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Remarks:

All LAG Manual and CD Holders:

To download the September 2003 LAG manual changes in their entirety electronically, go to: <http://www.wsdot.wa.gov/TA/Operations/LAG/LAGHP.HTM>. This site also includes an option to download just the September2003 revisions.

For interim LAG, GSP and other updates for local agencies, consider subscribing to our LAGG list serve. This is a great resource for your agencies LAG manual contacts. <http://lists.wsdot.wa.gov/guest/RemoteListSummary/LAGGL>.

In the past, we have included Chapter 9 of the 1997 Construction Manual on the CD to address acceptance and assurance procedures. This package includes a revision to Chapter 52 that addresses acceptance and assurance procedures. Therefore, the 1997 Construction Manual information will no longer be included on the CD.

A new addition to this package is the Summary of Changes. This document gives a brief overview of each revision. The actual revision should be reviewed in-depth to become completely knowledgeable of the revision.

If you have LAG **contact changes**, either additional or replacement contacts, it would be appreciated if you would complete and return a "Local Agency Guidelines, Request Form and LAG Contact Update" or email Ron Pate at paterd@wsdot.wa.gov. This will enable us to have a correct listing of current LAG manual holders and CD contacts, along with who to notify of updates. If you have questions with LAG manual content, please contact Ron Pate at paterd@wsdot.wa.gov or (360) 705-7383.

Summary of Changes:

Please Note: The following list is a brief overview of each revision. The actual revision should be reviewed in-depth to become completely knowledgeable of the revision.

Forward	LAG Committee Members — This revision updates the LAG Committee member list.
Appendix 14.62	Project Development Checklist — This revision added language to reflect the same language in chapter 46 that references the Project Development Checklist.
Chapter 21	Appendixes — This revision adds news appendixes to the list.
Appendix 21.43	Instructions for Completing Project Prospectus — The revision adds Legislative and Congressional District map references.
Appendix 21.45	List of City Code Numbers — The revision adds the City of Spokane Valley to the list.
Appendix 21.48	Statewide Legislative District Map — This revision adds a new appendix for a Statewide Legislative District map.
Appendix 21.49	Puget Sound Legislative Districts — This revision adds a new appendix for a Puget Sound Legislative District map.
Appendix 21.50	Washington State Congressional Districts — This revision adds a new appendix for a Washington State Congressional District map.
Appendix 25.155	Government Agreement for Aid Form — The revision replaces the existing form with an updated version.
Chapter 31, Section 31.41	Exceptions to the competitive process used for consultant selection: This revision gives the LPE approval authority for sole source consultant agreements in limited situations.
Chapter 32, Section 32.41	Other Projects With Railroad Involvement — The revision corrects a grammar error.
Appendix 32.55	Washington Short Line Contact List — This revision updates the member list.
Chapter 42	City and County Design Standards Member list — This revision updates the LAG Committee member list.
Chapter 42, pg. 7/pg. 9	ADA/Detectable Warning, Truncated Dome information — This revision corrects a previous printing error and adds language to address the ADA requirement for color contrast of detectable warning (Truncated Domes) materials.
Chapter 44, Section 44.5	Specifications — This revision moves text to improve the reading of the section.
Appendix 46.42	Sample DBE Condition of Award Letter — The sample letter was updated to reflect current requirements.
Appendix 46.43	Sample Award Letter — The sample letter was updated to reflect current requirements.
Chapter 52, Section 52.31	Removal of duplicated language from last paragraph of section.
Chapter 52, Section 52.33	Exceptions to the WSDOT Construction Manual — This revision moves the WSDOT Construction Manual Exception to a new appendix 52.98.
Appendix 52.98	WSDOT Construction Manual exceptions — This revision clarifies the requirement of acceptance sampling and testing and gives local agencies the option of assurance testing with guidance to accomplish it.
Appendix 53.51	Local Agency Document Review Checklist — The revision reformats the Local Agency Documentation checklist, via the addition of spreadsheets for Prime and Subcontractor information, and Change Orders.

Instructions:

Page numbers and corresponding sheet-counts are given in the table below to indicate portions of the *Local Agency Guideline* that are to be removed and inserted to accomplish this revision.

Chapter	Remove		Insert	
	Pages	Sheets	Pages	Sheets
Foreword	i-ii	1	i-ii	1
Contents	vii-xv	5	vii-xv	5
Appendix 14.62	15-16	1	15-16	1
Chapter 21	1-2	1	1	1
Appendix 21.43	7-8	1	7-8	1
Appendix 21.45	13-14	1	13-14	1
Appendix 21.48, Appendix 21.49 and Appendix 21.50	N/A	N/A	19-21	2
Appendix 25.155	39-42	2	39-42	2
Chapter 31	1-8	4	1-7	4
Chapter 32	3-4	1	3-4	1
Appendix 32.55	11-12	1	11-12	1
Design Standards	3-4	1	3-4	1
Design Standards	7-10	2	7-10	2
Chapter 44	3-4	1	3-4	1
Appendix 46.42 and Appendix 46.43	7-8	1	7-8	1
Chapter 52	1-4	2	1-4	2
Appendix 52.98	N/A	N/A	13-15	2
Appendix 53.51	3-6	2	3-6	2

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This manual was published to provide local agencies with statewide policies and standards to follow when using Federal Highway Administration (FHWA) funds for transportation projects. Considerable effort has been made to provide guidance on how to accomplish the work and document the results, and to incorporate the flexibility options provided by the Transportation Equity Act for the 21st Century (TEA-21).

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

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



Kathleen B. Davis

Director

Headquarters Highways and Local Programs

Local Agency Guidelines Committee Members

Cities

Jim Young

Certification Acceptance (CA) Coord.
Transportation Capitol Projects Mgmt.
600 Municipal Building
Seattle, WA 98104-1826
(206) 684-8065

Bob Alberts

Public Works Director
City of Pasco
412 West Clark
Pasco, WA 99301-5629
(509) 545-3444

Lynn Price

Project Manager
City of Bremerton
3027 Olympus Drive
Bremerton, WA 98310-4799
(360) 478-5272

Jim Morrow

Public Works Director
City of Tukwila
6300 Southcenter Boulevard
Tukwila, WA 98188-2544
(206) 433-0179

Russell Brown

Development Engineer
City of Moses Lake
PO Box 1579
Moses Lake, WA 98837
(509) 766-9216

Counties

Steve Flude

Assistant Public Works Director
Skagit County
1111 Cleveland Avenue
Mount Vernon, WA 98273-4215
(360) 336-9333; ext. 237

Owen Carter

Engineering Services Director
Snohomish County
2930 Wetmore Avenue
Everett, WA 98201-4044
(425) 388-6667

Dale Rancour

County Engineer
Thurston County
2404-A Heritage Court SW
Olympia, WA 98502
(360) 786-5134

Jim Whitbread

Stevens County Engineer
East 185 Hawthorne
Colville, WA 99114
(509) 684-4548

Jerry Bryant

Engineering Manager
Pierce County Public Works
2401 South 35th Street # 150
Tacoma, WA 98409-7460
(253) 798-7250

Other

Mike Horton

Chair, Operations Engineer
WSDOT Headquarters Highways and
Local Programs
P.O. Box 47390
Olympia, WA 98504-7390
(360) 705-7375

Jim Seitz

Transportation Specialist
Association of Washington Cities
1076 Southeast Franklin
Olympia, WA 98501-1346
(360) 753-4137

Randy Hart

Program Manager
CRAB
P.O. Box 40913
Olympia, WA 98504-0913
(360) 753-5989

Gary Hughes

Operations Team Leader
FHWA (HEO-WA)
711 South Capitol Way, Suite 501
Olympia, WA 98501-1230
(360) 753-9025

Jeff Webber

The Transpo Group
CECW Representative
11730 118th Avenue Northeast, Suite 600
Kirkland, WA 98034-7120
(425) 821-3665

WSDOT Highways and Local Programs Staff

Larry Schofield — Project Development
Engineer
Ronald Pate — Standards and
Procedures Engineer
Harry Haslam — Northwest Region

Contents

	Page	Revision Date
Foreword	i	Sept. 2002
Local Agency Guidelines Committee Members	ii	Sept. 2003
Local Agency Guidelines Committee Members E-mail Listing	iii	Feb. 2002
Comment Request Form	v	June 2000
Acronyms	1	July 2001
Guidelines Overview		
Chapter 11 Introduction		
Purpose	11-1	July 1999
Organization of the Manual	11-1	July 1999
Updating Process	11-1	July 1999
Chapter 12 FHWA Funding Programs		
12.1 General Discussion	12-1	Feb. 2002
12.2 Coordination With Planning Agencies	12-1	Feb. 2002
	12-2	Feb. 2002
	12-3	Feb. 2002
12.3 Non-NHS Funding Sources	12-4	Dec. 2000
	12-5 to 7	Feb. 2002
	12-8	June 2000
12.4 FHWA Discretionary Programs	12-9	Feb. 2002
	12-10	June 2000
	12-11	Dec. 2000
12.5 Transfer of STP, Enhancement, and CM/AQ Funds to the Federal Transit Administration (FTA)	12-12	Dec. 2000
12.6 Appendixes	12-12	Dec. 2000
12.62 MPO Planning Flow Chart	12-13	June 2000
12.63 Map of MPOs	12-14	Feb. 2002
12.64 Map of RTPOs	12-15	June 2000
12.65 MPO/RTPO Directory	12-16 and 17	Feb. 2002
	12-18 and 19	Dec. 2000
12.66 STP Lead Agencies	12-20	June 2000
12.67 Six Year Transportation Improvement Program Instructions	12-21 and 22	Dec. 2000
12.68 Six Year Transportation Improvement Program Sheet	12-23	Dec. 2000
Chapter 13 Becoming Certified to Administer FHWA Projects		
13.1 General Discussion	13-1	June 2000
13.2 Certification Acceptance Features	13-1	June 2000
13.3 Certification Acceptance Requirements	13-1	June 2000
13.4 Application for Certification Acceptance	13-1	June 2000
13.5 Certification Acceptance Compliance	13-2	Dec. 2000
Certification Acceptance Qualification Agreement (2 pages)		Sept. 2002
Certification Acceptance Interview Form (4 pages)		July 1999

	Page	Revision Date
Chapter 14	Developing Projects Using the Local Agency Guidelines	
14.1	General Discussion	14-1 June 2000
14.2	Project Development Process Overview	14-1 June 2000
14.3	Standards	14-2 July 1999
14.4	Projects Within Interstate Rights-of-Way	14-3 July 2001
14.5	Project Development Process Flow Chart and Checklist	14-3 July 2001
14.6	Appendixes	14-3 July 2001
	14.61 Project Development Process Flow Chart	14-5 July 1999
	14.62 Project Development Checklist	14-6 and 7 July 1999
		14-8 July 2001
		14-9 July 1999
		14-10 and 11 Sept. 2002
		14-12 July 2001
		14-13 July 1999
		14-14 March 2003
		14-15 Sept. 2003
		14-16 to 18 July 1999
		14-19 Sept. 2002
		14-20 July 1999
 General Project Development		
Chapter 21	The Project Prospectus	
21.1	General Discussion	21-1 Sept. 2003
21.2	Procedure for Submitting the Planning/TDM Application Package	21-1 Sept. 2003
21.3	Procedure for Compiling the Project Application Package	21-1 Sept. 2003
21.4	Appendixes	21-1 Sept. 2003
	21.41 Prospectus Submittal Checklist	21-3 Feb. 2002
	21.42 Instructions for Project Application Transmittal Items	21-4 Feb. 2002
		21-5 July 1999
	21.43 Instructions for Completing Project Prospectus	21-6 July 1999
		21-7 Sept. 2003
		21-8 Sept. 2002
		21-9 and 10 July 1999
	21.44 List of County Code Numbers and WSDOT Region Numbers	21-11 July 2001
	21.45 List of City Code Numbers	21-12 and 13
		21-14 Sept. 2003
	21.46 List of Urban Area Numbers	21-15 July 1999
	21.47 Local Agency Federal Aid Project Prospectus	21-16 to 18 March 2003
	21.48 Puget Sound Legislative Districts	21-19 Sept. 2003
	21.49 Statewide Legislative Districts	21-20 Sept. 2003
	21.50 Washington State Congressional Districts	21-21 Sept. 2003
 Chapter 22	 The Local Agency Agreement	
22.1	General Discussion	22-1 Dec. 2000
22.2	Preparation Procedure	22-1 Dec. 2000
22.3	Supplemental Agreement	22-1 Dec. 2000
22.4	Appendixes	22-1 Dec. 2000
	22.41 Local Agency Agreement	22-3 to 6 July 2001
	22.42 Instructions for Preparing Local Agency Agreement	22-7 and 8 Feb. 2002
	22.43 Local Agency Supplemental Agreement	22-9 Dec. 2000
	22.44 Instructions for Preparing Supplemental Agreement	22-10 Dec. 2000
	22.45 Sample Withholding Resolution for Construction Financing Method B	22-11 July 1999

	Page	Revision Date
Chapter 23 Progress Billing (Reimbursement Costs)		
23.1 General Discussion	23-1	Feb. 2002
23.2 Billing Procedures for Local Agency Ad and Award and Agency Force Work	23-1	Feb. 2002
23.3 Billing Procedures for State Ad and Award	23-1	Feb. 2002
23.4 Number and Timing of Submittals	23-1	Feb. 2002
23.5 Identification of Federal Aid Participating and Nonparticipating Charges	23-1 to 3	Feb. 2002
23.6 Appendixes	23-3	Feb. 2002
23.61 Sample Form PPC2, "Federal Aid Request for Payment"	23-5	Feb. 2002
23.62 Instructions for Completing Form PPC2	23-6 and 7	Feb. 2002
Chapter 24 Environmental Processes		
24.1 General Discussion	24-1	Feb. 2002
24.2 Project Classification	24-2 and 3	Feb. 2002
	24-4 to 6	Feb. 2002
24.3 Procedures for Class I Projects	24-7	June 2000
	24-8	July 1999
	24-9	Nov. 1999
	24-10	July 1999
	24-11	Nov. 1999
	24-12	June 2000
24.4 Procedures for Class II Projects	24-13	Nov. 1999
24.5 Procedures for Class III Projects	24-13	Nov. 1999
24.6 Project Reevaluation	24-14	Nov. 1999
24.7 Biological Assessments	24-15	Feb. 2002
	24-16	March 2003
	24-17 to 20	Nov. 1999
24.8 Section 106 Process	24-21	August 2000
	24-22	March 2003
	24-23 and 24	March 2003
24.9 Project Reviews	24-25	March 2003
24.10 Appendixes	24-26	March 2003
24.101 Instructions for Completing the Environmental Classification Summary	24-27 and 32	Sept. 2002
24.102 Biological Assessment Coordination Process	24-33	Sept. 2002
24.103 ESA Species Listings Requests — Agency Contacts	24-34	Sept. 2002
24.104 ESA Species Listings Request Letter Template	24-35	Sept. 2002
24.105 "No Effects" BA Letter Template	24-36	Sept. 2002
24.106 "May Affects" BA Template	24-37 to 40	Sept. 2002
24.107 7(d) Request Letter Template	24-41	Sept. 2002
24.108 Definitions	24-42	Sept. 2002
24.109 27 Tribes and Treaty Ceded Areas of Washington	24-43	Sept. 2002
24.110 Local Agency Environmental Classification Summary	24-44 to 50	Sept. 2002
Chapter 25 Right-of-Way Procedures		
25.01 General Discussion	25-1	Sept. 2002
25.02 Right-of-Way Acquisition Procedures	25-2	Sept. 2002
25.03 Voluntary Acquisition	25-2	Sept. 2002
25.04 Funds for Right-of-Way	25-2	Sept. 2002
25.05 Appraisal	25-3 and 4	Feb. 2002
25.06 Title	25-5	Feb. 2002
25.07 Negotiations	25-5	Feb. 2002
25.08 Donated Property	25-6	Sept. 2002
25.09 Administrative Settlements	25-6	Sept. 2002

	Page	Revision Date
25.10 Relocation	25-7	Sept. 2002
25.11 Right-of-Way Certification	25-7	Sept. 2002
25.12 Property Management	25-7	Sept. 2002
25.13 Document Retention	25-8	Sept. 2002
25.14 Appendixes	25-8	Sept. 2002
25.142 Right-of-Way Procedures	25-9 and 10	July 1999
25.143 Right-of-Way Project Funding Estimate Sample	25-11 to 12	July 1999
	25-13	Feb. 2002
25.144 True Cost Estimate Sample	25-14 to 16	July 1999
25.145 Appraisal Report Forms (Sample)	25-17 and 18	July 1999
25.146 Appraisal Waiver Procedure (Sample)	25-19 to 22	July 1999
25.147 Review Appraiser Form (Sample)	25-23 and 24	July 1999
25.148 Donation Statements (Sample)	25-25 and 26	July 1999
25.149 Certification #1 (Sample) — All Right-of-Way Acquired	25-27	July 1999
25.150 Certification #2 (Sample) — Right to Occupy All Right-of-Way Acquired	25-28 and 29	July 1999
25.151 Certification #3 (Sample) — All Right-of-Way Not Acquired	25-30 and 31	July 1999
25.152 Coordinators Worksheets (Sample)	25-32 to 34	July 1999
25.153 Federal Aid Requirement Checklist	25-35 and 36	July 1999
25.154 Process Flow Chart	25-37	July 1999
25.155 Government Agreement for Aid	25-39 to 42	Sept. 2003

