



Columbia River  
 **CROSSING**

# CRC Procedures

March 2010

 Oregon Department  
of Transportation

 Washington State  
Department of Transportation

## CRC Procedures Index

|        | Procedure                            | Progress | Signoff by : | Published | Associated Prolog/Other Forms   | Comments           | Under Revision Control |
|--------|--------------------------------------|----------|--------------|-----------|---|--------------------|------------------------|
| 2-1-00 | Cost Control                         | Complete |              |           | Prolog  |                    |                        |
| 2-1-01 | Document Control                     | Complete |              |           | Prolog  |                    |                        |
| 2-1-02 | Schedule Control                     | Complete |              |           | P6  |                    |                        |
| 2-2-00 | Consultant Selection                 | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007; Revised Code of Washington 39.29 & 39.8  |                    |                        |
| 2-2-01 | Request for Qualification (RFQ)      | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007   |                    |                        |
| 2-2-02 | Pre-Submittal Conference             | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007; WSDOT Guidebook for Design-Build 2004  |                    |                        |
| 2-2-03 | RFQ Questions & Addenda              | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007; WSDOT Guidebook for Design-Build 2004  |                    |                        |
| 2-2-04 | SOQ Evaluation                       | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007   |                    |                        |
| 2-3-00 | Agreement Administration             | Complete |              |           | WSDOT Construction Manual 2010; WSDOT Agreements Manual 2009; WSDOT Consultant Programs Division Procedures Manual 2007; WSDOT Utility Manual 2010; Organizational Conflicts of Interest 2009 |                    |                        |
| 2-3-01 | Progress Documentation               | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007   |                    |                        |
| 2-3-02 | Consultant Payments                  | Complete |              |           | WSDOT Consultant Programs Division Procedures Manual 2007; Prolog   |                    |                        |
| 2-3-03 | Schedule of Values                   | Complete |              |           | WSDOT Construction Manual 2010; WSDOT Agreements Manual 2009; WSDOT Consultant Programs Division Procedures Manual 2007   |                    |                        |
| 2-3-04 | Contract Change Orders               | Complete |              |           | Construction Manual 2010  |                    |                        |
| 2-3-05 | Scope Change Request                 | Complete |              |           | Project Control and Reporting Manual ; Agreements Manual 2009   |                    |                        |
| 2-3-06 | Agreement Amendments                 | Complete |              |           | Agreements Manual 2009; Consultant Programs Division Procedures Manual 2007   |                    |                        |
| 2-4-00 | Design Reviews                       |          |              |           | Design Manual 2009  | A. Beagle Revising |                        |
| 2-4-01 | Deliverables Register                | Complete |              |           | Prolog  |                    |                        |
| 2-4-02 | Construction Submittals              | Complete |              |           | WSDOT 2010 Std. Specifications; Prolog  |                    |                        |
| 2-5-00 | Specification - General Requirements | Complete |              |           | WSDOT 2010 Std. Specifications  |                    |                        |
| 2-5-01 | Liquidated Damages                   | Complete |              |           | WSDOT 2010 Std. Specifications; WSDOT Construction Manual 2010  |                    |                        |
| 2-5-02 | Construction Cost Estimates          | Complete |              |           | Cost Estimating Manual for WSDOT 2009; Estimating Manual for ODOT 2009  |                    |                        |
| 2-5-03 | Contractor's Schedule                | Complete |              |           | WSDOT 2010 Std. Specifications  |                    |                        |
| 2-6-01 | Utility Coordination                 | Complete |              |           | WSDOT Project Utilities Coordination Guidelines 2005  |                    |                        |
| 2-6-02 | Request for Information              | Complete |              |           | WSDOT Construction Manual 2009  |                    |                        |
| 2-6-03 | Contractor Progress Payment          | Complete |              |           | WSDOT Construction Manual 2009  |                    |                        |
| 2-6-04 | Public Records Request               | Complete |              |           | WSDOT Administrative Svcs Manual 2008; Washington State Law RCW 42.56   |                    |                        |

|               |                        |  |                        |               |
|---------------|------------------------|--|------------------------|---------------|
| <b>2-1.00</b> | CRC PROJECT PROCEDURES |  | REVISION DATE: 3/31/10 |               |
|               | <b>COST-CONTROL</b>    |  | APPROVAL               |               |
|               |                        |  | MANAGER                | APPROVAL DATE |

## OBJECTIVE

To provide the project with the ability to enter, view, access, and distribute information in a manner that is conducive to the uniform understanding of the scope by stakeholders at differing levels and interest on the project, while also providing the ability to provide accountability on outstanding and underperforming elements of work through the current reporting period.

## DEFINITION

*Prolog A* Sequel based database application that is housed on the CRC's local area network.

## REFERENCES


CRC Prolog Procedures Manual.

## WORK PROCESS

1. All records that are financial in nature including contracts, change orders, budgets and invoices are actually executed and paid through WSDOT's southwest region office (Grantee). Copies of the financial record are routed through the CRC project office.
2. As the invoices and or contracts are routed through the project office a copy is placed in the Document Control In Box.
3. The project controls specialist (PCS) retrieves the financial record from the document control in-box and evaluates what type of financial transaction it represents and whether or not a budget code exists for the transaction.
4. The PCS should determine whether the transaction can be handled via existing budget codes or if new codes are necessary.
5. If no budget code exists for the financial transaction then the PCS creates any necessary coding.
6. For new contracts and or change orders, the PCS initiates any necessary budget control moves within Prolog to represent the transaction.
7. Once all the necessary coding and budget control moves are complete, the PCS enters the financial record into Prolog.
8. All financial information is reconciled to the WSDOT general ledger system on a monthly basis.
9. At regular intervals as determined by Project management, Prolog reports are generated that compare the amounts budgeted, to the amounts committed and the amounts paid.
10. These reports are reviewed by the PCS and any undesirable deviations from the baseline budget are identified.
11. The PCS notifies appropriate project staff so that corrective action can be taken if necessary.

## ATTACHMENTS

None

|  <b>Washington State<br/>Department of Transportation</b> |  | <b>Construction</b>  | <b><u>Online Guide</u></b> |
|--|--|----------------------|----------------------------|
|  |  | <b>Plan the Work</b> | <b><u>Process</u></b>      |
| <b>Activity:</b>   | <b>Validate Project Budget</b>   |                      | Revision<br>July 1, 2005   |
| <b>Description:</b>  | Validate <b>Programmed Project Budget</b> from the Capital Project Management System (CPMS) through a comparison of: (1) the Allocated Construction Engineering Dollars with the Construction Engineering Workforce Plan, (2) Contract Contingencies with the Qualitative/ Quantitative Risk Analysis, and (3) the Contractor's Bid Amount with the Engineer's Estimate.   |                      |                            |
| <b>Inputs:</b>   | <ul style="list-style-type: none"> <li>• Engineer's Estimate</li> <li>• Contractor's Bid Amount</li> <li>• Work Order Ledger</li> <li>• Construction Engineering Workforce Plan</li> <li>• Qualitative/Quantitative Risk Analysis</li> </ul>   |                      |                            |
| <b>Tools:</b>  | <ul style="list-style-type: none"> <li>• <a href="#"><b>WSDOT Project Delivery Information System (PDIS)</b></a></li> </ul> <p><i>Note: This is a WSDOT internal web site that is not available to anyone outside the agency</i></p>   |                      |                            |
| <b>Steps:</b>  | <ol style="list-style-type: none"> <li>1. Compare the Engineer's Estimate to the Contractor's bid amount. Estimate Project Costs from the Construction Engineering Workforce Plan to the Allocated Construction Engineering Dollars, and compare Quantitative Risk Analysis to Allocated contract contingencies.</li> <li>2. Review and reconcile all budget differences with Region/Organization Management.</li> <li>3. Based on the reconciled project Budget, develop the Project Aging Report.</li> </ol> |                      |                            |
| <b>Products:</b>   | <ul style="list-style-type: none"> <li>• <b>Updated Project Budget</b></li> <li>• <b>Project Aging Report</b></li> </ul>   |                      |                            |
| <b>Guidelines:</b>   | N/A  |                      |                            |

|        |                               |  |                        |          |         |
|--------|-------------------------------|--|------------------------|----------|---------|
| 2-1.01 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |          |         |
|        | Document Control              |  |                        | APPROVAL |         |
|        |                               |  |                        |          | MANAGER |

**A. OBJECTIVE**

To establish a process for the review, approval, revision, distribution, and maintenance and storage of project documents to ensure that:

1. Appropriate, current information is available to the affected team members when needed,
2. Critical documents are periodically reviewed, revised, and approved by an authorized person, and
3. Obsolete documents are prevented from the possibility of use.

**B. DEFINITION**

*Project Files* are generally a product of the project and can be either electronic or paper, and are in their final form.

*Workpaper Files* include any document or file that is a direct product of the CRC, but that is not in its final or distribution format. Project work paper generally requires further collaboration or processing among team members.

*Reference Files* include any document that is not a direct product of the project but that is helpful or necessary in order to perform project functions.

*Prolog A* Sequel based database application that is housed on the CRC's local area network.

**C. REFERENCES**

CRC Prolog Procedures Manual

**D. WORK PROCESS**

1. All project files will be maintained at the CRC project under the responsibility of the Project Controls Manager.
2. It is the responsibility of CRC project staff to submit project documents to Document Control for the official project file. Project Task Managers have ultimate responsibility to make certain that their team's official project files are making it to document control.
3. Identify what type of document from the following three categories:
  - Project Files
  - Workpaper Files
  - Reference Files

**E. PROJECT FILES**

1. If the document is in electronic format, the responsible staff will place an electronic copy in the Document Control inbox at <\\CRC.LOC\Root\Office\CRC\Document Control In Box> or email the document to [Document.Control@ColumbiaRiverCrossing.org](mailto:Document.Control@ColumbiaRiverCrossing.org) .
2. If the document is in paper format, it can be placed in the paper in-box located in the document control area.

3. The Document Control Specialist (DCS) will scan documents from the Doc Box (paper) or retrieve from the Document Control In-Box (electronic).
4. Once the document is retrieved and or scanned, the file will be renamed using the CRC-approved naming convention, and filed in the project files.
5. The DCS will log into the Prolog tracking system when required.

#### **F. WORKPAPER FILES**

1. All work in progress should be saved in the Project workpaper files so that they are assessable by team members.
2. Continue collaboration on work until which point it needs to be sent out for review or submitted for final.
3. Responsible staff will place the document in the Document Control Inbox at <\\CRC.LOC\Root\Office\CRC\Document Control In Box> or email the document to [Document.Control@ColumbiaRiverCrossing.org](mailto:Document.Control@ColumbiaRiverCrossing.org) .
4. Once the document is retrieved and/or scanned, the file will be renamed using the CRC-approved naming convention, and filed in the project files.
5. The Document Control Specialist will log into the Prolog tracking system when required.

#### **G. REFERENCE FILES**

1. The initiator of reference files will work with the Document Control Specialist to determine the appropriate library placement for the reference document.
2. The DCS places the document in the reference files.

#### **H. ATTACHMENTS**

None

|               |                               |  |                        |                 |         |
|---------------|-------------------------------|--|------------------------|-----------------|---------|
| <b>2-1.02</b> | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |                 |         |
|               | <b>Schedule Control</b>       |  |                        | <b>APPROVAL</b> |         |
|               |                               |  |                        |                 | MANAGER |

**A. OBJECTIVE**

To produce a time-structured plan for performing the scope that will, when followed, result in completing the project in the most desired sequence so that actual work performed can be compared to the plan and corrective action can be taken if undesirable deviation occurs.

**B. DEFINITION**

*Critical Path* - The series of interdependent activities of a project, connected end to end, which determines the longest overall duration. This also represents the shortest time possible to finish the project.

*Scope* - Answers the question “what are we going to do, and deliver in this project.”

*Primavera P6* - A construction scheduling software tool.

**C. REFERENCES**

None

**D. WORK PROCESS**

1. The scheduler working under the direction of the Project Controls Manager and in collaboration with the task managers is responsible for creating, updating and analyzing the project schedule.
2. Project management and task leads (TMs) with the assistance of the scheduler will identify all activities required to complete their portions of the project or any new scope added to the project.
3. TMs will estimate the durations and constraints of all the activities that were identified.
4. The scheduler will categorize these activities within the project work breakdown structure and enter them into P6. .
5. The scheduler will then work with the TMs to determine the interrelationships of the activities and enter this information into P6.
6. Once the activities, durations, relationships and constraints are entered into P6 the scheduler identifies the critical path of the combined schedule and communicates this information to the TMs and obtains concurrence on the baseline schedule. This is an iterative process and could take several rounds to complete.
7. From time to time it may become necessary to re baseline the schedule to reflect significant changes in planned activities.
8. Once the baseline is established the scheduler with input from the TMs enters actual work progress into the schedule.
9. The scheduler then compares the actual progress to the planned or baseline schedule and communicates these results to project management as needed and at a minimum on a monthly basis in agreed upon report format.
10. Project management determines if there is a need for corrective action to prevent any undesirable schedule impacts.

11. Project management is responsible for determining what specific corrective actions should be taken.
12. The scheduler then revises the plan to incorporate the chosen corrective actions and recalculates the schedule to evaluate the efforts of the planned corrective actions.
13. This process is repeated until Project Management is satisfied that the planned activities are acceptable and the project is proceeding as well as is possible.

**E. ATTACHMENTS**

None



|        |                               |  |                        |               |
|--------|-------------------------------|--|------------------------|---------------|
| 2-2.00 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |               |
|        | CONSULTANT SELECTION OVERVIEW |  | APPROVAL               |               |
|        |                               |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To select the most qualified **Consultant** for the project.

**B. DEFINITIONS**

*Competitive Selection* is the process of selecting a **Consultant** by ranking each applicant and selecting the most qualified.

*Sole Source Selection* is the process of selecting a **Consultant** that is the most qualified.

**C. REFERENCES**

1. WSDOT Consultant Programs Division Procedures Manual, 2007.
2. Revised Code of Washington 39.29 & 39.80.

**D. WORK PROCESS**

1. Personal Service and Architectural & Engineering (A&E) Services contracts can be *Competitive Selection* or *Sole Source Selection*.
2. If by *Competitive Selection*:
  - a) The **Grantee** places a Request for Qualification (RFQ) advertisement for the project.
  - b) The **Grantee** then reviews **Consultant** Submittal Packages and ranks **Consultants** by qualifications. The **Grantee** prepares a list of the Top-Ranked **Consultants**.
  - c) The **Grantee** notifies and interviews the Top-Ranked **Consultants/Contractors** and makes their selection.
3. If agreement is a Personal Service by *Sole Source Selection*:
  - a) The **Grantee** selects the **Consultant** they believe is the most qualified.
  - b) An advertisement must be placed for agreements valued at \$20,000 or more and run for a minimum of one day. For agreements under \$20,000, an advertisement is not required.
  - c) Documented justification for sole source contracts shall be provided to the office of financial management when the contract is filed, and must include evidence that the agency posted the contract opportunity on the state's common vendor registration and bid notification system.
  - d) For sole source contracts of \$20,000 or more, documented justification shall also include evidence that the **Grantee** attempted to identify potential consultants by advertising through statewide or regional newspapers.
  - e) If another **Consultant** challenges the *Sole Source Agreement* and the **Grantee** believes that firm is qualified, then a competitive selection process must be used.
4. If agreement is a A&E by *Sole Source Selection*:
  - a) The **Grantee** prepares Sole Source Selection Request Memo for review and approval. No advertisement required.

**E. ATTACHMENTS**

- 2-2.00-A [WSDOT Consultant Programs Division Procedure Manual excerpt](#)

|        |                                  |  |                        |               |
|--------|----------------------------------|--|------------------------|---------------|
| 2-2.01 | CRC PROJECT PROCEDURES MANUAL    |  | REVISION DATE: 3/31/10 |               |
|        | REQUEST FOR QUALIFICATIONS (RFQ) |  | APPROVAL               |               |
|        |                                  |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To receive a Statement of Qualifications (SOQ) from interested **Consultants/Contractors**.

**B. DEFINITION**

A formal request by the **Grantee of Consultants' or Contractors'** qualifications consisting of, among other things, experience, capabilities, and past performance.

**C. REFERENCES**

1. WSDOT Consultant Program Division Procedures Manual, 2007.

**D. WORK PROCESS**

1. If the proposed agreement is a sole source Personal Services agreement and is less than \$20,000, steps 2 and 3 are not required.
2. The **Grantee** puts together an RFQ that outlines the Project's Background, Scope of Work, Teaming Parameters, Statement of Qualifications (SOQ) Submittal Instructions and Format, Evaluation Process, and Protest Procedures.
3. The **Grantee** will advertise the proposed agreement. The advertisement will include at a minimum:
  - The name of the department within WSDOT;
  - Description of the services contemplated for sole source award;
  - Proposed timeframe of the sole source agreement;
  - Information as to how an interested consultant may contact the Grantee to challenge the proposed sole source agreement; and
  - Deadline for the challenge.
4. Interested **Consultants/Contractors** respond to the Grantee with an SOQ.

**E. ATTACHMENTS**

None

|        |                               |                        |               |
|--------|-------------------------------|------------------------|---------------|
| 2-2.02 | CRC PROJECT PROCEDURES MANUAL | REVISION DATE: 3/31/10 |               |
|        | PRE-SUBMITTAL CONFERENCE      | APPROVAL               |               |
|        |                               | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

For the **Grantee** to meet with **Consultants/Contractors** interested in responding to the Request for Qualifications (RFQ) and provide clarification.

**B. DEFINITION**

An informal meeting for **Consultants/Contractors** interested in responding to the RFQ.

**C. REFERENCES**

1. WSDOT Guidebook for Design-Build, June 2004.

**D. WORK PROCESS**

1. Once the **Grantee** has advertised the RFQ they will hold a Pre-Submittal Conference prior to the due date of the Statement of Qualifications (SOQ).
2. **Consultants/Contractors** can attend the Pre-Submittal Conference to gather more information on the project. Attendance may be mandatory and may be a prerequisite to being the **Consultant/Contractor** for the project.

**E. ATTACHMENTS**

None

|        |   |  |                        |               |
|--------|---|--|------------------------|---------------|
| 2-2.03 | CRC PROJECT PROCEDURES MANUAL                           |  | REVISION DATE: 3/31/10 |               |
|        | REQUEST FOR QUALIFICATIONS (RFQ)<br>QUESTIONS & ADDENDA |  | APPROVAL               |               |
|        |   |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To provide clarification to questions from the **Consultant/Contractor** through issuing an Addenda.

**B. DEFINITION**

Questions and requests for clarification regarding the RFQ will be answered by the **Grantee** through an Addendum, response, or group of responses.

**C. REFERENCES**

1. WSDOT Consultant Programs Division Procedure Manual, 2007
2. WSDOT Guidebook for Design-Build, June 2004.

**D. WORK PROCESS**

1. A **Consultant/Contractor** issues a question and/or request for clarification regarding the RFQ to the **Grantee**.
2. The **Grantee** shall post, as soon as they are received, all questions and requests for clarification on their Contract Ad & Award Office website.
3. The **Grantee** shall answer questions and requests for clarification by posting a response on its Contract Ad & Award Office website.
4. The **Grantee** shall send notification to each **Consultant/Contractor** as soon as each addendum, response, or group response is issued.
5. The **Consultant/Contractor** shall acknowledge receipt of all addenda.

**E. ATTACHMENTS**

None

|        |  |                        |               |
|--------|--|------------------------|---------------|
| 2-2.04 | CRC PROJECT PROCEDURES MANUAL                | REVISION DATE: 3/31/10 |               |
|        | STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION | APPROVAL               |               |
|        |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To evaluate how well the **Consultants/Contractors** Statement of Qualifications (SOQ) responds to the requirements of the Request for Qualifications (RFQ).

**B. DEFINITION**

Evaluation of the **Consultants/Contractors** SOQ by a set criteria outlined in the RFQ.

**C. REFERENCES**

1. WSDOT Consultant Programs Division Procedure Manual, 2007.

**D. WORK PROCESS**

1. The **Consultant/Contractor** submits a SOQ to the **Grantee** for evaluation.
2. The **Grantee** will evaluate the SOQ responses on the requirements described in the RFQ, the **Grantee's** values, project goals, and information collected from project references. Past performance track records will be weighted heavily in the scoring.
3. The **Grantee** assembles a short-list of the top ranked **Consultants/Contractors** that will be considered for the project.

**E. ATTACHMENTS**

None

|        |                               |  |                        |               |
|--------|-------------------------------|--|------------------------|---------------|
| 2-3.00 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |               |
|        | AGREEMENT ADMINISTRATION      |  | APPROVAL               |               |
|        |                               |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To manage agreements in such a way as to obtain all goods and services contracted for the price specified.

**B. DEFINITION**

Agreement Administration is the process of managing the agreement and relationship with the **Grantee** and the **Customer**.

**C. REFERENCES**

1. WSDOT Construction Manual, Chapter 1, January 2010.
2. WSDOT Agreements Manual, M 22-99, November 2009.
3. WSDOT Consultant Programs Division Procedure Manual, 2007.
4. WSDOT Utility Manual, M 22-87.02, Chapter 2 - Utility Agreements, March 2010.
5. Organizational Conflicts of Interest Manual, M 3043.01, July 10, 2009.

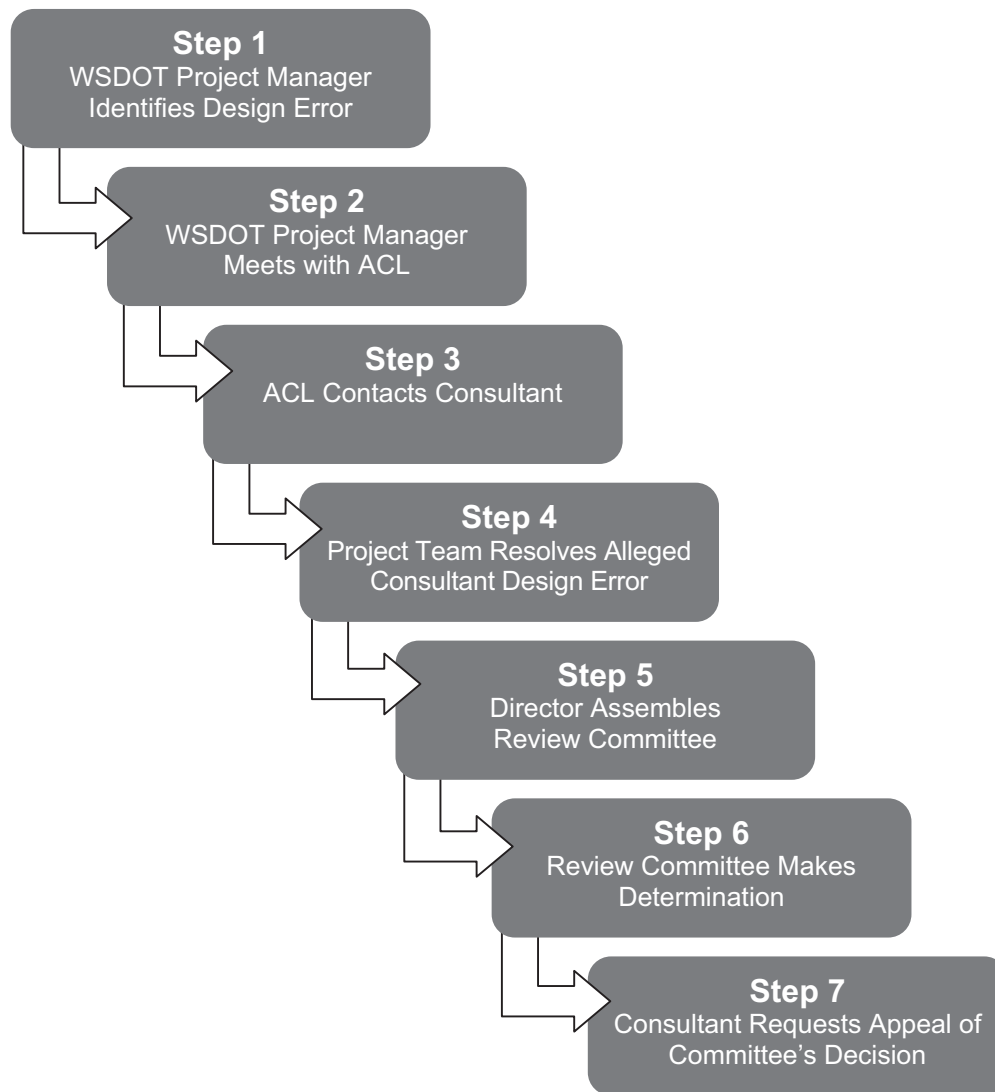
**D. WORK PROCESS**

1. An agreement is created between the **Grantee** and the **Customer**.
2. Assign an Agreement Manager: Every agreement will be assigned an **Agreement Manager**. It is the responsibility of the **Agreement Manager** to make sure the **Grantee** fulfills its responsibilities under the terms of the agreement and ultimately closes the agreement when it is no longer needed.
3. Managing the Agreement: Agreements must be attached to a work Order Group and Fund Source. It will be the responsibility of the **Agreement Manager** to work with the **Work Order Manager** and **Project Manager** to ensure the management and closure process are followed. The scope, schedule and budget from the agreement must be managed. If costs are likely to exceed the agreement amount the **Agreement Manager** must contact the other party as early as possible, even if the final amount is unknown. The **Agreement Manager** must also keep the other party informed on all decisions that would change the scope, schedule, or budget of the agreement.

**E. ATTACHMENTS**

- 2-3.00-A [Consultant Design Error Procedure](#)
- 2-3.00-B [Executive Order – Conflict of Interest](#)

# 15. Consultant Design Error Procedures



This chapter explains how to determine whether a consultant design error goes above and beyond the generally accepted margin of error in the industry. The chapter establishes a uniform method for resolution and cost recovery procedures in circumstances where WSDOT believes it has incurred material damage due to a consultant design error.

|        |                               |  |                         |          |               |
|--------|-------------------------------|--|-------------------------|----------|---------------|
| 2-3.01 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |          |               |
|        | PROGRESS DOCUMENTATION        |  |                         | APPROVAL |               |
|        |                               |  |                         | MANAGER  | APPROVAL DATE |

**A. OBJECTIVE**

To effectively administer **Consultant** services through periodic reporting of the status of the work.

**B. DEFINITION**

*Progress documentation* is a requirement established by the **Consultant** Agreement whereby the **Consultant** must report his progress relative to the project on a periodic basis and in a format as directed by the **Grantee**.

**C. REFERENCES**

1. Consultant Agreement.

**D. WORK PROCESS**

1. The **Consultant** is to provide a design schedule for approval before he commences work.
2. The **Project Manager** will review and accept the **Consultant's** design schedule, after he receives input from the **Scheduler**.
3. The **Scheduler** will summarize and add the approved design schedule into the CRC Master Schedule.
4. Progress documentation is to be provided in a format coordinated between the **Consultant** and the **Project Manager**. The format is to be established prior to issuance of the Notice to Proceed.
5. The progress reports, at a minimum, shall be submitted with each invoice for payment by the **Consultant** and are to include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work completed, the expected completion date for the remaining work, and any problem areas and important issues that may affect the Project's cost and/or schedule, as well as the actual present percent complete versus the planned percent complete as described in the Scope of Services.
6. The progress reports along with the invoices for payment are to be submitted monthly and are utilized by the project management to update the Master Schedule, and to follow up on issues that may impact either cost or schedule.

**E. ATTACHMENTS**

None



|        |                               |  |                        |          |               |
|--------|-------------------------------|--|------------------------|----------|---------------|
| 2-3.02 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |          |               |
|        | CONSULTANT PAYMENTS           |  |                        | APPROVAL |               |
|        |                               |  |                        | MANAGER  | APPROVAL DATE |

**A. OBJECTIVE**

To provide payment to **Consultants** for work completed.

