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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/m22-01.htm.

For updating printed manuals, page numbers indicating portions of the manual that are to be removed and replaced are shown below.

Chapter	Remove Pages	Insert Pages
Title Page	i – ii	i – ii
Contents	vii – xvi	vii – xvi
Chapter 13 Certification Acceptance Program	13-1 – 13-10	13-1 – 13-10
Chapter 14 Developing Projects Using the Local Agency Guidelines	14-1 – 14-20	14-1 – 14-20
Chapter 22 Local Agency Agreement	22-1 – 22-30	22-1 – 22-30
Chapter 23 Progress Billing (Reimbursement Costs)	23-1 – 23-16	23-1 – 23-16
Chapter 34 Local Bridge Program	34-1 – 34-10	34-1 – 34-10
Chapter 52 Local Administered Projects	52-1 – 52-10	52-1 – 52-10
Chapter 53 Project Closure	53-1 – 53-4	53-1 – 53-4
Chapter 61 Local Agency Force Projects	61-1 – 61-4	61-1 – 61-4

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

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Washington State Department of Transportation
Highways and Local Programs
Engineering Services
PO Box 47390
Olympia, WA 98504-7390
www.wsdot.wa.gov/localprograms

Dave Mounts

Approved By

Signature



**Washington State
Department of Transportation**

Local Agency Guidelines

M 36-63.28

June 2015

Local Programs
Engineering Services

Americans with Disabilities Act (ADA) Information

Materials can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs Team at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

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Washington State Department of Transportation
Local Programs
Engineering Services
PO Box 47390
Olympia, WA 98504-7390
360-705-7383
www.wsdot.wa.gov/localprograms/

Contents

Chapter 11	Introduction	11-1
11.1	Purpose	11-1
11.2	Organization of the Manual	11-1
11.3	Updating Process	11-2
Chapter 12	FHWA Funding	12-1
12.1	General Discussion	12-1
12.2	Programming Projects	12-2
12.3	Coordination With Agencies	12-3
12.4	Statewide Transportation Improvement Program (STIP)	12-5
12.5	Funding Sources	12-8
12.6	FHWA Discretionary Programs	12-12
12.7	Transfer of STP and CMAQ Funds to the Federal Transit Administration (FTA)	12-13
12.8	Appendices	12-14
	Appendix 12.81 MPO Planning Flowchart	12-15
	Appendix 12.82 STP Lead Agencies	12-16
Chapter 13	Certification Acceptance Program	13-1
13.1	General Discussion	13-1
13.2	CA Features	13-1
13.3	CA Requirements	13-3
13.4	Application for CA	13-3
13.5	CA Compliance	13-3
13.6	Non-CA Status	13-4
13.7	Appendices	13-4
	Appendix 13.71 Certification Acceptance Qualification Agreement	13-5
	Appendix 13.72 Certification Acceptance Interview Form	13-7
Chapter 14	Developing Projects Using the Local Agency Guidelines	14-1
14.1	General Discussion	14-1
14.2	Project Development Process Overview	14-2
14.3	Projects Within Interstate Rights of Way	14-5
14.4	Project Development Process Flowchart and Checklist	14-6
14.5	Appendices	14-6
	Appendix 14.51 Project Development Process Flowchart	14-7
	Appendix 14.52 Project Development Checklist	14-8

Chapter 21	The Project Prospectus	21-1
21.1	General Discussion	21-1
21.2	Procedure for Submitting the Planning Authorization Package	21-1
21.3	Procedure for Compiling the Project Authorization Package	21-1
21.4	Appendices.	21-2
21.5	Forms	21-2
	Appendix 21.41 Prospectus Submittal Checklist	21-3
	Appendix 21.42 Project Authorization Transmittal Items – Instructions.	21-4
	Appendix 21.43 Project Prospectus – Instructions.	21-6
	Appendix 21.44 County Code and WSDOT Region Numbers	21-10
	Appendix 21.45 City Code Numbers.	21-11
	Appendix 21.46 Urban Area Numbers.	21-14
	Appendix 21.47 Local Agency Federal Aid Project Prospectus	21-15
	Appendix 21.48 Puget Sound Legislative Districts	21-18
	Appendix 21.49 Statewide Legislative Districts	21-19
	Appendix 21.50 Washington State Congressional Districts.	21-20
	Chapter 21 Forms Federal-Aid Project Prospectus Planning Scope of Work	21-21
Chapter 22	Local Agency Agreement	22-1
22.1	General Discussion	22-1
22.2	Preparation Procedure	22-2
22.3	Supplemental Agreement.	22-2
22.4	Documented Cost Estimate	22-3
22.5	Appendices.	22-3
22.6	Forms	22-3
	Appendix 22.51 Local Agency Agreement	22-5
	Appendix 22.52 Local Agency Agreement – Instructions	22-10
	Appendix 22.53 Local Agency Agreement Supplement	22-13
	Appendix 22.54 Local Agency Agreement Supplement – Instructions	22-15
	Appendix 22.55 Vacant	22-17
	Appendix 22.56 Documented Cost Estimates – Example	22-18
	Chapter 22 Forms Local Agency Agreement – Example	22-23
Chapter 23	Progress Billing (Reimbursement Costs)	23-1
23.1	General Discussion	23-1
23.2	Billing Procedures for Local Agency Ad and Award and Agency Force Work	23-1
23.3	Billing Procedures for State Ad and Award.	23-2
23.4	Number and Timing of Submittals.	23-2
23.5	Billing Reviews	23-3
23.6	Vacant.	23-3
23.7	Appendices.	23-3
	Appendix 23.71 Local Programs Progress Billing – Example.	23-9
	Appendix 23.72 Local Programs Progress Billing – Instructions	23-10
	Appendix 23.73 Inactive Justification Examples.	23-13
	Appendix 23.74 Certificate of Indirect Costs.	23-14
	Appendix 23.75 Local Programs Final Project Summary - Example	23-15

Chapter 24	Environmental Processes	24-1
24.1	General Discussion	24-1
24.2	NEPA Classification	24-1
24.3	Early Project Coordination & Environmental Mitigation	24-7
24.4	Project Re-Evaluation	24-7
24.5	Supplemental Document	24-8
24.6	Other Federal Requirements	24-8
24.7	Tribal Consultation	24-8
24.8	Environmental Permitting	24-8
24.9	Appendices	24-9
24.10	Environmental Classification Summary Guidebook	24-9
24.11	Environmental Manual	24-9
24.12	Plain Talk Toolkit	24-9
24.13	Reader-Friendly Tool Kit	24-9
	Appendix 24.81 Local Agency Environmental Classification Summary	24-11
Chapter 25	Right of Way Procedures	25-1
25.1	General Discussion	25-1
25.2	Right of Way Acquisition Procedures	25-2
25.3	Voluntary Acquisition	25-6
25.4	Right of Way Acquisition	25-7
25.5	Appraisal/Appraisal Waiver – Administrative Offer Summary (AOS)	25-13
25.6	Appraisal Review	25-14
25.7	Agency Concurrence for Setting Just Compensation	25-15
25.8	Title	25-16
25.9	Negotiations	25-16
25.10	Donated Property	25-19
25.11	Administrative Settlements	25-20
25.12	Relocation	25-21
25.13	Right of Way Certification	25-22
25.14	Property Management	25-22
25.15	Diaries	25-24
25.16	Document Retention	25-25
25.17	Appendices	25-25
	Appendix 25.171 Vacant	25-27
	Appendix 25.172 Sample Right of Way Project Funding Estimate Summary and Description	25-28
	Appendix 25.173 Sample True Cost Estimate	25-30
	Appendix 25.174 Determining Whether or Not Land or Property Rights or Interest are Needed	25-33
	Appendix 25.175 Determining the Type of Property Rights Necessary	25-34
	Appendix 25.176 Vacant	25-35
	Appendix 25.177 Donation Statements – Example	25-36
	Appendix 25.178 Federal Aid Requirement Checklist	25-38
	Appendix 25.179 Acquisition Process Flowchart	25-40
	Appendix 25.180 Local Agency Forms & Brochures	25-41

Chapter 26	Disadvantaged Business Enterprises	26-1
26.1	General Discussion	26-1
26.2	Procedures	26-2
26.3	Appendices.	26-7
	Appendix 26.31 Local Agency Quarterly Report of Amounts Credited as DBE Participation.	26-9
	Appendix 26.32 Disadvantaged Business Enterprise Utilization Certification	26-10
	Appendix 26.33 DBE Written Confirmation Document	26-11
	Appendix 26.34 DBE On-Site Review for Construction Subcontractors/Regular Dealers/Manufacturers	26-12
	Appendix 26.35 Project Office DBE On-Site Review for Architect & Engineering/Professional Services Firms	26-15
Chapter 27	Equal Employment Opportunity and Training.	27-1
27.1	General Discussion	27-1
27.2	Training	27-2
27.3	Contract Administration.	27-2
27.4	Monitoring During Construction	27-4
27.5	Compliance Review	27-4
27.6	Forms	27-4
Chapter 28	Title VI Program	28-1
28.1	General Discussion	28-1
28.2	Title VI Plan Development	28-1
28.3	Reporting Requirements	28-3
28.4	Title VI Complaint Investigations	28-3
28.5	Title VI Compliance Reviews	28-4
28.6	Other Nondiscrimination Statutes Related to Title VI.	28-5
28.7	Appendices.	28-5
	Appendix 28.71 Title VI Plan for Agencies Over 100,000 Population	28-7
	Appendix 28.72 Nondiscrimination Agreement Population Under 100,000	28-29
	Appendix 28.73 FHWA Title VI Annual Update of Accomplishments Report	28-41
	Appendix 28.74 Annual Report for Agency With Population Over 100,000 – Example.	28-65
	Appendix 28.75 NDA Annual Report Population Under 100,000 – Example.	28-82
	Appendix 28.76 Title VI Complaint Log	28-84
	Appendix 28.77 Title VI Compliance Review Questionnaire for Local Agencies	28-85
Chapter 29	Section 504 and the Americans with Disabilities Act.	29-1
29.1	General Discussion	29-1
29.2	Assurances	29-1
29.3	Administrative Requirements	29-2
29.4	Transition Plan Elements	29-3
29.5	Requirements for New Construction and Alterations	29-3
29.6	Monitoring and Enforcement.	29-5
29.7	Authorities	29-5
29.8	Regulations	29-5
29.9	Resources	29-5

Chapter 31	Using Consultants	31-1
31.1	A&E Services Consultants	31-2
31.2	Professional Services Consultants	31-8
31.3	Negotiation With Selected Firm, A&E, and Professional Services	31-11
31.4	Consultant Agreements, Exhibits, and Supplements to Agreements, A&E, and Professional Services	31-15
31.5	Indirect Cost Rates	31-17
31.6	Oversight of the Agreement and Project Closure	31-18
31.7	Appendices	31-20
Appendix 31.71	Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement	31-21
Appendix 31.72	Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement	31-55
Appendix 31.73	Local Agency A&E Professional Services Lump Sum Consultant Agreement	31-89
Appendix 31.74	Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement	31-122
Appendix 31.75	Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement	31-156
Appendix 31.76	Local Agency Professional Services Lump Sum Consultant Agreement	31-192
Appendix 31.77	Supplemental Agreement	31-225
Appendix 31.78	Advertisement – Example	31-226
Appendix 31.79(a)	Submittal Information Form (Prime)	31-228
Appendix 31.79(b)	Submittal Information Form (Subconsultant)	31-229
Appendix 31.80	Request for Sole Source Consultant Services	31-230
Appendix 31.81	Independent Estimate for Consulting Services	31-233
Appendix 31.82	Record of Negotiations – Example	31-234
Appendix 31.83	Performance Evaluation Consultant Services	31-235
Chapter 32	Railroad/Highway Crossing Program	32-1
32.1	General Discussion	32-1
32.2	Selection of Appropriate Warning Devices	32-1
32.3	Project Development Process	32-4
32.4	Appendices	32-5
Appendix 32.41	Signal Design – Shoulder Section	32-7
Appendix 32.42	Signal Design – Curb Section	32-9
Appendix 32.43	Railroad/Highway Grade Crossing Protection Sight Distance Diagram and Gate Warrant Form	32-11
Appendix 32.44	Railroad Project Data Form	32-13
Appendix 32.45	Type 3 Party Agreement – Example	32-14
Appendix 32.46	Local Agency Railway Agreement	32-15

Chapter 33	Emergency Relief Program	33-1
33.1	Steps Following a Disaster	33-2
33.2	FHWA’s Emergency Relief Program Guidelines	33-3
33.3	Reimbursable Expenses	33-5
33.4	Types of Emergency Relief Work	33-9
33.5	Contracts	33-14
33.6	Additional Project Requirements	33-15
33.7	Funding	33-16
33.8	FEMA Program Guidelines	33-16
33.9	Appendices	33-18
	Appendix 33.91 Local Agency Proclamation	33-19
	Appendix 33.92 Governor’s Proclamation	33-20
	Appendix 33.93 Local Agency Detailed Damage Inspection Report	33-21
Chapter 34	Local Bridge Program	34-1
34.1	General Discussion	34-1
34.2	Bridge Condition Inspection Program	34-1
34.3	Quality Assurance and Quality Control Reviews	34-5
34.4	Local Bridge Program Call for Projects	34-6
34.5	Appendices	34-10
	Appendix 34.51 NBIS Regulation – Qualifications of Personnel	34-11
	Appendix 34.52 NBIS Regulation – Inspection Frequency	34-12
	Appendix 34.53 Bridge Inspector Experience and Training Record	34-13
	Appendix 34.54 Bridge Program Manager Agreement	34-14
	Appendix 34.55 Bridge Records	34-16
	Appendix 34.56 Individual Bridge Record	34-20
	Appendix 34.57 Local Agency Bridge Program Quality Assurance Checklist	34-22
Chapter 41	General Project Types	41-1
41.1	General Discussion	41-1
41.2	Work Zone Safety and Mobility	41-2
41.3	Intelligent Transportation Systems (ITS)	41-3
41.4	Deviations	41-5
41.5	Appendices	41-5
	Appendix 41.51 Deviation Analysis Format	41-7
	Appendix 41.52 Systems Engineering Process “V” Diagram	41-8
	Appendix 41.53 Intelligent Transportation Systems (ITS) Systems Engineering Analysis Worksheet	41-9
	Appendix 41.54 FHWA Washington Division ITS Project Contracting Guidance September 2012	41-13

