



Transmittal Number PT 15-065	Date December 2015
Publication Title / Publication Number <i>Local Agency Guidelines M 36-63.30</i>	
Originating Organization Highways and Local Programs, Engineering Services	

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 – xiv
Chapter 25 Right of Way Procedures	25-29 – 25-44	25-29 – 25-48
Chapter 26 Disadvantaged Business Enterprises	26-1 – 26-10	26-1 – 26-10
Chapter 44 Plans, Specifications, and Estimates	44-61 – 44-82	44-61 – 44-84
Chapter 52 Local Administered Projects	52-1 – 52-10	52-1 – 52-10

Please contact Dave Mounts at 360-705-7379 with comments, questions, or suggestions for improvement to the manual.

To get the latest information, please sign up for email updates for individual publications at www.wsdot.wa.gov/publications/manuals.

Washington State Department of Transportation
Highways and Local Programs
Engineering Services
PO Box 47390
Olympia, WA 98504-7390

Dave Mounts

Approved By

Signature



**Washington State
Department of Transportation**

Local Agency Guidelines

M 36-63.30

December 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.

Title VI Notice to the Public

It is Washington State Department of Transportation (WSDOT) policy to ensure no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For Title VI complaint forms and advice, please contact OEO's Title VI Coordinator at 360-705-7082 or 509-324-6018.

To get the latest information on WSDOT publications, sign up for individual email updates at www.wsdot.wa.gov/publications/manuals.

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	21-12
	Appendix 21.45 City Code Numbers	21-13
	Appendix 21.46 Urban Area Numbers	21-16
	Appendix 21.47 Local Agency Federal Aid Project Prospectus	21-17
	Appendix 21.48 Puget Sound Legislative Districts	21-20
	Appendix 21.49 Statewide Legislative Districts	21-21
	Appendix 21.50 Washington State Congressional Districts	21-22
	Chapter 21 Forms Federal-Aid Project Prospectus Planning Scope of Work	21-23
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	23-3
23.5	Identification of Federal Aid Participating and Nonparticipating Charges	23-3
23.6	Billing Reviews	23-7
23.7	Appendices	23-7
	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 Final Project Summary	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	24-9
24.9	Appendices	24-9
24.10	NEPA Categorical Exclusions – A Guidebook for Local Agencies	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 NEPA Categorical Exclusion Documentation Form	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	25-15
25.7	Agency Concurrence for Setting Just Compensation	25-16
25.8	Title	25-17
25.9	Negotiations	25-17
25.10	Donated Property	25-20
25.11	Administrative Settlements	25-21
25.12	Relocation	25-22
25.13	Right of Way Certification	25-22
25.14	ROW Certification vs URA Compliance Letter	25-23
25.15	Property Management	25-25
25.16	Diaries	25-26
25.17	Oversight of Consultants Hired to Perform ROW Activities	25-27
25.18	Document Retention	25-28
25.19	Appendices	25-28
	Appendix 25.171 ROW Certification vs URA Compliance Letter Case Studies	25-29
	Appendix 25.172 Sample Right of Way Project Funding Estimate Summary and Description	25-31
	Appendix 25.173 Sample True Cost Estimate	25-33
	Appendix 25.174 Determining Whether or Not Land or Property Rights or Interest are Needed	25-37
	Appendix 25.175 Determining the Type of Property Rights Necessary	25-38
	Appendix 25.176 Vacant	25-39
	Appendix 25.177 Donation Statements – Example	25-40
	Appendix 25.178 Federal Aid Requirement Checklist	25-42
	Appendix 25.179 Acquisition Process Flowchart	25-44
	Appendix 25.180 Local Agency Forms & Brochures	25-45

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 Monthly 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	28-4
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 Annual Report for Agency With Population Over 100,000 – Example	28-41
	Appendix 28.74 NDA Annual Report Population Under 100,000 – Example	28-58
	Appendix 28.75 Title VI Complaint Log	28-60
	Appendix 28.76 Title VI Compliance Review Questionnaire for Local Agencies	28-61
	Appendix 28.77 USDOT Standard Title VI Assurances	28-65
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	29-4
29.6	Monitoring and Enforcement	29-5
29.7	Laws	29-6
29.8	Regulations	29-6
29.9	Resources	29-6
29.10	Appendices	29-6
	Appendix 29.11 ADA Title II and Rehabilitation Act Section 504 Regulatory References	29-7

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	31-16
31.5	Indirect Cost Rates	31-17
31.6	Oversight of the Agreement and Project Closure	31-19
31.7	Appendices.	31-20
	Appendix 31.71 Advertisement – Example	31-21
	Appendix 31.72(a) Submittal Information Form (Prime).	31-23
	Appendix 31.72(b) Submittal Information Form (Subconsultant)	31-24
	Appendix 31.73 Request for Sole Source Consultant Services	31-25
	Appendix 31.74 Independent Estimate for Consulting Services	31-28
	Appendix 31.75 Record of Negotiations – Example	31-29
	Appendix 31.76 Performance Evaluation Consultant Services	31-30
	Appendix 31.77 Alleged Consultant Design Error Procedures	31-36
	Appendix 31.78 Consultant Claim Procedures	31-38
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	46-5
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 Monthly 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

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	31
	00 Make Environmental Determination	24
	00 If Applicable, Request Design Deviation	41
Request Preliminary Engineering Funds	00 Project Development Checklist	43
	00 Location/Design, Public Hearing, and Approval	
	00 Complete Environmental Action	24
	00 Develop Right of Way Plans and Estimate	25
	00 Complete Relocation Plan	25
	00 Supplement to Local Agency Agreement	22
Request Right of Way Funds	00 Project Development Checklist	25
	00 Relocation and Right of Way Certification and Project Analysis	
	00 DBE Goals Set	26
	00 PS&E Approval	44
	00 Supplement to Local Agency Agreement	22
	00 For State Ad and Award, Financial Responsibility Letter	44
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
Project Closure	00 Project Development Checklist	53
	00 Construction Completion Notice to Region Local Programs Engineer	
	00 Final Acceptance by FHWA	53
	00 Final Billing and Cost Report to Region Local Programs Engineer	23 and 53
Project Closure	00 Complete DBE Form	26
	00 Final Records	53
	00 Audit	53



Project Development Checklist

Project Title: _____

Project Location: _____

Road or Street Number: _____ FA Program: _____

Initials	Date or N/A	Project Initiation (Chapter 12)
		Project in STIP
		Federal aid program form (Sheet 1 of Prospectus) to: Metropolitan planning organization Or WSDOT (Region Local Programs) 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 Project information, local agency project number Description of proposed work and existing facility Cost estimate of all phases Proposed obligation date Environmental determination (CE, EIS, EA) Request species listing from USFWS, NMFS, DNR, and WDFW Signature block
		Sheet 2 Geometric design data Environmental considerations Performance of work
		Sheet 3 Right of way relocation Utility relocations FAA Involvement Signature Local Agency Design Matrix Checklist, Appendix 42.101
		Prospectus Submittal Checklist, Appendix 21.41

Initials	Date or N/A	Local Agency Agreement (Chapters 22 and 23)
		Billing address Description of work matches prospectus Check math on agreement Federal aid matching percentage Method of financing 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: Project prospectus with attachments (including Roadway Section if applicable) Local Agency Agreement 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. Complete the ECS Submit completed drafts of discipline reports to WSDOT Region Local Programs for review by Local Programs Submit completed Discipline reports to WSDOT Region Local Programs Obtain all necessary approvals Submit concurrence letters for all applicable environmental considerations, including but not limited to the ESA and Section 106 requirements, final BA, Final Section 106 documentation, and final ECS to Region Local Programs for transmittal to 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 ROW Program Manager, Local Programs
		Acquisition procedures current
		Set up documentation file for each parcel
		Set up commitment file
Appraisal		
		Appraiser 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 ROW Program Manager, Local Programs