**B. DEFINITION**

The **Columbia River Crossing (CRC)** uses three main types of payment provisions for **Consultant** agreements:

1. Cost Plus Fixed Fee Agreement.
2. Negotiated Hourly Rates (includes Task Order).
3. Lump Sum.

**C. REFERENCES**

1. WSDOT Consultant Programs Division Procedures Manual, 2007.
2. CRC Prolog Procedures

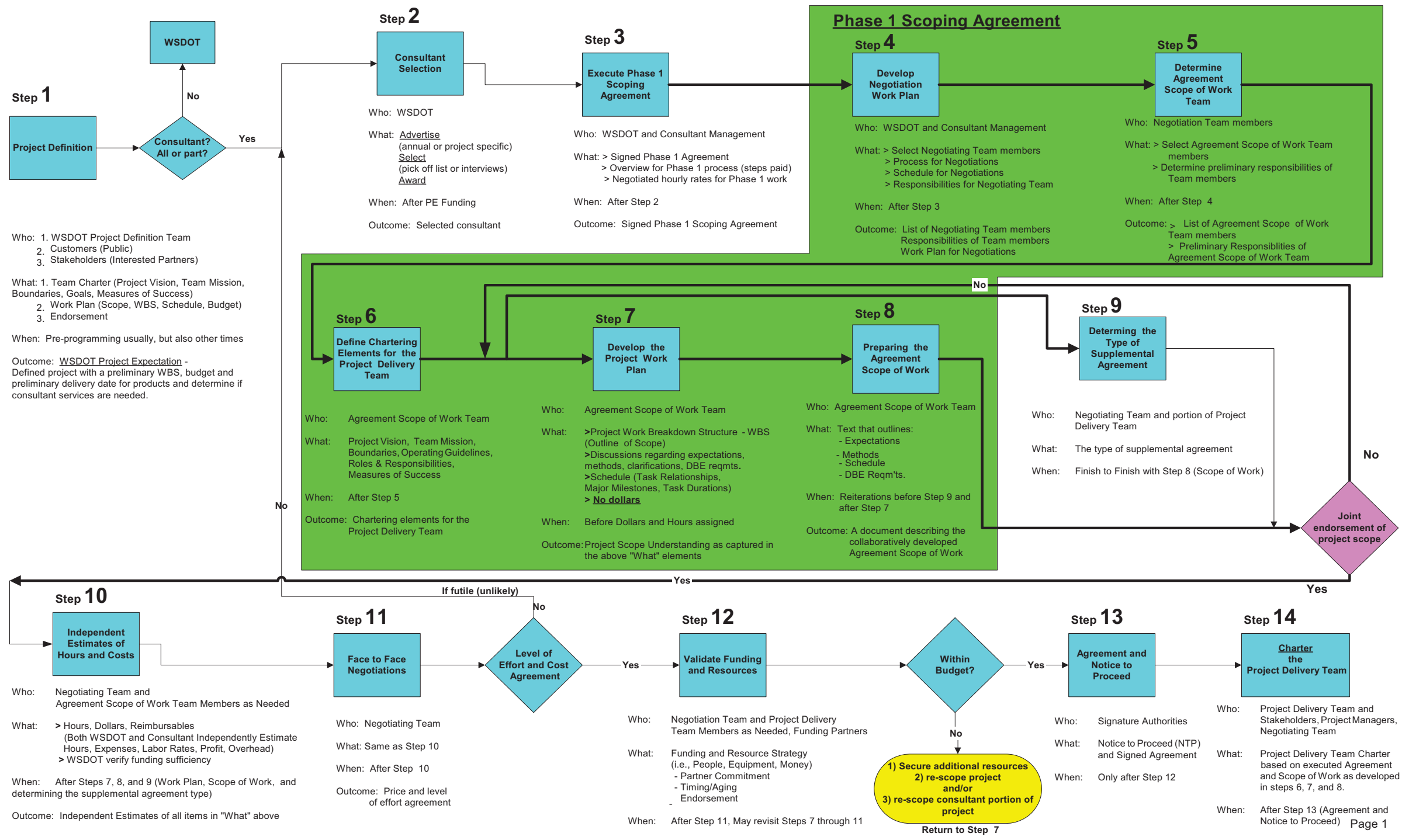
**D. WORK PROCESS**

1. The **Grantee** and **Consultant** negotiate terms of payment as Cost Plus Fixed Fee, Hourly Rate, or Lump Sum Agreement.
2. *Cost Plus Fixed Fee Agreements* are used when extent of work and the labor and other expenses required for project completion cannot be fully and accurately estimated for each separate work element. **CRC** will pay all expenses plus a negotiated fixed fee which represents the **Consultant's** profit.
3. *Negotiated Hourly Rate Agreements* use an applicable overhead rate for wage rates and in-house reimbursable costs. The overhead rate represents the **Consultant's** profit.
4. *Lump Sum Agreements* are used when the scope of work can be clearly defined. If required, the Project Manager will prepare an estimate detailing hours required for each type of work as well as the hourly rate. If the Consultant performs the work more efficiently and economically, they are paid the full agreement amount; if they exceed the estimate, the compensation does not change. Payment is made according to percentage of work complete.

**E. ATTACHMENTS**

- 2-3.02-A [Negotiations Flow Chart](#)
- 2-3.02-B [Record of Negotiation](#)

## Negotiations Flow Chart - Deliverable: A Signed Agreement





March 29, 2010

TO: Director, Consultant Programs Division  
MS-47323

FROM: MS  
PH

SUBJECT: Record of Negotiations  
Project Y-  
Project Title-

*Negotiation Participants:*

*Agency Staff and Titles*

*Consultant Staff and Titles*

*Summary of Negotiations Process- Notes from Meetings/Conference Calls, Correspondence, and Other Actions (Include names, dates, etc; Attach any related correspondence)*

*1. Project description and purpose of negotiations*

*2. Project Estimate of Costs WSDOT/Consultant (not profit/fee amount) Y  N*

- WSDOT Estimate Range \$            to \$            (Internal or independent estimate must be completed prior to receiving of Consultant Estimate)*
- Consultant's initial estimate \$*

*3. Negotiated Profit/Fee            % (Attach Consultant Fee Calculation Worksheet)*

*4. Source of funding*

*5. Agreement method:  CPFF     TONHR     NHR     LS  
 Other*

- Reasons for compensation method selected*

*6. Confirmed billing rates and classifications match rates and classifications in Consultant's Rate table/ Rate letter Y  N*

*7. Agreed-to estimate includes appropriate staff classifications for the tasks Y  N*

8. *Agreed-to estimate includes appropriate hours for classifications for the tasks* Y  N
9. *Proposed DBE participation(list estimated tasks and estimated percentage)(if applicable):*
10. *Estimate includes WSDOT/ Consultant travel and other direct non-labor cost* Y  N
11. *Estimate includes mark-up on subconsultants* Y  N   
• *If not, explain:*
12. *Copy of approved Work Breakdown Structure(WBS)* Y  N

---

Project Manager

Date

Attachments

cc:

|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-3.03 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | SCHEDULE OF VALUES            |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To delineate how the proposed contract or agreement will be distributed into the major work components.

**B. DEFINITIONS**

The Schedule of Values provides a breakdown of the bid items into list of scheduled work elements for project cost tracking, payments, and use in change order price adjustments.

**C. REFERENCES**

1. WSDOT Design-Build Revisions to the Standard Specifications.
2. WSDOT Agreements Manual, M 22-99, November 2009.
3. WSDOT Consultant Programs Division Procedure Manual, 2007.

**D. WORK PROCESS**

1. The **Consultant / Contractor** will provide a breakdown of values for the contracted work aggregating the contract price, and will be the basis for partial payments. The breakdown will demonstrate reasonable, identifiable, and measureable components of work.
2. The **Grantee** will make partial payment on the contract monthly as work progresses. Payment will be based upon estimates of work completed and the Schedule of Values or actual work performed. All payments shall be approved by the **Project or Designated Task Manager**.

**E. ATTACHMENTS**

None

|        |                                     |  |                         |               |
|--------|-------------------------------------|--|-------------------------|---------------|
| 2-3.04 | CRC PROJECT PROCEDURES MANUAL       |  | REVISION DATE: 03/31/10 |               |
|        | CONSTRUCTION CONTRACT CHANGE ORDERS |  | APPROVAL                |               |
|        |                                     |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To provide guidelines and responsibilities for control and processing of changes to construction contracts in a proper and systematic manner to ensure review and approval by the **Grantee** for changes to the work (as defined by the contract) initiated by the **Contractor** or the **Grantee**.

**B. DEFINITIONS**

Contract Change Orders are changes to the contract and are legal documents. Once a change order is executed, it becomes part of the contract, and cannot be un-executed. The only way to make further modification to a contract is to process another change order.

The **Grantee** change order process is designed to comply with the requirements of Washington Federal-Aid Stewardship Agreement. This agreement between the **Grantee** and FHWA, implements a process of program and project oversight and accountability, and lays out the respective roles of the **Grantee** and FHWA in providing stewardship for Federal-Aid Highway projects. Monitoring the change order process is part of the Stewardship Agreement.

Change orders may be initiated by the **Grantee**, the **Contractor** or both parties.

**C. REFERENCES**

A Guide to the WSDOT Construction Change Order Process, July 2008.

**D. WORK PROCESS**

1. *Justify the Change:* The **Engineer** must establish that the issue under discussion is truly a change to the contract, not covered by any other item of contract work, or not made incidental to other contract items by Standard Specifications, addenda, special provision, or amendments, etc.
2. *Change Order Checklist:* The **Engineer** must complete the change order checklist to determine who must give approval for the change, as well as who is executing authority for the change.
3. *Description of the Change:* The change order description is put together by the **Grantee** and needs to be clear enough that the **Contractor** will understand exactly what work must be performed, what materials will be required, and what construction requirements must be met in order to complete the change work.
4. *Prepare a Plan:* The **Grantee** may be required to provide an illustrative plan for supplemental details, which will clearly explain, illustrate, or delineate the work.
5. *Define Pay Items:* The **Grantee** can determine how the work under the contract has been affected and if any new pay items must be created.
6. *Estimate Cost:* The **Project Engineer** will estimate the quantities for each of the items, modified or deleted contract items and new items, the unit price for each, and compute the total cost of the change. The **Engineer's** independent estimate should be done prior to any negotiation with the **Contractor**.
7. *Change Order Tracking and Back-up Documentation:* The **Grantee** will track and report on change orders. In order to report accurately, this information must

be current and accurate.

A change order log will be used to track the status of change orders. Change orders will be tracked prior to execution in order to insure that the change order is processed expeditiously and that the change order is executed or, if warranted, approval to begin the work prior to execution of the change order is obtained from the executing authority, prior to any change order work being performed.

The **Project Engineer** maintains the change order backup information in the file with the change order. It should also include documentation of all approvals obtained.

## E. ATTACHMENTS

2-3.04-A [Change Orders Checklist](#)

|        |                               |  |                        |               |
|--------|-------------------------------|--|------------------------|---------------|
| 2-3.05 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |               |
|        | SCOPE CHANGE REQUEST (SCR)    |  | APPROVAL               |               |
|        |                               |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To manage and control the scope approved for the **Grantee**.

**B. DEFINITION**

A *Project Change Request Form (PCRF)* is a form used to document and approve revisions to project scope, schedule, or budget from a previously approved project definition.

**C. REFERENCES**

1. Project Control and Reporting Manual, Appendix C.

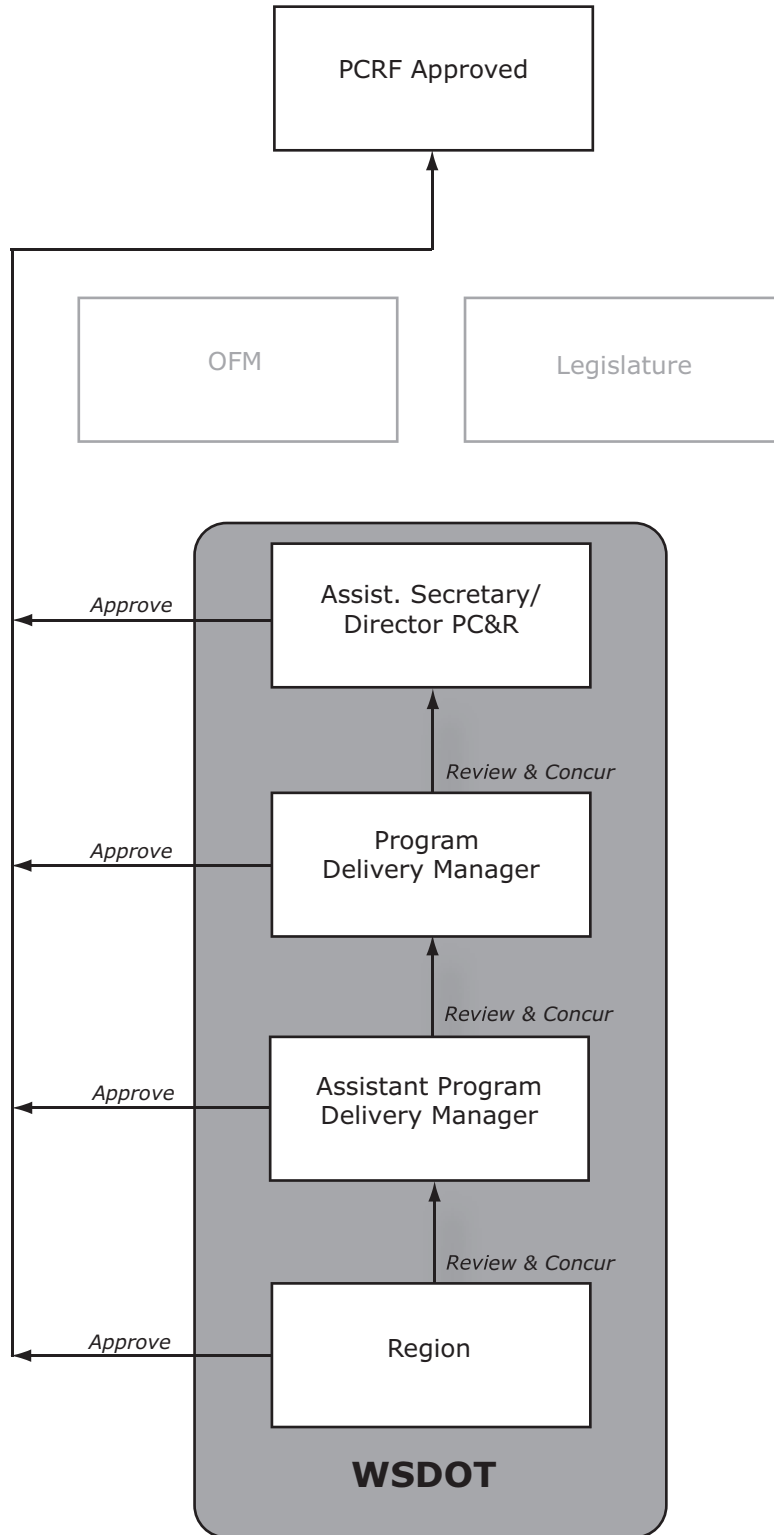
**D. WORK PROCESS**

1. The **Grantee** creates a PCRF, including the reason for the change and any associated impact, and changes to the project’s cost and schedule due to scope change.
2. PCRF is submitted to **Assistant Program Delivery Manager** for review and concurrence.
3. PCRF is submitted to **Program Delivery Manager** for review and concurrence.
4. PCRF is submitted to **Assistant Secretary/Director** of PC&R for review and concurrence. If no **Legislature** approval is required, then PCRF is approved.
5. If **Legislature** approval is required, then PCRF is sent to legislature for approval. If **Legislature** is not in session, then PCRF is sent to the **Office of Financial Management** for approval.

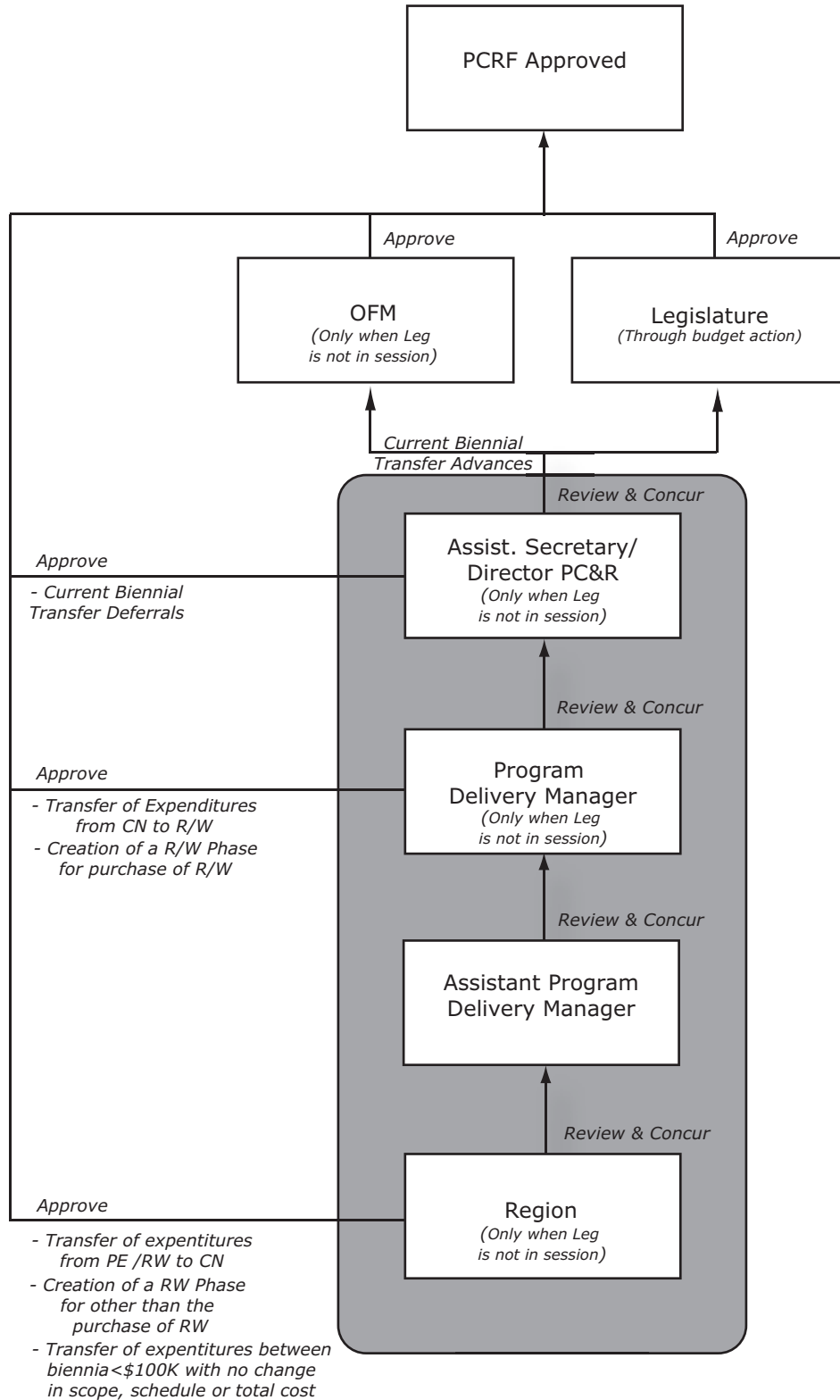
**E. ATTACHMENTS**

- 2-3.05-A [PCRF Work Flow Diagram](#)
- 2-3.05-B [Project Change Request Form](#)





**PCRf Approval Flow for PEF Projects**  
*Figure C-1*



**PCRf Approval Flow for Nickel and TPA Projects Projects**  
**Figure C-2**

**WSDOT  
Project Change Request Form**

**Project Number:** \_\_\_\_\_ **Subprogram:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**State Route:** \_\_\_\_\_ **Region/Office Submitting:** \_\_\_\_\_

**City/County:** \_\_\_\_\_ **Management Region:** \_\_\_\_\_

**Legislative District:** \_\_\_\_\_

**Legislative Members:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_ **603 Funding Request:** Y/N

**Source of Funds:**

|                          |     |                                  |
|--------------------------|-----|----------------------------------|
| <input type="checkbox"/> | Y/N | Transportation Partnership Funds |
| <input type="checkbox"/> |     | 2003 Nickel Funds                |
| <input type="checkbox"/> |     | Pre-Existing Funds               |
| <input type="checkbox"/> |     | Federal Funds                    |
| <input type="checkbox"/> |     | Other                            |

**Project Description:**

**Vicinity Map:**

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**Project Change Request Form (page 1 of 6)**  
**Figure C-4**

## WSDOT Project Change Request Form

---

**PIN:**                      **Title:**

**Project budget from current LEAP list (\$ in thousands):**

| Show all fund sources | Prior | 05-07 | 07-09 | 09-11 | 11-13 | 13-15 | Future | Total |
|-----------------------|-------|-------|-------|-------|-------|-------|--------|-------|
| PEF-State             | -     | -     | -     | -     | -     | -     | -      | -     |
| PEF-Federal           | -     | -     | -     | -     | -     | -     | -      | -     |
| PEF-Local             | -     | -     | -     | -     | -     | -     | -      | -     |
| Nickel                | -     | -     | -     | -     | -     | -     | -      | -     |
| TPA                   | -     | -     | -     | -     | -     | -     | -      | -     |
| <b>Total</b>          | -     | -     | -     | -     | -     | -     | -      | -     |

**Nickel Funding (\$ in thousands):**

| Phase                     | Cost                                 | Prior    | 05-07    | 07-09    | 09-11    | 11-13    | 13-15    | Future   | Total    | Variance |
|---------------------------|--------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Prel. Engineering.</b> | 06 LEGFIN                            | 0        | 0        |          |          |          |          |          | 0        |          |
|                           | Last Approved                        | 0        | 0        |          |          |          |          |          | 0        | 0        |
|                           | <b>Current Request</b>               | <b>0</b> | <b>0</b> |          |          |          |          |          | <b>0</b> | <b>0</b> |
| <b>Right of Way</b>       | 06 LEGFIN                            | 0        | 0        |          |          |          |          |          | 0        |          |
|                           | Last Approved                        | 0        | 0        |          |          |          |          |          | 0        |          |
|                           | <b>Current Request</b>               | <b>0</b> | <b>0</b> |          |          |          |          |          | <b>0</b> | <b>0</b> |
| <b>Construction</b>       | 06 LEGFIN                            | 0        | 0        |          |          |          |          |          | 0        |          |
|                           | Last Approved                        | 0        | 0        | 0        |          |          |          |          | 0        |          |
|                           | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> |          |          |          |          | <b>0</b> | <b>0</b> |
| <b>Total</b>              | 06 LEGFIN                            | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |          |
|                           | Last Approved                        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |          |
|                           | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>Total Variance</b>     | <b>Current Request vs. 06 LEGFIN</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |          |
| <b>For Approval</b>       | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |          |

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**Project Change Request Form (page 2 of 6)**  
*Figure C-4*

**WSDOT  
Project Change Request Form**

**TPA Funding (\$ in thousands):**

| Phase              | Cost                          | Prior | 05-07 | 07-09 | 09-11 | 11-13 | 13-15 | Future | Total | Variance |
|--------------------|-------------------------------|-------|-------|-------|-------|-------|-------|--------|-------|----------|
| Prel. Engineering. | 06 LEGFIN                     | 0     | 0     |       |       |       |       |        | 0     |          |
|                    | Last Approved                 | 0     | 0     |       |       |       |       |        | 0     | 0        |
|                    | Current Request               | 0     | 0     |       |       |       |       |        | 0     | 0        |
| Right of Way       | 06 LEGFIN                     | 0     | 0     |       |       |       |       |        | 0     |          |
|                    | Last Approved                 | 0     | 0     |       |       |       |       |        | 0     |          |
|                    | Current Request               | 0     | 0     |       |       |       |       |        | 0     | 0        |
| Construction       | 06 LEGFIN                     | 0     | 0     |       |       |       |       |        | 0     |          |
|                    | Last Approved                 | 0     | 0     | 0     |       |       |       |        | 0     |          |
|                    | Current Request               | 0     | 0     | 0     |       |       |       |        | 0     | 0        |
| Total              | 06 LEGFIN                     | 0     | 0     | 0     | 0     | 0     | 0     | 0      | 0     |          |
|                    | Last Approved                 | 0     | 0     | 0     | 0     | 0     | 0     | 0      | 0     |          |
|                    | Current Request               | 0     | 0     | 0     | 0     | 0     | 0     | 0      | 0     | 0        |
| Total Variance     | Current Request vs. 06 LEGFIN | 0     | 0     | 0     | 0     | 0     | 0     | 0      | 0     |          |
| For Approval       | Current Request               | 0     | 0     | 0     | 0     | 0     | 0     | 0      | 0     |          |

**Pre-Existing Funding (\$ in thousands):**

| Delete Project:                  |       |       |      |                 |           |
|----------------------------------|-------|-------|------|-----------------|-----------|
| Change Threshold Approval Level: | Major | Minor |      | Region Approval | No Change |
|                                  |       | PDM   | APDM |                 |           |
| Scope Revision                   |       |       |      |                 |           |
| Cost Revision                    |       |       |      |                 |           |
| Schedule Revision                |       |       |      |                 |           |

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**Project Change Request Form (page 3 of 6)  
Figure C-4**

**WSDOT  
Project Change Request Form**

| Phase                 | Cost                                 | Prior    | 05-07    | 07-09    | 09-11    | 11-13    | 13-15    | Future   | Total    | Variance |
|-----------------------|--------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Prel. Engineering.    | 06 LEGFIN                            |          |          |          |          |          |          |          | 0        |          |
|                       | Last Approved                        |          |          |          |          |          |          |          | 0        |          |
|                       | <b>Current Request</b>               |          |          |          |          |          |          |          | <b>0</b> | <b>0</b> |
| Right of Way          | 06 LEGFIN                            |          |          |          |          |          |          |          | 0        |          |
|                       | Last Approved                        |          |          |          |          |          |          |          | 0        |          |
|                       | <b>Current Request</b>               |          |          |          |          |          |          |          | <b>0</b> | <b>0</b> |
| Construction          | 06 LEGFIN                            | 0        | 0        | 0        |          |          |          |          | 0        |          |
|                       | Last Approved                        | 0        | 0        | 0        |          |          |          |          | 0        |          |
|                       | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> |          |          |          |          | <b>0</b> | <b>0</b> |
| Total                 | 06 LEGFIN                            | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |          |
|                       | Last Approved                        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |          |
|                       | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>Total Variance</b> | <b>Current Request vs. 06 LEGFIN</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |          |
| <b>For Approval</b>   | <b>Current Request</b>               | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |          |

1. Was this proposed change presented during a Quarterly Executive Review Meeting? Yes\_\_\_ No\_\_\_
  - a. If yes, which Quarterly Executive Review Meeting?
  - b. Summarize all approved changes or changes submitted awaiting approval since the last legislative budget (baseline):
  
2. The reasons for this change request.
 

Identify the milestone, deliverable, task, or issue that this request will be addressing. Explain why this request is critical in directly meeting the milestone, deliverable, task deadline.

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**Project Change Request Form (page 4 of 6)**  
*Figure C-4*

**WSDOT  
Project Change Request Form**

**3. Why the change request needs to be considered now.**

a. Can this request wait until the next biennial budget process? If not, identify immediate consequences to this project’s scope, schedule, or budget if the request is denied this quarter. Are there consequences to other projects? (Is this affecting a future phase, a corridor? Consider inflation, real estate prices, local politics, timing of environmental analyses on corridor or phased projects, litigation, etc.)

b. Explain the benefits to this project’s scope, schedule, budget if the request is approved this quarter. (Is this affecting a future phase, a corridor? Consider inflation, real estate prices, local politics, timing of environmental analyses on corridor or phased projects, litigation, etc.)

**4. Impact of the proposed change on the project’s schedule:**

| Project Milestones                           |                             |                                 |                             |                            |                    |                        |
|--|-----------------------------|---------------------------------|-----------------------------|----------------------------|--------------------|------------------------|
| Project Timeline                             | Project Definition Complete | Preliminary Engineering (Start) | Environmental (Prior to Ad) | Right of Way Certification | Project Advertised | Operationally Complete |
| 06 LEGFIN                                    |                             |                                 |                             |                            |                    |                        |
| Last Approved                                |                             |                                 |                             |                            |                    |                        |
| Current Request                              |                             |                                 |                             |                            |                    |                        |
| Net Change in Months (Proposed vs. Baseline) | 0                           | 0                               | 0                           | 0                          | 0                  | 0                      |

**5. Impact of the proposed change on the project’s scope.**

What is the current scope? What will the project’s revised scope be, if request is approved?

Will the request substantively change the project’s scope and require legislative approval? (If yes, proceed no further.)

**6. What action has been taken to mitigate the need for the change request?**

**7. Other comments (Proviso restrictions, legislative concerns, etc.):**

**8. WSDOT Proposal Concurrence:**

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**Project Change Request Form (page 5 of 6)  
Figure C-4**

**WSDOT  
Project Change Request Form**

|  | Name  | Date  |
|--|-------|-------|
| Region/Office Program Manager              | _____ | _____ |
| Region Administrator/Director              | _____ | _____ |
| Assistant Project Delivery Manager, PCRO   | _____ | _____ |
| <input type="checkbox"/> HQ ASDE           | _____ | _____ |
| <input type="checkbox"/> Priority Manager  | _____ | _____ |
| <input type="checkbox"/> Materials Lab     | _____ | _____ |
| <input type="checkbox"/> Other: _____      | _____ | _____ |
| Project Delivery Manager, PCRO             | _____ | _____ |
| Director Project Control and Reporting     | _____ | _____ |
| Asst Secretary, Engineering & Regional Ops | _____ | _____ |

**a. WSDOT Concurrence Comments:**

**9. OFM 603 Concurrence:**

|                              | Name  | Date  |
|------------------------------|-------|-------|
| Senior Budget Assistant, OFM | _____ | _____ |
| Director, OFM                | _____ | _____ |

**a. OFM Concurrence Comments:**

**Note: For Project Change Requests requiring OFM approval, Project Phase funding information is provided for information only. To meet project delivery needs, the Department may adjust phase funding at a future date without OFM approval as long the approved Project Change Request total does not change.**

**Project Change Request Form (page 6 of 6)**  
*Figure C-4*



|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-3.06 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | AGREEMENT AMENDMENTS          |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To provide guidelines and responsibilities for control and processing of changes to **Consultant** agreement in a proper and systematic manner to ensure review and approval by the **Grantee** for changes to the work (as defined by the agreement) initiated by the **Grantee, Consultant,** or both.

**B. DEFINITIONS**

*Agreement Amendments:* A written contract used to modify the contents of an existing personal services agreement. An amendment may be used to add new elements, make up for a deficiency, or extend or strengthen the agreement. Agreement amendments are written in the form of a nonstandard agreement.

**C. REFERENCES**

1. WSDOT Consultant Programs Division Procedures Manual, 2007.
2. WSDOT Agreements Manual, M 22-99.01, November 2009.

**D. WORK PROCESS**

1. *Justify the Change:* The **Engineer** must establish that the issue under discussion is a change to the agreement, not covered by any other item of contract work, or not made incidental to other items by other amendments.
2. *Prepare the Amendment:* If an agreement amendment is required, contact the Agreement Writer for preparation of the amendment.
3. *Agreement Transmittal Checklist:* The **Engineer** must complete the agreement transmittal checklist to be submitted with the amendment.
4. *Agreement Authorization:* The agreement may be amended by the mutual agreement of the parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the parties.

**E. ATTACHMENTS**

- 2-3.06-A      [Agreement Transmittal Checklist](#)

|        |                               |  |                        |         |
|--------|-------------------------------|--|------------------------|---------|
| 2-4.00 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/10/10 |         |
|        | DESIGN REVIEWS                |  | APPROVAL               |         |
|        |                               |  |                        | MANAGER |

## A. OBJECTIVE

The design review is done to provide reasonable assurance that projects are prepared in compliance with established policies and procedures and that adequate records exist to show compliance with jurisdictional standards, requirements and preferences. Jurisdictional agencies are either local, state or federal depending on the facility type design and its location.