Chapter 42	City and County Design Standards for All Routes	42-1
42.1	Introduction	42-1
42.2	Committee Membership	42-2
42.3	Local Agency Design Matrices	42-3
42.4	Local Agency Design Matrix Definitions	42-4
42.5	Design Level D Standards for Two Way Roads and Streets	42-11
42.6	Roadway Geometrics	42-12
42.7	3R Projects	42-13
42.8	2R Projects	42-14
42.9	References	42-14
42.10	Appendices	42-16
	Appendix 42.101 Local Agency Design Matrix Checklists	42-17
Chapter 43	Design Approval	43-1
43.1	General Discussion	43-1
43.2	Requirements for Design Approval	43-1
43.3	Bridge Design Approval	43-2
43.4	Value Engineering	43-2
43.5	Additional Data Required for Special Projects	43-5
43.6	Appendices	43-5
	Appendix 43.61 VE Assessment Report	43-7
	Appendix 43.62 Example of Design Approval Documentation	43-8
Chapter 44	Plans, Specifications, and Estimates	44-1
44.1	General Discussion	44-1
44.2	PS&E Requirements	44-2
44.3	Documents Requiring Professional Stamps	44-5
44.4	Contract Plans	44-5
44.5	Specifications	44-5
44.6	Estimates	44-8
44.7	Appendices	44-8
44.8	Forms	44-8
	Appendix 44.71 Local Agency Bid Proposal Package	44-9
	Appendix 44.72 City Letter of Financial Responsibility (for State Ad and Award Only) – Example	44-28
	Appendix 44.73 County Letter of Financial Responsibility (for State Ad and Award Only) – Example	44-29
	Appendix 44.74 Estimate and Grouping – Example	44-30
	Appendix 44.75 Local Agency Plans Preparation Checklist	44-38
	Appendix 44.76 Patented/Proprietary Items – PIF Instructions	44-43
	Appendix 44.77 Two-Week Advertisement – PIF Instructions	44-45
	Appendix 44.78 Mandatory Use of Borrow or Disposal Site – PIF Instructions	44-47
	Appendix 44.79 Agency Supplied Equipment – PIF Instructions	44-49
	Appendix 44.80 Agency Supplied Material – PIF Instructions	44-51
	Appendix 44.81 Local Agency Force Work – PIF Instructions	44-53
	Appendix 44.82 Tied Bids – PIF Instructions	44-57
	Appendix 44.83 Public Interest Finding – Example	44-59

Chapter 45	State Advertising and Award Procedures	45-1
45.1	General Discussion	45-1
45.2	Submittals	45-1
45.3	Procedures	45-1
Chapter 46	Local Advertising and Award Procedures	46-1
46.1	General Discussion	46-1
46.2	Procedures	46-1
46.3	Submittal of Award Data	46-5
46.4	Appendices	46-6
	Appendix 46.41 Advertisement – Example	46-7
	Appendix 46.42 Local Agency Funds – Award Letter Example	46-8
	Appendix 46.43 Zero Goal – Award Letter Example	46-9
	Appendix 46.44 Mandatory Goal – Award Letter Example	46-10
	Appendix 46.45 Contract Bond – Example	46-12
	Appendix 46.46 Request for Concurrence to Award - Example	46-14
Chapter 51	WSDOT Administered Projects	51-1
51.1	General Discussion	51-1
51.2	Preconstruction Conference	51-1
51.3	Changes and Extra Work	51-1
Chapter 52	Local Administered Projects	52-1
52.1	General Discussion	52-1
52.2	Preconstruction Conference	52-1
52.3	Quality Control	52-2
52.4	Progress Payments	52-6
52.5	Changes and Extra Work	52-7
52.6	Termination of Contract	52-8
52.7	Compliance With Federal Contract Provisions	52-8
52.8	Physical Completion of Construction	52-8
52.9	Projects within Interstate Rights of Way	52-10
52.10	Appendices	52-10
52.11	Forms	52-10
	Appendix 52.101 Preconstruction Conference Agenda – Example	52-11
	Appendix 52.102 Preconstruction Conference Minutes – Example	52-13
	Appendix 52.103 Letter Requesting WSDOT Project Inspection and Acceptance – Example	52-14
	Appendix 52.104 Materials Certification – Example	52-15
	Appendix 52.105 Weekly Statement of Working Days	52-16
	Appendix 52.106 Change Order	52-17
	Appendix 52.107 Exceptions to the WSDOT Construction Manual M 41-01	52-20
	Appendix 52.108 Clarification of Manufactured Products Under Buy America	52-24

Chapter 53	Project Closure	53-1
53.1	General Discussion	53-1
53.2	Closure	53-1
53.3	Project Reviews	53-2
53.4	Financial and Compliance Audit	53-3
53.5	Appendices	53-4
	Appendix 53.51 Local Agency Project Management Review Checklist	53-5
	Appendix 53.52 Final Inspection of Federal Aid Project	53-17
	Appendix 53.53 Local Agency Quarterly Report of Amounts Credited as DBE Participation	53-18
	Appendix 53.54 Certified Payroll Example	53-19
Chapter 61	Local Agency Force Projects	61-1
61.1	General Discussion	61-1
61.2	PS&E Requirements	61-1
61.3	PS&E Approval	61-1
61.4	Approval for Use of Agency Forces	61-1
61.5	Fund Authorization	61-2
61.6	Contract Number	61-2
61.7	Construction Administration	61-2
61.8	Project By One Agency for Another Agency	61-4
61.9	Appendices	61-4
	Appendix 61.91 Local Agency Force Preconstruction Conference – Example	61-5
List of Forms		1
Abbreviations and Glossary		1

13.1 General Discussion

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

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

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

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

FHWA is required by federal legislation to conduct verification activities to assure that WSDOT and the local agencies' implementation of the federal highway programs conform with laws, regulations and policies. Similarly per FHWA's delegation, WSDOT is also required to conduct verification activities to assure that local agency federal aid projects are implemented in conformance with federal aid requirements.

Certification Acceptance requirements for the right of way program are addressed in [Chapter 25](#). **Note:** Local agencies are not delegated the authority to certify right of way.

13.2 CA Features

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

1. Design.
2. Utility agreements.
3. Railroad agreements.

4. Standard consulting engineering agreements.
5. Public hearings, findings, and orders.
6. Plans, specifications, and estimates.
7. Advertisement, award, and execution of construction contracts.
8. Construction administration.
9. Construction material testing and testing personnel.
10. Concurrence in Award of delegated projects.

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

WSDOT and FHWA retain approval authority for the following:

WSDOT

1. Design Deviations
2. Plans, Specification, and Estimate approval.
3. *Standard Specifications* Division 1 changes.
4. Public Interest Findings (local force work, agency supplied materials, proprietary items, etc.).
5. NEPA Categorical Exclusions per MOU, Section 106 Consultation.
6. Implementation of the Civil Rights Program Requirements (DBE, Title VI, ADA, and EEO/OJT).
7. Tied Bids approval (see [Appendix 44.82](#)).
8. Agency Certification Acceptance (CA) approval.
9. Project Final Acceptance.
10. Revisions to Agreements, when applicable.
11. Documentation/Project Management Reviews.
12. Concurrence in Award of DBE non-FHWA oversight projects.

FHWA

1. Authorization of FHWA funds.
2. Approval of National Environmental Protection Act (NEPA) and Endangered Species Act (ESA) environmental documents.
3. Right of way certification approval.
4. Approval of WSDOT's Civil Rights Programs (DBE, Title VI, EEO, ADA).
5. Buy America waiver approval.
6. Approval for Advertisement Period less than three weeks.
7. Approval of the *Local Agency Guidelines*.
8. Full oversight project approvals per Stewardship and Oversight Agreement. (Concurrence in Award, PS&E, Change Orders over \$200,000, etc.)

13.3 CA Requirements

1. Projects must be administered in accordance with the *Local Agency Guidelines*.
2. Projects must be administered utilizing a Professional Civil Engineer registered in the state of Washington who is either on staff as a public employee or is a contract employee designated as the agency's Engineer.
3. The agency shall have sufficient expertise and capability to perform and supervise the design, environmental, PS&E, and construction-administration phases of the project.
4. The agency must have designated an official approving authority for all WSDOT-delegated project approvals. This authority (e.g., agency executive or policy body) must officially approve each project step for which it is the approving authority, as identified in the agreement.

13.4 Application for CA

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

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

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

13.5 CA Compliance

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

These reviews will be:

- Project Management Reviews (PMR) performed by Local Programs (see [Appendix 53.51](#) for review questions for PMR's and Documentation Reviews).
- Documentation Reviews performed by the Region Local Programs Engineer.

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

- A PMR or Documentation Review.

- An audit by the State Auditor.
- Final project inspection.
- The qualifications and experience of the agency staff are altered.
- A determination from any FHWA oversight activity.

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

The loss of CA status and reinstatement conditions will be outlined in a letter from Local Programs.

13.6 Non-CA Status

Responsible Charge

When Local Agencies elect to use consultants for engineering services, the local agency, as provided under 23 CFR 635.105(b), shall provide a full-time employee of the agency to be in responsible charge of the project.

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

Option 1

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

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

Option 2

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

- Financing approvals – accounting/billing capabilities.
- Consultant involvement and monitoring. The agency must obtain the approval of the Region Local Programs Engineer prior to selection of a consultant.
- Development of design and design documentation.
- Development of plans, specifications, and estimates.
- Approval of contract documents.
- Advertising, award, execution of a contract.
- Contract oversight and documentation.
- Change order approval.
- Material approval.

13.7 Appendices

- 13.71 Certification Acceptance Qualification Agreement
- 13.72 Certification Acceptance Interview Form

Agency: [Click here to enter text.](#)

Agency Number: [Click here to enter text.](#)

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under [Click here to enter text.](#) CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
 - a. The project prospectus will be reviewed and approved by the following official.
[Click here to enter text.](#) (Position Title Only)
 - b. The local agency agreement will be reviewed and approved by the following official or officials.
[Click here to enter text.](#) (Position Title Only)
 - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.
[Click here to enter text.](#) (Position Title Only)
 - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.
[Click here to enter text.](#) (Position Title or Titles Only)
 - e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.
[Click here to enter text.](#) (Position Title or Titles Only)
 - f. Agreements will be signed by the following responsible local official:
 - i. Railroad [Click here to enter text.](#) (Position Title Only)
 - ii. Utility [Click here to enter text.](#) (Position Title Only)
 - iii. Consultant [Click here to enter text.](#) (Position Title Only)
 - iv. Technical Services [Click here to enter text.](#) (Position Title Only)
 - g. The award of contract will be signed by the following responsible local official.
[Click here to enter text.](#) (Position Title Only)
 - h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* M 41-10 and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.
 - i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer. [Click here to enter text.](#) (Position Title Only)
 - j. Construction administration and material sampling and testing will be accomplished in accordance with Construction Manual M 41-01 and the Local Agency Guidelines.
3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.

4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director, Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director, Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairman

Date

Washington State Department of Transportation

Approved By:

Director, Local Programs

Date

Certification Acceptance Interview Form

Agency: Click here to enter text.

Date: Click here to enter text.

Interview Conducted By: Click here to enter text.

Agency Representatives: Click here to enter text.

Table of Organization

Get copy from agency and review duties, requirements, and personnel currently filling.

Position Responsible for the Following Functions

Functions	Position Responsible
Six-Year Transportation Improvement Program	Click here to enter text.
Location/Design Approval	Click here to enter text.
PS&E Approval	Click here to enter text.
Approval of Materials Sources	Click here to enter text.
Construction Inspection	Click here to enter text.
Independent Assurance Sampling/Test	Click here to enter text.
Project Files	Click here to enter text.
Training Goal Attainment	Click here to enter text.
ADA Compliance/Monitoring	Click here to enter text.
Title VI	Click here to enter text.
Selection of Annual Program	Click here to enter text.
Environmental Documents	Click here to enter text.
Tied Bids	Click here to enter text.
Construction Administration	Click here to enter text.
Acceptance Sampling/Test	Click here to enter text.
Change Orders	Click here to enter text.
EEO Interviews/Monitoring	Click here to enter text.
DBE Compliance/Monitoring	Click here to enter text.
Consultant Services	Click here to enter text.

Consultants

For what areas does the agency expect to use consultants?

- | | |
|---|--|
| <input type="checkbox"/> Design | <input type="checkbox"/> Right of Way Relocation |
| <input type="checkbox"/> PS&E Preparation | <input type="checkbox"/> Construction Administration |
| <input type="checkbox"/> Right of Way Appraisal | <input type="checkbox"/> Construction Inspection |
| <input type="checkbox"/> Environmental | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Right of Way Negotiation | <input type="checkbox"/> Sampling and Testing |

Does the local agency utilize WSDOT's *Consultant Services Manual* in its consultant selection processes associated with federal aid projects? Yes No

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

Comments: [Click here to enter text.](#)

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

[Click here to enter text.](#)

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

Title VI

Does the local agency have a Title VI Plan and/or Nondiscrimination Agreement and is it up to date?

- Yes No

Comments: [Click here to enter text.](#)

Right of Way

Does the agency have procedures approved by WSDOT for:

- Right of Way Acquisitions: Yes No
Relocation: Yes No

Procedures for Ad, Award, and Execution of Contract

Position responsible for:

Approval to Advertise: [Click here to enter text.](#)

Prequalification of Bidders: [Click here to enter text.](#)

Award of Contract: [Click here to enter text.](#)

Execution of Contract: [Click here to enter text.](#)

Name of Legal Publication: [Click here to enter text.](#)

General Questions About Administration

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

[Click here to enter text.](#)

Describe ledger system: [Click here to enter text.](#)

Who will check payrolls, etc.?: [Click here to enter text.](#)

Describe the process for approving project special provisions: [Click here to enter text.](#)

Describe change order approval process (including those that affect the work of DBEs):
[Click here to enter text.](#)

Describe materials testing and approval process: [Click here to enter text.](#)

Describe agency requirements for project diary and inspectors daily report keeping:
[Click here to enter text.](#)

Describe agency process for approval of subcontractors: [Click here to enter text.](#)

How will the agency handle administration of more than one contract at the same time?:
[Click here to enter text.](#)

How will the agency handle inspection of several phases of project at same time (e.g., dirt work, electrical, paving, structure)?: [Click here to enter text.](#)

How will the agency respond if project engineer and/or inspector are unable to be on job site due to illness, etc.? Who will handle control of project if needed person cannot be there?:
[Click here to enter text.](#)

How does the agency manage traffic control?: [Click here to enter text.](#)

Are there written procedures for preconstruction conferences?: [Click here to enter text.](#)

Does the Agency Have These Necessary Manuals

- | | | | | |
|--|--------------------------|-----|--------------------------|----|
| WSDOT <i>Local Agency Guidelines</i> (LAG) M 36-63 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| AASHTO <i>Policy on Geometric Design of Highways and Streets</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Construction Manual</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT/APWA <i>Standard Specifications</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| APWA <i>Amendments</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Amendments and Standard Specifications</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| <i>Standard Item Table</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| MUTCD | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Design Manual</i> M 22-01 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Standard Plans for Road and Bridge Construction</i> M 21-01 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Utility Manual</i> M 22-87 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Right of Way Manual</i> M 26-01 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| SWIBS <i>Manual</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Hydraulics Manual</i> M 23-03 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>DBE Program Plan</i> | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| WSDOT <i>Consultant Services Manual</i> M 27-50 | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

Upcoming Federal Aid Projects

Project Title	Scheduled to Begin
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

Summary

Action to be taken by agency in following areas: Click here to enter text.

