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Remarks and Instructions

The complete manual, revision packages, and individual chapters can be accessed at www.wsdot.wa.gov/publications/manuals/m36-63.htm.

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

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Local Agency Guidelines

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October 2011

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Appendix 12.69

List of Local Agency NHS Mileage

| Agency Name | Length (Miles) | % of NHS | Lead Agency | |
|------------------------|----------------------|--------------|-------------|------------|
| Pasco | 0.51 | <u>0.39</u> | BFCG | |
| Richland | 2.94 | <u>2.22</u> | | |
| Douglas County | 2.74 | <u>2.07</u> | WVTC | |
| East Wenatchee | 1.37 | <u>1.04</u> | | |
| Walla Walla Airport | 0.68 | <u>0.51</u> | BFCG | |
| Pullman | 2.58 | <u>1.95</u> | Whitman Co. | |
| Clallam County | 0.53 | <u>0.40</u> | Clallam Co. | |
| Port Angeles | 2.36 | <u>1.78</u> | | |
| Bellevue | 3.22 | <u>2.43</u> | PSRC | |
| Bremerton | 0.10 | <u>0.08</u> | | |
| Everett | 4.05 | <u>3.06</u> | | |
| Federal Way | 0.87 | <u>0.66</u> | | |
| Fife | 0.34 | <u>0.26</u> | | |
| Kent | 2.16 | <u>1.63</u> | | |
| King County | 1.37 | <u>1.04</u> | | |
| Kirkland | 1.58 | <u>1.19</u> | | |
| Kitsap County | 9.54 | <u>7.21</u> | | |
| Lakewood | 1.23 | <u>0.93</u> | | |
| Lynnwood | 0.47 | <u>0.36</u> | | |
| Mountlake Terrace | 0.13 | <u>0.10</u> | | |
| Port Orchard | 0.65 | <u>0.49</u> | | |
| Renton | 3.08 | <u>2.33</u> | | |
| Seatac | 2.58 | <u>1.95</u> | | |
| Port of Seattle | 1.53 | <u>1.16</u> | | |
| Seattle | 41.30 | <u>31.20</u> | | |
| Shoreline | 0.76 | <u>0.57</u> | | |
| Snohomish County | 3.40 | <u>2.57</u> | | |
| Tacoma | 2.89 | <u>2.18</u> | | |
| Tukwila | 2.88 | <u>2.18</u> | | |
| Anacortes | 0.55 | <u>0.42</u> | | SMPO |
| Island County | 1.88 | <u>1.42</u> | | Island Co. |
| Spokane | <u>3.12</u> | <u>2.36</u> | SRTC | |
| Spokane Int. Airport | <u>4.37</u> | <u>3.30</u> | | |
| Spokane Valley | 2.32 | <u>1.75</u> | | |
| Port of Kalama | 0.20 | <u>0.15</u> | CWCOG | |
| Kalama | 0.10 | <u>0.08</u> | | |
| Vancouver | 0.26 | <u>0.20</u> | RTC | |
| Lacey | 5.76 | <u>4.35</u> | TRPC | |
| Olympia | 2.71 | <u>2.05</u> | | |
| Thurston County | 0.19 | <u>0.14</u> | | |
| Tumwater | 1.88 | <u>1.42</u> | | |
| Bellingham | 5.53 | <u>4.18</u> | WCOG | |
| Whatcom County | 0.58 | <u>0.44</u> | | |
| Union Gap | 0.59 | <u>0.45</u> | YVCOG | |
| Yakima County | <u>1.52</u> | <u>1.15</u> | | |
| Yakima | <u>2.96</u> | <u>2.24</u> | | |
| Total NHS Miles | <u>132.36</u> | 100% | | |

Appendix 12.70

Local Agency NHS Route Termini

| Agency Name | Functional Class | Route Name | Start Location | End Location |
|--------------------|------------------|--|---|---|
| Anacortes | 16 | Commercial Ave | 12th St | 6th St |
| Anacortes | 16 | Commercial Ave | 4th St | 2nd St |
| Anacortes | 16 | Commercial Ave | 6th St | 4th St |
| Bellevue | 16 | 108th Ave NE | NE 4th St | NE 8th St |
| Bellevue | 16 | 108th Ave NE | Northrup Way | Kirkland CL (.10 Miles North of NE 39th St) |
| Bellevue | 14 | 112th Ave NE | NE 4th St | NE 8th St |
| Bellevue | 14 | 150th Ave SE / 148th Ave SE | I-90 (Exit 11a,B) | SE Eastgate Way |
| Bellevue | 14 | Bellevue Way NE / Lake Washington Blvd | Northrup Way | Bellevue N C/L (0.04mi N of Northrup) |
| Bellevue | 14 | Bellevue Way NE / Lake Washington Blvd | SR 520 (South Bridge Seat) | Northrup Way |
| Bellevue | 14 | NE 4th St | 108th Ave NE | I-405 (Exit 13a-B N/B Ramps) |
| Bellevue | 16 | NE 6th St | 112th Ave NE | 108th Ave NE |
| Bellevue | 14 | NE 8th St | 108th Ave NE | 112th Ave NE |
| Bellevue | 14 | NE 8th St | 112th Ave NE | I-405 (Exit 13a-B N/B Ramps) |
| Bellevue | 16 | Northrup Way | Kirkland C/L (0.16mi E of Lake Washington Blvd) | 108th Ave NE |
| Bellevue | 16 | Northrup Way* Split With Kirkland | 0.08mi SE of Lake Washington Blvd | End C/L Split with Kirkland |
| Bellevue | 17 | SE Eastgate Way | 148th Ave SE | 142nd Ave SE |
| Bellevue | 17 | SE Eastgate Way | 156th Ave SE | 148th Ave SE |
| Bellingham | 14 | Chestnut St | Bay St / Roeder Ave | Cornwall Ave |
| Bellingham | 16 | Cornwall Ave | E Maple St | E Chestnut St |
| Bellingham | 16 | Cornwall Ave | W Pine / Port Terminal Access | E Maple St |
| Bellingham | 17 | Donovan Ave / 10th Ave | SR 11 / 12th St | Harris Ave |
| Bellingham | 17 | Harris Ave | 10th St | Alaskan Ferry-Facility Entrance |
| Bellingham | 14 | Meridian St | Squalicum Pkwy | Orchard Dr |
| Bellingham | 14 | Meridian St | W Orchard Dr | Mcleod Rd / I-5 |
| Bellingham | 16 | Roeder Ave | Squalicum Pkwy | Bay St / Chestnut St |
| Bellingham | 16 | Squalicum Pkwy | Meridian St | Roeder |
| Bellingham Airport | 16 | Airport Way | Airport Dr | Bakerview Rd / Mitchell Way |
| Bellingham Airport | 16 | Mitchell Way | Airport Way | Airport Way / Mitchell Way Loop |
| Bremerton | 17 | Farragut St | Navy Installation Entrance | SR- 304 (SRmp 1.15) |
| Ciallam | 16 | S Airport Rd | US 101 | W Edgewood Dr |
| Douglas | 14 | Airport Way | Grant Rd | Airport Terminal |
| Douglas | 14 | Grant Rd | Kentucky Ave (C/L) | N Nile Ave |
| Douglas | 14 | Grant Rd | N Nile Ave | N Stark Ave |
| Douglas | 14 | Grant Rd | N Stark Ave | S Union Ave |
| Douglas | 14 | Grant Rd | Pangborn Dr | Airport Way |
| Douglas | 14 | Grant Rd | S Union Ave | Pangborn Rd |
| East Wenatchee | 14 | Grant Rd | James Ave | Kentucky Ave (C/L) |
| East Wenatchee | 14 | Grant Rd | SR 28 | James Ave |

Construction Administration Execution of Contract (Chapter 46)

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

Preconstruction Conference (Chapter 51)

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

Construction Documentation (Chapter 52)

| Initials | Date or N/A | |
|----------|----------------|--|
| _____ | _____ | "Record of Material" received from WSDOT Materials Laboratory |
| _____ | _____ | Contractor provides copies of permits obtained from other agencies and/or property owners: |
| _____ | _____ | _____ Washington State Dept. of Wildlife/Fisheries-Hydraulic Permit |
| _____ | _____ | _____ Washington State Dept. of Ecology |
| _____ | _____ | _____ Irrigation Regionals |
| _____ | _____ | _____ Burlington Northern Railroad |
| _____ | _____ | _____ Union Pacific Railroad |
| _____ | _____ | _____ Air Pollution Control Authority |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | Temporary water pollution control plan approved |
| _____ | _____ | Agency requests updated ESA species listing every six months |
| _____ | _____ | Approved contractor's progress schedule |
| _____ | _____ | Received railroad insurance from contractor |
| _____ | _____ | Construction diary started |
| _____ | _____ | Inspector's diary started |
| _____ | _____ | "Certification of Materials Origin" received from contractor |
| _____ | _____ | Material source approval received |
| _____ | _____ | Plans for falsework and forms: |
| _____ | _____ | _____ Received from contractor |
| _____ | _____ | _____ Approved by agency |
| _____ | _____ | Required job site posters placed by contractor: |
| _____ | _____ | _____ <u>FHWA 1495 Wage Rate Information</u> |
| _____ | _____ | _____ <u>FHWA 1022 Fraud Notice Poster</u> |
| _____ | _____ | _____ <u>Know Your Rights Under the Recovery Act (ARRA)</u> |
| _____ | _____ | _____ <u>EEOC P/E-1 Equal Employment Opportunity is the Law</u> |
| _____ | _____ | _____ <u>WISHA F416-081-909 Job Safety and Health Projection</u> |
| _____ | _____ | _____ <u>F242-191-909 Notice to Employees (L&I)</u> |
| _____ | _____ | _____ <u>F700-074-909 Your Rights as a Worker in Washington State</u> |
| _____ | _____ | _____ <u>EMS 9874 Notice to Employees (Employment Security)</u> |
| _____ | _____ | _____ <u>WH 1088 Employee Rights Under the Fair Labor Standards Act</u> |
| _____ | _____ | _____ <u>WH 1462 Employee Polygraph Protection Act</u> |
| _____ | _____ | _____ <u>WH 1420 Employee Rights and Responsibilities Under the Family and Medical Leave Act of 1993</u> |
| _____ | _____ | Daily construction signing records started (Checked twice daily and recorded) |
| _____ | _____ | Weekly statement of working days started |
| _____ | _____ | Material acceptance sampler appointed |
| _____ | _____ | Material independent assurance sampler appointed |
| _____ | _____ | Appointed office engineer for progress estimates and final records |
| _____ | _____ | Obtain a copy of the scale certifications |

Appendix 21.47

Local Agency Federal Aid Project Prospectus



**Washington State
Department of Transportation**

Local Agency Federal Aid Project Prospectus

| | | | | | |
|---|-----|-----------------------|---|---|------------------|
| Prefix | | Route | () | Date | |
| Federal Aid Project Number | | | | Central Contractor Registration Exp. Date | |
| Local Agency Project Number | | | (WSDOT Use Only) | Federal Employer Tax ID Number | |
| Agency | | | Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other | | |
| Project Title | | | Start Latitude | Start Longitude | |
| | | | End Latitude | End Longitude | |
| Project Termini From -- To | | | Nearest City Name | | Project Zip Code |
| From: | To: | Length of Project | | Award Type <input type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad | |
| Federal Agency <input type="checkbox"/> FHWA <input type="checkbox"/> Others | | City Number | County Number | County Name | WSDOT Region |
| Congressional District | | Legislative Districts | | Urban Area Number | TMA / MPO / RTPO |

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

| Description of Existing Facility (Existing Design and Present Condition) | |
|--|-----------------|
| Roadway Width | Number of Lanes |
| | |

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

| | | |
|---|-------|----------------|
| Local Agency Contact Person | Title | Phone |
| Mailing Address | City | State Zip Code |
| Project Prospectus Approval By _____ Approving Authority Title _____ Date _____ | | |

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

Type of Proposed Work

| | | |
|---|---------------|-----------------|
| Project Type (Check all that Apply) | Roadway Width | Number of Lanes |
| <input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge | | |

Geometric Design Data

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

Performance of Work

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

Environmental Classification

Final Preliminary

Class I - Environmental Impact Statement (EIS) Class II - Categorically Excluded (CE)
 Project Involves NEPA/SEPA Section 404 Interagency Agreement Projects Requiring Documentation (Documented CE)

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

Environmental Considerations

| | | |
|--|--|--|
| Agency | Project Title | Date |
| Right of Way | | |
| <input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way. | <input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation | <input type="checkbox"/> Relocation Required |
| Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project | | |
| FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Remarks | | |
| This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development. | | |
| Agency _____ | | |
| Date _____ | By _____ <div style="text-align: right; font-size: small;">Mayor/Chairperson</div> | |
| DOT Form 140-101 EF Revised 11/10 | Page 3 of 3 | ◆ Previous Editions Obsolete ◆ |



Local Agency Agreement

Agency _____
 Address _____

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

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name _____ Length _____
 Termini _____

Description of Work

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

Agency Official _____ Washington State Department of Transportation
 By _____ By _____
 Title _____ Director of Highways and Local Programs
 _____ Date Executed _____

DOT Form 140-039 EF
 Revised 09/2011

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

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

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

DOT Form 140-039 EF
Revised 09/2011

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

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

1. Project Construction Costs

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

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

The approving authority certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Additional Provisions

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

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

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

- .05 **Type of Work and Funding.**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work.
 - *Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - Line a** – Enter the estimated amount of agency PE in columns 1 through 3.
 - Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d** – State Services. Every project must have funding for state services. Secure an estimate from the Region Local Programs Engineer and enter in columns 1 through 3.
 - Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If Right of Way is acquired on the project, the appropriate costs are shown in lines f through h.
 - *Federal aid participation ratio for R/W – enter ratio for R/W lines with amounts in column 3.
 - Line f** – Enter the estimated amount of agency work in columns 1 through 3.

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

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

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

c. **Construction**

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

Line k – Enter the estimated cost of the contract.

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

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

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

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

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

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

- .06 **Signatures** – An authorized official of the local agency signs the agreement, and writes in their title.
- .07 **Method of Construction Financing** – Choose the method of financing the construction portion of the project.
- a. Method “A” is used when the state administers the contract for the agency. At the time of contract award, the state will direct the agency to deposit with the state an advance in the amount of the agency’s share of the total construction costs (based on the actual contract award rather than the amount listed in the agreement). If this works a hardship on the agency, a smaller sum may be negotiated through the Region Local Programs Engineer.
 - b. Method “B” is also used when the state administers the contract for the agency. At the time of award, the state will notify the agency that withholding of its monthly fuel-tax allotments is to commence in accordance with the terms specified on the face of the agreement. The agency will specify the number of months over which allotments will be withheld. This period is not to exceed the length of the construction phase

of the project. The monthly withholding amount is calculated by dividing the number of months into the total construction cost of the project entered in Column 2, line q of the ESTIMATE OF FUNDING box.

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

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

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

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

Appendix 22.53 Local Agency Agreement Supplement



**Washington State
Department of Transportation**

Local Agency Agreement Supplement

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

The Local Agency requests to supplement the agreement entered into and executed on _____
 All provisions in the basic agreement remain in effect except as modified by this supplement.
 The changes to the agreement are as follows:

Project Description

Name _____ Length _____
 Termini _____

Description of Work No Change

Reason for Supplement

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

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

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

Agency Official _____ **Washington State Department of Transportation**
 By _____ By _____
 Title _____ Director of Highways and Local Programs
 _____ Date Executed _____

DOT Form 140-041 EF
 Revised 03/2011

WSDOT Form 140-041 Local Agency Agreement Supplement

Instructions for Preparing Appendix 22.54 Local Agency Agreement Supplement

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

Appendix 22.55 **Sample Withholding Resolution for Construction Financing Method B**

ORDINANCE/RESOLUTION NO. _____

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

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

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

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

Dated this _____ day of _____, 20 _____.