## B. DEFINITIONS

*Design Deliverable Review* is the process for evaluation and commenting on either deliverables specifically noted in the scope or ad hoc deliverables requested for meetings or support information. Deliverables can be identified as Technical Studies/Reports, Research, Recommendations, Exhibits, etc.

*Design Documentation Review* is the process for evaluating and commenting on specific documentation necessary to support design efforts. There are differing levels of documentation each requiring a different level of review and approval. The following list denotes the different documentation types and their definitions.

- *Memorandums to File* is a document produced at the designer level. This document will denote assumptions and designer decisions/interpretation based on design standards and guidance. Memorandums to file are reviewed during PS&E Reviews (see below), to allow reviewers to understand design assumptions, decisions and standards used during the design development.
- *Design Decision Memorandums* is a document to denote major design decisions that follow standards but have ranging implications to design coordination or project cost. The Design Memorandum is typically used to document a design decision that involves multiple agencies or to denote a specific interpretation of design standards.
- *Design Deviations to AASHTO Standards (Highway Only)* is an approval document that denotes a State or Local standard cannot be met, but indicates a Federal standard is still maintained. This document is prepared to denote the issue, standards, alternatives considered, justification for the selected alternative and mitigation proposed. This document follows the review process and is approved by the state or local agency that accepts the Federal standard proposed.
- *Design Deviations, Exceptions or Variances* are an approval documents that indicate local, state and federal standards can be met for a given design issue. The document is prepared to denote the issue, standards, alternatives considered, justification for the selected alternative and mitigation proposed. This document requires a full review process and is approved by all agencies involved.

### *Bridge Design Reviews:*

- *Preliminary Plan Reviews (WSDOT Only)* is a process for evaluating and commenting on bridge type and initial bridge design. The intent is to assure the correct bridge type is selected and allowed by the jurisdictional agency that will operate and maintain the structure.

- *TS&L Reviews* is a process for evaluating and commenting on bridge type and initial bridge design.
- *90% Bridge Design Review* is a detailed review of the bridge design. Jurisdictional agencies will review and/or reproduce all calculations used to design the bridge structure. Additionally all plans, specifications and estimates will be reviewed to ensure completeness as well as contracting needs and clarity.

*Design Approval (WSDOT Only), or Geometric Review* is a preliminary engineering approval that ensures the basic geometric design meets standards and that appropriate documentation is in place if standards cannot be met. This approval follows the full review process.

*Design Acceptance Package (ODOT Only)* is a preliminary engineering approval that ensures the project footprint and appropriate processes have occurred during the 30% design development. This approval follows the full review process.

*Project Development Approval (WSDOT Only), or Design Documentation Package (DDP) Review* is a review of the documentation package. This documentation review ensures projects have a majority of the completed documentation required by agencies. The Design Documentation Package is maintained by WSDOT for 75 years after construction is complete and is used to explain and justify the project design for future construction projects that may occur or legal issues that may challenge the design completeness. This document follows the full review process.

*PS&E Reviews* are a process to ensure that contract documents are complete, clear and constructible. The PS&E review technical design completeness as well as contracting needs and clarity. There are several iterations identified and defined below.

- *15% Design Review (Transit Only)* is the process for evaluating and commenting on preliminary design contract plans, specifications and estimate documents
- *25% Design Review (Transit Only)* is the process for evaluating and commenting on preliminary design contract plans, specifications and estimate documents
- *30% Design Review, or Schematic Design Review*, is the process for evaluation and commenting on the preliminary design contract plans, specifications and estimate documents.
- *60% Design Review, or Design Development Review*, is the process of evaluating and commenting on the intermediate design contract plan, specification and estimate documents. It is required on large or complex projects, but optional on smaller less complex projects.
- *100% Design Review, or Construction Document Review*, is the process of evaluating and commenting on the completed design that represents the construction documents.

## C. REFERENCES

1. WSDOT Design Manual, Chapter 300, December 2009.
2. WSDOT Bridge Design Manual, Chapter 1.3, May 2008.
3. WSDOT Geotechnical Design Manual, Chapter 1, January 2010.
4. ODOT Highway Design Manual, Chapter 13
5. ODOT Bridge Design and Drafting Manual, 2004

6. CRC Preliminary Engineering Phase QA Manual, October 2009.
7. TriMet Design Criteria Manual, June 2005.

#### **D. WORK PROCESS**

1. Review item produced and transmitted for internal design review consistent with the QC Plan in place design team.
2. QC review comments are addressed and documented. Revised review item is transmitted for the Grantee's internal review by interdisciplinary teams and management teams, if necessary.
3. Internal review comments are addressed and documented. Revised review item is transmitted for jurisdictional agency review.
4. Jurisdictional agency review comments are addressed and documented. If the review of a project shows a serious discrepancy, the jurisdictional design authority is asked to report the steps that will be needed to correct the deficiency. Review item is transmitted for Federal Review, if necessary or required for the item.
5. Federal review comments are addressed and documented. Depending on the severity of comments or changes made to the review item, steps 1 through 4 may be repeated. Additional review iterations may also be requested from reviewers as well.
6. Some review items may require approval or concurrence signatures. Once review iterations are completed, project signing authorities will sign the completed review item and transmit to the jurisdictional agency signing authority and federal signing authority, as necessary.
7. Review item is considered complete and sent to the Document Control section for filing.

|        |                               |  |                        |          |         |
|--------|-------------------------------|--|------------------------|----------|---------|
| 2-4.01 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |          |         |
|        | DELIVERABLES REGISTER         |  |                        | APPROVAL |         |
|        |                               |  |                        |          | MANAGER |

**A. OBJECTIVE**

To develop a complete listing of deliverable items required for use in managing the project.

**B. DEFINITION**

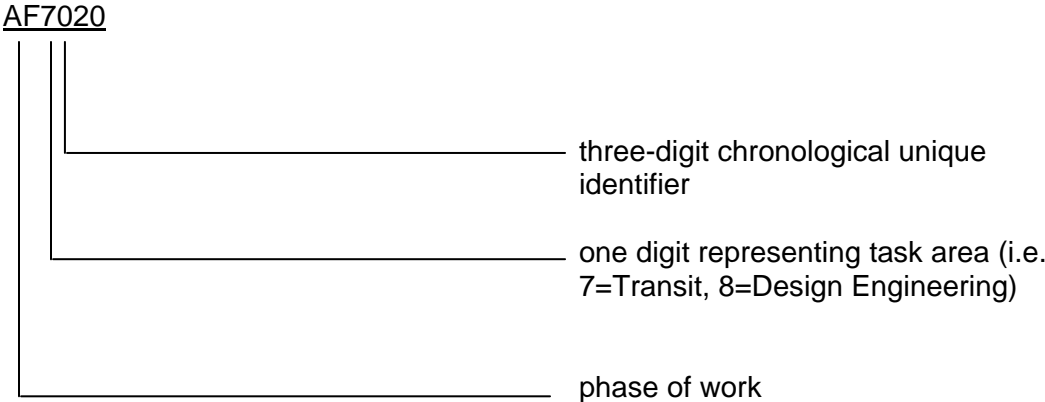
The *Deliverables Register*, tracked in ProLog, is a listing of all required submittals for items specified in the contract documents, with processing information, for use in managing the work. The Deliverables Register was developed in the EIS phase to help proactively track required items.

**C. REFERENCES**

1. ProLog Manual

**D. WORK PROCESS**

1. During the agreement preparation process, the **Project Manager** ensures that the deliverable requirements are included as part of the Scope.
2. The Document Control Specialist assigns each deliverable a number according to the following numbering system:



3. The Document Control Specialist lists this number in the Scope of Work, next to the deliverable.
4. The Document Control Specialist creates an entry in the Deliverable Register in ProLog for each deliverable.
5. Deliverable numbers are included in the Project Schedule as appropriate.

6. The Document Control Specialist provides Deliverables Status Reports:
  - Monthly for the Project Files,
  - Monthly, by task area, for Deliverables Status Meetings, and
  - by request.
7. All deliverables are tracked in ProLog by Document Control when sent for review or transmitted outside the CRC office (see ProLog Manual). Task Managers, under the direction of their DOT manager, have the responsibility of ensuring that within their task area, deliverables are sent to Document Control when sent for review or transmitted outside the CRC office.
8. Whenever a deliverable is sent for review or submitted as final, the updated version is stored in the Project Files, and any previous versions are moved to a drafts folder.
9. The Document Control Specialist updates the status of each deliverable based on what is sent to [document.control@columbiarivercrossing.org](mailto:document.control@columbiarivercrossing.org). Once the consultant has submitted the final version to their DOT manager, the DCS updates the status as “pending approval” until written or verbal approval is given to the DCS by the respective DOT manager. Under no circumstances is any deliverable marked “approved” without direction from the appropriate DOT manager.

## E. ATTACHMENTS

2-4.01-A [Example Deliverables Report](#)



# AF - Deliverable Status Report - Task 07 Transit Engineering

Split by two deliverable types: Reports and Ongoing

This status report of deliverables is broken into two sections: The first lists deliverables such as reports, white papers and technical memorandums. The next section provides a detail of meeting material deliverables and ongoing status reports or any other form of document control file update. These are generally due monthly.

| Description  | Schedule Completion  | Status                                  |
|--|--|---|
| <b>Section 1: Reports, White Papers, Plans and Profiles and Technical Memorandum</b> |  |   |
| <b>7.0 Transit Engineering</b>   |  |   |
| AF7002-Task 07-0   | Quality Control Plan Comments from Bill Meyer                                    | 1/31/2009 Pending Approval              |
| AF7006-Task 07-0   | Advanced Conceptual Design Documentation Report                                  | 8/31/2009                               |
| AF7007-Task 07-0   | Advanced Conceptual Capital cost Report  | 8/31/2009                               |
| AF7008-Task 07-0   | New Starts Definition of Alternatives Report                                     | 6/17/2009 Closed                        |
| AF7009-Task 07-0   | Update FTA New Starts application for FY 2011 -Early                             | 6/25/2009 Closed                        |
| AF7009-Task 07-0   | Update FTA New Starts application for FY 2011 -Later                             | 7/30/2009 Closed                        |
| AF7010-Task 07-0   | Written responses to questions/issues raised by FTA's Risk Assessment Consultant | 5/8/2009 Pending Approval               |
| AF7011-Task 07-0   | Model Run - FEIS Toll Sensitivity - Initial - Modeling package                   | Pending DOT approval to close           |
| AF7012-Task 07-0   | Updated Build - Transit FEIS Output Package                                      | 5/12/2009                               |
| AF7013-Task 07-0   | Updated Build - Final Summit Outputs   | 4/21/2009 Pending DOT approval to close |
| AF7014-Task 07-0   | SUMMIT/Benefits Analysis Tech Report   | 6/17/2009 Closed                        |
| AF7015-Task 07-0   | 15% Transit PE design package (7.6)  | 1/14/2010                               |
| AF7016-Task 07-0   | 25% Transit PE design package (7.7)  | 8/27/2010                               |
| AF7017-Task 07-0   | 30% Transit PE design package (7.8)  | 10/25/2010                              |
| AF7018-Task 07-0   | Plan Drawings (7.9) -see AF7016  | Pending DOT approval to close           |
| AF7019-Task 07-0   | CPTED program summary of PE findings and recommendations                         | 6/15/2010                               |
| AF7020-Task 07-0   | FLS program summary of PE findings and recommendations                           | 12/28/2009                              |
| AF7021-Task 07-0   | Transit Design Criteria Document   | 5/15/2009 Approved                      |
| AF7022-Task 07-0   | Summary of Contract Packaging assumptions  | 5/26/2010                               |

**AF - Deliverable Status Report - Task 07 Transit Engineering**

Split by two deliverable types: Reports and Ongoing

| <b>Description</b> |   | <b>Schedule Completion</b> | <b>Status</b>                 |
|--------------------|---|----------------------------|-------------------------------|
| AF7023-Task 07-0   | Conceptual construction schedule and sequencing               | 7/28/2009                  |                               |
| AF7024-Task 07-0   | Preliminary Permits Matrix                                    | 7/27/2010                  |                               |
| AF7025-Task 07-0   | Summary of base program requirements for sustainability       | 4/27/2010                  |                               |
| AF7026-Task 07-0   | Table of contents for technical specifications                | 8/27/2010                  |                               |
| AF7027-Task 07-0   | Noise & Vibration Video Log, CD, & Report                     | 2/10/2010                  |                               |
| AF7028-Task 07-0   | Revised Transit Methods and Data Report (see AF7029)          |                            | Pending DOT approval to close |
| AF7029-Task 07-0   | Revised Transit technical report                              | 8/31/2009                  | In Progress                   |
| AF7030-Task 07-0   | Transit information for FEIS (as needed)                      |                            | Pending DOT approval to close |
| AF7031-Task 07-0   | FEIS mitigation strategy memorandum                           | 8/21/2009                  |                               |
| AF7032-Task 07-0   | Develop Implementation Scope for Station Area Recommendations | 8/26/2009                  |                               |
| AF7034-Task 07-0   | List of potential resources for stakeholders                  | 9/2/2009                   |                               |
| AF7035-Task 07-0   | Downtown Options Pros and Cons Memo                           |                            | In Progress                   |
| AF7036-Task 07-1   | Hayden Island- Drop Offset alignment                          |                            | Approved                      |
| AF7037-Task 07-0   | Best Practices for Light Rail Design                          |                            | Approved                      |
| AF7037-Task 07-1   | Light Rail Alignment Maps (See VWG Meeting Matls)             |                            | Closed                        |
| AF7038-Task 07-0   | Best Practices for Light Rail Design (See VWG Meeting Matls)  |                            | Closed                        |
| AF7039-Task 07-0   | Written Responses to FTA New Starts Submittal Comments        |                            |                               |
| AF7040-Task 07-0   | Before & After Study of Methods & Results                     | 6/22/2009                  | Closed                        |
| AF7041-Task 07-0   | Identification of Responsible Contractors Report              | 6/22/2009                  | Closed                        |
| AF7042-Task 07-0   | New Starts Capital Cost Estimate Report                       | 6/17/2009                  | Closed                        |
| AF7043-Task 07-0   | Operating and Maintenance Cost Estimate Report                | 6/15/2009                  | Closed                        |
| AF7044-Task 07-0   | Travel Demand Forecasting Analysis & Results Tech Memo        | 7/30/2009                  | Closed                        |
| AF7045-Task 07-0   | Making the Case document                                      | 7/30/2009                  | Closed                        |
| AF7046-Task 07-0   | Lessons Learned from Travel Demand Forecasting Memo           | 6/22/2009                  | Closed                        |
| AF7047-Task 07-0   | Final Updated 2005 Model Run - Modeling Package               | 9/19/2008                  | Pending Approval              |
| AF7048-Task 07-0   | Updated Final No-Build Model Run - Modeling Package           | 1/29/2009                  | Pending Approval              |
| AF7049-Task 07-0   | Updated Initial Baseline Model Run - Modeling Package         | 2/24/2009                  | Pending Approval              |
| AF7050-Task 07-0   | Updated Equilibrated Baseline Model Run - Modeling Package    | 3/2/2009                   | Pending Approval              |
| AF7051-Task 07-0   | Updated Initial Summit Build Model Run - Modeling Package     | 3/5/2009                   | Pending Approval              |



**AF - Deliverable Status Report - Task 07 Transit Engineering**

Split by two deliverable types: Reports and Ongoing

| Description      |  | Schedule Completion | Status                        |
|------------------|--|---------------------|-------------------------------|
| AF7052-Task 07-0 | Updated Final Summit Build Model Run - Modeling Package          | 4/7/2009            | Pending Approval              |
| AF7053-Task 07-0 | Updated Build - FEIS Toll Sensitivity - Final - Modeling Package | 4/28/2009           | Pending DOT approval to close |
| AF7054-Task 07-0 | Opening Year No-Build Modeling Run - Final - Modeling Package    | 5/18/2009           | Pending DOT approval to close |
| AF7055-Task 07-0 | Opening Year Build Modeling Run - Final - Modeling Package       | 6/8/2009            | Pending Approval              |
| AF7056-Task 07-0 | Final Definition of Alternatives Report - FEIS                   | 8/31/2009           |                               |
| AF7057-Task 07-0 | Updated Build Model Run - Toll - with LPA Distribution           | 4/21/2009           | Pending Approval              |
| AF7058-Task 07-0 | Functional Review and Analysis Report                            |                     | Pending DOT approval to close |
| AF7059-Task 07-0 | Initial NB/NB Model Run  | 1/23/2009           | Pending Approval              |
| AF7060-Task 07-0 | Preliminary Systems Engineering Report                           |                     |                               |
| AF7061-Task 07-0 | VWG East West LRT Minority Report                                |                     | Issued for QC Review          |
| AF7062-Task 07-0 | VWG North South LRT Minority Report                              |                     | Issued for QC Review          |
| AF7063-Task 07-0 | TriMet Bus Fleet Mgmt Plan - Update for PMOC                     |                     | Pending Approval              |

**Section 2: Monthly File Updates for Meeting Documentation and Ongoing Reports**

| 7.0 Transit Engineering     |                  |   |                      |
|-----------------------------|------------------|---|----------------------|
| <b>AF7001 - Task 07 - 0</b> |                  | <b>New Starts Working Group meeting agendas, and decision notes</b>   |                      |
| 1                           | AF7001-Task 07-0 | New Starts Working Group meeting agendas, and decision notes  |                      |
| <b>AF7003 - Task 07 - 0</b> |                  | <b>Transit Design Coordination Group meeting minutes, agendas, and decision notes</b>   |                      |
| 1                           | AF7003-Task 07-0 | Transit Design Coordination Group meeting minutes, agendas, and decision notes  |                      |
| 2                           | AF7003-Task 07-0 | HITG- May   | 5/22/09<br>Completed |
| <b>AF7004 - Task 07 - 0</b> |                  | <b>PMOC meeting minutes</b>   |                      |
| 1                           | AF7004-Task 07-0 | PMOC meeting minutes  |                      |
| <b>AF7005 - Task 07 - 0</b> |                  | <b>Outreach to Public and Agencies- monthly updates</b>   |                      |
| 1                           | AF7005-Task 07-0 | Outreach to Public and Agencies- monthly updates  |                      |
| <b>AF7033 - Task 07 - 0</b> |                  | <b>Outreach to property-owners, neighborhood associations, and other stakeholders to provide strategies for implementing recon</b>                      |                      |
| 1                           | AF7033-Task 07-0 | Outreach to property-owners, neighborhood associations, and other stakeholders to provide strategies for implementing recommendations - monthly updates |                      |

|        |                               |  |                        |               |
|--------|-------------------------------|--|------------------------|---------------|
| 2-4.02 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |               |
|        | CONSTRUCTION SUBMITTALS       |  | APPROVAL               |               |
|        |                               |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To develop a complete listing of deliverable items required for use in managing the construction of the project.

**B. DEFINITION**

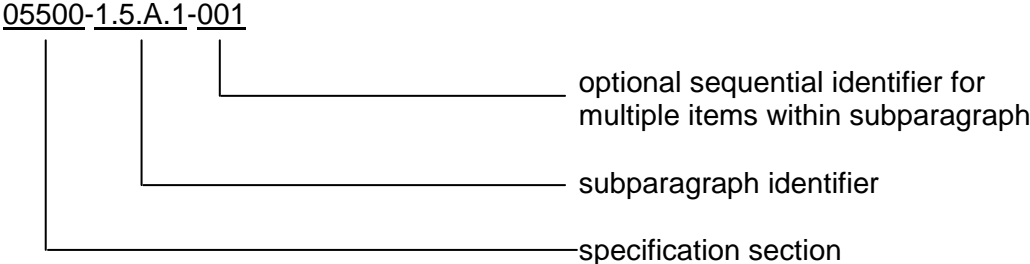
The *Deliverables-Construction Deliverables Register* is a listing of all required Deliverables for items specified in the contract documents, with processing information, for use in managing the work during the construction phase. The Deliverables-Construction Deliverables Register may be developed in the Design and Bid phase to help proactively track required items.

**C. REFERENCES**

1. WSDOT 2010 Standard Specifications.
2. ProLog Manual

**D. WORK PROCESS**

1. During the agreement preparation process, the **Project Manager** includes the Deliverables Register requirements as part of the Scope.
2. The **Project Engineer** prepares a list of standard Deliverables included in the Specification – General Requirements.
3. The **Project Engineer** transmits this list in a spreadsheet file along with the Specification – General Requirements to the **Contractor**
4. The **Project Manager** provides the **Contractor** with an explanation of the submittal numbering system:



5. The **Contractor** prepares a list of Deliverables required by the technical specifications and inputs them into the spreadsheet provided by the **Project Engineer** in the following columns:
  - a. specification section
  - b. description
  - c. submittal type
  - d. review type
  - e. register number

and submits with the 100% Design Submittal.

6. The Document Controls Specialist inputs this data into ProLog and provides a printed report of the information.
7. As part of the 100% Design Review, the **Project Manager** reviews the Deliverables Register and requests any changes or additions as necessary.
8. The **Document Control Specialist** updates the Deliverables Register in ProLog and prints a report to be included as part of the Final Design Submittal.
9. An updated Deliverables Register Report will be included in the bid documents for reference in tracking Deliverables during construction. (During construction, all status updates will be tracked in ProLog by the Document Control Specialist)
10. After the bid opening, the **Project Manager** reviews the Deliverables Register against the final bid documents to update any changes made by addenda. The Document Controls Specialist inputs changes into ProLog.
11. Upon contract award, the **Contractor** enters the required finish date for Deliverables Register items designated in the Specification – General Requirements. A Deliverables Register ProLog Report is attached to the Notice of Award letter.
12. The **Contractor** submits items from the Deliverables Register to the **Project Manager** per Procedure 2-6.20 *Submittals*.

#### **E. ATTACHMENTS**

2-4.02-A [Deliverables Register Spreadsheet](#)



|        |                                      |  |                        |               |
|--------|--------------------------------------|--|------------------------|---------------|
| 2-5.00 | CRC PROJECT PROCEDURES MANUAL        |  | REVISION DATE: 3/31/10 |               |
|        | SPECIFICATION - GENERAL REQUIREMENTS |  | APPROVAL               |               |
|        |                                      |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To provide provisions and requirements for the prescribed Work.

**B. DEFINITION**

A document that specifies, in a complete precise, verifiable manner, the requirements, design, behavior, or other characteristics of a system, component, product, result, or service and, often, the procedures for determining whether these provisions have been satisfied.

**C. REFERENCES**

- 1. WSDOT 2010 Standard Specifications.

**D. WORK PROCESS**

- 1. The Specifications shall be incorporated into the written agreement between the **Grantee** and the **Contractor**, except where the Contract indicates that a particular specification has been amended or replace with a special provision to resolve project-specific issues.

**E. ATTACHMENTS**

None

|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-5.01 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | LIQUIDATED DAMAGES            |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To establish the amount of damages specified in the construction contract documents for late completion of the work, or a portion of the work.

**B. DEFINITION**

*Liquidated Damages* are the contract provided amount(s), expressed in dollars per day that fairly estimate the **Contracting Agency's** cost for late completion of work, or specified portions of the work.

**C. REFERENCES**

1. WSDOT 2010 Standard Specification, 1-08.9.
2. WSDOT Construction Manual, January 2010, 1-2.5G.

**D. WORK PROCESS**

1. Because the **Contracting Agency** finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time.
  - Accordingly, the **Contractor** agrees:
    - a) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
    - b) To Authorize the **Engineer** to deduct these liquidated damages from any money due or coming due to the **Contractor**.

**LIQUIDATED DAMAGES FORMULA**

$$LD = \frac{0.15C}{T}$$

where: LD = liquidated damages per working day  
                     (rounded to the nearest dollar)  
                     C = original Contract amount  
                     T = original time for Physical Completion

2. When the Contract Work has progressed to the extent that the **Contracting Agency** has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remain to physically complete the total Contract, the **Engineer** may determine the Contract Work is substantially complete.
3. Liquidated Damages will not be assessed for any days for which an extension of time is granted no deduction or payment of liquidated damages will, in any degree, release the **Contractor** from further obligations and liabilities to complete the entire Contract.

|               |   |  |                        |               |
|---------------|---|--|------------------------|---------------|
| <b>2-5.02</b> | CRC PROJECT PROCEDURES MANUAL                                     |  | REVISION DATE: 3/31/10 |               |
|               | <b>CONSTRUCTION COST ESTIMATES &amp;<br/>PRELIMINARY SCHEDULE</b> |  | APPROVAL               |               |
|               |   |  | MANAGER                | APPROVAL DATE |

**A. OBJECTIVE**

To develop a quantitative assessment of the expected range of amounts, outcomes, and timelines for a range of probabilities.

**B. DEFINITION**

Construction Cost Estimate: An opinion of quantities cost and/or price of resources required by the scope of an asset investment option, activity, or project.

Preliminary Schedule:

**C. REFERENCES**

1. Cost Estimating Manual for WSDOT Projects, July 2009.
2. Estimating manual for ODOT, September 2009.

**D. WORK PROCESS**

1. Construction Cost Estimate:
  - a) Determine Estimate Basis: determine items for which quantities and costs will be explicitly estimated and those items that will be listed in the estimate but for which quantities will not be provided, and determine what design and construction elements will be included on the CEVP flowchart.
  - b) Prepare Base Estimate: calculate quantities and develop estimated costs for project components described under a).
  - c) Prepare Base Schedule: estimate durations for items to be included in the CEVP flowchart.
  - d) Review Base Estimate: ensure assumptions and basis are appropriate for project, the base cost estimate represents the project scope of work, the scope, schedule, and cost items are calculated properly, and the historical data, the cost based estimate data, or other data was used to reasonably reflect project scope and site conditions.
  - e) Conduct Independent Review and Obtain Management Endorsement: estimate should receive an independent review by Subject Matter Experts in a CEVP workshop and then be reconciled and revised as needed. Estimate to be review and approved by Management.
  - f) Determine Risks and Uncertainty: develop risk registers, including ranges of expected cost and schedule impacts, and estimate cumulative costs for risks and uncertainty for a range of probabilities using Monte-Carlo simulations.
  - g) Prepare Risk Management Plan: develop a risk management plan to minimize probability and consequence of negative risk events, and to maximize development of opportunities to reduce schedule and cost.
  - h) Determine Estimate Communication Approach: determine what estimate information should be communicated, who should receive this information, how the information should be communicated and when it should be communicated.

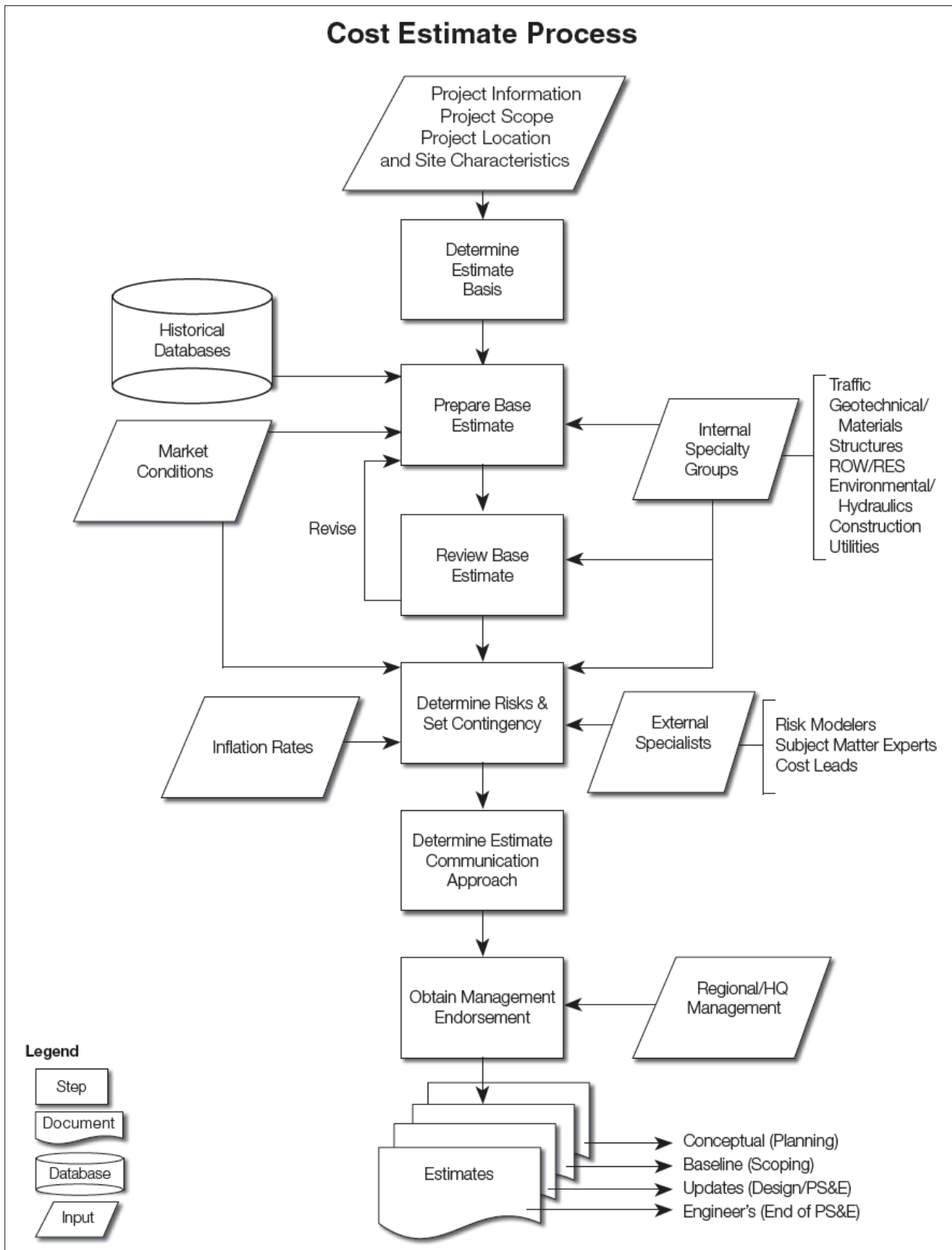
2. Preliminary Schedule:

- a) Provide Preliminary Schedule: develop a preliminary schedule for the project showing the work breakdown structure, phases, and major activities. The schedule shall show sequences and continuity of operation as well as the date of physical completion.
- b) Update the Schedule: the schedule shall be continuously updated to reflect any changes.