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: Airport roadway clearance from FAA Coastal zone management compliance from DOE For cultural, archeological, or historic sites SHPO contacted Obtain concurrence letters for environmental determination Request updated ESA species lists every six months When waters modified or controlled, USFWS and State Department of Fisheries and Wildlife consulted When stream is affected, permit from DOE For timber supporting land, permit from DNR When construction might reduce water quality, contact DOE For quarries of 2 acres (0.81 ha) and 10,000 tons (9 091 metric tons) or more DNR contacted Waters/wetlands – Army Corps of Engineers contacted For navigable waterways, permit from Coast Guard obtained If wetlands are affected, U.S. Fish and Wildlife Service or National Marine Fisheries Services contacted Utility agreement obtained Railway agreement(s) obtained On all federal aid projects, any revision to Division 1 of the Standard Specifications or APWA Division 1 General Special Provisions requires prior written approval from Local Programs
		PS&E completed: Vicinity map Summary of quantities Pit, quarry, stockpile, and waste sites Reclamation plans Roadway sections Plans/profiles Utility Structure notes Signing Illumination Bridge plans Traffic control plans Detour plans Standard plans Sheets numbered and dated Each sheet signed and stamped by Professional Engineer Bridge plans, design calculations, and soil report to Region Local Programs Engineer (State Ad and Award only) Form FHWA-1273 and latest amendment included Log of test borings Training requirements EEO requirement clauses For steel, included Buy America requirement Traffic control special provisions Specialty items General special provisions and amendments arranged in order and indexed Project proposal Noncollusion Declaration Contract DBE Utilization Certification Engineer's estimate complete

Initials	Date or N/A	Plans, Specifications, and Estimates (Chapters 24, 26, 27, 44, and ESC Guidebook)
		PS&E completed: (continued) DBE Utilization Certification Engineer's estimate complete Documentation for each item in engineer's estimate Justification for nonparticipating items Detailed documentation for lump sum items available in project files Estimate to Region Local Programs Engineer Training goal set by Local Programs DBE goal set by Local Programs Approval of local agency supplied materials Sources approved by approving authority 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) 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: Supplement to Local Agency Agreement, if project includes other phases Letter of right of way certification 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

Initials	Date or N/A	Bid Opening (Chapter 46)
		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: Tabulation of bids Engineer's estimate Actual versus estimated costs shown in Local Agency Agreement Award letter DBE Utilization Certification, DOT Form 272-056A (if applicable) DBE Written Confirmation Document, DOT Form 422-031 (if applicable) Estimated date of contract completion or number of working days for the contract Names and addresses of all firms that submitted a quote to the successful low bidder

Date of Award is Cutoff for Charging to Preliminary Engineering

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: Contractor Region Local Programs Engineer Affected utility companies Police department Fire department Hospital Ambulance service Post Office Others _____ _____ _____
		Preconstruction conference agenda prepared
		Preconstruction conference held

Initials	Date or N/A	Preconstruction Conference (Chapter 51)
		Minutes of meeting to: Contractor Subcontractors Region Local Programs Engineer Other attending persons Invited but not represented agencies Project file
		"Training Program": Received from contractor Approved by agency
		"Apprentice/Trainee": Approval request from contractor Approved by agency

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: Washington State Department of Wildlife/Fisheries-Hydraulic Permit Washington State Department of Ecology Irrigation Regionals Burlington Northern Railroad Union Pacific Railroad Air Pollution Control Authority _____ _____ _____
		Temporary water pollution control plan approved
		Agency requests updated ESA species listing every six months
		Approved contractor's progress schedule
		Received railroad insurance from contractor
		Construction diary started
		Inspector's diary started
		"Certification of Materials Origin" received from contractor
		Material source approval received
		Plans for falsework and forms: Received from contractor Approved by agency
		Required job site posters placed by contractor: 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) FHWA-1022 – Notice Federal Aid Project (project engineer to fill in contact information on the form prior to supplying to the contractor) EEOC-P/E-1 – Equal Employment Opportunity IS THE Law WHD Publication 1088 – Employee Rights Under the Fair Labor Standards Act WHD Publication 1420 – Employee Rights and Responsibilities Under the Family and Medical Leave Act WHD 1462 – Employee Polygraph Protection Act WISHA F416-081-909 – Job Safety and Health Law F242-191-909 – Notice to Employees (L&I) F700-074-909 – Your Rights as a Worker in Washington State EMS 9874 – Unemployment Benefits
		Daily construction signing records started (checked twice daily and recorded)
		Weekly statement of working days started
		Material acceptance sampler appointed

Initials	Date or N/A	Construction Documentation (Chapter 52)
		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 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.) Prepare change order that details basis and need for the change Extension of time approved _____ days Change order signed by contractor Change order signed by surety (if required) Verbal approval obtained from approving authority Signed by approving authority Original sent to contractor Copy of approved change order sent to Region Local Programs Engineer Supplement to Local Agency Agreement approved by the Director, Local Programs
		Obtained copy of monthly estimate Verified and documented that DBE is performing a commercially useful function prior to making a monthly payment Prepared estimate Checked estimate Estimate sent to contractor Estimate received from contractor Obtain all "Intent to Pay Prevailing Wages" forms (for first month only; no payment can be made to the contractor until the form is received)
		Overview of DBE Work (Chapter 26): Verify work being done per Condition of Award Letter Conduct on-site review(s) of each DBE to determine if the DBE is performing a commercially useful function (CUF) Review change orders that affected DBE work DBE goal change approved by the Director, Local Programs
		Overview of EEO (Chapter 27): Agency designates an EEO officer Conduct on-site compliance review Monitor DOT Form 820-010 each month for each trade Notify contractor of compliance or noncompliance with the contract provisions 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 "Monthly 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.
		Resolve deficiencies found during the above field inspection
		Informed by Region Local Programs Engineer of WSDOT final billing approval

**URA COMPLIANCE LETTER
CASE STUDIES**

Case Study #1

=====NEPA=====

<p>Project Federal Funds in PE Local Funds in ROW & CN</p>

Background information: This local agency has federal funds in the preliminary engineering (PE) phase and local funds support the rest of the project. The agency will not seek federal participation in ROW or Construction (CN) of the project.

Guidance: Since Local Programs is not administering funds for construction of this project, it would not require a Construction Authorization ROW Certificate. The acquisition of ROW on this project would however, need to follow the requirements set forth in the URA. It would be the expectation of the acquiring agency to make sure the requirements of the URA were followed on all real property interests acquired for the project. WSDOT Local Programs would issue a URA Compliance Letter. If the agency comes back later and seeks federal funds in ROW or CN phases, a ROW Certification will be required.

Note: Federal funds for the project are from a source other than FHWA and the federal funding is in ROW or Construction, the local agency would follow the normal Construction Authorization ROW Certificate process.

Case Study #2

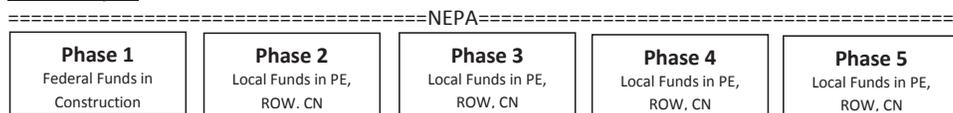
=====NEPA=====

<p>Project 1 (Phase 1) Federal Funds in CN</p>	<p>Project 2 (Phase 2) Federal Funds in ROW & CN</p>	<p>Project 3 (Phase 3) Federal Funds in CN</p>
---	---	---

Background information: A project that has been split into three separate projects, but is covered by one NEPA document. NEPA covers each of the 3 separate projects, all projects (aka phases, stages, segments) have ROW acquisition, project 1 has federal funds in construction, project 2 has federal funds in ROW, and project 3 has federal funds in construction.

