94 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 interest, 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 LAC 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 25.177). Section 323 of 23 USC 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 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 25.177.
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 interests 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 interests 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 Subsection 25.93).

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 LAC.

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.

3. 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.

- The negotiator’s recorded information, including parcel details, estimates, bids, research information, all available appraisals, including the owner’s and the owner’s rationale for increased compensation. This is the most important part of the justification.

- Recent trends in court awards in cases involving similar acquisition and appraisal problems and the length of time it takes to get on the court’s schedule.

- A statement can be made that condemnation will take additional time and money, but do not attach a dollar amount to the statement since it would be speculative. You should include items such as updating the appraisal for trial, pretrial, conference, staking of right of way, attorney’s expenses, and witness fees (appraisers, consultants, etc.) will be additional incurred costs. You should not speculate about increased project costs resulting from a delay. You could try to quantify your administrative costs resulting from condemnation proceedings such as additional staff time.

- Describe the trial risks based on experience in the particular jurisdiction (e.g., county, city).

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 Right of Way Manual Section 6-12.

25.12 Relocation

The regulations governing relocation assistance are covered in 49 CFR 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 LAC 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 Subsection 25.43).

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

Prior to R/W certification, the local agency must ensure that the R/W plans were reviewed and approved as part of the design approval (see Appendix 43.62).

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 on agency letterhead must be submitted to the Region Local Programs Engineer.

The certification provides the following information and assurances.

1. Sufficient property rights to construct, operate, and maintain the facility as shown on PS&E 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 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.)

For specifics on certification procedures, requirements, and examples, see Right of Way Manual Chapter 17.

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 interests.
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). FHWA will either be credited for its share of the net proceeds of the sale or lease payment, or the agency may 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 per 23 CFR 710.403.

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. Allowing an airspace lease for recreational activities could result in the parcel becoming a protected 4(f) resource, costs associated with mitigating impacts to these resources will not be eligible for federal aid participation. 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 LAC should be contacted for more detailed policies and procedures that must be considered.
Right of Way Procedures

Chapter 25

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 interest 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 wellwritten 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 emails 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 Right of Way Manual Chapter 12.
25.16 Document Retention

The acquiring agency shall maintain all records of its R/W activities for at least three years after payment of the final voucher for the project, not per parcel, to demonstrate compliance with 23 CFR 710.201(f).

25.17 Appendices

**Cautionary Note:** Please contact your LAC prior to changing any templates in the appendices.

- 25.171 Right of Way Procedures
- 25.172 Right of Way Project Funding Estimate
- 25.173 True Cost Estimate
- 25.174 Acquisition Appraisal Report
- 25.175 Appraisal Waiver Procedure
- 25.176 Review Appraiser Form
- 25.177 Donation Statements – Example
- 25.178 Federal Aid Requirement Checklist
- 25.179 Acquisition Process Flowchart
- 25.180 Governmental Agreement for Aid
- 25.181(a) AOS Offer Letter Template (Offers Less Than $10,000)
- 25.181(b) AOS Offer Letter Template (Offers Between $10,001–$25,000)
AOS Offer Letter Template
Appendix 25.181(b) (Offers Between $10,001–$25,000)

Date

______________________________
______________________________
______________________________

Subject: Project Title
FA No.
Parcel Number

Dear:

The (agency name) plans to proceed with the above-titled public project. As a part of the project, we need to purchase your property and/or property rights identified on the “Right of Way Plan” by the “parcel number” listed above. The bearer of this letter is the Agency’s agent in completing this transaction.

In those cases where property rights being acquired involve a payment greater than $10,001 and less than $25,000, the agency will administratively establish an amount to be offered. This administrative offer is based on market research performed by a person having sufficient understanding of the local real estate market.

You may wish to employ professional services to evaluate the Agency’s offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency’s offer. The Agency will reimburse up to $750.00 of your evaluation costs upon submission of the bills or paid receipts.

You have the right to request the agency appraise your property any time prior to accepting the offer.

An administrative offer of $__________ is being made for your property or property rights. This offer consists of:

- describe acre/square feet of acquisition
- type of acquisition – fee, easement, temporary construction easement
- improvements
- minor cost to cure damages

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.
(If the acquisition will result in the displacement of person or personal property, add the following paragraph)

Owners and tenants of dwellings, businesses, farm operations, or nonprofit organizations being displaced cannot be required to move from the referenced property without being given a written assurance of at least 90 days prior to the date by which they will be required to vacate the property. In most cases, the Agency will provide this assurance in the relocation letter entitled, “Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance.” Occupancy of the property beyond the date the Agency acquires possession will require that a rental agreement be signed and rent be paid.

Payment for your property and/or property rights will be made available to you after acceptance of the Agency’s offer. The date on which payment is made available to you is called the “payment date.” On that date, the Agency becomes the owner of the property and/or property rights purchased and responsible for its control and management.

(Optional paragraph)

If you decide to reject the Agency’s offer, the Agency, acting in the public interest, will use its right of eminent domain to acquire your property for public use.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned. May we please have your early reply as to acceptance or rejection of this offer?

Thank you.

Sincerely,

By: Agent
(000) 000-0000

Receipt of this letter is hereby acknowledged.
I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

Signature Date
Title VI Plan for Agencies
Over 100,000 Population

____________ 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 and Information Services

Appendix III Lease/Deed Provisions 18
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 non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event ____________ Agency distributes federal aid funds to another entity, ____________ Agency will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for federal funds. Assurance of compliance, therefore, falls under the proper authority of the Board of Agency Commissioners pursuant to its budgetary authority and responsibility. The Agency Administrator and Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

_________________________________ ________________________
Agency Administrator    Date

B. Authorities – Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal aid recipients, subrecipients, 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 nondiscrimination 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 subrecipients under federally funded projects or programs. Specialists will ensure applicable Title VI provisions and requirements are included in contractual agreements to prime contractors and subrecipients. 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 and 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 subrecipients. 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 subrecipients, including contractors, subcontractors, consultants, and subconsultants 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 subrecipients, 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 subrecipient 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 subrecipient, 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 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 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 subrecipients, 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 subrecipients 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 subrecipient levels, corrective action will be taken to resolve identified Title VI issues. _____ Agency will seek the cooperation of the consultant, contractor or other subrecipient in correcting
deficiencies found during periodic reviews. _____ Agency will provide technical assistance and guidance, upon request, to support voluntarily compliance by the subrecipient. When conducting Title VI compliance reviews, the Agency will reduce to writing any recommended remedial action agreed upon by the Agency and subrecipient, and provide a copy of the letter within a period not to exceed 45 days.

Subrecipients 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 subrecipient 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 subrecipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ascertain if the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the subrecipient 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 and 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; RCW 47.80

3. Public Involvement in Planning Activities and 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 and 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; WSDOT Local Agency Guidelines; *Standard Plans* WSDOT/APWA - M 21-01; 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; *Environmental Procedures Manual* M 31-11; 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 affected 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.


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 M 26-01 for property acquisition as well as applicable laws and regulations, including Title VI and Section 504.

   d. Adhere to departmental policy of appraising 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.


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 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--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 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.

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, or 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, subgrantees, 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, subgrantees, 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, Non-Discrimination 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 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, 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 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.

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1 Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of Civil Rights Act of 1964.
Exhibit 2C – Lease/Deed Provisions

Upon receipt of federal financial assistance to construct a facility or part of a facility, the Recipient agrees to include 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, Non-Discrimination 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 nondiscrimination 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, Non-Discrimination 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.
Nondiscrimination Agreement

Appendix 28.72
Population Under 100,000

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 nondiscrimination 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
Section 504 and the Americans with Disabilities Act

29.1 General Discussion

This chapter summarizes the regulations and implementing requirements that local agencies must follow.

*Section 504 of the Rehabilitation Act of 1973* states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal funding. This law extends to the entire operations of a recipient or subrecipient regardless of the specific funding source of a particular operation.

*The Americans with Disabilities Act of 1990* is mirrored after Section 504 (nondiscrimination based on disability), but extends the reach of Federal accessibility laws to include those agencies that are not recipients or subrecipients of Federal funding. Title II (28 CFR Part 35) of the ADA specifically pertains to State and Local Governments.

Local agencies are always subject to the requirements of the ADA, and are typically subject to the requirements of Section 504 as well since they usually fall under the legal classification of being either a recipient or subrecipient of Federal funding. By legal definition, a recipient includes any public entity that receives Federal financial assistance from the United States Department of Transportation (USDOT), either directly or through another recipient (49 CFR Part 27.5). Note that recipient classification is not based on the funding source of a particular project, but rather on whether the public entity accepts any Federal funding for any purpose at any time.

29.2 Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the public works director and addressed to WSDOT, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA). This policy statement is required as part of the local agency’s agreement with WSDOT.

29.3 Administrative Requirements

The following is a list of requirements set forth by Section 504 and/or the ADA: [Note: When a requirement cites a number of employees as a trigger, that number is based on the total of permanent, temporary, and contract employees regardless of whether the employees are full or part time.]

- Agencies with 50 or more employees are required to designate at least one person as their ADA/504 Coordinator. This person is responsible for coordinating ADA/504 compliance throughout the agency. The name, office address, and
telephone number of the ADA/504 Coordinator must be provided both internally and externally.

- All agencies, regardless of size, are required to provide public notice of the ADA provisions. This notice must contain a brief description about how the agency will address ADA accessibility in its employment, communications, policies, and resolution of complaints. This notice must be placed in locations and/or facilities that are accessible internally and externally. The notice must also be available in alternative formats. For example, you must provide alternative formats that address the needs of persons with mobility, visual, and hearing disabilities.

- Agencies with 50 or more employees are required to adopt and publish grievance/complaint procedures. These procedures must be posted internally and externally, and be made available in alternative formats.

- All agencies are required to ensure that communications with persons with disabilities are as effective as communications with others. This is applicable to all forms of communications, including information posted on an agency’s website (ref. Section 508 of the Rehabilitation Act and the ADA), emergency services communications, and pedestrian signal systems.

- All agencies are required to ensure that their emergency management programs, services, and activities are also accessible to persons with disabilities. This includes transportation and community evacuation services.

- All agencies are required to conduct a self-evaluation of its policies, services, and activities to determine whether Section 504/ADA accessibility requirements are being met. This includes all public right-of-way facilities.

- Agencies with 50 or more employees are required to develop a Transition Plan (See Section 29.4) when structural modifications, identified through the self-evaluation process, are necessary to achieve program accessibility under Section 504 and the ADA. Operation and maintenance of pedestrian facilities in the public right of way (e.g., sidewalks, crosswalks, curb ramps, pedestrian signals, transit stops, etc.) is considered a “program, service, or activity” of State and local governments covered by Section 504 and ADA requirements. Ensure there is outreach to interested parties (i.e., persons with disabilities/advocacy groups) while developing both the Transition Plan and the Self-Evaluation Plan. For an example of a Transition Plan and a Self-Evaluation Plan see the Highways and Local Programs Local Agency Guidelines Manual website www.wsdot.wa.gov/LocalPrograms/LAG

- All agencies are required to maintain accessibility of programs and facilities. This includes maintaining accessibility of pedestrian facilities that may be impacted by overgrown vegetation, snow/ice, severe heaving/cracking of surfaces, construction work zones, and so on.
29.4 Transition Plan Elements

As mentioned under Administrative Requirements, agencies with 50 or more employees (ADA) are required to develop a transition plan when structural modifications are necessary to achieve ADA compliance. Using the results of the agency’s self-evaluation, the plan shall, at a minimum:

- Identify the physical obstacles in the public entity’s facilities that limit the accessibility of its programs or activities to individuals with disabilities (including those within the public right of way);
- Describe in detail what will be done to make the facilities accessible;
- Specify the schedule for each facility and/or obstacle to be retrofitted;
- Identify the individual responsible for implementation of the plan (typically the agency’s ADA/504 Coordinator).

It is recommended by FHWA that an estimated cost of each modification is included as part of the schedule described above to assist in the budget and/or TIP preparation. FHWA considers the transition plan to be a living document. The transition plan should be used in conjunction with planning and prioritizing of projects, and for monitoring progress on completing modifications. If the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period. It is recommended by FHWA that the transition plan be updated annually until all planned modifications have been made.

Based on input from the Department of Justice, it is FHWA’s policy that States and other public agencies establish a “reasonable and consistent” policy for installing APS on all alteration and new construction projects consistent with the requirements of Section 35.151 of Title II of the ADA. FHWA will work with WSDOT and local agencies to ensure that all new and altered pedestrian signal installations are usable by persons with visual disabilities.

29.5 Requirements for New Construction and Alterations

Title II of the ADA requires that new facilities be designed and constructed such that they are readily accessible to and usable by persons with disabilities. New construction projects address the construction of a new roadway, interchange, or other transportation facility where none existed before. New construction is expected to meet the highest level of ADA accessibility unless it is structurally impracticable to achieve full compliance. Full compliance will be considered structurally impracticable only when, in rare circumstances, the unique characteristics of terrain prevent full compliance. If full ADA compliance cannot be achieved in new construction, compliance is required to the extent structurally practicable. Note that the United States Department of Justice (USDOJ), the primary enforcement agency for the ADA, has explicitly clarified in its guidance on the ADA regulations that structural impracticability is not to be applied to situations in which a facility is located in “hilly” terrain or on a plot of land upon which there are steep grades. In such circumstances, accessibility can be achieved without destroying the physical integrity of a structure, and is required in the construction of new facilities.
The vast majority of construction projects undertaken by State and Local Agencies are not classified as new construction under the ADA, but rather they are classified as alterations. An alteration is a project that occurs within an existing developed right of way. Alterations include reconstruction, major rehabilitation, widening, resurfacing (e.g., asphalt overlays and mill and fill), signal installation and upgrades, and projects of similar scale and effect. An alteration project must be planned, designed, and constructed so that the required accessibility improvements occur at the same time as the alteration.

Alterations to existing facilities are required to meet new construction standards to the maximum extent feasible. Physical terrain or site conditions that would require structural impacts, environmental impacts, impacts to a historic feature (the feature must be classified as Section 106), or unacceptable impacts to the community in order to achieve full compliance with the ADA standards are some of the factors that can be used to determine that the maximum extent feasible is achieved.