**E. ATTACHMENTS**

2-5.02-A [Cost Estimating Guidelines](#)





**Figure 1: Cost Estimating Process**

|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-5.03 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | CONTRACTOR'S SCHEDULE         |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To provide the Grantee with the order of and time required for various phases of work to be completed.

**B. DEFINITIONS**

Contractor's Schedule: the planned dates for performing schedule activities and the planned dates for meeting schedule milestones.

**C. REFERENCES**

1. WSDOT 2010 Standard Specification

**D. WORK PROCESS**

1. The **Contractor** shall submit progress schedules and schedule updates to the Engineer for Approval. Schedules shall show Work that complies with all time and order of Work requirements in the Contract. All schedules except Weekly Look Ahead Schedule shall provide the following information:
  - a) Include all activities necessary to physically complete the project.
  - b) Show the planned order of Work activities in a logical sequence.
  - c) Show duration of Work activities in working days.
  - d) Show activities in durations that are reasonable for the intended Work.
  - e) Define activity durations insufficient detail to evaluate the progress of individual activities on a daily basis.
  - f) Show the Physical Completion of all Work within the authorized Contract time.

**E. ATTACHMENTS**

None

|               |                               |  |                        |          |               |
|---------------|-------------------------------|--|------------------------|----------|---------------|
| <b>2-6.01</b> | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 3/31/10 |          |               |
|               | <b>UTILITY COORDINATION</b>   |  |                        | APPROVAL |               |
|               |                               |  |                        | MANAGER  | APPROVAL DATE |

**A. OBJECTIVE**

To establish administrative procedure for utility coordination, which promotes timely communication and cooperation between the Grantee and affected Utility Owners.

**B. DEFINITION**

A process and scheduling procedure to identify utility conflicts and develop timely, and if possible, mutually acceptable solutions.

**C. REFERENCES**

1. Project Utilities Coordination Guidelines, WSDOT NW Region, February 2005.

**D. WORK PROCESS**

1. When a Grantee project includes construction that affects utilities, communication between the Grantee and Utility Owners should continue from early project development through the completion of construction.
2. Utility Offices will make a reasonable effort to determine which Utility Owners have facilities located within the Grantee’s project and provide locations of their utilities.
3. At 30% design, a project overview meeting will be held with utility owners to provide them with plans to verify the location of their utilities and identify utilities needing to be relocated.
4. At 60% design, another project overview meeting will be held with utility owners to provide them with plans and discuss utilities needing to be relocated. Utility Owners shall submit Utility Relocation Plans to the Grantee for approval.
5. Utility Owners will be request at the pre-construction meeting and will be sent meeting minutes of all construction meetings that discuss utilities.

**E. ATTACHMENTS**

- 2-4.11-A [Utilities within Project Limits](#)

### Exhibit 3. Utilities with Infrastructure within the Primary API

| Utility Owner             | Type of Utility                 | Comments   |
|---------------------------|---------------------------------|--|
| AT&T                      | Communications                  | Local network services only.   |
| Chevron                   | Fuel pipeline                   | Serves Portland International Airport. It will not be affected by the project.   |
| Clark Public Utilities    | Power                           | Serves the area north of the Columbia River.   |
| Comcast                   | Communications                  |  |
| Integra Telecom           | Communications                  | Fiber-optic network formerly owned by Electric Lightwave.  |
| NW Natural                | Natural gas                     | Natural gas service provider for the area.   |
| ODOT                      | Communications                  |  |
| Pacific Power & Light     | Power                           | Generally serves the area east of I-5 and south of Oregon Slough.  |
| Portland, City of         | Water, sewer and communications |  |
| Portland General Electric | Power                           | Generally serves Hayden Island and the area west of I-5 and south of Oregon Slough.  |
| Qwest                     | Communications                  | General telephone service provider for the area.   |
| Sawtooth Technologies     | Communications                  | Owns a fiber-optic line between the BPA Ross Complex and Vancouver VA Medical Center.  |
| Time Warner Telecom       | Communications                  | Fiber-optic network.   |
| TriMet                    | Power & communications          | Data provided showed changes made to existing utilities when the Interstate MAX Project light rail line was extended to the Expo Center. |
| Vancouver, City of        | Water, sewer and communications |  |
| WSDOT                     | Communications                  |  |

|        |                               |  |                         |          |               |
|--------|-------------------------------|--|-------------------------|----------|---------------|
| 2-6.02 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |          |               |
|        | REQUEST FOR INFORMATION       |  |                         | APPROVAL |               |
|        |                               |  |                         | MANAGER  | APPROVAL DATE |

**A. OBJECTIVE**

To provide information requested by the **Contractor** from the **Grantee** that was issued to improve constructability, address differing field conditions, increase cost effectiveness, or address errors or ambiguities in the plans.

**B. DEFINITIONS**

A type of procurement document whereby the **Contractor** requests the **Grantee** to provide various pieces of information related to a product or service or **Grantee** capability.

**C. REFERENCES**

1. WSDOT Construction Manual, July 2009.

**D. WORK PROCESS**

1. The **Contractor** submits a RFI to the **Grantee**.
2. If the RFI can be answered by the **Project Engineer** then the response is sent to the Contractor.
3. If **Project Engineer** cannot answer RFI then it is sent to the **Consultant**.
4. The **Consultant** provides a response to the **Project Engineer** that is then sent to the **Contractor**.

**E. ATTACHMENTS**

- 2-6.02-A RFI Flow Chart

The following flow charts are intended to provide a guide to the Project Engineer for the bridge electrical/mechanical contracts.

### *Mechanical/Electrical Request-For-Information Process*

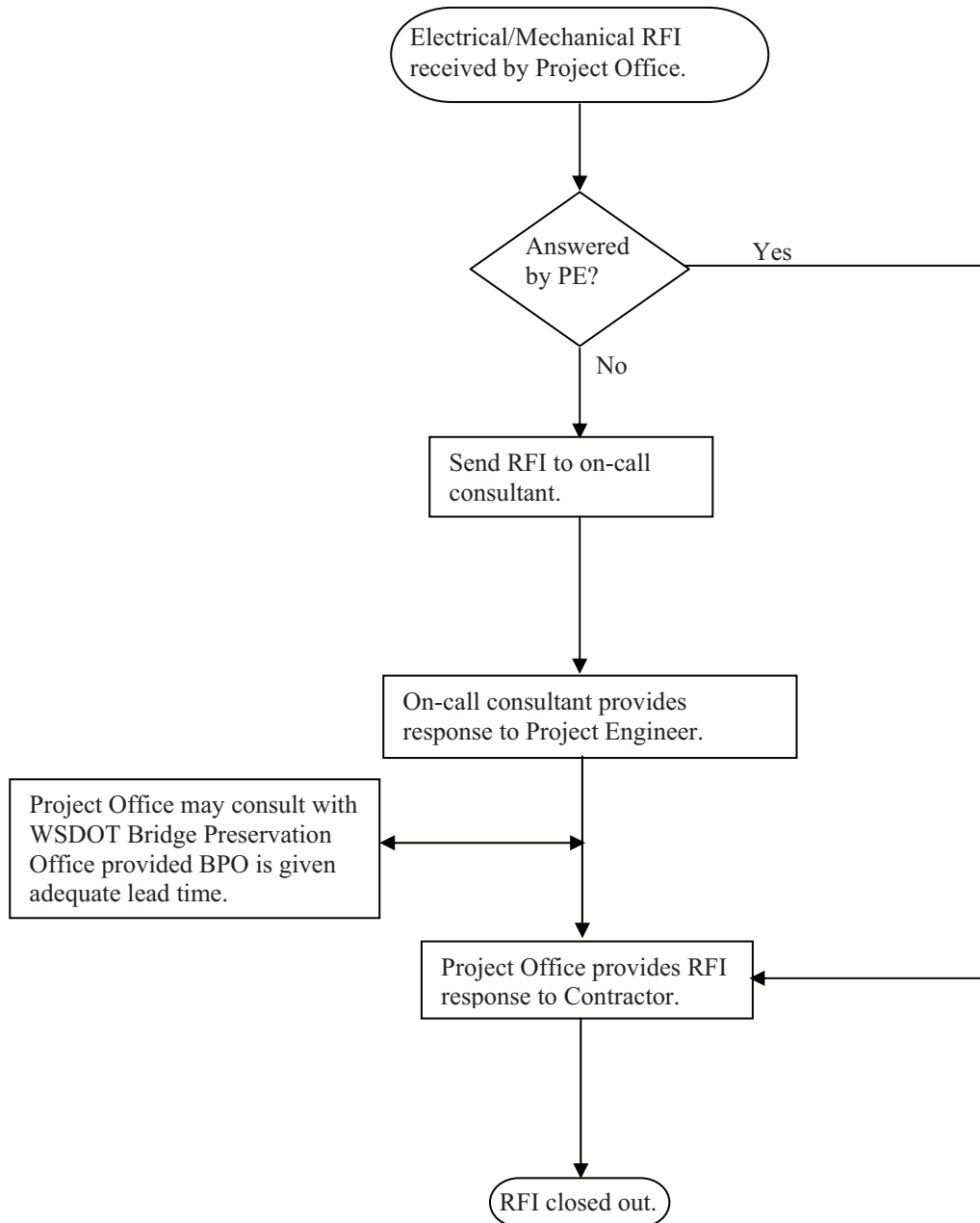


Figure 6-9

|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-6.03 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | CONTRACTOR PROGRESS PAYMENT   |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To provide monthly payment to the **Contractor** for portions of work completed.

**B. DEFINITIONS**

Partial payments on a **Contractor's** contract amount, periodically paid by the **Grantee** for work accomplished by the **Contractor** to date, determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs.

**C. REFERENCES**

1. WSDOT Construction Manual, M 41-01.08, January 2010.

**D. WORK PROCESS**

1. **Contractor** completes a portion of contract work.
2. The **Grantee** should remind **Contractor** that in order to receive progress payments all necessary documentation for approval of materials and required certifications must be received and accepted prior to their use.
3. If all documents received and accepted, **Grantee** makes progress payment to **Contractor**.

**E. ATTACHMENTS**

None

|        |                               |  |                         |               |
|--------|-------------------------------|--|-------------------------|---------------|
| 2-6.04 | CRC PROJECT PROCEDURES MANUAL |  | REVISION DATE: 03/31/10 |               |
|        | PUBLIC RECORDS REQUEST        |  | APPROVAL                |               |
|        |                               |  | MANAGER                 | APPROVAL DATE |

**A. OBJECTIVE**

To provide transparency in accordance with state law to requests for public records in a timely manner.

**B. DEFINITIONS**

*Public Records Requests* include any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

**C. REFERENCES**

1. Administrative Services Manual, M3012.02, June 2008.
2. Washington State Law RCW 42.56.

**D. WORK PROCESS**

1. A *Public Records Request* is received for records created by the **Grantee** during the course of business.
2. A letter of acknowledgement to the requester will be sent by the **Public Disclosure Coordinator (PDC)** within five business days of receiving the request. The letter states that the **Grantee** will respond to the request within 30 days if possible given the size and complexity of the request.
3. **The PDC** will locate, review for exemptions and make ready to send records to the requester. Adobe Acrobat and Prolog are used by **PDC** to track the requested records.
4. The requested records along with a closure letter closing out the pdr will be sent to the requestor.

**E. ATTACHMENTS**

None



**FORM N  
PROJECT SCHEDULE OF VALUES**

|                      | <b>Item Description</b>   | <b>Unit</b> | <b>% of Contract</b> | <b>Amount</b> |
|----------------------|---|-------------|----------------------|---------------|
| 1.                   | <b>Mobilization</b>   | LS          | %                    | \$            |
| 2.                   | <b>Maintenance Of Traffic</b>   | LS          | %                    | \$            |
| 3.                   | <b>Temp. Erosion &amp; Sedimentation Control</b>                                      | LS          | %                    | \$            |
| 4.                   | <b>Earthwork</b>  | LS          | %                    | \$            |
| 5.                   | <b>Pavement</b>   | LS          | %                    | \$            |
| 6.                   | <b>Drainage</b>   | LS          | %                    | \$            |
| 7.                   | <b>Structures</b>   | LS          | %                    | \$            |
| 8.                   | <b>Traffic Items (signing, signalization, lighting, ITS, pavement markings, etc.)</b> | LS          | %                    | \$            |
| 9.                   | <b>Retaining Walls</b>  | LS          | %                    | \$            |
| 10.                  | <b>Noise Walls</b>  | LS          | %                    | \$            |
| 11.                  | <b>Landscaping</b>  | LS          | %                    | \$            |
| 12.                  | <b>Environmental Mitigation (wetland and stream mitigation)</b>                       | LS          | %                    | \$            |
| 13.                  | <b>Utilities</b>  | LS          | %                    | \$            |
| 14.                  | <b>Construction Management (quality management, contract mgmt, etc.)</b>              | LS          | %                    | \$            |
| 15.                  | <b>Professional Services (engineering, public information, etc.)</b>                  | LS          | %                    | \$            |
| <b>PROJECT TOTAL</b> |   |             | %                    | \$            |

|  |                                  |
|--|----------------------------------|
| Transmittal Number<br>PT 09-110  | Date<br>November 2009            |
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| Originating Organization<br>HQ Design Office, Utilities, Railroad, and Agreements Section through Engineering Publications |                                  |

### ***What's Changed in the Agreements Manual?***

The *Agreements Manual* has undergone a complete rewrite/revision and is now online only. All changes were drafted in collaboration with key region and HQ staff, with ultimate review by the Attorney General's Office. Major areas of revision include overall manual organization, expanding the manual's definitions, a new section on agreement elements, more comprehensive information on WSDOT agreement processes, updated guidance to reflect changes in or to clarify policy, and a new chapter that provides reference information for agreement types not targeted in the manual.

Chapters 1–3 provide an overview about the WSDOT agreement process, and Chapters 4–10 provide guidance on developing and managing specific agreement types.

#### **Chapter 1 General Overview**

- Definitions
- Region-specific designators for agreement numbers
- Standard vs. nonstandard agreements
- MOUs/LOUs
- Identification of region offices that write agreements

#### **Chapter 2 Elements of an Agreement**

- Essential agreement elements
- Agreement structure
- General provisions required in most agreements

#### **Chapter 3 Agreement Process**

- Initiating agreements
- Writing agreements
- Managing agreements

#### **Chapter 4 GCA Agreements – Agreements With Government Agencies**

#### **Chapter 5 Maintenance Agreements**

#### **Chapter 6 Haul Road/Detour Agreements**

#### **Chapter 7 Turnback Agreements**

#### **Chapter 8 D Agreements – Region-Level Payable Agreements**

- Chapter 9 J Agreements – Reimbursable Agreements With Private Entities or Other Government Agencies**
- Chapter 10 N Agreements – Reimbursable Agreements With Washington State Agencies**
- Chapter 11 Other Agreement Prefixes:** This chapter provides reference information about types of agreements commonly entered into by WSDOT, including those not specifically targeted by the *Agreements Manual*.

***Need More Information?***

Contact the WSDOT HQ Utilities, Railroads, and Agreement Section:

 [www.wsdot.wa.gov/utilities/hq.htm](http://www.wsdot.wa.gov/utilities/hq.htm)

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**Washington State  
Department of Transportation**

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ADMINISTRATIVE MANUAL

# **Agreements Manual**

M 22-99.01

November 2009

**Environmental and Engineering Programs**

Design Office

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## ***Foreword***

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The *Agreements Manual* has been prepared to provide guidance on the principals, policies, and procedures used in developing and processing agreements negotiated by the Washington State Department of Transportation.

The previous edition of the *Agreements Manual*, which was issued in July 1999, is hereby superseded.

Updating the *Agreements Manual* is an ongoing process and revisions will be made yearly. Users should submit suggestions for additions or revisions to the Headquarters Utilities, Railroads, and Agreements Section:  [www.wsdot.wa.gov/utilities/hq.htm](http://www.wsdot.wa.gov/utilities/hq.htm)

/s/ Pasco Bakotich III

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**Pasco Bakotich III, P.E.**  
State Design Engineer



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## 1.01 Introduction

The Washington State Department of Transportation (WSDOT) routinely enters into many different types of agreements with public and private parties. The *Agreements Manual* provides general guidance on agreement elements, agreement structure, and agreement processes, as well as more specific guidance regarding government contracts, maintenance agreements, detour/haul road agreements, turnback agreements, and region-level agreements. [Chapter 11](#) guides users to other manuals and resources for more specific information on agreements not covered in this manual.

## 1.02 Definitions

**Advance Payment** Amount paid to WSDOT in advance for work to be performed under a reimbursable (receivable) agreement. (See the [Accounting Manual](#) for more information.)

**Agreement** For the purposes of this manual, an agreement is a written contract between WSDOT and another party or parties (public, private, or both), establishing an exchange of benefits and/or obligations.

**Agreement Amendment (Agreement Supplement)**<sup>1</sup> A written contract used to modify the contents of an existing agreement. An amendment may be used to add new elements, make up for a deficiency, or extend or strengthen the agreement. Agreement amendments are written in the form of a nonstandard agreement.

**Agreement Cancellation** Any discontinuance of the agreement process prior to execution.

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<sup>1</sup>The terms “amendment” and “supplement” are often used interchangeably; however, they have technical differences. Amendments are a change to the original agreement terms, and supplements are an addition to an agreement that does not change the original terms. These general differences should be noted when determining whether to title a document an amendment or a supplement.

**Agreement Closure** Process for closing the agreement in the Transportation Reporting and Accounting Information System (TRAINS), which is WSDOT's financial system. (See [Chapter 3](#) for further information.)

**Agreement Manager** The person normally responsible for setting up any needed work orders, monitoring the progress of work and costs, and closing the agreement.

**Agreement Originator (WSDOT)** The person who initiates an agreement and is responsible for negotiating the terms of the agreement, determining the agreement schedule, and ensuring the agreement is reviewed and executed within this schedule.

**Agreement Supplement** See [Agreement Amendment](#).

**Agreement Termination** Terms that specify how and when an executed agreement will expire and when the parties are no longer obligated under the agreement. This is usually triggered by an agreed-upon end date, completion of work, expenditure of certain funding limits, or at the discretion of one or both parties.

**Agreement Writer** The person responsible for developing the agreement language, coordinating required reviews, and providing to the parties a final agreement that is ready for execution.

**Certification** A formal release of the state's jurisdiction over a state highway designated to become part of a local agency road or street network to a county, city, or town. The certification process for abandoned state highways may be the result of legislative changes to route designations, or because a section of state highway has been replaced or relocated during construction, or a frontage road or other modification to a local road or street is relinquished to the local jurisdiction (commonly called a turnback).

**Conveyance** A legal document, such as a quitclaim deed, supporting a relinquishment or certification of real property, which WSDOT conveys to a local agency.

**Cost Estimate** The estimated cost of work to be performed based on the most current information available at the time the agreement is prepared.

**EBASE (Estimates and Bid Analysis System)** WSDOT's system for developing project Cost Estimates. For additional information, see:

[www.wsdot.wa.gov/Design/ProjectDev/EngineeringApplications/](http://www.wsdot.wa.gov/Design/ProjectDev/EngineeringApplications/)

**Force Majeure** Language that provides for assignment of liability in the event that agreement obligations cannot be performed due to causes that are outside the control of the parties and could not be avoided by the exercise of due care, such as "acts of God," which include adverse weather, earthquakes, fires, and floods, or such as acts of war and strikes.

**HQ** The WSDOT Headquarters in Olympia.

**Indirect Cost Rate** The overhead percentage rate applied to the total cost of work performed by WSDOT for another entity under a reimbursable agreement. (See the [Accounting Manual](#) for more information.)

**Local Agency** A county, city, or town within Washington State.

**Management Reserve Fund** Additional funds set aside in the agreement at the request of management.

**Master Agreement** An agreement that provides all the necessary general terms and conditions for a general type of work and an overall beginning and ending date. It will not contain specifics for individual elements of work (tasks). This information will be in each individually executed task order (see [Task Order](#)). Between the master agreement and the task order, the task's scope of work, beginning and ending dates, and estimate for the work must be completely defined.

**Memorandum of Understanding (MOU)** A written document executed between two or more parties that establishes each party's intent, objectives, and/or requirements regarding some future action. An MOU is also known as a Letter of Understanding (LOU). MOUs and LOUs differ from agreements in that they do not create a legally binding commitment.

**Non-Operating Property** Waste sites, pit sites, stockpile sites, maintenance sites, and other such lands required or used in support of the construction and/or operation of a highway.

**Nonstandard Agreement** Any agreement that is not a WSDOT standard form. Any revision to a standard form will constitute a nonstandard agreement.

**Operation of Law** A change or transfer that occurs automatically due to existing laws and not due to an agreement or court order. Example: WSDOT buys right of way for a project on a managed access state highway within a city. Once construction is complete, the city will automatically own the purchased right of way in accordance with [RCW 47.24.020\(15\)](#).

**Payable Agreement** WSDOT agrees to pay for goods and/or services provided by another entity.

**Payable Cost** The estimated or lump sum dollar amount WSDOT will pay under the terms of an agreement.

**Private Party Agreement** An agreement between WSDOT and a nonpublic entity or individual.

**Public Agencies** Any agency, political subdivision, or unit of local government of this state, including, but not limited to, municipal corporations, quasi-municipal corporations, special-purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state (see [RCW 39.34.020](#)).

**RCW (Revised Code of Washington)** The law of the state as enacted by the Washington State Legislature.

**Reciprocal Overhead Agreement** An agreement between a local governmental agency (city, town, or county) and WSDOT where each agree not to charge an indirect cost rate (see [Indirect Cost Rate](#)) when performing work or services for the other party.

**Reimbursable Agreement** An agreement under which WSDOT receives payment from another entity for goods and/or services provided by WSDOT.

**Reimbursable Cost** The total estimated or lump sum gross dollar amount a party will pay WSDOT under the terms of an agreement. This amount is entered on the Agreement Edit Information (AEI) form (DOT Form 130-005 EF).

**Relinquishment** The turnback to a county, city, or town of that portion of a facility constructed by WSDOT and designated by agreement to become the property of the local agency upon completion of construction (see [Certification](#)).

**Standard Form Agreement** A preapproved agreement format that contains a form number assigned by WSDOT forms management. Any revision to a standard form agreement will constitute a nonstandard agreement and will require further review (see [Nonstandard Agreement](#)).

**State-Generated Funds** Revenues that are collected and dispensed by the state, such as cash receipts and receivables derived from taxes and other sources.

**Statutory Authority** The specific law or rule, resolution, or ordinance that authorizes an entity to enter into an agreement to perform an action, take on an obligation, and/or make payment for services and/or products received.

**Task Order** An agreement that is not a stand-alone document, but is a preplanned addition to a master agreement, containing its own scope of work, beginning and ending dates of the work, and a specific dollar amount for the work to be completed. A task order cannot be used to make changes or additions to the terms of the master agreement. Task orders are executed and monitored individually (see [Master Agreement](#)).

**TRAINS** The Transportation Reporting and Accounting Information System, which is the official financial system of WSDOT.

**Uneconomic Remainder** Due to a WSDOT acquisition, the portion of real property, lying outside the right of way, left in such shape or condition as to be of little value to its owner. WSDOT may acquire an Uneconomic Remainder if its value does not exceed its potential severance claims or damages.

**WAC (Washington Administrative Code)** Rules and regulations that apply to individual state agencies that are developed by each agency according to the Administrative Procedures Act.

**Work Order Authorization (WOA)** An accounting system document used to authorize, set up, and revise a work order. (See the [Accounting Manual](#) for details.)

**Work Order** An account set up as the central collection point for recording all WSDOT payments or receivables associated with a particular project or activity. (See the [Accounting Manual](#) for details.)

**WSDOT** Washington State Department of Transportation.

## 1.03 Types of Agreements

### (1) Agreement Types and Definitions

The following prefixes denote types of agreements that will be discussed in detail in this manual. [Chapter 11](#) includes descriptions and further information on other types of agreements commonly entered into by WSDOT.

#### **D – Payable Agreement**

A Payable Agreement under \$100,000 executed at region level for the performance of maintenance work or the furnishing of equipment, materials, supplies, or operating services (see [Chapter 8](#)).

#### **GCA – Governmental Contract**

An agreement with another public agency. Purposes include, but are not limited to, participation in design studies, planning, development of plans, acquisition of right of way, and project construction (see [Chapter 4](#)).

#### **GM – General Maintenance**

An agreement between WSDOT and one or more parties (public and/or private) that assigns certain maintenance and/or operational obligations to all or one of the parties and apportions related costs between the parties (see [Chapter 5](#)).

#### **HR – Haul Road or Detour**

An agreement with a local agency for state use of a county road or city street to detour traffic or haul materials associated with a highway project. WSDOT may or may not have to pay the local agency for using these roads and streets (see [Chapter 6](#)).



**J – Reimbursable Agreement: Non-State Agency or Private Party**

A reimbursable agreement executed at region level for work performed by the region (state forces) at the expense of a non-Washington State agency or private party (see [Chapter 9](#)).

**N – Reimbursable Agreement: Another State Agency**

A reimbursable agreement executed at region level for work being performed by the region (state forces) at the expense of another Washington State agency (see [Chapter 10](#)).

**TB – Turnback**

An agreement to provide for the conveyance of WSDOT highway real property to a local agency after a project is complete and WSDOT control of the property is no longer required (see [Chapter 7](#)).

**(2) Region Designators for HR, TB, D, J, and N Agreements**

Some agreements require that a region designator be placed in the agreement number. The following matrix will help determine which designator should be used:

| Region Name <sup>[1]</sup>     | HRx & TBx Designator | Dx, Jx & Nx Designator |
|--------------------------------|----------------------|------------------------|
| Northwest                      | 1                    | A                      |
| North Central                  | 2                    | B                      |
| Olympic                        | 3                    | C                      |
| Southwest                      | 4                    | D                      |
| South Central                  | 5                    | E                      |
| Eastern                        | 6                    | G                      |
| Seattle Freeway <sup>[2]</sup> | 7                    | A                      |

**Notes:**  
 [1] District numbers were replaced with region names in 1994.  
 [2] District 7 was merged with District 1 in 1975. There may still be some agreements with the “7” designator.

**Region Designators**  
*Exhibit 1-1*

## 1.04 Standard Form Agreement vs. Nonstandard Agreement

Standard form agreements have been reviewed by the HQ Agreements Unit and approved as to form by the Attorney General's Office (AGO). **These standard form agreements have been assigned a form number and must be used WITHOUT CHANGE.** Any revisions, either directly or indirectly, to a standard form agreement make it a nonstandard agreement. Adding, deleting, or altering terms of the standard form agreement in an exhibit or attachment also creates a nonstandard agreement. Standard form agreements can be found at the following website:

<http://fmapps.wsdot.wa.gov/forms/eforms.php>

Nonstandard agreements are customized to meet the specific needs of a particular project or situation. The following are considered nonstandard agreements:

- A standard form with changes made.
- Any agreement prepared by other entities (their standard or otherwise).
- Any standard form agreement with an exhibit that adds, deletes, and/or changes any of the terms of the standard form agreement.

Nonstandard agreements must go through the review process described in [Chapter 3](#).

## 1.05 Memorandum/Letter of Understanding

A Memorandum or Letter of Understanding (MOU or LOU) is a document outlining a plan for two or more parties to work together. An MOU or LOU documents the intent of the parties, but cannot legally bind them, which should be explicitly stated in the MOU or LOU. Use an applicable standard form agreement or a nonstandard agreement if the intent is to bind the parties. MOUs and LOUs are not assigned agreement numbers and do not require review by the HQ Utilities, Railroad, and Agreements Section or the Attorney General's Office.

Some agencies title their agreements "Memorandum of Agreement (MOA)." These should be treated as agreements and receive a WSDOT agreement number appropriate to the type of agreement. They must be reviewed and approved in accordance with [Chapter 3](#).

## 1.06 Headquarters and Region Contact Information

### (1) HQ Utilities, Railroad, and Agreements Section

Reference the HQ Utilities, Railroad, and Agreements Section's website for related agreements information: [www.wsdot.wa.gov/Utilities/HQ.htm](http://www.wsdot.wa.gov/Utilities/HQ.htm)

### (2) Region Information

Contact the following offices for region-specific information:

**Eastern Region:** Agreements Engineer, 509-324-6122

**North Central Region:** Local Programs Manager, 509-667-3090

**Northwest Region:** Local Agency and Development Services Manager – SnoKing Area, 206-440-4710

**Northwest Region:** Engineering Services Manager – Mount Baker Area, 360-757-5960

**Olympic Region:** Local Programs Engineer, 360-357-2666

**South Central Region:** Utilities Engineer, 509-577-1785

**Southwest Region:** Utilities Engineer, 360-905-2006

- 2.01 Introduction
- 2.02 Main Elements of an Agreement
- 2.03 Typical Agreement Structure

### 2.01 Introduction

[Chapter 1](#) defines an agreement as “A written contract between WSDOT and another party or parties (public, private, or both), establishing an exchange of benefits and/or obligations.” This chapter explains what each agreement must contain to be a coherent document that is enforceable in a court of law.