Guidance: Each of the 3 projects would require a ROW Certification when they are ready to have construction authorized. The process outlined in Chapter 17 of the ROW Manual – Construction Authorization ROW Certificate should be followed.

Case Study #3

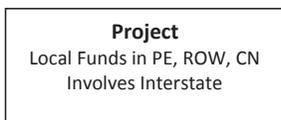


Background information: NEPA covers all 5 phases of the project, all phases have ROW acquisition, phase 1 is the only phase with federal financial assistance – the rest is being done with local funds.

Guidance: Since there is a \$1 of federal funding in this project the URA applies to all phases. In addition, the local agency must adhere to environmental requirements, Buy America, and Title VI requirements. The first phase has federal funds in construction so it will need to be certified using a Construction Authorization ROW Certificate. Phases 2 through 5 have only local funds so while they are required to follow the URA they do not require a Construction Authorization ROW Certificate. Since the entire project is covered by one NEPA document and one of the phases had federal funds, the entire project is considered to be federalized. Since Local Programs is not administering any federal funds for phases 2 through 5 of this project, it would not require a Construction Authorization ROW Certificate. The acquisition of ROW on this project would however, need to follow the requirements set forth in the URA. It would be the expectation of the acquiring agency to make sure the requirements of the URA were followed on all real property interests acquired for the project. WSDOT Local Programs would issue a URA Compliance Letter. Note: Local Programs has no direct involvement in locally funded projects. However, because the project has been federalized, Phase 1 of the project could be as risk if the agency fails to comply with the URA on phases 2 – 5.

Case Study #4

=====SEPA=====



Background information: The local agency is using local funds for the entire project, PE, ROW, and CN. A portion of the project involves changes to interstate right of way, including limited access.

Guidance: Since changes to interstate limited access require approval of FHWA, NEPA will be required which creates a federal nexus (federalized) requiring the agency to comply with the URA. In addition, the local agency must adhere to environmental requirements, Buy America, and Title VI requirements. A URA Compliance Letter will be issued.

Right of Way Project Funding Estimate Summary

1	2	3	4	5	6	7	8	9	10	11
Parcel Number	Just Compen (Offer)	Appraisal Fee Costs	Appraisal Review Fee Costs	Negotiation Fee Costs	Title, Escrow Costs	Prop. Mgmt. Service Costs	Relocation Service Costs	Relocation Payments	Condemn. and Incid. Costs	Total Parcel Costs
Total RW Costs										

Project: Click here to enter text.

Date: Click here to enter text.

FA #: Click here to enter text.

**SAMPLE
NEIGHBORHOOD DESCRIPTION
FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311**

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 25 miles (40 km) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 20 acres (8 ha), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR 13), minimum 13,000 square feet (1210 square meters) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 15,000 square feet (1 395 square meters) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 20-foot (6-meter) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (2,000 acres (810 ha) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.



True Cost Parcel Worksheet

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

Parcel # [Click here to enter text.](#)

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

Assessor's Tax Parcel Number(s): [Click here to enter text.](#)

Zone Size Min. = [Click here to enter text.](#)

Assessed Value Land = [Click here to enter text.](#)

A.V. Bldg.#1 = [Click here to enter text.](#) Bldg.#2 = [Click here to enter text.](#) Bldg.#3 = [Click here to enter text.](#)

Bldg.#4 = [Click here to enter text.](#)

Total Property Assessed Value = [Click here to enter text.](#)

R/W Map Info

Before Area = [Click here to enter text.](#) Fee Take = [Click here to enter text.](#) After Area = [Click here to enter text.](#)

Permanent Esmt Take = [Click here to enter text.](#) Temporary Esmt Take = [Click here to enter text.](#)

Property Costs:

Total Take = [Click here to enter text.](#) (total property A.V. x 1.20) = \$ [Click here to enter text.](#)

Or

Partial Take:

Fee Land = [Click here to enter text.](#) @ \$ [Click here to enter text.](#) (A.V. land per unit) x 1.20 = \$ [Click here to enter text.](#)

Yard/Site Improvements in Take @ Administrative Lump Sum = \$ [Click here to enter text.](#)

Major Building in Take @ (A.V. of Bldg. # [Click here to enter text.](#)) x 1.20 = \$ [Click here to enter text.](#)

Perm. Esmt. = [Click here to enter text.](#) @ \$ [Click here to enter text.](#) (A.V. land per unit) = \$ [Click here to enter text.](#)

Temp. Esmt. = [Click here to enter text.](#) @ \$ [Click here to enter text.](#) (A.V. land per unit) x 10% = \$ [Click here to enter text.](#)

TOTAL PROPERTY COSTS (put in column 2 of True Cost) = \$ [Click here to enter text.](#)

Administrative Costs (put in respective columns of True Cost):

- | | |
|---|--|
| 1. Appraisal Fee = Click here to enter text. | 5. Prop. Mgmt. Services = Click here to enter text. |
| 2. Appraisal Review Fee = Click here to enter text. | 6. Relocation Services = Click here to enter text. |
| 3. Negotiation Fee = Click here to enter text. | 7. Relocation Payments = Click here to enter text. |
| 4. Title and Escrow Fee = Click here to enter text. | 8. Condemn & Incidentals = Click here to enter text. |

True Cost Estimate

Project: [Click here to enter text.](#) **Date:** [Click here to enter text.](#) **FA #:** [Click here to enter text.](#)

1 Parcel Number	2 Just Compen (Offer)	3 Appraisal Fee Costs	4 Appraisal Review Fee Costs	5 Negotiation Fee Costs	6 Title, Escrow Costs	7 Prop. Mgmt. Service Costs	8 Relocation Service Costs	9 Relocation Payments	10 Condemn. and Incid. Costs	11 Total Parcel Costs
Total RW Costs										

S A M P L E
NEIGHBORHOOD DESCRIPTION
FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311