If full ADA compliance cannot be achieved in an alteration, compliance is required to the extent feasible within the scope of the project. Note that the word “scope,” when referred to in Federal accessibility guidance and requirements, has a subtly different connotation than many civil engineers are accustomed to. Examples of work that is not within the scope of a project include the need to acquire right of way when right of way is not being acquired elsewhere on the project; the need to relocate utilities when utilities are not being relocated elsewhere on the project; the need to vertically realign the roadway when the roadway is not being vertically realigned elsewhere on the project; etc. Note that cost is not to be used as a justification for not meeting ADA standards on an alteration project.

While the ADA/504 regulations do not require documentation of the application of structural impracticability nor maximum extent feasible, both FHWA and the United States Access Board recommend that these instances be documented. The documentation of these instances should reveal the standard of care that guided engineering judgments. In the event of a challenge at a future time, documentation can be retrieved from project archives in support of the agency’s decisions. While careful documentation will not protect an agency against complaint, evidence of the considerations that led to the specific project solution may be persuasive in court or in discussions with stakeholders.

As described in the Design Manual M 22-01, WSDOT has an established documentation procedure for applications of maximum extent feasible in alteration projects on state routes. If a local agency applies maximum extent feasible to a pedestrian facility located on a state route, it is WSDOT’s expectation that the agency will follow the WSDOT documentation procedure described in the Design Manual M 22-01. The completed documentation should be submitted to WSDOT H&LP, through your regional WSDOT Local Programs office, for review and approval. If a local agency finds the need to apply maximum extent feasible to a pedestrian facility that is not located on a state route, the WSDOT documentation procedure does not need to be followed. However, it is highly recommended that the agency develops its own documentation protocol for such situations that is consistent with the FHWA and United States Access Board recommendations.
29.6 Monitoring and Enforcement

Responsibility for monitoring and enforcement of Section 504 rests with the Federal funding agency. The Section 504 regulations require WSDOT, as a recipient, to monitor and enforce the compliance with both Section 504 and the ADA of any entity receiving disbursement of either state or federal funding through WSDOT. While DOJ has the ultimate enforcement authority for ADA compliance, DOJ has delegated monitoring and enforcement responsibility to several federal executive agencies including the USDOT and its operating administrations. FHWA monitors WSDOT and local agency compliance through various means such as process and program reviews, construction inspections, PS&E reviews, and complaint investigations. If noncompliance is found, and the noncompliance is not corrected to FHWA’s satisfaction, FHWA may terminate or refuse to grant federal funding.

29.7 Authorities

- 29 USC 794 - Section 504 of the Rehabilitation Act of 1973 (as amended by the Civil Rights Restoration Act of 1987)
- 42 USC 12111 - Americans with Disabilities Act (Title II)

29.8 Regulations

- 28 CFR Part 35 (Title II) “Nondiscrimination on the Basis of Disability in State and Local Government Services”
- 49 CFR Part 27 (Section 504) “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance”
- 49 CFR Part 37 “Transportation Services for Individuals with Disabilities (ADA)
- 49 CFR Part 38 “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles”

29.9 Resources

- Chapters 1510 and 1515 of the Design Manual M 22-01
- Chapter 42 of the LAG Manual
Appendix 31.73

Vacant
AGENCY NAME NOTICE TO CONSULTANTS FOR
PROJECT NAME

The AGENCY NAME solicits interest from consulting firms with expertise in Civil and Structural Design. Consultants will be considered for the following project.

PROJECT DESCRIPTION

The work to be performed by the CONSULTANT consists of preparing preliminary engineering and PS&E for improvement of 36th Street East to Jovita Boulevard East. The proposed improvements include widening the road to accommodate four lanes of traffic, improving intersection radii, increasing left turn storage, revisions to existing signal systems in order to accommodate the proposed improvements, and construction of retaining walls to provide for roadway widening. The major features of the project are as follows:

• Approximately 1.74 miles of widening for two additional lanes.
• Improving intersection radii to meet design standards.
• Environmental planning and preparation of permit applications.
• Signal modifications and design.
• Structural design for retaining walls and culvert extensions/replacements.
• Determination of R/W needs and R/W plan preparation.
• A partnering effort is possible to assist with short project schedule, coordination of management, decision-making, and interaction with the (Agency name) regarding structural issues and reviews.

SUBMITTAL

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

Submittals will be evaluated and ranked based on the following criteria:

1) Key personnel; 2) Firm experience with PS&E; 3) Firm experience with environmental planning and permitting process; 4) Ability to meet schedule; 5) Approach to project; 6) Familiarity with relevant codes and standards; 7) Past performance/references.

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).

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.

## Submittal Information Form

**Project Name or Roster Category:**

**Prime**

**Firm Name:**

**Address:**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>County</th>
</tr>
</thead>
</table>

**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.
Local Agency Standard Consultant Agreement

Consultant/Address/Telephone

Architectural/Engineering Agreement
Personal Services Agreement

Agreement Number

Federal Aid Number

Agreement Type (Choose one)

Lump Sum

Cost Plus Fixed Fee

Overhead Progress Payment Rate

Overhead Cost Method

Actual Cost

Actual Cost Not To Exceed

Fixed Overhead Rate

Cost Per Unit of Work

Lump Sum Amount $ ____________

% DBE Participation

Yes  No  ____________

% Federal ID Number or Social Security Number

Do you require a 1099 for IRS?

Yes  No

Completion Date

Total Amount Authorized $ ____________

Management Reserve Fund $ ____________

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 09/2013

Page 1 of 8

WSDOT Local Agency Guidelines  M 36-63.23
October 2013
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 DBE/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 written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000) per occurrences and two million dollars ($2,000,000) in the aggregate for each policy period.
C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million ($1,000,000) dollars, whichever is the greater, unless modified by Exhibit “L”. In no case shall the CONSULTANT’S professional liability to third parties be limited in any way.
The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work
A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment”, hereafter referred to as “CLAIM”, under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans
If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review
The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency
Attached hereto as Exhibit “M-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “M-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “M-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “M-4” Certificate of Current Cost or Pricing Data. Exhibit “M-3” is required only in AGREEMENTS over $100,000 and Exhibit “M-4” is required only in AGREEMENTS over $500,000.

XVIII Complete Agreement
This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance
This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

By ____________________________ By ____________________________
Consultant ______________________ Agency ______________________
Exhibit A-1
Scope of Work

Project No. ______________

Documents To Be Furnished By The Consultant

DOT Form 140-089 EF Exhibit A-1
Revised 6/05
Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY’S and CONSULTANT’S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

A.
B.
C.
D.
E.
F.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.
Formal Task Assignment Document

Task Number

The general provisions and clauses of Agreement shall be in full force and effect for this Task Assignment.

Location of Project:

Project Title:

Maximum Amount Payable Per Task Assignment:

Completion Date:

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: ___________________________ Date: ___________________________

Oral Authorization Date: ___________________________ See Letter Dated: ___________________________

Consultant Signature: ___________________________ Date: ___________________________

Agency Approving Authority: ___________________________ Date: ___________________________

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05
Disadvantaged Business Enterprise Utilization Certification  
(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.

Name of Bidder certifies that the Disadvantaged Business Enterprise (DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an “Amount to be Applied Towards Goal” is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number | Project Role *  
| (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 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 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

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
    ........................................................................................................................................
    ........................................................................................................................................

DOT Form 140-089 EF Exhibit C
Revised 10/2013
III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format
Exhibit D-1
Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, “Scope of Work.” The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit “D” and by this reference made part of this AGREEMENT.

A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

1. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT’S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims. The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.
D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
Exhibit D-2
Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, “Scope of Work.” The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT’S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under “Overhead Progress Payment Rate.” Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

   a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

   b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit “E” attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm’s fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year’s overhead cost to reflect the actual rate.
Failure to supply this information by either the prime CONSULTANT or any of their sub-
consultants shall cause the AGENCY to withhold payment of the billed overhead costs until
such time as the required information is received and an overhead rate for billing purposes is
approved.

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to
the CONSULTANT. These charges may include, but are not limited to, the following
items: travel, printing, long distance telephone, supplies, computer charges and sub-
consultant costs.

a. 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 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.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT’S profit, is shown in the
heading of this AGREEMENT under Fixed Fee. This amount does not include any
additional Fixed Fee, which could be authorized from the Management Reserve Fund. This
fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-
hours required to perform the stated Scope of Work. In the event the CONSULTANT
enters into a supplemental AGREEMENT for additional work, the supplemental
AGREEMENT may include provisions for the added costs and an appropriate additional
fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of
work completed by the CONSULTANT and reported in the Monthly Progress Reports
accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in
the progress payments will be covered in the final payment, subject to the provisions of
Section IX entitled “Termination of Agreement.”

5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve
Fund to provide the Agreement Administrator with the flexibility to authorize additional
funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the
CONSULTANT for additional work beyond that already defined in this AGREEMENT.
Such authorization(s) shall be in writing and shall not exceed
the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, “Extra Work.”

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, “General Requirements” of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
Exhibit D-3
Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit “E” and “F” attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and 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.”
4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit “E”, including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
Exhibit D-4
Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit “E” and “F” attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT’S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT’S fixed hourly rates may include salary or overhead adjustments.

2. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and 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.”

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
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: ____________________________________________________________

**Direct Salary Cost (DSC):**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Man Hours</th>
<th>Rate</th>
<th>Cost</th>
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<tbody>
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</table>

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
- Itemized
- Itemized
- Itemized
- Itemized

**Subtotal (Consultant Total):**

**Subconsultant Costs** (See Exhibit G):

**Grand Total**

Prepared By: ____________________________ Date: ____________________________

---

DOT Form 140-089 EF Exhibit E-1
Revised 10/2013
Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead @ ____ %</th>
<th>Profit @ ____ %</th>
<th>Rate Per Hour</th>
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</thead>
<tbody>
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</tbody>
</table>

DOT Form 140-089 EF Exhibit E-2
Revised 6/05
## Exhibit F
### Breakdown of Overhead Cost

<table>
<thead>
<tr>
<th>Account Title</th>
<th>$ Beginning Total</th>
<th>% of Direct Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor</td>
<td></td>
<td></td>
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<tr>
<td>Overhead Expenses:</td>
<td></td>
<td></td>
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<tr>
<td>FICA</td>
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<tr>
<td>Unemployment</td>
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<td>Health/Accident Insurance</td>
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<td>Medical Aid &amp; Industrial Insurance</td>
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<td>Holiday/Vacation/Sick Leave</td>
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<td>Commission/Bonus/Pension</td>
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<td><strong>Total Fringe Benefits</strong></td>
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<tr>
<td>General Overhead:</td>
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<tr>
<td>State B&amp;O Taxes</td>
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<tr>
<td>Insurance</td>
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<tr>
<td>Administration &amp; Time Not Assignable</td>
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<tr>
<td>Printing, Stationery &amp; Supplies</td>
<td></td>
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<tr>
<td>Professional Services</td>
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<tr>
<td>Travel Not Assignable</td>
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<tr>
<td>Telephone &amp; Telegraph Not Assignable</td>
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<tr>
<td>Fees, Dues &amp; Professional Meetings</td>
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<td>Utilities &amp; Maintenance</td>
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<td>Professional Development</td>
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<td>Equipment Support</td>
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<td>Office, Miscellaneous &amp; Postage</td>
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<tr>
<td><strong>Total General Overhead</strong></td>
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<tr>
<td><strong>Total Overhead</strong> (General + Fringe)</td>
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<tr>
<td><strong>Overhead Rate</strong> (Total Overhead / Direct Labor)</td>
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DOT Form 140-089 EF Exhibit F
Revised 6/05
Exhibit G
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

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DOT Form 140-089 EF Exhibit G
Revised 6/05
### Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

**Project:**

**Sub Consultant:**

#### Direct Salary Cost (DSC):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Man Hours</th>
<th>Rate</th>
<th>Cost</th>
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</table>

Total DSC = $ __________

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

\[
\text{OH Rate} \times \text{DSC} \times \% \times \$ \quad = \quad \text{___________}
\]

#### Fixed Fee (FF):

\[
\text{FF Rate} \times \text{DSC} \times \% \times \$ \quad = \quad \text{___________}
\]

#### Reimbursables:

- Itemized
  
  =

SubConsultant Total

= __________

---

Prepared By:

Date:

DOT Form 140-089 EF Exhibit G-1
Revised 11/11
### Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead @___%</th>
<th>Profit @___%</th>
<th>Rate Per Hour</th>
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DOT 140-089 EF Exhibit G-2
Revised 11/11
### Exhibit G-3
Breakdown of Subconsultants Overhead Cost

<table>
<thead>
<tr>
<th>Account Title</th>
<th>$ Beginning Total</th>
<th>% of Direct Labor</th>
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<tbody>
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<td>Insurance</td>
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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

DOT Form 140-089 EF Exhibit H
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

(Refer to Agreement, Section IX)

Lump Sum Contracts
A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts
A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts
A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts
A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.
Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency’s Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region
Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General’s Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
Exhibit K
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

DOT Form 140-089 EF Exhibit K
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 Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to $__________________.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $__________________.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $__________________.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.
Exhibit M-1(a)
Certification Of Consultant

Project No. ________________
Local Agency

I hereby certify that I am ____________________________ and duly authorized representative of the firm of ____________________________ 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

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-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
Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): ____________________________________________

_________________________ [Date] __________ [Signature] President or Authorized Official of Consultant
Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of are accurate, complete, and current as of **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm

Name

Title

Date of Execution***

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.
Supplemental Signature Page for Standard Consultant Agreement

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THIS AGREEMENT, made and entered into this day of , 2013, 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

Agency

LOCAL AGENCY

By

Consultant

By

Agency

By

Agency

By

Agency

DOT Form 140-089 EF Appendix 31.910
Revised 6/05
Appendix 31.711  Supplemental Agreement

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The Local Agency of ____________________________ desires to supplement the agreement entered into with ____________________________ and executed on ____________________________ and identified as Agreement No. ____________________________

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read:

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: ____________________________   By: ____________________________