(SEAL)

Attest:

_____ Clerk

Appendix 22.56 Sample Documented Cost Estimates

Documented Cost Estimate for Preliminary Engineering

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

Documented Cost Estimate for Construction

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

1/2

PS&E ESTIMATE

| No. | Item Description | Unit | Amt. | Unit Costs | Item Cost | % of total |
|--|---|--------|-------|---------------|----------------|---------------|
| PREPARATION | | | | | | |
| 1 | Mobilization | L.S. | L.S. | L.S. | \$ 42,000 | 10.0% |
| 2 | Clearing and Grubbing | L.S. | 1 | 3,000 | \$ 3,000 | 0.7% |
| 3 | Remove Exist. Bridge | L.S. | 1 | 30,000 | \$ 30,000 | 7.1% |
| GRADING | | | | | | |
| 4 | Roadway Excavation Incl.Haul | C.Y. | 419 | 25 | \$ 10,475 | 2.5% |
| 5 | Gravel Borrow Incl. Haul | C.Y. | 138 | 15 | \$ 2,070 | 0.5% |
| 6 | Embankment Compaction | C.Y. | 73 | 5 | \$ 365 | 0.1% |
| STRUCTURE | | | | | | |
| 7 | Structure Excavation Class A Incl. Haul | C.Y. | 177 | 50 | \$ 8,850 | 2.1% |
| 8 | Shoring or Extra Excavation Cl. A | L.S. | 1 | 17,000 | \$ 17,000 | 4.0% |
| 9 | Gravel Backfill For Walls | C.Y. | 12 | 50 | \$ 600 | 0.1% |
| 10 | Epoxy-Coated St. Reinf. Bar For Bridge | LB | 391 | 2.00 | \$ 782 | 0.2% |
| 11 | Steel Reinforcing Bar for Bridge | LB | 6,734 | 2.00 | \$ 13,468 | 3.2% |
| 12 | Deficient Strength Conc. Price Adjustment | Dol. | 1 | | \$ - | 0.0% |
| 13 | Superstructure - Schmid Road Bridge | L.S. | 1 | 130,000 | \$ 130,000 | 30.9% |
| 14 | Concrete Class 4000 for Bridge | C.Y. | 61 | 800 | \$ 48,800 | 11.6% |
| 15 | Traffic Barrier | L.F. | 107 | 200 | \$ 21,400 | 5.1% |
| 16 | Membrane Waterproofing | S.Y. | 106 | 50 | \$ 5,300 | 1.3% |
| SURFACING | | | | | | |
| 17 | Gravel Base | Ton | 634 | 25 | \$ 15,850 | 3.8% |
| 18 | Crushed Surfacing Base Course | Ton | 190 | 50 | \$ 9,500 | 2.3% |
| HOT MIX ASPHALT | | | | | | |
| 19 | Asphalt Conc. Pavement Cl. A | Ton | 165 | 175 | \$ 18,375 | 4.4% |
| 20 | Asphalt Cost Price Adjustment | Dol. | 1 | | \$ - | 0.0% |
| EROSION/WATER POLLUTION CONTROL | | | | | | |
| 21 | ESC Lead | Day | 20 | 300 | \$ 6,000 | 1.4% |
| 22 | Seeding Fertilizing and Mulching | L.S. | 1 | 3,000 | \$ 3,000 | 0.7% |
| 23 | Silt Fence | L.F. | 160 | 5 | \$ 800 | 0.2% |
| 24 | TESC | L.S. | 1 | 8,000 | \$ 8,000 | 1.9% |
| TRAFFIC | | | | | | |
| 25 | Beam Guardrail Non-Flared Terminal | Each | 3 | 2,500 | \$ 7,500 | 1.8% |
| 26 | Beam Guardrail Transition Type 1 | Each | 3 | 2,000 | \$ 6,000 | 1.4% |
| 27 | Permanent Signing | L.S. | 1 | 1,000 | \$ 1,000 | 0.2% |
| 28 | Project Temporary Traffic Control | L.S. | 1 | 5,000 | \$ 5,000 | 1.2% |
| OTHER ITEMS | | | | | | |
| 29 | Water | M. Gal | 10 | 125 | \$ 1,250 | 0.3% |
| 30 | Trimming and Cleanup | L.S. | 1 | 2,000 | \$ 2,000 | 0.5% |
| 31 | SPCC | L.S. | 1 | 2,000 | \$ 2,000 | 0.5% |
| CONTRACT ITEM TOTAL | | | | | 420,385 | 100.0% |

2/4/2009

2/2

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

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

CONSTRUCTION CONTRACT \$442,142

TOTAL ESTIMATED CONSTRUCTION CONTRACT \$442,142

Construction Engineering and Inspection \$83,000.00
 State Services \$5,000.00

TOTAL ESTIMATED PROJECT COST \$530,142

2009 SIDEWALK IMPROVEMENTS
FEDERAL AID PROJECT NO. STP-

Preliminary Engineers Estimate of Probable Costs
Low Range of Costs

Sidewalk Improvements

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

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

2009 Sidewalk Improvements

SUMMARY

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

Cost and Schedule Updates

Budget-Level Costs

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

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

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

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

PRE-DESIGN REPORT UPDATE
 FEBRUARY 2009

Chapter 22 Forms Local Agency Agreement Sample



Local Agency Agreement

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

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

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name NE Ward Road Length 1.20 Miles
 Termini SR 500 to NE 162nd Avenue

Description of Work

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

Agency Official

Washington State Department of Transportation

By _____
 Title _____

By _____
 Director of Highways and Local Programs
 Date Executed _____

DOT Form 140-039 EF
 Revised 09/2011

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

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

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

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

I. Project Construction Costs

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

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

The approving authority certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Additional Provisions



Local Agency Agreement Supplement

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

The Local Agency requests to supplement the agreement entered into and executed on _____
All provisions in the basic agreement remain in effect except as modified by this supplement.
The changes to the agreement are as follows:

Project Description

Name Martin Way Bridge M-14 Length 0.10 Miles
Termini MP 6.99 - MP 7.09

Description of Work No Change

Reason for Supplement

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

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

| Type of Work | Estimate of Funding | | | | |
|--|-------------------------------------|-------------------|---|----------------------------------|-----------------------------------|
| | (1) Previous Agreement/Suppl. | (2) Supplement | (3) Estimated Total Project Funds | (4) Estimated Agency Funds | (5) Estimated Federal Funds |
| PE | | | | | |
| _____ % a. Agency | 34,400.00 | -12,400.00 | 22,000.00 | 4,400.00 | 17,600.00 |
| b. Other Consultant | 15,000.00 | 44,365.00 | 59,365.00 | 11,873.00 | 47,492.00 |
| c. Other | | | | | |
| Federal Aid Participation Ratio for PE d. State | 1,000.00 | | 1,000.00 | | 800.00 |
| e. Total PE Cost Estimate (a+b+c+d) | 50,400.00 | 31,965.00 | 82,365.00 | 16,273.00 | 65,892.00 |
| Right of Way | | | | | |
| _____ % f. Agency | | | | | |
| g. Other | | | | | |
| Federal Aid Participation Ratio for RW h. Other | | | | | |
| i. State | | | | | |
| j. Total R/W Cost Estimate (f+g+h+i) | | | | | |
| Construction | | | | | |
| k. Contract | | 757,000.00 | 757,000.00 | 151,400.00 | 605,600.00 |
| l. Other | | | | | |
| _____ % m. Other | | | | | |
| n. Other | | | | | |
| Federal Aid Participation Ratio for CN o. Agency | | 76,000.00 | 76,000.00 | 15,200.00 | 60,800.00 |
| p. State | | 23,000.00 | 23,000.00 | 4,600.00 | 18,400.00 |
| q. Total CN Cost Estimate (k+l+m+n+o+p) | | 856,000.00 | 856,000.00 | 171,200.00 | 684,800.00 |
| r. Total Project Cost Estimate (e+j+q) | 50,400.00 | 887,965.00 | 938,365.00 | 187,473.00 | 750,692.00 |

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

Agency Official

Washington State Department of Transportation

By _____ By _____

Title _____ Director of Highways and Local Programs

Date Executed _____

DOT Form 140-041 EF
Revised 03/2011

Chapter 23 Progress Billing (Reimbursement Costs)

23.1 General Discussion

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

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

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

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

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

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

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

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

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

- All hard copy requests for payment must have an original signature in order to be processed.
- All email requests for payment must include all of the following in order to be processed:
 1. Agency
 2. Project Title
 3. Federal Aid Project Number
 4. Local Agency Agreement Number
 5. “Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible for the purposes specified; also, that no other claims have been presented to or a payment made by, the State of Washington for those costs claimed for reimbursement.”

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

23.3 Billing Procedures for State Ad and Award

Progress billings are submitted as follows:

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

23.4 Number and Timing of Submittals

Progress billings will be numbered sequentially and submitted monthly.

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

23.5 Identification of Federal Aid Participating and Nonparticipating Charges

Costs are eligible for Federal Highway Administration (FHWA) federal participation if claimed in accordance and in compliance with 23 CFR and 2 CFR 225.

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

All local governments and units of local governments that claim indirect costs under federal awards must prepare an Indirect Cost Rate Proposal (ICRP) and retain it for audit. The ICRP must be prepared in accordance with the instructions and regulations outlined in 2 CFR 225 – Cost Principles for State, Local and Indian Tribal Governments (formerly OMB Circular A-87). If the local government has been assigned a federal cognizant agency by OMB, they must submit their ICRP to their federal cognizant agency for review and approval in accordance with the federal requirements. If the local government has not been assigned a federal cognizant agency, they are required by the federal regulations to keep all records and supporting documentation used in developing their ICRP and to make it available for inspection by the auditors at the time of the audit.

Some costs have been deemed ineligible for federal participation. Ineligible costs include equipment purchase and repair (unless specifically approved by FHWA) and those costs unallowable under 2 CFR 225.

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

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

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

- b. **Acquisition of Rights of Way** – The continuation of preparation of right of way plans; appraisal for parcel acquisition; review of appraisals; preparation for and trial of condemnation cases; management of properties acquired; furnishing of relocation advisory assistance; and other related labor expenses. If RW costs are claimed after the date of contract award, please provide an explanation.
- Excess land (appraised value) including uneconomic remnants.
 - Improvements (appraised salvage value).
 - Right of way acquired after certification by the local agency that right of way necessary for a designated federal aid highway project has been acquired.
 - Judgments in condemnation cases not appealed when the attorney’s closing report indicates a basis for appeal. The amount in excess of the review appraiser’s determination of value is nonparticipating.
 - Landowners:
 - Attorneys’ fees;
 - Witness fees;
 - Expert witness fees; or
 - Similar costs to a landowner based on value of the services rendered to him which are paid by the local agency in connection with acquisition of rights-of-way, regardless of whether such costs are included in court judgments or court costs in litigated condemnation cases, e.g., statutory evaluation allowance.
- c. **Construction Engineering** – The work of supervising construction activities; the inspection of construction and related mechanical aspects (e.g., staking necessary to review construction plans together with those staking activities necessary for the local agency to control construction operations); testing of materials incorporated into construction, checking shop drawings and measurements for and preparations of progress and final estimates, and as-built drawings. Construction engineering costs are generally incurred only after approval of the PS&E, a contract number is issued, and also incurred prior to:
- Completion date of the final contract pay estimate and its submission to the contractor;
 - The final date of charges for required material testing; or
 - Completion date of the separation of contract cost by code type, location, etc., whichever is applicable to that portion of the construction engineering phase involved.

- d. **Highway Planning** – The orderly and continuing assembly and analysis of information about highways, such as the history of highway development and their extent, dimensions and conditions, use, economic and social effects, costs, and future needs.
- e. **Research and Development** – The search for more complete knowledge of the characteristics of the highway system and the translation of the results of research into practice.
- f. **Administrative Settlement Costs-Contract Claims** – Services related to the review and defense of claims against federal aid projects.
- g. **Miscellaneous Functions** – Costs incurred for other activities which are properly attributable to, and for the benefit of, federal aid projects but are not assignable to any of the previously defined functions.
- h. **Construction Costs Other Than Contractor Payments**
 - Royalty expenses for material furnished by the local agency that are used by the contractor.
 - Temporary signs, traffic control labor, traffic control devices, and temporary illumination furnished by the local agency. The initial basic cost of traffic control devices purchased for use on the project is an authorized participating cost.
 - Work performed by local forces.

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

a. **Salaries and Wages**

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

b. **Travel and Transportation**

1. Federal funds may participate in the cost of commercial transportation, privately owned automobiles, and per diem or subsistence essential to the completion of the project and is performed in accordance with prescribed procedures.

2. Reimbursement may be made for use of privately owned automobiles and per diem or subsistence incurred in conformance with the established reimbursement policy of the local agency.

c. Employee Leave and Holidays

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

d. Social Security, Retirement, and Other Payroll Benefits

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

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

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

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

.56 Other Unallowable Costs – Other unallowable costs include those costs identified in 2 CFR 225.

23.6 Billing Reviews

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

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

23.7 Appendices

- 23.71 Sample Form Local Programs Progress Billing, “Federal Aid Request for Payment”
- 23.72 Instructions for Completing the Local Programs Progress Billing Form

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

Local Programs Progress Billing

Address: _____

Fed Tax ID No. _____

Agency Billing Identification: _____

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

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

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--|----------------------------|------------------------|--------------------|--|------------------------------|---|---------------------------------|---|
| | Total Eligible This Period | Total Eligible To Date | Participation Rate | Amount Claimed This Period <i>Col 1 x Col 3</i> | Amount Claimed Prior Periods | Total Claimed To Date <i>Col 4 + Col 5</i> | Amount Authorized Per Agreement | Remaining Federal Funds <i>Col 7 - Col 6</i> |
| PE | | | | | | | | |
| Line: | | | | | | | | |
| (a) - Agency | | | | 0.00 | | 0.00 | | 0.00 |
| (b) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (c) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| <i>(e) - Total Preliminary Engineering</i> | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RW | | | | | | | | |
| (f) - Agency | | | | 0.00 | | 0.00 | | 0.00 |
| (g) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (h) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| <i>(i) - Total Right of Way</i> | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CN | | | | | | | | |
| (k) - Contract | | | | 0.00 | | 0.00 | | 0.00 |
| (l) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (m) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| (n) - Other | | | | 0.00 | | 0.00 | | 0.00 |
| <i>(o) - Agency</i> | | | | 0.00 | | 0.00 | | 0.00 |
| <i>(i) - Total Construction</i> | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| (r) - TOTAL PROJECT | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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

Signee _____ Title _____ Date _____

Approved by Regional Highways & Local Programs Office Date _____ Revised 02/08/10

Instructions for Completing the Appendix 23.72 Local Programs Progress Billing Form

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

Distribution of Form

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

Funding Set Up

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

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

Exception: On a progress bill marked as Final, the amounts in column (6) may exceed the amounts in column (7), provided the total of column (6) does not exceed the total of column (7). Consult your Region Local Programs Engineer for specific project information. Only one billing will be accepted as final.

Data Required to Request Payment

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

Coding Instructions

The Local Programs Progress Billing is arranged in the same manner as the local agency agreement though not all lines from the local agency agreement are shown on the Local Programs Progress Billing. The lines for state services are not included because state costs are billed separately. Since the state services are not shown, the totals for PE, R/W, and Construction shown on the Local Programs Progress Billing will not agree with those shown on the local agency agreement. The Local Programs Progress Billing totals (column 7) will reflect the total amount available to the local agency based on the local agency agreement.

The top portion of the form includes project identification information that will automatically appear on each progress billing. This information includes: Agency, Agreement No., Federal Aid No., Title, Progress Bill No., and Billing Period. Please provide actual dates for the current billing period and indicate whether the billing represents a final progress bill. Crosscheck the billing period dates against prior bills(s). If dates overlap, please provide a statement confirming that costs are new and have not been claimed on prior bills(s).

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

Details for Completing Local Programs Progress Billing Form

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

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

| | |
|-------------------|--|
| Column (7) | Amount Authorized Per Agreement This is the total amount of funds authorized for each line item per the latest version of the Local Agency Agreement. This amount will be provided on the form. |
| Column (8) | Remaining Funds Subtract column (6) from column (7) and enter the difference in this column. The difference represents the remaining funds available. This column cannot be a negative value. If negative, a supplement to the Local Agency Agreement must be prepared to receive full payment. An exception may be on the final progress bill. Consult your Region Local Programs Engineer for specific project information. |

Sign and date the progress billing and distribute according to the instructions located at the bottom of the form.

- All hard copy requests for payment must have an original signature in order to be processed.
- All email requests for payment must include all of the following in order to be processed:
 1. Agency
 2. Project Title
 3. Federal Aid Project Number
 4. Local Agency Agreement Number
 5. “Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible for the purposes specified; also, that no other claims have been presented to or a payment made by, the State of Washington for those costs claimed for reimbursement.”

If you have any questions, please contact your Regional Highways and Local Programs Engineer.

- whenever changes in the performance of the work warrants its completion.

The review should be completed per on-site observations, documentation review, and interviews of contractor's personnel. This completed form becomes a part of the local agency's project records. Additional forms are available from your Region Local Programs Engineer.

The WSDOT GSP, Disadvantaged Business Enterprise Participation Plan, and Chapter 1 of the WSDOT *Construction Manual* shall be followed to ensure compliance with the DBE Plan.

In order to receive credit for DBE participation (count towards the contract goal) a DBE firm must be performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for executing one or more distinct elements of the contract work and is carrying out those responsibilities by actually performing, managing, and supervising the work involved. The documentation in the project diary and on the DBE On-Site Review form is the information that the local agency will use to value whether a DBE is performing a commercially useful function. If there is evidence that a DBE firm may not be performing a commercially useful function, immediately contact your Region Local Programs Engineer.

11. **Prompt Payment.** Refer to Amendment Section 1-08, Prosecution and Progress (March 6, 2000) and RCW 60.28 for "Prompt Payment" requirements.
12. **During Construction and Upon Completion.** For all federal aid projects the contractor shall submit Quarterly Report of Amounts Credited as DBE Participation, WSDOT Form 422-102 EF (Appendix 26.31), to the local agency. On this form, the contractor shows the actual amount paid to the DBE firm for the contact work. The local agency shall forward a copy to the Region Local Programs Engineer. This completed form is required quarterly and a final at the completion of the project must be submitted to Highways and Local Programs Project Development Engineer as specified on the form.
13. **Records and Reports.** The local agency will maintain such records and provide such reports as necessary to ensure full compliance with the Plan.

Upon request from the OMWBE, WSDOT, or the USDOT, (or its operating administrations) the local agency shall submit the records deemed necessary for inspection, auditing, and review purposes.