Date: October 21, 1986

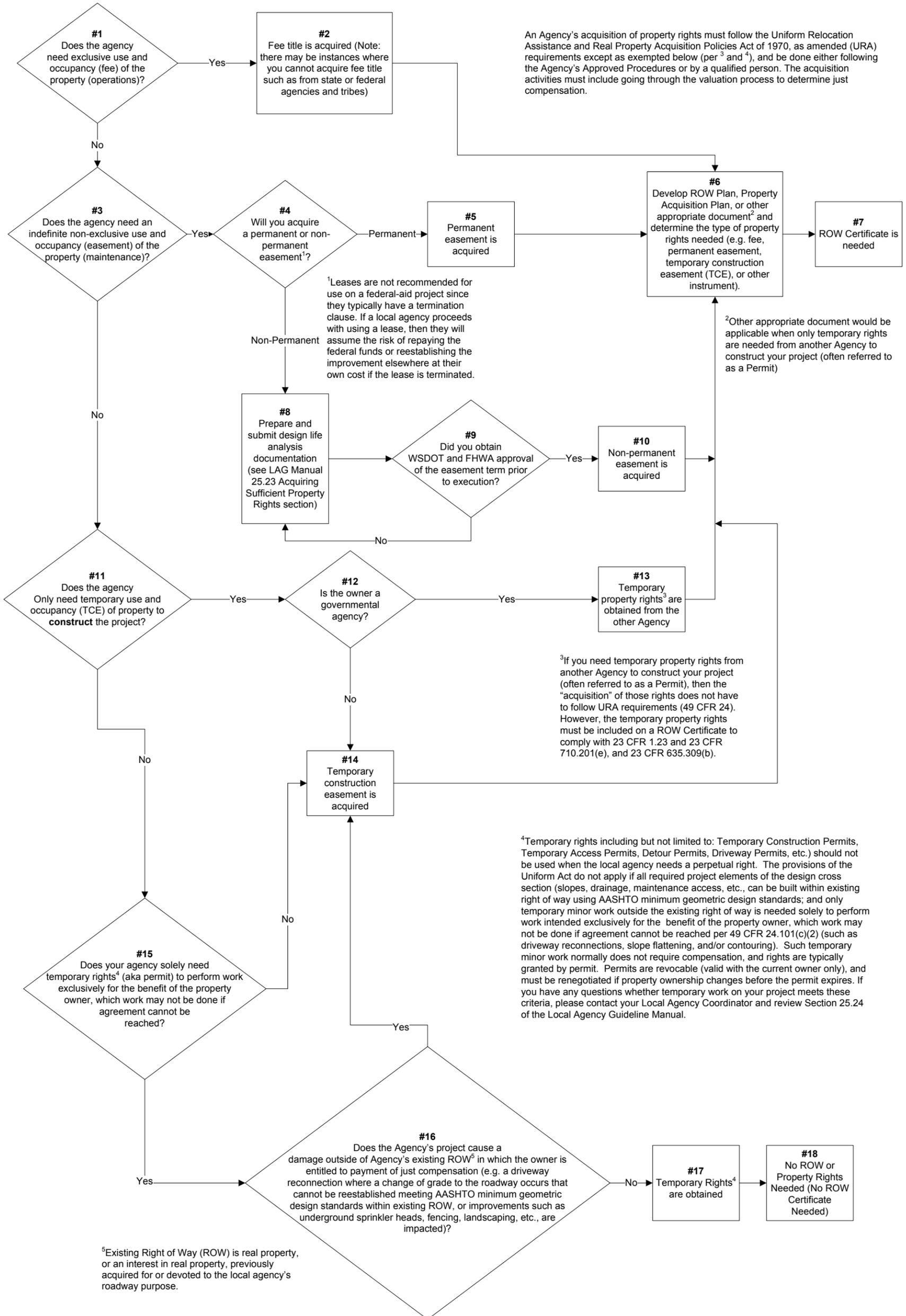
The project vicinity is rural Yakima County lying about 40 km (25 miles) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 8 ha (20 acres), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR 13), minimum 1 210 square meters (13,000 square feet) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 1 395 square meters (15,000 square feet) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 6-meter (20-foot) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (810 ha (2,000 acres) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store's gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.

3/23/15

You may have a parcel or multiple parcels that fits more than one of these situations.



Date

Subject: Project Title
Parcel Number

Sirs:

(My/Our) donation of (parcel number or property description) to the (name of local agency) for highway/transportation purposes is made voluntary and with full knowledge of (my/our) entitlement to receive just compensation therefore. (I/We) hereby release the (name of local agency) from obtaining an appraisal of the acquired property.

Sincerely,

Proposed Donation Letter (Through Local Agency)

Date

Regional Administrator/Chief Right of Way Agent
Washington State Department of Transportation
Transportation Building
Olympia, WA 98504

Subject: (Project Title)
(Federal Aid Number)
Parcel Number _____

Sirs:

The attached instrument for donation of right of way to the agency is in compliance with the provisions of * _____.

Sincerely,

Concur and Approve

Accept and Approval

Title

State of Washington
Department of Transportation

(Local Agency)

*(Typical language)
City/County Commission Resolution No. 111
City/County Ordinance No. 111
City/County Conditional Use Permit No. 111
City/County Building Permit No. 111

(For use when a local agency project is adjacent to WSDOT right of way and WSDOT does not have an active project at this location.)



Federal Aid Requirement Checklist

Informational Only

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

Project Federal Aid Number: [Click here to enter text.](#)

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

Federal Funds Will Be Used For:

PE: [Click here to enter text.](#) R/W: [Click here to enter text.](#) CONST.: [Click here to enter text.](#)

Persons Will Be Displaced: Yes No

Right of Way Acquired for This Project: Yes No

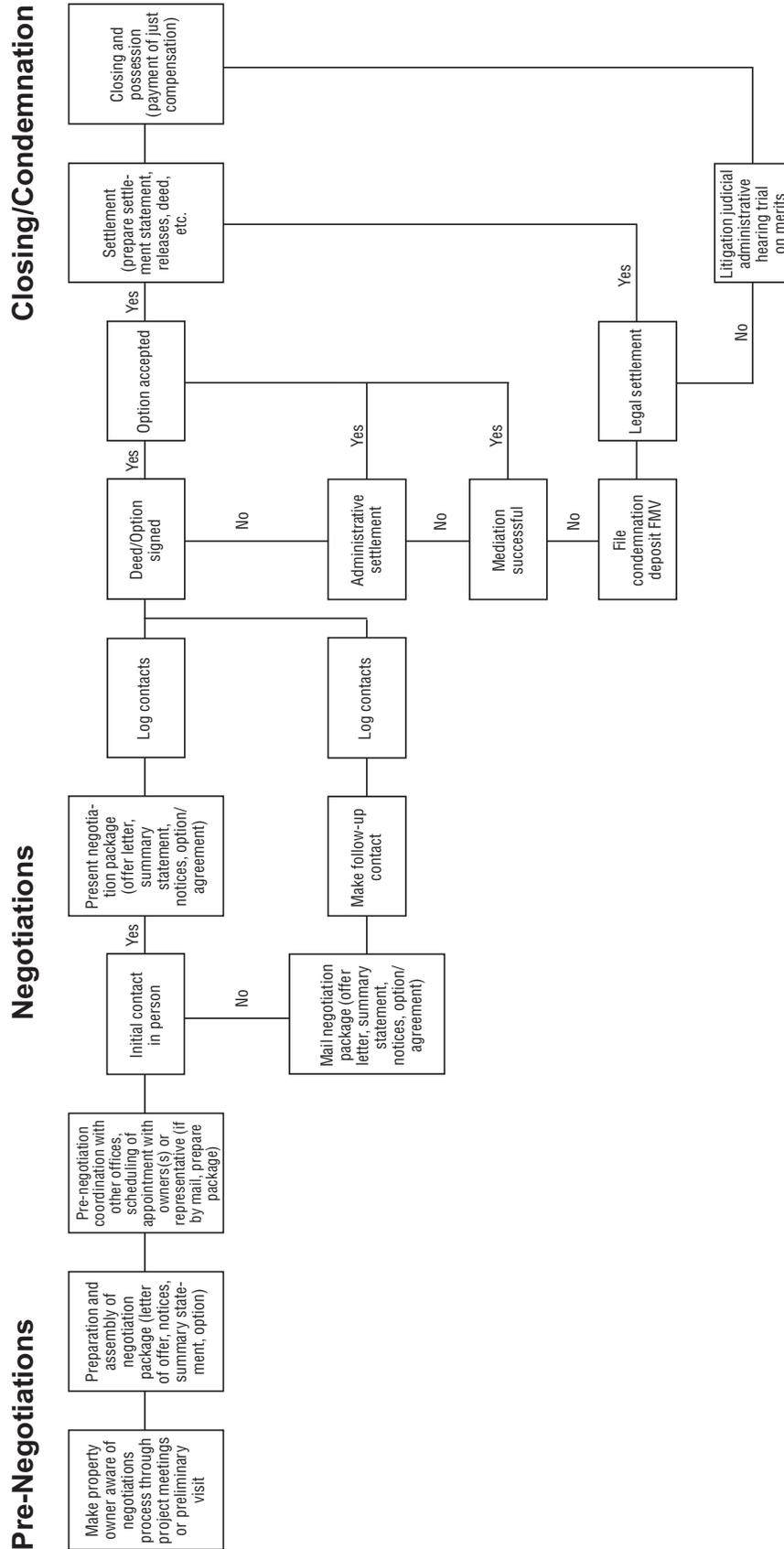
Reminders	Comments
1. Real property must be appraised before initiation of negotiations with the owner, per 49 CFR 24.102(c) and 24.108.	Click here to enter text.
2. Owners must be given an opportunity to accompany each appraiser during his inspection of the property, per 49 CFR 24.102(c).	Click here to enter text.
3. The acquiring agency must establish just compensation before initiation of negotiations with the owners, per 49 CFR 24.102(d).	Click here to enter text.
4. No increase or decrease in the FMV due to the project except physical deterioration, is to be considered in the valuation of the property, per 49 CFR 24.103(d).	Click here to enter text.
5. Appraisals are not to give consideration nor include any allowance for relocation assistance benefits.	Click here to enter text.
6. The owner is not to be left with an uneconomic remnant that the acquiring agency did not offer to acquire, per 49 CFR 24.102(k).	Click here to enter text.
7. The owner is to be given a written statement of the amount offered as just compensation, and where appropriate, the compensation for real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated in the written statement, per 49 CFR 24.102(e).	Click here to enter text.