Consultant Signature          Approving Authority Signature

DOT Form 140-063 EF
Revised 9/2005
### ACME BILLING - DESIGN CONTRACT

**COMMENCING APRIL 1998**

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<td>2,463.07</td>
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<td>14053</td>
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<td>5,563.92</td>
<td>3,870.34</td>
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<td>14313</td>
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<td>17,509.21</td>
<td>9,952.37</td>
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| BILLED TO DATE | 1,194,191.68 | 980,521.17 | 102,039.79 | 111,576.72 |
| REMAINING TO BE BILLED | 55,808.32 | 14,210.08 | 4,606.21 | 11,992.03 | 25,000.00 |

*may also be used to track subconsultant expenditures*
### Performance Evaluation Consultant Services

**Consultant Name**

**Evaluation Type**
- [ ] Interim
- [ ] Subconsultant
- [ ] Final

**Consultant Address**

**Project Title**

**Agreement Number**

**Type of Work**
- [ ] Study
- [ ] Design
- [ ] R/W
- [ ] PS&E
- [ ] Other (Specify Below):

**Type of Agreement**
- [ ] Lump Sum
- [ ] Hourly Rate
- [ ] Cost Plus Fixed Fee
- [ ] Other

**Complexity of Work**
- [ ] Difficult
- [ ] Routine

**Date Agreement Approved**

**Amount of Original Agreement**

**Total Amount Modifications**

### Performance Rating Scale (From Average Score Below)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Comment</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Negotiations</td>
<td>Cooperative and responsive.</td>
<td></td>
</tr>
<tr>
<td>2. Cost / Budget</td>
<td>Complete within agreement budget including supplements.</td>
<td></td>
</tr>
<tr>
<td>3. Schedule</td>
<td>Complete within agreement schedule including supplements.</td>
<td></td>
</tr>
<tr>
<td>5. Communications</td>
<td>Clear, Concise Communication (Oral, written, drawings).</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score**

**Average Score (Total Score / Number of criteria rated)**

**Rated By (Project Manager Name and Title)**

**Project Manager Signature**

**Date**

**Rated By (Area Consultant Liaison Name and Title)**

**Area Consultant Liaison Signature**

**Date**

**Executive Review (Name and Title)**

**Executive Signature**

**Date**

---

DOT Form 272-019 EF
Revised 3/2002

**Distribution:**
- Original: Consultant
- Copies: Project Manager - Area Consultant Liaison - Consultant Services Office
Performance Evaluation Instructions

How

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

When

Final Evaluation

- Always complete and distribute a performance evaluation at the point of termination of the agreement.
- See distribution at bottom of form.

Interim Evaluation

- Interim evaluations should be performed as follows:
  1. At phase transitions.
  2. When any project management changes occur.
  3. To alert a consultant to poor performance.
  4. Annually if none of the other conditions occur.
- Distribute as usual.

Subconsultant Evaluation

- For subconsultants with significant project participation (more than $100,000) an evaluation is recommended. Ensure coordination and review with the prime consultant prior to distribution.
- Distribute similar to usual. Include prime consultant and subconsultant.

Why

- Scores from these evaluations factor into “Past Performance” ratings, which are used to help determine selection of future consultants. Meaningful evaluations help us hire the best.
# Consultant Services Evaluation Supplement

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Evaluation Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Interim ☐ Subconsultant ☐ Final</td>
</tr>
<tr>
<td>Consultant Address</td>
<td>Project Title</td>
</tr>
<tr>
<td>Agreement Number</td>
<td></td>
</tr>
</tbody>
</table>

## Performance Rating Scale (From Average Scores)

<table>
<thead>
<tr>
<th>Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Superior</td>
</tr>
<tr>
<td>9</td>
<td>Above Reqsmts</td>
</tr>
<tr>
<td>8</td>
<td>Meets Reqsmts</td>
</tr>
<tr>
<td>7</td>
<td>Below Reqsmts</td>
</tr>
<tr>
<td>6</td>
<td>Poor</td>
</tr>
</tbody>
</table>

### Negotiation and Cost / Budget Criteria

#### 1. Negotiations

**Sub-Criteria**

<table>
<thead>
<tr>
<th>Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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**

<table>
<thead>
<tr>
<th>Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- A. Finished within budget, including all supplements.
- B. Appropriate level of effort.
- C. Reasonable direct, non-salary expenses.
- D. 
- E. 
- F. 

**Total Score**

**Average Score (Total Score / Number of sub-criteria rated)**

**Comments**
## Schedule and Technical Quality Criteria

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Agreement Number</th>
</tr>
</thead>
</table>

### 3. Schedule

<table>
<thead>
<tr>
<th>Sub-Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Achieved schedule (including all supplements).</td>
<td></td>
</tr>
<tr>
<td>B. Prompt response to review comments.</td>
<td></td>
</tr>
<tr>
<td>C. Adapted to changes by WSDOT.</td>
<td></td>
</tr>
<tr>
<td>D. Notified WSDOT early regarding schedule &quot;impactors.&quot;</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score**

**Average Score (Total Score / Number of sub-criteria rated)**

Comments:

### 4. Technical Quality

<table>
<thead>
<tr>
<th>Sub-Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Work products meet standards; where &quot;practical.&quot;</td>
<td></td>
</tr>
<tr>
<td>B. Performed appropriate quality control.</td>
<td></td>
</tr>
<tr>
<td>C. Responds to review comments in subsequent submission.</td>
<td></td>
</tr>
<tr>
<td>D. Sought opportunities to incorporate innovative designs.</td>
<td></td>
</tr>
<tr>
<td>E. Delivered “compatible” electronic files.</td>
<td></td>
</tr>
<tr>
<td>F. Implemented procedures to control construction costs.</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score**

**Average Score (Total Score / Number of sub-criteria rated)**

Comments:
## Comunication and Management Criteria

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Agreement Number</th>
</tr>
</thead>
</table>

### 5. Communications

<table>
<thead>
<tr>
<th>Sub-Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Produced clear, concise oral and written communication.</td>
<td></td>
</tr>
<tr>
<td>B. Demonstrates an understanding of oral and written instructions.</td>
<td></td>
</tr>
<tr>
<td>C. Communicated at intervals appropriate for the work.</td>
<td></td>
</tr>
<tr>
<td>D. Respects and uses lines of communications.</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score**

**Average Score (Total Score / Number of sub-criteria rated)**

**Comments:**

### 6. Management

<table>
<thead>
<tr>
<th>Sub-Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Provided creative cost control measures / ideas.</td>
<td></td>
</tr>
<tr>
<td>B. Submitted appropriate, periodic, accurate progress reports.</td>
<td></td>
</tr>
<tr>
<td>C. Accurate and timely invoicing.</td>
<td></td>
</tr>
<tr>
<td>D. Conducted meetings efficiently.</td>
<td></td>
</tr>
<tr>
<td>E. Limited the number of consultant-initiated contract modifications / supplements.</td>
<td></td>
</tr>
<tr>
<td>F. Coordinated with WSDOT effectively; was a &quot;team player.&quot;</td>
<td></td>
</tr>
<tr>
<td>G. Responsive</td>
<td></td>
</tr>
<tr>
<td>H. Managed subconsultants effectively.</td>
<td></td>
</tr>
<tr>
<td>I.</td>
<td></td>
</tr>
<tr>
<td>J.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score**

**Average Score (Total Score / Number of sub-criteria rated)**

**Comments:**
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, USC, 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.


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 Emergency Relief Procedures Manual M 3014, February 2012
- 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 percent 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/noneligibility 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 onsite 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 onsite 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, November 2009).

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 Region 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), compensation for material, equipment, or economic losses (e.g., stockpiled material, maintenance equipment, lost revenue). 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.

k. Project delay costs or lost toll revenues are not eligible.

l. Transit operation and maintenance costs are not eligible.

m. Radiological contamination with no incidental structural damage 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 occurrence 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 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.

Incidental permanent restoration work will be funded at the normal match rate even if the permanent repair is performed as an incidental part of the emergency repair work.

.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 two 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) must be included in the same manner as a typical nondisaster 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 USC 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 onsite 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.
- 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 checklist 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 Region 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 Region Highways and Local Programs Engineer.

All projects which involve a contract must follow the guidelines outlined in Chapter 46. All further action, including processing, billing, and payment, will be in accordance with Chapter 23.

Final vouchers, inspection, audit, and project closure are accomplished in accordance with Chapter 53.

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 percent 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 percent 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 Detailed Damage Inspection Report
EXAMPLE
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, Region Highways and Local Programs Engineer
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.

[Signature]
Governor of Washington

[Signature]
Secretary of State
### Local Agency Detailed Damage Inspection Report

<table>
<thead>
<tr>
<th><strong>Applicant</strong></th>
<th><strong>County(s)</strong></th>
<th><strong>FHWA Disaster No.</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Location of Damage (Name of Road or Street)</strong></th>
<th><strong>Milepost</strong></th>
<th><strong>Inspection Date</strong></th>
<th><strong>From</strong></th>
<th><strong>To</strong></th>
<th><strong>Federal-Aid Route</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Description of Damage (Include Bridge Number(s) if Applicable)</strong></th>
<th><strong>Local /State Project No(s).</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Cost Estimate (Including Preliminary and Construction Engineering)</strong></th>
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</thead>
</table>

#### Temporary/Emergency Repair

(Work required to restore essential travel and protect the remaining facility from immediate threat.)

<table>
<thead>
<tr>
<th>Method of Work:</th>
<th>Local/State Force Account</th>
<th>Emergency Contract</th>
<th><strong>Total Temporary Repair</strong></th>
</tr>
</thead>
</table>

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.)

<table>
<thead>
<tr>
<th>Method of Work:</th>
<th>Local/State Force Account</th>
<th>Emergency Contract</th>
<th><strong>Total Incidental Perm.</strong></th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Method of Work:</th>
<th>Local/State Force Account</th>
<th>Contract</th>
<th><strong>Total Perm. Restoration</strong></th>
</tr>
</thead>
</table>

Environmental Classification

ESA, Section 106, and Section 4(f) are required on all ER work. NEPA approval is required on permanent work only.

<table>
<thead>
<tr>
<th><strong>Total Estimated Cost</strong></th>
</tr>
</thead>
</table>

Recommendation for Eligibility

- Yes
- No

Local Agency Representative

Date

Recommendation for Eligibility

- Yes
- No

State Representative

Date

FHWA Recommendation

- Eligible
- Ineligible

FHWA Engineer

Date

DOT Form 300-001EF
(Revised 04/2011)
Chapter 34  Highway Bridge Program

34.1 General Discussion

The primary objective of the Federal Highway Bridge Program (HBP) is to ensure public safety through inspection, rehabilitation, and replacement of bridges that meet the requirements for inclusion in the National Bridge Inventory (NBI) as defined by the National Bridge Inspection Standards (NBIS). The bridges that would be eligible for rehabilitation and or replacement using federal funds are described in Section 34.41.

This chapter describes the national requirements for bridge inspection programs and for selecting bridge projects to be funded using federal funds.

34.2 Bridge Condition Inspection Program

A methodical Bridge Inspection Program is required 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, Title 23 Highways Part 650, Subpart C. The latest 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) M 36-64. Reference these documents for additional information on the following subjects. In the event of conflicting information or requirements between the WSBIM and Sections 34.2 and 34.3 of this manual, the WSBIM will govern.

.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 has been delegated as the Program Manager for county and city owned bridges. The NBIS contains provisions to allow further delegation of bridge program functions identified in §650.307(c)(2) to qualified Local Agency bridge program personnel. See Appendix 34.54.

.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 except as provided in the NBIS.

Inspection frequency requirements are listed in Section §650.311 of the NBIS. These requirements are also outlined in the flowchart in Appendix 34.52 and are detailed in the WSBIM. The Highways and Local Programs (H&LP) Bridge Inventory Engineer will perform quarterly reviews of the Local Agency Bridge Inventory to ensure that bridge inspections are being performed on time. Local Agencies will be provided
with lists of bridges and the projected inspection dates to cross check with their own inspection list to ensure concurrence and identify any omissions. Bridges shall be inspected in the calendar month that is the result of the current inspection month plus the assigned inspection frequency in months. This usually means the inspection will happen in the same calendar month for future inspection years. The inspection update should be entered in Bridge Works within 30 days. This allows H&LP to monitor inspection progress and provides a record of inspection date compliance. Once inspections are performed, Local Agencies have 90 days to finish the inspections report and have the data released to the Local Agency Bridge Inventory.

Local Agencies will be notified of bridge records that do not have current inspection dates because the field inspection has not been done or because the information has not been released to the Local Agency Bridge Inventory. This notification will be first in the form of email or other correspondence with the H&LP Bridge Office. If corrections are not made within 30 days of notification, the second notification will be a formal letter of noncompliance from the H&LP Engineering Services Manager with a corrective action plan. Finally, failure to carry out the corrective action plan will result in formal notification from the Director of H&LP that federal funds may be restricted until compliance is met.

.23 Qualification of Bridge Inspection Personnel – Federal regulations specify the requirements for two positions within a Bridge Inspection organization:

- Bridge Program Manager – hereafter Program Manager
- Bridge Inspection Team Leader – hereafter Team Leader

The Program Manager is the individual charged with managing a specific bridge program and who has been delegated the duties of ensuring timely bridge inspection and reporting and that bridge records are current and valid. The Program Manager provides overall leadership and guidance to bridge program personnel.

Minimum Qualifications for Program Manager are:

- Registered Professional Engineer or 120 months of bridge inspection experience
- 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 bridge inspections. The Team Leader is required to be onsite for all condition inspection activities on NBI bridges, and is responsible for inspection reporting and for accurate inventory coding. Qualified Team Leaders are certified by WSDOT and are issued an inspector identification number. Noncertified bridge inspectors are not allowed to submit bridge inspection data for NBI bridges to the Local Agency Bridge Inventory.

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

Program Manager and Team Leader qualification requirements are listed in Section §650.309 of the NBIS and are outlined in the flowchart in Appendix 34.51. The time requirements listed for qualification are measured by the actual time spent performing the designated activity or related tasks not by calendar years.

All applications for Program Manager delegation and Team Leader certification will be reviewed and approved by H&LP. Program Manager delegation is issued to an individual within a specific agency that meets the qualifications, not to the agency (see Appendix 34.54 to review the Bridge Program Manager Agreement). If a Bridge Program Manager leaves agency employment, and the agency desires delegation of another Program Manager, delegation to another qualified person within the agency is required (see Section 34.21). Certification of Bridge Program Manager status will be sent by hard copy letter. Bridge Inspector Team Leader certification will be acknowledged through an email response and by activation of Certified Bridge Inspector privileges in the Bridge Works Bridge Inspection Software. Any bridge certification will become part of the “Staff Qualification” file required for all bridge program personnel and which will be checked on an annual basis and during Quality Assurance (QA) reviews.