26.3 Appendices

26.31 Quarterly Report of Amounts Credited as DBE Participation

26.32 Disadvantaged Business Enterprise Utilization Certification

26.33 M/D/WBE On Site Review

26.34 DBE Written Confirmation Document

Appendix 26.31

Quarterly Report of Amounts Credited as DBE Participation



Quarterly Report of Amounts Credited as DBE Participation

| | | | |
|---|----------------------|---|------------------------------|
| Check appropriate reporting period and enter reporting year. <input type="checkbox"/> 1st Quarter - January (Oct. - Dec.) <input type="checkbox"/> 4th Quarter - October (July - Sept.) <input type="checkbox"/> 2nd Quarter - April (Jan. - Mar.) <input type="checkbox"/> Final <input type="checkbox"/> 3rd Quarter - July (April - June) Reporting Year _____ | | State Contract Number _____ Federal Employer I.D. Number _____ | |
| Contractor _____ | | | |
| DBE Participant Name and Federal Employer I.D. Number | Contract Type | Date of Payment | *Dollar Credit Amount |
| | | | |
| Contract Type: S = Subcontractor A = Agent M = Manufacturer R = Regular Dealer J = Joint Venture V = Service Provider | | | |
| I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid on the dates shown. *Further, I certify that the amounts shown under "Dollar Credit Amount" are in accordance with the "DBE Eligibility" portion of the DBE Special Provision. | | | |
| Signature _____ | | Title _____ | |

This form is due on the 20th of the month following the end of the respective Quarter (January, April, July, October).

DOT Form 422-102 EF
Revised 2/2006

Disadvantaged Business Enterprises Utilization Certification

Appendix 26.32

Local Agency Disadvantaged Business Enterprise Utilization Certification

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

_____ certifies that the Disadvantaged Business Enterprise (DBE)
(Box 1) Name of Bidder

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

| Column 1 Name of DBE Certificate Number | Column 2 * Project Role <small>(Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)</small> | Column 3 Description of Work | Column 4 ** Amount to be Applied Towards Goal |
|---|---|--|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____
Box 2 Box 3 ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

Instructions for Disadvantaged Business Enterprise Utilization Certification (DOT Form 272-056)

To be eligible for award of the contract, the bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification form with the bidder's sealed Bid Proposal that demonstrates how the bidder intends to meet the DBE Condition of Award (COA) goal.

Box 1: Name of Bidder (Proposal holder) submitting a bid.

Column 1: Name of the Disadvantaged Business Enterprise (DBE) and Certificate Number.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime,
- Joint Venture,
- Subcontractor,
- Manufacturer,
- Regular Dealer*

The role is used to determine what portion of the DBE participation may be credited toward the goal. See *Crediting DBE Participation toward Meeting the Goal* as described in the *Disadvantaged Business Enterprise Condition of Award Participation* specification.

Column 3: A description of the work to be performed by the DBE consistent with the eligible Description of Work in the Directory of Certified DBE firms. If the DBE is to perform a portion of a bid item, then state Partial and what work is included, e.g., "Electrical (Partial) – Trenching". "Mobilization" will not be accepted as a description of work as it is not considered a distinct item of work that a DBE is certified to perform. The bidder may rely upon the descriptors listed in the Directory of Certified DBE Firms.

Column 4: The dollar amount for each DBE listed in the certification that the prime intends to apply towards meeting the DBE contract goal. It may be that only a portion of the amount paid to the DBE is eligible as COA participation. See *Crediting DBE Participation* in the special provisions; *Disadvantaged Business Enterprise Condition of Award Participation*.

Box 2: The goal stated in the contract in terms of a dollar amount or a percentage as noted under the general special provision; *DBE Condition of Award (COA) Goal, Disadvantaged Business Enterprise Condition of Award Participation*. When expressed as a percentage it is a percentage of the sum total of all bid items as submitted in the bidder's proposal.

Box 3: The total for column 4. This value must equal or exceed the goal amount.

* Note: In accordance with 49 CFR 26.55(e)(2)(i), if the materials or supplies are purchased from a DBE Regular Dealer, the amount to be counted towards the DBE will be sixty percent (60%) of the cost of the materials or supplies, e.g., Material cost: \$100,000, allowable amount toward DBE goal; \$60,000.

DOT Form 272-056A EF Instructions
Revised 07/2011

| | |
|---|--|
| Does the Equipment have the DBE's Markings or Emblems? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If No, Please indicate what equipment is not marked | |
| Has another contractor performed, work for the DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, Please Explain | |
| Has the DBE Owner been present on the Job Site? <input type="checkbox"/> Yes <input type="checkbox"/> No | What Percent of the Time |
| Are the personnel and equipment under direct supervision of the DBE Superintendent/Foreman? <input type="checkbox"/> Yes <input type="checkbox"/> No | Does the DBE subcontractor appear to have control over their subcontracted items? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Trucking Companies Only | |
| How many DBE Truck(s) are on the Job Site? | |
| How many DBE Truck(s) have the company's markings or emblems? | |
| How many DBE truck(s) are subcontracted/leased/owner operators or another company? | |
| Who is Supervising the DBE Truck Operators | Organization |
| Comments | |
| Note: Attach any documents important to the review, i.e., Invoices, Photos, Daily Reports, Correspondence, etc. | |
| Review Conducted By | Title |
| Signature | Date of This Review |
| Date Project Engineer approved Request to Sublet | |
| <p>This form must be completed in its entirety and submitted to WSDOT Office of Equal Opportunity within two (2) weeks of its completion. If the form is submitting with missing/incomplete information, it will be returned to the PE Office for completion.</p> | |
| Distribution: Region EEO Office, WSDOT Office of Equal Opportunity | |
| DOT Form 272-051 EF Revised 07/2011 | |

Appendix 26.34 DBE Written Confirmation Document

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

DBE Signature: _____

DBE's Title: _____

Date: _____

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

Description of Work: _____

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011

One of the following is required as part of the consultant selection process:

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

Exceptions to the competitive process used for consultant selection:

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

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

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

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

31.3 Negotiation With Selected Firm, A&E, and Personal Services

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

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

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

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

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



Independent Estimate For Consulting Services

Direct Salary Cost (Composite) :

| Breakdown Of Work | Manhours | Average Rate Of Pay | Estimated Cost |
|-------------------|----------|---------------------|----------------|
| | | | |
| | | | |
| | | | |
| Totals | | | |

Overhead Cost (including payroll additives) _____ % \$ _____
 Fixed Fee _____ % \$ _____

Reimbursable

- A. Travel and Per Diem \$ _____
 - B. Reproduction Expenses \$ _____
 - C. Computer Expense \$ _____
 - D. Communication \$ _____
 - E. Sampling and Testing \$ _____
 - F. Outside Consultants \$ _____
 - G. Other (Specify) \$ _____
- Total \$** _____

Sub-total \$ _____

Contingencies _____ % *Contingencies \$ _____

Grand Total \$ _____

* Use only on cost plus net fee type of payment

| | | |
|-----------------------------------|----------|-------------|
| Agency | File No. | Project No. |
| Project Title | | |
| Estimate Prepared By: (signature) | | Date |

DOT Form 140-012 EF
Revised 04/2007

Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

| Weighted Guidelines | | | |
|-----------------------------|-------------|---------------|--------------|
| Factor | Rate | Weight | Value |
| Degree of Risk | 25 | | |
| Relative Difficulty of Work | 20 | | |
| Size of Job | 15 | | |
| Period of Performance | 15 | | |
| Assistance by the Agency | 15 | | |
| Sub-consulting | 10 | | |
| Total | | | |

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicate the fair and reasonable fixed fee and/or profit percentage of the direct (raw) labor costs for the agreement and/or supplement.

Degree of Risk

Where the design involves no risk or the degree of risk is very small the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than contracts without options for which quantities are provided. Other things to consider: nature of design, responsibility for design reasonableness of negotiated costs, amount, and type of labor included in costs, amount of executive management/principal time required.

34.1 General Discussion

The primary objective of the Federal Highway Bridge Program (HBP) is to enhance public safety through inspection, rehabilitation, and replacement of bridges that meet the requirements for inclusion in the National Bridge Inventory (NBI) as defined by the National Bridge Inspection Standards (NBIS). Eligible bridges are either physically deteriorated or no longer provide the necessary the level of service for their location. Eligibility for these federal funds is determined by the bridge program's compliance with the NBIS and by bridge inspection information gathered during regularly scheduled condition inspections.

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

34.2 Bridge Condition Inspection Program

A methodical Bridge Inspection Program is mandatory for agencies that want to qualify for HBP funds.

The Federal Highway Administration (FHWA) has set the national standards for the proper safety inspection and evaluation of bridges in a document called the National Bridge Inspection Standards (NBIS). These standards are located in the Code of Federal Regulations, 23 Highways Part 650, Subpart C. The latest electronic version of the NBIS can be found online at www.fhwa.dot.gov/bridge/. Information and guidance on bridge condition inspection in Washington State is located in the *Washington State Bridge Inspection Manual* (WSBIM). An electronic version of the WSBIM can be accessed and downloaded at www.wsdot.wa.gov/publications/manuals/m36-64.htm. Reference these documents for additional information on the following subjects.

.21 Delegation of Bridge Program Manager Status – Each State Transportation Department is required to have an Inspection Organization responsible to inspect, or cause to be inspected, all highway bridges located on public roads that are fully or partially within the State's boundaries, except for bridges owned by Federal agencies. The WSDOT Local Agency Bridge Engineer has been delegated Program Manager functions for county and city owned bridges. The NBIS contains provisions to allow delegation of bridge program functions identified in §650.307(c)(2) to qualified Local Agency bridge program personnel. See Appendix 34.504.

.22 Bridge Inspection Types and Frequencies – Each structure in the National Bridge Inventory (NBI) shall receive a routine inspection at intervals not to exceed 24 months except as provided in the NBIS.

Inspection frequency requirements are listed in Section §650.311 of the NBIS. These requirements are also outlined in the flowchart in Appendix 34.502 and are detailed in the WSBIM. The Highways & Local Programs (H&LP) Bridge Inventory Engineer will perform quarterly reviews of the Local Agency Bridge Inventory to ensure that bridge inspections are being performed on time. Local Agencies will be provided with lists of bridges and the projected inspection dates to cross check with their own inspection list to ensure concurrence and identify any omissions. Bridges shall be inspected in the calendar month that is the result of the current inspection month plus the assigned inspection frequency in months. This usually means the inspection will happen in the same calendar month for future inspection years. The inspection update should be entered in Bridge Works within 30 days. This allows H&LP to monitor inspection progress and provides a record of inspection date compliance. Once inspections are performed, Local Agencies have 90 days to finish the inspections report and have the data released to the Local Agency Bridge Inventory.

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

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

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

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

Minimum Qualifications for Program Manager are:

- Registered Professional Engineer or 120 months of bridge inspection experience

- And successful completion of FHWA approved Comprehensive Bridge Inspection Training Course.

The **Team Leader** is the individual in charge of an inspection team and is responsible for planning, preparing, and performing bridge inspections. The Team Leader is required to be onsite for all condition inspection activities on NBI bridges, and is responsible for inspection reporting and for accurate inventory coding. Qualified Team Leaders are certified by WSDOT and are issued an inspector identification number. Non-certified bridge inspectors are not allowed to submit bridge inspection data for NBI bridges to the Local Agency Bridge Inventory.

Minimum Qualifications for Team Leader are:

- Qualified Program Manager
- Or, 60 months of bridge inspection experience and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Certified Level III or IV NICET bridge safety inspector and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, BS degree in engineering, and successfully passed EIT, and 24 months Bridge Inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Associates degree in engineering, and 48 months bridge inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course

Program Manager and Team Leader qualification requirements are listed in Section §650.309 of the NBIS and are outlined in the flowchart in Appendix 34.501. The time requirements listed for qualification are measured by the actual time spent performing the designated activity or related tasks not by calendar years.

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

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

.24 Continued Certification of Bridge Inspection Personnel – Bridge Inspectors certified by WSDOT must participate in a continuing education program to maintain certification. This program requires each of the following during a five-year period:

- 60 hours of Bridge related training including WSDOT sponsored bridge training and bridge conferences and other NHI Bridge Training courses.
- An approved Bridge Inspector Refresher Training course.
- Field evaluation performed by WSDOT H&LP during QA/QC reviews (see 34.3).

Visit the H&LP Bridge Services website at www.wsdot.wa.gov/localprograms/bridge/training.htm for Bridge Training opportunities.

.25 Bridge Inspection Records and File Requirements – Bridge owners are required to maintain a complete and current official bridge file for each structure included in the NBI. This file is to be maintained throughout the life of the bridge. Chapter 1 of the WSBIM and Appendix 34.504 list the requirements for each official bridge file and detailed guidance on what to include. In addition, the American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation, First Edition 2008, has been incorporated by reference in the NBIS. See NBIS Section §650.313(d).

Agencies must identify bridges requiring special attention and must keep these Master Lists with the official bridge files. Lists of bridges that require special inspections such as, Fracture Critical Member Inspections, Underwater Inspections, and Complex Bridge Inspections or are singled out for deficiencies such as Load Posting or having been determined Scour Critical should be included on Master Lists.

Additionally, each local agency is required to maintain a current file on each member of the Inspection staff detailing their experience and training.

.26 Bridge Load Ratings – All NBI bridges, including new structures, require load ratings which must be stamped and signed by the Professional Engineer charged with overall responsibility for the analysis. These ratings must be placed in the official bridge file as discussed in Section 34.25. If the current load rating is suspect because of condition changes or added dead load, a new rating shall be performed and the bridge inventory updated within 90 days of the inspection. Bridges must be posted or restricted when the maximum load carrying capacity drops below the maximum unrestricted

legal load. Additional load rating requirements are available in Chapter 5 of the WSBIM. Once it has been determined that an in-service bridge can no longer carry legal loads, load restriction signs shall be installed within 30 days including an update to the Local Agency Bridge Inventory with correct coding that reflects the diminished bridge capacity. The inventory update shall include a photo of the posting for confirmation purposes. Load ratings for new bridges are eligible for HBP funds and should be included in the contract for bridges funded under this program. Load Ratings shall be available for inclusion in the bridge inventory record no later than 90 days from the time the bridge is put in service.

.27 Bridge Scour Analysis – A scour evaluation is required for each bridge over water. Chapter 5 of the WSBIM provides guidance on performing this evaluation. The scour analysis must also yield the federal scour code as detailed in Chapter 2 of the WSBIM under the Washington State Bridge Inventory System (WSBIS) WB76-80 card. This evaluation becomes part of the official bridge file discussed in Section 34.25.

Plans of action for monitoring as well as scour repair plans are required for all bridges determined to be “scour critical” or to have unknown foundations.

.28 Critical Damage Bridge Repair Reports – A Critical Damage Bridge Repair Report must be completed whenever a bridge is identified as having significant structural damage causing emergency load restrictions, lane closure, bridge closure, or if a bridge has failed.

The WSDOT Local Agency Bridge Engineer must be notified by telephone or email within one working day of identification of a problem. This notification starts a series of reports that are ultimately forwarded to FHWA. This series of reports allows the local agency, H&LP, and FHWA to track the status of critically damaged bridges until the damage is resolved by repair or replacement of the bridge. See Chapter 6 of the WSBIM for contact information, timelines, forms, and procedures.

34.3 Quality Assurance and Quality Control Reviews

H&LP conducts Quality Assurance and Quality Control (QA/QC) reviews of local agency bridge programs statewide to ensure compliance with the NBIS and to verify that local agency bridge inspection programs are functioning effectively. Agencies will be reviewed a minimum of once every three years. H&LP will work with agency personnel in evaluating the program’s strengths and weaknesses and make suggestions for correction of any program deficiencies. See Appendix 34.507 for a copy of the questionnaire used by H&LP for this QA/QC review.

QA reviews of the Local Agency Bridge Inventory are performed constantly. The Local Agency Bridge Inventory Engineer runs queries on the data looking for data consistency and correct data field correlation. All data that is released

to the inventory is subjected to QC review from within the bridge owner agency, which is tracked by the bridge inspection software, and a final QA review is done before any data is released to the inventory. These remote aspects of the QA reviews are becoming a larger element of the overall QA process as more bridge file components are available electronically through the bridge inspection software. This process produces a more efficient and complete review of the Agency's program during the actual field visits.

The QA/QC reviews will be factored in to the recertification of Team Leaders along with results from refresher training and individual evaluations. Some important elements that will be checked during the QA/QC review include, but not limited to, the following:

- a. Staff qualifications;
- b. Completeness and organization of bridge files;
- c. Accurate and current Master Lists;
- d. Accurate and properly documented bridge load ratings;
- e. Accurate and complete scour evaluations including scour codes and plans of action for all scour critical bridges;
- f. Thoroughness and completeness of inspections;
- g. Inspection frequency as outlined by the NBIS, see Appendix 34.502.

The results of the review will be discussed with the agency followed by a formal letter summarizing the review.

34.4 Highway Bridge Program Call for Projects

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

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

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

1. The bridge must be more than 20 feet in length measured along the centerline.
2. It must be recorded in the Washington State Bridge Inventory System (WSBIS).

3. For replacement and rehabilitation, the bridge must be structurally deficient (SD) or functionally obsolete (FO) with sufficiency ratings as follow:
 - a. For Replacement: less than 50.
 - b. For Rehabilitation: 80 or less.
4. Seismic-Paint-Scour: Eligible activities may be funded for bridges regardless of sufficiency rating. However, bridges must be scour critical or have unknown foundations to be eligible for scour projects. Routine maintenance is not eligible for HBP funding.
5. No replacement or rehabilitation projects can have been performed using HBP funds in the past 10 years. There is no moratorium following Seismic-Paint-Scour projects, however, the intent of this funding is for the repair to last at least 10 years.
6. Bridges with structurally deficient decks (Deck Overall codes of 4 or less) are eligible for rehabilitation regardless of sufficiency rating. The 10 year moratorium will not disqualify the candidate; however, once the deck has been replaced or rehabilitated, the ten-year rule will apply.