Comments From Reviewers

Click here to enter text.

Recommendation of Review

- Full administration by agency of all projects
- Administration by agency on a project-by-project basis
- Administration by agency for projects up to \$ Click here to enter text.
- Deny approval for certification acceptance
- Remove from certification acceptance status

Concurrence by Director, Local Programs

Director, Local Programs

Date

14.1 General Discussion

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

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

For projects selected by HQ Local Programs – Once a project has been awarded funds, the local agency is to complete the project as selected. In the event unforeseen conditions (e.g., environmental, right of way) are encountered requests for scope, schedule and budget adjustments may be considered.

Chapters 21–28, General Project Development Processes, describe activities required during preliminary engineering on all projects.

Chapters 31–34, Special Project Development Processes, describe activities that may be required on some projects.

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

Chapters 61, Local Agency Force Projects, describes procedures from project design approval through the closing of an FHWA project, using the agency's labor, equipment, and materials.

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

14.2 Project Development Process Overview

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

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

1. Preliminary engineering or separate planning study.
2. Right of way acquisition.
3. Construction.

Phase Requirements When Utilizing FHWA Funds – For all phases, and at the time of each phase authorization, all funds necessary to complete the scope of work being authorized for the phase must be secured.

Preliminary Engineering Phase – FHWA Funds in PE Phase Only. For FHWA funds to be used in the PE phase of the project, the environmental documentation including FHWA NEPA approval, must be completed prior to advertising the project for construction. With no federal funds in the right of way or construction phases, the local agency must still follow federal environmental regulations and the Uniform Relocation Assistance and Real Property Acquisition Policies Act. A NEPA document must be approved by FHWA and all environmental commitments must be incorporated into the right of way and construction phases. Effective October 1, 2012 Section 1518 of MAP-21 amended the Buy America Statute. If any phase of a project (PE, RW, CN) within the scope of a NEPA document is awarded using Federal-aid funding then the Buy America provisions will apply to all construction phases within the scope of the NEPA document, regardless of the source of funding. Right of way must be acquired per the *Right of Way Manual* M 26-01 and acquisition may proceed during the PE Phase in accordance with the manual.

Any study projects are excluded from NEPA approval, planning studies must be completed and a copy provided to WSDOT to close the project.

Note: Right of way acquisition or actual construction of the project must start prior to the close of the tenth federal fiscal year following the federal fiscal year in which preliminary engineering was authorized.

Right of Way Phase – FHWA Funds in Right of Way Phase. For FHWA funds to be used in the right of way phase of the project, the environmental documentation including FHWA NEPA approval, approved relocation plan (if applicable), Project Funding Estimate and approved right of way plan must be completed prior to FHWA R/W authorization. All property acquisitions and relocations must be completed prior to advertising the project and must comply with the Uniform Act and 49 CFR Part 24 or the local agency is at risk of repayment of all federal funds used in the project. All environmental commitments must be incorporated into the R/W and construction phases. (See also “Determining Whether or Not Land or Property Rights or interest are Needed” flowchart in [Appendix 25.174](#).)

Note: Construction of the project must start prior to the close of the tenth federal fiscal year following the federal fiscal year in which right of way was authorized.

Construction Phase – FHWA Funds in Construction Phase. All federal laws are triggered with federal funds in the construction phase; examples include NEPA, Title 23 USC, Uniform Relocation Assistance and Real Property Acquisition Policies Act, Buy America, and Davis-Bacon. After approval of the NEPA document, right of way certification, and the DBE/Training goals are established the construction phase can be authorized by FHWA. Once FHWA authorizes construction funding the local agency has authority to advertise the project. For Intelligent Transportation Projects (ITS) or projects that include ITS components (cameras, signal interconnect, fiber optic, etc.) agencies must complete and submit the ITS information form ([Appendix 41.53](#)) with the construction authorization request.

Documentation Requirements When Utilizing FHWA Funds	PE Phase: FHWA Funds in PE Phase Only ¹	R/W Phase: FHWA Funds in the R/W Phase ²	CN Phase: FHWA Funds in the Construction Phase ³
Required Documentation			
STIP	X	X	X
Approved NEPA	X ⁴	X ⁴	X ⁴
Approved Relocation Plan (if applicable)		X	
Project Funding Estimate		X	
Approved R/W Plan		X	
WSDOT Approved Right of Way Certification		X	X
DBE/Training Goals			X
Design per LAG Manual			X
Environmental per LAG Manual	X	X	X
R/W Acquisition per LAG Manual	X	X	X
Construction per LAG Manual			X
Intelligent Transportation Systems Information Form (Appendix 41.53)			X

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

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

³Local Agency must provide documentation after completion of the CN phase as documented in this manual.

⁴Any environmental commitments must be incorporated into the R/W and /or CN phases. NEPA is not required if it is a planning study only.

⁵Local Agencies must provide a completed form if the project includes ITS components (see [Appendix 41.53](#)).

.22 Documentation Required for Authorization of Funds

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

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

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

- a. Project prospectus planning scope of work ([Chapter 21](#)).
 - b. Local Agency Agreement ([Chapter 22](#)).
 - c. Evidence of STIP inclusion.
 - d. Documented cost estimate.
 - e. Updated Quarterly Project Report, if required.
2. **Preliminary Engineering Funds** – When applying for preliminary engineering funds only, the following documents are required:
 - a. Project Prospectus ([Chapter 21](#)).
 - b. Local Agency Agreement ([Chapter 22](#)).
 - c. Typical sections, vicinity map, and evidence of STIP inclusion.
 - d. Documented cost estimate
 - e. Updated Quarterly Project Report, if required.
 3. **Right of Way Funds** – When applying for right of way funds, after preliminary engineering funds have developed right of way plans, the following documents are required, if appropriate:
 - a. Supplement to original Local Agency Agreement ([Chapter 22](#)).
 - b. FHWA approval of environmental documents ([Chapter 24](#)).
 - c. Relocation plan, if relocation is required ([Chapter 25](#)).
 - d. Approved Right of way plan ([Chapter 25](#)).
 - e. Right of way Project Funding Estimate or True-Cost estimate ([Chapter 25](#)).

- f. Evidence of STIP inclusion.
 - g. Updated Quarterly Project Report, if required.
4. **Construction Funds** – The following documents must be submitted to request construction funds:
- a. Supplement to Local Agency Agreement. The agency’s proposed advertisement date must be noted on the supplement, or the original LAA if construction is the first phase authorized.
 - b. Right of way certification (if required).
 - c. Final FHWA approval of environmental documents ([Chapter 24](#)).
 - d. Evidence of STIP inclusion.
 - e. Updated project prospectus. To ensure utility and railroad work is adequately addressed (23 CFR 635.309(b)) local agencies are required to provide an updated, signed project prospectus at time of construction phase authorization.
 - f. Engineer’s Estimate.
 - g. Evidence of assignment of DBE/training goals.
 - h. Updated Quarterly Project Report, if required.
- .23 Construction Contract Administration** – The local agency has the option of:
1. Administering the contract if it has approved certification acceptance procedures and operates in compliance with [Chapter 13](#).
 2. Requesting that WSDOT administer the contract.
 3. Using its own forces to perform the work if operating under Certification Acceptance (CA) ([Chapter 61](#)).
 4. Requesting that another public agency (one operating under CA) perform the work ([Chapter 13](#)).
 5. Performing contract administration by a consultant ([Chapter 31](#) under CA).

14.3 Projects Within Interstate Rights of Way

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

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

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

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

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

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

Construction – All construction, materials, and quality control requirements contained in the current editions of the *Standard Specifications* M 41-10 and *Construction Manual* M 41-01 must be incorporated into the agreement.

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

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

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

14.4 Project Development Process Flowchart and Checklist

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

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

14.5 Appendices

[14.51](#) Project Development Process Flowchart

[14.52](#) Project Development Checklist

Appendix 14.51

Project Development Process Flowchart

Phase	Process Activities	Chapter Reference
Initiate	00 Project Development Checklist	12 and 14
	00 Included in STIP	or
Design	00 Project Development Checklist	21 and 43
	00 Prepare Project Prospectus-Design Report	
	00 If Applicable, Engage Consultant	
	00 Make Environmental Determination	
	00 If Applicable, Request Design Deviation	
Request Preliminary Engineering Funds	00 Project Development Checklist	43
	00 Location/Design, Public Hearing, and Approval	
	00 Complete Environmental Action	
	00 Develop Right of Way Plans and Estimate	
	00 Complete Relocation Plan	
	00 Supplement to Local Agency Agreement	
Request Right of Way Funds	00 Project Development Checklist	25
	00 Relocation and Right of Way Certification and Project Analysis	
	00 DBE Goals Set	
	00 PS&E Approval	
	00 Supplement to Local Agency Agreement	
	00 For State Ad and Award, Financial Responsibility Letter	
Request Construction Funds	00 Project Development Checklist	46
	00 Contract Number From the Region Local Programs Engineer	
Construction Administration	00 Notice to Minority Contractors Association (see Region Local Programs for Distribution Centers)	26
	00 Advertise for Bids	46
	00 For Certified Agency (CA), Approve Award and Notify Region Local Programs Engineer	46
	00 For WSDOT Administered Contracts, Award by WSDOT	45
	00 Award Data to Region Local Programs Engineer	46
	00 Preconstruction Conference	52
	00 Construction Administration (<i>Construction Manual M 41-01</i>)	52
	00 Project Development Checklist	53
00 Construction Completion Notice to Region Local Programs Engineer		
Project Closure	00 Final Acceptance by FHWA	53
	00 Final Billing and Cost Report to Region Local Programs Engineer	23 and 53
	00 Complete DBE Form	26
	00 Final Records	53
	00 Audit	53

Project Development Checklist

Project Title: Click here to enter text.

Project Location: Click here to enter text.

Road or Street Number: Click here to enter text.

FA Program: Click here to enter text.

Initials	Date or N/A	Project Initiation (Chapter 12)
		Project in STIP
		Federal aid program form (Sheet 1 of Prospectus) to: <input type="checkbox"/> Metropolitan planning organization <input type="checkbox"/> Or WSDOT (Region Local Programs) <input type="checkbox"/> Nondiscrimination Agreement
		Program of project approved by appropriate agency

Initials	Date or N/A	Project Prospectus (Chapters 21, 24, 42, and ECS Guidebook)
		Sheet 1 <input type="checkbox"/> Project information, local agency project number <input type="checkbox"/> Description of proposed work and existing facility <input type="checkbox"/> Cost estimate of all phases <input type="checkbox"/> Proposed obligation date <input type="checkbox"/> Environmental determination (CE, EIS, EA) <input type="checkbox"/> Request species listing from USFWS, NMFS, DNR, and WDFW <input type="checkbox"/> Signature block
		Sheet 2 <input type="checkbox"/> Geometric design data <input type="checkbox"/> Environmental considerations <input type="checkbox"/> Performance of work
		Sheet 3 <input type="checkbox"/> Right of way relocation <input type="checkbox"/> Utility relocations <input type="checkbox"/> FAA Involvement <input type="checkbox"/> Signature <input type="checkbox"/> Local Agency Design Matrix Checklist, Appendix 42.101
		Prospectus Submittal Checklist, Appendix 21.41

Initials	Date or N/A	Local Agency Agreement (Chapters 22 and 23)
		Billing address <input type="checkbox"/> Description of work matches prospectus <input type="checkbox"/> Check math on agreement <input type="checkbox"/> Federal aid matching percentage <input type="checkbox"/> Method of financing <input type="checkbox"/> Agreement signed by approving authority

Initials	Date or N/A	Request Preliminary Engineering Funds (Chapter 14)
		Project programmed
		Project application package to Region Local Programs Engineer: <input type="checkbox"/> Project prospectus with attachments (including Roadway Section if applicable) <input type="checkbox"/> Local Agency Agreement <input type="checkbox"/> Prospectus Submittal Checklist completed
		PE funds authorized by Local Programs
		Evaluate if WSDOT Access Permits are required

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

Initials	Date or N/A	Consultant Administration (Chapter 31)
		Oversee the consultant's work and billings to ensure compliance with the agreement
		Prepare diary to record discussions and visitation with the consultant
		Check consultant billings regarding employee classification, wage rate, actual invoices for direct non salary costs, etc.
		Enter consultant payment on ledger system
		Conduct consultant employee interviews
		Establish and maintain a tracking system to monitor consultant agreement expiration dates

Initials	Date or N/A	Environmental Processes (Chapter 24 and ECS Guidebook) Categorical Exclusion
		For Categorical exclusion to be approved by FHWA complete the ECS and all necessary discipline reports and approvals (including, but not limited to the ESA and Section 106 processes. <ul style="list-style-type: none"> <input type="checkbox"/> Complete the ECS <input type="checkbox"/> Submit completed drafts of discipline reports to WSDOT Region Local Programs for review by Local Programs <input type="checkbox"/> Submit completed Discipline reports to WSDOT Region Local Programs <input type="checkbox"/> Obtain all necessary approvals <input type="checkbox"/> Submit concurrence letters for all applicable environmental considerations, including but not limited to the ESA and Section 106 requirements, final BA, Final Section 106 documentation, and final ECS to Region Local Programs for transmittal to Local Programs and FHWA

Initials	Date or N/A	Environmental Assessment
		Submit preliminary environmental assessment to Region Local Programs
		Revise draft environmental assessment, based on Local Programs and FHWA comments
		WSDOT and FHWA approve environmental assessment
		Publish notice of availability for environmental assessment
		Publish opportunity for comment period and hearing, if held
		Submit FONSI package (including summary of comments received and responses, any revisions to the environmental assessment and FONSI) to Region Local Programs for review by Local Programs and FHWA
		FONSI issued by FHWA
		-or-
		Establish need to develop Environmental Impact Statement