### 2.02 Main Elements of an Agreement

#### (1) Agreement Elements

For agreements to be valid and legally enforceable, they must contain the following five essential elements:

- Competent parties
- Subject matter (purpose and intent)
- Legal consideration
- Mutuality of agreement
- Mutuality of obligations

#### (a) Competent Parties

Competent parties are entities that have the required legal authority to obligate themselves to either perform an action or make payment under an agreement. All parties to an agreement must have this legal authority. WSDOT’s designation as a competent party is related to the legal authority it has to enter into specific types of agreements. For example, [RCW 47.52.090](#) gives WSDOT and local agencies legal authority to enter into cooperative agreements with each other to facilitate planning, constructing, or improving limited access highways. Specific legal authority varies according to an agreement’s purpose.

#### (b) Subject Matter (Purpose and Intent)

The actual purpose and intent of the agreement must be in accordance with the law and must be clearly and comprehensively stated so that no ambiguity exists as to the scope and intent of the agreement.

**(c) Legal Consideration**

Agreements are based on an exchange of one form of consideration (benefits or obligations) for another. For an agreement to be legally enforceable, consideration must include something of nearly equivalent value to each of the parties involved. For example, if an entity is already obligated to perform an action, an agreement to require the entity to perform its preexisting duty is not legal consideration and the agreement would be void. Without legal consideration, there is no agreement.

**(d) Mutuality of Agreement**

Mutuality of agreement means that all parties agree to the details of an agreement, a meeting of the minds as to what each party is required to perform. The details include essential terms of the agreement, such as costs, time of performance, and subject matter. Creating an agreement with the clearest terms possible will help avoid mistakes, disputes, and uncertainty.

**(e) Mutuality of Obligations**

For every agreement, each party must perform some act and receive something in return. For example, if WSDOT and a local agency enter into an agreement where WSDOT performs a local roadway improvement, the local agency would benefit from having the roadway improvement and WSDOT would benefit from being reimbursed for the work.

**2.03 Typical Agreement Structure****(1) Developing Consistent Agreements**

To the extent possible, agreements written by WSDOT should be consistent in their structure and format. This not only represents a good practice in terms of consistency within WSDOT, but it would also facilitate Headquarters and legal reviews of nonstandard agreements.

**(a) Examples**

The following examples may be used as a basis for developing and structuring agreement components.

Note: These examples are for informational purposes only and should not be used as actual agreement provisions. Actual language will depend on the individual agreement needs.

**1. Parties**

This section identifies the two (or more) entities entering into the agreement.

*Example:*

**This Agreement** is entered into by and between the **CITY OF BURIEN, (address)**, a municipal corporation, **hereinafter** “CITY,” and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter** “STATE.”

**2. Recitals or “Whereas” Clauses**

The Recitals are a series of statements beginning with “Whereas” that explain why the parties are entering into the agreement. These statements provide background to better understand the actual terms and context of the agreement. It may be necessary to cite the legal authority under the Recitals, especially if a specific legislative appropriation, FHWA grant, city ordinance, or board resolution must be noted. These “Whereas” clauses are **not** agreement terms; they also are **not** enforceable agreement elements. If language in a “Whereas” clause is to be enforceable, the language must also be included in the terms of the agreement.

*Whereas Examples:*

WHEREAS, the STATE is planning the construction or improvement of State Route 104, and in connection therewith, it is necessary to remove, relocate, or construct certain highway facilities; and

WHEREAS, the LOCAL AGENCY has an ownership interest in the land in which its facilities are located, therefore, the STATE is obligated to reimburse the LOCAL AGENCY for the relocation of its facilities;

*Whereas Examples:*

WHEREAS, Engrossed Substitute Senate Bill 6386 provides funds to the STATE for the SR 509/Miller/Walker Impervious Area Project, hereinafter the “Project”; and

WHEREAS, the Project is one of several components that comprise the SR 509/Miller/Walker Impervious Area Project; and

WHEREAS, the STATE has agreed to partially fund construction of the PROJECT; and

WHEREAS, the Project will benefit the state highway system by alleviating flooding problems in the pond vicinity by providing additional detention for existing stormwater runoff from SR 509 that flows into the Miller Creek Basin;

### 3. Statement of Legal Authority

All parties to an agreement must have legal authority to enter into the agreement. This authority shall be identified in the agreement by citing the Revised Code of Washington (RCW) or its title or chapter and/or the Washington Administrative Code (WAC). In most cases the legal authority will apply to both parties, and in other cases the other entity will need to provide its own legal authority. For highway purpose-related agreements, [RCW 47.28.140](#) is typically the authorizing statute; however, other statutes and/or rules may also require citation. Contact the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section for assistance in determining the applicable authority. The specific terms after this general statement of mutual agreement comprise the agreement.

***Example:***

NOW, THEREFORE, pursuant to [RCW 47.28.140](#) and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Note: For RCWs, reference to a title is written “Title 47 RCW,” reference to a chapter is written “chapter 47.28 RCW,” and reference to a title, chapter, and subpart is written “RCW 47.28.140.”

### 4. General (Purpose or Intent of Agreement)

This section states the purpose or intent of the agreement. This information may closely resemble information in the recital section; however, it is necessary to state the purpose or intent within the body of the agreement as well.

***Example:***

It is the intent of the Parties to work cooperatively with each other and in good faith to timely and expeditiously complete all phases of this Agreement as provided herein, including, but not limited to, the development of preliminary engineering and final design, plans and specifications, and cost estimates.

### 5. State’s Responsibilities

This section describes the state’s obligations under the agreement, including work to be performed and/or payments to be made.

### 6. Other Party’s Responsibilities

This section describes the other party’s obligations under the agreement, including work to be performed and/or payments to be made.

## 7. Right of Entry

If the agreement requires either party to access the other party's property for constructing, operating, maintaining, and/or inspecting a facility, a right of entry is usually required from the owning party. These elements may or may not be needed depending upon the terms of the agreement.

***Example:***

The STATE hereby grants to the CITY and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the STATE has an interest for the purpose of constructing the Work covered by this Agreement.

***Example:***

Upon acceptance of the Work as provided in Section \_\_\_\_\_ or \_\_\_\_\_, the STATE shall be sole owner of the Work, and the STATE shall be solely responsible for all future operation and maintenance of the facility at its sole cost, without expense or cost to the CITY.

Note: In the preceding and following examples, "Work" is defined elsewhere in the agreement, identifying specific items being performed by the other party.

## 8. Payment

This section discusses the payment terms when one party is required to pay the other party, including specifying dollar amounts, frequency of invoices, payment due dates,<sup>1</sup> and federal/state requirements covering allowable costs. This section may or may not be needed, depending upon the terms of the agreement.

***Example:***

The STATE, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs. The CITY shall provide detailed invoices to the STATE, and the STATE shall make payment within thirty (30) calendar days from receipt of a CITY invoice. Invoices shall be submitted no more than once per month. A payment will not constitute agreement as to the appropriateness of any item and, at the time of final invoice, the Parties will resolve any discrepancies. The CITY agrees to submit a final bill to the STATE within forty-five (45) calendar days after the CITY has completed the Work.

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<sup>1</sup>In cases where a city or town is obligated to pay WSDOT, RCW 47.24.050 provides WSDOT with authority to withhold and expend local agency motor vehicle funds until such time the amount owed has been recovered. Contact the HQ Division of Accountability and Financial Services (AFS) with questions about application of this statute.



## 9. General Provisions

The following sections should be considered for all agreements:

### a. Amendment

An amendment is a written contract used to modify the contents of an existing agreement.

***Example:***

This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

### b. Termination

This section has language that specifies how and when an executed agreement will expire and when the parties are no longer obligated under the agreement.

***Example:***

Neither the STATE nor the CITY may terminate this Agreement without the concurrence of the other Party, except as otherwise provided under Section \_\_\_\_\_. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the CITY shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

Note: If the other party is a local agency, the type of reimbursable costs will depend on whether there is an overhead agreement in place with the local agency.

### c. Independent Contractor

This section has language that specifies that each party's employees, contractors, agents, representatives, and so on, are not employees of the other party.

***Example:***

The CITY shall be deemed an independent contractor for all purposes, and the employees of the CITY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

**d. Indemnity**

This section has language that generally allocates the legal liability of a party.

Indemnification language will change depending upon the purpose, scope, and liabilities addressed in individual agreements.

***Example:***

The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from the concurrent negligence of (a) the CITY, its employees and authorized agents, and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, and/or authorized agents own negligence.

The Parties specifically assume potential liability for actions brought by the Party's own employees against the other Party and solely for the purposes of this indemnification; the Parties mutually waive any immunity they might have under the state industrial insurance laws (Title 51 RCW).

This indemnification and waiver shall survive the termination of this Agreement.

**e. Disputes**

This section has language that establishes a process for dispute resolution prior to either party taking legal action.

***Example:***

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite

to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

Note: The sharing of the cost of the third board member may not always apply. It may be that the Party responsible for the cost of the agreement is solely responsible.

**f. Venue**

This section has language that specifies the location where legal action may be filed.

***Example:***

In the event that a Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

**g. Audits/Records**

This section has language that specifies which records must be maintained, and for how long, for all work performed under an agreement.

***Example:***

All project records in support of all costs incurred with respect to the Work shall be maintained by the CITY for a period of six (6) years. The state of Washington shall have full access to and the right to examine said records, during normal business hours, and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

**h. Date of Execution and Signature Block for Execution**

This section of the agreement is where the parties execute the agreement. The most current date signed by the parties is the effective date of an agreement.

Approval as to form by the Attorney General's Office (AGO) means that there are no obvious errors of law in the agreement. It does not imply concurrence in or approval of the content of the agreement.

WSDOT is responsible for its own business decisions and acceptance of risk and liability, as long as the decisions are supported by law.

Approval as to form is an acknowledgment provided by an assistant attorney general (AAG) based upon review of an agreement draft when there is sufficient time in which to conduct a meaningful review and provide input. The AAG review is to make sure the agreement:

- Contains those elements essential to a legally binding agreement, such as the mutuality of obligations, competency of the parties to enter into it, terms that are sufficiently definite, and enforceability.
- Is of legally sufficient form, such as containing required language, correcting internal inconsistencies in the terms, and including proper exhibits or attachments.
- Does not contain obvious errors of law, such as statutory authority, funding limitations, contracting out issues, and gifts of state funds.

Approval as to form does not mean the reviewer finds that the agreement meets WSDOT's purposes, or that it is a good bargain, a sound business decision, or a prudent policy decision, or that it does not present excessive risk to WSDOT or the public.

Approval as to form **should not** take place after an agreement is executed. If an agreement has already been executed by the parties, WSDOT most likely will be legally bound by that agreement and the AAG cannot perform a meaningful review.

***Example:***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

CITY OF XXXXXXXXX

WASHINGTON STATE  
DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
John P. Doe, Mayor

By: \_\_\_\_\_  
Mark W. Smith,  
Region Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jane Doe, City Attorney

By: \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

Date: \_\_\_\_\_



- 3.01 Introduction
- 3.02 Overview of the Agreement Process
- 3.03 Initiating the Agreement Process (Originator Lead)
- 3.04 Writing the Agreement (Writer Lead)
- 3.05 Managing the Agreement
- 3.06 Agreement Closure Process

### **3.01 Introduction**

This chapter describes the procedural life of an agreement from beginning to end and the various roles associated with each stage.

### **3.02 Overview of the Agreement Process**

The agreement process includes initiating, writing, and managing the agreement.

#### ***(1) Initiating the Agreement Process***

This phase begins when it is recognized by the region or Headquarters office that an agreement may be needed and ends with submitting all information needed to the Agreement Writer to draft the agreement. In this phase, the Agreement Originator is lead. Guidance and steps for this phase are further detailed in [3.03](#).

#### ***(2) Writing the Agreement***

During this phase, the Agreement Writer takes the lead in developing the agreement. This phase ends when the executed agreement is entered into the TRAINS system (see [3.04\(7\)](#)) and delivered to the Agreement Manager and the party or parties. Guidance and steps for this phase are further detailed in [3.04](#).

#### ***(3) Managing the Agreement***

Upon receiving the completed agreement, the Agreement Manager is responsible for setting up any needed work orders, managing the agreement, and closing the agreement and associated work orders when they are no longer needed. Guidance and steps for this phase are further detailed in [3.05](#).

### 3.03 Initiating the Agreement Process (Originator Lead)

#### (1) *Guidance for the Agreement Originator (WSDOT)*

The following is general guidance to help Agreement Originators determine whether or not an agreement is needed, along with guidance for successful agreement initiation. Subsequent development and management of an agreement is described in 3.04 and 3.05.

##### (a) **Is an agreement needed?**

- Will the Washington State Department of Transportation (WSDOT) be receiving, paying, or exchanging funds with another party, or will WSDOT be receiving, providing, or exchanging services with another party?
- Will WSDOT commit to performing certain actions/activities or making a payment if another party performs other actions or activities?
- Will WSDOT commit to operating and/or maintaining certain facilities in a particular manner, in exchange for payment or other actions performed by another party?

If you can answer “Yes” to any of the above questions, an agreement is usually required. In addition, the following WSDOT standard procedures *always* require an agreement:

- Operating construction detours on facilities not owned by WSDOT.
- Local agency contributing funds to WSDOT construction work.
- WSDOT contributing funds to a local agency project.
- Turning WSDOT-owned property over to a local agency, usually following construction under a WSDOT contract (Turnback Agreement).

##### (b) **So you need an agreement...what's next?**

1. **START EARLY!** This cannot be stressed enough. Start the agreement process as soon as you identify a need for an agreement. The agreement process can take many months, and in some cases a year or more, so an early start is imperative in order to maintain your project schedule.
2. Understand what needs to be accomplished. Determine the agreement's purpose, goals, terms, and scope of work. What are the commitments and what value is being received, provided, or exchanged? It is necessary to understand the intent of the agreement so that it can be properly reflected in the written document. Write down the specific items of agreement with the other parties, if these types of discussions are held in the early stages of a project, so this information may be provided to the Agreement Writer.

3. Consider all current and future factors that may be affected by the agreement, such as access, right of way, environmental, utilities, drainage, signs, traffic signals, maintenance, and liabilities. Some of these factors may require that additional agreements be written and executed.
4. Based on the information gathered in 2 and 3 above, ensure both WSDOT and the other party have the legal authority to enter into the agreement. Do not assume both parties have full power to act. To verify this, you may need to research the RCW, WAC, and WSDOT policies and procedures for WSDOT authority. If necessary, request that the other party provide its legal authority to act, such as an ordinance.
5. As soon as possible, contact the appropriate staff to discuss the known details of the agreement. Even if all of the details are not yet known or agreed to, initiating dialogue about the agreement early will provide the opportunity for staff to help identify potential pitfalls or provide assistance in streamlining the agreement development process. This early communication can greatly influence your potential for successfully executing the agreement within the time frame allowed by your schedule.
6. Determine the type of agreement needed based on 2 above. (See [Chapter 1](#) for more information about agreement types.)
7. All agreements require an exchange of *consideration*, which is the legal term for something of value to a party to the agreement. Exchange of consideration is always the direct, stated goal of an agreement and can be financial or service/performance oriented. Consideration can also include requiring a party not to perform a specific action. In any case, there must be consideration of sufficient equality identified for both parties to the agreement, or else it is not a legal agreement—consideration cannot be one-sided. Consideration also cannot include the commitment of a party to perform services or actions that it would otherwise normally be required to perform as part of its usual course of business.

Following is a simple example of consideration:

*WSDOT is paving a section of a state highway through a local jurisdiction. To take advantage of the economy of scale pricing, the local jurisdiction requests that WSDOT pave local streets at local expense. The consideration that WSDOT receives is payment for all costs associated with the paving of local streets (both direct and related indirect costs). The consideration the local jurisdiction receives is the street paving. Both parties are made whole in this example.*



8. Consider the various sources of funding associated with your agreement, and be aware of any effects those sources may have on how the funds are dealt with by your agreement or subsequent agreements or contracts. Some types of funding (such as federal funds) require that special clauses be included in the agreement language, while other types of funding are limited by what they can be spent on, when they can be spent, or how reimbursement will occur. Any of these instances would likely result in the need to clarify agreement language. Be aware of any limitations created by the source of the funds being used, and be sure not to commit funds in a way that is not legally or logistically supportable.
9. If the other party will be receiving WSDOT invoices, be sure the other party understands what costs, in addition to direct reimbursable charges, may be included on the invoice (indirect cost rate).
10. If either party has timing or other restrictions related to funding, invoicing, or payments, be sure these conditions are covered in the agreement. Work closely with region or HQ Program Management and Accounting Office staff, as appropriate, to ensure the commitments can be achieved.
11. Determine whether a “standard form” agreement can be used. Although usually applicable only to very specific circumstances, the use of a standard form agreement can greatly reduce the time needed to complete and execute the agreement. However, **any change**, no matter how small, to a standard form agreement creates a “nonstandard” agreement, which **must** be reviewed by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section. The Agreements Unit will forward the agreement to the Attorney General’s Office (AGO) for review and approval as to form, if acceptable. Even the smallest change could result in an illegal action or significant state risk.
12. Be sure you know who at WSDOT has the authority to implement the commitments identified by your agreement. Even if commitments in an agreement are legally supportable, it is imperative that the Agreement Originator work with the appropriate staff within WSDOT to confirm that those commitments can be met once the agreement is in place. Involve the right people or group during agreement development.
13. Be sure you know the proper legal signatory authority for your agreement. Signatory authority can only be delegated by the Governor, through the Secretary of Transportation, who can further delegate by written authorization. Not all signatory authorities can be legally subdelegated—it is vital to understand who has the legal authority to sign your agreement.

14. Develop an agreement preparation/review schedule early. Each project has different schedule requirements, and it is the Agreement Originator's responsibility to allow sufficient time in the project schedule to accommodate the entire agreement process. As part of agreement preparation/review schedule development, it is also the Agreement Originator's responsibility to determine the other agency's approval process (such as city council action) and to incorporate it into both the agreement preparation and project schedules.
15. Many agreements require a cost estimate to be attached as an exhibit. Cost estimates need to be complete, containing sufficient details to allow the parties to determine the items, quantities, rates, dollar amounts, taxes, overhead costs, and so on, being billed. It should be clear what is and is not included in the estimate. Estimates must have a rational basis. Backup assumptions and calculations must exist.

(c) **Things NOT to do when creating an agreement:**

1. Do not make commitments or promises (verbal approvals and agreements) to other parties until the agreement process has begun. It is not uncommon for commitments to be made by the project office that are later found to be legally untenable and therefore cannot be included in a formalized agreement. As a public agency utilizing public funds, which are typically allocated for specific purposes, WSDOT is limited in what it can promise to do or pay for and also in how it can accept funds for services rendered. Verbal approval of agreements can lead to greater risk and liability.
2. Never enter into an agreement without proper review by the Attorney General's Office (AGO). Any nonstandard agreement (any agreement that is not a VERBATIM copy of a WSDOT standard form agreement) must be reviewed by the HQ Agreements Unit and by the AGO for approval as to form. Crossing out **any portion** of a standard form agreement creates a nonstandard agreement, thereby requiring a review by the HQ Agreements Unit and by the AGO for approval as to form. In addition, you cannot change the standard form agreement's terms by including contrary or slightly different language in an exhibit.
3. If the agreement involves WSDOT paying another party to perform work for the department, work cannot begin until the agreement is executed. [RCW 47.28.140](#) prohibits payment for services provided prior to execution of the agreement. If this is an issue on your project, consult with your agreements staff for further guidance and assistance.

4. Do not wait for the final Estimates and Bid Analysis System (EBASE) estimate to use in an agreement. Use a conservative preliminary estimate instead. If necessary, agreements may include overrun provisions; for example, allowing payment of up to 25% over the estimated amount. WSDOT does not use allowable overrun provisions in agreements for preliminary engineering work performed by another party or its agents.
5. **MOST IMPORTANTLY:**
  - DO NOT wait until all negotiations with the other party have concluded before initiating the agreement process.
  - DO NOT wait until the last minute to start your agreement.
  - DO NOT make the mistake of thinking your agreement is so simple it will only take a week or two to complete. The final legal preparations and execution of the agreement alone can take several weeks at a minimum, and they may take several months if local agency council or board actions are required. **Do not wait until the last minute to complete your agreement or your project schedule will be delayed.**

## **(2) Steps for Initiating the Agreement (Originator Lead)**

### **(a) Determine Need and Due Date (Why, What, and When)**

Many agreements related to project development are initiated during project planning efforts, but can also begin later as the design progresses. The Agreement Originator should consider the scope of the project and identify which agreements will likely be needed and when. For non-project-related agreements (such as reciprocal Maintenance Agreements), the Agreement Originator is normally also the future agreement owner. In all cases, the Agreement Originator determines whether an agreement may be needed, why it is needed, what the agreement needs to accomplish, and when the agreement is needed.

### **(b) Prenegotiation Consultation With the Agreement Writer**

The Agreement Originator should not negotiate with or make commitments to the other party to the agreement before consulting with the Agreement Writer (see 3.03). After discussing the scope of the project or need for an agreement, the Agreement Writer will verify the agreement types needed, provide guidance on negotiating the agreement terms, and assist in planning the steps and time needed to secure the agreement(s).

**(c) Negotiate Terms/Requirements**

It is the Agreement Originator's responsibility to negotiate the terms and requirements of the agreement. What are the parties agreeing to? What gives WSDOT authority to enter into the agreement? Each function of the agreement needs to be well defined; for example, it is important to know how often and to whom an invoice will be sent and what information must be on the invoice. It is advisable for the negotiator to document the discussions with the other parties for the benefit of the Agreement Writer.

**(d) Agreement Request**

The Agreement Originator submits an agreement request to the Agreement Writer. The purpose of the agreement request is to document the purpose, authority, terms, and requirements of the proposed agreement. In some regions, the Agreement Writer will provide a form or checklist for the Agreement Originator to complete.

**3.04 Writing the Agreement (Writer Lead)****(1) Role of the Agreement Writer**

The responsibilities of the Agreement Writer may vary within WSDOT, but can generally be defined as follows:

- Ensure agreements comply with state and federal law, WSDOT policies and procedures, and general office or region practices.
- Assist the Agreement Originator by facilitating the agreement process.
- Craft an agreement that accomplishes the desired outcomes for all involved parties.
- Process the agreement through Headquarters for review and for facilitation of the review and approval as to form by the Attorney General's Office (AGO). When Headquarters has completed its review and obtained AGO approval as to form, the agreement will be returned to the Agreement Writer for execution.
- Distribute originals and copies.
- Track the status of agreements through their execution.

The Agreement Writer typically does not negotiate the terms of the agreement. That is the Agreement Originator's role.

Most Agreement Writers use a spreadsheet or database to track the status of the agreements they are working on. The tracking sheet should identify where the agreement is in the process and when the agreement status last changed. The Agreement Writer should update the tracking sheet as the agreement progresses and review it on a regular basis.

Writing the agreement begins when the Agreement Originator submits all information and documents needed to draft the agreement to the Agreement Writer (see 3.02). The Agreement Writer should immediately check the information and verify that it is complete and that the purpose, terms, and requirements of the agreement are completely defined. If clarification, additional information, or specific exhibits are needed, the Agreement Writer makes those requests. Until all information is received, writing the agreement cannot be completed.

## **(2) Draft the Agreement**

### **(a) Get an Agreement Number**

Each agreement is assigned a unique number. If the work order needed to process payments for an agreement will be set up at the HQ Division of Accountability and Financial Services (AFS), an agreement number will be assigned by AFS upon request by the Agreement Writer. The region Accounting Office provides agreement numbers for region-level agreements. Some agreements (such as Haul Road/Detour or Turnback agreements) require that a region designator be placed in the agreement number. (See [Chapter 1](#) to determine which designator should be used.)

### **(b) WSDOT Standard Form Agreements**

WSDOT has developed standard form agreements for commonly encountered agreement needs. As written, the standard form agreements do not require a review by the HQ Agreements Unit or approval as to form by the Attorney General's Office (AGO).

Note: Standard form agreements are written for specific applications and may only be used for their intended purpose. The Agreement Writer must review the "Whereas" clauses and terms of the standard form agreement and verify that the agreement fits the application. If the standard form agreement fits, contact the other party and verify that the standard form agreement will be acceptable to them.

Standard form agreements cannot be altered in any way, directly or indirectly, by changing its terms in an exhibit or an attachment. If the agreement is altered, it becomes nonstandard and must be sent to the HQ Agreements Unit for review and forwarded to the AGO for review and approval as to form.

### **(c) Nonstandard Agreements**

Nonstandard agreements are required when a standard form agreement does not fit or the other party will not accept a standard form agreement. WSDOT considers agreements drafted by the other party and the other party's standard agreements as nonstandard agreements. These require review by the HQ Agreements Unit and review and approval as to form by the AGO.

Often there are nonstandard agreements that have been previously executed that may fit some of the new agreement needs and can be used as a template. Carefully review the “Whereas” statements and agreement terms to verify that the agreement fits the circumstances.

If an executed agreement is found, the Agreement Writer must verify that the agreement clauses meet the needs of the new agreement’s purpose and scope. The new agreement should be drafted using current formatting. Use of a previously executed agreement as a template does not eliminate the need for Headquarters review or AGO review and approval as to form. For more information on the typical parts and clauses of a nonstandard agreement, see 2.03 in Chapter 2.

**(d) Headquarters Pre-Draft Consultation (for new nonstandard agreements only)**

It is advisable to consult with the HQ Agreements Unit to discuss the possible options for drafting an agreement that has complex issues. Discussing such an agreement early on will provide the Agreement Writer with useful guidance toward drafting the agreement, and it may eliminate time-consuming problems during the formal review.

**(e) Compile Exhibits and Attachments**

Exhibits are usually provided by the Agreement Originator. Typical exhibits include vicinity maps, cost estimates, and plans. The Agreement Writer must review and understand the exhibits, which should be clear and concise. Label and number each sheet of the exhibit. For example:

GCA 2583  
Exhibit B  
Description of Work (title on first sheet only)  
Sheet 1 of 3

Cost estimates need to be complete. It should be clear what work, labor, services, and/or materials are eligible for reimbursement under the agreement. Cost estimates may be itemized or lump sum, and they are normally attached to the agreement as an exhibit. Lump sum payments must be supported by adequate documentation.

Do not hold up the agreement process waiting for 100% plans or final EBASE estimates. Many standard form agreements allow for overruns of up to 25%, and nonstandard agreements can be set up with overrun provisions. WSDOT does not allow overrun provisions in agreements for preliminary engineering work performed by another party or its agents.

### (3) Review Process

#### (a) Internal Review and Formatting

The draft agreement should be reviewed by the Agreement Originator and the future Agreement Manager. It is beneficial to have another Agreement Writer or individual who understands the particular agreement requirements perform a peer review prior to submitting the agreement for further processing.

Before submitting an agreement for review, READ THE ENTIRE AGREEMENT. Ensure the entire agreement works together and that one section does not negate another. Be sure each section following the “Whereas” statement is numbered. For example:

#### 4. PAYMENT, RECORDS AND AUDIT

4.1 The STATE shall be responsible...

4.2 The LOCAL AGENCY shall...

Be sure each page is numbered and that it also includes the agreement number.

References to individual agreement parties, such as “CITY,” “LOCAL AGENCY,” or “DEVELOPER,” must be clearly defined and fully capitalized throughout the agreement. For example:

This Agreement is made and entered into between the State of Washington, Department of Transportation, hereinafter the “STATE,” and the City of Spokane, (*include address here*), hereinafter the “LOCAL AGENCY.”

Where common nouns are used to reference a specific item or party, such as “Agreement,” “Parties,” or “Project,” only the first letter is capitalized.

Typically, MS Word files are distributed via e-mail to reviewers. MS Word has a “Track Changes” tool that is very useful and should be turned on before distributing the agreement for review.

When requesting a review, identify a response due date and reason therefore, and follow up with a status request.

The Agreement Writer should keep a file of all review comments and changes. Each comment should be addressed by incorporating the comment or explaining to the contributor why the comment cannot be incorporated.

(b) **Headquarters Review (if standard form agreement, skip to Other Party Review)**

The Agreement Writer submits the agreement, its exhibits, and a completed copy of the Agreement Transmittal Checklist to the HQ Agreements Unit. Typically, Headquarters reviews are accomplished electronically via e-mail. Send editable files of the agreement. MS Office files of the agreement and exhibits are preferred, if available; normally, PDF files of plan attachments are acceptable.

The HQ Agreements Unit reviews the agreement and also obtains comments and questions from relevant Headquarters departments. Unless identified as a “RUSH,” the HQ Agreements Unit usually provides its first round of annotated comments in the agreement within one to three weeks, depending on agreement complexity, workload, and priorities.

Address all comments, questions, and recommended changes before returning the agreement to the HQ Agreements Unit for concurrence or additional comments. If changes are significant, the Agreement Writer consults with the Agreement Originator and the other party to the agreement for concurrence or further modification.

(c) **Assistant Attorney General Review (if standard form agreement, skip to Other Party Review)**

When all issues or questions have been addressed, the HQ Agreements Unit will forward the agreement to the Attorney General’s Office (AGO) for review and approval as to form by the appropriate Assistant Attorney General (AAG). Should the AAG have comments that need to be addressed, these will be returned to the HQ Agreements Unit to review and, if necessary, they will be returned to the Agreement Writer for resolution. If AAG comments result in significant modifications, the Agreement Writer may need to consult with the Agreement Originator and the other party to discuss the agreement for concurrence of the modifications, or modify and resubmit the agreement to the HQ Agreements Unit for further review by the HQ Agreements Unit and the AAG.

If approved as to form, the AAG will return the requested number of originals with AAG signature to the HQ Agreements Unit. The HQ Agreements Unit will forward the originals to the Agreement Writer for execution.

Note: Written AAG and Headquarters comments are for internal WSDOT discussions **only** and **must not** be forwarded or shared outside WSDOT.