WSDOT maintains a list of qualified inspection service consultants which is available through H&LP. Private consultants wanting to provide in-service bridge inspection services must have bridge inspectors that have been certified by WSDOT staff.

.24 Continued Certification of Bridge Inspection Personnel – Each Program Manager and Team Leader must participate in a 40 hour continuing education program to maintain certification. This program requires the following during a five-year period:

• 40 hours of bridge related training including WSDOT sponsored bridge training, bridge conferences, and other NHI Bridge Training courses.

• An approved Bridge Inspector Refresher Training course.

• Field evaluation performed by WSDOT H&LP during QA reviews or by an agency’s Bridge Program Manager with the approval of the WSDOT Local Agency Bridge Engineer (see Section 34.3).

The expiration date of Program Managers and Team Leaders privileges are listed under Bridge Works account settings and is updated by H&LP after verification that the continuing education requirements have been met. Qualification reviews are performed annually and as well as the formal process during the file review during the QA process outlined under Section 34.3.
Visit the H&LP Bridge Services website at [www.wsdot.wa.gov/localprograms/bridge/training.htm](http://www.wsdot.wa.gov/localprograms/bridge/training.htm) for bridge training opportunities which count toward the 40 hours of continuing education.

### .25 Bridge Inspection Records and File Requirements

Bridge owners are required to maintain a complete and current official bridge file for each structure included in the NBI. This file is to be maintained throughout the life of the bridge. Chapter 1 of the WSBIM and Appendix 34.54 list the requirements for each official bridge file and detailed guidance on what to include. In addition, the *American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation*, First Edition 2008, has been incorporated by reference in the NBIS. See NBIS Section §650.313(d).

Agencies must identify bridges requiring special attention and must keep these Master Lists with the official bridge files. Lists of bridges that require special inspections such as, Fracture Critical Member Inspections, Underwater Inspections, and Complex Bridge Inspections or are singled out for deficiencies such as Load Posting or having been determined Scour Critical should be included on 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, including new structures, require load ratings which must be stamped and signed by the Professional Engineer charged with overall responsibility for the analysis. These ratings must be placed in the official bridge file as discussed in Section 34.25. If the current load rating is suspect because of condition changes or added dead load, a new rating shall be performed and the bridge inventory updated within 90 days of the inspection. 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. Once it has been determined that an in-service bridge can no longer carry legal loads, load restriction signs shall be installed within 30 days including an update to the Local Agency Bridge Inventory with correct coding that reflects the diminished bridge capacity. The inventory update shall include a photo of the posting for confirmation purposes. Load ratings for new bridges are eligible for HBP funds and should be included in the contract for bridges funded under this program. Load Ratings shall be available for inclusion in the bridge inventory record no later than 90 days from the time the bridge is put in service.

### .27 Bridge Scour Analysis

A scour evaluation is required for each bridge over water. Chapter 5 of the WSBIM provides guidance on performing 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.

Plans of action for monitoring as well as scour repair plans are required for all bridges determined to be “scour critical” or to have unknown foundations. A plan of action (POA) has these primary components:
1. Development and implementation of a monitoring program.

2. Instructions regarding the type and frequency of inspections to be made at the bridge.

3. A schedule for the timely design, and construction of scour countermeasures (e.g., riprap).

Each documented plan of action should address each of these components and explain why the preferred actions were chosen. (See Chapter 5 of the WSBIM for more detailed information on what should be included in each POA).

.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.

The WSDOT Local Agency Bridge Engineer must be notified by telephone or email 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 damage is resolved by repair or replacement of the bridge. 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 of local agency bridge programs statewide to:

• Verify that local agency bridge inspection programs maintain a high degree of accuracy and consistency.
• Identify future training needs.
• Ensure compliance with the NBIS.

Quality Assurance (QA) is defined per 23 CFR 650.305 as “the use of sampling and other measures to assure the adequacy of quality control procedures in order to verify or measure the quality level of the entire bridge inspection and load rating program.” A QA review must be done by someone outside the work group.

Quality Control (QC) is defined as “procedures that are intended to maintain the quality of a bridge inspection and load rating at or above a specified level.”

The H&LP Local Agency Bridge Inventory Engineer continually performs routine Quality Control reviews on the data contained in the Local Agency Bridge Inventory. Queries are run on all bridge inventory data for verification of data consistency and correct data field correlation. In addition, updated bridge inspection data prepared by the bridge owners receives an in-depth review and corrections are made before releasing new data to the bridge inventory. The remote aspect of the QC review process is extended to incorporate additional bridge file components as they become available electronically through the bridge inspection software. This process produces a more efficient and complete review of the Agency’s program during the actual field visits.
Quality Assurance reviews are a formal review that is conducted a minimum of once every five years. This formal review consists of both a bridge file review and the field review as detailed below. See Appendix 34.57 for a copy of the checklist used by H&LP for this review.

The detailed documented policies and procedures used by H&LP for the QA/QC reviews are located in Chapter 7 of the WSBIM.

Local Agency Quality Control – Each agency that has been delegated Program Manager Responsibilities by WSDOT shall have written quality control procedures in place to ensure that data submitted to the Local Agency Bridge Inventory is accurate and complete. The agency’s quality control procedures must be on file and, at a minimum, comply with the QC requirements outlined in Chapter 7 of the WSBIM and be approved by the FHWA Washington Division Bridge Engineer.

34.4 Highway Bridge Program Call for Projects

Counties and cities are invited to submit bridge projects to H&LP in response to a Highway Bridge Program Call for Projects. These bridge projects must meet the federal eligibility requirements in Section 34.41.

The specific application requirements may vary from biennium to biennium and will be outlined in the actual Call for Projects.

.41 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. Routine maintenance is not eligible for HBP funding.
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, however, the intent of this funding is for the repair to last at least 10 years.
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 10-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). Deteriorated bridges that are in poor condition are considered Structurally Deficient (SD) and bridges with geometric configurations that are below current standards for the route they serve are considered Functionally Obsolete (FO). A further explanation of sufficiency rating and criteria for structural deficiency and functional obsolescence can be found at 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 www.wsdot.wa.gov/localprograms/bridge/bridgeworks.htm.

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

1. **Live Load** – Load and Resistance Factor Design (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 hydraulic analyses and shall be considered scour safe (WB76-80 coded 8 or 9).
Both a load rating and a scour analysis for a new bridge shall be provided for the official bridge file. The scour analysis will consist of a summary of the hydraulic design as justification for the scour safe code.

.43 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.

.44 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.

.45 Eligible Bridge Costs – The following are eligible bridge costs:

1. Bridge Construction – All items typically detailed by bridge designers (concrete, rebar, 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 structure(s).
4. Detour – All work items required to accommodate the construction of the new bridge.
5. Traffic Control for the Work Zone – Prorated by costs of bridge vs. approach work.
6. Structural Excavation and Backfill for Bridge – Includes abutments, wing walls, footings, cofferdams, etc.
7. Riprap Protecting Bridge Structure Within the Right of Way – Riprap placed within the right of way to protect the structure can be considered a bridge item.
8. Approach Slab – The approach slab is a reinforced concrete element that protects the bridge and abutments from impacts and can be considered a bridge item.
9. Approach Guardrail Transition Section – Approach guardrail systems are installed in accordance with Standard Plans and are considered a bridge item provided site conditions do not require unusually long transitions.
10. Retaining Walls (up to 20 feet maximum distance from the abutment) – Retaining walls are structural elements that serve the same functions as the standard bridge wing walls and are designed by bridge designers. Retaining walls beyond these limits would not be considered bridge items.
11. **Bridge Drainage** – Including components necessary to carry water from the structure.

12. **Environmental Mitigation** – Prorated for the bridge, demolition of existing structure, and/or detours.

13. **Mobilization** – Prorated by costs of bridge and approach work.

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

.46 **On-Site Field Review of Candidates** – The on-site field review team verifies the condition of the bridge, review site information, and possibly requests updated or additional information. The field review is also an opportunity for the bridge owner to provide additional information related to up-front project scoping and analysis done prior to the call for projects.

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 nonCA 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 recommends which of three funding program best fits the condition of the bridge.

   a. Replacement projects.
   
   b. Rehabilitation projects.
   
   c. Seismic-Paint-Scour.

4. A consensus is reached on the appropriate funding program and estimated scope of work for the project.

5. The project cost estimate submitted by the agency is discussed in detail and revised as appropriate.
.47 **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 comprised of seven voting members and two alternates. The committee includes four county representatives, four city representatives, with the H&LP Engineering Services Manager serving 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 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.

.48 **Project Management and Funding** – The level of funding available for the bridge program falls short of meeting all of the needs on the local roadway system. With this limited funding, it is critical that the initial scope, schedule, and budget for each project be as accurate as possible. Identification of changes to the scope, schedule or budget during project delivery need to be communicated to H&LP, the quarterly project report is the vehicle for this communication.

Updates to the project scope schedule and budget are required for all bridge replacement and rehabilitation projects and all other projects that exceed $2.0 million are required at 30 percent and 60 percent design.

There are four situations when an agency can request additional funding.

1. **At 30 Percent Design Completion** – When the project reaches 30 percent design completion, the agency must provide an updated scope, schedule, and budget for all bridge replacement and rehabilitation projects and all other projects over $2 million. Explanation for any changes must be included in this information.

2. **At 60 Percent Design Completion** – When the project reaches 60 percent design completion, the agency must provide an updated scope, schedule, and budget for all bridge replacement and rehabilitation projects and all other projects over $2 million. Explanation for any changes must be included in this information.
3. **Prior to Construction Obligation/Authorization** – Prior to construction authorization, 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.

4. **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 funds 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.

### 34.5 Appendices

- 34.51 NBIS Regulation – Qualifications of Personnel
- 34.52 NBIS Regulation – Inspection Frequency
- 34.53 Bridge Inspector Experience and Training Record
- 34.54 Bridge Program Manager Agreement
- 34.55 Bridge Records
- 34.56 Individual Bridge Record
- 34.57 Local Agency Bridge Program Quality Assurance Checklist
42.1 Introduction

The City Design Standards Committee and the County Design Standards Committee, in accordance with RCW 35.78.030 and 43.32.020, meet on a regular basis to review and update the city and county design standards for all facilities (NHS and Non-NHS).

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.

When AASHTO and/or related design standards as contained in the references are updated and published, agencies must incorporate the new design standards for all projects no later than two years after of the publication date.

All projects are subject to Americans with Disabilities Act (ADA) requirements for accessibility. For guidance on ADA standards, please see Design Manual M 22-01 Chapter 1510 and the Local Agency ADA Planning and Design Resource web page at www.wsdot.wa.gov/LocalPrograms/Planning/ada.htm.

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

Included in the standards are the Local Agency Design Matrices. The matrices are used to standardize design element requirements based on project type for all 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 must be approved by the approving authority as outlined on the agency’s Certification Acceptance Agreement or the acting designated authority for a Non-Certification Acceptance agency. See Chapter 43 and Appendix 43.62.

### 42.2 Committee Membership

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<th>City Design Standards Committee</th>
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<td>Jim Parvey, PE</td>
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<td><a href="mailto:pawlakm@pasco-wa.gov">pawlakm@pasco-wa.gov</a></td>
<td><a href="mailto:rchavez@co.pierce.wa.us">rchavez@co.pierce.wa.us</a></td>
<td><a href="mailto:michael.horton@aecom.com">michael.horton@aecom.com</a></td>
</tr>
</tbody>
</table>

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

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 13 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 AASHTO and/or related design standards as contained in the references are updated and published, agencies must comply with the new design standards for all projects no later than two years after of the publication date.

When the Matrix cell has either a “D” or an “A” and the final design utilizes something less than Design Level A, a Design Deviation, approved by Headquarters Highways and Local Programs, is required.

A Blank Cell on a matrix line indicates that particular design element requires no evaluation or documentation. If the agency decides to improve or modify a blank cell design element, that element must meet Design Level A and the agency must justify in their design document files why the decision to upgrade the design element was made. Per FHWA guidelines, if an improvement in a “Blank Cell” area is made, it must
meet all requirements of design level A. Or if, in the opinion of the agency’s design Engineer, Design Level A cannot be achieved, a Design Exception may be considered.

AE in a matrix cell indicates that an agency needs to determine if the existing design element is less than Design Level A. If the existing design element meets or exceeds Design Level A the agency notes that in the design documents and no further action is required. If the existing design element is less than Design Level A, the agency shall determine the impacts and cost effectiveness of upgrading the design element to Design Level A. The decision whether or not to upgrade, and its analysis and justification shall be in the agency design documentation files. If the agency upgrades, Design Level A applies. Or if, in the opinion of the agency’s design Engineer, Design Level A cannot be achieved, a Design Exception may be utilized.

A Design Exception may be utilized if, in the opinion of the local agency’s design Engineer, the existing design element is being improved but Design Level D or A cannot be achieved. For example, design standard requires a 6 foot wide shoulder for a project, the existing condition is a two foot wide shoulder but the best that can be reasonably achieved is a 4 foot wide shoulder. This is a Design Exception, improvement is being made but not to Design Level A.

42.4 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 shared use by both pedestrian and bicycle traffic. Effective July 1, 2012, refer to the current AASHTO bicycle design standards and/or standards submitted by the local agency which have been approved by Highways and Local Programs 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.
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D Design Level D
A Design Level A
AE Agency Evaluate to Design Level A

1. When provided, must meet current applicable standards.
2. Refer to Safety Improvements on page 7. Mandatory Upgrade items 1 and all others are AE.