Chapter 26 Disadvantaged Business Enterprises

26.1 General Discussion	26-1	March 2003
26.2 Procedures	26-1 to 4	March 2003
26.3 Consultant Agreement Goals	26-5	March 2003
26.4 Appendixes	26-5 and 6	March 2003
26.41 Quarterly Report of Amounts Credited as DBE Participation	26-7	Dec. 2000
26.42 Disadvantaged Business Enterprise Utilization Certification	26-8	Dec. 2000

Chapter 27 Equal Employment Opportunity and Training

27.1 General Discussion	27-1	Dec. 2000
27.2 Training	27-1	Dec. 2000
27.3 Contract Administration	27-2	March 2003
27.4 Monitoring During Construction	27-2	March 2003
27.5 Compliance Review	27-3	Sept. 2002

Special Project Development

Chapter 31 Using Consultants

31.1 General Discussion	31-1	Sept. 2003
31.2 Advertisement/Solicitation	31-1	Sept. 2003
31.3 Pre-Award Audits	31-2	Sept. 2003
31.4 Consultant Selection Process	31-2 to 5	Sept. 2003
31.5 Standard Agreement and Exhibits	31-5	Sept. 2003
31.6 Supplements to the Agreement	31-6	Sept. 2003
31.7 Oversight of the Agreement and Project Closure	31-6	Sept. 2002
31.8 Appendixes	31-7	Sept. 2003
31.81 Sample Advertisement	31-9	Nov. 1999
	31-10	Feb. 2002
31.82 Sample Record of Negotiations	31-11	Nov. 1999
31.83 Information Required in Agreements for Non-CA Agencies	31-12	Nov. 1999

	Page	Revision Date
31.84	Sample Invoice Tracking Sheet	31-13 Nov. 1999
31.85	WSDOT Performance Evaluation Consultant Services	31-14 Nov. 1999
	Performance Evaluation Instructions	31-15 Nov. 1999
	Consultant Services Evaluation Supplement	31-16 to 19 Nov. 1999
31.86	Sample Personal Services Contract for Appraiser	31-20 to 22 Nov. 1999
31.87	Sample Consultant Agreement for Negotiation Services	31-23 to 30 Nov. 1999
31.88	Independent Estimate for Consulting Services	31-31 Dec. 2000
31.89	Local Agency Standard Consultant Agreement	31-32 to 39 Dec. 2000
	Exhibit A-1	31-40 Dec. 2000
	Exhibit A-2	31-41 Dec. 2000
	Exhibit A-3	31-42 Dec. 2000
	Exhibit A-4	31-43 Dec. 2000
	Exhibit B-1	31-44 Dec. 2000
	Exhibit B-2	31-45 and 46 Dec. 2000
	Exhibit C-1	31-47 and 48 Dec. 2000
	Exhibit C-2	31-49 to 51 Dec. 2000
	Exhibit C-3	31-52 and 53 Dec. 2000
	Exhibit C-4	31-54 Dec. 2000
		31-55 July 2001
	Exhibit C-5	31-56 Dec. 2000
	Exhibit D-1	31-57 Dec. 2000
	Exhibit D-2	31-58 Dec. 2000
	Exhibit E	31-59 Dec. 2000
	Exhibit F	31-60 Dec. 2000
	Exhibit G	31-61 Dec. 2000
	Exhibit G-1	31-62 Dec. 2000
	Exhibit G-2	31-63 Dec. 2000
	Exhibit H	31-64 Dec. 2000
31.90	Supplemental Agreement	31-65 Dec. 2000
31.91	Supplemental Signature Page for Standard Consultant Agreement	31-66 Dec. 2000
Chapter 32	Railroad/Highway Crossing Program	
32.1	General Discussion	32-1 Sept. 2002
32.2	Selection of Appropriate Warning Devices	32-1 Sept. 2002
32.3	Project Development Process	32-2 Feb. 2002
		32-3 Sept. 2002
32.4	Other Projects With Railroad Involvement	32-4 Sept. 2003
32.5	Appendixes	32-4 Sept. 2003
	32.51 Signal Design — Shoulder Section (Metric/English)	32-5 July 1999
	32.52 Signal Design — Curb Section (Metric/English)	32-7 July 1999
	32.53 Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form (Metric/English)	32-9 July 1999
	32.54 Railroad Project Data Form	32-11 July 1999
	32.55 Washington State Short Line Contact List	32-12 Sept. 2003
	32.56 Sample Letter — Type 3 Party Agreement	32-13 July 1999
	32.57 Local Agency Railway Agreement	32-15 and 16 Dec. 2000
Chapter 33	Emergency Relief Program	
33.1	Steps Following a Disaster	33-1 Feb. 2002
33.2	FHWA's Emergency Relief Program Guidelines	33-2 Feb. 2002
33.3	Reimbursable Expenses	33-3 and 4 Feb. 2002
		33-5 July 1999
33.4	Types of Emergency Relief Work	33-6 to 9 July 1999
33.5	Contracts	33-9 July 1999

	Page	Revision Date
33.6 Additional Project Requirements	33-9	July 1999
33.7 Funding	33-10	July 1999
33.8 FEMA Program Guidelines	33-10	July 1999
33.9 Appendixes	33-11	Dec. 2000
33.91 Local Agency Proclamation	33-13	July 1999
33.92 Governor’s Proclamation	33-14	July 1999
33.93 Local Agency Damage Inspection Report	33-15	Dec. 2000
Chapter 34 Bridge Selection and Scoping		
34.1 General Discussion	34-1	Feb. 2002
34.2 Bridge Replacement Committees	34-1	Feb. 2002
34.3 Bridge Funding	34-1	Feb. 2002
	34-2	Feb. 2002
34.4 Bridge Selection	34-3	June 2000
34.5 Bridge Scoping	34-4	June 2000
34.6 Appendixes	34-5	June 2000
34.61 Sample C3R Review Form	34-7	Feb. 2002
34.61A Criteria for Bridge Candidates	34-8	Feb. 2002
34.61B Bridge Rehabilitation Criteria	34-9	June 2000
34.62 BRAC Bridge Funding Questionnaire	34-10	June 2000
34.63 Bridge Rehabilitation/Replacement Worksheet	34-11	June 2000
34.64 Bridge Construction Costs	34-12	June 2000
 Design		
Chapter 41 General		
41.1 General Discussion	41-1	July 1999
41.2 New Construction/Reconstruction Projects	41-1	July 1999
41.3 3-R Projects (Resurfacing, Restoration, and Rehabilitation)	41-2	Dec. 2000
41.4 2-R Projects (Resurfacing and Restoration)	41-3	Feb. 2002
41.5 Low Volume Roads and Streets	41-3	Feb. 2002
41.6 Deviations	41-3	Feb. 2002
41.7 Appendixes	41-4	June 2000
41.71 Safety Checklist — A Guideline for 2-R and 3-R Projects	41-5 and 6	July 1999
41.72 Sample Deviation Analysis Format	41-7	June 2000
 Chapter 42 Design Standards		
42.1 General	42-1	March 2003
42.2 City and County Design Standards	42-1	March 2003
42.3 Appendixes	42-1	March 2003
42.31 City and County Design Standards		
Contents	i	March 2003
Introduction	1 and 2	Sept. 2002
Committee Membership	3	Sept. 2003
Design Standards for New Construction and Reconstruction	5	Feb. 2002
Roadway Geometrics	6	March 2003
Bridge Criteria	7	Sept. 2003
Other Criteria	7	March 2003
Roadway Elements	8	July 1999
Geometric Cross-Section for Two-Way Roads and Streets (English Units)	9	Sept. 2003
Design Standards for 3-R Projects	10	March 2003
Definitions	10	March 2003
General Discussion	11	March 2003
Design Standards for 2-R Projects	13	March 2003
General	13	March 2003

	Page	Revision Date
Design Parameters	13	March 2003
References for New Construction and Reconstruction, 3-R, and 2-R Standards	15	March 2003
Addresses to Acquire Reference Materials	16	March 2003
Chapter 43 Location and Design Approval		
43.1 General Discussion	43-1	March 2003
43.2 Requirements for Design Approval	43-1	March 2003
43.3 Bridge Design Approval	43-1 and 43-2	March 2003
43.4 Value Engineering	43-3 to 4	July 1999
43.5 Additional Data Required for Special Projects	43-4	July 1999
43.6 Design Approval Notices	43-4	July 1999
43.7 Appendixes	43-4	July 1999
43.71 Sample Request to Publish Notice of Design Approval	43-5	July 1999
43.72 Sample FHWA Project Notice of Approval of Location and Design	43-6	July 1999
43.73 Sample Format — VE Assessment Report	43-7	July 1999
Chapter 44 Plans, Specifications, and Estimates		
44.1 General Discussion	44-1	Feb. 2002
44.2 PS&E Requirements	44-1	Feb. 2002
44.3 Documents Requiring Professional Stamps	44-2	March 2003
44.4 Contract Plans	44-3	Sept. 2002
44.5 Specifications	44-3	Sept. 2002
44.6 Estimates	44-4	Sept. 2003
44.7 Appendixes	44-4	Sept. 2003
44.72 Sample Proposal (Metric/English)	44-5 to 8	Dec. 2000
44.73 Sample Contract	44-9 and 10	Dec. 2000
44.74 Sample City Letter of Financial Responsibility	44-11	Feb. 2002
44.75 Sample County Letter of Financial Responsibility	44-12	Dec. 2000
44.76 Sample Estimate and Grouping (Metric/English)	44-13 to 20	Dec. 2000
44.77 Permits	44-21 to 23	Dec. 2000
44.78 Local Agency Plans Preparation Checklist	44-24 to 27	Dec. 2000
44.79 Subcontractor List	44-28	Dec. 2000
44.80 Disadvantaged Business Enterprise Utilization Certification	44-29	Dec. 2000
Chapter 45 State Advertising and Award Procedures		
45.1 General Discussion	45-1	Feb. 2002
45.2 Submittals	45-1	Feb. 2002
45.3 Procedures	45-1 and 2	Feb. 2002
Chapter 46 Local Advertising and Award Procedures		
46.1 General Discussion	46-1	Sept. 2002
46.2 Procedures	46-1 and 2	March 2003
46.3 Submittal of Award Data	46-3	March 2003
46.4 Appendixes	46-3	March 2003
46.41 Sample Request for Concurrence to Award	46-5	July 1999
46.41a Sample Advertisement	46-6	March 2003
46.42 Sample Condition of Award Letter (DBE Contract Goals)	46-7	Sept. 2003
46.43 Sample Condition of Award Letter (DBE Prime Contractor)	44-8	Sept. 2003
46.44 Sample Contract Bond	44-9	July 1999

		Page	Revision Date
Construction and Post-Construction			
Chapter 51	WSDOT Administered Projects		
	51.1 General Discussion	51-1	July 1999
	51.2 Preconstruction Conference	51-1	July 1999
	51.3 Changes and Extra Work	51-1	July 1999
Chapter 52	Local Administered Projects		
	52.1 General Discussion	52-1	Sept. 2003
	52.2 Preconstruction Conference	52-1	Sept. 2003
	52.3 Quality Control	52-1	Sept. 2003
	52.4 Progress Payments	52-2	Sept. 2003
	52.5 Changes and Extra Work	52-2	Sept. 2003
	52.6 Termination of Contract	52-2	Sept. 2003
	52.7 Compliance With Federal Contract Provisions	52-2	Sept. 2003
	52.8 Physical Completion of Construction	52-3	Sept. 2003
	52.9 Appendixes	52-4	Sept. 2003
	52.91 Sample Preconstruction Conference Agenda	52-5	July 1999
	52.92 Sample Preconstruction Conference Minutes	52-7	July 1999
	52.93 Sample Letter Requesting WSDOT Project Inspection and Acceptance	52-8	July 1999
	52.94 Sample Materials Certification	52-9	July 1999
	52.95 Timeline for Construction Contracts	52-10	July 1999
	52.96 Weekly Statement of Working Days Sample Sheet	52-11	Dec. 2000
	52.97 Change Order	52-12	Dec. 2000
	52.98 Exceptions to the WSDOT Construction Manual	52-13 to 53-16	Sept. 2003
Chapter 53	Project Closure		
	53.1 General Discussion	53-1	Feb. 2002
	53.2 Closure	53-1	Feb. 2002
	53.3 Project Management Review	53-1	Feb. 2002
	53.4 Financial and Compliance Audit	53-2	Feb. 2002
	53.5 Appendixes	53-2	Feb. 2002
	53.51 Local Agency Documentation Review Checklist	53-3 to 6	Sept. 2003
	53.52 Final Inspection of Federal Aid Project	53-7	Dec. 2000
	53.53 Quarterly Report of Amounts Credited as DBE Participation	53-9	Feb. 2002
Miscellaneous			
Chapter 61	Local Agency Force Projects		
	61.1 General Discussion	61-1	July 1999
	61.2 PS&E Requirements	61-1	July 1999
	61.3 PS&E Approval	61-1	July 1999
	61.4 Fund Authorization	61-1	July 1999
	61.5 Contract Number	61-1	July 1999
	61.6 Construction Administration	61-1	July 1999
	61.7 Project By One Agency for Another Agency	61-2	July 1999
	61.8 Appendixes	61-2	July 1999
	61.81 Sample Local Agency Force Preconstruction Conference	61-3	July 1999
Chapter 62	Enhancement Projects and Heritage Corridors Program		
	62.1 General Discussion	62-1	Dec. 2000
	62.2 Standards	62-2	Dec. 2000
	62.3 Special Requirements	62-2	Dec. 2000

	Page	Revision Date
62.4 Eligible Projects	62-2	Dec. 2000
62.5 Minimum Contents of Bid Package	62-3	Dec. 2000
62.6 Project Closure Package	62-3	Dec. 2000
62.7 Appendixes	62-3	Dec. 2000
62.71 Enhancement and Scenic Standards	62-3	Dec. 2000
62.8 References	62-3	Dec. 2000
Chapter 63 The National Highway System		
63.1 General Discussion	63-1	Sept. 2002
63.2 Types of Eligible Projects	63-1	Sept. 2002
63.3 Standards	63-1	Sept. 2002
63.4 NHS Certification Acceptance	63-1	Sept. 2002
63.5 Projects Within Interstate Rights-of-Way	63-1	Sept. 2002
63.6 Project Approval Actions	63-2	July 2001
63.7 NHS Components	63-2	July 2001
63.8 Appendixes	63-2	July 2001
63.81 List of Local Agency NHS Routes	63-3	July 2001
63.82 Local Agency NHS Route Termini	63-4 and 5	July 2001
Chapter 64 Bridge Inspections		
64.1 General Discussion	64-1	June 2000
64.2 Qualifications/Training of Inspection Personnel	64-1	June 2000
64.3 Records and File Requirements	64-1	June 2000
64.4 Inspection Types and Frequencies	64-1	June 2000
64.5 Bridge Load Ratings	64-1	June 2000
64.6 Bridge Scour Analysis	64-1	June 2000
64.7 Quality Assurance Reviews	64-1	June 2000
64.8 Major Bridge Repair Reports	64-1	June 2000
64.9 WSDOT and Other Inspection Services	64-1	June 2000
Chapter 65 Management Systems		
65.1 General Discussion	65-1	July 1999
65.2 Review of Maintenance	65-1	July 1999
65.3 Management Systems	65-1	July 1999
	65-2	June 2000
	65-3 and 4	July 1999
List of Forms	1	July 2001
Acronyms and Glossary of Terms	1	June 2000
Acronyms	1	June 2000
Glossary of Terms	5	Feb. 2002
Index	1	June 2000

Award of Contract (Chapter 46)

Initials **Date
or N/A**

- | | | |
|-------|-------|---|
| _____ | _____ | Establish contract award date _____ |
| _____ | _____ | Sent "Award Letter" to successful low bidder |
| _____ | _____ | Sent "Condition of Award" to successful low bidder if DBE goals are set in the contract |
| _____ | _____ | Notify all unsuccessful bidders |
| _____ | _____ | Return bid bonds (except for first three) |
| _____ | _____ | Notify second and third bidders of holding bid bonds until execution |
| _____ | _____ | Sent <u>award data</u> 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, <u>form 272-056A (if applicable)</u> |
| _____ | _____ | Estimated date of contract completion <u>or number of working days for the contract</u> |
| _____ | _____ | <u>Names and addresses of all firms that submitted a quote to the successful low bidder</u> |