Initials	Date or N/A	Environmental Impact Statement (Chapter 24 and ECS Guidebook)
		Submit draft Notice of Intent to Region Local Programs
		FHWA Publishes Notice of Intent
		Submit interdisciplinary team recommendations to project manager
		Develop public involvement plan
		Develop data inventory and evaluation from interdisciplinary team
		Submit preliminary discipline reports for review to Region Local Programs
		Submit completed discipline reports to Region Local Programs
		Submit preliminary Draft Environmental Impact Statement to Region Local Programs
		Receive WSDOT and FHWA comments on the preliminary draft of EIS
		Submit camera-ready Draft Environmental Impact Statement to Region Local Programs Engineer for WSDOT and FHWA signature
		Receive approval to publish Draft Environmental Impact Statement
		Distribute draft environmental impact statement to circulation list
		Publish notice of availability in Federal Register (minimum 45 days comment period)
		Advertise opportunity for public hearing
		Respond to all comments received and forward comments/responses to Region Local Programs for review by Local Programs
		Prepare and submit preliminary Final Environmental Impact Statement to Region Local Programs Engineer
		Receive comments from WSDOT and FHWA
		Receive approval to print Final Environmental Impact Statement
		Submit final Environmental Impact Statement to Region Local Programs Engineer for WSDOT and FHWA signature
		Circulate final Environmental Impact Statement
		Submit draft record of decision package to FHWA
		Final ROD issued by FHWA

Initials	Date or N/A	Design Approval (Chapter 43)
		Submit project prospectus
		Submit design report
		Submit "Work Zone Safety and Mobility" report where applicable (see Section 41.2)
		Submit pavement design criteria
		Meet public hearing requirements
		Meet environmental requirements
		Concurrence with BA effect determinations
		ECS approval by FHWA
		For projects over \$50 million in the construction phase and bridge projects over \$40 million in the construction phase conduct a Value Engineering Study.
		For traffic signal projects, submit warrants for signalization to Region Local Programs Engineer
		Obtain location and design approval
		Publish design approval notice

Initials	Date or N/A	Right of Way Funding and Acquisition Funding (Chapters 14 and 25)
		Project in STIP
		Complete design hearing requirements
		Approve right of way plan
		Submit right of way relocation plan (if required) to Region Local Programs Engineer
		Submit right of way project funding estimate or true cost estimate, supplement to Local Agency Agreement and FHWA approval of environmental documents, to Region Local Programs Engineer with request for right of way funds
		Receive authorization to acquire R/W from the Director, Local Programs

Initials	Date or N/A	Acquisition (Chapter 25)
		Acquisition procedures approved by the Director, Local Programs
		Acquisition procedures current
		Set up documentation file for each parcel
		Set up commitment file
Appraisal		
		Appraisal reviewer approved by WSDOT
		Give landowner opportunity to accompany appraiser
		Signed appraiser certification in file
Appraisal Review		
		Appraisal reviewer approved by WSDOT
		Date of value determination precedes commencement of negotiations
		Just compensation set by agency
		Signed review appraiser certification in file
Negotiations		
		Prepare diary of all owner contacts
		Give owner written statement of just compensation (Offer Letter)
		Ensure that settlement contains construction clauses
		Obtain evidence of clear title
		Negotiator disclaimer statement in file
Relocation Plan		
		Approved by WSDOT
		Work with WSDOT relocation staff on all relocations
Project Completion		
		Complete relocation
		Complete acquisition
		Complete administrative settlement documentation
		Place a copy of deeds in file, include proof of payment in file
Send		
		Letter of certification sent from local agency to Region Local Programs Eng.
		LPA coordinator conducts certification review
		WSDOT's certification by Real Estate Services, Assistant Director Local Agency Projects

Initials	Date or N/A	Plans, Specifications, and Estimates (Chapters 24, 26, 27, 44, and ESC Guidebook)
		Review commitment and correspondence file When applicable, secure the following permits or interagency coordination: <ul style="list-style-type: none"> <input type="checkbox"/> Airport roadway clearance from FAA <input type="checkbox"/> Coastal zone management compliance from DOE <input type="checkbox"/> For cultural, archeological, or historic sites SHPO contacted <input type="checkbox"/> Obtain concurrence letters for environmental determination <input type="checkbox"/> Request updated ESA species lists every six months <input type="checkbox"/> When waters modified or controlled, USFWS and State Department of Fisheries and Wildlife consulted <input type="checkbox"/> When stream is affected, permit from DOE <input type="checkbox"/> For timber supporting land, permit from DNR <input type="checkbox"/> When construction might reduce water quality, contact DOE <input type="checkbox"/> For quarries of 2 acres (0.81 ha) and 10,000 tons (9 091 metric tons) or more DNR contacted <input type="checkbox"/> Waters/wetlands – Army Corps of Engineers contacted <input type="checkbox"/> For navigable waterways, permit from Coast Guard obtained <input type="checkbox"/> If wetlands are affected, U.S. Fish and Wildlife Service or National Marine Fisheries Services contacted <input type="checkbox"/> Utility agreement obtained <input type="checkbox"/> Railway agreement(s) obtained <input type="checkbox"/> On all federal aid projects, any revision to Division 1 of the Standard Specifications or APWA Division 1 General Special Provisions requires prior written approval from Local Programs
		PS&E completed: <ul style="list-style-type: none"> <input type="checkbox"/> Vicinity map <input type="checkbox"/> Summary of quantities <input type="checkbox"/> Pit, quarry, stockpile, and waste sites <input type="checkbox"/> Reclamation plans <input type="checkbox"/> Roadway sections <input type="checkbox"/> Plans/profiles <input type="checkbox"/> Utility <input type="checkbox"/> Structure notes <input type="checkbox"/> Signing <input type="checkbox"/> Illumination <input type="checkbox"/> Bridge plans <input type="checkbox"/> Traffic control plans <input type="checkbox"/> Detour plans <input type="checkbox"/> Standard plans <input type="checkbox"/> Sheets numbered and dated <input type="checkbox"/> Each sheet signed and stamped by Professional Engineer <input type="checkbox"/> Bridge plans, design calculations, and soil report to Region Local Programs Engineer (State Ad and Award only)

Initials	Date or N/A	Plans, Specifications, and Estimates (Chapters 24, 26, 27, 44, and ESC Guidebook)
		<input type="checkbox"/> Form FHWA-1273 and latest amendment included <input type="checkbox"/> Log of test borings <input type="checkbox"/> Training requirements <input type="checkbox"/> EEO requirement clauses <input type="checkbox"/> For steel, included Buy America requirement <input type="checkbox"/> Traffic control special provisions <input type="checkbox"/> Specialty items <input type="checkbox"/> General special provisions and amendments arranged in order and indexed <input type="checkbox"/> Project proposal <input type="checkbox"/> Noncollusion Declaration <input type="checkbox"/> Contract <input type="checkbox"/> DBE Utilization Certification <input type="checkbox"/> Engineer's estimate complete <input type="checkbox"/> Documentation for each item in engineer's estimate <input type="checkbox"/> Justification for nonparticipating items <input type="checkbox"/> Detailed documentation for lump sum items available in project files <input type="checkbox"/> Estimate to Region Local Programs Engineer <input type="checkbox"/> Training goal set by Local Programs <input type="checkbox"/> DBE goal set by Local Programs <input type="checkbox"/> Approval of local agency supplied materials <input type="checkbox"/> Sources approved by approving authority <input type="checkbox"/> Approval of stockpiling by the Director, Local Programs (when payment is requested for material when stockpiling aggregates, etc., for use on a future federal aid project) <input type="checkbox"/> Distribution of preliminary plans as determined by local agency
		Field review of PS&E (State Ad and Award only)
		Tied bids – Approval from WSDOT
		For State Ad and Award, financial responsibility letter with PS&E documents sent to Region Local Programs Engineer
		PS&E approved by approving authority
		Plans, contract specifications and estimate stamped, signed, and dated, and on file in the local agency office
		State and federal wage rates added to ad plans
		PS&E sent to Region Local Programs Engineer

Initials	Date or N/A	Request Construction Funds (Chapter 14)
		Project in STIP
		Send letter with the following attachments to Region Local Programs Engineer requesting construction funds: <input type="checkbox"/> Supplement to Local Agency Agreement, if project includes other phases <input type="checkbox"/> Letter of right of way certification <input type="checkbox"/> Final FHWA approval of environmental documents

Initials	Date or N/A	Local Ad and Award Advertise for Bids (Chapter 46)
		Get Local Programs Contract Number _____ from Region Local Programs Engineer
		Approve ad period of less than three weeks
		Publish notice of bid opening
		Date of publication for sealed bids

Initials	Date or N/A	Bid Opening (Chapter 46)
		Issued addendum (if within one week of bid opening, bid opening should be delayed)
		Opened bids
		Prepared bid tabulation sheet
		Checked submitted bids for tabulation errors
		Completed bid and bidders tabulation sheet
		Checked DBE participation project goals – verify DBE certification status
		Request DBE concurrence to award from Local Programs for contracts containing DBE Goals
		Determine responsive bid
		Determine contractor qualifications
		Contractor registered by Washington State Department of Labor and Industries
		Contractor licensed as required by the laws of the State of Washington
		The System for Award Management (SAM) has been checked and documented (www.sam.gov/portal/public/sam)
		Award recommendation sent to approving authority
		When low bid is over engineer's estimate, submit justification and letter of award recommendation to approving authority
		Submit supplement to Local Agency Agreement
		Supplement approved by Local Programs

Initials	Date or N/A	Award of Contract (Chapter 46)
		Establish contract award date _____
		Sent "Award Letter" to successful low bidder Sent request for a DBE Utilization Certification breakdown if a DBE goal was set
		Sent "Condition of Award" to successful low bidder if DBE goals are set in the contract
		Notify all unsuccessful bidders
		Return bid bonds
		Notify second and third bidders of holding bid bonds until execution
		Sent award data to the Region Local Programs Engineer: <ul style="list-style-type: none"> <input type="checkbox"/> Tabulation of bids <input type="checkbox"/> Engineer's estimate <input type="checkbox"/> Actual versus estimated costs shown in Local Agency Agreement <input type="checkbox"/> Award letter <input type="checkbox"/> DBE Utilization Certification, DOT Form 272-056A EF (if applicable) <input type="checkbox"/> DBE Written Confirmation Document, DOT Form 422-031 EF (if applicable) <input type="checkbox"/> Estimated date of contract completion or number of working days for the contract <input type="checkbox"/> Names and addresses of all firms that submitted a quote to the successful low bidder
Date of Award is Cutoff for Charging to Preliminary Engineering		

Initials	Date or N/A	Construction Administration Execution of Contract (Chapter 46)
		Sent contract and contract bond papers to contractor for signature
		"Certificate of Insurance" received from contractor
		Approving authority executed contract documents
		Notified the contractor by phone of the execution of the contract
		Executed a copy of the contract to contractor
		Sent notice to proceed to contractor, with cc to Region Local Programs Engineer
		Returned bid bonds to second and third bidders

Initials	Date or N/A	Preconstruction Conference (Chapter 51)
		Notice of preconstruction conference to: <input type="checkbox"/> Contractor <input type="checkbox"/> Region Local Programs Engineer <input type="checkbox"/> Affected utility companies <input type="checkbox"/> Police department <input type="checkbox"/> Fire department <input type="checkbox"/> Hospital <input type="checkbox"/> Ambulance service <input type="checkbox"/> Post Office <input type="checkbox"/> Others _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
		Preconstruction conference agenda prepared
		Preconstruction conference held
		Minutes of meeting to: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractors <input type="checkbox"/> Region Local Programs Engineer <input type="checkbox"/> Other attending persons <input type="checkbox"/> Invited but not represented agencies <input type="checkbox"/> Project file
		"Training Program": <input type="checkbox"/> Received from contractor <input type="checkbox"/> Approved by agency
		"Apprentice/Trainee": <input type="checkbox"/> Approval request from contractor <input type="checkbox"/> Approved by agency

Initials	Date or N/A	Construction Documentation (Chapter 52)
		"Record of Material" received from WSDOT Materials Laboratory
		Contractor provides copies of permits obtained from other agencies and/or property owners: <input type="checkbox"/> Washington State Department of Wildlife/Fisheries-Hydraulic Permit <input type="checkbox"/> Washington State Department of Ecology <input type="checkbox"/> Irrigation Regionals <input type="checkbox"/> Burlington Northern Railroad <input type="checkbox"/> Union Pacific Railroad <input type="checkbox"/> Air Pollution Control Authority <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
		Temporary water pollution control plan approved

Initials	Date or N/A	Construction Documentation (Chapter 52)
		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: <input type="checkbox"/> Received from contractor <input type="checkbox"/> Approved by agency
		Required job site posters placed by contractor: <input type="checkbox"/> WH 1321 – Employee Rights Under the Davis-Bacon Act (project engineer to fill in contact information on the form prior to supplying to the contractor) <input type="checkbox"/> FHWA-1022 – Notice Federal Aid Project (project engineer to fill in contact information on the form prior to supplying to the contractor) <input type="checkbox"/> EEOC-P/E-1 – Equal Employment Opportunity IS THE Law <input type="checkbox"/> Whistleblower (ARRA projects only) <input type="checkbox"/> WHD Publication 1088 – Employee Rights Under the Fair Labor Standards Act <input type="checkbox"/> WHD Publication 1420 – Employee Rights and Responsibilities Under the Family and Medical Leave Act <input type="checkbox"/> WHD 1462 – Employee Polygraph Protection Act <input type="checkbox"/> WISHA F416-081-909 – Job Safety and Health Law <input type="checkbox"/> F242-191-909 – Notice to Employees (L&I) <input type="checkbox"/> F700-074-909 – Your Rights as a Worker in Washington State <input type="checkbox"/> EMS 9874 – Unemployment Benefits If federal funds are involved, all of these posters are required, except that the Whistleblower poster is required only for ARRA funded projects.
		Daily construction signing records started (checked twice daily and recorded)
		Weekly statement of working days started
		Material acceptance sampler appointed
		Material independent assurance sampler appointed
		Appointed office engineer for progress estimates and final records
		Obtain a copy of the scale certifications
		Daily scale check
		Received FHWA Form 1391 for each July from contractor and subcontractors
		FHWA Form 1392 prepared and sent to Region Local Programs
		Received "Request to Sublet Work" and "Subcontractor or Agent Certification" from contractor
		Approved request to sublet (subject to 70 percent limit)
		Received "Intent to Pay Prevailing Wages" from contractor, subcontractors, and agents
		Received approved "Intent to Pay Prevailing Wages" from Labor and Industries (required before first payment)
		Checked first certified payroll from contractor and subcontractors to ensure