Local Agency Design Matrix

Table 1.1
### Project Type

#### Cross Roads

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#### Local Agency Design Matrix

**Table 1.2**

### Project Type

#### Bridges

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**Local Agency Design Matrix**

**Table 1.3**
DEFINITION OF ROADWAY ELEMENTS

ROADWAY WITH MONOLITHIC CURB AND SIDEWALK

CURBED ROADWAY WITH SIDEWALK JOINT

SHOULDERED ROADWAY

* DOES NOT INCLUDE WIDENING FOR GUARDRAIL OR OTHER SPECIAL PURPOSES

CROSS SECTION
42.5 Design Level D Standards for Two Way Roads and Streets

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<td></td>
<td>Curbed(4)</td>
<td>Shouldered</td>
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<td>DHV All</td>
<td>DHV Below 200</td>
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<td>Right of Way</td>
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<tr>
<td>Roadway Width(1)(2)(7)(9)</td>
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<td>36ft</td>
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<tr>
<td>Lane width:</td>
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</tr>
<tr>
<td>1. Exterior(2)(7)</td>
<td>12ft</td>
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</tr>
<tr>
<td>2. Interior Thru(2)</td>
<td>11ft</td>
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<td>3. Two Way Left Turn(2)</td>
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<td>4. Exclusive Turn(2)</td>
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<td>5. Parking(2)</td>
<td>10ft(3)</td>
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<tr>
<td>Shoulder Width(6)(7)(9)(2)</td>
<td>6ft</td>
<td>8ft</td>
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</table>

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.

Notes:
(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.
(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 www.access-board.gov/ada-aba.htm U.S. Access Board at www.access-board.gov/prowac/draft.htm

New Sidewalks (when provided):
- Minimum Width – 60 inches continuous clear width exclusive of the curb or 48 inches clear width exclusive of the curb with 60 inch by 60 inch clear passing spaces at 200-foot maximum intervals.
- Surface – Firm, stable, and slip resistant.
- Crosslopes – 1:50 (2 percent) maximum.
- Running Slope – When within street or highway right of way, must be consistent with the slope established by the roadway. If outside street or highway right of way, must be 5% max. unless designed as a ramp (see ADA guidance).
- 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

<table>
<thead>
<tr>
<th>Design Elements</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Width</td>
<td>The minimum bridge width for two-way structures is the greater of: (1) the design roadway width, or (2) the existing roadway width.</td>
</tr>
<tr>
<td>Loading</td>
<td>HL 93 (for federally funded projects), others may use HS 20-44.</td>
</tr>
<tr>
<td>Vehicular Railing</td>
<td>AASHTO Crash Tested Rail, or Approved NCHRP 350 Crash Tested Rail.</td>
</tr>
<tr>
<td>Pedestrian Railing</td>
<td>AASHTO, NCHRP 350.</td>
</tr>
<tr>
<td>Approach Railing</td>
<td>AASHTO Crash Tested Rail, or Approved NCHRP 350 Crash Tested Rail.</td>
</tr>
<tr>
<td>Vertical Clearance</td>
<td>16.5 feet minimum.</td>
</tr>
</tbody>
</table>

.62 Other Standards

<table>
<thead>
<tr>
<th>Design Elements</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle</td>
<td>AASHTO Guide for the Development of Bicycle Facilities (RCW 35.75.060 and 36.82.145) and/or standards submitted by the local agency which have been approved by Highways and Local Programs.</td>
</tr>
<tr>
<td>Signing</td>
<td>MUTCD, as modified by the Washington State Transportation Commission per RCW 47.36.030.</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>AASHTO Guide for Planning, Design, and Operation of Pedestrian Facilities</td>
</tr>
<tr>
<td>Low Volume Roads</td>
<td>2001 AASHTO Geometric Design of Very Low Volume Local Roads (ADT &lt; 400)</td>
</tr>
</tbody>
</table>
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 must use the standards and rationales incorporated into the following manuals (see the following page for addresses to acquire reference materials).

AASHTO

- 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)
- AASHTO Guide for the Development of Bicycle Facilities

Transportation Research Board (TRB)

- Highway Capacity Manual

Washington State Department of Transportation (WSDOT)

- Standard Specifications for Road, Bridge, and Municipal Construction M 41-10
- Supplement to MUTCD (WAC 468-95)
- Bridge Design Manual M 23-50
- Highway Hydraulics Manual
• Standard Plans for Road, Bridge, and Municipal Construction M 21-01
• Design Manual M 22-01
• Pavement Design Manual

Institute of Transportation Engineers (ITE)
• Traffic Engineering Handbook

FHWA
• Manual of Uniform Traffic Control Devices (MUTCD)
• 49 CFR Part 27 and Designing Sidewalks and Trails for Access, Part II

ADA
• Public Rights of Way Access Advisory Committee (PROWAAC) http://ite.org/accessible/prowaac/prowaac/_specialreport.pdf
• Local Agency ADA Planning and Design Resource www.wsdot.wa.gov/ta/operations/localplanning/ada.html

Roundabouts
• NCHRP Synthesis 264 – Modern Roundabout Practice in the United States, Transportation Research Board
• FHWA – Roundabouts, An Informational Guide
• WSDOT Design Manual M 22-01

Traffic Calming

.91 Websites and Addresses to Acquire Reference Materials

AASHTO
AASHTO Bookstore
https://bookstore.transportation.org/item_details.aspx?id=104

TRB
Transportation Research Board National Research Council
500 5th Street NW
Washington, DC 20418
www.trb.org/highways1/public/highways.aspx
42.10 Appendices

42.101 Local Agency Design Matrix Checklists
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 (Appendix 14.52) 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.

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 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 Federal-Aid Construction Contracts. Copies of FHWA-1273 are available from the Region Local Programs Engineer.


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 a federal project and a non-federal project or two federal projects (otherwise separate contacts) that are advertised and bid together as a single contract. To bid the projects under a single contract, approval is required by Highways and Local Programs prior to being advertised.

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 when preapproved by H&LP. To receive approval, submit a Public Interest Finding (PIF) for approval prior to use.

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 and 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 nonparticipating 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 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 Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, and such approved amendments that modify these specifications.

.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.

- 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:

**Specify at Least Three Brand Names**

- 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.
Approved Public Interest Finding

• The agency is requiring a specific material or product and a written Public Interest Finding (PIF) document has been prepared and approved by H&LP.

Approved Experimental Feature

• The material or product has been approved through FHWA as an experimental feature.

Specify Brand Names and Allow for Approved Equals

• Specify a brand name. The agency will provide the bidder with options by naming at least two additional products or manufacturers that are acceptable and allowing for “approved equals” followed by a performance specification. When this is done, no approval is required for usage; it is not considered a proprietary item.

A good specification for brand name specifying will read as follows:

The (type of product) furnished shall be (brand name, model), (brand name, model), or an approved equal having the following features (functions):

a. (feature)
b. (functions)
c. (feature)

In order to find the two acceptable items, the agency has to be looking for certain features or functions. These features or functions need to be clearly identified in the Special Provision.

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. See Appendices 44.76 through 44.83 for detailed instructions and example.

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. An estimate example is shown in Appendix 44.74.

44.7 Appendices

44.71 Local Agency Bid Proposal Package
44.72 City Letter of Financial Responsibility – Example
44.73 County Letter of Financial Responsibility – Example
44.74 Estimate and Grouping – Example
44.75 Local Agency Plans Preparation Checklist
44.76 Pantented/Proprietary Items – PIF Instructions
44.77 Two-Week Advertisement – PIF Instructions
44.78 Mandatory Use of Borrow or Disposal Site – PIF Instructions
44.79 Agency Supplied Equipment – PIF Instructions
44.80 Agency Supplied Material – PIF Instructions
44.81 Local Agency Force Work – PIF Instructions
44.82 Tied Bids – PIF Instructions
44.83 Public Interest Finding – Example

44.8 Forms

FHWA-1273   Required Contract Provisions Federal-Aid Construction Contracts
1. Local Agencies must use DOT Form 272-056A and 422-031A on all projects that have an established DBE goal.

2. Local Agencies may delete DOT Form 272-063A.

*Note:* This package is available electronically at [www.wsdot.wa.gov/forms](http://www.wsdot.wa.gov/forms). Follow the instructions to download the package. The Local Agency Bid Proposal Package is located behind the “agreement and Contract Forms” button.
Local Agency Bid Proposal Package - Data Entry

Enter the Appropriate Information for the Local Agency Proposal Package

Local Agency:

Local Agency Address:

City State Zip Code

Is this Bid Package for a Federal or State project?

☐ Federal  ☐ State

Enter the Road or Bridge Name

SR

Enter the Mileposts (include “MP”) or Project Limits

Enter the Project Title

Enter Agency Job Number(s)

Enter the Federal Aid Number(s) and TA Number

Local Agency Bid Proposal Package – Data Entry
(Page 1 of 3)
Local Agency Bid Proposal Package - Data Entry

Enter the Federal Aid Number(s) and TA Number

Bid Open Time (24 hour clock)

Enter the Agency street address for the Bid Opening

Enter the Bid opening Location. Include the room number if applicable

City  Zip Code

Enter the Agency mailing Post Office Bix or Street Address for mail in Bids

Address

City  Zip Code

Enter the Fax Number for Bid Changes

☐ Expedite / BidX.com Option

This field shows the Bid Opening information that will print on the Cover Page exactly as displayed. Please verify and correct any incorrect information

"Sealed bids will be received by , , Washington , until , or at ", ,
Local Agency Bid Proposal Package - Data Entry

"Sealed bids will be received by at , , Washington, until , or at , , Washington until 00 AM on the date scheduled for opening bids.

<table>
<thead>
<tr>
<th>Click on forms to include in this Bid Package</th>
<th>Enter Correct Page Letter</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Certification for Federal Aid Contracts (272-040A) Required for all Federal Aid jobs over $100,000</td>
<td>__________</td>
</tr>
<tr>
<td>☐ Proposal Bond (272-001A) Use when bid bond is required</td>
<td>__________</td>
</tr>
<tr>
<td>☐ Non-Collusion Declaration (272-036I) Required for all Federal Aid jobs</td>
<td>__________</td>
</tr>
<tr>
<td>☐ DBE Documentation Reminder Page Required for Federal Aid jobs with DBE Condition of Award goals</td>
<td>__________</td>
</tr>
<tr>
<td>☐ DBE Utilization Certification (272-056A) Required for Federal Aid jobs with DBE Condition of Award goals</td>
<td>__________</td>
</tr>
<tr>
<td>☐ DBE Written Confirmation Document (422-031A) Required for Federal Aid jobs with DBE Condition of Award goals</td>
<td>__________</td>
</tr>
<tr>
<td>☐ Subcontractor's List (271-015A EF) Required for all jobs over $1,000,000</td>
<td>__________</td>
</tr>
<tr>
<td>☐ Region Ad and Award Contract Proposal - Signature Page (272-036J) Used only for contracts $50,000 or less when no bond is required</td>
<td>__________</td>
</tr>
<tr>
<td>☐ Proposal - Signature Page (272-036K) Required for all jobs over $1,000,000</td>
<td>__________</td>
</tr>
</tbody>
</table>
Local Agency 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.
Local Agency 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 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)
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.
Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation with the DBE Utilization Certification only in the event the bidder’s efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder’s Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693 or Toll Free 1-866-208-1064.

(BOX 1) Name of Bidder

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.)

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<tr>
<td>Name of DBE Certificate Number</td>
<td>Project Role</td>
<td>Description of Work</td>
<td>Amount to be Applied Towards Goal</td>
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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 “Crediting 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. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.
Local Agency Disadvantaged Business Enterprise (DBE)
Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: ____________________________________________

Bidder’s Business Name: ______________________________________

DBE’s Business Name: ______________________________________

___________________________________________________________

DBE Signature: ____________________________________________

DBE’s Title: ______________________________________________

Date: ______________________________________________________

The entries must be consistent with what is shown on the bidder’s Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: _________________________________________

Amount to be Applied Towards Goal: ___________________________
Local Agency 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 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.
Local Agency 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)

________________________________________

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 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.
**Local Agency Subcontractor List**  
Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of 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 or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract 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.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
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* Bidder’s are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

Local Agency Subcontractors List (All Contracts Over $1,000,000)  
(DOT Form 271-015A EF)
Local Agency Performance Bond

PERFORMANCE BOND
to [City of __________ or __________ County], WA

Bond No. ______________

The [City of __________ or __________ County], Washington (City or County) has awarded to (Principal), a contract for the construction of the project designated as __________, Project No. __________, in __________, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and ______________________ (Surety), a corporation, organized under the laws of the State of __________ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of __________ US Dollars ($ __________ ) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal’s obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

Principal Signature Date

Printed Name Date

Title

SURETY

Surety Signature Date

Printed Name Date

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

[City or County] Attorney, [City of __________ or __________ County] Date

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October 2013
Local Agency Payment Bond

PUBLIC WORKS PAYMENT BOND
to [City of ______] or [County], WA

Bond No. __________________

The [City of ______] or [County], Washington ([City or County]) has awarded to
_________________ (Principal), a contract for the construction of the project designated as
Project No. __________, in [location], Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and __________________ (Surety), a corporation organized under the laws of the State of
and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of __________________ US Dollars ($_________ ) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

Principal Signature Date
Printed Name Date
Title

SURETY

Surety Signature Date
Printed Name Date
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

[City or County] Attorney, [City of __________ or __________ County] Date

DOT Form 272-003A EF
08/2012
THIS AGREEMENT, made and entered into this day of , .

between the , and the ________________________________ 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 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 .

II. 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.
III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants 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 has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor ____________________________, ________.

______________________________

______________________________

______________________________

______________________________

(Checktor)

Local Agency: ____________________________

Title: ____________________________

By: ____________________________

Date: ____________________________, ________
Local Agency Contract

THIS AGREEMENT, made and entered into this day of , , ,
between the , and
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 .

II. 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.
III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to 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 above written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor _________________,__________.

______________________________

______________________________

______________________________

______________________________ (Contractor)

Local Agency: ______________________________

Title: ______________________________

By: ______________________________

Date: ________________, __________
Local Agency Contractor Prequalification Questionnaire and Affidavit for Region Ad and Award Contracts ($100,000 or Less) (DOT Form 272-063A EF)

Date
Submitted By
Business License No.
Address ((Street))
Telephone No.
City
State
Zip
Prequalification Requested For (Identify project by advertised name)

What is the Value of Your Firm’s Assets (Net Worth)? $%

List Two Similar Projects Your Firm Has Completed in the Last Year. Give Owner’s Name and Telephone Number.