DATE OF AWARD IS CUTOFF FOR CHARGING TO PRELIMINARY ENGINEERING

Construction Administration

Execution of Contract (Chapter 46)

- | | | |
|-------|-------|--|
| _____ | _____ | 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 Regional Highways and Local Programs Engineer |
| _____ | _____ | Returned bid bonds to second and third bidders |

Preconstruction Conference (Chapter 51)

- | | | |
|-------|-------|---|
| _____ | _____ | Notice of preconstruction conference to: |
| _____ | _____ | Contractor |
| _____ | _____ | Regional Highways and Local Programs Engineer |
| _____ | _____ | Affected utility companies |
| _____ | _____ | Police department |
| _____ | _____ | Fire department |
| _____ | _____ | Hospital |
| _____ | _____ | Ambulance service |
| _____ | _____ | Post Office |
| _____ | _____ | Others _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

<u>Initials</u>	<u>Date or N/A</u>	
_____	_____	Preconstruction conference agenda prepared
_____	_____	Preconstruction conference held
		Minutes of meeting to:
_____		Contractor
_____		Subcontractors
_____		Regional 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
		<u>Construction Documentation (Chapter 52)</u>
_____	_____	“Record of Material Testing” received from WSDOT Materials Laboratory
_____	_____	Contractor provides copies of permits obtained from other agencies and/or property owners:
_____		Washington State Dept. of Wildlife/Fisheries-Hydraulic Permit
_____		Washington State Dept. of Ecology
_____		Irrigation Regionals
_____		Burlington Northern Railroad
_____		Union Pacific Railroad
_____		Air Pollution Control Authority
_____		_____
_____		_____
_____		_____
_____	_____	Temporary water pollution control plan approved
_____	_____	Agency requests updated ESA species listing every six months
_____	_____	Approved contractor’s progress schedule
_____	_____	Received railroad insurance from contractor
_____	_____	Construction diary started
_____	_____	Inspector’s diary started
_____	_____	“Certification of Materials Origin” received from contractor
_____	_____	Material source approval received
_____	_____	Plans for falsework and forms:
_____		Received from contractor
_____		Approved by agency

21.1 General Discussion

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

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

21.2 Procedure for Submitting the Planning/TDM Application Package

Planning and transportation demand management (TDM) projects funded with STP and CM/AQ funds will be administered by Highways and Local Programs. These projects will require the Planning/TDM Prospectus.

An original Local Agency Agreement signed by the approving authority must be submitted by the local agency to the Regional Highways and Local Programs Engineer. This agreement form will be retained by WSDOT. It is the responsibility of the local agency to submit an additional agreement form or a copy if they need an executed agreement for their files.

Olympia Service Center Highways and Local Programs will request funding from FHWA/FTA. After FHWA/FTA authorizes and signs the PR1, Olympia Service Center Highways and Local Programs will set up the work order and notify the agency to proceed.

21.3 Procedure for Compiling the Project Application Package

Local agencies must submit the following to the Regional Highways and Local Programs Engineer:

- Prospectus Submittal Checklist.
- Original and one copy of the completed Project Prospectus.
- Original and one copy of the Local Agency Agreement signed by the approving authority (Chapter 22).
- Supporting data listed in the Project Application Checklist (Appendix 21.41).

- Original and one copy of the Environmental Classification Summary Form (Chapter 24).

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

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

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

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

21.4 Appendixes

- 21.41 Prospectus Submittal Checklist
- 21.42 Instructions for Project Application Transmittal Items
- 21.43 Instructions for Completing Project Prospectus
- 21.44 List of County Code Numbers and WSDOT Region Numbers
- 21.45 List of City Code Numbers
- 21.46 List of Urban Area Numbers
- 21.47 Local Agency Federal Aid Project Prospectus
- 21.48 Statewide Legislative Districts
- 21.49 Puget Sound Legislative Districts
- 21.50 Washington State Congressional Districts

Forms

Federal Aid Planning/TDM Project Prospectus

Date	Form is filled out.																		
Local Agency Project Number	Limited to eight (8) alpha/numeric characters that your agency identifies.																		
Federal Employer Tax ID Number	Required. Indicate the agency's tax identification number.																		
Agency	Required. This is your agency's name.																		
Federal Program Title	Enter the program number or title from the following list: 20.205 Highway Planning and Construction 20.209 Public Land Highways Most local agency projects are 20.205.																		
Project Title	Write the project's title, as shown in TIP/STIP.																		
Project Latitude and Longitude	Enter the project start and end latitude and longitude in the format below: Latitude N XX-XX-XX.XX Longitude W XXX-XX-XX.XX																		
Project Termini	Indicate the beginning and ending limits of the section to be improved. For railway/highway grade crossing projects, show the name of the railroad involved. For intersection projects write the name of the crossroad.																		
From: To:	Indicate MP to MP or KP to KP.																		
Length of Project	Project's length in miles or kilometers.																		
Award Type	Mark the appropriate type.																		
Federal Agency	Indicate where the federal funds are coming from FHWA, etc.																		
City Number	For a city project, write the city number from Appendix 21.45.																		
County Number	Write your county number from Appendix 21.44.																		
County Name	Write the county the project is in.																		
WSDOT Region	Locate your WSDOT region number from Appendix 21.44 or 21.45.																		
Congressional District	Indicate the number of the congressional district or districts in which this project is located. <u>See Appendix 21.50.</u>																		
Legislative District	Indicate legislative district(s). <u>See Appendix 21.48 or 21.49.</u>																		
Urban Area Number	For projects inside urban areas, locate the appropriate urban area number from Appendix 21.46.																		
TMA/MPO/RTPO	For projects inside urban areas (population greater than 50,000), give the code which represents the MPO for your area. <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Code</td> <td>MPO</td> </tr> <tr> <td>BFCG</td> <td>Benton-Franklin Council of Governments</td> </tr> <tr> <td>RTC</td> <td>Regional Transportation Council</td> </tr> <tr> <td>PSRC</td> <td>Puget Sound Regional Council</td> </tr> <tr> <td>SRTC</td> <td>Spokane Regional Transportation Council</td> </tr> <tr> <td>YVCOG</td> <td>Yakima Valley Conference of Governments</td> </tr> <tr> <td>TRPC</td> <td>Thurston Regional Planning Council</td> </tr> <tr> <td>WCCOG</td> <td>Whatcom County Council of Governments</td> </tr> <tr> <td>CWCOG</td> <td>Cowlitz-Wahkiakum Council of Governments</td> </tr> </table>	Code	MPO	BFCG	Benton-Franklin Council of Governments	RTC	Regional Transportation Council	PSRC	Puget Sound Regional Council	SRTC	Spokane Regional Transportation Council	YVCOG	Yakima Valley Conference of Governments	TRPC	Thurston Regional Planning Council	WCCOG	Whatcom County Council of Governments	CWCOG	Cowlitz-Wahkiakum Council of Governments
Code	MPO																		
BFCG	Benton-Franklin Council of Governments																		
RTC	Regional Transportation Council																		
PSRC	Puget Sound Regional Council																		
SRTC	Spokane Regional Transportation Council																		
YVCOG	Yakima Valley Conference of Governments																		
TRPC	Thurston Regional Planning Council																		
WCCOG	Whatcom County Council of Governments																		
CWCOG	Cowlitz-Wahkiakum Council of Governments																		
Total Estimated Cost	Required for each phase of the project; estimate to the nearest hundred dollars.																		
Local Agency Funding	Required for each phase of the project; estimate to the nearest hundred dollars.																		
Federal Funds	Required for each phase of the project; estimate to the nearest hundred dollars.																		
Phase Start Date	Enter the month and year which expenditure for the phase will begin.																		

Description of Existing Facility

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

Description of Proposed Work

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

Design Approval

On all federal aid transportation projects, agencies should place location and design report in the project file before requesting approval to acquire right-of-way or the preparation of the PS&E.

A project design cannot be approved before the environmental considerations have been approved by FHWA.

In most cases, the Project Prospectus serves as the location and design report.

A CA agency Professional Engineer with the appropriate approval authority signs and dates the form, indicating design approval.

A Non-CA agency will send the form to their respective Region Local Programs Engineer for design approval.

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

Geometric Design Data

Refer to design report data and/or Chapter 42.

Accidents

Enter the required accident information in the appropriate blanks according to the following definitions.

There are three categories of accidents differentiated by increasing degrees of severity — property damage, injury, and fatal. An accident, irrespective of the number of vehicles involved or the number of persons killed or injured, is entered as one accident and defined as follows:

- a. Property Damage Accident: If there is damage to one or more vehicles or property, with no injuries and no fatalities, this equals one property damage accident.
- b. Injury Accident: If one or more persons are injured, regardless of property damage, this equals one injury accident.
- c. Fatal Accident: If one or more persons are killed regardless of property damage, this equals one fatal accident.

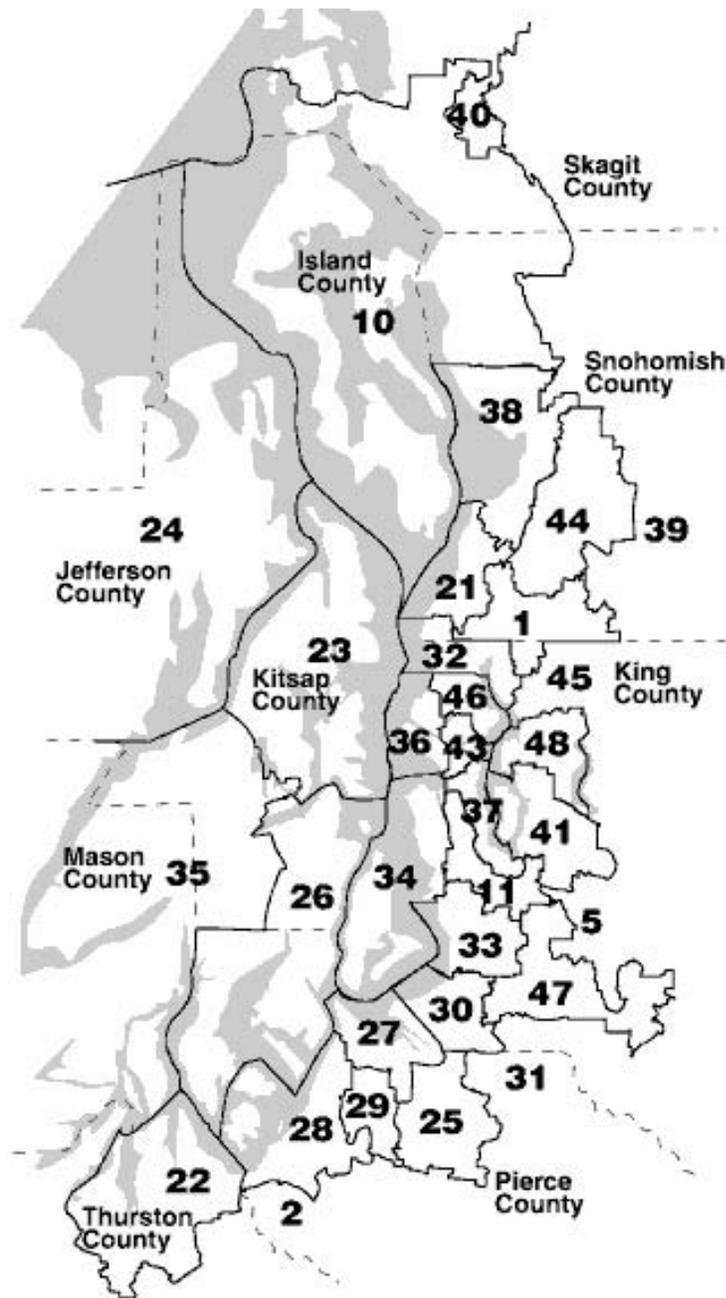
Examples:

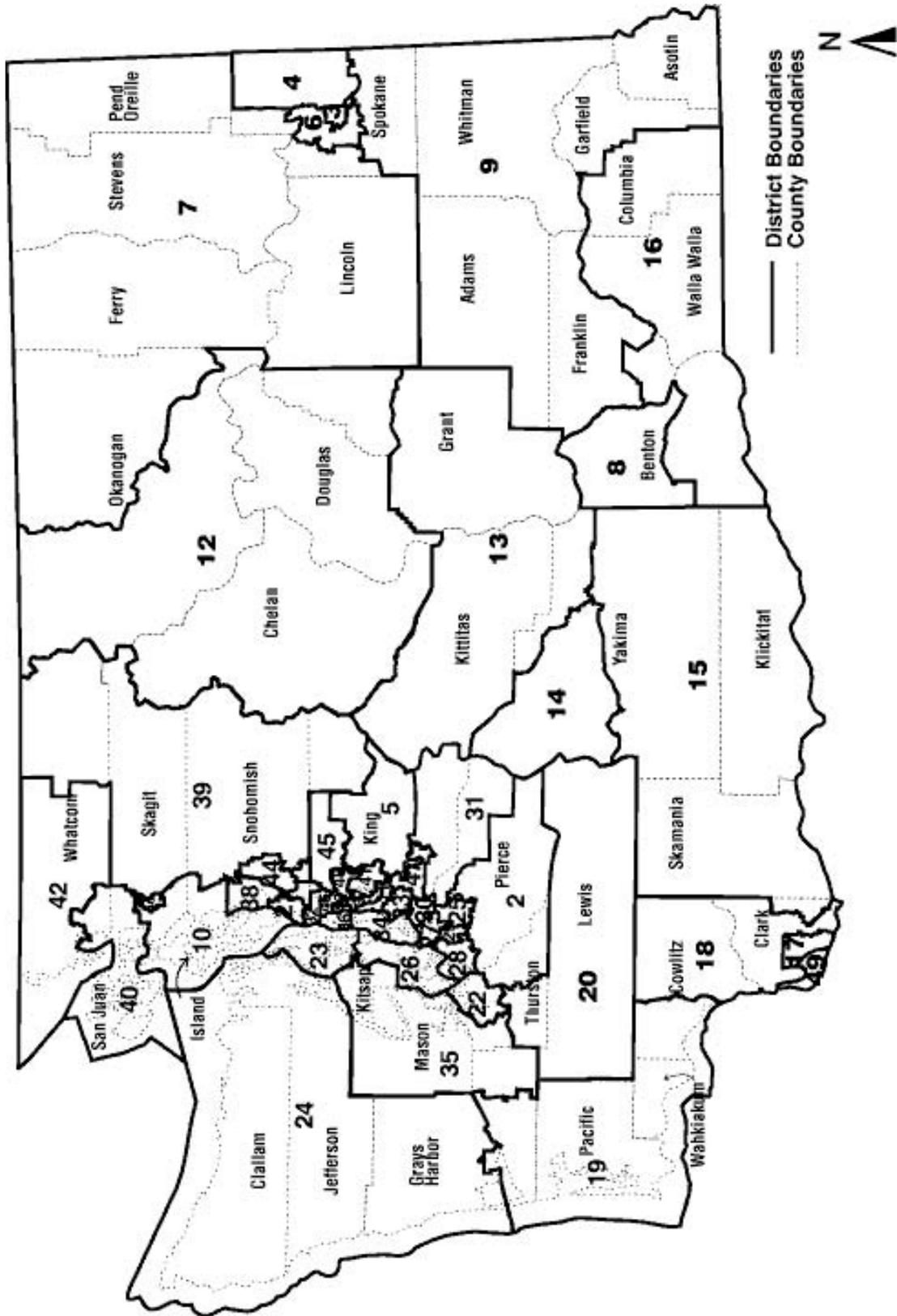
1. Vehicle leaves roadway and hits utility pole, but driver is not hurt.
Category: Property Damage Acc.
2. Vehicle slows on roadway, is hit from behind and pushed into vehicle ahead. Two persons are injured.
Category: Injury Accident (two persons injured)