The Federal Highway Administration (FHWA) has developed a formula that calculates sufficiency ratings and assigns SD or FO designations. This computation is performed by the WSBIS using inventory and inspection data submitted by state and local agency bridge inspectors. The sufficiency rating is based on four factors: structural adequacy and safety, serviceability and functional obsolescence, essentiality for public use, and special reductions. Ratings can range from 0 (worst) to 100 (best). Deteriorated bridges that are in poor condition are considered Structurally Deficient (SD) and bridges with geometric configurations that are below current standards for the route they serve are considered Functionally Obsolete (FO). A further explanation of sufficiency rating and criteria for structural deficiency and functional obsolescence can be found at www.wsdot.wa.gov/localprograms/bridge/resources.htm under a link labeled "Bridge Analysis." A sufficiency rating generator is included as part of the Bridge Works Bridge Inspection software which is available for download at www.wsdot.wa.gov/localprograms/bridge/bridgeworks.htm.

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

1. Live Load: Load and Resistance Factor Design (LRFD) HL 93.
2. Vertical Clearances: Clearance over roadways is a minimum 16.5 feet. Clearance over railroads is a minimum 23.5 feet.
3. Design-year ADT will be determined per Section 43.21.

4. Bridge Length: The length of the replacement bridge can be affected by one or both of the following factors:
 - a. The bottom of the superstructure will be 3 feet above the 100 year flood or as determined by field review.
 - b. The abutment and pier locations(s) of a new bridge generally reduce the existing backwater elevation. In fish bearing waters, acceptable rise in the backwater elevation is 0.2 foot above the existing conditions, as referenced in WAC 220-110-070(1)(h). For non-fish bearing waters, the acceptable rise in the backwater elevation is 1 foot above the existing conditions.
5. Bridge Type: The bridge type selected will be the most economical type for the span length needed, based on sound engineering judgment and/or economics.
6. Bridge Foundation Type: The type and depth of the foundation elements will depend on the results of the geotechnical and hydraulic analyses and shall be considered scour safe (WB76-80 coded 8 or 9).

Both a load rating and a scour analysis for a new bridge shall be provided for the official bridge file. The scour analysis will consist of a summary of the hydraulic design as justification for the scour safe code.

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

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

.44 Seismic-Paint-Scour – Project eligibility and priority ranking is based on the Washington State Bridge Management System (BMS) element data. See Chapter 4 of the WSBIM for BMS information.

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

1. Bridge Construction: All items typically detailed by bridge designers (concrete, re-bar, piling, barriers, expansion dams, etc.).
2. Bridge Aesthetics: Limited to the treatment required in the approved NEPA documents. Typically, paints or pigmented sealers and fractured fin finishes on concrete structures will not be approved.
3. Demolition of existing structures.

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

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

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

- a. Field Review Team – The Field Review Team consists of the WSDOT H&LP Bridge Engineer (Review Team leader), a local agency bridge owner representative, the Region Local Programs Engineer, and FHWA Division Bridge Engineer whenever possible. On non-CA agency bridges, the Field Review Team will also have a representative from the agency providing CA services for the non-CA agency. The H&LP Bridge Engineer may add other representatives as deemed appropriate for specialized conditions.

b. Review Procedures

1. The Field Review Team conducts an on-site review of proposed bridge projects. The Field Review Team may use results of a previous review for a bridge submitted but not funded, provided the review was conducted within the past three years.
2. The Bridge Inspection Report is reviewed at the site. The Field Review Team looks for inconsistencies between condition codes, load ratings, postings, ADT, and other factors. The WSDOT H&LP Bridge Engineer calculates an independent sufficiency rating based on codes agreed to by the review team. The final sufficiency rating may change again based on information requested by the team but not available during the field review.
3. The items submitted with the application are reviewed at the site. The Field Review Team reviews the site in detail and recommends which of three funding program best fits the condition of the bridge.
 - a. Replacement projects.
 - b. Rehabilitation projects.
 - c. Seismic-Paint-Scour.
4. A consensus is reached on the appropriate funding program and estimated scope of work for the project.
5. The project cost estimate submitted by the agency is discussed in detail and revised as appropriate.

.47 Bridge Selection – The Bridge Replacement Advisory Committee (BRAC) convenes after the on-site field reviews are completed. Bridge projects are presented to the Committee ranked by their sufficiency rating or other criteria by specific funding program. Results of the field review, Review Team recommendations, and other pertinent information are presented to the committee. The Committee reviews all of the projects and then recommends projects for funding.

The BRAC comprised of seven voting members and two alternates. The committee includes four county representatives, four city representatives, with the H&LP Engineering Services Manager serving as Chair. Alternates initially serve one year as a non-voting member then for three more years as a voting member. Alternates for either city or county may participate in the event a voting member from their respective association is absent.

The Director of H&LP reviews the list of projects recommended by the BRAC and approves a final list of bridges to receive funding. Counties and cities will receive a funding notification letter informing them that their bridge project has been approved for funding. The letter will identify the anticipated federal

funding level and asks the agency to submit their request for funds through their Region Local Programs Engineer. This letter will also identify the percentage for bridge approach cost participation and any other requirements specific to the project.

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

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

1. **Prior to Construction Obligation/Authorization** – At the construction authorization point, the agency is required to have all necessary funding secured. If the current engineer’s estimate exceeds the amount of funding approved for the project, the agency may submit a request to increase federal funding.

Approval for the increase in funding must be received prior to construction authorization or all costs above the original amount approved for the project will be the responsibility of the agency.

2. **After Advertisement But Before Award** – If all bids received exceed the amount of funding approved for the project, the agency may submit a request to increase federal funding.

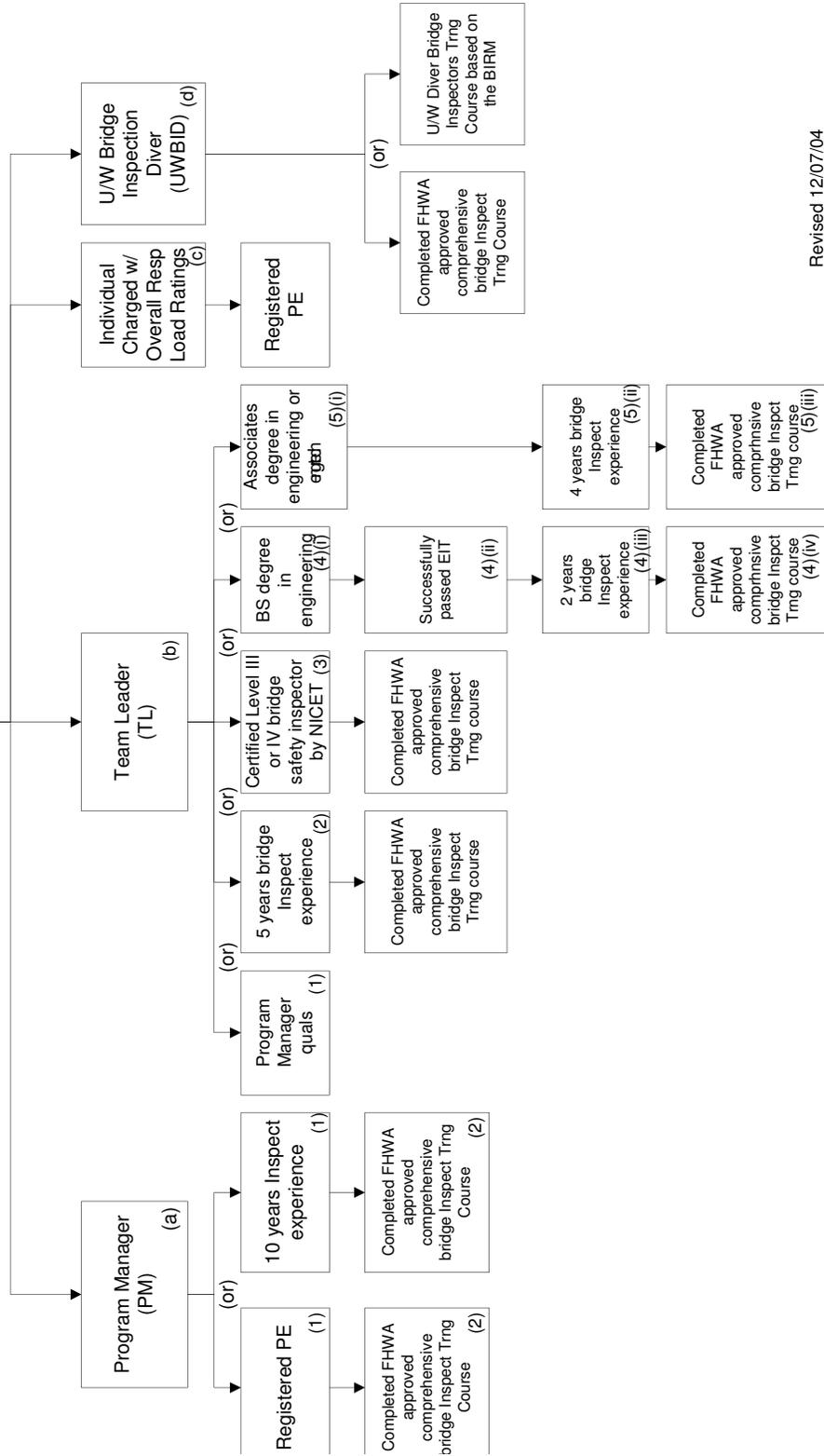
Approval for the increase in funding must be received prior to awarding the project contract or all costs above the original amount approved for the project will be the responsibility of the agency.

H&LP will send a letter to the agency approving or denying the proposed increase. If approved, the local agency must then prepare, sign, and submit a Supplemental Agreement to the Region Local Programs Engineer for further processing.

34.5 Appendices

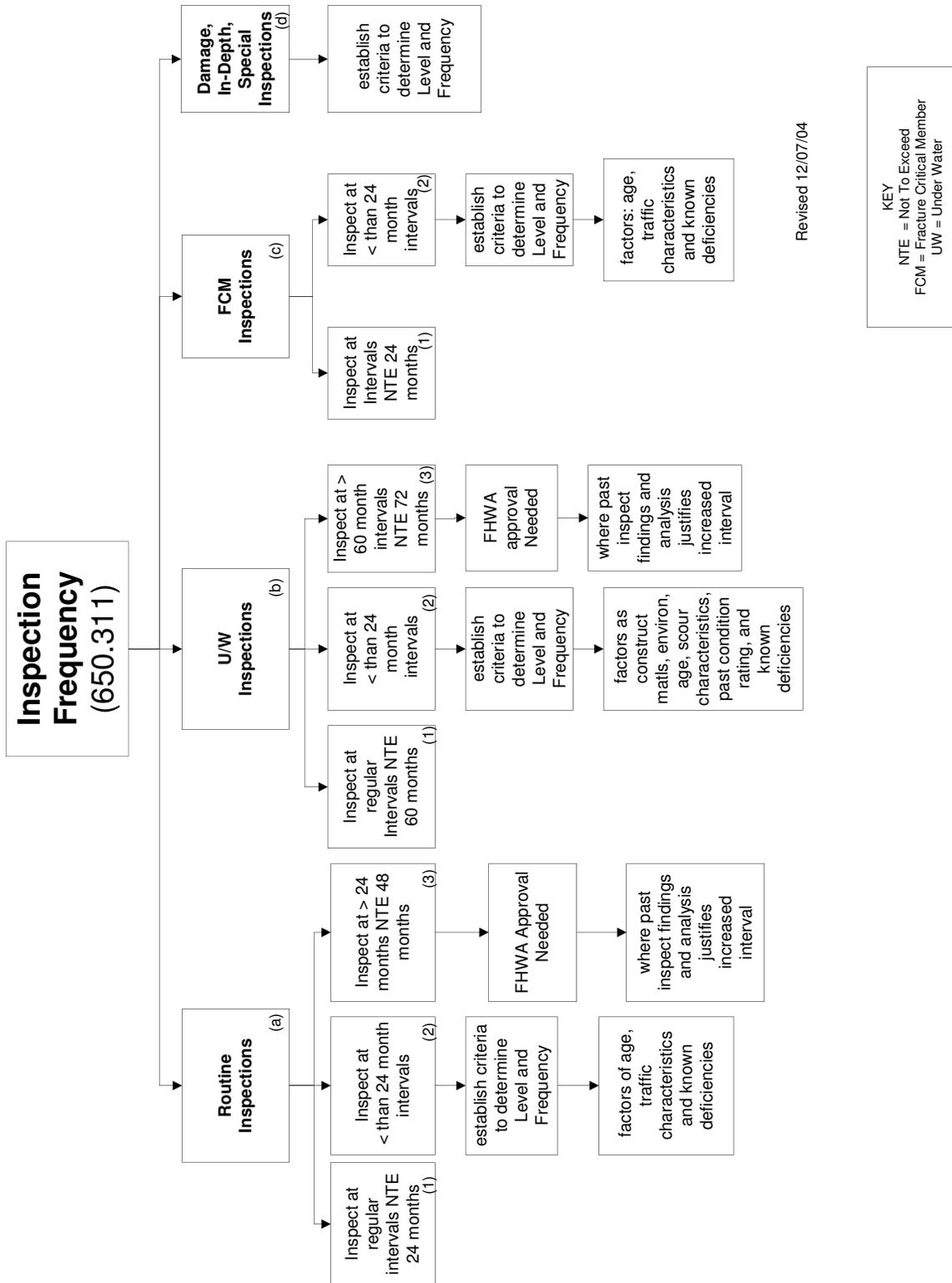
- 34.501 NBIS Regulation Qualifications of Personnel
- 34.502 NBIS Regulation Inspection Frequency
- 34.503 Bridge Inspection Experience and Training Report
- 34.504 Bridge Program Manager Agreement
- 34.505 Bridge Records
- 34.506 Individual Bridge Record
- 34.507 Local Agency Bridge Program Quality Assurance Checklist

**NBIS Regulation
Qualifications
of Personnel
(650.309)**



Revised 12/07/04

Revised NBIS Regulation



Revised 12/07/04

KEY
NTE = Not To Exceed
FCM = Fracture Critical Member
UW = Under Water



**Bridge Inspector Experience
and Training Record**

| | |
|------------------|------|
| Team Leader Name | Date |
|------------------|------|

| |
|-------------|
| Agency Name |
|-------------|

| Education | | | |
|------------------|-------|-------|--------|
| Institution | Major | Years | Degree |

| Professional Registration | | |
|----------------------------------|---------------|---------------------|
| State | Branch/Agency | Registration Number |

| Bridge Inspection Training | | | |
|-----------------------------------|-------|---------|-------|
| Course | Hours | Sponsor | Dates |

| Special Technical Course | | | |
|---------------------------------|-------|---------|-------|
| Course | Hours | Sponsor | Dates |

| Bridge Inspection Experience | | |
|-------------------------------------|---------------|-------|
| Agency/Firm | Bridge Duties | Years |

To the best of my knowledge, the above information is true and accurate.

Team Leader's Signature _____ Date _____

Having reviewed the above information, I conclude that this individual meets the minimum qualifications for a bridge inspection team leader as specified in the current National Bridge Inspection Standards.

Team Leader's Supervisor's Signature _____ Date _____

Supervisor's Name (Print) _____ Title _____

DOT Form 234-100 EF
8/98

Appendix 34.504 Bridge Program Manager Agreement

AGENCY _____ AGENCY NO. _____

In accordance with Title 23, Code of Federal Regulations, Part 650 - Bridges, Structures, and Hydraulics, Subpart C – The National Bridge Inspection Standards (NBIS) the Washington State Department of Transportation (WSDOT) in its role as the Washington State Bridge Inspection Organization is responsible to inspect, or to cause to be inspected, all highway bridges located on public roads that are fully or partially within the State’s boundaries, except for bridges owned by Federal agencies. The NBIS contains provisions to allow delegation of bridge program functions identified in §650.307(c)(2).

The individual in charge of the bridge program as defined in the NBIS is the Bridge Program Manager. The overall Program Manager for Local Agency owned bridges in Washington State is the WSDOT Local Agency Bridge Engineer. The individual delegated Program Manager status within an agency and deemed in charge of the Agency Bridge Program for that agency is the Agency Bridge Program Manager. While delegation of Program Manager is allowed, such delegation does not relieve WSDOT of any of its responsibilities under the NBIS.

Agency Bridge Program Manager status is assigned to a specific qualified individual within a specific agency. Any change of employment of the Agency Bridge Program Manager requires re-delegation by the WSDOT Local Agency Bridge Engineer of Bridge Program Manager status to another qualified person within that specific agency.

A qualified person within a Local Agency who accepts Bridge Program Manager status agrees to:

- Adhere to the Washington State Bridge Inspection Manual and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in NBIS.
- Provide overall leadership and be available to the inspection team leaders to provide guidance.
- Supervise or provide Bridge Program quality control to ensure that the requirements of the NBIS are met. This includes review of inspection reports and approval of the Team Leaders work, overseeing bridge inspection schedules, ensuring that all analysis, reporting, and inventory requirements are met, and critical deficiencies are addressed in a timely manner. Support staff may be Private Consultant or State Services.

The qualified person within a Local Agency who accepts Bridge Program Manager Status:

Bridge Program Manager (Name)

Bridge Inspector Cert. No.

Mayor or Chairman

Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Approved By:

Highways and Local Programs
Engineering Services Manager

Date

A 34.505.1 General

The on-site inspection of each bridge is important for gathering information about the bridge's structural condition and adequacy. This information must be stored as a permanent bridge record. Such a record provides a useful and accurate history. It also contains information on previous repairs and provides others with ready access to information.

Each agency is responsible for maintaining a bridge file for each bridge within its jurisdiction. A detailed list of information that should be in the bridge file is listed and described in Chapter 1 of the Washington State Bridge Inspection Manual (WSBIM). Another reference for a detailed list of the information that should be included in the bridge file can be found in American Association of State Highway and Transportation Officials (AASHTO) Manual for the Condition Evaluation of Bridges, First Edition, 2008. When inclusion of this information in the bridge file is not possible or impractical, reference to the location where it can be found will suffice.