Initials	Date or N/A	Construction Documentation (Chapter 52)
		payment of prevailing wages
		Conducted random check of each successive payroll
		Wage rate interviews conducted
		Checked employee interview wage rate against certified payroll and Labor and Industries approved prevailing rate
		Assigned Change Order Numbers _____ (Local Programs approval required when change order will alter the termini, character, or scope of work. Approval must be obtained before effective date of change order to be eligible for federal participation.) <input type="checkbox"/> Prepare change order that details basis and need for the change <input type="checkbox"/> Extension of time approved _____ days <input type="checkbox"/> Change order signed by contractor <input type="checkbox"/> Change order signed by surety (if required) <input type="checkbox"/> Verbal approval obtained from approving authority <input type="checkbox"/> Signed by approving authority <input type="checkbox"/> Original sent to contractor <input type="checkbox"/> Copy of approved change order sent to Region Local Programs Engineer <input type="checkbox"/> Supplement to Local Agency Agreement approved by the Director, Local Programs
		Obtained copy of monthly estimate <input type="checkbox"/> Verified and documented that DBE is performing a commercially useful function prior to making a monthly payment <input type="checkbox"/> Prepared estimate <input type="checkbox"/> Checked estimate <input type="checkbox"/> Estimate sent to contractor <input type="checkbox"/> Estimate received from contractor <input type="checkbox"/> Obtain all "Intent to Pay Prevailing Wages" forms (for first month only; no payment can be made to the contractor until the form is received)
		Overview of DBE Work (Chapter 26): <input type="checkbox"/> Verify work being done per Condition of Award Letter <input type="checkbox"/> Conduct on-site review(s) of each DBE to determine if the DBE is performing a commercially useful function (CUF) <input type="checkbox"/> Review change orders that affected DBE work <input type="checkbox"/> DBE goal change approved by the Director, Local Programs
		Overview of EEO (Chapter 27): <input type="checkbox"/> Agency designates an EEO officer <input type="checkbox"/> Conduct on-site compliance review <input type="checkbox"/> Monitor DOT Form 820-010 EF each month for each trade <input type="checkbox"/> Notify contractor of compliance or noncompliance with the contract provisions <input type="checkbox"/> Ensure EEO signs are posted

Initials	Date or N/A	Project Completion (Chapter 52)
		Prefinal inspection by local agency and contractor completed
		Final inspection by local construction agency and contractor completed
		Report of Non-American Made Material (GSP 0605.GR1) received from contractor
		Notice of completion sent to contractor
		Extension of time request with justification received from contractor
		Extension of time granted, _____ days
		Extension of time refused, _____ days _____ liquidated damages
		Letter sent notifying contractor of assessed liquidated damages
		Copy of completion notice requesting inspection and acceptance by Region Local Programs
		Contractor submitted claim
		No claim submitted
		Notice of completion to: _____
		Department of Labor and Industries
		Department of Revenue
		Received "Affidavit of Wages Paid" from contractor and subcontractors
		Received ESA species listing for the project every six months
		Received "Quarterly Report of Amounts Credited as DBE Participation" from contractor
		Release received from Department of Labor and Industries
		Release received from Department of Revenue
		Comparison of preliminary and final quantities sent to approving authority
		Material certification form sent to approving authority
		Completed "Report of Contractor's Performance" for prime contractor
		As built plan completed (to be retained indefinitely)
		Final record book #1 completed
		Final estimate approved by the approving authority
		Final estimate received from contractor
		Paid final estimate
		Released retained percentage from escrow or mailed check to contractor

Initials	Date or N/A	Project Closure (Chapters 32 and 53)
		Completion letter sent to Region Local Programs Engineer (within 15 days after project is completed)
		Final billing sent to Region Local Programs Engineer (within 90 days after completion)
		Completed final field inspection by the Region Local Programs Engineer. Deficiencies (if any) will be noted on DOT Form 140-500 EF.
		Resolve deficiencies found during the above field inspection
		Informed by Region Local Programs Engineer of WSDOT final billing approval

22.1 General Discussion

A Local Agency Agreement is an agreement between a local agency and the Washington State Department of Transportation (WSDOT). An agreement is prepared for each federal aid project, and it covers all phases of work involved in the project (preliminary engineering, right of way acquisition, construction). Its purpose is to ensure that the federal funds in the agreed-upon amount are spent in accordance with all applicable state and federal laws and regulations. The agreement also specifies the procedure for payment and reimbursement on the project.

If the federal aid participation ratio entered in the agreement is not the maximum rate allowed by the Federal Highway Administration (FHWA), then the participation ratio entered becomes the maximum rate allowed.

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

The total cost of a project (including federal, state, agency, and private funds) must be shown on the Local Agency Agreement for each phase of work that includes federal or state funds. At the time of each phase authorization, all funds necessary to complete the scope of work for that phase must be secured.

Project Agreement End Date – All projects are now required to have a Period of Performance which includes both a begin date and an end date. A project’s begin date is the date of FHWA authorization. Local agencies will be required to supply an estimated Project Agreement End Date for each federally authorized phase of a project. To ensure adequate time for the delivery of local projects, which are subject to state environmental requirements, substantial community involvement, eminent domain, and coordination with other local projects, WSDOT recommends when establishing the “Project Agreement End Date” local agencies consider:

- For **Planning Only** projects – WSDOT recommends local agencies estimate the end of the project’s period of performance and add one year.
- For **Preliminary Engineering** (PE – design) and **Right of Way** (RW) – WSDOT recommends local agencies estimate when each phase will be completed and add one year to each, due to the complications that may arise with environmental requirements and approvals and negotiating right of way with property owners and railroads.
- For **Construction** (CN) – WSDOT recommends local agencies estimate when construction will be completed and add two years, to provide adequate time to acquire all the necessary paperwork, releases, and negotiate any claims for closure of the project.

Note: Any costs incurred after the “Project Agreement End Date” are NOT eligible for federal reimbursement.

When authorizing construction, the agency's proposed advertisement date must be noted on the supplemental Local Agency Agreement, or the original LAA if construction is the first phase authorized. Local Agencies are expected to go to ad within six weeks of construction authorization.

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

22.2 Preparation Procedure

An original Local Agency Agreement signed by the approving authority must be submitted by the local agency to the Region Local Programs Engineer when the Project Prospectus ([Chapter 21](#)) is submitted. This agreement form will be retained by WSDOT. It is the responsibility of the local agency to submit an additional agreement form or a copy if they need an executed agreement for their files. To allow sufficient time for WSDOT review and execution, these documents should be submitted a minimum of 4 weeks prior to the time when federal reimbursement is desired.

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

An agreement form (DOT Form 140-039 EF) is contained in [Appendix 22.51](#), with instructions for completing it in [Appendix 22.52](#). Local agency cost estimates for each phase of a project are entered on the form, as well as the project name, length, termini, description, Project Agreement End Date, Proposed Advertisement Date (required for construction phase) and method of construction financing. These methods are described in [Appendix 22.52](#).

Local agency resolutions or ordinances that may be needed are discussed in [Appendix 22.52](#).

22.3 Supplemental Agreement

Funds requested beyond the amount set forth in a Local Agency Agreement, supplementing for the next phase of the project and/or a change to the Project Agreement End Date will require execution of a Supplemental Agreement.

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

All projects shall submit a supplemental agreement to revise the federal funds obligated within 90 days after it is determined that the estimated federal share of project costs has decreased by \$250,000 or more (23 CFR Part 630.106(4) Subpart A).

The Project Agreement End Date may be changed during a phase, through a supplement, if:

- a project has a change in the terms and conditions of the federal award (e.g., significant cost change or scope change); or

- adequate justification is provided for project schedule revision or other circumstances (e.g., litigation) and there is no change to the terms and conditions of the Federal project.

Note: Requests for reimbursement after the Project Agreement End Date are NOT eligible for federal reimbursement.

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

22.4 Documented Cost Estimate

A documented cost estimate is an itemized estimate of costs broken down by phase for a project. Preliminary engineering estimates can be based on a percentage of historical construction costs, or based on historical labor and equipment needs used to complete similar design efforts. Right of way estimates will be the right of way project funding estimate ([Appendix 25.172](#)) or true cost estimate ([Appendix 25.173](#)). Construction estimates will be the engineer's estimate, including construction engineering costs. Bid tabulations, or award data may be used to justify increases when completing Supplemental Agreements.

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

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

22.5 Appendices

- [22.51](#) Local Agency Agreement
- [22.52](#) Local Agency Agreement – Instructions
- [22.53](#) Local Agency Agreement Supplement
- [22.54](#) Local Agency Agreement Supplement – Instructions
- [22.55](#) Vacant
- [22.56](#) Documented Cost Estimates – Example

22.6 Forms

- [DOT 140-039 EF](#) Local Agency Agreement – Example
- [DOT 140-041 EF](#) Local Agency Agreement Supplement – Example



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 Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name _____ Length _____
 Termini _____

Description of Work

Project Agreement End Date: _____
 Proposed Advertisement Date: _____

Claiming Indirect Cost Rate
 Yes No

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

By _____
 Director, Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Local Force or Local Ad and Award

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

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, 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).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, 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 Part 200. 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 Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, 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 2 CFR Part 200.501 - Audit Requirements.

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 regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 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 2 CFR Part 200.501. Upon conclusion of the 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 by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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 is notified by the Federal Highway Administration that the project is inactive.
- (5) 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Appendix 22.52 Local Agency Agreement – Instructions

.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

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus.

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Asphalt overlay of Regal Road; curb, gutter, and sidewalk on the east side of the roadway; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter your Project Agreement End Date. This date is based on your projects Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add one year to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add one year to determine the “Project Agreement End Date”.

For Construction – WSDOT recommends agencies estimate the end of the project’s period of performance and add two years to determine the “Project Agreement End Date”.

- d. **CN Phase Authorization Only** – Enter your proposed project advertisement Date.

- e. **Claiming Indirect Cost Rate** – Check the Yes box if you will be claiming indirect costs on your project. For those projects claiming indirect costs approval by your cognizant agency and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if you will not be claiming indirect costs on your project. See section 23.5 for additional guidance.

.05 Type of Work and Funding (Round all dollar amounts to the nearest dollar)

- 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 i.

*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** – Lines k through p show construction costs for the project by type of work.

*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.

- d. **Total Project Cost Estimate**

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 maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- .06 **Signatures** – An authorized official of the local agency signs the agreement, and writes in their title. *Note:* Do **not** enter a date on the Date Executed line.
- .07 **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly 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. To show continuous progress agencies should bill monthly until agreement is closed.
- .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.
- .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 Local Programs. The agreement is dated at the time of final execution by Local Programs.

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 <small>(Catalog of Federal Domestic Assistance)</small>

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

Are you claiming indirect cost rate? Yes No Project Agreement End Date _____

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: _____

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

Date Executed _____

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

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 Part 200. 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 Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, 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).

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 2 CFR Part 200.501 - Audit Requirements.

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.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 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 2 CFR Part 200.501. Upon conclusion of the 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 by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

- .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 such as the addition or deletion of work elements and/or changes to the termini. 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 in the space provided.
- .09 **Claiming Indirect Cost Rate** – Check the Yes box if you will be claiming indirect costs on your project. For those projects claiming indirect costs approval by your cognizant agency and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if you will not be claiming indirect costs on your project. See Section 23.5 for additional guidance.
- .10 **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project determine your revised Project Agreement End Date based on the following guidance:
 - For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add one year to determine the “Project Agreement End Date”.
 - For Construction – WSDOT recommends agencies estimate the end of the project’s period of performance and add two years to determine the “Project Agreement End Date”.

.11 **Type of Work and Funding** – Complete this section in the manner described in [Appendix 22.52](#), Paragraph .05.

1. **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.
2. **Column 2** – Enter additional amounts requested.
3. **Column 3** – Add the amounts in columns 1 and 2.
4. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.

.12 **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 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 file.

Appendix 22.56 Documented Cost Estimates – Example

Documented Cost Estimate for Preliminary Engineering

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

Documented Cost Estimate for Construction

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

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

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 – Example



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 Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name NE Ward Road Length 1.01 Miles
 Termini SR 500 to NE 162nd Ave.

Description of Work

Asphalt overlay of NE Ward road to include curb, gutter, and sidewalk on both sides of the roadway.

Project Agreement End Date: 4/10/16 Claiming Indirect Cost Rate
 Proposed Advertisement Date: _____ Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>86.5</u> % a. Agency	10,000.00	1,350.00	8,650.00
b. Other	5,000.00	675.00	4,325.00
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)	16,000.00	2,160.00	13,840.00
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)	16,000.00	2,160.00	13,840.00

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

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

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

_____ January 1 _____, 2015 _____, Resolution/Ordinance No. _____ 2015-01 _____

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.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, 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).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, 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 Part 200. 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 Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, 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 2 CFR Part 200.501 - Audit Requirements.

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 regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 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 2 CFR Part 200.501. Upon conclusion of the 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 by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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 is notified by the Federal Highway Administration that the project is inactive.
- (5) 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Local Agency Agreement Supplement – Example



**Washington State
Department of Transportation**

Local Agency Agreement Supplement

Agency City of Snoqualmie		Supplement Number 1
Federal Aid Project Number STPUS-0202(054)	Agreement Number LA-7500	CFDA No. 20.205 <small>(Catalog of Federal Domestic Assistance)</small>

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

Are you claiming indirect cost rate? Yes No Project Agreement End Date _____
Does this change require additional Right of Way or Easements? Yes No Advertisement Date: _____

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

Date Executed _____

Agency City of Snoqualmie		Supplement Number 1
Federal Aid Project Number STPUS-0202(054)	Agreement Number LA-7500	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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 Part 200. 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 Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, 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).

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 2 CFR Part 200.501 - Audit Requirements.

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.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 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 2 CFR Part 200.501. Upon conclusion of the 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 by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Chapter 23 Progress Billing (Reimbursement Costs)

23.1 General Discussion

All progress billings shall be submitted monthly to WSDOT Headquarters Local Programs 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.

Once written authorization is provided the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result in your project becoming inactive, as described in 23 CFR 630.106 and subject to deobligation of federal aid funds and/or agreement closure.

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 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. Local Programs sends the local agency the original fund authorization letter.
2. The agency submits a progress billing ([Appendix 23.71](#)) to WSDOT Headquarters Local Programs in accordance with the Local Agency Agreement. The form must be completed in accordance with the instruction outlined in [Appendix 23.72](#).

All progress billings, including the final progress bill may be submitted electronically via email to hqpbillings@wsdot.wa.gov or hard copy to

WSDOT Local Programs
PO BOX 47390
Olympia, WA 98504-7390

- All hard copy progress billings must have an original signature in order to be processed.

- All email progress billings must include all of the following in order to be processed:
 - Agency
 - Project title
 - Federal aid project number.
 - Local agency agreement number.
 - “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 first progress billing requires the local agency to submit back-up documentation to support the reimbursement request. (e.g., consultant invoices, contractor pay estimates, staff hours, etc.) Thereafter, the billing period needs to be consecutive and if requested, documentation needs to support dates within that billing period. An explanation needs to be provided for billing periods that overlap. The final progress bill must include a summary of the project expenditures (Appendix 23.75).

All progress billings must be substantiated by the required standard documentation established in this manual, the *Construction Manual* M 41-01, requirements of the contract documents, and as defined by FHWA and must be available for review.

Construction costs are not eligible for reimbursement until after the contract has been awarded. Exceptions may include contract advertisement, staking, etc. **However, a statement explaining these costs must be included with the progress billing.**

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 WSDOT Headquarters Local Programs.