1. Owner: __________________________ Telephone No.: __________________________

2. Owner: __________________________ Telephone No.: __________________________

Were the projects listed above completed on time? □ Yes □ No
Does your firm owe any monies on any projects which were completed within the last year? (If Yes, provide a separate statement.) □ Yes □ No
Have you or your firm been convicted of any criminal act involving a contractor or contracts? (If Yes, provide a separate statement.) □ Yes □ No

Affidavit
State of County of

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the firm (or individual herein named). As of the date indicated: that the answers to the foregoing interrogatories are true; that this statement is for the express purpose of inducing the to award the firm (or individual) a contract and that the depository, vendor, or other agency herein named is hereby authorized to supply or its agents with any information necessary to verify this statement.

Name of Firm (Be Exact):
Authorized Signature
Authorized Signature
Authorized Signature
Authorized Signature
Sworn to before me this day of , 20
__________________________
(Notary Public)

Corporate Seal(s)

Notary Seal

Approved By __________________________ Date __________________________
Region Administrator

SR

DOT Form 272-063A EF 07/2011
Department of Transportation
Transportation Building
P.O. Box 47390
Olympia, Washington  98504-7308

Re:
(State Ad and 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
Patented/Proprietary Items – PIF Instructions

Appendix 44.76

Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:

• Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.

• Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.

• Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished/what is the outcome for using a Patented/Proprietary item.

Description of Work – Provide a detailed description of why Patented/Proprietary items are needed.
Justification or Supporting Information

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 and approved by H&LP.
- The material or product has been approved through FHWA as an experimental feature.

Cost Effectiveness Determination

- Attach a detailed estimate for the Patented/Proprietary items (see Appendix 44.81).
- Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – N/A

Buy America Compliance

- 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.
- The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

- A brief summary of the overall benefits and cost effectiveness.
- Approval by WSDOT Highways and Local Programs is required.
- Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.
- At least one signature from the local agency is required.
Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:

• Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.

• Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.

• Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – Why is there a need for a two-week advertisement.

Description of Work – Provide a summary description of project.
Justification or Supporting Information

Cost Effectiveness Determination

• Attach a summary level estimate.
• Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – Explain how the agency will deliver the project and describe if there is a benefit to the public for early completion.

Buy America Compliance

• 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.
• The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

• A brief summary of the overall benefits and cost effectiveness.
• Approval by WSDOT Highways and Local Programs is required.
• Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.
• At least one signature from the local agency is required.
Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:

• Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.

• Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.

• Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished/what is the outcome for using Mandatory Borrow or Disposal Site.

Description of Work – Provide a detailed description of work to be done.
Justification or Supporting Information

Cost Effectiveness Determination – Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – Explain how the agency will deliver the project and describe if there is a benefit to the public for early completion.

Buy America Compliance

• 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.

• The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

• A brief summary of the overall benefits and cost effectiveness.

• Approval by WSDOT Highways and Local Programs is required.

• Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.

• At least one signature from the local agency is required.
Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:
- Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.
- Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.
- Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – N/A

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished/what is the outcome for using agency supplied equipment.

Description of Work – Provide a detailed description of equipment being used.
Justification or Supporting Information

Cost Effectiveness Determination – Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – Explain how the agency will deliver the project and describe if there is a benefit to the public for early completion.

Buy America Compliance

- 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.

- The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

- A brief summary of the overall benefits and cost effectiveness.

- Approval by WSDOT Highways and Local Programs is required.

- Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.

- At least one signature from the local agency is required.
Agency Supplied Material –
PIF Instructions

Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:

• Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.

• Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.

• Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished/what is the outcome for using agency supplied materials.

Description of Work – Provide a detailed description of why agency supplied materials are needed.
Justification or Supporting Information

Cost Effectiveness Determination

- Attach a detailed estimate for the material supplied (see Appendix 44.81).
- Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – Explain how the agency will deliver the project and describe if there is a benefit to the public for early completion.

Buy America Compliance

- 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.
- The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

- A brief summary of the overall benefits and cost effectiveness.
- Approval by WSDOT Highways and Local Programs is required.
- Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.
- At least one signature from the local agency is required.
Local Agency Force Work –

Appendix 44.81

PIF Instructions

Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:

• Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.

• Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.

• Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished/what is the outcome for the work being completed by local forces.

Description of Work – Provide a detailed description of work to be done by agency forces.
Justification or Supporting Information

Cost Effectiveness Determination

- Attach a detailed estimate. Costs for construction prices should be based on unit price history. Agency force cost estimates need to detail labor, equipment, materials, and agency overhead costs (see example).
- Provide an explanation of cost effectiveness (see Appendix 44.83).

Schedule Issues – Explain how the agency will deliver the project and describe if there is a benefit to the public for early completion.

Buy America Compliance

- 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.
- The agency must document the sources of steel and iron by having a “Certification of Materials Origin” on file. See Appendix 52.108 for further clarification.

Environmental – N/A

NEPA/SEPA Logical Termini & Independent Utility – N/A

Conclusion

- A brief summary of the overall benefits and cost effectiveness.
- Approval by WSDOT Highways and Local Programs is required.
- Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.
- At least one signature from the local agency is required.
### Agency Forces Guardrail Installation

#### Labor Costs

<table>
<thead>
<tr>
<th>Class</th>
<th>Rate</th>
<th>Quantity</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>39-5</td>
<td>$31.23</td>
<td>1</td>
<td>5</td>
<td>$156.15</td>
</tr>
<tr>
<td>6-5</td>
<td>$28.94</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>5-5</td>
<td>$27.57</td>
<td>1</td>
<td>25</td>
<td>$689.25</td>
</tr>
<tr>
<td>4-5</td>
<td>$26.21</td>
<td>3</td>
<td>25</td>
<td>$1,965.75</td>
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<tr>
<td>3-5</td>
<td>$24.92</td>
<td>1</td>
<td>25</td>
<td>$623.00</td>
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<tr>
<td>2-5</td>
<td>$23.66</td>
<td>0</td>
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<tr>
<td>1-5</td>
<td>$22.26</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal: $3,434.15

Fringe Benefits at 53%: $1,820.10

Labor Total: $5,254.25

Admin/Overhead at 15%: $788.14

Total: $6,042.39

#### Equipment Costs

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
<th>Quantity</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flatbed</td>
<td>$10.00</td>
<td>1</td>
<td>25</td>
<td>$250.00</td>
</tr>
<tr>
<td>Equipment Trailer</td>
<td>$8.63</td>
<td>1</td>
<td>25</td>
<td>$215.75</td>
</tr>
<tr>
<td>Backhoe</td>
<td>$20.00</td>
<td>1</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Post Driver Truck</td>
<td>$22.44</td>
<td>1</td>
<td>25</td>
<td>$561.00</td>
</tr>
<tr>
<td>Pickup Truck</td>
<td>$4.48</td>
<td>1</td>
<td>5</td>
<td>$22.40</td>
</tr>
</tbody>
</table>

Equipment Total: $1,049.15

#### Materials Costs

<table>
<thead>
<tr>
<th>Material</th>
<th>Cost</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-T 2000 G.Rail end Term</td>
<td>$2,740.00</td>
<td>1</td>
<td>$2,740.00</td>
</tr>
<tr>
<td>STD Guardrail-Core Tin</td>
<td>$141.00</td>
<td>73</td>
<td>$10,293.00</td>
</tr>
<tr>
<td>Flared End Term.</td>
<td>$1,350.00</td>
<td>1</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Type 10 Anchor</td>
<td>$700.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Type 21 (L) Trans.</td>
<td>$900.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Type 21 (R) Trans.</td>
<td>$900.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Item</td>
<td>Cost</td>
<td>Quantity</td>
<td>Subtotal</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Quad guard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reflectors</td>
<td>$4.00</td>
<td>18</td>
<td>$72.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x6' Wood Post</td>
<td>$22.92</td>
<td>147</td>
<td>$3,369.24</td>
</tr>
<tr>
<td>6&quot;x8&quot;x6' Steel Post</td>
<td>$54.29</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x8' Steel Post</td>
<td>$66.95</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x9' Steel Post</td>
<td>$80.60</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x11' Steel Post</td>
<td>$91.80</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x14&quot; Blocks</td>
<td>$6.00</td>
<td>147</td>
<td>$882.00</td>
</tr>
<tr>
<td>6&quot;x8&quot;x45&quot; Posts</td>
<td>$23.00</td>
<td>4</td>
<td>$92.00</td>
</tr>
<tr>
<td>Bolts, Nuts and</td>
<td>$5.30</td>
<td>151</td>
<td>$800.30</td>
</tr>
<tr>
<td>Washers</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total                 |      |          |          |
| Materials Subtotal    |      |          | $19,598.54|
| Tax                   |      |          | $1,685.47 |
| Materials Total       |      |          | $21,284.01|
| Total                 |      |          | $28,375.55|
Appendix 44.82  Tied Bids – PIF Instructions

Project Information

State/Local Project Number – For WSDOT projects, this is the work order number or WIN. For local projects, this field is for local agency use/tracking.

Project Name – Provide the name of the project as it is listed in the State Transportation Improvement Plan (STIP).

Federal Aid Project Number – This number will be assigned by WSDOT. Contact the Region Local Programs staff to obtain this number.

NEPA Category – Check the appropriate box:
- Environmental Impact Statement (EIS). Refer to Subsection 24.21 of the Local Agency Guidelines.
- Categorical Exclusion (CE), Documented Categorical Exclusion (DCE), and Programmatic Categorical Exclusion (Programmatic CE). Refer to Subsection 24.22 of the Local Agency Guidelines.
- Environmental Assessment (EA). Refer to Subsection 24.23 of the Local Agency Guidelines.

Region or Agency – Fill in with the WSDOT Region or Local Agency requesting the finding.

Amount – Fill in the total amount of the request.

Full Oversight – Is this an FHWA full oversight project? If not certain, contact your Local Programs Engineer.

Public Interest Finding (PIF) Information

Select Type of PIF – Use the pull down menu to select the PIF that fits the project.

Regulatory Reference – This field is automatically filled in when you select the PIF.

Justification or Supporting Information

Goal Statement – What is being accomplished by a tied bid

Description of Work – Provide a detailed description of the work being performed under both contracts. This description should also include a purpose and need statement that explains why the project is being proposed.
Justification or Supporting Information

**Cost Effectiveness Determination** – Provide an explanation of cost effectiveness (see Appendix 44.83).

**Schedule Issues** – N/A

**Buy America Compliance** – N/A

**Environmental** – Provide documentation to show that the environmental process is complete for each project.

**NEPA/SEPA Logical Termini & Independent Utility** – Attach a Vicinity Map and/or other plan sheets to show that each project has Logical Termini and Independent Utility.

- Logical termini for project development are defined as (1) rational end points for a transportation improvement, and (2) rational end points for a review of the environmental impacts.
- Independent Utility – A project must be able to function on its own, without further construction of an adjoining segment.

**Conclusion**

- A brief summary of the overall benefits and cost effectiveness.
- Approval by WSDOT Highways and Local Programs is required.
- Approval is dependent on demonstration of overall cost effectiveness and public benefit. The determination is not solely dependent on cost savings.
- At least one signature from the local agency is required.
Public Interest Finding

Public Interest Finding – Example

Project Information

<table>
<thead>
<tr>
<th>State/Local Project Number</th>
<th>Project Name</th>
<th>Federal Aid Project Number</th>
<th>NEPA Category</th>
<th>NEPA Clearance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>CE</td>
<td>06/22/2010</td>
</tr>
</tbody>
</table>

Public Interest Finding (PIF) Information

Select Type of PIF: [2-Week Advertisement]

Regulatory Reference: 23 CFR 635.112

Justification or Supporting Information

Goal Statement
The primary goal of this project is to improve signing where accident histories have identified problem areas. In addition, this project will assist in upgrading a portion of Stehekin County road signs to meet the new retro-reflectivity requirements of the MUTCD.

Description of Work
The project involves identifying the need for replacement or new installations of various caution/warning signs on approximately 300 miles of Stehekin County roads currently functionally classified as major collectors.

Accident histories will be used to identify locations where current signing may not be providing adequate warning by being too small, unclear, or not in the correct location. Additionally, these new and/or replacement signs will meet the new retro-reflectivity requirements of the MUTCD.

(Please keep answers within the text boxes and attach additional sheets as needed)
Public Interest Finding - Continuation  
County Wide Sign Upgrades

<table>
<thead>
<tr>
<th>Justification or Supporting Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost Effectiveness Determination</strong></td>
</tr>
<tr>
<td>The use of agency forces minimizes costs associated with contract document development and grant and contract administration, accomplishing more safety improvements for the funds granted.</td>
</tr>
<tr>
<td>If the work were to be contracted, either the County would need to include alternates by specific roads in order to reduce the contract price to fit within the funding or reduce the number of signs originally bid and change order more in as the project progresses, thereby reducing the overall impact and effectiveness of the proposed project.</td>
</tr>
<tr>
<td>Estimate attached. (See Appendix A for an example of an estimate.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting the work would include preliminary data collection (6 weeks) that would be required for a bid package as well as the time required to assemble the package (4 weeks), WSDOT review (2-3 weeks), advertising (3 weeks), awarding (1 week), contract execution (up to 4 weeks) plus contract time of 160 days (32 weeks) using a two-man crew shorter contract times would add to administration costs for field inspection, contract closeout (up to 3 months).</td>
</tr>
<tr>
<td>Use of Agency Forces would only require the most rudimentary set of plans and specifications allowing for materials to be ordered and work to begin as soon as materials began arriving. The replacement signs and new installations would be in place up to 4 months before a contractor would be able to place them with minimal administrative costs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Buy America Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All material procurement contracts will include Buy America Provisions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NEPA/SEPA Logical Termini and Independent Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>More safety improvements for the same grant; 60% plus of the project cost will be for materials; substantially less administration for Agency Forces versus Contracting; safety improvements will be on the ground quicker and finally the cost/benefit is substantially higher with Agency Forces (cost per sign $63.48) doing the work than having a contractor (cost per sign $100.90) perform the same work.</td>
</tr>
<tr>
<td>For the reasons listed above, Stehekin County feels that the proposed project can be accomplished in a more efficient and cost-effective manner by Agency Forces than by contracting out.</td>
</tr>
</tbody>
</table>

(Please keep answers within the text boxes and attach additional sheets as needed)

<table>
<thead>
<tr>
<th>Approvals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

DOT Form 140-050 EF  
Revised 09/2013
Chapter 46  Local Advertising and Award Procedures

This chapter is used by local agencies operating under Certification Acceptance (Chapter 13) and choosing to advertise and award construction contracts themselves. Chapter 52 will also apply to these agencies.