8. No owner shall be required to surrender possession before the agreed purchase price has been paid or the approved amount of compensation has been paid into the court, per 49 CFR 24.102(j).	Click here to enter text.
9. No lawful occupant shall be required to move unless the occupant has been given at least 90 days advance written notice of the earliest date by which the occupant may be required to move, per 49 CFR 24.203(c).	Click here to enter text.
10. The rental amount charged to owners and/or tenants permitted to occupy the property subsequent to acquisition must not exceed the fair rental value for such occupancy, per 49 CFR 24.102(m).	Click here to enter text.
11. No action must be taken to advance condemnation, defer negotiations or condemnation or taken any other action coercive in nature in order to compel an agreement on the price to be paid for the property, per 49 CFR 24.102(h).	Click here to enter text.
12. The acquiring agency must acquire an equal interest in all buildings, etc., located upon the real property acquired, per 49 CFR 24.105.	Click here to enter text.
13. The acquiring agency must pay recording fees, transfer taxes, etc.; penalty costs for pre-payment of a pre-existing mortgage and the pro rata share of real property taxes paid subsequent to vesting title in the acquiring agency, per 49 CFR 24.106.	Click here to enter text.
14. No property owner can voluntarily donate his property prior to being informed of his right to receive just compensation.	Click here to enter text.
15. Provisions have been made for rodent control should it be necessary.	Click here to enter text.
16. No owner was intentionally required to institute legal proceedings to prove the fact of the taking of his real property.	Click here to enter text.

Prepared by: Click here to enter text.

Title: Click here to enter text.

Acquisition Process



LPA Brochures

Transportation Property Needs LPA Generic
Non-Residential Relocation LPA Generic
Personal Property Only Relocation LPA Generic
Residential Relocation LPA Generic

LPA General Forms

LPA-001 Right of Way Procedures
LPA-002 Initial ROW Questionnaire
LPA-003 Waiver of Appraisal Procedure

LPA Appraisal Forms

LPA-205 Certificate of Appraisal
LPA-210 Market Data Sheet
LPA-214b Certificate of Value
LPA-215 PFE Parcel Worksheet
LPA-215b True Cost Estimate Parcel Worksheet
LPA-216 Administrative Offer Summary (AOS)

LPA Acquisition Forms

LPA-300 Recording Cover Sheet
LPA-301 Diary
LPA-302 Warranty Deed
LPA-303 Special Warranty Deed
LPA-305 Warranty Deed (Access Rights Only)
LPA-306 Quitclaim Deed
LPA-307 Quitclaim Deed (Access Rights Only)
LPA-308 Partial Release of Mortgage
LPA-309 Partial Release of Mortgage (Access Rights Only)
LPA-310 Request for Partial Reconveyance
LPA-311 Partial Reconveyance
LPA-312 Partial Release of Lease
LPA-313 Release of Lease
LPA-316 Partial Release of Judgment
LPA-317 Possession and Use Agreement
LPA-321 Real Property Voucher (Excel)
LPA-323 Consent to Change of Grade
LPA-324 Easement
LPA-325 Temporary Easement
LPA-326 Permit
LPA-330 Bill of Sale
LPA-333 Request to Accept Mortgage (deed of trust) Encumbrance
LPA-333a Letter to Owner-Agree to Pay Mortgage (deed of trust) Encumbrance
LPA-350 Offer Letter
LPA-351 Revised Offer Letter
LPA-355 Quitclaim Deed (Release Easement)

- LPA-356 Quitclaim Deed (Access Use for Easement)
- LPA-362 Agency Payment Letter
- LPA-365 Individual Notary
- LPA-366 Corporate Notary
- LPA-367 Attorney in Fact Notary
- LPA-368 Self and Attorney in Fact Notary
- LPA-369 Guardian, Executor, Administrator Notary
- LPA-370 Mayor City Commissioners Notary
- LPA-371 County Commissioners Notary
- LPA-372 School District Notary
- LPA-373 Signature by Mark Notary
- LPA-374 Partnership Notary
- LPA-375 Trustee Notary
- LPA 376 Limited Liability Company Notary
- LPA-377 Director RES Notary
- LPA-382 Relocation Eligibility Report

LPA Certification Forms

- LPA-383 No Right of Way Certificate
- LPA-384 Certificate 1, No Relocation
- LPA-385 Certificate 1, Residential Relocation
- LPA-386 Certificate 1, Non-Residential Relocation
- LPA-387 Certificate 1, Combination of Relocation Types
- LPA-388 Certificate 2, No Relocation
- LPA-389 Certificate 2, Residential Relocation
- LPA-390 Certificate 2, Non-Residential Relocation
- LPA-391 Certificate 2, Combination of Relocation Types
- LPA-392 Certificate 3, No Relocation
- LPA-393 Certificate 3, Residential Relocation
- LPA-394 Certificate 3, Non-Residential Relocation
- LPA-395 Certificate 3, Combination of Relocation Types
- LPA-396 Certificate 3, Design Build Phased – Under Construction
- LPA-397 Certification Worksheet
- LPA-398 Certification Worksheet – Design Build
- LPA-399 WSDOT Local Agency Certification Concurrence Letter
(WSDOT Use Only)

LPA Property Management Forms

- LPA-407 Disposal Approval Request

LPA Relocation Forms

- LPA-501 General Notice of Relocation Rights (Non-Residential)
- LPA-502 General Notice of Relocation Rights (Landlord)
- LPA-503 General Notice of Relocation Rights (Personal Property)
- LPA-504 General Notice of Relocation Rights (Residential)
- LPA-505 Notice of Eligibility, Entitlements, and 90-Day Assurance (Non-Residential)
- LPA-505a Notice of Eligibility, Entitlements, and 90-Day Assurance (Non-Residential Fixed Payment)
- LPA-507 Notice of Eligibility, Entitlements, and 90-Day Assurance (Residential Owner)
- LPA-507a Notice of Revised Price Differential (Residential Owner)
- LPA-507b Notice of Eligibility – Non DSS (Residential Owner)
- LPA-507c Notice of Eligibility w/Carve Out Language (Residential Owner)
- LPA-508 Notice of Eligibility, Entitlements, and 90-Day Assurance (Residential Tenant)
- LPA-508a Notice of Eligibility – Non DSS (Residential Tenant)
- LPA-509 Notice of Eligibility, Entitlements, and 90-Day Assurance (Landlord)
- LPA-510 Notice of Eligibility, Entitlements, and 90-Day Assurance (Personal Property)
- LPA-511a Notice of Eligibility, Entitlements, and 90-/Day Assurance (Mobile Homes – Own Mobile Home, Rent Site)
- LPA-511b Notice of Eligibility, Entitlements, and 90-/Day Assurance (Mobile Homes – Own Mobile Home, Own Site)
- LPA-511c Notice of Eligibility, Entitlements, and 90-/Day Assurance (Mobile Homes – Rent Mobile Home, Rent Site)
- LPA-512 Notice of Intent to Acquire
- LPA-513 Mortgage Interest Differential Payment (MIDP)
- LPA-514 Incidental Purchase Expense Work Sheet
- LPA-515 Documentation of Living Expenses
- LPA-516 Price Differential Entitlement Instructions
- LPA-516a Down Payment Assistance Entitlement Instructions
- LPA-517 Vacate Inspection
- LPA-518 Agreement for Provisional Replacement Housing Payment
- LPA-519 Fixed Payment (In-Lieu) Work Sheet – Non-Residential
- LPA-520 Request for Moving Bid Cover Letter
- LPA-521 Request for Proposal and Moving Specification Format
- LPA-522 Replacement Site Search Log
- LPA-523 Application for Reestablishment Expenses – Non-Residential
- LPA-524 Eligibility Report
- LPA-525 (DSS) Replacement Dwelling Inspection Report
- LPA-526 Loss of Tangibles/Substitute Personal Property Bid Form
- LPA-527 Loss of Tangibles Computation
- LPA-528 Substitute Personal Property Computation
- LPA-529 Residential Checklist
- LPA-530 Non-Residential Checklist
- LPA-531 Personal Property Checklist
- LPA-532 Residential Occupancy Survey