In addition, agencies are required to maintain a record of other general information. This information may be requested during the quality assurance review of the bridge inspection program. The following general information should be on file:

- An experience and training record for each lead inspector.
- A master list of all bridges within the agency's jurisdiction. This list should identify bridges that have fracture critical members, require underwater inspection, and/or warrant special inspection because of their design features, location, or strategic importance.

A 34.505.1 Individual Bridge Records

A permanent record on each bridge must be maintained. This record provides a history of the bridge's condition, maintenance, and inventory data. This information must be kept current.

- A. Washington State Bridge Inventory System (WSBIS) Inventory Coding Form** – A copy of the completed WSBIS Inventory Coding Form must be in the bridge file as a ready source of the current bridge information. The procedures for establishing, maintaining, and updating the inventory information is described in detail in WSBIM Chapter 2.
- B. Bridge Inspection Reports** – Copies of all on-site inspection reports must be kept in the individual bridge file and must be signed by the Team Leader responsible for the inspection. The reports provide specific details

about the bridge's condition, how conditions have changed over time, and any previous repairs or maintenance performed. This information is reviewed prior to each bridge on-site visit to prepare the inspector for the conditions or problems they may encounter. Procedures for completing bridge inspection reports are covered in WSBIM Chapter 3 and in the Federal Highway Administration (FHWA) Bridge Inspector Reference Manual (BIRM).

- C. **Critical Damage Bridge Repair Report** – A copy of the Critical Damage Bridge Repair Report must be kept in the bridge file. This report provides evidence that formal recommendations to correct major bridge damage were made and acted upon in a timely manner, ensuring the safety of the public. See WSBIM Chapter 6 for more information.
- D. **Photographs** – Labeled and dated copies of elevation and deck photographs of the bridge must be kept in the bridge file. The label should include the structure ID, bridge name, bridge number, inspector's initials, and a description including orientation. Whenever the bridge's condition changes, new photographs should be taken and added to the file. An agency may also keep on file photographs of problems or deficiencies discovered at the bridge (e.g., section loss in a deteriorating piling or significant spalling on a bridge deck). These photographs can provide documentation of existing or developing problems that could lead to repairs. Deterioration requiring a repair should be documented with a photo. The photo is then referenced in the note describing the deterioration and in the repair note initiating the repair. Once the repair is complete, a follow up photo is taken as part of the repair verification procedure.
- E. **Plans** – Most bridges will have detailed design plans used for the construction of the bridge and final drawings reflecting the as-built condition of the bridge. These plans should be kept in the bridge file or a note should be included with location of any plans that are too bulky to fit in the file itself. If these plans are not available, a detailed sketch of the bridge needs to be made showing bridge length, width, span length, clearances, and a typical section with bridge materials and dimensions.
- F. **Calculations** – Bridge calculations necessary for inclusion in the bridge file are detailed in WSBIM Chapter 5.

A copy of the stamped, signed and dated load rating must be kept in the bridge file. Include a note in the bridge file with location of any load rating that is too bulky to fit in the file itself. Load test data should be included for any field load tests.

Scour elevations must also be included in the bridge file. The scour evaluation must include the code entered in WB76 - 80 and a Plan of Action for high water events if a bridge is determined to be scour critical.

- G. **Correspondence** – All letters regarding the inspection, maintenance, or ownership of the bridge should be kept in the bridge file. This may include correspondence from FHWA, WSDOT, other agencies, and/or individuals.
- H. **Inspection Procedures** – Each agency is required to develop and maintain procedures that address the special features of a bridge. Special features include fracture critical members, underwater elements, or any other feature requiring special inspection due to location, strategic importance, or special design features.
- The members that require an underwater inspection shall be identified and the inspection procedures specified. Waters deeper than 4 feet will normally require a diver that is trained in bridge inspections. Wading types of inspections can usually be performed by regular bridge inspection teams as part of the structural inspection. Detailed procedures for conducting these inspections are in WSBIM Chapter 3.
- I. **Other Information** – All other information gathered about the bridge should be kept on file. This includes details about maintenance work performed, special reports or studies, heat straightening, damage, and paint reports.

A 34.505.3 Master List

The purpose of a master list is to assist in the management of non-routine inspections, bridges needing special inspection and/or inspection equipment. Each agency is required to maintain a master list of:

- Bridges with fracture critical members
- Bridges requiring underwater diving inspections
- Bridges with special features (e.g., segmental bridges)

It is recommended that each agency maintain a master list of:

- Bridges that are scour critical
- Load posted bridges
- Bridges requiring an Under Bridge Inspection Truck to inspect limited access members
- Short span bridges
- Bridges needing repairs
- Bridges needing traffic control for routine inspections
- Fatigue cracked bridges
- Environmentally sensitive bridges
- Bridges needing deck replacement

- Bridges that are seismic vulnerable
- Bridges needing painting

This information can be used to plan, schedule, and monitor the special inspections. At a minimum, the following information must be included for each bridge:

- Bridge type and location
- Type and frequency of inspection required
- Location of particular members to be inspected
- Inspection procedures to be used
- Type of special equipment required
- Previous inspection dates
- Most recent inspection findings
- Any follow-up action taken as a result of the most recent inspection findings

Bridges are added to the master list when they are identified as needing an underwater, fracture critical, or special features inspections. As these inspections are performed, the master list is updated with the most current information. Bridges are kept on the master list throughout their service life, unless the bridge's category (e.g., fracture critical, special features) changes.

A 34.505.4 Bridge Construction Files

Bridge construction files should include the following:

- Construction Plans
- As-built Drawings
- Specifications
- Shop and Working Drawings
- Material Certification
- Material Test Data

A 34.505.5 Short Span Bridges

Short span bridges (see WSBIM Chapter 7) are bridges or multiple culverts having an opening of 20 feet or less. The short span bridges are generally not reported to the Federal Highway Administration. Washington State encourages the reporting of short span bridge information because of concerns about their condition and possible maintenance repairs required.

A 34.505.6 Inspector Qualifications

The NBIS outline the minimum training and experience required for the head of the bridge inspection organization or Program Manager and the lead bridge inspector or Team Leader. Each agency is required to maintain a record of qualifications for each of its bridge inspection personnel. The agency needs to include the names and qualifications of each individual performing bridge inspections.

The Bridge Inspector Experience and Training Record Form was developed for this purpose. The form is completed by the head of the bridge inspection organization who verifies that lead inspectors meet the qualifications. The completed form is sent to the WSDOT Local Agencies Bridge Engineer for review and the issuance of a bridge inspector identification number. This number is required on the inspection reports. A copy of the completed form is kept on file with the agency.

Each agency is responsible for keeping this information current. During the quality assurance review process, agencies may be asked to verify the qualifications of their inspectors.

**Bridge Program Files (Chapter 34)
Washington State Bridge Inspection Manual (WSBIM) Chapter 6**

Individual Bridge Record

Bridge Name _____
 Bridge Number _____ Structure I.D. _____

Date
Initials or N/A

_____ _____ Current Washington State Bridge Inventory Coding Form (WSBIS)
 _____ _____ Inspection date is current
 _____ _____ Data is complete and correct (WSBIM Chapter 2)

_____ _____ Bridge Condition Inspection Report History
 _____ _____ Reports signed and dated by qualified Team Leader
 _____ _____ Team Leader qualification and training file up-to-date
 _____ _____ History complete according to inspection frequency

_____ _____ Critical Finding (WSBIM Chapter 7)
 _____ _____ Critical Damage Bridge Repair Report
 _____ _____ Follow-up information (Inspection/Design/Repair)
 _____ _____ Conclusion (Bridge reopened or permanently closed)

_____ _____ Photographs (deck and elevation at a minimum)
 _____ _____ Date, description, orientation, inspector's initials
 _____ _____ Location if not in individual bridge file

_____ _____ Bridge plans or detailed drawings
 _____ _____ Plans do not exist
 _____ _____ Location if not in individual bridge file

_____ _____ Scour Analysis (WSBIM Chapter 5)
 _____ _____ Bridge is not over water
 _____ _____ Analysis defines the WB76-80 Scour Code

_____ _____ If Scour Critical
 _____ _____ Action plan
 _____ _____ Bridge is included on Scour Critical Master List

| Initials | Date or N/A | |
|----------|----------------|---|
| _____ | _____ | Load Rating (WSBIM Chapter 5) |
| _____ | _____ | _____ Stamped, signed, and dated by Professional Engineer |
| _____ | _____ | _____ WB72-93 coded correctly per load rating |
| _____ | _____ | _____ Bridge is posted if necessary |
| _____ | _____ | _____ Bridge is included on master list of posted bridges |
| _____ | _____ | _____ WB76-60 coded correctly |
| _____ | _____ | _____ WB75-51 through WB77-55 correctly coded |
| _____ | _____ | _____ Location if not in individual bridge file |
| _____ | _____ | General Correspondence |
| _____ | _____ | Inspection Procedures (WSBIM Chapter 3) |
| _____ | _____ | _____ Bridge is Fracture Critical |
| _____ | _____ | _____ Bridge is on Fracture Critical Master List |
| _____ | _____ | _____ Fracture Critical procedures |
| _____ | _____ | _____ Bridge requires underwater inspection |
| _____ | _____ | _____ Bridge is on Under Water Inspection Master list |
| _____ | _____ | _____ Underwater Inspection procedures |
| _____ | _____ | _____ Bridge is Complex |
| _____ | _____ | _____ Bridge is Complex Bridge Master List |
| _____ | _____ | _____ Complex Bridge Inspection Procedures |
| _____ | _____ | Maintenance Records |
| _____ | _____ | _____ Maintenance recommendations on inspection report |
| _____ | _____ | _____ Maintenance initiation (signed, dated) |
| _____ | _____ | _____ Maintenance completed (signed, dated, description) |
| _____ | _____ | Other Information |
| _____ | _____ | _____ Special reports |

Agency:

Date:

Program Manager:

Name:

Experience:

Refresher Training:

Team Leader(s):

Name:

Experience:

Refresher Training:

Name

Experience:

Refresher Training:

Team Member(s):

Name

Experience:

Training:

Name

Experience:

Training:

Bridge Master List Information:

Number of Bridges in the Agencies Inventory:

Number of NBIS Bridges:

Number of NBI Bridges (on/under):

Number and Types of Specialty Inspections:

Number of Bridges Over Water:

| Type of Inspection: | No. Bridges: | Notes: |
|--------------------------|--------------|--------|
| Fracture Critical | | |
| Underwater | | |
| Complex Bridge (Not F/C) | | |
| Increased Frequency | | |
| Special Access | | |
| SD | | |
| FO | | |
| Valid Load Ratings | | |
| Load Posted | | |
| Scour Critical | | |
| Unknown Foundation | | |
| High Water POA's | | |

Bridge Inspection Procedures: See attached Bridge File Checklist for each structure reviewed.

Is a Laptop Used in the Field?

Are Manuals Available in Field?

| Bridge SID | 1) | 2) | 3) | 4) | 5) | 6) |
|---------------------------|----|----|----|----|----|----|
| Coding Accuracy | | | | | | |
| WSBIS Accuracy | | | | | | |
| Notes | | | | | | |
| Sketches (in BW?) | | | | | | |
| Procedures (in BW?) | | | | | | |
| Photos (in BW?) | | | | | | |
| Repairs/Maint. | | | | | | |
| Load Posting/Codes/Photo | | | | | | |
| LR Summary (In BW?) | | | | | | |
| Scour Codes/Justification | | | | | | |
| POA's (in BW?) | | | | | | |

Bridge Inspection Procedure, continued.

Are Consultant inspectors used for any Bridge inspections?

Are 2-man inspection teams scheduled?

Is the Bridge Program Manager involved in the Quality Control of Bridge Inspections?

Inspection Equipment:

| Equipment | Agency Owned/Rented | Availability |
|----------------------------|---------------------|--------------|
| Ladder | | |
| Manlift | | |
| UBIT/Under Bridge Platform | | |
| Boat | | |
| Climbing Gear | | |
| NDT | | |

Inspection Finding Follow-up:

Does inspection team have ability to immediately close a bridge if necessary?

What is process for closing a bridge because of a Critical Finding?

Is the repair list tab up-to-date in Bridge Works?

Do notes referencing maintenance progress exist in inspection report?

How is maintenance funded?

How is maintenance scheduled/closed out?

How are required signs inventoried/ verified?

General Notes:

41.1 General Discussion

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

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

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

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

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

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

See Section 43.4 for information on Value Engineering.

41.2 Work Zone Safety and Mobility

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

41.3 Intelligent Transportation Systems (ITS)

Intelligent Transportation Systems (ITS) improve transportation safety and mobility and enhance productivity through the use of advanced communications technologies and their integration into the transportation infrastructure and in vehicles. These systems encompass a broad range of wireless and wire line communications-based information and electronics technologies.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- | | | |
|-----------------|--------------------------|--|
| CASH | <input type="checkbox"/> | IN THE AMOUNT OF _____ |
| CASHIER'S CHECK | <input type="checkbox"/> | _____ DOLLARS |
| CERTIFIED CHECK | <input type="checkbox"/> | (\$ _____) PAYABLE TO THE STATE TREASURER |
| PROPOSAL BOND | <input type="checkbox"/> | IN THE AMOUNT OF 5% OF THE BID |

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

FIRM NAME _____

(ADDRESS) _____

PROPOSAL MUST BE SIGNED →

- le
- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.
 - (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "WSDOT Capital Facilities Projects" of the Instructions to Bidders for building construction jobs.
 - (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication _____

Appendix 44.73 Local Agency Bid Proposal Package

Local Agency Bid Proposal Package

Local Agency Proposal Package Data Entry

Local Agency Proposal Certification for Federal-Aid Contracts (DOT Form 272-040A EF)

Local Agency Proposal Bond (DOT Form 272-001A EF)

Local Agency Non-Collusion Declaration (DOT Form 272-036I EF)

Local Agency Disadvantaged Business Enterprise Utilization Certification (DOT Form 272-056A EF)

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document (DOT Form 422-031A EF)

Local Agency Ad and Award Contract Proposal - Signature Page (DOT Form 272-036J EF)

Local Agency Proposal - Signature Page (DOT Form 272-036K EF)

Local Agency Subcontractor's List (DOT Form 271-015A EF)
(This form (DOT 271-015A EF) must be included in the bid proposal package, if the bid on a prime contract is expected (per the Engineer's Estimate) to cost one million dollars or more.)

Local Agency Contract Bond - Highway Construction (DOT Form 272-002A EF)

Local Agency Contract Bond- Building Construction (DOT Form 272-003A EF)

Local Agency Contract - Highway Construction (DOT Form 272-006A EF)

Local Agency Contract - Building Construction (DOT Form 272-008A EF)

Local Agency Contractor Prequal. Questionnaire and Affid. for Region Ad and Award Contracts (\$100,000 or Less) (DOT Form 272-063A EF)

List View

Close

1. Local Agencies must use DOT Form [272-056A](#) and [422-031A](#) on all projects that have an established DBE goal.
2. Local Agencies may delete DOT Form [272-063A](#).

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

Local Agency Bid Proposal Package - Data Entry

Enter the Appropriate Information for the Local Agency Proposal Package

Local Agency:

Local Agency Address:

City

State

Zip Code

Is this Bid Package for a Federal or State project?

Federal State

Enter the Road or Bridge Name

Enter the Mileposts (include "MP") or Project Limits

Enter the Project Title

Enter Agency Job Number(s)

Enter the Federal Aid Number(s) and TA Number

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

Local Agency Bid Proposal Package - Data Entry

Enter the Federal Aid Number(s) and TA Number

Bid Open Time (24 hour clock)

Enter the Agency street address for the Bid Opening

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

City Zip Code

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

Address

City Zip Code

Enter the Fax Number for Bid Changes

Expedite / Bidx.com Option

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

"Sealed bids will be received by at , , Washington , until , or at " , ,

Local Agency Bid Proposal Package – Data Entry
(Page 2 of 3)

Local Agency Bid Proposal Package - Data Entry

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

Click on forms to include in this Bid Package

Enter Correct Page Letter

- | | |
|---|-------|
| <input type="checkbox"/> Certification for Federal Aid Contracts (272-040A) Required for all Federal Aid jobs over \$100,000 | _____ |
| <input type="checkbox"/> Proposal Bond (272-001A) Use when bid bond is required | _____ |
| <input type="checkbox"/> Non-Collusion Declaration (272-036I) Required for all Federal Aid jobs | _____ |
| <input type="checkbox"/> DBE Documentation Reminder Page Required for Federal Aid jobs with DBE Condition of Award goals | _____ |
| <input type="checkbox"/> DBE Utilization Certification (272-056A) Required for Federal Aid jobs with DBE Condition of Award goals | _____ |
| <input type="checkbox"/> DBE Written Confirmation Document (422-031A) Required for Federal Aid jobs with DBE Condition of Award goals | _____ |
| <input type="checkbox"/> Subcontractor's List (271-015A EF) Required for all jobs over \$1,000,000 | _____ |
| <input type="checkbox"/> Region Ad and Award Contract Proposal - Signature Page (272-036J) Used only for contracts \$50,000 or less when no bond is required | _____ |
| <input type="checkbox"/> Proposal - Signature Page (272-036K) Required for all jobs over \$1,000,000 | _____ |

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

Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

SR

DOT Form 272-040A EF
07/2011

**Local Agency Proposal Certification for Federal-Aid Contracts
(DOT Form 272-040A EF)**

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the

a corporation duly organized under the laws of the state of _____, and

authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the _____ within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

SR

DOT Form 272-001A EF
07/2011

Local Agency Proposal Bond (DOT Form 272-001A EF)

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SR

DOT Form 272-0361 EF
07/2011

Non-Collusion Declaration (DOT Form 272-0361 EF)

Local Agency Disadvantaged Business Enterprise Utilization Certification

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

_____ certifies that the Disadvantaged Business Enterprise (DBE)
(Box 1) Name of Bidder

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

| Column 1 Name of DBE Certificate Number | Column 2 * Project Role (Prime, Joint Venture, Subcontractor, Regular Manufacturer, Dealer) | Column 3 Description of Work | Column 4 ** Amount to be Applied Towards Goal |
|--|---|---------------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____
Box 2 Box 3 ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

DOT Form 272-056A EF
07/2011

Local Agency Disadvantaged Business Enterprises Utilization Certification (DOT Form 272-056A EF)

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

DBE Signature: _____

DBE's Title: _____

Date: _____

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

Description of Work: _____

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011

Local Agency Disadvantaged Business Enterprise (DBE)
Written Confirmation Document (DOT Form 422-031A EF)

Local Agency Signature Page

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must be Signed 

Firm Name _____

Address _____

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number on in your communication _____.
- (4) RCW 47.28.030 (2) applies: No bid deposit or performance bond shall be required but it shall be specified in the bidding proposal that each month the contractor may be required to submit paid invoices showing that disbursements have been made to laborers, materialmen, mechanics, and subcontractors due such persons from the previous progress payment. If such disbursements have not been made, the monthly progress payment shall be withheld pending receipt of the paid invoices.