Local agencies wanting to have the Washington State Department of Transportation (WSDOT) administer their construction contracts should refer to Chapter 51.

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 responsible bidder with the lowest responsive bid, 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.

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.
- FHWA has authorized the project in FMIS.

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.
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 *Standard Specifications* M 41-10. If another procedure is used, it must be approved by FHWA prior to use. When an agency does not prequalify prospective bidders, they should afford ten days after notification for the low bidder to provide evidence of capability to perform the work.

When evaluating whether or not the Bidder is qualified to perform the work the following information should be considered:

- Experience
- Personnel
- Equipment
- Financial Resources
- Performance Record

Qualifications must, at 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 and Chapter 44.

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 Specifications* Section 1.02.6.

**.24 Advertising of the Project** – Federal aid projects shall 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 responsible bidder with the lowest responsive bid unless the agency decides that all bids are to be rejected. Highways and Local Programs must concur when rejecting all bids. An advertisement period less than three weeks may be approved in special cases when justified. Shortened advertisement periods shall be no less than two weeks and require approval from FHWA. Approval must be properly documented in the project file. Examples for requesting shorter advertising periods are as follows:

- Emergency correction of roadways or bridges.
- To meet the conditions of an environmental permit (fish windows).
• To meet the conditions of a Bureau of Reclamation Permit (Irrigation Canal).
• To complete project prior to a school district opening in the fall.

In addition, the justification for the two week ad request should include the following:
• Will the shorter ad period limit the competition?
• Will the shorter ad period increase the overall cost of the project?
• Does the project include a Disadvantaged Business Enterprise (DBE) goal and will it allow the subcontractors sufficient time to submit a bid to the proposal holders?

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 USC 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.”

Should an addendum be necessary during the advertising period to correct or add something to the bid or plan data, such addenda if minor shall be approved by the CA local agency prior to transmittal to all the plan holders. A major addendum, which constitutes a change that significantly affects the cost of the project to the FHWA or alters the termini, character, or scope of the work requires HQ H&LP approval. 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.

Negotiation with contractors, during the period following the opening of bids and before the award of the contract is not permitted.

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 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 Standard Specifications Section 1 02.7, 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. All agencies that have projects with mandatory DBE goals must submit the bid tabs, the DBE Utilization Certification and the DBE Written Confirmation Document of the apparent low bidder to the Region Local Programs Engineer (LPE) to obtain concurrence to award before the contract is officially awarded to the apparent low bidder. Failure to gain LPE concurrence prior to award on every project with DBE goals and subsequent award of a contract to a nonresponsive bidder will jeopardize the project’s federal funding. For more information on DBE program requirements, see Chapter 26.

The local agency shall prepare a tabulation of bids showing the item details for at least the three lowest acceptable bids.

On projects where the lowest responsible bid exceeds the engineer’s estimate, it is the local agency’s decision whether or not to award the project. Reasons for justifying award:

- There was adequate competition for the project location and/or type of work.
- The project is essential to the public interest (safety, emergency repair, etc.).
- There was a significant error in the engineer’s estimate.
- If 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.

The original 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 responsible bidder with the lowest responsive bid. 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 System for Award Management (SAM) at www.sam.gov/portal/public/sam 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. SAM 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 with a Zero DBE goal, see Appendix 46.43. For an example of an award letter for a contract that has an identified DBE goal, see Appendix 46.44. The information contained in the body of these examples must be included in the local agency letter.

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.

An example of a standard contract agreement is in Appendix 44.73. 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, DOT Form 272-056A (if applicable).
- DBE Written Confirmation Document, DOT Form 422-031 (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 Advertisement – Example
46.42 Local Agency Funds – Award Letter Example
46.43 Zero Goal – Award Letter Example
46.44 Mandatory Goal – Award Letter Example
46.45 Contract Bond – Example
46.46 Request for Concurrence to Award - Example
INVITATION TO BID
LOCAL AGENCY'S LETTERHEAD
DEPARTMENT OF ENGINEERING
WASHINGTON

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

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

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

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

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

The following is applicable to federal aid projects.

The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively 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.

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

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

Principle, Title
Company Name
Address
City, State, Zip

Contract No.
Project Title

Dear _______________

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

The contract will be forwarded at an early date. This contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return within 20 calendar days after the date of award.

Sincerely,

Local Agency

cc: Region Local Programs Engineer
Appendix 46.43  Zero Goal – Award Letter Example

Date

Principle, Title
Company Name
Address
City, State, Zip

Project Title
Federal Aid No.
Contract No.

Dear _______________

This letter is to advise you that the contract for the above referenced project has been awarded to your firm at your bid price of $______________.

As a part of entering this contract, the contractor agrees to take all necessary and responsible steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises (DBE) have an opportunity to participate in the performance of this contract.

The award of this contract was made with the understanding that (Company Name), will provide the following items prior to submitting the signed contract for execution:

1. Breakout information for all successful DBEs proposed to perform on this contract:
   • 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).
   • 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.

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 and mailing address.

Send these two items to (Local Agency name and address). Failure to provide this information prior to execution will result in forfeiture of the bidder’s proposal security.

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 award.