- LPA-533 Non-Residential Occupancy Survey
- LPA-533a Non-Residential (Landlord) Occupancy Survey
- LPA-534 Personal Property Only Occupancy Survey
- LPA-535 Pre Move Inventory – Non-Residential
- LPA-536 Final Claim Letter – Non-Residential
- LPA-536a Final Claim Letter – Residential
- LPA-537 Relocation Assistance Voucher
- LPA-538 Application for Fixed Payment – Non-Residential
- LPA-539 Monthly Income Verification
- LPA-540 Move Expense Agreement – Residential
- LPA-540a Move Expense Agreement – Non-Residential
- LPA-541 Housing Comparison Work Sheet
- LPA-542 Price Differential Report
- LPA-543 Rent Supplement Report
- LPA-544 Notice of Relocation Non-eligibility
- LPA-545 Non-Residential Obsolete Printed Items
- LPA-546 Mobile Home Move Cost – Personal Property
- LPA-547 Lawfully Present in the United States Certification
- LPA-548 Transfer of Ownership – Non-Residential
- LPA-549 Claim Determination Letter

26.1 General Discussion

Under Public Law 105-178 (TEA-21), a 10 percent aspirational goal was established for the participation of Disadvantaged Business Enterprises (DBEs) in transportation contracting, in an effort to valuate equal opportunity in the award and administration of U.S. DOT-assisted contracting and address the effects of past and current discrimination. Requirements of the DBE Program, as prescribed in 49 CFR Part 26 and USDOT's official interpretations (i.e. Questions and Answers), apply to all recipients (and subrecipients) of highway, transit, and airport funds.

A local agency, when participating in programs funded in whole or in part with federal funds made available by the Washington State Department of Transportation (WSDOT), must either adopt WSDOT's DBE Participation Plan, or develop an equivalent plan. The local agency equivalent plan must have the approval of WSDOT's Office of Equal Opportunity (OEO) and the Federal Highway Administration (FHWA).

While WSDOT's OEO has the overall responsibility for administration and implementation of WSDOT's DBE Program, local agencies (as subrecipients) also have an important role to ensure that their federally-assisted contracts are administered in accordance with 49 CFR Part 26 and the state's approved DBE Program Participation Plan, which is available on WSDOT's website.

WSDOT's OEO, in coordination with Local Programs, will conduct compliance reviews of the local agency's administration of the DBE Plan. A local agency that is found to be in noncompliance may be subject to formal enforcement action (suspense or loss of federal funds and/or CA status). A finding of noncompliance will result for failure to comply with the requirements of WSDOT's DBE Plan.

Each federally-assisted contract/subcontract must include the following assurance:

- *The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages, or (4) Disqualifying the contractor from future bidding as non-responsible.*

26.2 Procedures

1. **Local Agency DBE Liaison Officer** – The local agency is responsible for ensuring program compliance and monitoring its contractor’s DBE activities. To accomplish this, a DBE liaison officer must be appointed by the local agency. This liaison officer must be an administrator responsible to the chief executive of the agency. This administrator should have the authority to delegate the responsibility to the people who perform the contractor compliance function. The liaison officer’s duties are to ensure compliance with the DBE Plan by the local agency and by their contractors.
2. **DBE Firm(s) Certification** – The Washington State Office of Minority and Women’s Business Enterprise (OMWBE) is the sole authority in the State of Washington to perform certification of all minority business enterprises, women business enterprises, and socially and economically disadvantaged business enterprises for programs administered by any State, local, or Federal agency. This statutory authorization extends to and binds all USDOT DBE Program recipients in the State of Washington. In order to count DBE participation, only DBE firms that are currently certified by OMWBE may be used by prospective bidders on federally funded projects. A directory of certified DBE firms is maintained and published by OMWBE. The directory is available via OMWBE’s website at www.omwbe.wa.gov/directory-of-certified-firms or by calling 360-664-9770 or toll free (866) 208-1064.
3. **Establishment of Project DBE Goals** – The Local Programs Project Development Engineer will review each project to determine if it involves work elements that are conducive to DBE participation. To initiate this review, the local agency must submit an engineer’s estimate with their suggested DBE goal to the Region Local Programs Engineer when the contract work is determined. The estimate must show the item quantities and costs of the project. No construction funding will be obligated prior to the project review for DBE goals.

If a local agency has any other projects tied to a federally funded project which utilizes one set of bid documents, the total project is considered a federal aid project for DBE goal setting purposes.

The goals for federal aid projects will be set under one of the following categories based on the projected participation level during the year to achieve the overall goal:

- Mandatory Goal
- Zero Goal

The Local Programs Project Development Engineer will then establish a DBE goal for the project. The methodology employed by WSDOT determining state and local agency project contract goals is as follows:

A. Elements

- a. Geographical location of the project.
- b. Type(s) of work included in the project, i.e., structure, roadway, new construction.

- c. Availability of DBEs to perform the type(s) of work.
- d. Potential subcontractable items of the work.
- e. Total dollar value of the contract.

The attainment accomplished through this analysis will be reviewed annually to determine the appropriateness of the method of setting goals.

B. Goal Setting Process

- a. Review the department's overall DBE goal and the means to meet the goal.
- b. If the contract includes federal funds, a DBE goal is considered.
- c. If the contract amount is under \$100,000.00 then no goal is set. (However, if the work is such that the prime contractor has a distinctly separate class of work available, and meets the requirement for the prime to do 30 percent of the work, a goal may be considered).
- d. The bid items are sorted by pre-qualification work classes and the total estimated dollar amounts to help identify opportunities for subcontracting.
- e. Prime contractor work is assumed to be one class (the largest) unless two classes are needed to total a minimum of 30 percent of the total contract.
- f. Mobilization and specialty work are not considered for subcontracting.
- g. The remaining work is totaled, both as a percentage and a dollar amount. It is then evaluated to maximize the participation and to ensure that there are two distinct combinations of work classes to achieve the established goal.
- h. Ensure that DBE firms are ready, willing, and able to perform the work at the geographic location and time of the project.

If a local agency feels the project goal set by the Local Programs Project Development Engineer is inappropriate, they may submit a request to have it changed. This request must be accompanied by justification based on the above criteria for establishing the contract goal.

4. **DBE Provisions in the Plans, Specifications, and Estimates (PS&E)** – After the goal has been determined, the applicable WSDOT General Special Provision (GSP), for the type of goal set as outlined above shall be included in the PS&E. These GSPs are available on the WSDOT website or from the Region Local Programs Engineer. Only the WSDOT GSPs are approved for use on a FHWA funded project.

To complete the DBE requirements in the PS&E, when a mandatory goal is established, DOT Form 272-056A EF, Disadvantaged Business Enterprise Utilization Certification ([Appendix 26.32](#)), and DOT Form 422-031A EF, DBE Written Confirmation Document will be included. This form shall be in the proposal given to each bidder. This form is available from the Region Local Programs Engineer. When a zero goal is established the DBE Utilization Certification and the DBE Written Confirmation Document forms are not required.