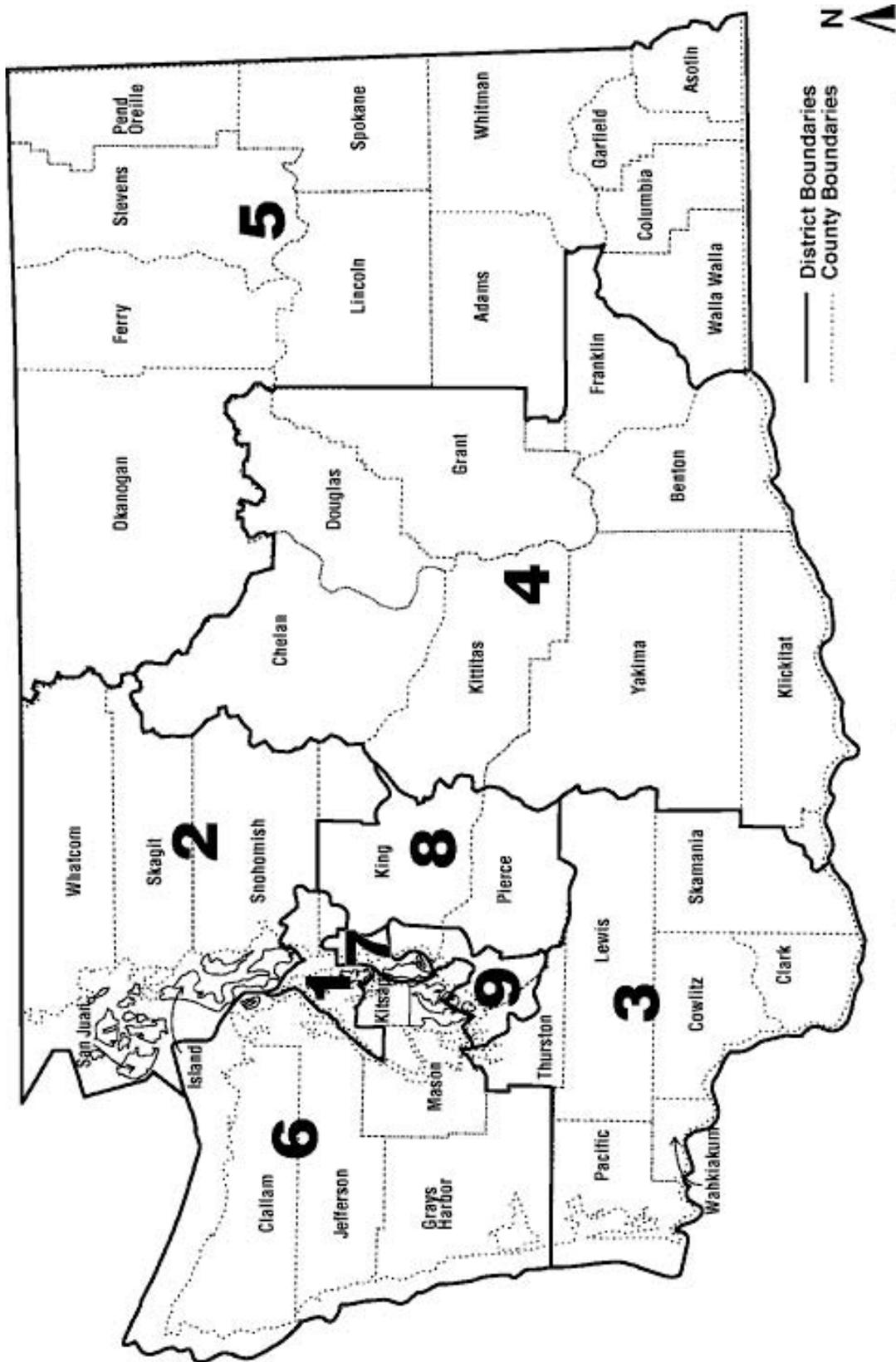
<u>Place Name</u>	<u>County Code Number</u>	<u>WSDOT Region</u>	<u>City Code Number</u>	<u>Place Name</u>	<u>County Code Number</u>	<u>WSDOT Region</u>	<u>City Code Number</u>
Hamilton	29	NW	0535	Metaline	26	EAST	0770
Harrah	39	SC	0540	Metaline Falls	26	EAST	0775
Harrington	22	EAST	0545	Mill Creek	31	NW	0778
Hartline	13	NC	0550	Millwood	32	EAST	0780
Hatton	01	EAST	0555	Milton	17,27	OLY	0785
Hoquiam	14	OLY	0560	Monroe	31	NW	0790
Hunts Point	17	NW	0570	Montesano	14	OLY	0795
				Morton	21	SW	0800
Ilwaco	25	SW	0575	Moses Lake	13	NC	0805
Index	31	NW	0580	Mossyrock	21	SW	0810
Ione	26	EAST	0585	Mount Vernon	29	NW	0820
Issaquah	17	NW	0590	Mountlake Terrace	31	NW	0815
				Moxee City	39	SC	0825
Kahlotus	11	SC	0595	Mukilteo	31	NW	0830
Kalama	08	SW	0600				
Kelso	08	SW	0605	Naches	39	SC	0835
Kenmore	17	NW	0609	Napavine	21	SW	0840
Kennewick	03	SC	0610	Nespelem	24	NC	0855
Kent	17	NW	0615	New Castle	17	NW	0858
Kettle Falls	33	EAST	0620	Newport	26	EAST	0860
Kirkland	17	NW	0625	Newport Hills	17	NW	0863
Kittitas	19	SC	0630	Nooksack	37	NW	0865
Krupp	13	NC	0635	Normandy Park	17	NW	0870
				North Bend	17	NW	0875
La Center	06	SW	0640	North Bonneville	30	SW	0880
La Conner	29	NW	0650	Northport	33	EAST	0885
La Crosse	38	EAST	0655				
Lacey	34	OLY	0643	Oak Harbor	15	NW	0895
Lake Forest Park	17	NW	0658	Oakesdale	38	EAST	0890
Lake Stevens	31	NW	0660	Oakville	14	OLY	0900
Lakewood	27	OLY	0665	Ocean Shores	14	OLY	0907
Lamont	38	EAST	0668	Odessa	22	EAST	0910
Langley	15	NW	0670	Okanogan	24	NC	0915
Latah	32	EAST	0675	Olympia	34	OLY	0920
Leavenworth	04	NC	0680	Omak	24	NC	0925
Lind	01	EAST	0685	Oroville	24	NC	0935
Long Beach	25	SW	0690	Orting	27	OLY	0940
Longview	08	SW	0695	Othello	01	NC	0945
Lyman	29	NW	0705				
Lynden	37	NW	0710	Pacific	17	NW	0950
Lynnwood	31	NW	0715	Palouse	38	EAST	0955
				Pasco	11	SC	0960
Mabton	39	SC	0725	Pateros	24	NC	0970
Malden	38	EAST	0730	PeEll	21	SW	0975
Mansfield	09	NC	0735	Pomeroy	12	SC	0985
Maple Valley	17	NW	0739	Port Angeles	05	OLY	0990
Marcus	33	EAST	0740	Port Orchard	18	OLY	1000
Marysville	31	NW	0745	Port Townsend	16	OLY	1005
Mattawa	13	NC	0750	Poulsbo	18	OLY	1010
McCleary	34	OLY	0720	Prescott	36	SC	1015
Medical Lake	32	EAST	0755	Prosser	03	SC	1020
Medina	17	NW	0760	Pullman	38	EAST	1025
Mercer Island	17	NW	0757	Puyallup	27	OLY	1030
Mesa	11	SC	0765				

General Project Development
Appendix 21.45 List of City Code Numbers

<u>Place Name</u>	<u>Code Number</u>	<u>WSDOT Region</u>	<u>City Code Number</u>	<u>Place Name</u>	<u>County Code Number</u>	<u>WSDOT Region</u>	<u>City Code Number</u>
Quincy	13	NC	1040	Tacoma	27	OLY	1280
Rainier	34	OLY	1050	Tekoa	38	EAST	1285
Raymond	25	SW	1055	Tenino	34	OLY	1290
Rear dan	22	EAST	1060	Tieton	39	SC	1295
Redmond	17	NW	1065	Toledo	21	SW	1300
Renton	17	NW	1070	Tonasket	24	NC	1305
Republic	10	EAST	1075	Toppenish	39	SC	1310
Richland	03	SC	1080	Tukwila	17	NW	1320
Ridgefield	06	SW	1085	Tumwater	34	OLY	1325
Ritzville	01	EAST	1090	Twisp	24	NC	1330
Riverside	24	NC	1095	Union Gap	39	SC	1335
Rock Island	09	NC	1105	Uniontown	38	EAST	1340
Rockford	32	EAST	1100	University Place	27	OLY	1343
Rosalia	38	EAST	1115	Vader	21	SW	1345
Roslyn	19	SC	1120	Vancouver	06	SW	1350
Roy	27	OLY	1125	Waitsburg	36	SC	1360
Royal City	13	NC	1127	Walla Walla	36	SC	1365
Ruston	27	OLY	1130	Wapato	39	SC	1375
St. John	38	EAST	1135	Warden	13	NC	1380
Sammammish	17	NW	1136	Washougal	06	SW	1385
SeaTac	17	NW	1139	Washtucna	01	EAST	1390
Seattle	17	NW	1140	Waterville	09	NC	1395
Sedro Woolley	29	NW	1150	Waverly	32	EAST	1400
Selah	39	SC	1155	Wenatchee	04	NC	1405
Sequim	05	OLY	1160	West Richland	03	SC	1425
Shelton	23	OLY	1165	Westport	14	OLY	1420
Shoreline	17	NW	1169	White Salmon	20	SW	1435
Skykomish	17	NW	1175	Wilbur	22	EAST	1440
Snohomish	31	NW	1180	Wilkesson	27	OLY	1445
Snoqualmie	17	NW	1185	Wilson Creek	13	NC	1450
Soap Lake	13	NC	1190	Winlock	21	SW	1455
South Bend	25	SW	1195	Winslow	18	OLY	1460
South Cle Elum	19	SC	1205	Winthrop	24	NC	1465
South Prairie	27	OLY	1210	Woodinville	17	NW	1468
Spangle	32	EAST	1215	Woodland	08	SW	1470
Spokane	32	EAST	1220	Woodway	31	NW	1475
Spokane Valley	32	EAST	1223	Yacolt	06	SW	1480
Sprague	22	EAST	1225	Yakima	39	SC	1485
Springdale	33	EAST	1230	Yarrow Point	17	NW	1490
Stanwood	31	NW	1235	Yelm	34	OLY	1495
Starbuck	07	SC	1240	Zillah	39	SC	1500
Steilacoom	27	OLY	1245				
Stevenson	30	SW	1250				
Sultan	31	NW	1255				
Sumas	37	NW	1265				
Sumner	27	OLY	1270				
Sunnyside	39	SC	1275				









<p>Government Agreement For Aid</p> <p>Work by State - Actual Cost</p>	Organization and Address
Agreement Number	Federal Employers I.D. Number
Region	Land Acquisition, Relocation, and Related Services (For Highway, Road, and Street Purposes Only)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter the "DEPARTMENT" and the above named organization, hereinafter the "AGENCY".

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and

WHEREAS, the AGENCY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and

WHEREAS, the DEPARTMENT has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the REGULATIONS and is empowered to provide such services to other governmental agencies pursuant to RCW 47.28.140; and

WHEREAS, the AGENCY, assures the DEPARTMENT that the AGENCY's requests for services under this AGREEMENT will not result from bidding, negotiation, or other competition involving private enterprise; and

WHEREAS, the AGENCY may desire to obtain such services from the DEPARTMENT and the DEPARTMENT is willing to furnish such services to the AGENCY, and both deem it in the interest of the public to enter into this AGREEMENT;

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties;

WHEREAS, the AGENCY shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing expedient, fair, equitable, and uniform treatment of landowners and persons to be displaced by proposed land acquisition projects and pursuant to RCW 8.26.095, the parties hereto agree as follows:

**I
GENERAL**

- A. The DEPARTMENT shall, to its maximum ability, provide the AGENCY with impact study, appraisal, appraisal review, acquisition, relocation assistance, or property management services described hereinafter, all in accordance with the appropriate elements of the department's operating requirements set forth in the departmental publication M26-01 (HW), Right of Way Manual, except where specific operating requirements are otherwise described herein. All such requirements shall conform to the REGULATIONS. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the department shall have priority over any work performed under this AGREEMENT or any Task Assignment. The work performed under this AGREEMENT and the associated Task Assignments shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the AGENCY. The DEPARTMENT shall promptly notify the AGENCY of any hardship or other inability to perform under this AGREEMENT including postponement of the agency's work due to priority given to the department's work.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.

- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task Assignment. The AGENCY shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the DEPARTMENT does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the AGENCY. The AGENCY may withhold acceptance of work by submitting written notification to the DEPARTMENT within a 90-day period. This notification shall include the reasons for withholding acceptance.

II WORK ASSIGNMENT/REQUEST

- A. Specific assignments shall be made in the form of a written Task Assignment to the DEPARTMENT by the AGENCY and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. AGENCY approval is required for budget and schedule changes. The agreed upon budget will include estimated DEPARTMENT staff and related costs in addition to applicable acquisition/relocation cost estimates. The AGENCY shall make such assignments before any negotiations for property acquisition and before any discussion of price with the property owner, when required by the REGULATIONS.
- B. The AGENCY shall furnish the DEPARTMENT with all information that has been compiled by or is available to the AGENCY concerning the property to be affected by each particular project. Such information shall include, but not be limited to, copies of approved right of way plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions; a list identifying each property affected by the project by parcel number; a tabulation of improvements on each property; the geographical location and boundaries of each property; and a description of how the project affects each property.
- C. The DEPARTMENT shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the AGENCY and shall furnish all information necessary to the conduct of a land acquisition program.
- D. The DEPARTMENT will at its discretion and upon written request from the AGENCY furnish the following as required:

Impact Studies: Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

Appraisal: Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the AGENCY for court preparation and testimony will be a separate Task Assignment under this AGREEMENT and shall be submitted to the DEPARTMENT in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

Appraisal Review: Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the AGENCY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The AGENCY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the DEPARTMENT by the AGENCY.

Acquisition: Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS and the AGENCY's condemnation authority, including the AGENCY's authority to acquire limited access where applicable. The DEPARTMENT shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:

1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).

Each request by the AGENCY shall specify the name of the grantee in whose name the property is to be conveyed. The DEPARTMENT shall provide the AGENCY with deeds to all property acquired and, wherever possible, instruments to clear encumbrances of title from those deeds. The DEPARTMENT will provide information leading to clearing of encumbrances that the DEPARTMENT cannot clear without legal action. Upon completion of a review of each acquisition by the DEPARTMENT's Title Section, all instruments and materials pertaining thereto will be provided to the AGENCY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the AGENCY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a

property owner to make a decision, the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, submit to the AGENCY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the AGENCY.

Relocation Assistance: Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation payment claims presented by displacees will be processed by the DEPARTMENT, but the actual disbursement of monies shall be made by the AGENCY. As may be assigned by the AGENCY, the DEPARTMENT will respond to and assist the AGENCY with an appeal as to relocation assistance benefits filed by an aggrieved displacee; however, the AGENCY shall remain responsible for any appointment of a hearings officer, conducting hearings, maintaining records thereof, and rendering of the final decision of the AGENCY.

Property Management: Effective management of agency- controlled properties will be provided in the name of the AGENCY in conformity with departmental operating requirements.

- E. At the completion of the Task Assignment, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

**III
PAYMENT**

The DEPARTMENT shall be paid by the AGENCY for completed work and for services rendered under this AGREEMENT and associated Task Assignments as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and incidentals necessary to complete the work. The DEPARTMENT acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The DEPARTMENT shall be reimbursed in full by the AGENCY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.
- B. Partial payments will be made by the AGENCY within 30 days of receipt of the billings from the DEPARTMENT. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the DEPARTMENT shall be paid by the AGENCY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the AGENCY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the AGENCY.
- D. Final payment of any balance due the DEPARTMENT of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the DEPARTMENT and certification thereof to the AGENCY.

**IV
LEGAL RELATIONS**

- A. **INDEMNIFICATION:** Each of the parties to this AGREEMENT shall protect, defend, indemnify and save harmless the other party from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorney's fees, arising out of or related to the terms, covenants or conditions of this AGREEMENT and such parties' performance or failure to perform any aspect of this AGREEMENT; provided, however, that if the claims or suits are caused by or result from the concurrent negligence of (a) the AGENCY, its agents or employees, and (b) the DEPARTMENT, its agents or employees, including those actions covered by RCW 4.24.115, the obligations shall be valid and enforceable only to the extent of the parties' negligence; and provided further, that nothing herein shall require either party to hold harmless or defend the other party from any claim arising from the sole negligence of the other party.

B. DISPUTE RESOLUTION:

1. The AGENCY and the DEPARTMENT shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

AGENCY	DEPARTMENT
Name/Title _____	Region Real Estate Services Manager _____
Address _____	_____

3. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute.