FHWA requires WSDOT to conduct a quarterly review of local agency inactive projects. Local Programs definition of an inactive project is any project for which no expenditures have been charged against the federal project for the past 9 months. Any project that meets this definition will require evaluation and documented justification for remaining open. If a federal project remains open without acceptable justification and supporting documentation for remaining open, the project is at risk of being closed by FHWA. Examples of reasonable justification can be found in [Appendix 23.73](#).

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 Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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 related documentation to support those costs. The ICRP must be prepared in accordance with the instructions and regulations outlined in Appendix VII to 2 CFR Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

- A local government that receives more than \$35 million in all direct Federal funding must submit its ICRP to its federal cognizant agency for indirect costs. The cognizant agency for indirect cost negotiations is the Federal agency providing the largest amount of direct Federal awards. A local government that has a current federally negotiated indirect cost rate approved by its cognizant agency may apply for a one-time extension of the rate for a period of up to four years as defined in 2 CFR Part 200.414, paragraph (g).
- Other local governments must develop and certify ([Appendix 23.74](#)) an ICRP in accordance with federal requirements and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs.

If a local government has never received federal reimbursement for indirect costs they may be eligible to use a de minimis rate of 10% of their modified total direct costs. Eligible agencies that elect to use the de minimis rate must meet the requirements as defined in 2 CFR Part 200.414, paragraph (f).

Some costs have been deemed ineligible for federal participation. Ineligible costs include equipment purchase and repair (unless specifically approved by FHWA), future equipment replacement costs, and those costs unallowable under 2 CFR Part 200.

.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 Part 200.

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 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 this manual, the *Construction Manual* M 41-01, 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 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. Local Programs provides a copy of the report to the agency and identifies any findings.

23.7 Appendices

- [23.71](#) Local Programs Progress Billing – Example
- [23.72](#) Local Programs Progress Billing – Instructions
- [23.73](#) Inactive Justification Examples
- [23.74](#) Certificate of Indirect Costs
- [23.75](#) Local Programs Final Project Summary - Example

Appendix 23.71

Local Programs Progress Billing – Example

Local Programs Progress Billing

Agency Address
 Federal Tax ID No.
 Agency Use:

Federal Aid Project: _____
 Agreement Number: LA- _____
 Last Supplement: _____
 Project Title: _____
 Project End Date: _____

Progress Bill No: 1
 Final Progress Bill? no
 Billing Period from: _____ through: _____
 CN Award Date: _____

	1	2	3	4	5	6	7	8
	Total Eligible This Period	Total Eligible To Date	Participation Rate	Amount Claimed This Period Col 1 x Col 3	Amount Claimed Prior Periods	Total Claimed To Date Col 4 + Col 5	Amount Authorized Per Agreement	Remaining Federal Funds Col 7 - Col 6
PE								
a - Agency				0.00		0.00		0.00
b-c				0.00		0.00		0.00
<i>Total Preliminary Engineering</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
RW								
f				0.00		0.00		0.00
g-h				0.00		0.00		0.00
<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				0.00		0.00		0.00
m				0.00		0.00		0.00
n				0.00		0.00		0.00
CE								
o - Agency				0.00		0.00		0.00
p				0.00		0.00		0.00
<i>Total Construction</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT	0.00	0.00		0.00	0.00	0.00	0.00	0.00

Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, 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.

Submit to HQ Local Programs
 hqpbillings@wsdot.wa.gov
 WSDOT Local Programs
 PO BOX 47390
 Olympia, WA 98504-7390

Signee

Title

Date

Progress Billing Form – After the Fund Authorization letter is received by the agency, a Local Programs Progress Billing form must be completed. (Appendix 23.71). Form is available for download on our website: www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/forms.htm.

Funding Set Up – The amount of federal funding set up for a project is based on the local agency agreement. 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: Following the final settlement and closure of the agreement, a final payment may be made in excess of the amount authorized per agreement in column (7) up to, but not to exceed the total project Fund Authorization Amount. Consult your Region Local Programs Engineer for specific project information.

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, RW, 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.

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 top portion of the form must include the following:

- **Agency Information: Agency Name, Address and Federal Tax ID or Statewide Vendor Number and Agency Use** – This space provided is for the agency's records and is not required to receive payment.
- **Project Information** – Federal Aid Project, Agreement Number, Last Supplement, Project Title, Project End Date.
- **Progress Billing Information** – Progress Bill No., Final Progress bill (yes/no), Billing periods, CN Award Date. The first progress billing must include the first date expenditures were actually incurred on the project. Thereafter, the billing period needs to be consecutive and if requested, documentation needs to support dates within that billing period. 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).

Details for Completing 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.

*The progress billing form contains formulas that auto calculate the amounts. To ensure correct calculations, enter amounts in column 3 and column 7 from the local agency agreement prior to entering the other columns.

- Column (1)** Total Eligible This Period: Record the total eligible costs incurred for federal participation this period for each item of work. (Agency must claim all eligible costs).
- Column (2)** Total Eligible to Date: Record the total amount previously claimed in column (2) plus new eligible in column (1). (This cell does not auto calculate)
- Column (3)*** Participation Rate: Enter the current participation percentage in the local agency agreement.
- Column (4)** Amount Claimed This Period: The form calculates this amount from Column (1) multiplied by column (3). For manual calculation (Multiply column (1) by column (3) and enter in column (4). This represents the amount of funds claimed on the progress bill. Column (4) can never exceed Column (1) and must be equal to the participation rate up to the authorized agreement amount.
- Column (5)** Amount Claimed Prior Period: Record the total amount previously claimed in column (6) (This cell does not auto calculate)
- Column (6)** Total Claimed to Date: The form calculates this amount from adding column (4) and column (5). For manual calculation add column (4) and column (5) and enter the total in column (6). 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. Enter the amount from the local agency agreement listed as the Estimated Federal Funds.
- Column (8)** Remaining Federal Funds: The form calculates this amount by subtracting column (6) from column (7). For manual calculation subtract column (6) from column (7) and enter the total in column (8). 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. Refer to funding setup section.

Preliminary Engineering

- Line a** Agency Work for PE: Eligible PE cost incurred by the local agency.
- Line b-c** Other PE: As shown on Local Agency Agreement, usually consultant cost.
- Line d** State Service: As shown on Local Agency Agreement, is not included on the progress billing.
- Line e** Total PE Cost: 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 federal funds set up for the local agency based on the latest version of the Local Agency Agreement.

Right of Way

- Line f** Agency Work for RW: Eligible RW cost incurred by local agency.
- Line g-h** Other RW: As shown on Local Agency Agreement, usually consultant cost.
- Line i** State Service: As shown on Local Agency Agreement, is not included on the progress billing.
- Line j** Total RW Cost: This is the total amount claimed and authorized for payment to the local agency within the RW 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.

Construction

- Line k** Contract: Eligible payments made to contractor. Contract Award date must be submitted before payment will be made.
- Lines l-n** Other CN: 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 for CN: Eligible cost incurred by the local agency. Construction costs are not eligible for reimbursement until after the contract has been awarded. See exceptions in [Section 23.2](#).
- Line p** State Service: As shown on Local Agency Agreement, is not included on the progress billing.
- Line q** Total CN Cost: 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 federal funds set up for the local agency based on the latest version of the Local Agency Agreement.

Total Project

- Line r** Total Project Cost: Add the Total PE, Total RW, and Total CN. 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.

Sign and date the progress billing and distribute according to the instructions located at the bottom of the form and in [Section 23.2](#).

Example 1**State: Washington****FMIS Project # 000001**

The project is for the acquisition of right of way and is considered valid remaining open for the settlement of one remaining parcel of land relative to the construction of the roadway improvement at Case Boulevard in the County. The parcel was successfully acquired through condemnation procedures, but final settlement of the last parcel remains to be adjudicated through the Superior Court. Although deposited the fair value of the property at time of taking, final cost is to be determined by the court. The balance of unexpended federal aid project funds is anticipated to be sufficient to cover the cost of the property. Final settlement date has not been established. Federal dollars may not be invoiced to FHWA until settlement has taken place; the costs remain in the file awaiting future release. We have initiated discussion with the right of way division to determine whether the cost of the final parcel should be reclassified as nonparticipating for federal aid to permit the project to progress to final acceptance and closure because of the inordinate and continuing delay in settlement.

Example 2**State: Washington****FMIS Project # 000002**

The project is valid because further expenditures are anticipated. The project is a Safe Routes to School sidewalk improvement administered by the local agency. The construction was completed and inspected by the state on April 24, 2012; however, the balance of the construction contract cost has not been billed under the agreement because of a contractual wage rate complaint filed on July 11, 2012. The complaint alleges the contractor failed to pay its workers the required prevailing rate of wages. There is no specified time frame for the resolution/adjudication of the complaint and payment to the contractor may be delayed for a substantial period of time. A copy of the complaint action is on file in the offices of FHWA. WSDOT will monitor the matter and update FHWA accordingly.

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal (identify date) to establish billing or final indirect costs rates for (identify period covered by rate) are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of Appendix VII to 2 CFR Part 200, Subpart D (3), Required certification. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal.
2. All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

Appendix 23.75

Local Programs Final Project Summary - Example



Final Project Summary

Agency:	Project Title
Federal Aid Number:	Agreement:

Federal Participation Rate: 86.50% **Authorized Amount:** \$

Authorization Date: PE 01/01/15
 CN 06/01/15
 CN

Project End Date: 12/31/15

Type of Work	Total Cost Incurred	Federal Share	Total Claimed to date	Non-Participating Funds
PE				
a - Consulting	0.00	0.00	0.00	0.00
b - Other	0.00	0.00	0.00	0.00
c - Other	0.00	0.00	0.00	0.00
d - Other	0.00	0.00	0.00	0.00
d - Agency	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00
RW				
a - Consulting	0.00	0.00	0.00	0.00
b - Acquisition	0.00	0.00	0.00	0.00
c - Other	0.00	0.00	0.00	0.00
d - Other	0.00	0.00	0.00	0.00
d - Agency	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00
CN				
a - Contract	0.00	0.00	0.00	0.00
b - Consulting	0.00	0.00	0.00	0.00
c - Other	0.00	0.00	0.00	0.00
d - Other	0.00	0.00	0.00	0.00
d - Agency	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00
Project Total	0.00	0.00	0.00	0.00

Submission of this summary 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 purpose specified.

Submit to HQ Local Programs with final bill

hqlpbillings@wsdot.wa.gov

WSDOT Local Programs
 PO BOX 47390
 Olympia, WA 98504-7390

 Signee

 Title

 Date

34.1 General Discussion

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

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

34.2 Bridge Condition Inspection Program

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

The Federal Highway Administration (FHWA) has set the national standards for the proper safety inspection and evaluation of bridges in a document called the National Bridge Inspection Standards (NBIS). These standards are located in the Code of Federal Regulations, Title 23 Highways Part 650, Subpart C. The latest electronic version of the NBIS can be found online at www.fhwa.dot.gov/bridge/. Information and guidance on bridge condition inspection in Washington State is located in the *Washington State Bridge Inspection Manual* (WSBIM) M 36-64. Reference these documents for additional information on the following subjects. In the event of conflicting information or requirements between the WSBIM and [Sections 34.2](#) and [34.3](#) of this manual, the WSBIM will govern.

.21 Delegation of Bridge Program Manager Status – Each State Transportation Department is required to have an Inspection Organization responsible to inspect, or cause to be inspected, all highway bridges located on public roads that are fully or partially within the State’s boundaries, except for bridges owned by Federal agencies. The WSDOT Local Agency Bridge Engineer has been delegated as the Program Manager for county and city owned bridges. The NBIS contains provisions to allow further delegation of bridge program functions identified in §650.307(c)(2) to qualified Local Agency bridge program personnel. See [Appendix 34.54](#).

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

Inspection frequency requirements are listed in Section §650.311 of the NBIS. These requirements are also outlined in the flowchart in [Appendix 34.52](#) and are detailed in the WSBIM. The Local Programs 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 Local Programs 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 Local Programs Bridge Office. If corrections are not made within 30 days of notification, the second notification will be a formal letter of noncompliance from the Local Programs 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, Local Programs that federal funds may be restricted until compliance is met.

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

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

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

Minimum Qualifications for Program Manager are:

- Registered Professional Engineer or 120 months of bridge inspection experience
- Successful completion of FHWA approved Comprehensive Bridge Inspection Training Course

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

Minimum Qualifications for Team Leader are:

- Qualified Program Manager
- Or, 60 months of bridge inspection experience and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Certified Level III or IV NICET bridge safety inspector and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course

- Or, BS degree in engineering, and successfully passed EIT, and 24 months Bridge Inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course
- Or, Associates degree in engineering, and 48 months bridge inspection experience, and successful completion of FHWA approved Comprehensive Bridge Inspection Training Course

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

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

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

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

- 40 hours of bridge related training including WSDOT sponsored bridge training, bridge conferences, and other NHI Bridge Training courses.
- An approved Bridge Inspector Refresher Training course.
- Field evaluation performed by WSDOT Local Programs during QA reviews or by an agency’s Bridge Program Manager with the approval of the WSDOT Local Programs Bridge Engineer (see [Section 34.3](#)).

The expiration date of Program Managers and Team Leaders privileges are listed under Bridge Works account settings and is updated by Local Programs after verification that the continuing education requirements have been met. Qualification reviews are performed annually and as well as the formal process during the file review during the QA process outlined under [Section 34.3](#).

Visit the Local Programs Bridge Services website at www.wsdot.wa.gov/localprograms/bridge/training.htm for bridge training opportunities which count toward the 40 hours of continuing education.

.25 Bridge Inspection Records and File Requirements – Bridge owners are required to maintain a complete and current official bridge file for each structure included in the NBI. This file is to be maintained throughout the life of the bridge. Chapter 2 of the [WSBIM](#) and [Appendix 34.55](#) list the requirements for each official bridge file and detailed guidance on what to include. In addition, the latest version of the *American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation*, has been incorporated by reference in the NBIS. See NBIS Section §650.313(d).

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

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

.26 Bridge Load Ratings – All NBI bridges, including new structures, require load ratings which must be stamped and signed by the Professional Engineer charged with overall responsibility for the analysis. These ratings must be placed in the official bridge file as discussed in [Section 34.25](#). If the current load rating is suspect because of condition changes or added dead load, a new rating shall be performed and the bridge inventory updated within 90 days of the inspection. Bridges must be posted or restricted when the maximum load carrying capacity drops below the maximum unrestricted legal load. Additional load rating requirements are available in Chapter 5 of the [WSBIM](#). Once it has been determined that an in-service bridge can no longer carry legal loads, load restriction signs shall be installed within 30 days including an update to the Local Agency Bridge Inventory with correct coding that reflects the diminished bridge capacity. The inventory update shall include a photo of the posting for confirmation purposes. Load ratings for new bridges are eligible for HBP funds and should be included in the contract for bridges funded under this program. Load Ratings shall be available for inclusion in the bridge inventory record no later than 90 days from the time the bridge is put in service.