SR

DOT Form 272-036J EF
07/2011

Local Agency Signature Page (DOT Form 272-036J EF)

Local Agency Proposal - Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- Cash In the Amount of _____
Cashier's Check _____ Dollars
Certified Check (\$ _____) Payable to the State Treasurer
Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

Firm Name _____

Address _____

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the _____ will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

SR

DOT Form 272-036K EF
07/2011

Local Agency Proposal - Signature Page (DOT Form 272-036K EF)

| |
|----------------------|
| Local Agency Name |
| Local Agency Address |

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the prime contract bidder's proposed HVAC, plumbing and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Bidder's are notified that in the opinion of the enforcement agency PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project.
A licensed electrical contractor must be listed to perform the work.

SR

DOT Form 271-015A EF
07/2011

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

Local Agency Contract Bond - Highway Construction

KNOW ALL MEN BY THESE PRESENTS, That

of _____, as Principal, and
as Surety, are jointly and severally held and bound unto the _____, in the penal sum of

Dollars (\$ _____), the payment of which we jointly and severally bind ourselves,
our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the
day of _____ A.D., _____, the said

Principal, herein, executed a certain contract with the _____, by the terms, conditions, and provisions of
which contract the said

Principal, herein, agree to furnish all material and do certain work, to wit: That

will undertake and complete the construction of _____,

according to the maps, plans and specifications made a part of said contract, which contract as so
executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a
part hereof as fully for all purposes as if here set forth at length. This bond shall cover all approved
change orders as if they were in the original contract. Similarly, the bond shall cover payment of all
taxes incurred on said contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes
imposed on the Principle under Title 82 RCW.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the
terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and
perform all matters and things by them undertaken to be performed under said contract, upon the terms
proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all
laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor
or subcontractor with provisions and supplies for the carrying on of such work, and shall pay all taxes
pursuant to Title 50, and 51, and 82 RCW, and shall in all respects, faithfully perform said contract
according to law, then this obligation to be void, otherwise to remain in full force and effect.

SR

DOT Form 272-002A EF
07/2011

Local Agency Contract Bond - Highway Construction (DOT Form 272-002A EF)
(Page 1 of 2)

WITNESS our hands this _____ day of _____, _____

_____ (Principal)

_____ (Attorney-in-fact, Surety)

_____ Name and Address Local Office of Agent

APPROVED:

Local Agency: _____

Title: _____

By: _____

Date: _____, _____

Surety Bond No.

Contract No.

SR

DOT Form 272-002A EF
07/2011

Local Agency Contract Bond - Highway Construction (DOT Form 272-002 EF)
(Page 2 of 2)

Local Agency Name

**Local Agency Contract Bond -
Building Construction**

KNOW ALL MEN BY THESE PRESENTS, That

of _____, as Principal, and
as Surety, are jointly and severally held and bound unto the _____, in the penal sum of

Dollars (\$ _____), for payment of which we jointly and severally bind ourselves,
our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the
day of _____ A.D., _____, the said

Principal, herein, executed a certain contract with the State of Washington, by the terms, conditions, and
provisions of which contract the said

Principal, herein, agree to furnish all material and do certain work, to wit: That

will undertake and complete the construction of _____,

according to the Contract Documents made a part of said contract, which contract as so executed, is
hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as
fully for all purposes as if here set forth at length. This bond shall cover all approved change orders as
if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with
the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do
and perform all matters and things by them undertaken to be performed under said contract, upon the
terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall
pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such
contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in
all respects, faithfully perform said contract according to law, and shall further indemnify, save
harmless and reimburse said _____ from and for any defect or defects in any of the workmanship or materials
entering into any part of the work of the contractor performed pursuant to this contract, which shall
develop or be discovered within one year after the final acceptance of said contract, then this obligation
to be void, otherwise to remain in full force and effect, provided, the liability hereunder for defects in
materials or workmanship for a period of one year after the acceptance of the work shall not exceed the
sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this Bond.

SR

DOT Form 272-003A EF
07/2011

Local Agency Contract Bond - Building Construction (DOT Form 272-003A EF)
(Page 1 of 2)

WITNESS our hands this _____ day of _____, _____

(Principal)

(Attorney-in-fact, Surety)

Name and Address Local Office of Agent

APPROVED:

Local Agency: _____

Title: _____

By: _____

Date: _____, _____

Surety Bond No.

Contract No.

SR

DOT Form 272-003A EF
07/2011

Local Agency Contract Bond - Building Construction (DOT Form 272-003A EF)
(Page 2 of 2)

Local Agency Contract

THIS AGREEMENT, made and entered into this _____ day of _____, _____
between the _____, and the _____
_____ under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

_____ in accordance with and as described in the attached plans and specifications, and the standard specifications of the _____ which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by _____.

II. _____ hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

SR

DOT Form 272-006A EF
07/2011

Local Agency Contract - Highway Construction (DOT Form 272-006A EF)
(Page 1 of 2)

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

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor _____, _____.

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____, _____

SR

DOT Form 272-006A EF
07/2011

Local Agency Contract - Highway Construction (DOT Form 272-006A EF)
(Page 2 of 2)

Local Agency Contract

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

under and by virtue of Title 39 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

_____ in accordance with and as described in the attached Contract Drawings and Project Manual, which are by this reference incorporated herein and made a part hereof, and as directed shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by _____.

II. _____ hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached Contract Drawings and Project Manual and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Schedule of Values and Contracts Sum at the time and in the manner and upon the conditions provided for in this contract.

SR

DOT Form 272-008A EF
07/2011

Local Agency Contract - Building Construction (DOT Form 272-008A EF)
(Page 1 of 2)

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

IV. It is further provided that no liability shall attach to by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of _____
the day and year first above written.

Executed by the Contractor _____, _____.

_____ (Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____, _____

SR

DOT Form 272-008A EF
07/2011

Local Agency Contract - Building Construction (DOT Form 272-008A EF)
(Page 2 of 2)

**Sample City Letter of Financial Responsibility
Appendix 44.74 (for State Ad and Award Only)**

Department of Transportation
Transportation Building
P.O. Box 47390
Olympia, Washington 98504-7308

Re:

(State Ad and Award)
Award of Project

Attn:
Assistant Secretary, Highways and Local Programs

Gentlemen:

The Mayor of the city of _____ gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ the city agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

Mayor

Date

**Sample County Letter of Financial Responsibility
Appendix 44.75 (for State Ad and Award Only)**

Washington State Transportation Commission
Department of Transportation
Transportation Building
Olympia, Washington 98504

Re:

(State Ad & Award)
Award of Project

Attn:
Assistant Secretary, Highways and Local Programs

Gentlemen:

The Board of County Commissioners of _____ County gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated _____ the county agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

Chairman

Date

Appendix 44.76

Sample Estimate and Grouping (Metric)

Preliminary Estimate Dated: January 13, 1994

Title: North Ridge Road

Highway: Laramie County Road

Type of Work: Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.

Project: STPUL-6969(007)

County: Laramie

Total Length: Length of Project

Estimate Cost Data:

| | |
|-------------------------------|--------------------------|
| Contract Total | 391,507.50 |
| Engineering 15% | <u>58,726.13</u> |
| Total Cost of Project: | <u><u>450,233.63</u></u> |

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|---|---|----------------|---------|---------------|-----------------------------|
| 1 | Mobilization | Lump Sum | | Lump Sum | \$ 20,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | Lump Sum | 1,400.00 |
| 3 | Roadway Excavation Including Haul | m ³ | \$ 2.00 | 780.0 | 1,560.00 |
| 4 | Embankment Compaction | m ³ | 1.00 | 413.0 | 413.00 |
| 5 | Adjust Manhole | Each | 300.00 | 12.0 | 3,600.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 24.0 | 2,400.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 28,870.0 | 86,610.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 6,500.0 | 32,500.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 10.0 | 2,000.00 |
| 10 | Cement Contract Driveway 14 Day | m ² | 16.00 | 289.0 | 4,624.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Tonne | 15.00 | 10,283.0 | 154,245.00 |
| 12 | Topsoil Type B | m ³ | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 13,073.0 | 45,755.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 19.5 | 3,900.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 2.1 | 840.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 6,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 600.0 | 7,200.00 |
| 18 | Reconstruct Wooden Fence | Lin. m | 8.00 | 2,000.0 | <u>16,000.00</u> |
| | Contract Total | | | | <u><u>\$ 391,507.50</u></u> |
| Laramie County Road North Ridge Road | | | | | |

**Total Preliminary Estimate
Groups 1 and 2**

1/13/94

Project STPUL-6969(007)

Group No. 1
 Federal Participation

Description: Two 3.6 m lanes from Sta. 8+658.50 to Sta. 8+954.92
 F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 9 kilometers

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|----------|---|----------------|---------|---------------|----------------------|
| 1 | Mobilization | Lump Sum | | | \$15,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 1,000.00 |
| 3 | Roadway Excavation Including Haul | m ³ | \$ 2.00 | 590.0 | 1,180.00 |
| 4 | Embankment Compaction | m ³ | 1.00 | 313.0 | 313.00 |
| 5 | Adjust Manhole | Each | 300.00 | 9.0 | 2,700.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 18.0 | 1,800.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 21,660.0 | 64,980.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 4,900.0 | 24,500.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 7.0 | 1,400.00 |
| 10 | Cement Contract Driveway 14 Day | m ² | 16.00 | 209.0 | 3,344.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Tonne | 15.00 | 7,773.0 | 116,595.00 |
| 12 | Topsoil Type B | m ³ | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 10,409.0 | 36,431.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 14.8 | 2,960.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 1.6 | 640.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 5,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 500.0 | 6,000.00 |
| 18 | Reconstruct Wooden Fence | Lin. m | 8.00 | 2,000.0 | 16,000.00 |
| | Group Subtotal | | | | \$ 302,303.50 |
| | Engineering 15 Percent | | | | 45,345.53 |
| | Group 1 F.A. Total | | | | <u>\$ 347,649.03</u> |

Laramie County Road
 North Ridge Road

Group 1 Estimate

1/13/94

Project STPUL-6969(007)

Group No. 2
Local Funds Only

Description: Two 3.6 m lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 3 kilometers

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|----------|---|----------------|---------|---------------|----------------------|
| 1 | Mobilization | Lump Sum | | | \$ 5,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 400.00 |
| 3 | Roadway Excavation Including Haul | m ³ | \$ 2.00 | 190.0 | 380.00 |
| 4 | Embankment Compaction | m ³ | 1.00 | 100.0 | 100.00 |
| 5 | Adjust Manhole | Each | 300.00 | 3.0 | 900.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 6.0 | 600.00 |
| 7 | Gravel Base Class B | Tonne | 3.00 | 7,210.0 | 21,630.00 |
| 8 | Crushed Surfacing Top Course | Tonne | 5.00 | 1,600.0 | 8,000.00 |
| 9 | Asphalt for Tack Coat | Tonne | 200.00 | 3.0 | 600.00 |
| 10 | Cement Contract Driveway 14 Day | m ² | 16.00 | 80.0 | 1,280.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Tonne | 15.00 | 2,510.0 | 37,650.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. m | 3.50 | 2,664.0 | 9,324.00 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 4.7 | 940.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 0.5 | 200.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 1,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 100.0 | 1,200.00 |
| | Group Subtotal | | | | \$ 89,204.00 |
| | Engineering 15 Percent | | | | 13,380.60 |
| | Group 2 Local Funds Only Total | | | | <u>\$ 102,584.60</u> |

Laramie County Road
North Ridge Road

Group 2 Estimate

Appendix 44.76

Sample Estimate and Grouping (English)

Preliminary Estimate Dated: January 13, 1994

Title: North Ridge Road

Highway: Laramie County Road

Type of Work: Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.

Project: STPUL-6969(007)

County: Laramie

Total Length: Length of Project

Estimate Cost Data:

| | |
|-------------------------------|-------------------|
| Contract Total | 391,507.50 |
| Engineering 15% | 58,726.13 |
| Total Cost of Project: | <u>450,233.63</u> |

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|----------|---|----------|---------|---------------|-----------------------------|
| 1 | Mobilization | Lump Sum | | Lump Sum | \$ 20,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | Lump Sum | 1,400.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | \$ 2.00 | 780.0 | 1,560.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 413.0 | 413.00 |
| 5 | Adjust Manhole | Each | 300.00 | 12.0 | 3,600.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 24.0 | 2,400.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 28,870.0 | 86,610.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 6,500.0 | 32,500.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 10.0 | 2,000.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 289.0 | 4,624.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Ton | 15.00 | 10,283.0 | 154,245.00 |
| 12 | Topsoil Type B | Cu. Yd. | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 13,073.0 | 45,755.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 19.5 | 3,900.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 2.1 | 840.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 6,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 600.0 | 7,200.00 |
| 18 | Reconstruct Wooden Fence | Lin. Ft. | 8.00 | 2,000.0 | <u>16,000.00</u> |
| | Contract Total | | | | <u><u>\$ 391,507.50</u></u> |

Laramie County Road
North Ridge Road

**Total Preliminary Estimate
Groups 1 and 2**

1/13/94

Project STPUL-6969(007)

Group No. 1
 Federal Participation

Description: Two 12 ft. lanes from Sta. 8+658.50 to Sta. 8+954.92
 F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 5.614 miles

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|----------|---|----------|---------|---------------|----------------------|
| 1 | Mobilization | Lump Sum | | | \$15,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 1,000.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | \$ 2.00 | 590.0 | 1,180.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 313.0 | 313.00 |
| 5 | Adjust Manhole | Each | 300.00 | 9.0 | 2,700.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 18.0 | 1,800.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 21,660.0 | 64,980.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 4,900.0 | 24,500.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 7.0 | 1,400.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 209.0 | 3,344.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Ton | 15.00 | 7,773.0 | 116,595.00 |
| 12 | Topsoil Type B | Cu Yd. | 6.00 | 410.0 | 2,460.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 10,409.0 | 36,431.50 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 14.8 | 2,960.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 1.6 | 640.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 5,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 500.0 | 6,000.00 |
| 18 | Reconstruct Wooden Fence | Lin. Ft. | 8.00 | 2,000.0 | 16,000.00 |
| | Group Subtotal | | | | \$ 302,303.50 |
| | Engineering 15 Percent | | | | 45,345.53 |
| | Group 1 F.A. Total | | | | <u>\$ 347,649.03</u> |

Laramie County Road
 North Ridge Road

Group 1 Estimate

1/13/94

Project STPUL-6969(007)

Group No. 2
Local Funds Only

Description: Two 12 ft. lanes from Sta. 8+954.92 to Sta. 9+054.70
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 1.900 miles

| Item No. | Description | Unit | Price | Unit Quantity | Amount |
|----------|---|----------|---------|---------------|----------------------|
| 1 | Mobilization | Lump Sum | | | \$ 5,000.00 |
| 2 | Clearing and Grubbing | Lump Sum | | | 400.00 |
| 3 | Roadway Excavation Including Haul | Cu. Yd. | \$ 2.00 | 190.0 | 380.00 |
| 4 | Embankment Compaction | Cu. Yd. | 1.00 | 100.0 | 100.00 |
| 5 | Adjust Manhole | Each | 300.00 | 3.0 | 900.00 |
| 6 | Adjust Catch Basin | Each | 100.00 | 6.0 | 600.00 |
| 7 | Gravel Base Class B | Ton | 3.00 | 7,210.0 | 21,630.00 |
| 8 | Crushed Surfacing Top Course | Ton | 5.00 | 1,600.0 | 8,000.00 |
| 9 | Asphalt for Tack Coat | Ton | 200.00 | 3.0 | 600.00 |
| 10 | Cement Contract Driveway 14 Day | Sq. Yd. | 16.00 | 80.0 | 1,280.00 |
| 11 | Asphalt Concrete Pavement Class B Excluding Paving Asphalt | Ton | 15.00 | 2,510.0 | 37,650.00 |
| 13 | Cement Concrete Curb & Gutter | Lin. Ft. | 3.50 | 2,664.0 | 9,324.00 |
| 14 | Lane Marker Type 1 | Hundred | 200.00 | 4.7 | 940.00 |
| 15 | Lane Marker Type 2 | Hundred | 400.00 | 0.5 | 200.00 |
| 16 | One-Way Piloted Traffic Control | Estimate | | | 1,000.00 |
| 17 | Labor for Traffic Control | Hour | 12.00 | 100.0 | 1,200.00 |
| | Group Subtotal | | | | \$ 89,204.00 |
| | Engineering 15 Percent | | | | 13,380.60 |
| | Group 2 Local Funds Only Total | | | | <u>\$ 102,584.60</u> |