AGENCY

DEPARTMENT

Name/Title _____

Director, Real Estate Services _____

Address _____

PO Box 47338, Olympia, WA 98504-7388 _____

The AGENCY and the DEPARTMENT agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

C. VENUE: In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

V

NONDISCRIMINATION

The DEPARTMENT shall comply with Chapter 49.60 RCW and with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq. With respect to the work to be performed by the DEPARTMENT during the contract, the DEPARTMENT shall not discriminate on the grounds of race, color, sex, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

VI

COMMENCEMENT AND TERMINATION OF AGREEMENT

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The DEPARTMENT may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the AGENCY with or without cause. The AGENCY may terminate this AGREEMENT or Task Assignment at any time provided that the AGENCY reimburses the DEPARTMENT for all direct and indirect costs incurred to date. This AGREEMENT shall terminate five years from the date of execution hereof unless otherwise terminated or unless extended in writing signed by both parties. Upon termination of this AGREEMENT, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Title: Region Real Estate Services Manager

Date: _____

Date: _____

Approved as to Form

Approved as to Form

Agency Attorney

By Bryce Brown
Assistant Attorney General

Date

May, 2003
Date

To be eligible for the reimbursement of Federal Highway Administration (FHWA) funds for payments to a consultant, the procedures in this chapter shall be followed. If a local agency elects to retain the consultant at its' own cost, only state law must be followed.

31.1 General Discussion

This chapter covers those agreements for architects, landscape architects, land surveying, and engineering services outlined in RCW 39.80. The definitions of the four professions above are described in RCW Chapters 18.08, 18.43, or 18.96.

Services such as long range planning and studies, economic analysis, and environmental and biological assessments may also be provided by professionals outside these fields.

Consultant services include the following:

- Professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement.
- Any phase of project development as well as special studies or other assignments within any phase.
- Periodic examination and consultation or full-time technical inspection during the construction phase.
- Consultant design and preparation of plans, specifications, and estimates is common when an agency's staff is small or when an agency needs additional expertise.

Prohibitions include:

- FHWA regulations prohibit consultants serving in a management role for agreements in excess of \$10,000.
- Consultant services do not include purchased services provided by a vendor to accomplish routine, continuing, and necessary services.
- Section 319 of Public Law 101-121 prohibits federal funds from being expended by consultants or subconsultants who receive a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with awarding any of the above.

31.2 Advertisement/Solicitation

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

Consultants may be solicited for: (1) a specific project; (2) a specific stage of a project (i.e., Design Report); (3) general engineering services (i.e., supporting services of an agency's staff in studies, design, etc.); (4) for more than one project (i.e., several small bridge design projects) or multiple phases of a single project or (5) for a combination of the above.

State law (RCW 39.80) requires that each agency must advertise that agency's requirement for architectural services, land surveying services, or engineering services. An agency can comply with this requirement by:

- Publishing an announcement on each occasion when professional consultant services are required by the agency (mandatory for projects exceeding \$100,000 — optional for specific projects less than \$100,000);
- Announcing generally to the public projected requirements for any category or type of professional services. A "small works" roster to address typical duties or needs (small works are projects less than \$100,000) may be established through means of an annual advertisement to avoid the need for individual solicitations.

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

These advertisements may be supplemented by additional advertisements in special interest publications such as the *Daily Journal of Commerce*, trade magazines or publications utilized by disadvantaged business enterprises. Local agencies are encouraged to ask consultants to annually submit a current statement of qualifications and performance data. This information can be used along with that submitted by other firms that respond to the agency's solicitations for small works.

.21 Advertisement Content. The advertisement should contain the following (see Appendix 31.81 for a sample advertisement):

- A project title, estimated project cost, and estimated start and end dates;
- The general scope and nature of the project or work for which services are required and the address of a representative of the agency who can provide further details;
- Solicitations of qualification statements must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required;

- Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated. This may include but is not limited to key personnel, firm experience, ability to meet schedule, past performance, in-house expertise, familiarity with WSDOT/ FHWA standards, and DBE approach and commitment;
- For engineering and design related services, specific project cost estimates shall not be requested until a consultant has been selected;
- Nonengineering service applicants should be asked provide estimates for the man-hours and classifications needed to complete the project.
- In the event that a project covers two or more distinct phases, the agency is not obligated to utilize the original consultant for subsequent phases. If the agency desires this option, the advertisement must state the possibility of a multi-phase agreement at the discretion of the contracting agency;
- All prospective consultants must be advised that Federally funded projects will be held to Federal EEO requirements;
- ADA and Civil Rights language for the employing agency;
- Due date for responses and publication dates;

31.3 Pre-Award Audits

The intent of an audit is to validate financial information supplied by a consultant in a cost proposal. Pre-negotiation audits provide the necessary data to assure that the consultant has an acceptable accounting system and internal control policies, has sufficient resources to complete the work on time, has adequate and proper justification for the various rates charged to perform work, and is aware of FHWA's cost eligibility and documentation requirements. In the event that a project must begin before an audit can be completed, provisional wages based on industry standards may be paid through completion of the audit with wage adjustments made in a supplemental agreement.

Federal regulations require the following:

- Audit evaluation prior to negotiation of proposals for which the total costs exceed or are expected to exceed \$250,000.
- Audit evaluation of proposals of less than \$250,000 when there is inadequate knowledge concerning the prospective consultant's accounting policies, cost systems, and/or previous unfavorable experience or as requested by WSDOT or FHWA.

An audit conducted by another government agency will satisfy this requirement if the audit criteria used by the other agency conforms with 48 CFR 31. An audit conducted by a private accounting firm must be reviewed and accepted

by WSDOT before being accepted for use in an agreement. The Local Agency Agreement should anticipate a charge averaging \$5,000 for these audit costs. WSDOT and/or FHWA may at their discretion require a final audit for any project exceeding \$100,000.

31.4 Consultant Selection Process

The local agency shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be selected based upon the qualifications they present. For engineering and design related services, fees for services can not be considered during the selection process. For more guidance, refer to the Municipal Research and Services Center (MRSC) of Washington guide, "Contracting for Professional Services in Washington State," informational bulletin number 485.

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

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

.41 Exceptions to the competitive process used for consultant selection:

1. Sole Source. The consultant provides professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The local agency must provide the Region Local Programs Engineer written justification for selecting this option based upon either uniqueness of the service or sole consultant availability at the location required; include an estimate of cost savings (as applicable). **Written approval from the Region Local Programs Engineer must be received prior to agreement execution.**

The Region Local Programs Engineer has sole source approval authority for the following situations:

- An original agreement inadvertently expired and the work is not completed.

Or

- An original agreement has expired and it is discovered that additional work is needed such as:
 - A project requires additional geotech work from the firm that was originally used.
 - A design consultant is to be used in a construction advisory role and the project was advertised with this option.

And in any case:

The cost of the new supplement or agreement does not exceed fifty percent of the original agreement amount or \$100,000 whichever is lesser.

All other sole source requests must have written H&LP approval.

2. Subsequent Phasing. Selection of a consultant to perform subsequent project phases may only occur if this option was advertised originally (i.e., Phase 1 P&E, Phase 2 Construction).
3. Emergency. To address a set of unforeseen circumstances beyond the agency's control which present a real, immediate threat to the proper performance of essential functions or may result in the material loss or damage to property, bodily injury or loss of life if immediate action is not taken (consult LAG Manual, Chapter 33).
4. Contract Amendments. Amendments which do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.

42. Documentation of Selection. Following consultant selection, the local agency shall retain the following documentation in the project file:

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

The local agency will notify the consultant of their selection in writing and meet with the consultant to reach a complete and mutual understanding of the scope of services. The local agency should include key people with appropriate technical expertise within the agency to ensure that their concerns are addressed. The following are typically discussed while developing an agreed upon scope of services:

1. A list of meetings the consultant is expected to attend, key personnel and expected location of the meetings;

2. The anticipated design schedule — the local agency shall designate the basic premises and list criteria to be used in design development;
3. Any special services required;
4. Complexity of the design;
5. Safety and operational considerations;
6. Environmental considerations;
7. Survey and geotechnical testing requirements;
8. Inspection services during construction;
9. Quality control during construction;
10. Preparation of forms, letters and documents;
11. Property map preparation.

.43 Actions Following Receipt of Consultant's Proposal.

Agency responsibilities include:

- Compare the consultant's proposal with the agency's own estimate, examining the scope of work, work hours, and estimate of cost (see Independent Estimate for Consulting Services, Form DOT 140-012 EF).
- Ensure the consultant has divided the project into work units and related time units in such a manner that the estimate can be readily reviewed for work hours, rates of pay, overhead, profit, and itemized direct nonsalary costs.
- Request records to confirm the consultant's rates.
- Record and retain an explanation of differences in work hours or costs between the agency's independent estimate and the negotiated consultant fee. Non-CA agencies must have the differences reviewed by WSDOT.
- Negotiate an agreement with the consultant selected and retain a record of these negotiations (see Appendix 31.82). Negotiations may include the following:
 1. The agency negotiator and the consultant meet or by telephone go over any significant areas of discrepancy between the agency estimate and consultant proposal. Either the consultant satisfactorily explains differences or agrees to address concerns in a revised proposal.
 2. The agency reviews revised proposals and revises their detailed cost analysis accordingly. Steps 1 and 2 are repeated, if required.
 3. The consultant submits a final fee proposal.
- Provide a final offer in writing. The basis for establishing a maximum amount payable is documented.

- If unresolvable differences exist between the consultant and local agency, the agency notifies the consultant in writing and proceeds to select the next highest rated consultant. Negotiation steps and records will be repeated with the alternate consultant selected.
- .44 Multi-Phase Projects.** In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the agreement should cover only the first phase. The agency is not obligated to use the same consultant firm for all phases. Separate consultant agreements may be considered for preliminary engineering and construction engineering. The agreement for preliminary engineering should state that the consultant may be considered for construction provided this option was identified in the advertised solicitation. The consultant's engagement to complete subsequent phases depends upon the consultant's satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s).
- .45 Environmental Assessment /Environmental Impact Statement / Environmental Classification Summary.** The first agreement would include preliminary engineering through final approval of the environmental documents. Preparation of the PS&E could be under a separate agreement, with continuation of the original consultant at the option of the agency, provided this was stated in the original advertisement.
- .46 Non-CA Agencies.** If the agency is not approved for CA, the request for use of consultants shall be submitted with the draft consultant agreement to the Regional Local Programs Engineer for approval prior to agreement execution. The request shall include the information requested in Appendix 31.83.
- .47 Payment Options.** The following are acceptable methods of payment for FHWA funded projects. Refer to the Standard Agreement Exhibits for further guidance and required forms:
- a. **Lump Sum.** This method of compensation is not acceptable for construction administration agreements and is only appropriate where the scope of work (quantity and type) can be clearly defined in advance. **Scope of work changes are not allowed with this type of payment.** Lump sum payment is generally used for investigations, studies, and basic services on design projects. Examples include design reports, plans specifications and estimates (PS&E) and preparation of operating, maintenance, or training manuals. A qualified representative for the agency must prepare, date and sign an estimate detailing the hours required for each type of work as well as the hourly rate.
 - b. **Cost Per Unit of Work.** This method of compensation is used when the unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. Examples include soils investigation where costs are based on per foot of drilling, installation of observation wells, soil testing, structural foundation analysis and reports, expert witness testimony, and construction agreement administration.
 - c. **Actual Costs Plus a Fixed Fee.** This method of compensation is used when the extent, scope, complexity, character, or duration of the work cannot be reasonably determined in advance. Examples include preparation of environmental documents, project design documents, and PS&E for large or complex projects, including major bridges. The consultant is reimbursed for all eligible direct and indirect costs within defined limits plus a predetermined amount as a fixed fee. The costs are determined by:
 - Salaries of employees with time directly chargeable to the project and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement. Actual rates of pay for principals actively involved in the project will be included in each agreement.
 - Direct nonsalary costs incurred in fulfilling the terms of the agreement. Travel expenses will be limited to the maximum allowed by WSDOT Directive D 13-50.
 - The consultant's overhead or indirect costs properly allocable to the project. A break out of overhead items will be included in each agreement. Contact your Regional Local Programs Engineer for maximum allowable overhead or fixed fee rates.
 - Management reserve funds are an agency option and are to address overruns of direct salary and overhead costs that might occur under the existing scope of work.

The fixed fee is derived by considering the financial and professional investments required of the consultant; the extent, scope, complexity, character, and duration of the services; the degree of responsibility to be assumed by the consultant; and other factors contemplated at the time of the negotiations. These shall be documented for reference in case it becomes necessary to adjust the amount of the fixed fee. Maximum allowable fee rates are reserved for the most difficult, complex and risky projects.

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

- d. **Specific Rates of Pay.** This method is based upon specific rates of pay for each class of employee and is appropriate for relatively minor items of work of indeterminable extent. This method requires constant and direct control of the time and class of employees used by the consultant. Examples include certain types of soils investigations, planting inspections, bridge inspections, expert witness testimony, training presentations, construction inspections, supplementing agency staff on small design projects or studies, and “on-call services.” The rate of pay may be established through one of two processes:
1. Negotiated hourly rate agreements establish the rate of pay through an audit of the consultant before work begins.
 2. Provisional hourly rate agreements use the hourly rate determined from an audit of the consultant’s last completed fiscal year or based on industry standards if an audit has not been completed. Provisional rates are established at the beginning of the project and are used until the results of the new audit are known. The provisional rates are then retroactively adjusted to reflect the rate established from the new audit.
- e. **Task Order Agreements.** This type of agreement is used with Negotiated and Provisional Hourly Rate methods of payment. Each item of work is listed by task assignment in the scope of work and each assignment is individually negotiated with the consultant. The maximum amount established for each assignment is the maximum amount payable for that assignment unless modified in writing by the local agency.

While a regular negotiated hourly rate agreement is for a specific project, a single task order agreement can be used for a series of projects. Once the agreement is established, each time the consultant’s services are needed a formal task assignment document is completed that describes the work, location, maximum amount payable, and completion date for the task. The agreement does not have to be renegotiated for each new task, therefore saving time. An example of a task order agreement would be one for performing construction inspection over a two-year period.

.48 Profit, Overhead, and Subconsultants. Mark-ups will not be allowed on subconsultants. The maximum reserve fund for the consultant can be \$50,000 or 10 percent of the agreement, whichever is less. Overhead and profit is **no longer limited to 165 percent.**

An acceptable profit range varies from 17 percent to 35 percent of bare labor costs and is determined by the following:

- Degree of Risk.
- Nature of the work to be performed.
- Joint venture responsibility.
- Extent of the prime’s investment. (The prime should receive no less than 50 percent of the total contract cost.) Hours necessary to manage subconsultants should be written into the agreement.
- Travel necessary for the consultant and its’ subconsultants.
- Other criteria such as bonuses and B & O taxes eliminated from the overhead.
- Audit findings will need to verify the overhead request.

The final agreement must specify the maximum amount payable. The basis for establishing the maximum amount should be documented and provisions should be made for adjustment to the maximum amount to accommodate changes in the work distribution or workload.

31.5 Standard Agreement and Exhibits

When the cost of consulting services is \$10,000 or more, local agencies must use the Standard Consultant Agreement (see Forms). Standard agreement forms are available from the Regional Local Programs Engineer. The standard agreement was developed to allow the local agency to select the appropriate exhibits and assemble them into a complete agreement package for all types of consulting work. The agreement completion date (expiration date) shall be established based on the project schedule. The agreement completion date establishes the last possible date the consultant may work and be paid for that work utilizing federal funds. Any work performed after expiration of the agreement will be considered non-federally participating. It is of the utmost importance that the agency monitor the project completion date and extend the date by supplemental agreement, if appropriate, prior to the completion date. No supplement to the agreement will be allowed after the agreement has expired. Local agencies should limit agreements to a duration of two years, unless the scope of the work requires the agreement to extend beyond two years.

.51 Exhibits. Exhibits for the Standard Agreement are provided. The various payment methods, require their own exhibits. Examples of types of work for each agreement payment type have already been discussed under Section 31.47, “Payment Options.” Most exhibits are common to any agreement, others require selection by the person creating the standard agreement.

31.6 Supplements to the Agreement

An agreement shall be supplemented in writing when work which falls outside the scope of the original agreement is requested, when supplemental language to the standard agreement is desired, or when there is a need for time extension or wage adjustment. This may be done by a supplemental agreement (see Forms).

The supplemental agreement should include:

1. A statement that the original agreement will be supplemented to add/change/amend conditions.
2. A scope of work described in sufficient detail to clearly outline what additional work the consultant is to do or what changes are authorized to the existing scope.
3. The mode of payment — i.e., cost-plus-fixed-fee, specified hourly rate, daily rate, and any indirect cost. (*Note:* Always include a maximum amount payable.) Section V of the original agreement should be reviewed prior to negotiating any supplements.
4. A specific time for beginning and completing the project in calendar days or day and month of the year.
5. A statement of whether subletting is authorized; if so, to whom, for what, and the amount payable.
6. A summary of the estimated costs of the original agreement plus those of the supplement(s).
7. Provisions that give both parties to the agreement the authority to act.
8. Upon completion of an audit, a supplemental agreement shall be written to establish negotiated rates: Those rates will be applicable (retroactively) to the first 12 months of the agreement (and thereafter unless renegotiated).