**(d) Other Party Review**

Send an electronic copy of the agreement with exhibits attached by e-mail to the other party for review, with a copy to the Agreement Originator.<sup>1</sup> When requesting a review, identify a response due date and reason therefore, and follow up with a status request.

If any substantive changes are proposed by the other party, the agreement must have another expedited internal review (see [Internal Review and Formatting](#) above). Comments changing the terms or requirements of the agreement are usually addressed by the Agreement Originator.

**(4) Execution**

The Agreement Writer is responsible for securing signatures and verifying that the person signing the agreement for WSDOT is authorized. Regional Administrators have a memorandum from Headquarters defining their authority. In turn, each Regional Administrator may delegate authority, in writing, to region staff.

In the execution of agreements, WSDOT typically signs last. However, there are situations where the other party signs last, such as agreements with the federal government. The date of execution is the date of the last party's signature on the agreement.

**(a) Signatures for Execution**

Send all originals of the agreement and exhibits to the other party for signature. Use a cover letter to instruct the other party to sign all originals and send all originals back for WSDOT signature. It is good practice to identify a response due date.

Keep in mind that local agencies normally require approval from their council or commission, and this happens only at certain times of the month.

**(b) Binding Agreement**

Once the agreement has been signed by all parties, it is executed and is legally binding on both parties.

**(5) Post-Execution Processing**

Once all signatures are obtained, the following steps need to occur:

**(a) Agreement Edit Information (AEI) Form (Pink Sheet)**

The Agreement Writer fills out an Agreement Edit Information form (DOT Form 130-005 EF). This form is used to enter the agreement information into the TRAINS system. Most entries are self-explanatory.

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<sup>1</sup>If the other party's review occurs prior to AAG approval, it should be emphasized that the agreement is subject to changes required by the WSDOT AAG.

- Org. Code: The org. code for the Agreement Manager (see 3.05).
- Start Date: This date is usually the agreement execution date, but may be a past or future date depending on the terms of the agreement.
- End Date: The termination (end) date identified in the agreement. If the agreement does not identify an end or termination date, leave it blank and handwrite “99/99/99.”

The AEI form is commonly known as the “Pink Sheet” as it is required to be printed on pink paper for easy identification when it arrives at the HQ Division of Accounting and Financial Services.

#### (b) Agreement Amounts

For the purposes of completing the AEI form, an agreement is payable if it pays the other party. It is reimbursable if the other party pays WSDOT. Some agreements are both. If the agreement is **both** payable and reimbursable, enter separate amounts for maximum amount payable and maximum amount reimbursable. Some agreements, such as reciprocal maintenance agreements, have a maximum per year. The maximum payable would be the maximum per year for the life of the agreement unless the annual costs have been adjusted per the agreement. Contact the HQ Division of Accounting and Financial Services for guidance on agreements that have no end date and where the maximum dollar amount is unknown.

Allowed cost overrun percentages are entered only if the agreement provides for cost overruns and the allowable cost overrun dollar amount is not included in the “Maximum Payable” or “Maximum Reimbursable” boxes.

#### (c) Agreement Distribution

The Agreement Writer makes copies and attaches the originals to blue backing paper.

Headquarters-level distribution of standard form agreements is as follows:

- HQ Agreements Unit: A copy of the executed agreement and Agreement Edit Information form along with the Agreement Transmittal Checklist.
- HQ Division of Accountability and Financial Services: One original, one completed Agreement Edit Information form.
- Other Parties: Remaining originals.

Headquarters-level distribution of nonstandard agreements is as follows:

- HQ Agreements Unit: One original and one copy of the agreement, one completed Agreement Edit Information form.
- Other Parties: Remaining originals.

Region-level distribution of agreements is as follows:

- Region Accounting: One original, one completed Agreement Edit Information form (if required by the region).
- Other Parties: Remaining originals.

### **(6) Recording**

The HQ Agreements Unit will post all agreements entered into under [chapter 39.34 RCW](#) on its web page: [www.wsdot.wa.gov/Utilities/Interlocal.htm](http://www.wsdot.wa.gov/Utilities/Interlocal.htm)

### **(7) Setting Up the Agreement in TRAINS**

All WSDOT agreements must be set up in the Transportation Reporting and Accounting Information System (TRAINS). This is typically done through either the HQ Division of Accountability and Financial Services or the region Accounting Office.

## **3.05 Managing the Agreement**

### **(1) Assigning an Agreement Manager**

Every agreement will be assigned an Agreement Manager. It is the responsibility of the Agreement Manager to make sure WSDOT fulfills its responsibilities under the terms of the agreement and ultimately closes the agreement when it is no longer needed. Guidance and steps for closure are further detailed in [3.06](#).

If the responsibility for the agreement is later transferred to another manager or organization, the HQ Division of Accountability and Financial Services needs to be notified so the information for the Agreement Manager can be updated.

### **(2) Managing the Agreement**

Agreements must be attached to a Work Order Group and Fund Source prior to processing a payment to a vendor (payable agreement) or billing a customer (reimbursable agreement). The type of work order will vary depending on the type of agreement. Adequate time for funding and work order setup needs to be considered in the development and implementation of the agreement. The Agreement Manager needs to work jointly with the Work Order Manager and Project Manager to ensure the management and closure processes are followed.

The scope, schedule, and budget from the agreement must be managed. If costs are likely to exceed the agreement amount, the Agreement Manager must contact the other party as early as possible, even if the final amount is unknown. The Agreement Manager must also keep the other party informed on all decisions that would change the scope, schedule, or budget of the agreement.

Agreement status reports are available from the HQ Division of Accountability and Financial Services. These reports should be monitored at least quarterly. The reports will show beginning and end dates, amounts available, percentage of budget spent, and so on.

If an agreement amendment or supplement is required, contact the Agreement Writer for preparation of the amendment or supplement. Allow adequate time for the amendment/supplement process (see [Chapter 1, 1.02, Definitions](#)).

**(a) Payable Agreements**

All invoices submitted for payment need to be reviewed to ensure compliance with agreement terms and then promptly forwarded to either the HQ Division of Accountability and Financial Services or the region Financial Services Office for processing.

For master payable agreements with task orders, the Agreement Manager for the task order may differ from the Agreement Manager for the master agreement. The status of the master agreement should always be “Closed” in TRAINS, as no direct charges will be accepted on the master.

The Master Agreement Manager will assign the task assignment numbers and is responsible to ensure (1) the total dollar amounts authorized on task assignments do not exceed the total authorized on the master agreement and (2) the time period of the work on the task assignments is in the time period of the master agreement.

The Task Order Manager is responsible for agreement monitoring for the task assignment. The Task Assignment Manager must contact the Master Agreement Manager prior to supplementing the task assignment for an increase in budget so the Master Agreement Manager can determine whether the funds are available.

**(b) Reimbursable Agreements (payment to WSDOT)**

It is the Agreement Manager’s responsibility to monitor the agreement to determine whether there are enough funds available to cover the remaining work or whether an amendment needs to be processed to increase the authorized dollar amount.

If the reimbursable agreement is anticipated to exceed the authorized dollar amount, an amendment must be processed to address the expected overrun. The amendment must be fully executed prior to the department incurring expenditures or performing additional work beyond the original agreement.

The HQ Division of Accountability and Financial Services or the region Financial Services Office generates invoices to the other party for work charged to a reimbursable agreement. Payment is due from the other party as specified in the agreement. The HQ Division of Accountability and

Financial Services or the region Financial Services Office tracks due dates and identifies past due accounts. If the other party has past due accounts, they may be subject to late fees and interest charges and may also be turned over to the state's collection agency for follow-up action.

If an invoice is sent to the Agreement Manager or other WSDOT staff for review and/or additional supporting documentation prior to the invoice being sent to the other party, this review needs to be completed within ten days of the invoice date and forwarded to the other party so no penalty for a past due account is incurred.

It is the Agreement Manager's responsibility to assist the HQ Division of Accountability and Financial Services or the region Financial Services Office in resolving financial issues such as Past Due Invoices, Work Items, and Supporting Documentation. These items should be addressed prior to the next billing cycle. Any adjustments of amounts due on invoices made by the Agreement Manager need to be documented and communicated to the HQ Division of Accountability and Financial Services or the region Financial Services Office so the appropriate financial transactions can take place and the other party's account can be updated.

Some agreement terms require delayed billing such as not billing the other party until work for its part of a project has been started or completed. The Agreement Manager must notify the HQ Division of Accountability and Financial Services or the region Financial Services Office when it is time to start charging to the agreement or invoicing for the work. Failure to invoice the other party in a timely manner can lead to difficulties in collection related to the terms of the agreement.

The Agreement Manager may authorize application of an advance payment to project expenditures prior to completion when the advance payment amount is sufficient to cover all reasonably predictable remaining costs. This notification must be made in writing to the HQ Division of Accountability and Financial Services or the region Financial Service Office.

## 3.06 Agreement Closure Process

### (1) Closing the Agreement

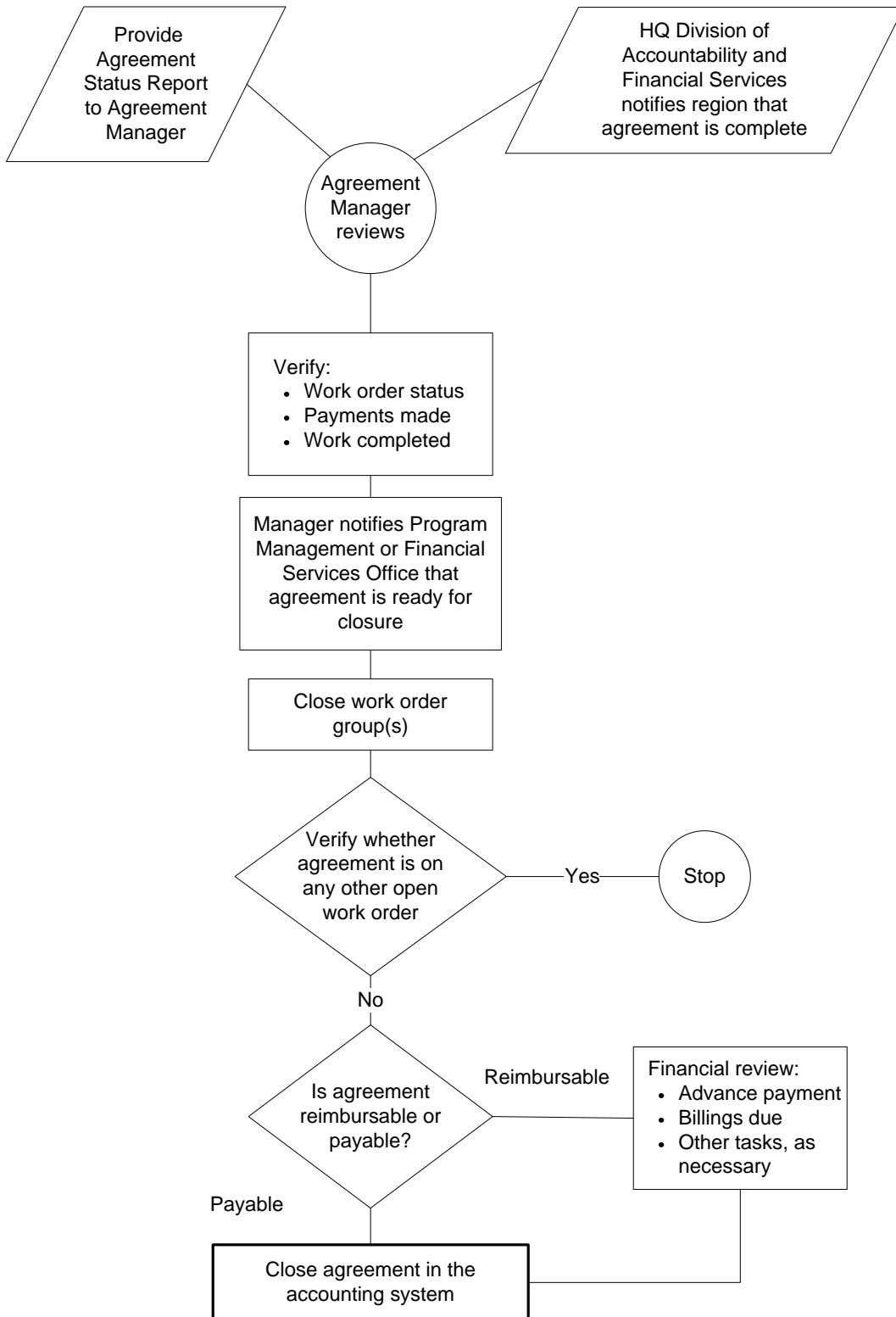
Once the terms of the agreement are completed and all obligations have been met, the Agreement Manager requests closure of the agreement and associated Work Order Groups (see [Exhibit 3-1](#)).

When the agreement is ready for closure, the Agreement Manager will verify that:

- Work is complete.
- Final payment has been made.
- No amendment is necessary.

The Agreement Manager will then notify the HQ Division of Accountability and Financial Services (AFS) or the region Financial Services Office or Program Management, as appropriate, that the agreement is ready for closure.

Once the AFS or the region Financial Services Office's review and all follow-up items are completed, the agreement is closed in TRAINS by AFS or the region Financial Services Office. The official agreement file is then archived according to the Schedule of Records Retention document.



**Agreement Closure Process for  
HQ Division of Accountability and Financial Services<sup>2</sup>**  
*Exhibit 3-1*

<sup>2</sup>Consult the appropriate region Financial Services Office for more information on closure processes for a specific region.

## Chapter 4

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- 4.01 Introduction
- 4.02 Agreement Preparation
- 4.03 Standard Form GCA Agreements
- 4.04 References

### 4.01 Introduction

GCA Agreements are agreements with other governmental or quasi-governmental<sup>1</sup> entities (also known as “quasi-municipal corporations”). These include agencies of Washington State, other states’ agencies, federal agencies, counties, cities, towns, and federally recognized tribes. GCA Agreements may be either payable or receivable. For the purposes of this chapter, a governmental or quasi-governmental agency will be referred to as the “agency” or “agencies.”

#### (1) *When to Use a GCA Agreement*

GCA Agreements are used for participation in design studies, planning, development of plans, acquisition of right of way, mitigation arrangements, and construction of projects related to highways and the transportation system. Either WSDOT or the participating agency can be the lead for performing the work described in the agreement.

When determining the need for a GCA Agreement, the references listed in [4.04](#) must be followed. The general process for agreement preparation, management, and closure is provided in [Chapter 3](#).

For examples of the types of work that can be covered under a GCA Agreement, see [Exhibit 4-1](#), GCA Work Types.

### 4.02 Agreement Preparation

#### (1) *Special Considerations*

The following section highlights special considerations when developing GCA Agreements:

##### (a) **GCA vs. Maintenance Agreements**

Although both types of agreements may be with other agencies, agreements that assign the maintenance and/or operational obligations of roadways and transportation-related facilities between the Washington State Department of Transportation (WSDOT) and other agencies should be written as Maintenance Agreements (GM). (See [Chapter 5](#) for guidance on Maintenance Agreements.)

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<sup>1</sup>The Agreement Writer must make sure that the entity in question is truly a “quasi-governmental” agency. For example, a private corporation or group could be performing work for a city or county, but that private entity is not a quasi-governmental agency just because it may be performing a governmental function. Contact the HQ Agreements Office with any questions regarding quasi-governmental agencies.



For projects under GCA Agreements where maintenance responsibilities will be assigned to one or more parties, a separate General Maintenance (GM) Agreement is required to cover the maintenance responsibilities. In these cases, the GM Agreement should be executed simultaneously or prior to execution of the GCA Agreement.

**(b) Legal Authority**

All parties to an agreement must have legal authority to enter into the agreement and to perform the work defined by the agreement. WSDOT is authorized to enter into agreements through various statutes in the Revised Code of Washington (RCW) and rules in the Washington Administrative Code (WAC). Other agencies may depend upon legal authorities different from WSDOT, such as through different statutes or rules, local ordinances, council actions, or resolutions. The Agreement Writer must ensure other parties to a GCA Agreement are authorized to enter into the agreement and have the authority to perform the work, according to their own requirements or legal authorizations.

**(c) Approval as to Form**

For nonstandard GCA Agreements with other Washington State agencies, approval as to form by assistant attorneys general representing other Washington State agencies does not constitute approval as to form for WSDOT. Approval as to form for WSDOT must still be obtained as described in [Chapter 3](#).

**(d) Multiphase Projects**

Separate agreements may be necessary for each phase of project work (such as studies, preliminary engineering, right of way, and construction).

**(e) GCA Master Agreements**

Task assignments under a GCA Master Agreement have a unique numbering system using “T” and “AA,” “AB,” “AC,” and so on.<sup>2</sup> For example, task assignments for Master Agreement GCA 4228 should be T4228AA, T4228AB, T4228AC, and so on.

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<sup>2</sup>Some existing reimbursable GCA Master Agreements use a different numbering system; however, the HQ Division of Accountability and Financial Services (AFS) has requested that this system be the standard for all future GCA Master Agreements.

### 4.03 Standard Form GCA Agreements

Note: Future versions of the agreements will include up-to-date information as changes occur.

While standard form agreements are difficult to define because of so many variances in scope of work, elements, language requirements, payment methods, and so on, we have developed the following approved standard form GCA Agreements for the limited purposes stated:

- DOT Form 224-065 EF – Local Agency Participating – Work by State – Actual Cost
- DOT Form 224-067 EF – State Participating Agreement – Local Agency – Actual Cost
- DOT Form 224-701 EF – Local Agency Preliminary Engineering Participating Agreement

### 4.04 References

Chapter 39.34 RCW, Interlocal cooperation act

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34>

City Streets as Part of State Highways (guidelines between WSDOT and the Association of Washington Cities)

[www.wsdot.wa.gov/NR/rdonlyres/DBDD0CA0-74D5-4EC5-BD51-65C2591D4D68/0/CityStreetsasPartofStateHighways.pdf](http://www.wsdot.wa.gov/NR/rdonlyres/DBDD0CA0-74D5-4EC5-BD51-65C2591D4D68/0/CityStreetsasPartofStateHighways.pdf)

Title 47 RCW, Public highways and transportation

<http://apps.leg.wa.gov/RCW/default.aspx?Cite=47>

The following nonexclusive list contains activities that typically fall under the GCA category:

- Construction
- Right of Way (acquisition, appraisal)
- Studies/Research
- Preliminary Engineering
- Demolition
- Safety Improvements
- Rock Crushing
- Stockpile Materials
- Mitigation
- Traffic Enforcement
- Emergency Services
- Right of Entry
- Contribution of Funds and/or Resources
- Inspections
- Animal/Pest Control for Highway Purposes
- Equipment Use
- Transportation Demand/Planning Coordination
- Airport Improvement
- Aerial Photography
- Plan/Permit Reviews
- Tribal Coordination
- Training
- DMWBE Support Services
- Use of Agency Experts or Staff
- Litter Pickup
- Commute Trip Reduction Grants

**GCA Work Types**  
*Exhibit 4-1*

- 5.01 Introduction
- 5.02 Agreement Preparation
- 5.03 When Local Agency Writes Maintenance Agreement
- 5.04 Coordination With Region Maintenance Superintendents
- 5.05 References
- 5.06 Exhibits

### 5.01 Introduction

A Maintenance Agreement is a negotiated contract between two or more parties (public or private) that assigns certain maintenance and/or operational obligations of roadways or transportation-related facilities among all or to one of the parties. The Maintenance Agreement can also provide for associated costs, reimbursable or payable, in accordance with the agreement provisions.

#### **(1) When to Use a Maintenance Agreement<sup>1</sup>**

A Maintenance Agreement is required when either the Washington State Department of Transportation (WSDOT) or another party, public or private, desires to assign responsibilities for maintenance and/or operation of roadways or transportation-related facilities to the other party(ies), or share materials, equipment, and/or labor for public roadway maintenance purposes.<sup>2</sup> Maintenance Agreements do not convey a property right. When a portion of a facility to be maintained will be located off that party's right of way, such as for drainage, the issuance of a property right by the property owner, either through easement or lease, will be required. In cases where the facility will be jointly used by WSDOT and another public agency, such as a detention pond, an easement or lease is not required. Contact the Headquarters (HQ) Agreements Unit for project-specific guidance on whether an agreement, easement, or a lease will be required. Refer to 5.02(3) for examples of when a lease document should be used in lieu of a Maintenance Agreement.

Consult with the Maintenance Superintendent prior to deciding whether a Maintenance Agreement is needed or before negotiating any related issues with non-WSDOT parties.

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<sup>1</sup>If the local agency writes the agreement, refer to 5.03.

<sup>2</sup>RCW 47.24.020 and the 1997 Guidelines for City Streets as Part of State Highways (Memorandum, E. R. Burch, May 18, 1997, City Streets as Part of State Highways, Final Report, April 30, 1997) define maintenance obligations between WSDOT and cities. Maintenance Agreements may be used to assign maintenance obligations that are different from the Guidelines.

## (2) Statutory Authorities

Statutes and codes applicable to Maintenance Agreements include, but may not be limited to, the following:

Chapter 39.34 RCW, Interlocal Cooperation Act

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34>

RCW 39.34.080, Contracts to perform governmental activities which each contracting agency is authorized to perform

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34.080>

RCW 39.34.130, Transactions between state agencies – Charging of costs – Regulation by director of financial management

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34.130>

RCW 47.01.260, Authority of department

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.01.260>

Chapter 47.24 RCW, City streets as part of state highways

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.24>

RCW 47.24.020, Jurisdiction, control

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.24.020>

RCW 47.28.030, Contracts – State forces – Monetary limits – Small businesses, minority, and women contractors – Rules

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.28.030>

RCW 47.28.140, Highway, public transportation improvements, flood damage prevention – Cooperative agreements

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.28.140>

Chapter 47.40 RCW, Roadside improvement and beautification

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.40>

RCW 47.52.090, Cooperative agreements – Urban public transportation systems – Title to highway – Traffic regulations – Underground utilities and overcrossings – Passenger transportation – Storm sewers – City street crossings

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.52.090>

WAC 468-18-050, Policy on the construction, improvement and maintenance of intersections of state highways and city streets

<http://apps.leg.wa.gov/WAC/default.aspx?cite=468-18-050>

## 5.02 Agreement Preparation

### (1) **Standard Form Maintenance Agreements with Governmental Agencies<sup>3</sup>**

The standard form Maintenance Agreement is DOT Form 224-093 EF<sup>4</sup> – Maintenance Agreement, Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year).

#### (a) **Preparing and Processing the Standard Form Maintenance Agreement**

Upon receiving a request for an agreement, the Agreement Writer will:

1. Send the Maintenance Agreement Request<sup>5</sup> to the Agreement Originator.
2. Obtain the Federal Tax ID number from the governmental agency.
3. Review the material received from the requester to determine whether the standard form agreement language for maintenance will meet all requirements. If not, a nonstandard agreement must be written.
4. Prepare necessary exhibits, if any, including description of work, plans and/or vicinity maps, and itemized cost estimates, making sure nothing in the exhibits contradicts the text in the agreement. Agreement terms are not to be included in the exhibits. If additional terms of the agreement are necessary, a nonstandard agreement is required to cover the additional terms.
5. Obtain a General Maintenance (GM) Agreement number from the HQ Division of Accountability and Financial Services.
6. Complete the standard form agreement.

Note: If limited access is NOT a factor, step 7 is not necessary.

7. When limited access control is within the limits of the Maintenance Agreement, prior to executing the agreement, send an electronic draft<sup>6</sup> of the agreement with attachments and a completed Agreement Transmittal Checklist<sup>7</sup> to the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section, for review and to facilitate any necessary approvals by the HQ Design Office or the Federal Highway Administration (FHWA).

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<sup>3</sup>If with a private party, use a nonstandard Maintenance Agreement.

<sup>4</sup>See Exhibit 5-1.

<sup>5</sup>See Exhibit 5-2.

<sup>6</sup>All electronic drafts to Headquarters shall be in MS Word format or Filemaker Pro, except for exhibits such as plans. Estimates should be in a spreadsheet or editable equivalent.

<sup>7</sup>See Exhibit 5-4.

8. Prepare two original agreements, including exhibits, with blue manuscript backing.
9. Send unaltered originals for signature to the other party with a letter of transmittal.<sup>8</sup>
10. After receipt of signed originals from the other party, route the two originals to the region's delegated approval authority for WSDOT signature.
11. After receipt of signed originals from the region's approval authority, send one original back to the agency for its files with a letter of transmittal.
12. Send the WSDOT original along with a completed Agreement Edit Information form (DOT Form 130-005 EF)<sup>9</sup> to the HQ Division of Accountability and Financial Services.
13. Send one copy of the original executed agreement along with a completed copy of the Agreement Edit Information form (DOT Form 130-005 EF)<sup>10</sup> to the HQ Agreements Unit.
14. Distribute either hard copies or electronic copies of the executed original agreement to the following:
  - Agreement Manager
  - Area Maintenance Office
  - Agreement Writer's file
  - Region Accounting Office (if money is involved)
  - Project Engineer (if the agreement is project-related)
  - Other offices as appropriate

## **(2) Nonstandard Agreements and Templates<sup>11</sup>**

The use of a nonstandard agreement format requires review by the HQ Agreements Unit. The HQ Agreements Unit will, upon completion of review and coordination with the region for any modifications, submit the agreement to the Attorney General's Office (AGO) for review and approval as to form.

### **(a) Preparing and Processing the Nonstandard Maintenance Agreement**

Upon request for an agreement, the Agreement Writer will:

1. Send the Maintenance Agreement Request<sup>12</sup> to the originator.

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<sup>8</sup>See [Exhibit 5-3](#).

<sup>9</sup>See [Exhibit 5-5](#).

<sup>10</sup>See [Exhibit 5-5](#).

<sup>11</sup>A template for the "Signal and Illumination Maintenance Agreement" is available through the HQ Agreements Unit or region agreements staff.

<sup>12</sup>See [Exhibit 5-2](#).

2. Obtain the Federal Tax ID number from the public or private party.
3. Prepare the draft Maintenance Agreement with necessary exhibits, if any, including a description of work, plans and/or vicinity maps, and itemized cost estimates, making sure nothing in the exhibits contradicts the agreement text or other exhibits.
4. Obtain a GM Agreement number from the HQ Division of Accountability and Financial Services.
5. Send an electronic draft<sup>13</sup> with exhibits and a completed Transmittal Checklist<sup>14</sup> to the HQ Agreements Unit for review (see [Chapter 3](#)).
6. When the review by the HQ Agreements Unit has been completed (see [Chapter 3](#)), the region can send the draft agreement to interested internal parties, such as the Area Maintenance Office, and then to the local agency for review.<sup>15</sup> The region can then request that the HQ Agreements Unit forward the agreement to the Attorney General's Office (AGO) for review and approval as to form. Typically, when all issues between Headquarters and the region are resolved, Headquarters will submit the agreement to the AGO.
7. If approved as to form, the AGO will print and sign two original agreements, less exhibits, and return them to the HQ Agreements Unit.
8. Headquarters will package the two originals with exhibits (if any) and return them to the region's Agreement Writer for final processing and execution by the WSDOT approval authority and all other parties to the agreement.<sup>16</sup>
9. Upon final execution, send one original, with a cover letter, back to the requesting party(ies) for its files.
10. Return the WSDOT fully executed original, with one reproduced copy and a completed Agreement Edit Information form (DOT Form 130-005 EF)<sup>17</sup> to the HQ Agreements Unit. The HQ Agreements Unit will forward the original, along with the completed Agreement Edit Information form and any other related information to the HQ Division of Accountability and Financial Services. The name on the Agreement Edit Information form should be the Maintenance Superintendent's name. Check with the Area Maintenance Office to see which organization code number should be used.

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<sup>13</sup>All electronic drafts to Headquarters shall be in MS Word format, except for exhibits such as plans. Estimates should be in a spreadsheet or editable equivalent.

<sup>14</sup>See [Exhibit 5-4](#).

<sup>15</sup>If the agreement is provided to the other party prior to AGO review, it should be emphasized that the agreement is subject to change by the WSDOT Assistant Attorney General (AAG).

<sup>16</sup>Typically, WSDOT signs the agreement last.

<sup>17</sup>See [Exhibit 5-5](#).



11. Hard copies or electronic copies of the executed nonstandard agreement are distributed to the following:
  - Agreement Manager
  - Area Maintenance Office
  - Agreement Writer (for the files)
  - Region Accounting Office (if money is involved)
  - Project Engineer (if agreement is project-related)

### **(3) Leases vs. Maintenance Agreements**

In some instances, leases are to be used in lieu of Maintenance Agreements. The two most common situations involve trails and park & ride lots.

#### **(a) Trails**

Trails and related structures, such as pedestrian bridges, that are constructed within state right of way typically fall under two categories:

##### **1. Trails Related to State Highway Projects**

These may include trails constructed at state expense as part of project mitigation activities or for safety purposes where the state owns the trail facility. In these situations, a Maintenance Agreement should be used when another entity will be maintaining or operating any portion of the state-owned trail facility within WSDOT right of way.

##### **2. Trails Related to Another Governmental Entity's Projects**

These include trails or related facilities constructed either by the other governmental entity or constructed by WSDOT at the other governmental entity's expense, where the other governmental entity's trail will be located on state-owned right of way. Under this scenario, a trail lease must be written granting the other entity the right to occupy WSDOT property and operate and maintain the trail. A Construction Agreement is written to cover actual construction of the trail facility. The trail lease should be executed prior to or at the same time the Construction Agreement is executed. It is important to note that a non-WSDOT trail cannot be constructed on state-owned right of way unless it either (1) materially increases motor vehicle safety by separating pedestrian/bicycle/equestrian traffic from motor vehicles or (2) is part of a comprehensive trail plan adopted by federal, state, or the local governmental entity proposing the trail. Reference the following:

- Chapter 47.30 RCW, Trails and paths  
⌘ <http://apps.leg.wa.gov/RCW/default.aspx?cite=47.30>
- RCW 47.12.120, Lease of unused highway land or air space  
⌘ <http://apps.leg.wa.gov/RCW/default.aspx?cite=47.12.120>

**(b) Park & Ride Lots**

A lease (referred to as a “Cooperative Agreement”) is written by HQ Real Estate Services for the purpose of assigning maintenance and/or operational responsibilities for a WSDOT park & ride lot to a transit agency or local governmental agency. A lease is used in this case because a park & ride lot is not part of an operating highway.