Laramie County Road
North Ridge Road

Group 2 Estimate

Topics for Interagency Coordination

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|--|---------------------------------|--|--|---|
| Air Pollution | DOE | Air pollution from newly constructed point source asphalt plant, rock crusher, etc.). | Prior to commencing construction. | RCW 70.94.152 |
| Airport-Roadway Clearance | FAA | Airspace intrusion of roadway facility (proposed construction in the vicinity of public use/military airports may require FAA notice). | During design/prior to commencing construction. | FHPM 6-1-1-2 FAA Req. p.77 |
| Building Permit | County/City | Construction of any building – value of materials over \$500. | Prior to commencing construction. | RCW 36.21.080 |
| Coastal Zone Management | DOE | Applicants for federal permit/license are required to certify that the activity will comply with the state's Coastal Zone Management program (Shoreline Management Act). | When applying for permit. | CZMA Sec. 307, 16 USC 145, RCW 90-58 |
| Conditional Use Permit | Counties/Cities, DOE | Development within 61 m (200 feet) of water must be consistent with the local Shoreline Master Plan. | No permit if consistent. | RCW 36.70 |
| Cultural, Archaeological, or Historic Sites (Sec. 106) | OAHP, FHW, ACHPA | Suspected/actual, cultural/archaeological historic properties impacted by project. | During preparation of environmental document. | RCW 43.51.750, 36 CFR 800, 16 USC 470 Historic, Preservation Act #106 |
| Endangered/Threatened Species | USFWS/NMFS | Plant or animal species that are suspected to be or actually are, of endangered or threatened status. | During preparation of environmental document. | 16 USC 1531-1543 |
| Fish and Wildlife | USFWS, WS, | Departments of Fisheries and Game. | Consultant required when any waters are proposed to be modified or controlled. | During preparation of environmental document |
| Floodplains | DOE/Counties | Any structure/activity which may adversely the flood regime of any stream within the affect flood zone. | After/during preparation or environmental document. | State-Flood Control Zone Act of 1935 Federal EO 11988 (Floodplain Management) |
| Forest Practices Approval | DNR (Area Offices) | Public/private land capable of supporting merchantable timber – some activities: road construction, pits, pesticide use, hydraulic permits, shoreline permits, reforestation, etc. | Environmental document phase/prior to commencing construction. | WAC 222 |
| Hydraulics Permit | WS Depts. of Fisheries and Game | Projects that will use, divert, obstruct, or change the natural flow or bed of any state waters (culvert work, realignment, bridge replacement, etc.). | During/after preparation of environmental document. | RCW 75.20.100 |

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|--|--|--|--|---|
| Prime & Unique Farmland | Soil Conservation Services (USDOA) | Lands impacted are of prime or unique status. | During preparation of environmental document. | 7 CFR 650 |
| Restricted Hydro-Electric Land | FERC | Utilize land from a FERC Licensed Project. | During preparation of environmental document. | 18 CFR Part 2,.13 |
| "Section 4(f)" Lands | FHWA, Affected Agency DOI, HUD, and USDOA | Use of park and recreation lands, wildlife and waterfowl refuges, and historic sites of national, state or local significance. | During preparation of environmental document Amended 5/19/78), FHPM 7-7-2(20), 23 CFR 138. | 49 USC 1651 (f), DOT Act of 1966 #4 |
| Sewage Facilities | DOE/DSHS/ County | Construction modification of domestic/industrial wastewater facilities (sewer relocation, rest area construction, etc.) DOE: greater than 54 900 L/Day (14,500 gpd) surface water discharge, or a mechanical-treatment- process involvement. DSHS: 13 200 L/ Day (3,500 gpd) to 54 900 L/Day (14,500 gpd) County: less than 13 200 L/Day (3,500 gpd). | Prior to commencing construction. | RCW 90.48.110 WAC 173.240 |
| Shoreline Management Substantial Development | Counties/ Cities DOE | Shoreline development or construction valued at \$1,000 or more, or materially interfering with normal public use of water. | During preparation of environmental document. | RCW 90.58 |
| Short-Term Modification (Water Quality) | DOE | Short-term activities which may result in temporary reduction of water quality standard, and activities not subject to a waste discharge permit or water quality certification. | During design. | WAC 173-201-035 (8)(e), WAC 173-201-035 (5)(a), (WAC 173-102-100(2) |
| SM-2 Surface Mine Reclamation | DNR | Mining (pitsites, quarries), 0.8 ha (2 acres) or more/9 091 tonnes (10,000 tons) or more. | During preparation of environmental document. | WAC 22 — Forest Practices Act |
| Sole Source Aquifer | EPA | Any activity which may affect the aquifer recharge zone. | During preparation of environmental document. | SDWA P.L. 93-423 |
| State Waste Disposal | DOE | Discharge of waste material from sand and gravel washing, pit dewatering, or cement/asphalt plant discharge into state waters. | During design WAC 173-220. | RCW 90.48.160 |
| Temporary Air Pollution | Local Air Pollution Control Authority/ DOE | Pollutants above allowed levels for temporary periods. | Prior to commencing construction. | RCW 70.94 |
| Water Pollution Discharge (NPDES) | DOE | Discharge of pollutants into state surface waters. | During design. | WAC 173-220, FHPCA #402, 33 USC 1344, RCW 90.48.260 |

| Topic | Agency | Conditions Requiring | When to Initiate | References |
|---|---|---|---|--|
| Water Quality | DOE | Prior to issuance of a federal permit/license for activity which involves discharge into navigable waters, certification of compliance with state water quality standards is necessary. | During project development. | FHWA #401, RCW 90.48.260, WAC 173-225 |
| Water Rights | DOE | Appropriation of ground water or surface water. | Prior to putting water to use. | RCW 90.44, RCW 90.03.250 |
| Waters/ Wetlands (Sec. 404 -Dredge/Fill) | Army Corps of Engineers (Coordination with USFWS) | Discharging, dredging, or placing fill materials within waters of the USA or adjacent wetlands. | Early stages of project development. | Sec. 404 FWPCA 1972, 33 USC 1344 |
| Waterways (Sec. 10) | Army Corps of Engineers Coordination with USFWS) | Obstruction alteration, or improvement of any navigable water (rechanneling, piers, wharfs, dolphins, bulkheads, buoys, etc.). | Early stages of projects development. | Rivers and Harbors Act of 1899, 33 USC 401 #10 |
| Waterways (Sec. 9) | Coast Guard (Coordination with USFWS) | Bridges and causeways in navigable waters, including all tidal-influenced streams. | After design. | Rivers and Harbors Act of 1899, 33 USC #9 |
| Wetlands | USFWS or NMFS | Impact to lowlands covered with shallow and sometimes temporary/ intermittent waters (swamps, marches, bogs, sloughs, potholes, etc.). | During preparation of environmental document. | 49 USC 1651, EO 11990 (Protection of Wetlands) |
| Wild & Scenic Rivers | USFS/NPS | Impacts to rivers or streams in or having potential for designation in the National Wild and Scenic River System. | During preparation of environmental document. | |

LEGEND:

ACHP – Advisory Council on Historic Preservation
 CFR – Code of Federal Regulations
 CZMA – Coastal Zone Management Act
 DNR – Department of Natural Resources (State)
 DOE – Department of Ecology (State)
 DOI – U.S. Department of Interior
 DOT – U.S. Department of Transportation
 EO – Executive Order
 EPA – Environmental Protection Agency (federal)
 FAA – Federal Aviation Administration (DOT)
 FERC – Federal Energy Regulatory Commission
 FHWA – Federal Highway Administration (DOT)
 FWCA – Fish And Wildlife Coordination Act
 FWPCA – Federal Water Pollution Control Act
 FHPM – Federal Highway Program Manual

NMFS – National Marine Fisheries Service (Department of Commerce)
 NPDES – National Pollutant Discharge Elimination System
 NPS – National Park Service (DOI)
 OAHP – Office of Archaeology and Historic Preservation (State)
 RCW – Revised Code of Washington
 SDWA – Safe Drinking Water Act
 USC – United States Code
 USDOA – U.S. Department of Agriculture
 USFS – U.S. Forest Service (USDOA)
 WAC – Washington Administrative Code
 WS – Washington State

Appendix 44.78

Local Agency Plans Preparation Checklist



**Washington State
Department of Transportation**

Local Agency Plans Preparation Checklist

| | | | | |
|--|--------------|---------------------------------|-----------------|--------------|
| Rd/St. No./Name | Project No. | P.I.N. | Federal Aid No. | Local Agency |
| Job Title | | | | Program |
| Design Engineer | Phone Number | Reviewer | Phone Number | |
| X Items Required On This Project | | IN Initial When Complete | | |
| Permits & Approvals | | N/A | X | IN |
| Army Corp of Eng. (Sec. 10 Or Sec. 404) | | | | |
| FAA Airport/Highway Clearance | | | | |
| FERC Restricted Hydro-Electric Land | | | | |
| USFWS Wetlands Report | | | | |
| USFWS/NMFS Endangered/Threatened Species | | X | | |
| Soil Conservation Service Prim & Unique Farmlands | | | | |
| Nat/ Forest Restriction | | | | |
| Park Restriction (4 (f)) | | | | |
| OAHP Historic/Archaeological (Sec. 106) | | X | | |
| EPA Sole Source Aquifer | | | | |
| Dept's Of Fish And Wildlife HPA | | | | |
| DOE Water Quality Cert. | | | | |
| DOE/Counties Flood Plains | | | | |
| DOE Coastal Zone Management Act | | | | |
| DOE Discharge of Pollutants into Surface Water (NPDES) | | | | |
| DOE State Waste Disposal | | | | |
| DOE Short Term Mod. | | | | |
| DOE Water Right Approp. | | | | |
| DOE Water Pollution Control Plan | | | | |
| Counties/Cities DOE Shoreline Management Substantial Development | | | | |
| Counties Cities DOE conditional use | | | | |
| EIS Commitments | | | | |
| NEPA (All Federal Aid Projects) | | | | |
| SEPA | | X | | |
| Railroads | | N/A | X | IN |
| Railway Easement (Checked For Stipulations) | | | | |
| Railway Construction Agreement | | | | |
| Railroad Insurance | | | | |
| Flagging Cost Estimate | | | | |
| Cities | | N/A | X | IN |
| Approval Of City Streets As Detours (Agreement) | | | | |
| City Participation In Cost (Agreement) | | | | |
| City Streets Used As Haul Roads (Agreement) | | | | |
| Construction Permits | | | | X |
| Turnback Agreement | | | | X |
| | | | | X |
| | | | | X |
| | | | | X |

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| | | | | |
|--|------------|-------------------------------------|-----------|---|
| Job Title | | | | Project No. |
| X Items Required On This Project | | IN Initial When Complete | | |
| Plans - General (continued) | N/A | X | IN | Roadway Sections |
| Sheet Titles In Ink In Lower Right Title Block | | <input checked="" type="checkbox"/> | | Label Sections |
| Local Agencies Seals & Signatures | | | | Sta Limits For Each Sec-Entire Length Of Each Roadway Must Be Covered |
| Consultant Signatures & Seals | | | | Check For Overlap And Gaps In Stationing |
| Consultant Written Consent To Revised Plan | | | | Show Future On F.A. Projects For Future FA Funding |
| All Plan Sheets In Proper Order | | <input checked="" type="checkbox"/> | | Conformance With Soils Report |
| Connect. To Existing Streets, Driveways, Etc. (Field Rev.) | | | | Conformance With Design Report |
| No Combination Of Ink And Pencil On Same Sheet | | <input checked="" type="checkbox"/> | | Guardrail Widening Details |
| Plan Symbols In Accord. Chapter 5 - Legend | | <input checked="" type="checkbox"/> | | Shoulder Dressing Details |
| Min. Lettering Height 1/8" On Full Size Sheet | | <input checked="" type="checkbox"/> | | Slope Rounding Details |
| | | | | Broken Back Subgrade Shoulder Detail |
| Vicinity Map | N/A | X | IN | ACP planing detail |
| Reasonable Scale To Show The Project | | <input checked="" type="checkbox"/> | | Table For Variable Slopes |
| Project Limits By Milepost And Stationing | | <input checked="" type="checkbox"/> | | Legend All Sheets |
| Construction Limits By Milepost And Stationing | | | | Reference Notes |
| Equations And Exceptions | | | | Note Equations And Exception |
| Distance to towns (Rural Projects Only) | | | | Lift thickness for ACP and surfacing (Compacted depth) |
| Pit, Waste, And Stockpile Sites And Haul Roads | | | | No "Min." Or "Max." For Surf. And Paving Depth Or Slopes |
| Detour Routes | | | | |
| Railroad Lines-IMPORTANT To Show Any In Area | | | | Alignment, R/W, Grading & Existing Features Plan |
| If Staged Project, Show Staging For Future FA Funding | | | | Curve Data, Super Elevation Rates |
| Show Bridge No. | | | | Show Cut And Fill Catch Line |
| | | | | Monumentation - Protect Existing, Install New |
| Summary of Quantities | N/A | X | IN | Legend Or Reference Note On All Sheet |
| All Necessary Groups Per Design Manual | | <input checked="" type="checkbox"/> | | Alignment Plan Must Show R/W Centerline (Including R/W Curve Data) And Const. Centerline With Ties If Different |
| Separate Groups For Agreement Work | | | | R/W And L/A Must Agree With Approved R/W & L/A Plan |
| Review For Order, Nomenclature And Standard Number | | <input checked="" type="checkbox"/> | | Show RR Alignment And RR R/W |
| Look For Unusual And Non-Std Items - These Need Sp. Provs. | | <input checked="" type="checkbox"/> | | Are Easements And/Or Permits Required |
| Used Std, Tem No. For Std. Item | | <input checked="" type="checkbox"/> | | Show Site Prep. And Demolition Work |
| All Items Tabulated | | <input checked="" type="checkbox"/> | | All Items To Be Removed Shown |
| Check Quantities From Plans | | <input checked="" type="checkbox"/> | | Show Fencing |
| Q.A. Items | | | | Show Guardrail (Or Paving Plan) |
| | | | | |
| Roadway Sections | N/A | X | IN | Quantity Tabulations |
| Mainline | | | | Same Order And Nomenclature As On Summary Of Quantities |
| Ramps | | | | Items Required On Q-tab Per Design Manual |
| Frontage Roads | | | | Round Off Quantities Per Design Manual |
| City/County roads at intersections | | | | Correct Totals (Sheet And Project) |
| Road Approaches | | | | Transfer Project Totals To Summary Of Quantities |
| Detours | | | | Guide Post Color And Reflector Type Indicated |
| Trails | | | | T-2 Raised Pave. Mark. Color Indicated |
| Bridge Approach Slab | | | | |
| Bridge | | | | |

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|--|-----|---|----|--|-----|---|----|
| Job Title | | | | Project No. | | | |
| X Items Required On This Project | | | | IN Initial When Complete | | | |
| Quantity Tabulations (continued) | | | | Structure Notes (continued) | | | |
| | N/A | X | IN | | N/A | X | IN |
| Traffic Arrow Type Indicated | | | | Appropriate Special Provision Referred To In General Notes | | | |
| Agreement Items Denoted | | | | Leave Several Station Lines Blank Between Ref. Sheet Nos. | | | |
| Plan Sheet Reference Number Filled In | | | | Box Culvert Quantities | | | |
| Stations Agree With Plans | | | | | | | |
| Guardrail Placement Case | | | | | | | |
| Radius And G. R. Length For Non-Std. Bends | | | | Drainage Plans and Profiles | N/A | X | IN |
| Design "F" Guardrail Terminal Approval By Bridge | | | | Legend Or Reference Note On All Sheets | | | |
| Leave Every 5th Item Column And Station Line Blank | | | | Need Profiles For Major Culverts And Sewer Systems | | | |
| Appropriate Special Provision Referred To In General Notes | | | | Conformance With Hydraulics Report | | | |
| | | | | Pipes Over 30" Dia. Need Design Review By Hydraulics | | | |
| Profiles | N/A | X | IN | Details Required For Work <u>Not</u> Covered By Standard Plans | | | |
| Mainline | | | | Show Distance Between Structures (ie. \bar{Q} C.B. to \bar{Q} C.B.) | | | |
| Ramps | | | | | | | |
| Frontage Roads | | | | Utility Relocations | N/A | X | IN |
| Detours | | | | Existing Utilities Must Be Shown In Plan | | | |
| Trails | | | | Reloc. Costs - Reflect In Below-The-Line Costs | | | |
| Show Equations And Exceptions | | | | Timing Of Work-Address In Provision | | | |
| Plan/profile Sheets, Stationing Must Be Identical | | | | Details | | | |
| Coordinate With Roadway Sections And Plans | | | | | | | |
| Show Bridges ("Included" Or "Not Included") | | | | Channelization and Paving Plan | N/A | X | IN |
| Show Quantities Per Design Manual (10 Station Totals) | | | | Paving Plan And Road. Sect. Must Agree | | | |
| Round Off Quantities Per Design Manual | | | | Legend Or Reference Note On All Sheets | | | |
| Correct Totals To Summary Of Quantities | | | | Show Paving Plan For I/C And Intersections | | | |
| Show Unsuit. Exc. Limits And Excavation Slopes | | | | Channelization Detail | | | |
| Superelevation Diagrams, Match Rates As Shown On Alignment Plan | | | | Show Guide Posts Especially I/C And Intersections | | | |
| Datum Symbol And Bench Mark Location | | | | Show Pave. Marking (Optional) | | | |
| Show Road Approach Arrow & Indicate Lt. & Rt. | | | | | | | |
| | | | | Miscellaneous Details | N/A | X | IN |
| Structure Notes | N/A | X | IN | Required For Work Not Covered By Standard Plan | | | |
| Order And Nomenclature Of Item As Shown On Summary Of Quantities | | | | | | | |
| Round Off Quantities Per Design Manual | | | | Illumination Plans, Schedules and Details | N/A | X | IN |
| Correct Totals (Sheet & Project) | | | | Legend Or Reference Notes On All Sheets | | | |
| Transfer Project Totals To Summary Of Quantities | | | | Conflicts With Existing Features, i.e., Utilities, Drainage, & Sidewalks | | | |
| Consistency Between Structure Notes, Plans Profiles, And Spec's | | | | All Work Within R/W Or Construction Permit Area | | | |
| Agreement Items Noted | | | | | | | |
| Steel, Alum., And Conc. Pipe Alter. Provided | | | | Signal Plans, Schedules and Details | N/A | X | IN |
| Alternate Treat. For Steel And Alum. Pipe | | | | Legend Or Reference Note On All Sheets | | | |
| Maximum Height Of Cover Column On Structure Notes In Pencil, Or Separate Level In Cad Files | | | | Conflicts With Existing Features | | | |
| Note Beveled End Sections | | | | Traffic Signal Approval/Permit No. | | | |
| Leave Every 5th Item Column Blank | | | | All Work Within R/W Or Construction Permit Areas | | | |