.61 Patent or Royalty Rights. Agreements that involve research, developmental, experimental, or demonstration work may require patent or royalty rights. In this case, the Standard Agreement should be supplemented by adding the appropriate language to account for this.

.62 Risk Management and Added Insurance Requirements. The agency may change Section XIII of the Standard Agreement to reduce the requirement for Consultant Professional Liability from One Million Dollars to the amount of the Agreement, whichever is the lessor. This should be done for work that involves minimal risk, such as studies. For many consultant firms, covering the one million dollar liability would be an added cost to their overhead or directly to the project.

In the event the agency determines that added liabilities or an insurance policy are warranted beyond the amount allowed in the Standard Agreement, they should negotiate this with the Consultant **after** all other Agreement provisions have been negotiated. This ensures that engineering qualifications, rather than the ability to obtain insurance is the criteria for selection.

The agency will determine the sufficiency of insurance normally provided in the consultant's overhead costs, and will identify the costs beyond that amount on Exhibit H. This exhibit is not needed if the standard agreement provisions are used. These costs will be considered direct project costs, and will not be billed to an FHWA funded project. In the event that Exhibit H is warranted, it should be sent with the risk analysis to the Regional Local Programs Engineer for approval who will forward it to Headquarters for FHWA review, prior to execution by the agency and consultant.

The agency risk analysis should show that the work warrants this added cost and that consideration has been given to less costly solutions, including assuming the risk, or insuring the risk outside of the agreement as an agency cost, or adding a third tier of engineering overview to check the work.

To calculate the risk requires an ability to judge the likely amount of a jury's award if liability is determined. A suggested method is to determine the number of comparative cases presently existing within this state and to develop the probabilities based upon historic awards.

31.7 Oversight of the Agreement and Project Closure

WSDOT will review the documentation on selected projects and monitor the consultant selection procedures used by the local agency. The degree of monitoring will be determined by WSDOT and will depend on the nature and character of each project. The local agency shall assign one of its personnel as project administrator to work with the consultant. The project administrator's responsibilities are to:

1. Prepare supplements to existing agreements for services beyond the scope of the original agreement and include the agency's independent estimate of the costs for the work involved;
2. Ensure that no work is done or costs incurred until the agreements and supplements are approved by the approving authority and executed by the proper parties;
3. Conduct regular meetings with the consultant to track progress and identify potential concerns;
4. Act as a liaison between the agency and the consultant to assure compliance with the terms of the agreement, including OEO provisions and the use of mandatory forms;
5. Monitor the consultant's progress reports to ensure that problem areas are reported and corrective action taken;
6. Make sure that all work is within the agreement's scope of work;
7. Establish controls to monitor the time for completion of the agreement to ensure that the specified time limitations are not exceeded;

8. Ensure the accuracy of bills presented by the consultant and their consistency with the work performed;
9. Maintain cumulative cost records to assure that costs are allowable, allocable and reasonable. Track bills to ensure compliance with agreement and fixed fees (see Appendix 31.84 “Sample Invoice Tracking Sheet”);
10. Establish controls to prevent overpayment of the Agreement and fixed fees;
11. Ensure that all terms and conditions of the agreement have been met prior to final release of the consultant.

.71 Invoicing. The invoice will include the following:

- By name, all employees that worked on the project during the billing period;
- The classification of each employee, the hours worked, the hourly wage rate, and the total wages paid;
- Direct nonsalary costs (Nonsalary costs should be supported for auditing purposes by copies of the invoice or billing instruments the consultant received for payment. These copies may be retained by either the consultant or the agency.).

The local agency may disallow all or part of a claimed cost which is not adequately supported by documentation.

.72 Documentation. Original documents may include but are not limited to signed time sheets, invoices, payroll records, rental slips, and gasoline tickets that support the costs billed to WSDOT. The consultant is responsible to account for costs and for maintaining records, including supporting documentation adequate to demonstrate that costs claimed have been incurred, are allocable to the agreement and comply with Part 31 of CFR 48. Time sheets should document hours worked, the billing rate of pay and must be signed by the supervisor or his designee and the employee. **Records will be retained for three years from the date of closure.**

.73 Closure. Upon completion of the work under the consultant agreement, the agency will ensure that all terms and conditions of the agreement have been complied with and that all services to be performed under the agreement have been completed prior to final release of the consultant. The local agency should evaluate the consultant’s performance and retain this in their records (see Appendix 31.85).

Appendixes

- 31.81 Sample Advertisement
- 31.82 Sample Record of Negotiations
- 31.83 Information Required in Agreements for Non-CA Agencies
- 31.84 Sample Invoice Tracking Sheet
- 31.85 WSDOT Performance Evaluation Consultant Services
- 31.86 Sample Personal Services Contract for Appraiser
- 31.87 Sample Consultant Agreement for Negotiation Services
- 31.88 Independent Estimate for Consulting Services
- 31.89 Local Agency Standard Consultant Agreement (includes Exhibits A-1 Consultant and Agency Certification; A-2 Debarment Certification; A-3 Federal Fund Restrictions; A-4 Current Cost or Pricing Data; B-1 Scope of Work; B-2 Task Order Assignment; C-1 Lump Sum Payment; C-2 Cost plus Fixed Fee; C-3 Negotiated Hourly Rate; C-4 Provisional Hourly Rate; C-5 Cost per Unit of Work; D-1 Consultant Fee Determination Sheet - Lump Sum, Cost Plus Fixed Fee and Cost per Unit of Work; D-2 Consultant Fee Determination Sheet - Specific Rates of Pay; E Breakdown of Consultant Overhead Cost; F Payment Upon Termination of Agreement; G Subcontract Work; G-1 Subconsultant Fee Determination Sheet; G-2 Breakdown of Subconsultant Overhead Cost; H - Supplemental Language for Increased Insurance Requirement
- 31.90 Supplemental Agreement

The Region Local Programs Engineer will assist in determining the owner of the trackage and the appropriate contact person if necessary. In completing the Project Application Package, sufficient preliminary engineering funds should be requested to cover the agency's PE costs as well as an additional \$3,000 to \$5,000 to cover the railroad's costs. The additional dollars for PE work done by the railroad should be shown under "other" on the Local Agency Agreement.

If existing devices are to be removed, the agency will notify the Highways and Local Programs Operations Engineer who will determine the salvage rights and values, and determine the railroad's credit to the FHWA, if they are federal property.

.32 Preparation of Project Data. When preliminary engineering funding has been approved, the agency should submit the necessary project data to the railroad along with a notice to proceed. Appendix 32.54 shows a Railroad Project Data Form which provides a railroad with data to prepare an estimate of cost. The data required by the railroad is traffic lane widths, shoulder widths, curbs and sidewalks, angle at which the highway crosses the tracks, and the legal description of the crossing location. The location of any underground and overhead utilities in the area which will be excavated for the signal foundation should also be included.

.33 Railroad Agreement and Petition. Upon completion of the signal layout and design, the railroad will prepare the standard agreement shown in Appendix 32.57 and a petition to the Washington State Utilities and Transportation Commission for installation of the crossing protection as required by RCW 81.53.261. At this time, the railroad will also request construction authorization and the local agency should proceed with the construction authorization process as per 32.34. The drawing shall form part of the agreement.

Preliminary engineering and construction funding may be registered simultaneously if no right-of-way is required.

The petition and the agreement will be forwarded to the local agency for execution and returned to the railroad. The railroad will file the petition with the WUTC. The WUTC will review the petition and, if appropriate, issue an order directing installation of the crossing protection.

.34 Construction Authorization. The local agency should prepare and submit the following to the Region Local Programs Engineer with the request for construction funding:

- a. Right-of-Way certification (if not previously submitted).
- b. Supplement to the Local Agency Agreement.
- c. Railroad agreement.

The Railroad Highway Safety Crossing Program is funded at 100 percent federal funds, with no local match required.

WSDOT will review the PS&E package and request funding authorization from FHWA. The agency will be notified when construction funds are approved and the supplement to the Local Agency Agreement returned. The agency should request a contract number from the Region Local Programs Engineer and notify the railroad to proceed with construction.

.35 Construction Administration and Project Closure.

Upon receipt of construction authorization, the railroad will order material and proceed with construction. Approximately five to eight months are required to obtain the signal material. The railroad will attempt to coordinate construction with other projects in the area to more effectively utilize crews.

The local agency is responsible for all work associated with a railroad agreement, from date of authorization for the railroad to proceed with the work through final completion of the work, subsequent closing of the agreement, and completion of the final audit.

The WSDOT Highways and Local Programs Operations Engineer will notify the Region Local Programs Engineer of the construction schedule received from the Railroad. The Region Local Programs Engineer in turn will notify the agency that will oversee the construction of railroad work and request that they contact the railroad's project representative to confirm the construction schedule and to maintain a line of communication at the project level.

The local agency is required to document the work performed by the railroad to ensure that the railroad's billing can be verified, thereby leaving an audit trail. This documentation may be performed by random oversight which is defined as on-site reviews two or three times a week while the railroad is working.

The documentation should be a record in the form of a diary and supplemental reports of the work performed by the railroad. This record shall be sufficiently complete to establish a record of the following:

- Number and general type of labor and supervision and number of hours chargeable to the agreement work.
- Number and type of major items of equipment used and number of hours chargeable to the agreement work.
- Description of work accomplished.
- Major items of material installed.
- Major items of material removed and disposition, i.e., salvage, scrap, junk.
- Details concerning any changes or extra work or other conditions affecting the work.

Within 30 days of project completion, the railroad will by letter notify the local agency that construction is completed. The local agency requests final billing from the railroad.

The local agency and the WUTC will be notified when the signals are completed and in operation. The agency should notify the Region Local Programs Engineer when the project is completed and submit any railroad and agency billings.

WSDOT will perform the final inspection and send a 90-day closure letter to the local agency (see Chapter 53).

32.4 Other Projects With Railroad Involvement

.41 General Discussion. If a highway project contains a railroad crossing within construction limits, the local agency must notify the railroad company involved in the event that a permit or an agreement will be necessary. Early contact with the railroad will minimize delays to the project.

.42 Procedure for Securing Railroad Agreements. The standard agreement shown in Appendix 32.57 shall be used. The procedure for executing the agreement varies slightly, depending on project circumstances:

- Local agencies shall submit to the Region Local Programs Engineer two copies of the executed agreement reflecting the detailed project cost estimate.
- When the affected railroad right-of-way is owned by more than one railroad company, the local agency shall execute an agreement with each company for each crossing within the project boundaries.
- When more than one railroad company uses the affected railroad right-of-way owned by one company, the local agency shall execute the agreement with the owning company which acts on behalf of the other companies. The other railroad must be identified by name in the agreement.
- On projects where the construction contract will be administered by WSDOT, in addition to the above agreement, a three-party agreement (state, railroad, local agency) in letter form must be submitted with the plans, specifications, and estimates (PS&E). This agreement must explain that the state can make payments directly to the railroad. The three-party agreement will first be executed by the local agency and railroad, and then by the state after its review. A sample letter-type agreement is shown in Appendix 32.56.

32.5 Appendixes

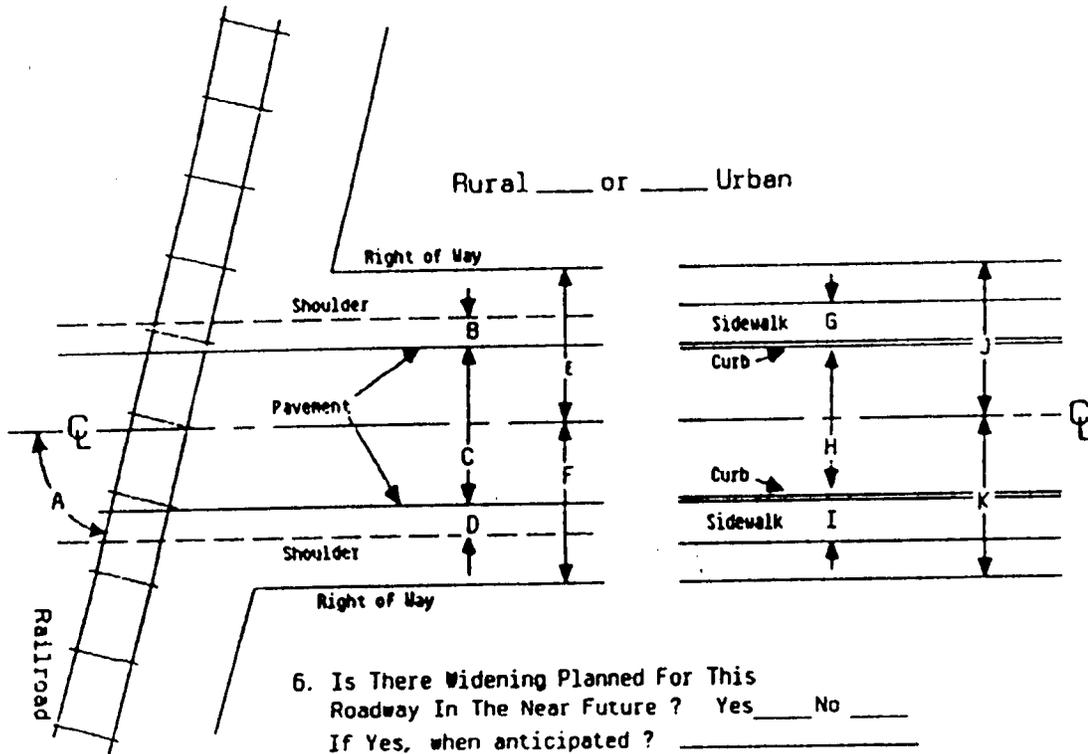
- 32.51 Signal Design — Shoulder Section (Metric/English)
- 32.52 Signal Design — Curb Section (Metric/English)
- 32.53 Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form (Metric/English)
- 32.54 Railroad Project Data Form
- 32.55 Washington State Short Line Contact List
- 32.56 Sample Letter — Type 3 Party Agreement
- 32.57 Local Agency Railway Agreement

RAILROAD PROJECT DATA

Furnish Appropriate Information to Railroad With Each Project

1. Agency Name _____
2. Location of Crossing _____
3. Number of Traffic Lanes _____ Railroad Tracks _____
4. Crossing Number Available from Railroad _____
5. Statistics:

D _____	H _____
A _____	E _____
B _____	F _____
C _____	G _____
	I _____
	J _____
	K _____



Mr. Byron Cole
 General Manager
 Ballard Terminal Railroad
 4725 Ballard Avenue NW
 Seattle, WA 98107
 (206) 784-1234

Mr. Mike Cowles
 Manager, Public Projects
 Burlington Northern Santa Fe Railway Co.
 2454 Occidental Avenue S, Suite 1-A
 Seattle, WA 98104-1105
 (206) 625-6146

Mr. Kevin Spradlin
General Manager
 Camas Prairie Railroad
 P.O. Box 1166
 Lewiston, ID 83501-1166
 (208) 743-2211

Mr. Buck Workman
 General Manager
 Cascade and Columbia River RR
 901 Omak Avenue
 Omak, WA 98841-9465
 (509) 826-3752

Mr. Brig Temple
 President
 Columbia Basin Railroad
 6 East Arlington
 Yakima, WA 98901-3500
 (509) 453-9166

Mr. Tim Marshall
 General Manager
 Columbia Basin Railroad Co.
 1801 West 1st. Street
 Warden, WA 98857
 (509) 349-8994

Mr. Bill Ellings
 Vice President
 Columbia & Cowlitz Railway
 P.O. Box 209
 Longview, WA 98632-0209
 (360) 636-6535

Mr. Edward Berntsen, Superintendent
 Lewis and Clark Railway
 P.O. Box 604
 1000 East Main Street
 Battle Ground, WA 98604-0604
 (360) 687-2007

Mr. George H. Stephenson
 President and General Manager
 Mount Vernon Terminal Railway
 P.O. Box 216
 Clear Lake, WA 98235-0216
 (360) 424-8040

Mr. Brad Smith
General Supt.
Palouse River and Coulee City Railroad
P.O. Box 155
Rosalia, WA 99170-0155
(509) 523-3303

Mr. Clifford Robbins
 Railroad Operations Manager
 Pend Oreille Valley Railroad
 1981 Black Road
 Usk, WA 99180-9701
 (509) 445-1750

Ms. Donna Smith
 Executive Director
 Port of Beverly/Royal Slope
 P.O. Box 147
 Royal City, WA 99357-0147
 (509) 346-2317

Port of Chehalis
222 Downie Road
Chehalis, WA 98532-8762
(360) 748-9365

Mr. Tom Paul, General Manager
 Puget Sound & Pacific Railroad
 501 North 2nd Street
 P.O. Box L-2
 Elma, WA 98541-0650
 (360) 482-4994