5. **Bid Opening** – Each bid proposal must be reviewed to determine if the bid is responsive. For a contract with goals, each proposal shall contain the Disadvantaged Business Enterprise Utilization Certification and Written Confirmation form completed by the contractor.

Failure to accurately complete these forms will be considered as evidence that the proposal is unresponsive and, therefore, is not eligible for award.

6. **Is the DBE Firm Certified by OMWBE** – The DBE firm named by the contractor in the bid proposal shall be certified as a DBE firm by OMWBE to be eligible for work on a FHWA funded project. To verify whether a firm is certified as a DBE and eligible to perform work on a FHWA funded project, you must refer to OMWBE's Directory of Certified Firms which is available at www.omwbe.wa.gov/directory-of-certified-firms and document your effort in the project file. It is important to also check OMWBE's List of Suspended DBE Firms. Firms on the Suspended List cannot be used to meet a contract goal on a new contract. In addition, any work performed on a contract during the suspension cannot be counted toward WSDOT's overall DBE goal. Questions related to the content of the directory can be directed to OMWBE at 360-664-9770 or toll free 866-208-1064. To meet the goals for the project, DBE firms not certified at the time fixed for the bid opening will not be accepted by the local agency for participation, as a Condition of Award (COA) Contractor, in the project

7. **Selection of the Successful Bidder**

- A. **Selection of Successful Bidder** (when a mandatory goal is established)

- a. The successful bidder shall be selected on the basis of having submitted the lowest responsive bid and, in order to be responsive, making good faith efforts to meet the DBE goal. The bidder can meet this requirement in either of two ways:
 1. The bidder can meet the established DBE goal, documenting they have obtained enough commitments for participation by DBE firms to meet the goal; or
 2. If the bidder does not meet the established DBE goal, the bidder can document its adequate good faith effort and submit it with their proposal.

This means that the bidder must show that it took all necessary and reasonable steps to achieve the DBE goal, and by their scope, intensity, and appropriateness to the objective, the bidder could reasonably be expected to obtain sufficient DBE participation, even if the bidder were not fully successful in meeting the established DBE goal. Efforts done as a matter of form or for the sake of appearance are not considered “good faith efforts” to meet the contract requirements for DBE utilization.

- b. Should the low and otherwise responsive bidder fail to attain the goal and not provide adequate good faith effort documentation in the bid submittal, its bid will be determined to be nonresponsive, and the next low responsive bid reviewed for acceptance.

All agencies that have projects with mandatory DBE goals must submit the bid tabs, the DBE Utilization Certification, and the DBE Written Confirmation Document of the apparent low bidder to the Region Local Programs Engineer (LPE) to obtain concurrence to award **before** the contract is officially awarded to the apparent low bidder. Failure to gain LPE concurrence **prior to award** on every project with DBE goals and subsequent award of a contract to a nonresponsive bidder will jeopardize the project's federal funding.

- c. If the apparent low bidder submits Good Faith Effort documentation with the bid, the Local Agency will submit the Good Faith Effort to Local Programs for approval action prior to awarding the project.
- B. After Award** – The Local Agency will request that the apparent low bidder submit a description of the specific items of the work each DBE subcontractor named in the DBE Utilization Certification will perform. This description, dollar amount, and name of the DBE firm is identified in the award letter and made Condition of the Award (COA) of the contract.
- C. Administrative Reconsideration** – If Local Programs determines that the apparent successful bidder, failed to meet the DBE goal, the bidder will have the right to reconsideration but only for the purpose of reassessing the GFE documentation that was originally submitted with their bid, and determined to be inadequate. The Local Agency will, before awarding the contract to the next successful bidder, notify the bidder that they have five (5) working days (from the date of notification) to request reconsideration or forfeit the right for reconsideration.
- a. WSDOT's decision on reconsideration shall be made by an official who did not take part in the original determination that the bidder failed to meet the goal (as described above).
 - b. The bidder shall have the opportunity to meet in person with said official to discuss their good faith effort package. The bidder's position must be based on its bid submittal. The bidder may provide further explanation/clarification of the information and materials in the bid submittal, but no new material or information will be considered by the official in reaching a decision on reconsideration.
 - c. WSDOT shall send the bidder a written decision on reconsideration, explaining the basis for their findings.
 - d. The result of the reconsideration process is not administratively appealable to the USDOT.

8. **Condition of Award Letter** – The condition of award letter carries the same contractual obligation as the contract specifications and is only required when a mandatory goal is established for a project. An example of a zero goal award letter appears in [Appendix 46.43](#) and an example of a mandatory goal award letter appears as [Appendix 46.44](#). The information contained in the body of these examples must be included in the local agency award letter. If a portion of an item is sublet to a DBE and the remainder is done by the contractor or another subcontractor, the DBE’s work must be shown in detail. Also, any DBE suppliers and manufacturers shall be shown.

Send a copy of this letter, a copy of the “Disadvantaged Business Enterprise Utilization Certification and a copy of the “DBE Written Confirmation Document” to the Region Local Programs Engineer as a part of the award documentation submittal explained in [Chapter 46](#).

Attach a copy of the letter to the contract papers that you send to your contractor for signature. The Region Local Programs Engineer shall be provided information on subletting by DBE contractors.

9. **Between Award and Execution** – The contractor shall supply a contractor’s bidders list as described in the GSP’s for all categories (zero and mandatory goals). The list shall include all firms (names and addresses) that bid on prime contracts or bid or quote subcontracts (successful and unsuccessful) on USDOT-assisted projects, including both DBEs and non-DBEs. The local agency shall immediately notify the Region Local Programs Engineer by email with the name and address of the successful contractor for forwarding to the OEO’s contract compliance officer.
10. **Monitoring DBEs During Construction** – The local agency must place special emphasis on the DBE requirements at the preconstruction conference. Changes to a Condition of Award letter shall be handled in accordance with the GSP (Changes in the Quantity of Work). All change orders affecting the work of DBEs shall be submitted to the Region Local Programs Engineer for concurrence prior to executing the change order.

Project diary documentation of the DBE’s activities on the project must be performed in the same manner as is done on the prime contractor and any other subcontractor’s activities.

In addition to the project diary, the form “DBE On-Site Review” shall be completed by the local agency for every DBE contractor or consultant performing work on the project. See [Appendix 26.34](#) for the form and instructions for Construction Subcontractors/Regular Dealers/Manufacturers and [Appendix 26.35](#) for Architect & Engineering/Professional Services Firms.

- at the start of work, and/or
- at the peak period of work, and/or
- whenever changes in the performance of the work warrants its completion.

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

The WSDOT GSP, Disadvantaged Business Enterprise Participation Plan, and [Chapter 1](#) of the *Construction Manual* M 41-01 shall be followed to ensure compliance with the DBE Plan.

In order to receive credit for DBE participation (count towards the contract goal) a DBE firm must be performing a commercially useful function (CUF) on that contract. A DBE performs a CUF when it is responsible for executing one or more distinct elements of the contract work and is carrying out those responsibilities by actually performing, managing, and supervising the work involved, with its own forces. The documentation in the project diary and on the DBE On-Site Review form is the information that the local agency will use to evaluate whether a DBE is performing a commercially useful function. WSDOT's Office of Equal Opportunity (OEO) may also perform in-depth CUFs on DBE firms performing work on Federal-aid local agency projects (as OEO determines necessary/appropriate). If there is evidence that a DBE firm may not be performing a commercially useful function, immediately contact your Region Local Programs Engineer.