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|---|--|--|--|--|--|--|--|
| Job Title | | | | Project No. | | | |
| X Items Required On This Project | | | | IN Initial When Complete | | | |
| Signing Plans and Sign Specifications | | | | Traffic Control Plans (continued) | | | |
| Legend Or Reference Note On All Sheets | | | | Bid Items Required For: | | | |
| Separate Set Of Plan Sheets For Construction Signing | | | | N/A X IN | | | |
| Separate Plan Sheet Specification For Sign Removal/Relocation | | | | N/A X IN | | | |
| Landscape | | | | Traffic Control Plans | | | |
| Contour Grading Plan | | | | N/A X IN | | | |
| Planting Detail | | | | N/A X IN | | | |
| Approval From District Landscape | | | | N/A X IN | | | |
| Approval From Hq Landscape | | | | N/A X IN | | | |
| Wildflower Policy (Federal Aid Project) | | | | N/A X IN | | | |
| Rest Areas | | | | Traffic Control Plans | | | |
| | | | | N/A X IN | | | |
| Viewpoints | | | | Reasonable Quantities For Traffic Control Items - Send To Constr. Proj. Engr.'s For Approval | | | |
| | | | | N/A X IN | | | |
| Minor Structures (Ret. Wall) | | | | Special Provisions | | | |
| Quantities tabulated | | | | N/A X IN | | | |
| Building Plans, Schedules and Details | | | | Notice To All Planholders | | | |
| Any Building Being Constructed Will Require A Building Permit | | | | N/A X IN | | | |
| | | | | Table Of Contents - Computer Generated | | | |
| | | | | Amendments And GSP's Arranged In Proper Order | | | |
| | | | | Revisions To All Division 1 Specifications Approved | | | |
| | | | | Appendix prepared (Good Reproducible Copy) | | | |
| | | | | Special Provisions For All Non-Standard Items | | | |
| | | | | Standard Items Table Is A Guide To What Items Need Specials: | | | |
| | | | | Need A Special Provision For Each Item That Appears On The | | | |
| | | | | Summary Of Quantities That Is Not Covered In Standard | | | |
| | | | | Specifications | | | |
| Bridge Plan | | | | Sales Tax Checked, Appropriate GSP Used | | | |
| Match Of Wingwalls To Walls On District PS&E | | | | N/A X IN | | | |
| Items To Be Included On Plans | | | | Special Provision For Agree, Stipulation | | | |
| Gravel Backfill | | | | Check Amendments And GSP's Against Up-to-date Index List | | | |
| Drainage | | | | Any Fed. Money In A Proj. Requires All Fed Provision Per GSP Index | | | |
| Barrier | | | | Prevention Of Environmental Pollution And Preservation Of Public Natural Resources (HB 621) | | | |
| Approach Slabs | | | | Environmental Regulations - Verify Correct For Location | | | |
| Slope Protection | | | | Obtain Copy Of Any New Ordinance And Get It Added To GSP's | | | |
| Conduit Runs | | | | Archeological, Paleontological | | | |
| Aesthetic Appearance Of Bridge Connection To Barrier Or Guardrail | | | | Wildlife, Fisheries And Pollution Regulations | | | |
| Log Of Test Boring Prepared | | | | Additional Requirements Requested By F & W Etc., (From HPA, WPCP) | | | |
| Profile, Alignment, And Station Match PS&E | | | | Expiration Date Of Permit And Work "Windows" | | | |
| Traffic Control Plans | | | | Trainees - Determined In Headquarters | | | |
| Project Specific Traffic Control Plans | | | | N/A X IN | | | |
| Detour Plan If Needed - May Require Agreements Through Local Programs | | | | MBE Goal - Determined In Headquarters | | | |
| Detour Sign Details | | | | N/A X IN | | | |
| | | | | RR Provisions | | | |
| | | | | Compare To Local Map To Find RR Lines | | | |

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After award by the local agency, the contractor must be advised of the award in writing. For an example of an award letter for a contract that has an identified DBE goal, see Appendix 46.42. The second, third, fourth, and fifth paragraphs must be included in the local agency letter. An award letter for contracts without a DBE goal can be similar but would not include the second, third, fourth, and fifth paragraphs.

.28 Execution of Contract. Local agencies shall not execute a contract with any contractor who is not registered or licensed in accordance with state laws.

The local agency prepares the necessary documents and forwards them for execution by the successful bidder and the proper officials of the local agency.

A sample of a standard contract agreement is in Appendix 44.73. The Region Local Programs Engineers can furnish these standard forms upon request.

46.3 Submittal of Award Data

Before construction begins, the local agency must submit the following information to the Region Local Programs Engineer:

- Tabulation of bids.
- Engineer's estimate.
- Award letter to the contractor.
- Names and addresses of all firms that submit a quote to the successful low bidder.
- DBE Utilization Certification, WSDOT Form 272-056A (if applicable).
- DBE Written Confirmation Document, WSDOT Form 422-031A (if applicable).

Failure to submit the above listed information, before construction begins, will result in a delay of reimbursement for the billed cost, until the information is received.

46.4 Appendices

- 46.41 Sample Request for Concurrence to Award
- 46.41a Sample Advertisement
- 46.42 Sample Condition of Award Letter
- 46.43 Sample Condition of Award Letter
- 46.44 Sample Contract Bond

Project Title _____ FHWA Project No. _____

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

- _____ Bid proposal from the lowest responsible bidder.
- _____ Bid bond.
- _____ Noncollusion Plan Certification.
- _____ DBE Certification (if required).
- _____ Tabulation of Bids.
- _____ FHWA cost breakdown showing total project cost, FHWA participation and Local Agency participation.
- _____ Additional documents.

Date

Local Agency Engineer

Date

Approving Authority

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

52.4 Progress Payments

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

.41 General. Progress estimates should be prepared on a pre-selected date each month and payment made to the contractor. Measurement and payment for all acceptably completed bid items of work will be in accordance with Chapter 1-09 of the WSDOT Standard Specifications. Source documents used to support payments must be complete, stand alone documents that fully support the payment being made. Documentation to support payment shall be in accordance with Chapter 10 of the WSDOT Construction Manual. Agencies that have integrated computer programs for Inspector Daily Reports and payment source documents shall include all the information shown on the WSDOT forms used for those purposes. Progress estimates should be prepared promptly and may be forwarded to the contractor for review and signature.

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

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

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

52.5 Changes and Extra Work

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

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

Verbal approval must be followed by a written change order. No contract payment shall be made prior to having the written change order approved by the appropriate authority.

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

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

Change order documentation is composed of two parts,

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

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

FHWA funds may participate in administrative settlement costs which are:

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

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

52.6 Termination of Contract

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

For those projects that require higher level NEPA documentation—Environmental Impact Statement (EIS) or Environmental Assessment (EA)—it is the responsibility of the local agency to prepare the NEPA document. Development of the EIS or EA shall be in accordance with the process outlined in LAG Chapter 24.

The local agency is responsible for ensuring compliance with SEPA and obtaining all applicable local, state, and federal permits.

62.5 Acquisition of Property

If the project requires additional right of way (the acquisition of land, buildings, or easements), the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 apply. If your agency is not a Certified Acceptance (CA) agency with approved Acquisition Procedures, contact your Region Local Programs Engineer for consultation and assistance prior to beginning any right of way processes.

62.6 Construction/Contract Documents

The contract documents for bids are required to incorporate federal requirements such as competitive bidding, DBE/EEO, and Buy America provisions, see Section 62.10 for the list of federal specifications. Projects within the highway, city street or county road right of way may require the inclusion of Davis Bacon prevailing wage rate. Please contact your Region Local Programs Engineer to determine if Davis Bacon prevailing wage rates apply. Contract documents shall be signed and stamped in accordance with state law.

Sole sourcing or use of trade names in specifications and on plans are discouraged and if used, is subject to the approval of the Region Local Programs Engineer.

Prior to advertising for publishing, manufacturing, and/or construction of a work product or project a copy of the PS&E, Scenic Byway Corridor Management Plans, interpretive signage, literature, etc., shall be provided to the WSDOT Region Local Program Engineer for final review and concurrence.

62.7 Advertising, Award, and Execution

The contract advertisement period is a minimum of two weeks. The agency will award and execute the contract to the lowest responsive bidder, unless the agency decides that all bids are to be rejected.

62.8 Certification Statement

After the completion of the contract and acceptance by the agency, a Certification Statement shall be provided to Region Local Programs Engineer. The Certification Statement must state that the work has been completed in accordance with the approved project prospectus and provide a Building Permit that has been signed off by the building inspector or must state that the work has been completed in accordance with the approved project prospectus, and applicable federal, state and local codes, public works contracting requirements and laws.

Entities that administer projects that include either education or training components are required to document the dates those components were begun and completed, the person who provided the training or education, that the education or training has been completed, and the number of attendees at each event. This documentation will be provided concurrently with the certification discussed above to the Region Local Programs Engineer.

62.9 WSDOT's Final Inspection

After the contract work is completed, the Region Local Programs Engineer will conduct a final inspection of the project.

62.10 Federal Specifications

Washington State Department of Transportation's *Standard Specifications for Road, Bridge, and Municipal Construction*

- 1-04.4 Changes
- 1-04.7 Differing Site Conditions (Changed Conditions)
- 1-07.11 Requirements for Nondiscrimination
- 1-08.1(1) Subcontractor Completion and Return of Retainage Withheld
- 1-08.9 Liquidated Damages

Washington State Department of Transportation's *General Special Provisions*

- 1-03.4 Contract Bonds
 - 1-03.4 .GR1
 - 1-03.4 INST1.GR1
 - 1-03.4 OPT1.GR1
- 1-06.OPT1(A).GR1 Buy America
- 1-07.2 State Taxes
 - 1-07.2 INST2.GR1
 - 1-07.2 OPT4.GR1
- 1-07.11.OPT1.GR1 EEO
- 1-07.11.OPT2.GR1 DBE Zero Goal (Race Neutral)
- 1-07.11.OPT3.FR1 DBE Mandatory Goal (Condition of Award)

- 1-07.12OPT1.GR1 Federal Agency Inspection
- 1-08.1(1) Subcontract Completion and Return of Retainage Withheld
 - 1-08.1(1).GR1
 - 1-08.1(1).INST1.GR1
 - 1-08.1(1).OPT1.GR1
- 1-09.9(1) Required Specifications for Retainage
 - 1-09.9(1).GR1
 - 1-09.9(1).INST1.GR1
 - 1-09.9(1).OPT1.GR1
- FHWA 1273 Federal Aid Contract Provisions
- Davis Bacon Federal Wage Rates, if applicable.

62.100 Appendices

- 62.101 Project Administration Review (PAR)
- 62.102 Project Standards
- 62.103 Sample Criteria for Evaluating Planning Consultants

Appendix 62.101 Project Administration Review (PAR)

- Does project include design, acquisition of property or construction? Yes/No
- Were Consultant services required? Yes/No
 - o If Yes, was LAG Chapter 31 followed Yes/No
- Design Document Dated _____
- NEPA approved _____
- Property Acquired Yes/No
 - o If yes, Right of Way Certification Dated _____
- Construction with in-house forces Yes/No
 - o If yes, PIF dated _____
- Advertisement Period No. of Weeks _____
- Certification Statement dated _____
- Change Orders _____
- Bill review _____

| Work Type | Funding | Design | Environmental | Civil Rights | Right of Way | Plans, Specs and Estimates | ①②③ Bid Procedures | Construction Contract Admin | Notes |
|--|--|---|---------------------------|--|---------------------------|---|---|--|--|
| Bicycle Lanes and Paths | See LAG Manual Chapters 14, 21, and 23 | WSDOT Design Manual per RCW 35.75.06 and 36.75.24 | See LAG Manual Chapter 24 | See LAG Manual Chapters 26, 27, and 28 | See LAG Manual Chapter 25 | See LAG Manual Chapter 44 or as approved by the Region Local Program Engineer | See LAG Manual Chapters 43 and 46 and RCW 39.04 Small Works Bidding | <p>② All agencies must supply a certifying statement</p> <p>➔</p> <p>② WSDOT/APWA Standard Specifications, WSDOT Construction Manual, LAG Manual Chapter 52</p> <p>Per Uniform Building Codes (permit requirements, inspections, materials, etc.)</p> <p>➔</p> <p>④ Per US Coast Guard Codes (permit requirements, inspections, materials, etc.)</p> | <p>① Prior to advertisement, a copy of the Plans, Specifications and Estimate shall be provided to the WSDOT Region Local Program Engineer for review and concurrence.</p> <p>② All agencies must supply a Certification Statement that the work has been completed in accordance with the project application, plans, specifications, and all applicable state and local codes, public work contracting requirements and laws.</p> <p>③ For Projects that involve procurement and installation refer to:</p> <p>RCW 36.32 - Counties</p> <p>RCW 35.23 - Cities and</p> <p>RCW 39.04 - Municipalities</p> <p>④ All agencies must supply US Coast Guard final inspection and acceptance documentation. This will serve as final inspection.</p> |
| Landscaping and Irrigation | | Per agency adopted standards | | | | | | | |
| Public Roads and Dual Use Bicycle Pedestrian Lanes | | LAG Manual Chapter 42 | | | | | | | |
| ③ Bicycle Facilities (lockers, racks, etc.) | | Per Agency Adopted Standards | | | | | | | |
| Structures | | WAC 51-11 to 30 RCW 9.27 State Building Codes | | | | | | | |
| ③ Bus Shelters | | Per Agency Adopted Standards, 49 CFR 37APPA, and all current ADA standards | | | | | | | |
| Archeology and Historic Preservation | | US Dept Interior Stds. For Archeology and Historic Preservation Volume 90 #140:44716 SHPT (360)407 0771 | | | | | | | |
| Buildings Utilities | | WAC 51-11 to 30 RCW 9.27 State Building Codes | | | | | | | |
| Sidewalks, Paths and Trails | | LAG Manual Chapter 42 and all current ADA Standards | | | | | | | |
| Water Craft | | Maritime Standards of Sea Worthiness | | | | | | | |

Sample Criteria for

Appendix 62.103 Evaluating Planning Consultants

The following criteria is provided to assist local agencies when using Federal Highway Administration (FHWA) funds for transportation planning projects required to comply with Chapter 62 of the Local Agency Guidelines. Once a selection process has been completed, the selection criteria used and the results of the evaluation shall be submitted to the Region Local Programs Engineer for concurrence. Please include the Federal Aid Project Prospectus for Planning Scope of Work with the submittal.

Scoring Criteria: Qualifications and Expertise of Firm **Minimum 0 points and Maximum 20 points**

- List the type of expertise that your firm provides.
- How long has your firm provided these types of expertise.
- Provide the number of employees that your proposed team has in Washington state and nationwide.
- Provide the organization chart of your firm and include the respective roles that each employee will provide for the team.
- Provide a table identifying current availability of key staff (in hours per month) and resources for this project.
- Describe up to three projects that your firm has completed within the last three years that demonstrate your firm's expertise needed for this project. Include services provided and the total dollar value for each project.

Scoring Criteria: Qualifications of Proposed Project Manager(s) **Minimum 0 points and Maximum 20 points**

- Describe up to three examples for each proposed project manager that demonstrates his/her prior experience as a project manager on a federally funded or similar project. Include the dates of each project; the name of the client/organization for each project; list the project manager's responsibilities and tasks on each project that demonstrate the expertise needed for this project.
- Describe the project manager's familiarity with relevant state and federal policies, regulations, and procedures.
- Provide a listing of professional licenses/accreditations for each proposed project manager (i.e., AICP, PE); include the year that each license/accreditation was received. Please include the licenses/accreditations valid in the State of Washington only.

Scoring Criteria: References/Past Performances
Minimum 0 points and Maximum 20 points

- Provide a minimum of three and a maximum of five performance evaluations for similar projects that are either currently active projects or have had a completion date within the last three years.
- If your firm currently has performance evaluations on file with WSDOT, and you wish to use those evaluations, please state in your submittal that you wish to use the performance evaluations that WSDOT has on file for your firm.