Sincerely,

Local Agency

cc:  Region Local Programs Engineer
**Appendix 46.44  Mandatory Goal – Award Letter Example**

```
Date

Principle, Title
Company Name
Address
City, State, Zip

Contract No.
Project Title
Federal Aid No.

Dear ________________:

This letter is to advise you that the contract for the above referenced project has been awarded to your firm at your bid price of $______________.

As a part of entering this contract, the contractor agrees to take all necessary and responsible steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises (DBE) have an opportunity to participate 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 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).
   - 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 and mailing address.

Send these two items to (Local Agency name and address). Failure to provide this information prior to execution will result in forfeiture of the bidder’s proposal security.

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 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
Appendix 46.46  Concurrence to Award - Example

Request for

Project ____________________________

FHWA Project Number ________________

Attached are the following required documents plus any additional information that my be applicable:

____ Bid proposal from the lowest responsible bidder.
____ Bid bond.
____ Noncollusion Plan Certification.
____ DBE Utilization Certification
____ DBE written confirmation
____ 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
This chapter is used for NHS and non-NHS routes by Local Agencies operating under Certification Acceptance (CA) and choosing to administer construction contracts themselves. In the sequence of project development, this follows Chapter 46.

Local Agencies whose construction contracts are administered by the Washington State Department of Transportation (WSDOT) should refer to Chapter 51.

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 and Local Programs (H&LP) 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 52.107. 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.

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

The Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 and APWA GSP 1-01.3 define the major elements for construction contracts.

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 conference agenda example, 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 Specifications Section 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 Product List (QPL) is compiled by the WSDOT Materials Laboratory (Mats Lab) Documentation Section and can be accessed at www.wsdot.wa.gov/biz/mats/QPL/QPL.cfm.

The Request for Approval of Material (DOT Form 350-071 EF) is a form distributed by WSDOT. 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 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 this 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 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.
- Agencies may also use laboratories that are accredited by the Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing or accredited by the Construction Materials Engineering Council’s (CMEC’s) ISO 17025 program. These laboratories are considered to meet the quality assurance requirements in 23 CFR 637.209(a) (2), (3), and (4).

HMA Testing – Qualification is required for the following test methods:

- **AASHTO T 168** – Sampling Bituminous Paving Mixtures
- **AASHTO T 308/ASTM D 6307** – 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 T 209/ASTM D 2041** – Rice Density
- **AASHTO T 27/T 11** – Sieve Analysis of Fine and Coarse Aggregates
- **AASHTO T 255** – Total Evaporable Moisture Content of Aggregate by Drying
- **WAQTC TM 6** – Moisture Content of HMA

HMA Density Testing – Qualification is required in the following test method:

- **WAQTC TM 8** – 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 T 23** – Making and Curing Concrete Test Specimens in the Field
- **AASHTO T 119** – Standard Test Method for Slump of Hydraulic-Cement Concrete
- **AASHTO T 152** – Air Content of Freshly Mixed Concrete by the Pressure Method
- **AASHTO T 141/ASTM C 172** – Sampling Freshly Mixed Concrete
- **AASHTO T 309** – 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 T 2 – Sampling of Aggregates
AASHTO T 27/T 11 – Sieve Analysis of Fine and Coarse Aggregates
AASHTO T 176 – Determination of the Plastic Fines in Graded Aggregate by Use of the Sand Equivalent Test
AASHTO T 248 – Reducing Field Samples of Aggregates to Testing Size
AASHTO T 255 – Total Moisture Content of Aggregate by Drying
AASHTO TP 61 – 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 T 224 – Correction for Coarse Particles in the Soil Compaction Test
AASHTO T 310 – In-Place Density and Moisture Content of Soil and Soil Aggregate by Nuclear Method
AASHTO T 99 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 and bridge approaches
   - Density
   - Gradation and SE
4. Base material under roadway, embankments, bridge approaches
   - Density
   - Gradation and SE
5. Structural Grout
   Compression Testing

6. High Strength Nuts Bolts and Washers*
   Manufacturer’s Certificate of Compliance
   Certificate of Material Origin

*See *Standard Specifications* Section 9-06.5.

**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*

*Agencies must document the sources of steel and iron by having a “Certification of Materials Origin” on file. For further clarification of Manufactured Products Under Buy America, see Appendix 52.108.

**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

### 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 *Standard Specifications* Section 1-09. 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 *Construction Manual* Chapter 10. 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 39.12.040.

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 H&LP is required prior to the commencement of the physical work. For further information, refer to Chapter 21. 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.

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.
- 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

*Standard Specifications* Section 1-08.10 contains procedures and criteria for termination of a contract. Prior to termination action against a contractor or reassignment of the performance to the surety, the Local Agency must obtain H&LP 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.”
- 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 Chapters 26 and 27.

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 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 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 *Standard Specifications* Section 1-09.12(2).

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 years following acceptance of the project by H&LP. 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 and Local Programs Division (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 *Construction Manual* Section 9-1.5 or Section 52.3 of this 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.

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 each 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. DOT Form 422-103 EF, Local Agency Quarterly Report 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 Chapter 26.

.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 Standard Specifications and Construction Manual must be incorporated into the contract. (See Section 14.4 for complete guidance on work within the Interstate Rights of Way.)

52.10 Appendices

52.101 Preconstruction Conference Agenda – Example
52.102 Preconstruction Conference Minutes – Example
52.103 Letter Requesting WSDOT Project, Inspection, and Acceptance – Example
52.104 Materials Certification – Example
52.105 Weekly Statement of Working Days
52.106 Change Order
52.107 Exceptions to the WSDOT Construction Manual
52.108 Clarification of Manufactured Products Under Buy America

52.11 Forms

See Construction Manual Chapter 11
FHWA Form WH-347
The following exceptions to the *Construction Manual* M 41-01 may be used by the local agency.

- The local agency may develop their own Record of Materials (ROM), and approve manufacturers not listed on the approved WSDOT manufacturers list. The ROM is a listing of the construction items, generated by either the State Materials Laboratory or the Local Agency that has been identified from the plans and specifications for each project. The ROM identifies the types and quantities of materials, the standard acceptance methods and the number of acceptance and verification samples required for all material that will be used on the project. The ROM should always be maintained. If material quantities are increased or decreased during the construction of the project the ROM must reflect these changes. This may either increase or decrease the amount of acceptance tests needed. The ROM needs to reference the standard specification or contract provision where the material requirement is defined. The ROM also lists the acceptance requirements for materials requiring other actions, such as fabrication inspection, manufacturer’s certificate of compliance, shop drawing or catalog cuts.

- Asphalt plant inspectors and scalepersons are not required at established commercial sources. This exception does not allow the agency to eliminate acceptance sampling of the materials.

- The following items may be accepted with an approved catalogue cut and documented by visual inspection or a manufacturer’s material certification (provided manufacturer’s certification is based on actual testing):
  - Electrical items and accessories
  - Paving or geotextile fabrics
  - Fencing of any kind
  - Landscaping or irrigation items
  - Glare screens
  - Traffic buttons or pavement markings
  - Guardrail items  
    (Certificate of Material Origin is required)
  - Drainage items  
    (Certificate of Material Origin is required)
  - **Emulsified Asphalt for HMA Tack Coat and BST** (Suppliers Bill of Lading acts as Manufacturer’s Certificate of Compliance)
  - Re Bar Tie Wire
  - Backer Rod under RCS Expansion Joint
  - Rebar Chairs and Dobie Blocks
  - Temporary Items
  - Sandbags, Rope, and Wood Stakes
  - Compost
  - Monument Case and Cover  
    (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 Construction Manual M 41-01 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 Construction Manual M 41-01 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 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.

<table>
<thead>
<tr>
<th>Test</th>
<th>Normal Range of Deviation</th>
<th>Maximum Range of Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand Equivalent</td>
<td>±8 points</td>
<td>±15 points</td>
</tr>
<tr>
<td>Fracture</td>
<td>±5 percent</td>
<td>±10 percent</td>
</tr>
<tr>
<td>Asphalt Content (HMA and ATB)</td>
<td>±0.3 percent</td>
<td>±0.6 percent</td>
</tr>
<tr>
<td>Sieve Analysis – All Items:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 4 (4.75 mm) sieve and larger</td>
<td>±5 percent</td>
<td>±8 percent</td>
</tr>
<tr>
<td>No. 6 (3.35 mm) sieve to No. 80 (0.180 mm) sieve</td>
<td>±3 percent</td>
<td>±6 percent</td>
</tr>
<tr>
<td>No 100 (0.150 mm) and No. 200 (0.075 mm) sieve</td>
<td>±2 percent</td>
<td>±4 percent</td>
</tr>
</tbody>
</table>
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.

Test results exceeding the maximum range will be indicated by the wording “excessive deviation.” For deviations falling in the excessive category, the Project Engineer or a representative will notify the appropriate personnel for corrective action.

Corrective action will include review of sampling procedures, sample splitting procedures, testing procedures, and testing equipment. Actions and results of these investigations will be documented to the project file by a notation. These may include comments or findings by the Lab and testing personnel.
## Independent Assurance Sampling Frequency Guide

<table>
<thead>
<tr>
<th>Item</th>
<th>Test</th>
<th>Assurance Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravel Borrow</td>
<td>Grading &amp; SE</td>
<td>1 – 20,000 Ton</td>
</tr>
<tr>
<td>Select Borrow</td>
<td>Grading &amp; SE</td>
<td>1 – 20,000 Ton</td>
</tr>
<tr>
<td>Sand Drainage Blanket</td>
<td>Grading</td>
<td>1 – 20,000 Ton</td>
</tr>
<tr>
<td>Gravel Base</td>
<td>Grading, SE &amp; Dust Ratio</td>
<td>1 – 20,000 Ton</td>
</tr>
<tr>
<td>CSTC</td>
<td>Grading, SE &amp; Fracture</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>CSBC Grading</td>
<td>SE &amp; Fracture</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Maintenance Rock</td>
<td>Grading, SE &amp; Fracture</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Ballast Grading</td>
<td>SE &amp; Dust Ratio</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Shoulder Ballast</td>
<td>Grading &amp; Fracture</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Backfill for Sand Drains</td>
<td>Grading</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Crushed Coverstone</td>
<td>Grading, SE &amp; Fracture</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Crushed Screening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/8 – 1/4</td>
<td>Grading &amp; Fracture</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>1/2 – 1/4</td>
<td>Grading &amp; Fracture</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>1/4 – 0</td>
<td>Grading &amp; Fracture</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Gravel Backfill for Foundations</td>
<td>Grading, SE &amp; Dust Ratio</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Walls</td>
<td>Grading, SE &amp; Dust Ratio</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Pipe Bedding</td>
<td>Grading, SE &amp; Dust Ratio</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Drains</td>
<td>Grading</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>PCC Paving</td>
<td>Grading</td>
<td>1 – 10,000 Ton</td>
</tr>
<tr>
<td>Coarse Aggregate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine Aggregate</td>
<td>Grading</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Completed Mix</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consistency</td>
<td>Slump</td>
<td>1 – 25,000 SY</td>
</tr>
<tr>
<td>Air Content</td>
<td>Air</td>
<td>1 – 25,000 SY</td>
</tr>
<tr>
<td>Yield</td>
<td>Cement Factor</td>
<td>1 – 25,000 CY</td>
</tr>
<tr>
<td>Test Beam</td>
<td>Flexural Strength</td>
<td>1 – 25,000 SY</td>
</tr>
<tr>
<td>PCC Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coarse Aggregate</td>
<td>Grading</td>
<td>1 – 5,000 Ton</td>
</tr>
<tr>
<td>Fine Aggregate</td>
<td>Grading</td>
<td>1 – 2,500 Ton</td>
</tr>
<tr>
<td>Consistency</td>
<td>Slump</td>
<td>1 – 1,000 CY</td>
</tr>
<tr>
<td>Air Content</td>
<td>Air</td>
<td>1 – 1,000 CY</td>
</tr>
<tr>
<td>Cylinders (28-day)</td>
<td>Compressive Strength</td>
<td>1 – 1,000 CY</td>
</tr>
<tr>
<td>Yield</td>
<td>Cement Factor</td>
<td>1 – 1,000 CY</td>
</tr>
<tr>
<td>Cement</td>
<td>Chemical and Physical Certification (Verification Sample)</td>
<td>1 – 1,000 Ton</td>
</tr>
<tr>
<td>Asphalt Materials</td>
<td></td>
<td>Verification</td>
</tr>
<tr>
<td>Paving Asphalt (AR, AC, PBA)</td>
<td></td>
<td>1 qt. every 3rd shipment</td>
</tr>
<tr>
<td>Liquid Asphalt (Cutback, Emulsion)</td>
<td></td>
<td>1 qt. every other shipment</td>
</tr>
<tr>
<td>Emulsion for ACP Tack Coat</td>
<td></td>
<td>None required</td>
</tr>
</tbody>
</table>

WSDOT Local Agency Guidelines    M 36-63.23
October 2013
### Local Agency Project Management Review Checklist

#### Table of Organization and CA Agreement Review

<table>
<thead>
<tr>
<th>Approving Authority</th>
<th>Design approval</th>
<th>PS&amp;E approval</th>
<th>Contract award</th>
<th>Contract administration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

#### Preliminary Engineering

- Project development checklist: Yes [ ] No [ ]
- NEPA approval: Yes [ ] No [ ]
- Commitment file:
  - Environmental and Permit Conditions met: Yes [ ] No [ ]
- Design matrix checklist: Yes [ ] No [ ]
- Design approved by: ____________________________
- PS&E approved by: ____________________________
- Were wage rates included in the contract: Yes [ ] No [ ]
- Was a Value Engineering Study completed: Yes [ ] No [ ]

#### Public interest findings:

- Patented/Proprietary items: Yes [ ] No [ ]
- Mandatory use of borrow or disposal site: Yes [ ] No [ ]
- Agency supplied material: Yes [ ] No [ ]
- Agency supplied equipment: Yes [ ] No [ ]
- Local Agency Force work: Yes [ ] No [ ]
- Two-week advertisement: Yes [ ] No [ ]
- Tied bids: Yes [ ] No [ ]

- Engineers estimate amount: $ __________________

  If yes, approved by: ____________________________

<table>
<thead>
<tr>
<th>Right of Way</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Right of way acquired</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project right of way certification</td>
<td>Yes [ ] No [ ]</td>
<td></td>
</tr>
<tr>
<td>Right of way acquisition procedures</td>
<td>Yes [ ] No [ ]</td>
<td></td>
</tr>
<tr>
<td>Listing of right of way staff current</td>
<td>Yes [ ] No [ ]</td>
<td></td>
</tr>
</tbody>
</table>

#### Consultant Agreements

- Agreement renewed prior to expiration date: Yes [ ] No [ ]
- Fee type: |
- Advertisements on file: Yes [ ] No [ ]
- Did advertisement include Title VI language: Yes [ ] No [ ]
- Selection process on file: Yes [ ] No [ ]
### Advertising and Award

**46.21** FHWA construction authorization

Date: ____________

**46.24** Advertising Dates: ____________ to ____________

**46.24** Three week advertising period

Yes [ ] No [ ]

**46.25** Affidavits of publication in file

Yes [ ] No [ ]

Did publication include Title VI language

Yes [ ] No [ ]

**46.25** Bid opening date: ____________ Were bid analysis conducted prior to award

Yes [ ] No [ ]

Was there adequate competition (more than one bidder)

Yes [ ] No [ ]

List the number of bidders:

Is there concurrence to award from WSDOT/FHWA prior to award (projects containing DBE goal and full oversight projects only)

Yes [ ] No [ ]

**46.27** Award:

Date: ____________

**46.26** Award to lowest bidder

If not, explain:

Yes [ ] No [ ]

**46.28** Contract execution

Date: ____________

**46.28** Contract award amount

____________

**46.3** Award information transmitted to WSDOT prior to construction

Yes [ ] No [ ]

### DBE Compliance and SBE 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 DBE’s ____________

Yes [ ] No [ ]

Change order initiated by: Contractor ____________ Agency ____________

Comments:

____________

**52.5** Additional work provided to DBE’s

Yes [ ] No [ ]

**52.5** Any changes to DBE goals

Yes [ ] No [ ]

If yes, explain the reason for DBE goal changes

____________

**26.2** DBE goal changes approved by WSDOT H&LP

Yes [ ] No [ ]

**26.2** Quarterly report of amounts credited as DBE participation

Sent to region local programs engineer

Yes [ ] No [ ]

Complaints regarding DBE’s or from DBE

Yes [ ] No [ ]

If yes, were the complaints submitted to WSDOT

Yes [ ] No [ ]

Were complaints received from subcontractors for prime’s failure to pay promptly or return retainage

Yes [ ] No [ ]

Did Prime Contractor submit a Small Business Enterprise Plan

Yes [ ] No [ ]

N/A [ ]

### Training

Training goal set: Hours ____________

Yes [ ] No [ ]

Training plan approved by agency

Yes [ ] No [ ]

Non-union training plan approved by FHWA

Yes [ ] No [ ]

Training goal met: Hours ____________

Comments:

Yes [ ] No [ ]

DOT Form 272-024 EF
Revised 10/2013
### Chapter 53 Project Closure
### Appendix 53.51 Local Agency Project Management Review Checklist

#### Contract Administration

52.101 First working day: ________________  No. of working days: ________
- No. of working days complete: ________
- Were liquidated damages assessed: Yes ☐ No ☐
- Preconstruction conference minutes review: Yes ☐ No ☐
- Meeting held: Yes ☐ No ☐
- Meeting documented: Yes ☐ No ☐
- Do the minutes reflect discussion regarding DBE & EEO requirements: Yes ☐ No ☐
- Changes in scope: Yes ☐ No ☐
- Changes in cost: Yes ☐ No ☐
- If yes, is the NEPA still valid: Yes ☐ No ☐
- If yes, is the design still in compliance with ADA requirements: Yes ☐ No ☐

52.51 Were any claims settled by administrative settlement: Yes ☐ No ☐
- If yes, were claims submitted to local programs engineer: Yes ☐ No ☐

### Contract Completion

52.81 Completion / Physical  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: __________
52.1 Project diaries and inspector’s daily reports signed and reviewed  Yes ☐ No ☐
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 ☐
27.32 PR-1381 on file and PR 1392 sent to region local programs  Yes ☐ No ☐
- Comments: __________

---

Training start date: __________  Training end date: __________
- Were trainee interviews conducted: Yes ☐ No ☐
- Comments: __________
- Were good faith efforts provided when minority/female not submitted: Yes ☐ No ☐
- If yes, is there documentation in the file: Yes ☐ No ☐
- Comments: __________
### Local Agency Project

**Prime & Subcontractor Information**

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Amount</th>
<th>Date of Request to Sublet 421-012</th>
<th>DBE</th>
<th>Date of Fed. Aid Certification 420-004</th>
<th>Date of Statement of Intent to Pay Prev. Wages F700-029-000</th>
<th>Wage Rate Interview 424-003</th>
<th>DBE Review 272-051</th>
<th>Date of Affidavit of Wages Paid F700-307-000</th>
<th>Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prime</strong></td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

Total Amount Sublet $ ____________________________  % of Contract Sublet = (Maximum 70%) ____________________________

Payrolls: Certified by the contractor ☐ Yes ☐ No  Checked and initialed by the agency ☐ Yes ☐ No  How often were payrolls reviewed ____________________________

**Notes:**

__________________________________________________________________________

DOT Form 272-026 EF
Revised 09/2013
<table>
<thead>
<tr>
<th>CO#</th>
<th>Verbal App. Date</th>
<th>Written App. Date</th>
<th>Major Items Involved</th>
<th>Cost Change +/-</th>
<th>W/D +/-</th>
<th>Agency Justified Independently</th>
</tr>
</thead>
<tbody>
<tr>
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DOT Form 272-026 EF
Revised 09/2013
# Materials Documentation Review - Concrete Item

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Aid Number:</td>
<td>Date:</td>
</tr>
<tr>
<td>Reviewed By:</td>
<td></td>
</tr>
<tr>
<td>Bid Item:</td>
<td>Material:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan Quantity</th>
<th>Revised Quantity</th>
<th>Paid Quantity</th>
<th>Lag Exception Noted</th>
<th>ROM Maintained</th>
<th>Prelim. Sample-Agg.</th>
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**Is this project on an NHS Route?**
- Yes
- No

If so, provide tester certification:

**Comments:**

DOT Form 272-024 EF
Revised 10/2013

Concrete
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**Acceptable:**

**Deficiency as Noted:**

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**DOT Form 272-024 EF**

*Revised 10/2013*
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Quantity on Field Note Record: Number
Field Note Record Verified: Yes/No

Is this project on an NHS Route? Yes/No
If so, provide tester certification:

Comments:

Acceptable: Yes/No
Deficiency as Noted: Yes/No

DOT Form 272-024 EF
Revised 10/2013
### Materials Documentation Review - Wood Item

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Acceptable: | Deficiency as Noted: |
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DOT Form 272-024 EF
Revised 10/2013
**Materials Documentation Review - Electrical Item**

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Acceptable: ☐  Deficiency as Noted: ☐

DOT Form 272-024 EF  Revised 10/2013

Electrical
# Chapter 53: Project Closure

## Appendix 53.51: Local Agency Project Management Review Checklist

### Materials Documentation Review - Metal Item

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**Reviewed By:**  
**Bid Item:**  
**Material:**

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**Deficiency as Noted:**

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DOT Form 272-024 EF  
Revised 10/2013  
Metal
### Materials Documentation Review - All Items

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**Project Title:** 

**Federal Aid Number:** 

**Reviewed By:** 

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**Acceptable:** [ ]  
**Deficiency as Noted:** [ ]

DOT Form 272-024 EF  
Revised 09/2012  
All Items
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**Standard Specification 1-09.7**

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| 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 [ ]
## PMR Summary

<table>
<thead>
<tr>
<th>Project</th>
<th>Federal Aid Number</th>
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### Reviewers

- [ ] Agency Representative
- [ ] H&LP Representative
- [ ] Region LPE Representative

Regarding the PMR conducted on [Date], the following documents were not located during the review:

1. [Document Description]
2. [Document Description]
3. [Document Description]
4. [Document Description]
5. [Document Description]
6. [Document Description]
7. [Document Description]
8. [Document Description]
9. [Document Description]
10. [Document Description]

### Discussion Items:

1. [Discussion Item]
2. [Discussion Item]
3. [Discussion Item]
4. [Discussion Item]
5. [Discussion Item]
6. [Discussion Item]
7. [Discussion Item]
8. [Discussion Item]
9. [Discussion Item]
10. [Discussion Item]

Per the LAG Manual, section 53.31, your agency has 30 days from the receipt of this e-mail to locate the missing documents. Items not located within the 30 day “grace period” will be considered findings in the Project Management Review and may affect the agency’s Certification Acceptance (CA) status, federal funding, or require corrective action.

- [ ] Agency Representative [Date]
- [ ] H&LP Representative [Date]
- [ ] Region LPE Representative [Date]
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