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

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

1. Development and implementation of a monitoring program.
2. Instructions regarding the type and frequency of inspections to be made at the bridge.
3. A schedule for the timely design, and construction of scour countermeasures (e.g., riprap).

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

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

The WSDOT Local Programs 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, Local Programs, 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

Local Programs conducts Quality Assurance and Quality Control (QA/QC) reviews of local agency bridge programs statewide to:

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

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

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

The Local Programs Bridge Inventory Engineer continually performs routine Quality Control reviews on the data contained in the Local Agency Bridge Inventory. Queries are run on all bridge inventory data for verification of data consistency and correct data field correlation. In addition, updated bridge inspection data prepared by the bridge owners receives an in-depth review and corrections are made before releasing new data to the bridge inventory. The remote aspect of the QC review process is extended to incorporate additional bridge file components as they become available electronically through the bridge inspection software. This process produces a more efficient and complete review of the Agency’s program during the actual field visits.

Quality Assurance reviews are a formal review that is conducted a minimum of once every five years. This formal review consists of both a bridge file review and the field review as detailed below. See [Appendix 34.57](#) for a copy of the checklist used by Local Programs for this review.

The detailed documented policies and procedures used by Local Programs for the QA/QC reviews are located in Chapter 7 of the [WSBIM](#).

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

34.4 Local Bridge Program Call for Projects

Counties and cities are invited to submit bridge projects to Local Programs in response to the Local 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 Local Bridge Program Eligibility – A bridge project must fulfill the following federal criteria to be eligible for 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 funding.
5. No replacement or rehabilitation projects can have been performed using funds in the past 10 years. There is no moratorium following Seismic-Paint-Scour projects, however, the intent of this funding is for the repair to last at least 10 years.
6. Bridges with structurally deficient decks (Deck Overall codes of 4 or less) are eligible for rehabilitation regardless of sufficiency rating. The 10-year moratorium will not disqualify the candidate. However, once the deck has been replaced or rehabilitated, the 10-year rule will apply.

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

labeled “Bridge Analysis.” A sufficiency rating generator is included as part of the Bridge Works Bridge Inspection software which is available for download at www.wsdot.wa.gov/localprograms/bridge/bridgeworks.htm.

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

1. **Live Load** – Load and Resistance Factor Design (LRFD) HL 93.
2. **Vertical Clearances** – Clearance over roadways is a minimum 16.5 feet. Clearance over railroads is a minimum 23.5 feet.
3. **Design-Year ADT** – Will be determined per [Section 43.21](#).
4. **Bridge Length** – The length of the replacement bridge can be affected by one or both of the following factors:
 - a. The bottom of the superstructure will be 3 feet above the 100 year flood or as determined by field review.
 - b. The abutment and pier locations(s) of a new bridge generally reduce the existing backwater elevation. In fish bearing waters, acceptable rise in the backwater elevation is 0.2 foot above the existing conditions, as referenced in [WAC 220-110-070\(1\)\(h\)](#). For non-fish bearing waters, the acceptable rise in the backwater elevation is 1 foot above the existing conditions.
5. **Bridge Type** – The bridge type selected will be the most economical type for the span length needed, based on sound engineering judgment and/or economics.
6. **Bridge Foundation Type** – The type and depth of the foundation elements will depend on the results of the geotechnical and hydraulic analyses and shall be considered scour safe (WB76-80 coded 8 or 9).

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

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

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

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

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

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

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

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

- a. **Field Review Team** – The Field Review Team consists of the WSDOT Local Programs Bridge Engineer (Review Team leader), a local agency bridge owner representative, the Region Local Programs Engineer, and FHWA Division Bridge Engineer whenever possible. On non-CA agency bridges, the Field Review Team will also have a representative from the agency providing CA services for the nonCA agency. The Local Programs 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 Local Programs 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 – A local bridge advisory committee convenes after the on-site field reviews are completed with the local agencies. A prioritized list of bridge projects are presented to the committee in order of sufficiency rating, results of the field review, review team recommendations, and other pertinent information. The committee reviews all of the projects and adds comments based on a statewide approach.

The Director, Local Programs approves the final list of bridge projects based upon funding levels, delivery schedules, bridge sufficiency and committee comments. 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.

The committee is comprised of seven voting members and two alternates. The committee includes four county representatives, four city representatives, with the Local Programs 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.

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

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

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

1. **Prior to Construction Obligation/Authorization** – Prior to construction authorization, the agency is required to have all necessary funding secured. If the current engineer’s estimate exceeds the amount of funding approved for the project, the agency may submit a request to increase federal funding. Approval for the increase in funding must be received prior to construction authorization or all costs above the original amount approved for the project will be the responsibility of the agency.
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 funds must be received prior to awarding the project contract or all costs above the original amount approved for the project will be the responsibility of the agency. Local Programs 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 and update the TIP/STIP and Prospectus as applicable to the Region Local Programs Engineer for further processing.

34.5 Appendices

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

This chapter is used for NHS and non-NHS routes by Local Agencies operating under Certification Acceptance (CA) and choosing to administer construction contracts themselves. In the sequence of project development, this follows [Chapter 46](#).

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

Title 23 USC and 23 CFR provisions apply to all NHS Federal aid projects regardless of federal funding source or approval authority. State standards may be used on non-NHS projects, except for federal requirements pertaining to contracts (bid proposal content including Davis Bacon and DBE) and procurement procedures (competitive bidding and Brooks Act).

52.1 General Discussion

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

Except for this chapter, construction shall be administered and materials inspected, in accordance with the [Construction Manual](#) M 41-01. For exceptions to the [Construction Manual](#), see [Appendix 52.107](#). In case of conflicting guidelines, this chapter governs the [Construction Manual](#). Agencies may choose to use their own forms provided the same information is included on the agency forms as is shown on the WSDOT forms used for the same purposes. For an understanding of WSDOT documentation requirements, use Chapter 10 of the [Construction Manual](#) as a guide.

All FHWA projects are subject to Disadvantaged Business Enterprise (DBE), on the Job Training (OJT) and Equal Employment Opportunity (EEO) compliance reviews by WSDOT.

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

52.2 Preconstruction Conference

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

On large, complex projects, a preconstruction conference should be held before each construction phase. It may be desirable to hold separate conferences for some specialized construction items such as paving, roadside planting, or electrical work. The preconstruction conference may include a partnering session, if appropriate. For a conference agenda example, refer to [Appendix 52.101](#).

The meeting should be documented and copies of the minutes transmitted to the Region Local Programs Engineer and each agency, organization, and firm that has involvement or interest in the project (see [Appendix 52.102](#)).

52.3 Quality Control

The quality of materials and workmanship on a project must conform to the contract specifications so that the public funds expended will have purchased a safe, economical, and fully functional transportation facility.

.31 General – The source for each type of material must be approved by the Local Agency prior to use. There are two submittal processes allowed by *Standard Specifications* Section 1-06.1 for material approval in Washington State, the Qualified Product List and the Request for Approval of Materials (RAM). Contractors are encouraged to use one of these tools to request material approval or, if an agency has their own process established, to follow that.

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

The Request for Approval of Material (DOT Form 350-071 EF) is a form distributed by WSDOT. Contractors may use this form to submit requests for approval for materials not found in the QPL. Some agencies have a similar form that is also acceptable.

Local Agencies requesting a Record of Materials (ROM) from WSDOT's Mats Lab should submit their request as soon as possible to avoid delaying the contractor. The average processing time is approximately four to eight weeks.

Reimbursement of FHWA funds may be denied for work done contrary to, or in disregard of, the contract documents.

Local Agencies making improvements to National Highway System (NHS) routes with federal funding must comply with the FHWA approved qualified tester program. If a Local Agency is not certified to perform the tests, they can contact a qualified testing laboratory or their Region Local Programs Engineer to make arrangements for WSDOT to perform the testing on the project.

.32 Qualified Tester Requirements – For local agencies the guidelines below apply:

- 1. Construction Projects on Non-NHS Highway System** – There is no requirement for qualified testers on the non-NHS highway system. Construction projects that have FHWA funds must follow the requirements contained in this manual.
- 2. Construction Projects on the NHS Highway System With No FHWA Funds** – There is no requirement for qualified testers on the NHS highway system that do not have FHWA funds in the construction phase.
- 3. Construction Projects on the NHS Highway System With FHWA Funds** – Qualified Testers are required for construction projects that on the NHS highway system that have FHWA funds in the construction phase.

Agencies have several options for meeting the qualified tester requirements:

- Contract with WSDOT to perform the required tests.
- Local agency may pursue tester qualification through WSDOT for agency personnel.
- Agencies may use any AMRL R-18 laboratories qualified to test as defined by AASHTO test methods appropriate to the material. Employees of AMRL R-18 laboratories are considered qualified via the laboratory certification process. WAQTC testers may also work on NHS projects.
- Agencies may also use laboratories that are accredited by the Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing or accredited by the Construction Materials Engineering Council's (CMEC's) ISO 17025 program. These laboratories are considered to meet the quality assurance requirements in 23 CFR 637.209(a) (2), (3), and (4).

.33 Quality Assurance Program for Qualified Testers – For work on an NHS Highway System local agencies must develop a quality assurance program which will assure that the materials and workmanship incorporated into each federal-aid highway construction project is in conformity with the requirements of the approved plans and specifications, including approved changes. The program must meet the criteria in FHWA regulation for *Quality Assurance Procedures for Construction* (23 CFR 637).

The Quality Assurance Program includes the following:

- Qualified Tester Program
- Equipment Calibration/Standardization/Check and Maintenance Program
- Qualified Laboratory Program
- Independent Assurances (IA) Program

There are three ways an agency can meet the IA on-site evaluation requirements. They are as follows:

- Contract with WSDOT 's Region Materials Lab
- Contract with a qualified local agency
- Contract with a qualified testing firm.

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

- **AASHTO T 168** – Sampling Bituminous Paving Mixtures
- **AASHTO T 308/ASTM D 6307** – Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method (may substitute other AASHTO or ASTM extraction methods). Use of Ignition Method must include furnace correction factor for each mix tested.
- **AASHTO T 209/ASTM D 2041** – Rice Density
- **AASHTO T 27/T 11** – Sieve Analysis of Fine and Coarse Aggregates
- **AASHTO T 255** – Total Evaporable Moisture Content of Aggregate by Drying
- **WAQTC TM 6** – Moisture Content of HMA

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

- **WAQTC TM 8** – In place Density of Bituminous Mixes Using the Nuclear Moisture-Density Gauge

Concrete testing can be performed by testers qualified by AMRL R-18 qualification in the following test methods:

- **AASHTO T 23** – Making and Curing Concrete Test Specimens in the Field
- **AASHTO T 119** – Standard Test Method for Slump of Hydraulic-Cement Concrete
- **AASHTO T 152** – Air Content of Freshly Mixed Concrete by the Pressure Method
- **AASHTO T 141/ASTM C 172** – Sampling Freshly Mixed Concrete
- **AASHTO T 309** – Temperature of Freshly Mixed Portland Cement Concrete

Laboratories must meet the AASHTO Standards for Moist Cabinets, Moist Rooms, and Water Storage Tanks and be qualified to Cure, Cap, and perform compression testing of test specimens.

Testers with current ACI grade 1 Concrete Testing Certification can also perform concrete field testing on NHS projects with federal funding.

Aggregate testing can be performed by laboratories qualified by AMRL R-18 in the following test methods:

- **AASHTO T 2** – Sampling of Aggregates
- **AASHTO T 27/T 11** – Sieve Analysis of Fine and Coarse Aggregates
- **AASHTO T 176** – Determination of the Plastic Fines in Graded Aggregate by Use of the Sand Equivalent Test
- **AASHTO T 248** – Reducing Field Samples of Aggregates to Testing Size
- **AASHTO T 255** – Total Moisture Content of Aggregate by Drying
- **AASHTO TP 61** – Determining the Percentage of Fracture in Coarse Aggregate

Laboratories offering Embankment and Base Density field testing must be qualified to perform the following test methods:

- **AASHTO T 272** – Family of Curves – One-Point Method
- **AASHTO T 310** – In-Place Density and Moisture Content of Soil and Soil Aggregate by Nuclear Method
- **AASHTO T 99** or other approved test method of determining – Moisture Density Relations of Soils

The following is a breakdown of materials and how they will be accepted.

List of Materials to Test

1. Structural Concrete
 - Slump
 - Air
 - Temp
 - Compression Testing
 - Aggregate
2. Asphalt in the roadway
 - Density
 - Hot Mix
 - Aggregate

3. Surfacing under roadway and bridge approaches
Density
Gradation and SE
4. Base material under roadway, embankments, bridge approaches
Density
Gradation and SE
5. Structural Grout
Compression Testing
6. High Strength Nuts Bolts and Washers*
Manufacturer's Certificate of Compliance
Certificate of Material Origin

List of Materials to Certify

1. Steel
Manufacturer's Certificate of Compliance
Certificate of Material Origin*
2. Iron
Certificate of Material Origin*
3. Liquid Asphalt Products
Manufacturer's Certificate of Compliance
4. Construction Geosynthetics
Manufacturer's Certificate of Compliance
5. Guardrail Items
Certificate of Material Origin for steel components*
6. Bridge Bearing Assemblies that are not welded
Manufacturer's Certificate of Compliance
Certificate of Material Origin**

List of Material to Accept With Visual Inspection or Catalog Cut

1. Traffic marking – paints and thermoplastics
2. Electrical items and accessories
3. Fencing
4. Landscaping or irrigation items
5. Drainage Items
6. Rebar Tie Wire
7. Backer Rod under RCS Expansion Joints
8. Rebar Chairs and Dobie Blocks

*See *Standard Specifications* Section 9-06.5.

**Agencies must document the sources of steel and iron by having a "Certification of Materials Origin" on file. For further clarification of Manufactured Products under Buy America, see [Appendix 52.108](#).

9. Temporary Items
10. Compost
11. Street furniture etc.
12. Monument Case and Cover
Certificate of Material Origin is required

List of Materials That Require Fabrication Inspection

1. Structural Steel Beams or Fabricated, Welded items
2. Structural Precast Concrete Items
3. Bridge Bearing Assemblies that are welded
4. Signs
5. Sign Bridges
6. Cantilever Sign Structures

52.4 Progress Payments

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

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

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

LI 700-29 to Washington State Department of Labor & Industries (L&I) for approval of the wage rates they intend to pay. Each statement must be accompanied by the filing fee established by L&I and required by [RCW 39.12.030](#) and [39.12.040](#).

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 Local Programs is required prior to the commencement of the physical work. For further information, refer to [Chapter 21](#). All change orders must be numbered in sequence.