11. **Prompt Payment** – Local agencies are expected to comply with and enforce the prompt payment requirements under State Law as well as 49 CFR Part 26, as regards their contracts with prime contractors. Refer to Amendment Section 1-08, Prosecution and Progress (March 6, 2000) along with [RCW 39.04.250](#), [RCW 39.76.011](#), [RCW 39.76.020](#), and [RCW 39.76.040](#) for more detailed “Prompt Payment” requirements.
12. **During Construction and Upon Completion** – For all federal aid projects, the contractor shall submit Local Agency Monthly Report of Amounts Credited as DBE Participation, DOT Form 422-103 ([Appendix 26.31](#)), to the local agency. On this form, the contractor shows the actual amount paid to the DBE firm for the contact work. The local agency shall forward a copy to the Region Local Programs Engineer. This completed form is required monthly and a final at the completion of the project must be submitted to the Local Programs Project Development Engineer as specified on the form.
13. **Records and Reports** – The local agency will maintain such records and provide such reports as necessary to ensure full compliance with the Plan.

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

26.3 Appendices

- | | |
|-----------------------|--|
| 26.31 | Local Agency <u>Monthly</u> Report of Amounts Credited as DBE Participation |
| 26.32 | Disadvantaged Business Enterprise Utilization Certification |
| 26.33 | DBE Written Confirmation Document |
| 26.34 | DBE On-Site Review for Construction Subcontractors/Regular Dealers/
Manufactures |
| 26.35 | Project Office DBE On-Site Review for Architect & Engineers/
Professional Service Firms |

Disadvantaged Business Enterprise Utilization Certification

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation *only in the event* the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE online at: <http://omwbe.wa.gov/directory-of-certified-firms/>

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

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

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

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

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

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

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

SR

DOT Form 272-056A
10/2015

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

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 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 completion letter that is sent to the contractor should accompany the request.

.82 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 audit and acceptance by WSDOT. The agency shall diligently pursue closure of the contract.

.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 Monthly 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. 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 Monthly Report of Amounts Credited as DBE Participation
- 53.54 Certified Payroll Example

Local Agency Monthly Report of Appendix 53.53 Amounts Credited as DBE Participation



Local Agency Monthly Report of Amounts Credited as DBE Participation

Check appropriate reporting period and enter reporting year. <input type="checkbox"/> Final Reporting Year _____		Federal Aid Number	
		Federal Employer I.D. Number	
Contractor		Agency	
DBE Participant Name and Federal Employer I.D. Number	Contract Type	Date of Payment	*Dollar Credit Amount
Contract Type: S = Subcontractor A = Agent M = Manufacturer R = Regular Dealer J = Joint Venture V = Service Provider			
I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid on the dates shown. *Further, I certify that the amounts shown under "Dollar Credit Amount" are in accordance with the "DBE Eligibility" portion of the DBE Special Provision.			
Signature		Title	

This form is due on the 20th of the month following the end of the previous Month.

DOT Form 422-103
Revised 09/2015

List of Forms

	Form Number
Project Initiation	
Local Agency Federal Aid Project Prospectus	140-101
Local Agency Damage Inspection Report – FHWA Emergency Relief	140-300
Special Transportation Planning Study Agreement	224-080
Request Preliminary Engineering Funds	
Local Agency Agreement	140-039
Local Agency Agreement Supplement	140-041
Progress Billing	
Federal Aid Request for Payment	PPC2
Consultant Selection Process	
Independent Estimate for Consultant Services	140-012
Local Agency Standard Consultant Agreement	140-089
Supplemental Agreement	140-063
Government Agreement for Aid (Right of Way Services)	224-075
Environmental	
Local Agency Environmental Classification Summary	140-100
Plans, Specifications, and Estimates	
Local Agency Railway Agreement	140-044
Required Contract Provisions, Federal Aid Construction Contracts	FHWA-1273
Local Ad and Award	
Award of Contract	
Contract Bond	FHWA-45
DBE Utilization Certification	272-056A
Construction Administration	
Change Order – Local Agency	140-005
Change Order – Minor Change	421-005
Local Agency Monthly Report of Amounts Credited as DBE Participation	422-103
Weekly Statement of Working Days Example Sheet	Appendix 52.106
Project Completion	
Final Inspection of Federal Aid Project	140-500
Local Agency Project Management Review Checklist	272-024 and 272-026

The following forms are provided in Chapter 11 of the *Construction Manual* M 41-01.

Form No.	Rev. Date	Form Name
272-050	1-97	Apprentice/Trainee Approval Request
350-092	6-97	Asphalt Concrete Pavement Compaction Control Report
350-073	7-95	Asphalt Concrete Test Section Report
350-126	8-97	Asphalt Plant Inspection
540-020	12-95	Backflow Prevention Assembly Test Report
140-043	8-00	Certification Acceptance Qualification Agreement
420-004	10-94	Certification for Federal-Aid Projects
350-109	2-98	Certification of Materials Origin
540-509	3-96	Commercial Pesticide Application Record
350-009	5-98	Concrete Cylinder Transmittal
350-115	9-98	Contract Materials Checklist
421-040A & B	10-95	Contractor's Daily Report of Traffic Control – Traffic Control Log
350-112	9-97	Correlation Nuclear Gauge to Core Density
351-015	11-97	Daily Compaction Test Report
422-008	3-98	Daily Report of Force Account Worked
422-644	12-95	Daily Report of BST Operations
300-001	1-97	Detailed Damage Inspection Report FHWA Emergency Relief
424-003	12-96	Employee Interview Report
421-014	1-97	Examination Sheet for Contract Items
750-001	10-97	Fall Protection Plan
272-060	9-97	Federal-Aid Highway Construction Annual Project Training Report
FHWA-1391	9-92	Federal-Aid Highway Construction Contractors' Annual EEO Report
272-061	9-97	Federal-Aid Highway Construction Cumulative Training Report
FHWA-1392	9-92	Federal-Aid Highway Construction Summary of Employment Data
350-130	7-97	Field Acceptance Report for Qualified Products
350-074	10-93	Field Density Test Report (Nuclear Gauge)
422-635	3-98	Field Note Record
422-637	9-97	Field Note Record for Drainage
422-636	9-96	Field Note Record (Sketch Grid)
134-146	1-00	Final Contract Voucher Certificate
422-009	2-96	Final Record Notes
422-009B	2-96	Final Record Notes
230-036B	1-97	Follow-Up Documentation Review
422-010	9-97	Force Account Equipment Rate Request
350-564	1-96	Gradation Chart 0.45 Power

Form No.	Rev. Date	Form Name
230-036A	1-97	Initial Documentation Review (Procedures)
422-100	10-94	Inspection of Federal Aid Project
422-004	4-97	Inspector's Daily Report
422-004A	9-94	Inspector's Daily Report
422-004B	4-96	Inspector's Daily Report
422-020	5-95	Inspector's Record of Field Test
422-103	2-06	Local Agency Monthly Report of Amounts Credited as DBE Participation
272-051	6-98	M/D/WBE On-Site Review
450-001	1-96	Manufacturer's Certificate of Compliance for Ready Mixed Concrete
820-010	6-99	Monthly Employment Utilization Report
421-007	9-96	Order to Resume Work
421-006	9-96	Order to Suspend Work
450-005	1-97	Post-Tensioning Record
350-026	9-98	Preliminary Sample Transmittal
421-010	1-97	Prime Contractor Performance Report
350-040	11-00	Proposed Mix Design
420-012	1-96	Recommended Changes to Specifications and Construction Manual
421-009	12-96	Release Retained Percentage (Except Landscaping)
350-042	9-97	HMA Mix Design Submittal
422-007	3-98	Report of Protested Work
350-071	11-98	Request for Approval of Material
421-012	6-97	Request to Sublet Work
350-056	6-99	Sample Transmittal
422-027	5-97	Scaleman's Daily Report
FHWA-47	7-98	Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds
272-049	11-96	Training Program
410-025	8-97	Project Engineer Transmittal Checklist
350-572	8-99	Manufacturer's Certificate of Compliance Checklist