Mr. Rob Mitchie
 Simpson Railroad
 c/o Simpson Timber Company
 North Third and Franklin
 Shelton, WA 98584
 (360) 427-4777

Mr. Dennis Dean, Superintendent
Tacoma Rail
 2601 SR 509 Frontage Road N
 Tacoma, WA 98411
 (253) 502-8818

Mr. John E. Hood
 General Manager
 Toppenish, Simcoe and Western RR
 P.O. Box 889
 Toppenish, WA 98948-0889
 (509) 865-1911

Mr. John Trumbull
 Union Pacific Railroad
 5424 SE McLoughlin Boulevard
 Portland, OR 97202-4942
 (503) 872-1809

Yakima Electric Railway
 306 West Pine
 Yakima, WA 98902
 (509) 575-1700

Committee Membership

City Design Standards Committee RCW 35.78.020	County Design Standards Committee RCW 43.32.010	Other Participants
Lynn Price, PE Project Manager City of Bremerton lprice@ci.bremerton.wa.us	Jim Whitbread, PE County Engineer Stevens County jwhitbre@co.stevens.wa.us	Mike Horton, PE Committee Chair Operations Engineer Highways and Local Programs Service Center WSDOT hortonm@wsdot.wa.gov
Ken Brown, PE Design Engineer City of Spokane kbrown@spokanecity.org	Ken Stone, PE County Engineer Cowlitz County stonek@co.cowlitz.wa.us	Jim Seitz Association of Washington Cities jims@awcnet.org
Mike Johnson, PE Roadway Design Supervisor City of Seattle mike.johnson@seattle.gov	Dale Rancour, PE County Engineer Thurston County rancoud@co.thurston.wa.us	Randy Hart, PE County Road Administration Board randy@crab.wa.gov
K. Wendell Adams, PE City Engineer City of Yakima kadams@ci.yakima.wa.us	Bob Turpin, PE County Engineer Jefferson County bturpin@co.jefferson.wa.us	Bob Moorhead, PE Region Manager Transportation Improvement Board robertm@tib.wa.gov
Jim Nichols, PE City of Chehalis Public Works Director Chehalispw@localaccess.com	Jolene Gosselin, PE County Engineer Douglas County jgosselin@co.douglas.wa.us	Dave Olson WSDOT Design OlsonDa@WSDOT@wa.gov
Pat O'Neill, PE City Engineer City of University Place poneill@cityofup.com	Paul Bennett, PE County Public Works Director/Engineer Kittitas County paulb@co.kittitas.wa.us	Gary Hughes, PE Federal Highway Administration Gary.Hughes@FHWA.dot.gov
		Jeff Weber, PE Consulting Engineers Council of Washington JeffW@TheTranspoGroup.com

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

Michael W. Horton, PE
Committee Chair
Headquarters Highways and Local Programs

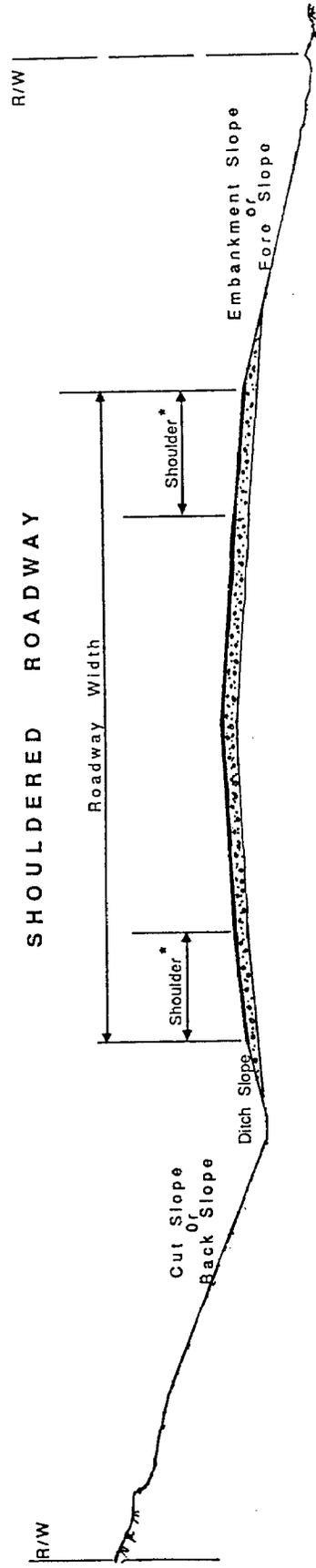
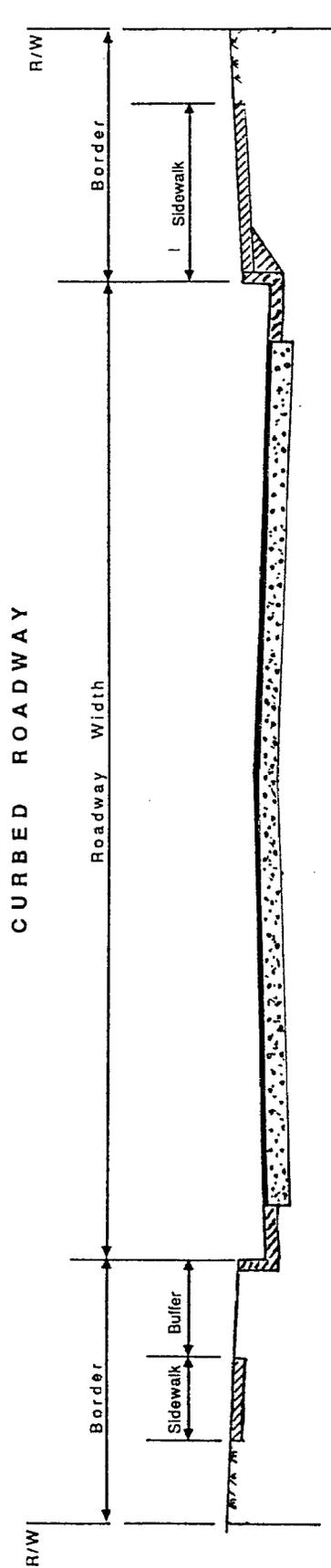
Bridge Criteria

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

Other Criteria

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

DEFINITION
OF
ROADWAY ELEMENTS



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

Geometric Cross-Section for Two-Way Roads and Streets (English Units)

Design Standards	Arterial											
	Principal^(h)			Minor^(h)				Collector^(h)				
	Curbed ^(d)	Shouldered		Curbed ^(d)	Shouldered			Curbed ^(d)	Shouldered			
	DHV All	DHV Below 200	DHV 200 and Over	DHV All	DHV Below 100	DHV 100 to 200	DHV 201 and Over	DHV 400 and Over	ADT 400 to 750	ADT 751 to 1000	DHV 100 to 200	DHV 201 and Over
Right-of-Way	Not less than required for all design elements.											
Roadway Width ^{(a)(b)(g)(i)}	24 ft	36 ft	40 ft	24 ft	32 ft	36 ft	40 ft	24 ft	26 ft	28 ft	34 ft	40 ft
Lane Width: (A) Exterior ^{(b)(i)}	12 ft	12 ft	12 ft	12 ft	12 ft	12 ft	12 ft	12 ft	10 ft	10 ft	11 ft	12 ft
(B) Interior Thru ^(b)	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	10 ft	10 ft	11 ft	11 ft
(C) 2-Way Left Turn ^(b)	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	10 ft	10 ft	11 ft	11 ft
(D) Exclusive Turn ^(b)	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	11 ft	10 ft	10 ft	11 ft	11 ft
(E) Parking	10 ft ^(c)			10ft ^(c)					(e)			
Shoulder Width ^{(f)(g)(i)}		6 ft	8 ft		4 ft	6 ft	8 ft		3 ft	4 ft	6 ft	8 ft
Clear Zone/Side Slopes	AASHTO (j)											
Ditch Slope (in slope)	Slopes steeper than 4:1 should only be used when achieving a 4:1 slope is impractical.											

- (a) For curbed, distance from face of curb to face of curb. For shouldered, distance from outside edge to outside edge of shoulder.
- (b) May be reduced to minimum allowed by AASHTO.
- (c) 8 feet may be acceptable when the lane is not likely to become a traffic lane in the foreseeable future.
- (d) Curbed section is appropriate for urban setting.
- (e) Industrial areas 8 feet to 10 feet. Residential areas 7 feet to 10 feet.
- (f) When guardrail is necessary, provide 2 feet of widening or longer posts to ensure lateral support.
- (g) For roads with traffic volumes of less than 400 ADT, the low volume road and street standards may be used.
- (h) Federal functional classification defined by WSDOT (Planning and Programming Service Center).
- (i) For guidance for one-way streets, see AASHTO, and the 1991 uniform fire code.
- (j) When using AASHTO guidance for clear zone determinations, the designer should take into account all AASHTO materials relating to clear zone and project circumstances.

Note: Where adequate traffic data is not available to determine DHV, a conversion may be made as follows:

$$\text{DHV} = (.08 \text{ to } .12) \times \text{ADT to change ADT to DHV}$$

<u>Detectable Warnings (Truncated Domes)</u>	For dimensions, see WSDOT Standard Plans F3a - F3e. For material contrast requirements, see ADA guidance from the U.S. Access Board at http://www.access-board.gov or use the color "Safety Yellow."
<u>New Sidewalks (when provided)</u>	<ul style="list-style-type: none"> Minimum Width — 60 inches continuous clear width or 36 inches clear width with 60 inch by 60 inch clear passing spaces at 200-foot minimum intervals. Surface — Firm, stable, and slip resistant. Crosslopes — 1:50 (2%) maximum. Running Slope — Minimum feasible slope consistent with slopes established by the adjacent roadway. Buffer — Separation from vehicular ways by curbs or other barriers.
<u>Temporary Work or Alterations</u>	Refer to ADA rules at http://www.access-board.gov . For pedestrian paths off public rights-of-way, the designer should refer to uniform building codes and WAC 51-30 for the appropriate standards.

Design Standards for 3-R Projects

Definitions

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 pavement 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, widening up to 10 feet (3 m), including lane and shoulder width, and should include the installation of localized safety improvements. 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.

Safety Improvements. Some safety improvements are normally included in 3R projects. During project development, a generalized roadside evaluation should be prepared to identify those high priority roadside elements to be considered for mitigation. Safety improvements include:

- Upgrading existing substandard roadway design elements — roadway design elements are the physical characteristics of the roadway such as alignment, grades, widths, sight distance, clearances, bridges, and the pavement structure including surface texture.
- Improving existing operational features — operational features include traffic control devices, left and right turn lanes, lighting, bicycle, and pedestrian accommodations that provide for the safe and efficient movement of vehicles, bicycles, and pedestrians.
- Reducing the potential hazard of existing roadside features — roadside features include sideslopes, ditches, drainage facilities, barrier systems, sign supports, luminaires, trees, utility poles, and other features adjacent to the roadway.

23 Local Ad and Award Projects. See Chapter 46.

.24 State Ad and Award Projects. See Chapter 45.

44.3 Document 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.

In nearly all cases, the responsibility will rest with the agency or consultant PE, but if a WSDOT engineer has responsible charge of a particular item, they will also have the responsibility to stamp the appropriate document.

The list includes:

- Design Reports
- Right-of-Way Plans
- Type, Size, and Location Report
- Design Approval Report
- Design Decision Summary
- Plans, Specifications, and Estimates, including all plan sheets.
- Special Provisions
- Temporary Water Pollution Control Plan
- Plans for Falsework and Forms, normally the contractor's responsibility
- Bridge Design Report
- 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 state ad-and-award projects, the plans should be prepared in accordance with the WSDOT *Plans Preparation Manual* (M 22-31). For local ad-and-award projects, there are no federal or state requirements for plan sheet size or guidelines for preparing contract plans.

For both state and local ad-and-award projects, the plans shall carry the seal and signature of a registered Professional Engineer, in accordance with RCW 18.43.070.

44.5 Specifications

WSDOT publishes and distributes the *Standard Specifications*, and the *Amendments and General Special Provisions*.

.51 Standard Specifications. All FHWA funded projects, including local agency force projects, will be constructed in conformance with the current combined WSDOT and APWA *Standard Specifications for Road, Bridge, and Municipal Construction*, and such 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 Amendments. These are specifications unique to local agency projects. See *Standard Specifications APWA Supplement 1-99*.

.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.
- For high cost and major projects, 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.
- 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

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 “an approved non-patented equal”, or
- The agency is requiring a specific material or product and a written Public Interest Finding (PIF) document has been prepared, or
- The material or product has been approved through FHWA as an experimental feature

Public Interest Finding

An agency may require a specific material or product when there are other acceptable materials and products when such specific choice is approved as being in the public interest, such as traffic signal control equipment. The written (PIF) must:

Clearly show that the best interest of the public and the agency will be achieved. This is accomplished by describing any cost effectiveness and efficiency to be realized. A benefit cost analysis should be completed to support the PIF. The supporting documentation and the decision of the CA agency must be maintained in the project file.

See section 14.24(g) for approval requirements.

A PIF is not required when:

1. The funding source is from a municipality or other entity, and is not reimbursable with federal monies, including when the contract has tied bids, and the item is only part of the locally funded project.

2. A utility agreement is being established and there are minor quantities of materials and supplies and proprietary products that are routinely used in a utility’s operation, which are essential for the maintenance of the system.

44.6 Estimates

The engineer’s estimate of a proposed project’s cost shall include the estimated quantity and estimated unit price for each proposed work item. Bridge items shall be segregated from roadway items. A tabulation for each bridge showing its applicable items shall be submitted.

If materials salvaged from the project are to be used for roadway purposes, the value of such materials should not be included in the project cost.

The estimate shall separately list the costs of nonparticipating items, local agency force work, and local agency furnished materials.

The separate cost groups shall be summarized and totaled on the first sheet of the estimate.

The Region Local Programs Engineer may be contacted for assistance in preparing the estimate. A sample estimate is shown in Appendix 44.76.

44.7 Appendixes

- 44.72 Sample Proposal (Metric/English)
- 44.73 Sample Contract
- 44.74 Sample City Letter of Financial Responsibility
- 44.75 Sample County Letter of Financial Responsibility
- 44.76 Sample Estimate and Grouping (Metric/English)
- 44.77 Permits
- 44.78 Local Agency Plans Preparation Checklist
- 44.79 Subcontractor List
- 44.80 Disadvantaged Business Enterprise Utilization Certification

Forms

FHWA Form 1273 Required Contract Provisions, FHWA Construction Contracts

FHWA Form LLL Disclosure of Lobbying Activities

DOT Form 272-006A Contract

DOT Form 272-036D Proposal

DOT Form 272-036H Non-Collusion Declaration

Date of Award

To: — contractor —

Project Title

FA No.

Contract No.

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

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

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

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

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

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

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

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

- 2) A list of all firms who submitted a bid or quote in an attempt to participate in this contract whether they were successful or not. Include the following information:
 - Correct business name, federal employer identification number (optional), and mailing address.

The contract will be forwarded to you under separate cover. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return these documents within _____ calendar days after the date of award.

Very truly yours,

— local agency —

cc: Region Programs Engineer

Award Date

To: - Contractor -

Project Title
Federal Aid No.
Contract No.

Dear :

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

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

- Correct business name, federal employer identification number (optional), and mailing address of all firms who submitted a bid or quote in an attempt to participate in this contract whether they were successful or not.

The contract will be forwarded to you under separate cover. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return these documents within 20 calendar days after the date of the award.

Sincerely

Local Agency

cc: Regional Local Programs Engineer

This chapter is used for non-NHS routes by local agencies operating under Certification Acceptance and choosing to administer construction contracts themselves. In the sequence of project development, this follows Chapter 46, Local Advertising and Award Procedures. For NHS routes, refer to Chapter 63, NHS Projects.

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

The following chart illustrates the contract administration and oversight responsibilities for the Federal Highway Administration (FHWA) (F), WSDOT (S), and local CA agencies(L):

Action	Local CA non-NHS	Local non-CA Agency non-NHS
a. Construction Fund Auth.	F	F
b. Changes/Extra Work/ Nonparticipation	L	S/L
c. Claims	L	S/L
d. Project Inspections	L	S/L
e. Final Inspection	S	S
f. Final Acceptance	S	S

52.1 General Discussion

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

Except for transportation enhancement projects, construction will be administered and materials will be inspected in accordance with the WSDOT *Construction Manual* and this chapter of the LAG. For exceptions, see Appendix 52.98. In case of conflicting guidelines, this chapter governs the *Construction Manual*. FHWA projects are subject to EEO and DBE compliance reviews by WSDOT. Refer to Chapter 62, Enhancement Projects, and Chapter 63, NHS Projects, for criteria governing construction of NHS and enhancement projects.