**5.03 When Local Agency Writes Maintenance Agreement**

Typically, WSDOT writes all agreements that deal with department performance or work within state right of way. However, there are parties that request or require the use of their own agreement forms or formats, such as federal agencies. In these cases, WSDOT will review their requests to ensure that all state requirements are met and needed information is provided. These agreements will require the same review and approval process as nonstandard agreements.

**5.04 Coordination With Region Maintenance Superintendents**

For WSDOT region Maintenance Agreements, it is essential that Maintenance Superintendents be contacted for input prior to preparing the agreements or conducting negotiations with the other party.

Ensure the agreements address the frequency or scheduling of maintenance. Consult the Maintenance Superintendent about the following types of questions:

- How often should the parking lot be swept?
- How often does a catch basin need to be maintained?

For documentation and ease of access, it is encouraged that an electronic copy of the executed Maintenance Agreement be kept in the region database.

**5.05 References**

Chapter 47.24 RCW, City streets as part of state highways

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.24>

WAC 468-18-050, Policy on the construction, improvement and maintenance of intersections of state highways and city streets

<http://apps.leg.wa.gov/WAC/default.aspx?cite=468-18-050>

*Design Manual*, M 22-01, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M22-01.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-01.htm)

*Maintenance Manual*, M 51-01, WSDOT

 <http://www.wsdot.wa.gov/Publications/Manuals/M51-01.htm>

1997 Guidelines: Memorandum, E. R. Burch, May 18, 1997, City Streets as Part of State Highways, Final Report, April 30, 1997<sup>18</sup>

*Right of Way Manual*, Chapter 11, M 26-01, WSDOT

 <http://www.wsdot.wa.gov/Publications/Manuals/M26-01.htm>

## **5.06 Exhibits**

[Exhibit 5-1](#) – Standard Form Maintenance Agreement

[Exhibit 5-2](#) – Maintenance Agreement Request

[Exhibit 5-3](#) – Letter of Transmittal

[Exhibit 5-4](#) – Agreement Transmittal Checklist

[Exhibit 5-5](#) – Agreement Edit Information Form

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<sup>18</sup> The threshold population within a city that serves as the basis for assignment of certain maintenance responsibilities between WSDOT and a city was changed in [RCW 47.24.020](#) from 22,500 to 25,000. This higher number should also be applied to applicable sections of these guidelines.



|  |                            |                  |
|--|----------------------------|------------------|
| <b>Maintenance Agreement</b><br><br>Work by WSDOT<br>for Other State, Federal,<br>and Local Governmental<br>Agencies<br>(Total Cost of Agreement<br>May Not Exceed \$50,000 Per<br>Year) | Agency and Billing Address | Agreement Number |
|  | Contact Name/Phone #       |                  |
|  | Federal Tax ID #           |                  |
|  | Estimated Costs            |                  |
| Description of Work  |                            |                  |

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the WSDOT has agreed to perform certain work as described above,

NOW THEREFORE, pursuant to chapter 39.34 RCW, IT IS HEREBY AGREED AS FOLLOWS:

#### 1. GENERAL

- 1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the AGENCY.
- 1.2 The AGENCY agrees, in consideration of the faithful performance of the above described work to be done by the WSDOT, to reimburse the WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

#### 2. PAYMENT

- 2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.

- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.
- 2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

DOT Form 224-093 EF  
Revised 5/09

### Standard Form Maintenance Agreement Exhibit 5-1

**3. INCREASE IN COST**

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the AGENCY of increased costs as they become known.

**4. RIGHT OF ENTRY**

4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

**5. TERMINATION CLAUSE  
(Check the Appropriate Box Below)**

- 5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the AGENCY for work completed by the WSDOT as of the effective date of termination.
- 5.2 This Agreement will terminate upon completion of the work described herein.

**6. DISPUTES AND VENUE**

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the AGENCY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

**7. MODIFICATION**

7.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

| REQUESTING AGENCY | WASHINGTON STATE<br>DEPARTMENT OF TRANSPORTATION |
|-------------------|--|
| By:               | By:  |
| Printed:          | Printed:   |
| Title:            | Title:   |
| Date:             | Date:  |

**Standard Form Maintenance Agreement  
Exhibit 5-1 (continued)**

### GENERAL MAINTENANCE AGREEMENT REQUEST

Please review the outline below. This is the information we need to get started on a GM Agreement.

If you have questions, contact:

**(Agreement Writer's name and contact information here)**

Prior to applying for a Maintenance Agreement, be sure you have discussed the agreement with the applicable maintenance office. It is vital that they know and agree with the maintenance issues that will be covered in the agreement.

**Please provide the following information:**

1. Name of person requesting agreement (your name). If related to the WSDOT project, include your Project Engineer's name. Include mail stop, organization code number, and phone numbers.
2. If applicable, include WSDOT project name, description, ad date, and WIN/PIN. Provide the charge number (work order) to use while developing and processing this agreement.
3. State Maintenance Superintendents typically manage GM Agreements once they are executed. Identify who you have worked with in Maintenance regarding the details of the agreement. You need to make sure that state maintenance staff have knowledge of and agrees with the need for the agreement.
4. Why is the maintenance agreement needed? Typically, RCWs and WACs clearly separate the duties of WSDOT and local agencies. If the regulations already cover a specific situation, a GM Agreement would not be needed. If both the state and local agency want something other than what is provided by RCW/WAC, then a GM Agreement is needed.
5. What is the nature of the work to be done? Cut the grass? Control the signal? Change the light bulbs in the illumination system?
6. Who is doing the maintenance? State or local agency/private party? Are there shared responsibilities between state and agency/private party? Please elaborate.
7. When is maintenance needed? The agreement may need to discuss criteria of frequency and/or establish levels of performance.
8. Are there costs to either party? Some GM agreements are no cost, and some will require the state to pay or receive monies from the other party. How is payment determined? Please provide an estimate of costs. If there is a cost, Maintenance *and* Program Management need to be notified. No secure funding may mean no agreement.
9. Provide details of the agreement. Where is this maintenance to occur? What are the limits of the responsibility? Is work within limited access? (If so, FHWA may need to review/approve.) Please include in your request:
  - One (1) copy of WSDOT **RW plan sheet(s)** with the area(s) highlighted.
  - A **vicinity map** in 11 x 17 format.
  - Contract plans may also be needed to identify specific features.

**Note:**

Send a memo initialed by the Project Engineer or the Assistant Project Engineer with the above information to start the agreement process.

**Maintenance Agreement Request**  
*Exhibit 5-2*



# Letter of Transmittal

From:

Date:

To:

Subject:

Attention:

**We are transmitting the following:**

| Copies | Description |
|--------|-------------|
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |

**These are transmitted:**

- For Your Information
- For Review and Comment
- Resubmit
- Other(*Specify below*): \_\_\_\_\_
- For Action
- For Signature
- Correct and Return
- \_\_\_\_\_
- For Approval
- Per Your request
- Attach Material
- \_\_\_\_\_

**Comments:**

|           |       |
|-----------|-------|
| Signature | Title |
|-----------|-------|

Distribution: White (Original) -  
 Canary (Copy) -  
 Pink (Copy) - Project Engineer

DOT Form 230-034 EF  
 Revised 6/2002

**Letter of Transmittal**  
*Exhibit 5-3*

### Agreement Transmittal Checklist

**This checklist should be completed and accompany all agreements submitted for review and/or approval by the HQ Utilities, Railroad, and Agreements Section.**

1. Agreement #: \_\_\_\_\_ Amendment #: \_\_\_\_\_ SR #: \_\_\_\_\_ CS #: \_\_\_\_\_
2. Section: \_\_\_\_\_
3. Work Order or Contract #: \_\_\_\_\_  
Project Identification (PIN #) if applicable: \_\_\_\_\_
4. Advertisement & Award by: HQ  Region  N/A  AD Date \_\_\_\_\_
5. SR Milepost Range of Work: From \_\_\_\_\_ To \_\_\_\_\_
6. Federal Employee Identification No. of Agency: \_\_\_\_\_ OR  
Social Security No. of Individual: \_\_\_\_\_
7. Yes  No  Rush (Standard Processing Unless Justified)?  
Justification for Rush: \_\_\_\_\_
8. Yes  No  N/A  State Funding Involved?  
Highway Program Category: \_\_\_\_\_  
If Yes: I  P  M2  Q  OTHER
9. Yes  No  N/A  Federal Funds Involved?  
If Yes, Federal-Aid #: \_\_\_\_\_
10. Yes  No  Agreement Edit Information Form Attached?
11. Yes  No  N/A  Indirect Cost Rate (Administrative Overhead) Included?  
If No, Reason: \_\_\_\_\_
12. Yes  No  N/A  Statement Recognizing Proration of Mobilization,  
Engineering Added to Cost Estimate (if Appropriate)?
13. Yes  No  N/A  Change Order Attached if Work is Under State Contract?  
If Yes, Change Order #: \_\_\_\_\_
14. Yes  No  N/A  Advance Payment Amount Included for State Work?  
If No, Reason: \_\_\_\_\_
15. Other Comments or Additional Information: \_\_\_\_\_

### Agreement Transmittal Checklist Exhibit 5-4





## Agreement Edit Information

*Return this form and original executed agreement to HQ Accounting Services*

|   |   |   |
|---|---|---|
| Agreement Review<br><input type="radio"/> Region Approved and Executed<br><input type="radio"/> HQ Agreement Review Transmittal Required  | <b>Agreement Number</b>   | <b>Supplement Number</b>                                      |
| Agreement Retention<br><input type="radio"/> Retain Agreement for six (6) years after closure<br><input type="radio"/> Retain Agreement for Twenty-Five (25) years after closure<br><input type="radio"/> Agreement requires permanent retention (75 years) | Agreement Manager   | Region  |
| Payor/Payee Name and Address  | Org. Code   | All Reports will be sent to this Organization Number          |
|   | Start Date  | Vouchers will not be paid for work performed before this date |
| Federal Employer ID Number <b>OR</b> Social Security Number   | End Date  | Vouchers will not be paid for work performed after this date  |
| Project Title   |   |   |
| Project Description   |   |   |
| <b>Payable Agreement</b><br>Work by Others to be PAID by WSDOT  | <b>Reimbursable Agreement</b><br>Work by WSDOT to be REIMBURSED by OTHERS |   |
| Maximum Amount Payable  | Amount Reimbursable to WSDOT  |   |
| Management Reserve Fund (Funds setup when requested)  | Reciprocal Overhead Agreement Number (If applicable)                      |   |
| Allowed Overrun Percent   | Allowed Overrun Percent   |   |
| Preparer's Signature  | Date  | Phone   |

DOT Form 130-005 EF  
Revised 10/2008

**Agreement Edit Information Form**  
*Exhibit 5-5*

- 6.01 Introduction
- 6.02 Agreement Preparation
- 6.03 Standard Form Local Agency Haul Road/Detour Agreement  
(DOT Form 224-014 EF)
- 6.04 References

### 6.01 Introduction

A Haul Road/Detour Agreement is an agreement with a local agency to designate a county road or city street as a haul road or detour route when needed for a WSDOT highway project. WSDOT may or may not incur any costs associated with the use of these roads and/or streets.

#### **(1) When to Use a Haul Road/Detour Agreement**

Haul Road/Detour Agreements are required when:

- (a) WSDOT work requires traffic to be detoured from the state highway onto a local agency road and eventually back onto a state highway; or
- (b) A WSDOT highway project requires the use of a particular local agency road for hauling materials or waste and all of the following apply:
  1. The local road does not have adequate structural strength<sup>1</sup> or geometry to sufficiently accommodate the required haul;
  2. The local road does not normally experience significant truck traffic; and
  3. The specified local agency road is not part of an already designated roadway network to or from a commercially available pit or waste site.

#### **(2) Securing Permits/Approvals**

Regardless of whether a Haul Road/Detour Agreement is used, WSDOT's contractor is responsible for securing any necessary local permits or approvals for hauling operations that exceed legal limits or result in some other variance from local requirements.

When WSDOT proposes to use a local agency roadway as a haul road or detour road, the process to allow WSDOT to use the roadway is determined between the department and the local agency. Different options may be available depending on variables such as the policies of the local agency, condition of the facility, duration of WSDOT's use, or volume of proposed traffic. In some cases, it may be possible to use a local agency-issued permit instead of a more formal Haul Road/Detour Agreement.

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<sup>1</sup>The proposed haul is more than 30% of the calculated Equivalent Single Axle Load (ESAL) strength of the road section.

In general, the less formal permit approach should be used for smaller projects where the impact to the local agency road and duration of use is relatively low. Haul Road/Detour Agreements not only establish a right for WSDOT to use a particular local agency road for a project, but they also include language that clearly establishes responsibilities and limits risk for both parties.

## **6.02 Agreement Preparation**

### **(1) Considerations**

The Project Manager should consider all potential impacts to the local agency road and related costs to the project prior to contacting a local agency to propose using a local agency roadway for haul road or detour purposes. Additionally, the region Highways & Local Programs Office should be consulted to discuss the particular local agency policies prior to establishing a haul road or detour road.

#### **(a) Before Writing the Agreement**

The following questions should be answered or considered before writing a Haul Road/Detour Agreement:

1. What are all the available roadways that can be used as a detour or haul road, and what are the benefits to WSDOT and the impacts to the roads and/or community of each alternative?
2. What additional measures may be necessary for WSDOT to utilize the proposed detour or haul road? For example, is the existing roadway geometry sufficient to accommodate vehicles that would not normally use the roadway? Or, are traffic control devices adequate to accommodate projected increases in average daily traffic volumes?
3. Is the existing condition of the roadway adequate for a detour or haul road?
4. How will bicyclists and pedestrians be accommodated during use of the detour or haul road? Will any bicycle or community events occur during the project?
5. Considering all the different alternatives, what mitigation to the local agency may be required (either direct payment or cost of WSDOT-directed improvements) and can it be accommodated in the budget?
6. Are there any other construction projects that conflict with the timing of the detour or haul road?
7. Are there prohibitions or restrictions on the use of any roadway or a portion of a roadway based on local laws or ordinances? For instance, some local agencies have roadway weight restrictions or prohibit certain types of vehicle brakes in residential neighborhoods.

## **(2) Communication**

Prior to meeting with the local agency to request use of a roadway for haul or detour purposes, be prepared with general project information, a preliminary concept of the detour or haul road, and possible mitigation needs.

If the local agency requests mitigation, the Project Manager should ensure the mitigation is reasonable and the project stays within designated funding limits.

### **(a) Documentation**

When coordinating a possible haul road or detour with the local agency, discuss the types of documentation needed for the project. Whenever possible, the WSDOT standard form Local Agency Haul Road/Detour Agreement (DOT Form 224-014 EF) should be used (see [Exhibit 6-1](#)). If the local agency's permit or agreement form is to be used, ask for it electronically so the Project Manager can review the permit or agreement terms and conditions.

The Local Agency Haul Road/Detour Agreement (see [Exhibit 6-1](#)) requires a joint inspection with documentation of the proposed haul or detour road condition prior to WSDOT use. Regardless of whether or not a WSDOT standard form agreement is used, a joint inspection should still be performed to document preexisting roadway conditions. If additional maintenance and operation costs are known in advance of WSDOT's use of the roadway, a nonstandard agreement should be used to set up the appropriate methods of tracking and paying for those costs.

Once it is known that a Haul Road/Detour Agreement will be used, documentation of the outcome of preliminary discussions with the local agency should be submitted as an initial request to the appropriate Agreement Writer. In general, the region offices that provide agreement support for Haul Road/Detour Agreements are as follows:

- **Olympic:** Local Programs
- **Northwest:** Local Agency and Developer Services
- **North Central:** Local Programs
- **Eastern:** Design Plans
- **South Central:** Utilities
- **Southwest:** Local Programs

## **(3) Standard or Nonstandard Agreement Format**

If it is acceptable to the local agency to use an agreement proposed by WSDOT, the Agreement Writer and the Project Manager should determine whether the Local Agency Haul Road/Detour Agreement (see [Exhibit 6-1](#)) can be used. Depending on the complexity of the detour or haul road's impacts and associated mitigation measures, it may be necessary to prepare a

nonstandard agreement. The following guidance should be used to complete the standard form agreement. When preparing a nonstandard agreement, the following will also be required, but might need more extensive explanations, depending upon a local agency's requirements.

(a) **Agreement Number**

Agreement numbers for Haul Road/Detour Agreements consist of an "HR," followed by the region designator, a hyphen, and a four-digit number; for example, HR1-0162, which is Haul Road/Detour Agreement Number 162 in the Northwest Region. (See [Chapter 1](#) for a list of region designators.)

(b) **State Route Number**

Enter the state route number that the WSDOT contract is associated with.

(c) **Control Section Number**

This information is needed to track any funding expended. The specific control section can be obtained in the State Highway Log.

(d) **Region**

Use the drop-down menu to input the region.

(e) **Intended Use**

Input either haul road or detour based on the intended roadway use.

(f) **Vehicle Restrictions**

The local agency should identify whether any restrictions are in place due to freeze-thaw, ordinances, or other reasons.

(g) **Organization and Address**

Input the local agency's name and mailing address.

(h) **Section/Location**

If this is related to a WSDOT project, input the title of the project. Include the work order number and milepost information if available.

(i) **Description of Roads or Streets**

Input the names of the local agency roads or streets associated with the detour or haul road. A common alternative is to make a reference to Exhibit A. This information should include sufficient maps, plans, and a signing plan to show the detour or haul road. The duration of and schedule for the detour or haul road should be included in the description.

## **6.03 Standard Form Local Agency Haul Road/ Detour Agreement (DOT Form 224-014 EF)**

### **(1) Inspection Prior to Use of the Detour or Haul Road**

Section II of the standard form agreement requires WSDOT and the local agency to conduct a joint inspection of the current conditions of the detour or haul road prior to WSDOT use. A memorandum of record will be prepared to identify existing conditions of the detour or haul road and to record the normal maintenance operations carried out on the sections of roadways by the local agency.

### **(2) Maintenance and Operation**

In accordance with Section III of the standard form agreement, WSDOT is responsible for the cost of additional maintenance and operation to the detour or haul road caused by WSDOT's project. The need for additional maintenance on the roadway is determined relative to the road condition inspection and assessment conducted in accordance with Section II of the standard form agreement.

#### **(a) Programming Additional Funds**

If, during the early development of the project, it is determined that long-term use of a local agency's roads or streets is needed for a detour or haul road, additional funding will need to be set up in the construction program. The amount of additional funding will need to be determined based on length of use, amount of additional traffic, type of vehicular traffic, and current condition of the route.

Communication with the local agency early in the development of the project will help develop a cost. A lump sum payment to the local agency may be an option when the local agency has in its plans a future overlay for the section of roadway being used as a detour or haul road. When using a lump sum payment, you must provide a detailed estimate of how the amount was determined.

### **(3) Following Use of the Haul Road or Detour**

In accordance with Section IV of the standard form agreement, WSDOT and the local agency will conduct a joint inspection upon completion of use as a detour or haul road to determine its condition. Any maintenance and/or repairs will be based on the current condition of the roadway, taking into account the initial inspection memorandum of record made under Section II of the standard form agreement.

## 6.04 References

WAC 468-18-030, Policy governing use of county roads as haul roads on state highway projects

 <http://apps.leg.wa.gov/WAC/default.aspx?cite=468-18-030>

*Construction Manual*, M 41-01, WSDOT

 [www.wsdot.wa.gov/Publications/Manuals/M41-01.htm](http://www.wsdot.wa.gov/Publications/Manuals/M41-01.htm)

*Design Manual*, M 22-01, WSDOT

 [www.wsdot.wa.gov/Publications/Manuals/M22-01.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-01.htm)

*Plans Preparation Manual*, M 22-31, WSDOT

 [www.wsdot.wa.gov/Publications/Manuals/M22-31.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-31.htm)



|  |                        |                                 |
|--|------------------------|---------------------------------|
| <b>Local Agency<br/>Haul Road/Detour<br/>Agreement</b> |                        | Organization and Address        |
| Agreement Number                                       |                        | Section / Location              |
| State Route Number                                     | Control Section Number |                                 |
| Region   |                        | Description of Roads or Streets |
| Intended Use (Haul Road or Detour Road)                |                        |                                 |
| Vehicle Restrictions                                   |                        |                                 |
|  |                        |                                 |

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

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**I**

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

**II**

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

**III**

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

**IV**

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

**V**

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

**VI**

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

**Local Agency Haul Road/Detour Agreement  
Exhibit 6-1**



**VII**

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

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

**LOCAL AGENCY**

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Local Agency Haul Road/Detour Agreement  
Exhibit 6-1 (continued)**

- 7.01 Introduction
- 7.02 Agreement Preparation and Management
- 7.03 Turnback Agreement Request
- 7.04 Nonstandard Agreements
- 7.05 References
- 7.06 Exhibits

### 7.01 Introduction

Turnback Agreements are used to facilitate the transfer of state highway right of way<sup>1</sup> from the Washington State Department of Transportation (WSDOT) to a local agency for highway purposes. Actual transfer of the right of way occurs through a quitclaim deed.<sup>2</sup> The Turnback Agreement specifies the portion of right of way to be conveyed, any necessary work or improvements to the right of way that must be completed, interim maintenance obligations, and other necessary details of coordination between WSDOT and the local agency prior to conveyance of the right of way. If a quitclaim deed is required by the Turnback Agreement, it must be provided to the local agency no later than twelve (12) months after the date of issuance of the “Notification of Transfer of Maintenance and Operations” letter, described in [7.02\(1\)\(c\)](#).

When a Turnback Agreement is associated with a WSDOT highway project, coordination between WSDOT and the local agency should begin early in the design process and should be completed prior to advertisement of the project.

#### **(1) Turnback Agreement vs. Route Jurisdiction Transfer**

Each state route is legislatively established under [chapter 47.17 RCW](#), which includes a description of the general route of each highway. When a proposed change to a state route requires a corresponding change to the statutory description of the state route in [chapter 47.17 RCW](#), the turnback process is not used. Instead, the proposal must go through the Route Jurisdiction Transfer (RJT) process. (See Secretary’s [Executive Order E 1020](#) for more information on the RJT process.)

When projects or proposals involve relinquishing or abandoning portions of a state route where the highway alignment changes significantly, the statutory description of the state route under [chapter 47.17 RCW](#) must be reviewed to determine whether the RJT process is required.

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<sup>1</sup>Right of way includes any encumbrances such as easements within the right of way.

<sup>2</sup>A legal document that conveys an interest in land from one person or entity to another.

## **(2) When to Use a Turnback Agreement vs. a Construction Permit**

Whether to use a Turnback Agreement or a construction permit will depend on property ownership. In general, WSDOT must obtain a construction permit from a local agency when performing work in areas owned by the local agency (see [Exhibit 7-1](#) for an example). Many local agencies have their own application forms and permit processes that take considerable time and effort. When a construction permit is needed, the Design PE must investigate the permit process and requirements early in the project and incorporate them into the project schedule.

The following sections summarize situations where Turnback Agreements are used and provide guidance on when to use either a Turnback Agreement or construction permit depending on property ownership.

### **(a) For work within unincorporated county limits (for both managed and limited access facilities<sup>3</sup>):**

1. When right of way is acquired by WSDOT from a third party (a party other than the county), and a portion of that right of way will be used to improve a county roadway or otherwise result in a new facility that will be maintained or operated by a county, a Turnback Agreement is used to facilitate the transfer of the highway portion of the right of way to the county by a quitclaim deed. The nonhighway portion, or “uneconomic remainder,”<sup>4</sup> is considered surplus property and is not to be included as part of the Turnback Agreement.
2. Construction permits are used for work performed by WSDOT within a county’s existing right of way ownership.

### **(b) For work on a state limited access highway located in a city:**

1. Upon completion of construction of a limited access highway within a city or town, WSDOT may relinquish to the city any improvements constructed as a functional part of the limited access facility that will be maintained and/or operated by the city. This includes any new right of way acquired by WSDOT as part of a limited access facility or portions of existing city streets that will be located within limited access hachures. All highway property to be relinquished to a city or town that is part of the limited access plan is required to be conveyed

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<sup>3</sup>Limited access facilities: Highways (public roadway system) controlled by acquiring the abutting property owners’ access rights (rights of ingress and egress), which include all existing, future, and potential rights of access, light, view, and air. The state owns access after purchase. The highway may be further distinguished as having full, partial, or modified access control. Access control is not to be transferred as a part of a Turnback Agreement involving limited access facilities (see also [chapter 47.52 RCW](#)).

<sup>4</sup>Uneconomic remainder is that portion of acquired property that is not used for roadway purposes. (See definition in [Chapter 1](#) for more information.)

to the city or town by deed. In such cases, a Turnback Agreement is used to facilitate the transfer of that portion of the right of way to the city. While areas within limited access control boundaries may be included within a Turnback Agreement, all limited access control must remain with the state (see [RCW 47.52.210\(2\)](#)).

2. Construction permits are used for work performed by WSDOT within a city's existing right of way ownership. It should be noted that construction permits are **not** required for work within WSDOT-owned right of way, including any portions located outside of hachured limited access limits.

**(c) For work on a city street that is also part of a state highway (managed access facility):**

1. When additional right of way is being acquired from a third party (a party other than the city) inside incorporated city limits for a managed access facility, that portion of the right of way used for highway purposes is automatically vested in the city pursuant to [RCW 47.24.020\(15\)](#).<sup>5</sup> In such cases, a Turnback Agreement is not needed; however, the city should be contacted as early as possible and advised of any property that will be vested in the city by law. Once the highway project has been completed, written notification should be provided to the city stating that title to the new portions of city street/state highway has vested in the city and that assignment of jurisdiction, control, and duties between WSDOT and the city regarding the city street/state highway is pursuant to [RCW 47.24.020](#) and the current Guidelines for City Streets as Part of State Highways. (See [Exhibit 7-2](#) for an example of a notification letter.)

Only right of way that is located within the city street/state highway managed access limits automatically vests in the city pursuant to [RCW 47.24.020\(15\)](#). Any property purchased by WSDOT that is outside the managed access limits must be transferred to the city by deed. A Turnback Agreement should be used to facilitate this transfer of right of way to the city.

2. When no additional right of way is required, a construction permit will be required to perform work within a city's existing right of way, except for those portions of roadway the state is already responsible for pursuant to [RCW 47.24.020](#).

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<sup>5</sup>This acquired property should be identified on the right of way plan with the following note: "Upon acquisition, title to vest in the city per [RCW 47.24.020 \(15\)](#)."

(d) **For existing state highways or portions of existing state highways that are no longer needed as such:**

1. Turnback Agreements may be used<sup>6</sup> to facilitate the transfer of abandoned state highway right of way to the city or county in which the highway is located pursuant to [RCW 36.75.090](#).

## 7.02 Agreement Preparation and Management

### (1) *Roles and Responsibilities*

The Turnback Agreement process requires the coordination of many offices. The general process and responsibilities for the different steps are described below; however, responsibilities for specific steps may be assigned to other offices depending on region practices.

#### (a) **Design Project Engineer (PE)**

Negotiation/coordination with counties, cities, and towns (local agencies) is as follows:

1. The Design PE must negotiate the design elements of the project within the turnback area and/or construction permit limits with the affected local agency early in the design decisions stage. The improvements within the turnback area and/or within the construction permit limits should be designed and constructed to the local agency standards as long as they meet AASHTO requirements. For more information, refer to the Master Deliverables List (MDL).
2. The negotiated design elements that are specified in a Turnback Agreement include, but may not be limited to, the following:
  - Roadway geometry
  - Illumination
  - Utility (underground or overhead) installations or changes
  - Landscaping
  - Drainage facilities (ponds, swales, and so on)
  - Sidewalk
  - Traffic control devices and appurtenances
  - Guardrail
  - Surface pavement
  - Maintenance responsibilities

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<sup>6</sup>Turnback Agreements may be used in lieu of the certification process outlined in [WAC 468-30-070](#) and [WAC 468-30-075](#).

3. The outcome of negotiations on design elements and the local agency's concurrence with the design must be documented in writing by the Design PE. Make a written record of all meetings, including who from the local agency attended, what items were discussed, and what design elements, if any, were agreed upon. Local agency concurrence is required for any design changes that occur as the design progresses.
4. The approved right of way/limited access plans must be used as Exhibit A to the Turnback Agreement.
5. Request a Turnback Agreement from the appropriate region office that writes agreements.
6. Upon execution of the agreement, provide the Construction PE with documentation of the local agency's written concurrence of the design elements associated with the Turnback Agreement.

**(b) Agreement Writer**

WSDOT's general "Agreement Writer" process is described in [Chapter 3](#). The "Turnback Agreement Writer" process closely resembles the general process, but requires additional coordination with Headquarters (HQ) Real Estate Services and the HQ Right of Way Plans Office.

1. Upon receipt of the initial request from the Design PE's Office, send a Turnback Agreement questionnaire (see [7.03](#)) to the requester.
2. Once all the requested information is received, issue an agreement number to the Turnback Agreement (see [3.04\(2\)\(a\)](#) in Chapter 3).
3. The Agreement Writer must review the material received from the Design PE's Office and determine whether the standard form Turnback Agreement (DOT Form 224-240 EF; see [Exhibit 7-3](#)) language meets all requirements. If it does not, a nonstandard agreement must be written. (See [7.04](#) for different examples of nonstandard agreement needs.) Note that a standard form cannot be modified by merely changing the form's terms by use of an exhibit. If the terms need to be modified, a nonstandard agreement procedure must be used.
4. Draft the agreement according to the information received from the Design PE's Office, as described in [7.03](#).
5. Send an electronic draft copy of the agreement (preprinted standard form agreement only; see [Exhibit 7-3](#)) to HQ Real Estate Services for plan review (skip to [7](#) below for further steps in the process).