Change order documentation is composed of two parts:

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

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

FHWA funds may participate in administrative settlement costs which are:

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

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

52.6 Termination of Contract

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

52.7 Compliance With Federal Contract Provisions

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

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

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

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

Implementation of the DBE and EEO programs are also federal contract requirements. For information, refer to [Chapters 26](#) and [27](#).

52.8 Physical Completion of Construction

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

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

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

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

1. **Final Estimate (Approving Authority File)** – When the contractor has a claim pending against the Local Agency and wants to receive a final estimate, a claim must be submitted in writing, detailing the specific items and amounts. When a claim is submitted, immediately contact the Region Local Programs Engineer so that FHWA can be informed of the claim’s details at an early stage. See *Standard Specifications* Section 1-09.12(2).

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

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

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

An L&I certified copy of Form LI-700-7 from the prime contractor, and every subcontractor or agent, must be on file with the Local Agency before the bond will be released.
8. **Release for the Protection of Property Owner and General Contractor.** Form LI-263-83, is no longer furnished by L&I. The new process requires the agency to use the Labor and Industries website at <https://fortress.wa.gov/lni/crpsi/> to verify that the prime contractor and all subs on the project have paid the required industrial insurance and medical-aid premiums. The UBI number for each contractor and sub is required to access the verification. The printed verification statements must be on file with the Local Agency before the retained percentage can be released.

9. DOT Form 422-103 EF, Local Agency Quarterly Report of Amounts Credited as DBE Participation, shall be submitted by the contractor to the Local Agency on all projects that contain DBE goals. This form should also be submitted when a qualified DBE contractor or subcontractor is employed on a project, regardless of whether that DBE is a condition of award or not. This form is submitted on a quarterly basis in January, April, July, and October. See [Chapter 26](#).

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

52.9 Projects within Interstate Rights of Way

All construction, materials, and quality control requirements contained in the current editions of the *Standard Specifications* and *Construction Manual* must be incorporated into the contract. (See [Section 14.3](#) for complete guidance on work within the Interstate Rights of Way.)

52.10 Appendices

- [52.101](#) Preconstruction Conference Agenda – Example
- [52.102](#) Preconstruction Conference Minutes – Example
- [52.103](#) Letter Requesting WSDOT Project, Inspection, and Acceptance – Example
- [52.104](#) Materials Certification – Example
- [52.105](#) Weekly Statement of Working Days
- [52.106](#) Change Order
- [52.107](#) Exceptions to the WSDOT *Construction Manual* M 41-01
- [52.108](#) Clarification of Manufactured Products Under Buy America

52.11 Forms

See *Construction Manual* Chapter 11
FHWA Form WH-347

53.1 General Discussion

After substantial completion of the work, the agency shall diligently pursue contract completion. In cases where the contractor is not diligently pursuing completion, the agency shall impose liquidating damages penalties, completion of remaining work with local forces or unilateral closure and claims against the contractor.

After the construction phase of a FHWA transportation project, done either by competitive bidding or by local agency forces, specific procedures are carried out to terminate the project's finances and review project performance. These procedures are necessary in order to settle any outstanding contract obligations, and to ensure that funds were expended properly.

This chapter lists requirements for closing the project accounts at WSDOT and FHWA and discusses project management reviews and project audits.

53.2 Closure

After the construction contract is complete, a 90-day project closure period begins. This closure period is initiated upon receipt of either a completion letter from the local agency or a final inspection of the project from the Region Local Programs Office. During this period, the local agency must complete the requirements described below.

No further payment will be made after the date indicated on the 90-day closure letter without the approval of Local Programs.

The local agency may request, however, that the 90-day closure period be extended. In this case, the local agency shall submit a written request to Local Programs justifying an extended closure period.

All Local Agency Agreements are required to have a Project Agreement End Date (2 CFR 200.309). Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

.21 WSDOT Project Review – The Region Local Programs Engineer will conduct the final field inspection. It is suggested that the Region Local Programs Engineer be invited to the final project inspection with the contractor. If the final inspection reveals items that must be corrected or resolved before the project can be closed, these will be noted in the final inspection report. The Region Local Programs Engineer will work with the local agency to make the necessary corrections or to accomplish resolutions. If there is an unresolvable item indicating that a portion of project work is ineligible for FHWA reimbursement, WSDOT will issue a letter of notification outlining the ineligible work items and related costs.

.22 Final Billing – Within 90 calendar days of the completion date, the local agency shall submit a final bill (Form PPC2) to the Region Local Programs Engineer, clearly marked "Final Billing."

.23 Project Closure – Once the project has been reviewed and closed by FHWA, Local Programs provides the agency with an Administrative Review letter. The letter includes a final accounting and settlement of the total project costs which may result in a payment or billing to the agency as appropriate; and provides information on records retainage.

53.3 Project Reviews

In order to be reasonably certain that local agencies are administering FHWA funds in accordance with the Local Agency Guidelines, WSDOT will perform procedural reviews on selected local agency ad-and-award projects.

These reviews will be:

- Project Management Reviews (PMR) performed by Local Programs (see [Appendix 53.51](#) for review questions for PMR's and Documentation Reviews).
- Documentation Reviews performed by the Region Local Programs Engineer.

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

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

.31 PMR Preparation – Local Programs, through the Region Local Programs Engineer, will schedule a PMR with the agency and will request that the local agency managers participate. The local agency should have all pertinent documentation ready for the scheduled review. Typical procedural review questions are listed in [Appendix 53.51](#). Typical documents to be examined during this review are also listed in [Appendix 53.51](#). All deficiencies will be identified for the agency at the time of the PMR. Copies of documentation not available at the time of review shall be submitted through the Region Local Programs Engineer within 30 calendar days. After the 30-day period, the final PMR letter will be sent to the agency.

.32 PMR Deficiencies – If no major deficiencies are found in the local agency's project management methods, the local agency will be informed in writing of the review team's findings and recommendations.

If major deficiencies exist, the local agency will be asked to take corrective action within 60 days. If the deficiencies include ineligible work, WSDOT will issue a citation letter.

If deficiencies exist in the agency's procedures, management practices, or systems, or if specific project errors are found, WSDOT's administrative response might be one or more of the following:

- No action against the agency.
- Joint conference with the Local Agency, Region Local Programs Engineer, and the Director, Local Programs or the director's designee.

- Limit or withhold the agency's future Certification Acceptance authority (Chapter 13) to the extent deemed necessary:
 1. Allow Certification on a project-by-project basis.
 2. Direct WSDOT to assign a Project Engineer to each project for supervision, inspection, and administration.
 3. Contract the supervision, inspection, and administration to a consulting firm.
 4. Delay project authorization until adequate supervision, inspection, and administration is available from the local agency, WSDOT, or consultants.
- Establish a repayment plan when violations to procedures make certain expenditures ineligible for federal reimbursement. Per Section VII of the Local Agency agreement, withholding of funds from the local agency's gasoline tax distribution may be necessary if a satisfactory repayment plan is not established within 45 days.

53.4 Financial and Compliance Audit

.41 Single Audit – The local agency is responsible for ensuring that a federal single audit is performed in accordance with 2 CFR Part 200.501 – Audit Requirements. WSDOT is also responsible for ensuring that FHWA funds are properly expended. The State Auditor will therefore audit each local agency.

.42 Project Audit – A project audit by WSDOT Local Programs is triggered by deficiencies found during:

1. A routine audit by the State Auditor, either on an FHWA project or on any other project where federal funds are involved.
2. A documentation review.
3. A project management review.

.43 Project Records – Project records shall be maintained in accordance with the terms of the Local Agency Agreement and shall be made available to the audit personnel upon request. It is helpful if field notes and other documentation are available in sufficient detail to facilitate the audit review.

.44 Audit Report – The state auditor notifies Local Programs upon completion of a formal audit report. If findings on a particular audit arise, Local Programs contacts the agency to confirm the findings and coordinate resolution. Audit findings must be resolved within six months of the date that the audit report is issued. Upon resolution, Local Programs issues a Management Review letter to the agency and provides copies to the FHWA. Audits will normally include the following categories:

- Interagency Agreements
- Land Development or Land Acquisition Projects
- Tier Contracting Procedures
- Fund Management – Transactions
- Accounting Methods – Cash or Accrual
- DBE-EEO Practices
- Use of Grant Acquired Equipment

53.5 Appendices

- 53.51 Local Agency Project Management Review Checklist
(DOT Form 272-024 EF and DOT Form 272-026)
- 53.52 Final Inspection of Federal Aid Project
- 53.53 Local Agency Quarterly Report of Amounts Credited as DBE Participation
- 53.54 Certified Payroll Example

61.1 General Discussion

Congress determined that competitive bidding is the preferred method of performing projects. Local agencies using their own forces to construct Federal Highway Administration (FHWA) projects must demonstrate that this is the most cost-effective method. Federal regulations clearly indicate that, in the absence of an emergency situation, circumstances are unlikely to justify the use of agency force construction. Therefore, the consideration of any noncompetitive construction contracting method requires a cost effectiveness determination as well as an evaluation demonstrating that it is in the best interest of the public to complete the project by means other than competitive bidding. It is deemed cost effective to do minor adjustments of railroad and utility facilities with agency, utility, or railroad forces (major work still to be accomplished by competitive bidding). Only local agencies operating under CA may administer an FHWA project using agency forces. It is the responsibility of the agency to ensure that the agency-force work is within its day labor statutory limits for construction costs (refer to [RCW 36.77](#) and [35.77](#)).

Projects may be designed and constructed by one local agency on behalf of another when approved by the Washington State Department of Transportation (WSDOT).

This chapter addresses the differences between Local Ad and Award, local administered projects by contract and bidders, [Chapters 46](#) and [52](#), and construction performed by the Local Agency forces.

The development of a project for construction by local agency forces follows the same procedures as for a competitive bid contract as defined in [Chapters 43](#) and [44](#) through the right of way acquisition process ([Chapter 25](#)).

61.2 PS&E Requirements

The requirements of [Chapter 44](#), will apply to the design and development of these projects.

61.3 PS&E Approval

The PS&E must be approved as described in [Chapter 44](#).

61.4 Approval for Use of Agency Forces

Prior to requesting funding authorization the agency must obtain approval from WSDOT for use of agency or railroad forces for construction. The request must clearly identify that the agency is requesting approval for construction activities that will be completed with agency or railroad forces. The cost-effectiveness determination/public interest finding must be provided as an attachment.

The Public Interest Finding must demonstrate value to the public and include the following;

- Short Project Summary/Description.
- Cost Estimate Comparing Agency Force to Contracted Construction.
- Sources of Materials – Competitive Bid Procurement Contract (new or existing must meet Buy America Requirements).
- Schedule Implications if Appropriate.
- Justification of why it is in the Best Public Interest including Public Benefit.
- Determination of cost effectiveness.
- Backup materials – detailed cost estimate both for agency and contract, consider all costs (contract development and administration).

61.5 Fund Authorization

A supplement to the Local Agency Agreement ([Chapter 22](#)) must be submitted to the Region Local Programs Engineer requesting authorization of construction funds. Any work started prior to authorization will be ineligible for federal reimbursement.

61.6 Contract Number

Construction work by local forces shall not start until a Local Programs contract number has been obtained from the Region Local Programs Engineer.

61.7 Construction Administration

.61 General Discussion – FHWA and the Washington State Department of Transportation (WSDOT) are responsible for the proper expenditure of FHWA funds on local agency projects. In this capacity, Region Local Programs Personnel will consult and work with local agencies as needed and will perform systematic project management reviews to ensure that proper procedures are followed.

General guidelines for construction will be administered in accordance with [Chapter 52](#). Materials will be inspected in accordance with the *Construction Manual* M 41-01 and [Chapter 52](#). (In case of conflicting guidelines, [Chapter 52](#) governs over the *Construction Manual*.)

.62 Preconstruction Conference – Refer to [Chapter 52](#).

.63 Quality Control. The quality of materials and workmanship on the project must conform to the project specifications so that the public funds expended will have purchased a safe, economical, and fully functional transportation facility. Refer to [Chapter 52](#).

.64 Progress Billing – Progress billing must be based on all work performed. Costs of the labor, equipment, and material must be documented, as described in [Chapter 23](#).

.65 Changes and Extra Work – An agency should have a written policy for the approval of change orders to ensure that approval, either verbal or written, is given and documented prior to beginning work.

Whenever a change in the project work is required, the Local Agency shall prepare a change order and submit it to the approving authority for approval. This procedure is described in [Chapter 52](#).

.66 Completion of Construction – The local agency will carry out the following requirements to ready the project for acceptance by WSDOT:

- **Final Inspection** – Within 15 calendar days after completion of the work by agency forces, the Local Agency Project Engineer shall notify the Region Local Programs Engineer that the contract work is complete and request a final inspection and acceptance. Refer to [Chapter 52](#).
- **Final Reports** – A construction project is complete when the items listed below are submitted by the Local Agency to the Region Local Programs Engineer or the approving authority.

1. **Final Billing** (approving authority file).
2. **Comparison of Preliminary and Final Costs** (approving authority file) – A listing showing the preliminary and final costs of the labor, equipment, and material.
3. **Final Records** (approving authority file) – The Local Agency Project Engineer must document the work performed on the project. Documentation consists of any field books, inspector’s record of field tests, project engineer’s and inspector’s diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross-sections, computer listings, work profiles, approved time slips, etc., when they are a basis of payment for work performed or material furnished. Photographs or video before, during, and after construction could be useful, especially if care is taken to show any unusual conditions, equipment, or procedures.

Final records shall be retained as specified in [Chapter 53](#).

4. **Record of Material Samples and Tests** – Records of samples and tests will be retained by the local agency for at least three years following acceptance of the project by the Director, Local Programs.
5. **Materials Certification** ([Chapter 52](#)) – The intent of the material certification is to assure that the quality of all materials incorporated into the project is in conformance with the plans and specifications and thus ensures a service life equivalent to the design life.

This material certification shall be completed in accordance with Sections 9-1.5C and 9-5.4 of the *Construction Manual*, and the sample in [Chapter 52](#).

This certification shall be retained by the local agency as specified in [Chapter 53](#).

61.8 Project By One Agency for Another Agency

WSDOT approval is required whenever one local agency uses its forces to perform construction work for another agency. The request for approval shall include the following information:

- Kinds of work to be performed.
- Two cost estimates or other types of justifications; one for contracted work, and one for work by agency forces.
- Reason(s) why the work to be performed by agency forces is considered cost-effective.

The cost estimate for the competitive bidding work may be based on unit prices, including any related engineering and administrative costs necessary to prepare, monitor, and close the project. The unit prices shall be based on competitive bidding on comparable construction work in the same general locality.

The requesting agency shall submit the request to the Region Local Programs Engineer.

The Project Development Checklist should be used to guide these projects.

61.9 Appendices

[61.91](#) Local Agency Force Preconstruction Conference – Example