Appendix 52.95 illustrates the major timeline for construction contracts and provides more details for specification references.

52.2 Preconstruction Conference

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

On large, complex projects, a preconstruction conference should be held before each construction phase. It may be desirable to hold separate conferences for some specialized construction items such as paving, roadside planting, or electrical work. The preconstruction conference may include a partnering session if appropriate. For a sample conference agenda, refer to Appendix 52.91.

The meeting should be documented and copies of the minutes transmitted to the Regional Highways and Local Programs Engineer and each agency, organization, and firm that has involvement or interest in the project (see Appendix 52.92).

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.

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

Local agencies requesting a Record of Materials (ROM) from WSDOT’s Materials Laboratory 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 WSDOT’s qualified tester program. If a local agency is not certified to perform the tests, they can contact a qualified testing laboratory or their Regional Local Programs Engineer to make arrangements for WSDOT to perform the testing on the project.

.32 **Exceptions to qualified tester program.** Local agencies making improvements to the traveled lanes of the National Highway System (NHS) with **federal funding** must comply with WSDOT's qualified tester program. Projects that cross or connect to an NHS route may be exempted by the Regional Local Programs Engineer from these requirements when quantities within the NHS travel lanes are minor. For projects with other than minor quantities, a local agency must comply with the program.

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 been done.

.41 **General.** Progress estimates should be prepared on a preselected date each month.

The Local Agency shall document the quantities paid each month.

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 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 (required by RCW 39.12.030 and 040).

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

52.5 Changes and Extra Work

Prior to beginning work, an agency should have a written policy for the approval of change orders to ensure that approval, either verbal or written, is given and documented.

It is important to distinguish between actual changes to the contract work and normal overruns and underruns that may occur. Whenever a change in the contract is required, the agency shall prepare a change order. The change order shall include an explanation in sufficient detail so that everyone involved will understand the need for the change. The explanation shall include a detailed justification of the cost associated with the change. All change orders must be numbered in sequence.

To be eligible for FHWA participation, all change orders must be approved by the CA Authority. No change order work shall be done prior to approval. In the case of emergency situations, verbal approval may suffice. Verbal approval must be followed by submission of the corresponding change order within ten calendar days.

When changes in the work will alter the termini, character, and scope of an approved project, approval of the Assistant Secretary for Highways and Local Programs is required prior to the commencement of the physical work. Refer to Chapter 21, The Project Prospectus, for further information.

.51 **Administrative Settlement Costs.** Administrative settlement costs are costs related to the defense and settlement of contract claims including, but not limited to, salaries of contracting officers or their authorized representatives, attorneys or members of arbitration boards, appeal boards, etc., which 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 Regional Highways and Local Programs Engineer should be contacted for advice on how to proceed.

52.6 Termination of Contract

Section 1-08.10 of the Standard Specifications, Termination of Contract, contains procedures and criteria for termination of a contract.

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 contracts between the prime contractor and their subcontractors, and contracts between subcontractors and their agents.

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

- The general special provision (GSP) entitled "Required Federal Aid Provisions,"
- Form FHWA 1273 "Required Contract Provisions Federal Aid Construction Contracts," and

- The minimum wage rates for the contract as required by RCW 39.12 and Title 29 of the Code of Federal Regulations.

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. Refer to Chapter 26, Disadvantaged Business Enterprises, and Chapter 27, Equal Employment Opportunity and Training.

52.8 Physical Completion of Construction

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

- .81 Notice of Physical Completion.** Within 10 calendar days after physical completion of the work by the contractor, the Local Agency Project Engineer shall notify the contractor by letter that the construction is physically complete, and the project is subject to inspection, audit, and acceptance by the state. 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 Regional Highways and Local Programs Engineer within 15 days of physical completion of work by the contractor. A copy of the physical completion letter that was 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 by letter detailing specific items and amounts. (When a claim is submitted, immediately contact the Regional Highways and Local Programs Engineer so FHWA can be informed of the claim's details at an early stage. See Section 1-09.12(2) of the WSDOT/APWA *Standard Specifications*.)
 - b. Comparison of Preliminary and Final Quantities (Approving Authority File). A listing of items showing the preliminary and final quantities.
 - c. Certified Final Bill for Utility Agreement, if applicable, to Regional Highways and 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 WSDOT Highways and Local Programs. The local agency will receive from the Assistant Secretary for Highways and Local Programs the administrative review letter showing the starting and ending date of the three-year retention period (OMB Circular A-128).
 - e. Record of Material Samples and Tests.
 - f. Materials Certification (Appendix 52.94). The intent of the materials certification is to assure that the quality of all materials incorporated into the project is in conformance with the plans and specifications and thus ensure a service life equivalent to the design life.

This materials certification shall be completed in accordance with Section 9-1.5 of the *Construction Manual* or Chapter 52.3 of the *LAG* manual and is submitted along with the completion letter to the Regional Highways and Local Programs Engineer.
 - g. Affidavit of Wages Paid. Upon completion of a contract, the prime contractor and every subcontractor or agent shall submit Form LI-700-7, "Affidavit of Wages Paid," to L&I for certification of the wage rates paid on the project. Each affidavit must be accompanied by the filing fee established by L&I.

Local agencies are required to retain a percentage of money earned by the contractor according to the provisions of RCW 60.28.011. An L&I-certified copy of Form LI-700-7 from the prime contractor and every subcontractor or agent must be on file with the local agency before the retained sum will be released.
 - h. Release for the Protection of Property Owner and General Contractor. Upon completion of the contract, Form LI-263-83, furnished by L&I, shall be properly executed by the prime contractor and submitted to L&I. When L&I, based on its records, has verified that the industrial insurance and medical-aid premiums have been paid

by the prime contractor and every subcontractor, a statement to that effect will be issued by the L&I contract release clerk. A copy of this statement must be on file with the local agency before the retained percentage can be released.

- i. WSDOT Form 422-102, "Quarterly Reports of Amounts Credited as DBE Participation," shall be submitted by the contractor to the local agency on all projects that contain DBE goals. This form should also be submitted when a qualified DBE contractor or subcontractor is employed on a project, regardless of whether that DBE is a condition of award or not. This form is submitted on a quarterly basis in January, April, July, and October. (See Chapter 26, Disadvantaged Business Enterprises.)

.84 Project Acceptance. The approving authority's approval of the final estimate will be considered as the local agency's acceptance of the project.

52.9 Appendixes

52.91 Sample Preconstruction Conference Agenda

52.92 Sample Preconstruction Conference Minutes

52.93 Sample Letter Requesting WSDOT Project Inspection and Acceptance

52.94 Sample Materials Certification

52.95 Timeline for Construction Contracts

52.96 Weekly Statement of Working Days

52.97 Change Order

I 52.98 Exceptions to the WSDOT Construction Manual

Forms

See Chapter 11 of the WSDOT *Construction Manual*.

FHWA Form WH-347

Exceptions to the WSDOT Construction Manual. The following exceptions to the WSDOT *Construction Manual* may be used by the local agency. If these methods are not utilized, the WSDOT *Construction Manual* shall prevail.

- The local agency may develop their own Record of Materials, and approve manufacturers not listed on the approved WSDOT manufacturers list.
- Asphalt plant inspectors and scalepersons are not required at established commercial sources. This exception does not allow the agency to eliminate acceptance sampling of the materials.
- The following items may be accepted with an approved catalogue cut and documented by visual inspection or a manufacturer's material certification (provided manufacturer's certification is based on actual testing):
 - Electrical items
 - Paving or geotextile fabrics
 - Fencing of any kind
 - Landscaping or irrigation items
 - Glare screens
 - Traffic buttons or paints
 - Guardrail items
 - Drainage items
- Minor quantity aggregate items from an established commercial source, treated or untreated, with a current testing frequency less than 500 tons, (450 tonnes) may be increased to 500 tons (450 tonnes) and can be accepted without testing
- Local agencies may test their own signal cabinets.
- Local agencies may lower the density testing requirements to 90 percent of the rice density for non structural overlay pavement designs with a thickness of 1.25 to 2 inches (30 to 50 mm). This should be limited to areas or projects with documented foundation problems and on overlay of existing pavements.
- Local agencies are not required to follow the qualified testing program outlined in the WSDOT *Construction Manual* if the agencies projects are not on the NHS, or are on the NHS and the project does not contain federal funding.

AND

The acceptance sampling frequencies and test methods are done in accordance with Chapter 9 of the WSDOT *Construction Manual* and the exceptions listed above.

In addition to mandatory acceptance sampling, a local agency may choose to do independent assurance sampling. If a local agency elects to do independent assurance sampling, the procedures listed below shall be followed.

- Assurance sampling and testing will be done independent of acceptance testing, not utilizing the same testing equipment or performed by the same personnel. Assurance samples of aggregate may be taken by the field inspector and split two ways. One split will be tested by the inspector in the field as an acceptance sample and the other split will be an assurance sample for immediate testing and comparison with field results.
- Assurance sample testing does not reflect on the acceptability of the material involved. Acceptance under the contract is determined by the acceptance testing process. Assurance testing is performed to obtain an independent verification of proper testing procedure and equipment.

Comparison of Assurance and Acceptance Test Results. Assurance sample results will be compared with the acceptance test results of the companion samples.

Reports of the comparison of results will be placed in the project file. The degree of conformance will be determined according to the deviation ranges noted below. Gradation test results will be compared only on specification screens.

Test	Normal Range of Deviation	Maximum Range of Deviation
Sand Equivalent	±8 points	±15 points
Fracture	±5 percent	±10 percent
Asphalt Content (ACP & ATB)	±0.3 percent	±0.6 percent
Sieve Analysis — All Items:		
No. 4 (4.75 mm) sieve and larger	±5 percent	±8 percent
No. 6 (3.35 mm) sieve to No. 80 (0.180 mm) sieve	±3 percent	±6 percent
No 100 (0.150 mm) and No. 200 (0.075 mm) sieve	±2 percent	±4 percent

In the table above, “Normal Range” indicates an acceptable range of variation between test results and no action is required. Test results which fall in this category will be so indicated by the wording “*normal deviation*” on the assurance test reports. Test results falling outside of the “Normal Range” but within the “Maximum Range,” will be indicated by the wording “*questionable deviation*” on the assurance test reports. For deviations falling into this category, the Project Engineer or a representative shall review the original test report form, advise the responsible test operator of the deviation, and review the test procedure at the next opportunity.

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

Item	Test	Assurance Sample
Gravel Borrow	Grading & SE	1 – 20,000 Ton
Select Borrow	Grading & SE	1 – 20,000 Ton
Sand Drainage Blanket	Grading	1 – 20,000 Ton
Gravel Base	Grading, SE & Dust Ratio	1 – 20,000 Ton
CSTC	Grading SE & Fracture	1 – 10,000 Ton
CSBC Grading,	SE & Fracture	1 – 10,000 Ton
Maintenance Rock	Grading, SE & Fracture	1 – 10,000 Ton
Ballast Grading,	SE & Dust Ratio	1 – 10,000 Ton
Shoulder Ballast	Grading & Fracture	1 – 10,000 Ton
Backfill for Sand Drains	Grading	1 – 10,000 Ton
Crushed Coverstone	Grading, SE & Fracture	1 – 5,000 Ton
Crushed Screening		
5/8 – 1/4	Grading & Fracture	1 – 5,000 Ton
1/2 – 1/4	Grading & Fracture	1 – 5,000 Ton
1/4 – 0	Grading & Fracture	1 – 5,000 Ton
Gravel Backfill For		
Foundations	Grading, SE & Dust Ratio	1 – 5,000 Ton
Walls	Grading, SE & Dust Ratio	1 – 5,000 Ton
Pipe Bedding	Grading, SE & Dust Ratio	1 – 5,000 Ton
Drains	Grading	1 – 5,000 Ton

Independent Assurance Sampling Frequency Guide Cont.

Item	Test	Assurance Sample
PCC Paving		
Coarse Aggregate	Grading	1 – 10,000 Ton
Fine Aggregate	Grading	1 – 5,000 Ton
Completed Mix		
Consistency	Slump	1 – 25,000 SY
Air Content	Air	1 – 25,000 SY
Yield	Cement Factor	1 – 25,000 SY
Test Beam	Flexural Strength	1 – 25,000 SY
PCC Structures		
Coarse Aggregate	Grading	1 – 5,000 Ton
Fine Aggregate	Grading	1 – 2,500 Ton
Consistency	Slump	1 – 1,000 CY
Air Content	Air	1 – 1,000 CY
Cylinders (28-day)	Compressive Strength	1 – 1,000 CY
Yield	Cement Factor	1 – 1,000 CY
Cement	Chemical & Physical Certification (Verification Sample)	1 – 1,000 Ton
Asphalt Materials		Verification
Paving Asphalt (AR, AC, PBA)		1 qt. every 3rd shipment
Liquid Asphalt (Cutback, Emulsion)		1 qt. every other shipment
Emulsion for ACP Tack Coat		None required

Local Agency Documentation Review Checklist

Appendix 53.51

Agency: _____ Date: _____
 Project Title: _____
 Federal Aid Project No.: _____ Contract No.: _____
 Reviewers: _____

LAG Ref.

13 Table of Organization and CA Agreement Review:

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

Preliminary Engineering:

43.1 Design Approved By: _____ Date: _____
 44.1 PS&E Approved By: _____ Date: _____
 44.22 Agency Supplied Materials Approved By: _____
 44.22 Sole Source Items? Yes _____ No _____
 21.1 Changes in Scope, Limits, Character, Cost? Yes _____ No _____
 44.22 Tied Bids Approved By: _____ Date: _____

Advertising and Award:

46.21 FHWA Construction Authorization Date: _____
 46.24 Advertising Dates: _____
 46.24 Three Week Advertising Period? Yes _____ No _____
 46.24 Affidavits of Publication in File? Yes _____ No _____
 46.25 Bid Opening Date: _____
 46.27 Excluded Parties Listing System checked and documented prior to award? Yes ___ No ___
 46.27 Award Date: _____
 46.26 Award to Lowest Bidder? Yes _____ No _____
 If Not, Explain: _____
 46.28 Contract Execution Date: _____
 46.28 Contract Award Amount: _____
 46.3 Award Information Transmitted to WSDOT? Yes _____ No _____
 52 First Working Day: _____ No. of Working Days: _____
 No. of Working Days Complete: _____
 52.2 Preconstruction Conference Minutes Review:
 Meeting held? Yes _____ No _____
 Meeting documented? Yes _____ No _____

44.1 Commitment File:

24.94 Environmental and Permit Conditions Met Yes _____ No _____
 ECS Approval Yes _____ No _____
 Six month update Yes _____ No _____

LAG Ref.

25 Right-of-Way

- Right-of-Way Acquired Yes _____ No _____
- Right-of-Way Acquisition Procedures Dated: _____
- Listing of Right-of-Way Staff Current Yes _____ No _____
- 25.11 Project Right-of-Way Certification Dated: _____
- 52.51 Where any claims settled by Administrative Settlement? Yes _____ No _____
- Where claims submitted to Local Programs Engineer? Yes _____ No _____
- Comments: _____
- 52.1 Project Diaries and Inspector's Daily Reports Signed and Up to Date? Yes _____ No _____

52.4 Payrolls:

- Wage Rates Included in Contract? Yes _____ No _____
- Certified by Contractor? Yes _____ No _____
- Checked and Initialed by Agency? Yes _____ No _____

27 EEO Compliance:

- 27.32 PR-1391 on File and PR 1392 sent to Region Local Programs? Yes _____ No _____
- Comments: _____
- _____
- _____

Training:

- Training Goal Set? Yes _____ No _____ Hours _____
- Training Plan Approved by Agency: Yes _____ No _____
- Training Goal Met? Yes _____ No _____ Hours _____
- Comments: _____
- _____
- _____

26 DBE Compliance:

- 26.2 DBE Goal Set: _____%
- 26.2 DBE Condition of Award Amount: \$_____
- 26.2 How Was DBE Certification Verified Prior to Award? _____
- 52.5 Change Orders Affects on DBEs: Yes _____ No _____
- 52.5 Additional Work Provided to DBEs? Yes _____ No _____
- 52.5 Any Changes to DBE Goals? Yes _____ No _____
- 26.2 DBE goals approved by H&LP? Yes _____ No _____
- 26.2 Quarterly Report of Amounts Credited as DBE Participation
- Sent to Region Local Programs Engineer? Yes _____ No _____

Contract Completion:

- 52.81 Completion Date: _____
- 52.81 Completion Letter to Contractor transmitted to Local Programs: _____
- 52.83 End of Project Materials Certification From Project Engineer to Approving Authority Date: _____

Construction Contract Administration: (Change Orders)

CO #	Written App. Date	Major Items Involved	Cost Change +/-	W/D +/-	Agency Justified Independently
1					
2					
3					
4					
5					
6					
7					
8					
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10					
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12					
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