6. If the agreement is nonstandard or an altered standard form, the Turnback Agreement is sent to the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section for review, solicitation of review by HQ Real Estate Services, and to secure review and approval as to form by the Attorney General's Office (AGO). The HQ Agreements Unit will return two original copies with approval as to form by the AGO.
7. Make two originals of the agreement (standard form only).
8. Send the two original agreements, with a cover letter, to the local agency for signature.
9. Receive both signed originals of the agreement from the local agency.
10. Obtain signature and date by the WSDOT approval authority.
11. Prepare a cover letter and return one fully executed **original** agreement to the local agency.
12. Send the second fully executed **original** agreement to:
  - HQ Real Estate Services, if standard form
  - HQ Agreements Unit, if nonstandard
13. Send a **reproduced** copy of the agreement to the Construction PE's Office. The Agreement Writer should also ensure that the Construction PE is aware of the roles and responsibilities of the Construction PE in the Turnback Agreement process as listed under [7.02\(1\)\(c\)](#) below.
14. Send reproduced **copies** of the executed agreement to the following:
  - Design PE's Office
  - HQ Real Estate Services (nonstandard)
  - Region Right of Way Plans Office
  - HQ Agreements Unit (standard form)
  - Construction PE's Office (if a Construction PE has been assigned)

(c) **Construction Project Engineer (PE)**

The following steps occur during the project construction phase and are therefore presented below as being the responsibility of the Construction PE's Office. Some of the steps may be assigned to other offices depending on specific region practices.

1. Review all Turnback Agreements and other written information associated with the project to determine the actions for which the Construction PE will be responsible.

2. Obtain local agency contact information from the Design PE or region Local Programs Engineer or Agreement Writer.
3. If unknown, contact the local agency to get the main contact names for construction and emergency/safety issues.
4. Contact the Design PE to verify whether all information has been received regarding Turnback Agreement(s).
5. Invite the local agency(ies) that are parties to the Turnback Agreement(s) to the Project Pre-Construction Conference.
6. Meet with construction project inspection staff to ensure WSDOT's understanding of its responsibilities related to the terms of the agreement, including what steps must be taken in the event of changes to the work within the turnback limits.
7. Changes to project design within a turnback area during the construction phase will require local agency concurrence prior to performing the work. Coordinate with the Agreement Writer if such changes require an amendment or supplement to the Turnback Agreement. An executed amendment or supplement for the changes or additions to the Turnback Agreement must be in place prior to performing the work.
8. Send project schedules and upcoming project deliverables to the local agency as appropriate.
9. Coordinate any necessary project inspection activities (walk-through) with the local agency pursuant to the terms of the Turnback Agreement.
10. Prepare and send a "Notification of Transfer of Maintenance and Operations" letter to the local agency (see example in [Exhibit 7-4](#)) pursuant to the terms of the Turnback Agreement. Send a copy of that letter to the Agreement Writer.
11. Send a request to HQ Real Estate Services to process the deed. Include a reproduced copy of the executed Turnback Agreement and the Notification of Transfer of Maintenance and Operations letter (see [Exhibit 7-4](#)).

Note: The Construction PE may be required to assist the HQ Real Estate Services Property Management Section in deed processing if questions arise. A quitclaim deed should be issued within one year of the Notification of Transfer of Maintenance and Operations letter.



**(d) HQ Real Estate Services**

Upon receipt of the executed Turnback Agreement and the Notification of Transfer of Maintenance and Operations letter by HQ Real Estate Services from the region (Construction PE's Office), HQ Real Estate Services shall verify that all necessary right of way has been acquired and that the plan revision matches the agreement. The quitclaim deed is prepared, signed, and recorded. (See Chapter 11 of the *Right of Way Manual* for more information.)

**7.03 Turnback Agreement Request**

When requested by a project design office to write a Turnback Agreement, the Agreement Writer should submit a questionnaire to the project design office that includes the following general questions. This will assist in determining whether a standard form Turnback Agreement can be used or a nonstandard agreement is required.

- The design office contact information, including the individual initiating the request and the design team leader.
- WSDOT project title, including “WIN” or “PIN” title and any other titles.
- Work Order (as in 0L, XL, or other), WIN number(s), PIN numbers(s), and Control Section (four digits only).
- A brief description of the whole project.
- Approved right of way/limited access plan sheets identifying the turnback areas.
- A brief description of the work in the turnback area: channelization, widening, drainage, electrical, and so on. After construction is completed, what physical features will be conveyed to the local agency?
- The name and contact information of the primary local agency contact for the agreement negotiation.
- Any known negotiated terms between WSDOT and the local agency, such as specific design features; inspection, acceptance and approval processes; maintenance obligations, and so on.
- Whether any state facilities will remain on the turned back right of way.

When providing this questionnaire\* to the project design office that has requested the Turnback Agreement, the Agreement Writer should also ensure that the Design PE is familiar with the roles and responsibilities of the Design PE in the Turnback Agreement process listed in [7.02](#).

*\*This questionnaire may be informal and sent electronically.*

## 7.04 Nonstandard Agreements

A nonstandard Turnback Agreement must be developed when the standard form agreement is not consistent with the turnback needs or the terms negotiated with the local agency. The nonstandard agreement must be reviewed and approved by the HQ Agreements Unit as well as the Attorney General's Office (AGO). Examples of when nonstandard Turnback Agreements are needed include:

- Transferring WSDOT right of way to another agency other than the city or county.
- Whenever monies and or additional improvements<sup>7</sup> have been negotiated to facilitate the transfer.
- Whenever any other negotiated terms are not covered in the standard form agreement.

## 7.05 References

RCW 36.75.090, Abandoned state highways

<http://apps.leg.wa.gov/RCW/default.aspx?cite=36.75.090>

Chapter 47.17 RCW, State highway routes

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.17>

RCW 47.24.020(15), Jurisdiction, control

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.24.020>

RCW 47.52.210, Property title designation upon construction of limited access highways

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.52.210>

WAC 468-18-040, Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings

<http://apps.leg.wa.gov/WAC/default.aspx?cite=468-18-040>

WAC 468-30-070, Procedure for transfer of abandoned state highways to counties

<http://apps.leg.wa.gov/WAC/default.aspx?cite=468-30-070>

WAC 468-30-075, Procedure for transfer of abandoned state highways to cities and towns

<http://apps.leg.wa.gov/WAC/default.aspx?cite=468-30-075>

*Right of Way Manual*, M 26-01, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M26-01.htm](http://www.wsdot.wa.gov/Publications/Manuals/M26-01.htm)

WSDOT Secretary's Executive Order E 1020, Route Jurisdiction Transfers

<http://www.wsdot.wa.gov/docs/OperatingRulesProcedures/1020.pdf>

<sup>7</sup>This situation applies to older state improvements where a Turnback Agreement was never executed.

## 7.06 Exhibits

[Exhibit 7-1](#): Temporary Construction Permit

[Exhibit 7-2](#): Example Notification to Cities for Transfer of Right of Way Pursuant to RCW 47.24.020(15)

[Exhibit 7-3](#): Standard Form Turnback Agreement

[Exhibit 7-4](#): Example Notification of Transfer of Maintenance and Operations

\_\_\_\_\_ County

WSDOT

Temporary Construction Permit

WSDOT Project No.: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor, \_\_\_\_\_ COUNTY (Grantor), a political subdivision of the State of Washington, for MUTUAL BENEFITS, does hereby grant to the Grantee, the Washington State Department of Transportation (WSDOT), or its agents, contractors, or subcontractors, the right to use and occupy the hereinafter described lands, together with rights of ingress and egress for the purpose of \_\_\_\_\_ until the completion of the construction of the above-mentioned project for any and all purposes incidental to the construction of the above-mentioned project across the hereinafter described lands in the County of \_\_\_\_\_, State of Washington:

Insert Legal Description per area:

\_\_\_\_\_

Proposed Ad Date: \_\_\_\_\_ Hours of Use: \_\_\_\_\_ to \_\_\_\_\_

Anticipated Construction Dates/Window: \_\_\_\_\_

Is this work associated with:

Approved Turnback Agreement: Yes  No  TB #: \_\_\_\_\_

General Maintenance Agreement: Yes  No  GM #: \_\_\_\_\_

Participation Agreement: Yes  No  GC #: \_\_\_\_\_

It is further understood and agreed that the Grantee shall defend, indemnify, and save harmless the Grantor from any and all claims and causes of action of every kind and description that may accrue to, or be suffered by, any person, persons, or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its agents, contractors, or subcontractors, except for the Grantor's sole negligence. It is understood and agreed that upon completion of construction of said project, WSDOT or its agents, contractors, or subcontractors shall restore the existing slopes on said lands to match new construction, including replacing improvements, if any, now located thereon.

Additional Terms:

County requires notification once work under this permit is completed.

County requires a post-construction inspection on areas of this permit.

County reserves the right to require that WSDOT and/or its contractor(s) make necessary repairs and/or restoration to County Engineering Design and Development Standards.

Evidence of contractor insurance on file with \_\_\_\_\_ County

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
WSDOT

\_\_\_\_\_  
Joe Smith  
County Engineer

Attachments:

R/W Plan  Maps  Construction Plans  Drainage Plans  TCP/Detour  Aerial

Temporary Construction Permit  
Exhibit 7-1



**Washington State  
Department of Transportation**

Paula J. Hammond, P.E.  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

Date \_\_\_\_\_

To: Clerk of City or Town  
Address

Re: Transfer of Right of Way Notice

Dear \_\_\_\_\_:

The Washington State Department of Transportation (WSDOT) has recently completed a highway improvement project affecting \_\_\_\_\_ Street / SR \_\_\_\_\_. As part of this project, WSDOT acquired certain right of way that directly vests in the City/Town pursuant to RCW 47.24.020(15). This letter is to put the City/Town on notice that it now has jurisdiction over this right of way and its street/highway improvements pursuant to the provisions of RCW 47.24.020, which also carries certain maintenance obligations as provided by statute.

The right of way covered by this notice is marked on (Plan Sheet Title), dated \_\_\_\_\_, sheets \_\_\_\_ of \_\_\_\_\_. *(It may be necessary to include a legal description, depending upon the circumstances.)*

Also, pursuant to RCW 47.24.020(15), the City/Town may not vacate, sell, rent, or put the right of way to any other nontransportation use without prior written approval by WSDOT. If approval is given, all revenue derived from such sale, vacation, rental, or nontransportation use shall be returned to WSDOT for deposit into the motor vehicle fund account.

Sincerely,

(Designated WSDOT signatory)

CC: Appropriate City/Town road, transportation, or maintenance division

**Example Notification to Cities for Transfer of Right of Way  
Pursuant to RCW 47.24.020(15)  
Exhibit 7-2**



**Washington State  
Department of Transportation**

|                           |                 |        |                          |
|---------------------------|-----------------|--------|--------------------------|
| <b>Turnback Agreement</b> |                 |        | Organization and Address |
|                           |                 |        | Agreement Number         |
| State Route               | Control Section | Region |                          |

THIS AGREEMENT is between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and \_\_\_\_\_, hereinafter the "LOCAL AGENCY," collectively hereinafter the "PARTIES."

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as identified above, hereinafter referred to as the "PROJECT," and

WHEREAS, the STATE has acquired and/or is in the process of acquiring right of way needed to construct, reconstruct, or rearrange the state route and/or certain streets or roads, frontage roads, access roads, intersections, ramps, crossings, and /or other roadway features, hereinafter referred to as "Roadway Facilities," and

WHEREAS, upon completion of the PROJECT, certain right of way and Roadway Facilities, as shown on Exhibit A, attached hereto and made a part hereof, will require maintenance, operation, and ownership transfer from the STATE to the LOCAL AGENCY, and

WHEREAS, the STATE and LOCAL AGENCY enter into this Agreement to identify the process of Roadway Facilities and right of way maintenance, operation, and ownership transfer,

NOW, THEREFORE, pursuant to

(City or Town) RCW 36.75.090 and/or RCW 47.52.210,

(County) RCW 36.75.090 and WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings,"

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. COMPLETION, ACCEPTANCE, AND  
TRANSFER OF OPERATION AND MAINTENANCE**

1.1 Once the PROJECT is completed and reviewed by the PARTIES, the STATE will in writing transfer to the LOCAL AGENCY and the LOCAL AGENCY agrees to accept the responsibility for the maintenance and operation of the Roadway Facilities and right of way until such time as the full ownership of the right of way and Roadway Facilities are conveyed by deed pursuant to Section 2.

1.2 The LOCAL AGENCY agrees to accept ownership of the right of way and Roadway Facilities as shaded, where applicable, on Exhibit A, as follows:

**Red** Indicates access control and access rights to be retained by the STATE

**Blue (light)** Indicates Roadway Facilities and right of way to be conveyed in fee to the LOCAL AGENCY

**Yellow** Indicates easements to be conveyed to the LOCAL AGENCY

**Standard Form Turnback Agreement  
Exhibit 7-3**

**2. RECORDED CONVEYANCE**

2.1 Within one year following the STATE's written transfer to the LOCAL AGENCY of the responsibility for maintenance and operations as provided in Section 1, the STATE will furnish the LOCAL AGENCY a recordable conveyance of right of way, including the Roadway Facilities constructed thereon, as shown on the plans marked Exhibit A. The conveyance will be recorded pursuant to RCW 65.08.095.

2.2 It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the STATE. It is also understood and agreed that the LOCAL AGENCY, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the STATE, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall (1) if the property is disposed of to a governmental entity for public use, be placed in the LOCAL AGENCY road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the LOCAL AGENCY and STATE, their successors or assigns, in the same proportion as acquisition costs were shared; except that the LOCAL AGENCY may deduct the documented direct costs of any such vacation, sale, or rental.

2.3 The LOCAL AGENCY agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the right of way and Roadway Facilities to be conveyed.

2.4 The LOCAL AGENCY understands and agrees that the STATE is retaining ownership of all rights of ingress and egress, to, from and between the above referenced state highway route and/or Roadway Facilities and the properties abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol and as shaded in section 1.2 above along the above referenced state route and/or Roadway Facilities right of way and along abutting properties on the right of way access plans marked as Exhibit A. The LOCAL AGENCY, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and abutting properties, or the state route and the lands herein conveyed that show the access prohibition symbol and as shaded in section 1.2 above. The LOCAL AGENCY, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of the above referenced state route and/or Roadway Facilities.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date last written below.

LOCAL AGENCY

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Standard Form Turnback Agreement  
Exhibit 7-3 (continued)**



**Washington State  
Department of Transportation**

Paula J. Hammond, P.E.  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

Date \_\_\_\_\_

Name \_\_\_\_\_

XXX County Public Works

Address

Re: Turnback Agreement No. \_\_\_\_\_

*(Insert project title)* \_\_\_\_\_

Dear \_\_\_\_\_:

In accordance with (cite appropriate section) of Turnback Agreement No. \_\_\_\_\_, dated (date of agreement), this letter serves as written notification of transfer of all responsibility for the maintenance and operation of the Roadway Facilities and right of way covered by the agreement to the (County or City) as of the date above. All maintenance, operation, and reconstruction of the areas in this agreement become the responsibility of (County or City).

Pursuant to Section 2 of the Turnback Agreement, the state will furnish the (County or City) a recorded conveyance within one (1) calendar year of the date the Turnback Agreement was executed.

Sincerely,

(Designated WSDOT signatory)

Ecc: (Agreement Writer) \_\_\_\_\_ Region

(Project Construction Eng) \_\_\_\_\_ Region

(Maintenance Eng) \_\_\_\_\_ Region

(Utilities Eng) \_\_\_\_\_ Region

**Example Notification of Transfer of Maintenance and Operations**  
*Exhibit 7-4*





- 8.01 Introduction
- 8.02 Agreement Preparation and Closure
- 8.03 Standard Form D Agreement
- 8.04 Nonstandard Agreement
- 8.05 Management of D Agreement
- 8.06 References

### 8.01 Introduction

D Agreements are sometimes referred to as Dx Agreements due to the variable region designation, represented by the “x.”

This chapter applies only to the following D prefixes:

- DA – Northwest Region
- DB – North Central Region
- DC – Olympic Region
- DD – Southwest Region
- DE – South Central Region
- DG – Eastern Region

#### (1) **Description**

D Agreements are region-level payable agreements that provide for work to be performed by another entity on behalf of the Washington State Department of Transportation (WSDOT). D Agreements allow the regions to respond to needs in various functional areas depending on the circumstances. D Agreements are intended for region-level work not specifically covered by other types of agreements.

#### (a) **When Used**

WSDOT may enter into a D Agreement for the performance of work or the furnishing of equipment, materials, supplies, or operating services when the total cost of the project (excluding sales tax) will not exceed \$100,000 and it is not directly associated with a highway construction project. The Agreement Writer must ensure proper purchasing and competitive bid procedures are followed. When determining whether a D Agreement is appropriate, all other avenues should be explored, such as General Authorities (*Purchasing Manual*), the *Small Public Works Project Manual*, or other types of payable agreements.

**(b) Examples**

Exhibit 8-1, Use of D Agreements According to Work Types, shows some examples of the types of work that can be covered under a D Agreement.

| Work Types  | D Agreement | Recommended Method  |
|---|-------------|---|
| Demolitions   |             | GCA Agreement,<br>Purchasing Contract                               |
| Facility Maintenance/Minor Repairs  |             | <i>Small Public Works Project Manual</i> or<br>General Authority G3 |
| Fencing   |             | <i>Small Public Works Project Manual</i> or<br>General Authority G3 |
| Hauling \$10,000 or above   | Yes         |   |
| Hauling less than \$10,000  |             | General Authority G1  |
| Janitorial Services   |             | General Authority G3  |
| Litter Pick Up – Private Sector   | Yes         |   |
| Litter Pick Up – Public Sector  |             | GCA Agreement   |
| Roadway Maintenance   | Yes         |   |
| Rip Rap (non-roadway-related)   | Yes         |   |
| Security Service – Long-Term  | Yes         |   |
| Security Service – Short-Term   |             | General Authority G3  |
| Site Maintenance (mowing, gardening, landscaping)   |             | General Authority G3  |
| <b>Note:</b> For recommended methods, contact region Financial Services, Contract Administration, Local Programs, Utilities, or Developer Services. |             |   |

**Use of D Agreements According to Work Types**  
*Exhibit 8-1*

**8.02 Agreement Preparation and Closure**

After reviewing the preceding criteria, if it is determined that a D Agreement is appropriate, proceed as follows:

**(1) Agreement Number**

To obtain a D Agreement number, contact the region Financial Services Office and provide the following:

- Customer name
- Customer billing address
- Contact name/phone number
- Federal tax identification number
- Estimated costs

- Title of agreement
- Agreement manager name
- Description of work

## **(2) D Agreement Review**

### **(a) Standard Form D Agreement With State or Federal Funds**

No review is required by the Agreements Unit of the Headquarters (HQ) Utilities, Railroad, and Agreements Section. Any changes made to a standard form agreement will result in a nonstandard agreement.

### **(b) Nonstandard Agreement**

A review is required by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section.

### **(c) Agreement and Work Order Establishment in the Accounting System**

The D Agreement Writer is responsible for sending the executed WSDOT original D Agreement to the region Financial Services Office for setting up the D Agreement and work order in the accounting system.

### **(d) Federal Funds**

If the activity on the D Agreement is to be federally funded:

- Region Program Management staff is responsible for ensuring the Federal Highway Administration (FHWA) has authorized the specific work identified on the D Agreement.
- The agreement will not be executed until the HQ Federal-Aid Section has concurred that FHWA has authorized the funding for the work.

Following are several issues of consideration when the region uses a D Agreement that involves federal funds:

1. A federally funded D Agreement must follow all federal requirements prior to advertisement of the work/project.
2. [23 CFR Part 635.117](#) prohibits the use of convict labor on a federally funded highway construction project. Therefore, when using federal funds on a D Agreement, inmate/convict labor is prohibited unless the work is not part of the construction project. WSDOT can use convict labor on a D Agreement if the work is state-funded and the following criteria are met:
  - The demolition of homes is done prior to construction.
  - The demolition of homes is not included in the construction contract.

3. When right of way is purchased with federal funds, and a state-funded D Agreement will include demolition work on that right of way, convict labor **can** be used if:
  - There are no federal issues when using state-funded convict labor for plant re-establishment/litter pickup after the federally funded construction contract has been closed. However, there may be state requirements that must be followed with respect to the highway construction contract and convict labor. Contact the HQ Assistant State Design Engineer assigned to your region.
  - Project advertising/contracting procedures must comply with all federal requirements when federal funds are used on a D Agreement. If you have questions, contact the HQ Assistant State Design Engineer assigned to your region.
4. For Sole Source D Agreement contracts, the following criteria must apply:
  - There is only one contactor that can do the work.
  - They are approved on a contract-by-contract basis by the HQ Assistant State Design Engineer assigned to your region.
  - FHWA approval is required before bids are solicited.

**(e) Small Works Roster**

For Small Works Roster contracts, the following criteria apply:

- Bids must be solicited.
- Contracts must be \$300,000 or less.
- At least five names on the roster—if fewer than five, then all names—must be solicited.
- WSDOT cannot use this process on federally funded contracts.

Refer to the [Advertisement and Award Manual](#), Appendix 11, for further information.

**(f) Agreement Distribution by Agreement Manager**

- One fully executed original is sent to the region Financial Services Office for processing and records retention.
- The second executed original is sent to the other entity.
- A copy is sent to the originating office.

**(g) Agreement Closure**

- The Agreement Manager provides notification to the region Financial Services Office for closure of the D Agreement and work order in the accounting system.
- Confirmation is obtained that the Affidavit of Wages Paid was sent to the Department of Labor and Industries.
- Confirmation is obtained that notification was sent to the Department of Revenue that the agreement was completed.

**8.03 Standard Form D Agreement**

Any changes made to the standard form D Agreement (DOT Form 520-001 EF) will result in a nonstandard agreement (see [Chapter 3](#)).

**8.04 Nonstandard Agreement**

Nonstandard D Agreements must be:

- Developed in the region.
- Reviewed by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section.
- Approved as to form by the Attorney General's Office.

**8.05 Management of D Agreement****(1) Agreement Execution**

The D Agreement is executed by the Regional Administrator or designee.

**(a) Oversight of Work Performed**

The Agreement Manager will be the main contact to determine that the work has been performed.

**(b) Agreement Closure**

The Agreement Manager submits a closure request to the region Financial Services Office when work is complete.

**(c) Record Retention**

The responsibility to retain the original D Agreement lies with the region Financial Services Office and must comply with the WSDOT records retention policy.

**(d) Audit of Agreement**

All agreements are subject to audits at any time.

## 8.06 References

D Agreements are used in compliance with the following:

[Executive Order: E 1012.01](#), Delegations of Authority to Approve Certain Department Documents, dated March 15, 2006

RCW 39.04.155, Small works roster contract procedures – Limited public works process – Definition

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.04>

RCW 47.28.030, Contracts – State forces – Monetary limits – Small businesses, minority, and women contractors – Rules

<http://apps.leg.wa.gov/RCW/default.aspx?cite=47.28.030>

*Advertisement and Award Manual*, M 27-02, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M27-02.htm](http://www.wsdot.wa.gov/Publications/Manuals/M27-02.htm)

*Emergency Relief Procedures Manual*, M 3014, WSDOT

[www.wsdot.wa.gov/publications/manuals/fulltext/M3014/EmergencyReliefProcedures.pdf](http://www.wsdot.wa.gov/publications/manuals/fulltext/M3014/EmergencyReliefProcedures.pdf)

*Purchasing Manual*, Chapter 1 and Appendix 1, M 72-80, WSDOT

[www.wsdot.wa.gov/publications/manuals/fulltext/M72-80/Purchasing.pdf](http://www.wsdot.wa.gov/publications/manuals/fulltext/M72-80/Purchasing.pdf)

*Small Public Works Project Manual*, M 3002, WSDOT

[www.wsdot.wa.gov/publications/manuals/fulltext/M3002/SmallPublicWorks.pdf](http://www.wsdot.wa.gov/publications/manuals/fulltext/M3002/SmallPublicWorks.pdf)

# **J Agreements – Reimbursable Agreements With Private Entities or Other Government Agencies**

## **Chapter 9**

- 9.01 Introduction
- 9.02 Agreement Preparation and Closure
- 9.03 Agreement Forms (Examples)
- 9.04 Management of Agreement
- 9.05 References

### **9.01 Introduction**

J Agreements are sometimes referred to as Jx Agreements due to the variable region designation, represented by the “x.”

This chapter applies only to the following J prefixes:

- JA – Northwest Region
- JB – North Central Region
- JC – Olympic Region
- JD – Southwest Region
- JE – South Central Region
- JG – Eastern Region

Other J prefixes are used by Washington State Department of Transportation (WSDOT) Headquarters (HQ) divisions; however, they do not follow the procedures in this chapter. (See the WSDOT Chart of Accounts for those prefixes.)

#### **(1) Description**

J Agreements are reimbursable agreements executed by the region for work and/or sale of goods and services performed by WSDOT.

##### **(a) When Used**

The J Agreement is used for activities such as:

- Inspection of work performed by others (utilities/developers).
- Sale of supplies and materials.
- Sale of miscellaneous services.

##### **(b) Examples**

[Exhibit 9-1](#), J Agreement Work Type Examples, shows some examples of the types of work that can be covered under a J Agreement.



## 9.02 Agreement Preparation and Closure

After reviewing the preceding criteria, if it is determined that a J Agreement is appropriate, proceed as follows:

### (1) Agreement Number

To obtain a J Agreement number, contact the region Financial Services Office and provide the following:

- Customer name
- Customer billing address
- Contact name/phone number
- Federal tax identification number
- Estimated costs
- Title of agreement
- Agreement manager name
- Description of work

### (2) Agreement Review, Set Up, and Closure

#### (a) J Agreement

When using a standard form agreement (see 9.03), no review is required by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section. Any changes made to a standard form agreement will result in a nonstandard agreement.

#### (b) Nonstandard Agreement

When using a nonstandard agreement, a review is required by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section.

#### (c) Agreement and Work Order Establishment in the Accounting System

The J Agreement Writer is responsible for sending the executed WSDOT original to the region Financial Services Office for setting up the J Agreement and work order in the accounting system.

Administrative overhead will be charged at the current rate unless an Overhead Reciprocal Agreement is in place.

#### (d) Agreement Distribution

- One fully executed original is sent to the region Financial Services Office for processing and records retention.
- The second executed original is sent to the other entity.
- A copy is sent to the originating office.

**(e) Agreement Closure**

The Agreement Manager provides notification to the region Financial Services Office for closure of the J Agreement and work order in the accounting system.

**9.03 Agreement Forms (Examples)**

Examples of agreement forms that can be used as J Agreements include, but are not limited to, the following:

- Maintenance Agreement – DOT Form 224-093 EF
- Superload Traffic Control Agreement – DOT Form 224-094 EF
- Developer Agreements – DOT Forms 224-063 EF and 224-064 EF
- Application for Utility Permit or Franchise – DOT Form 224-696 EF
- Equipment Rental Without Operator Agreement – DOT Form 224-720 EF

**9.04 Management of Agreement**

**(1) Agreement Execution**

The J Agreement is executed by the Executive/Regional Administrator or designee.

**(a) Oversight of Work Performed**

The Agreement Manager will be the main contact to determine that the work has been performed.

**(b) Agreement Closure**

The Agreement Manager submits a closure request to the region Financial Services Office when work is complete.

**(c) Record Retention**

The responsibility to retain the original J Agreement lies with the region Financial Services Office and must comply with the WSDOT records retention policy.

**(d) Audit of Agreement**

All agreements are subject to audits at any time.

## 9.05 References

J Agreements are used in compliance with the following:

Chapter 39.34 RCW, Interlocal cooperation act

 <http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34>

WAC 468-38-405, Superloads

 <http://apps.leg.wa.gov/WAC/default.aspx?cite=468-38-405>

TRAINS Accounts Receivable Manual

 <http://wwwi.wsdot.wa.gov/fasc/accounting/AR%20Manual.htm>

| Work Types                                  | Taxable* | Non-Taxable | Standard Form | Other Agreement Form Required |
|---|----------|-------------|---------------|-------------------------------|
| Bridge Painting and Maintenance             |          | X           |               | Nonstandard                   |
| Button Installation                         |          | X           | 224-093 EF    |                               |
| Collision Data                              |          | X           |               | Nonstandard                   |
| Culvert Cleaning                            |          | X           | 224-093 EF    |                               |
| Equipment Rental (with or without operator) |          | X           |               | Nonstandard                   |
| Fence Installation                          |          | X           |               | Nonstandard                   |
| Guardrail Installation                      |          | X           |               | Nonstandard                   |
| Inspection for Utility Permits              |          | X           | 224-696 EF    |                               |
| Landscaping                                 |          | X           | 224-093 EF    |                               |
| Luminaire Maintenance                       |          | X           |               | Nonstandard                   |
| Mowing                                      |          | X           | 224-093 EF    |                               |
| Overlays                                    |          | X           | 224-093 EF    |                               |
| Patching                                    |          | X           | 224-093 EF    |                               |
| Pavement Testing                            |          | X           |               | Nonstandard                   |
| Photogrammetry                              | X        |             |               | Nonstandard                   |
| Plan Reviews                                |          | X           |               | Nonstandard                   |
| Printing Services                           | X        |             |               | Nonstandard                   |
| Sale of Deicer                              | X        |             |               | Field Order/Purchase Order    |
| Sale of Sand                                | X        |             |               | Field Order/Purchase Order    |
| Sale of Signs                               | X        |             |               | Field Order/Purchase Order    |
| Sale of Signs (with installation)           |          | X           | 224-093 EF    |                               |
| Sale of Stores/Stockpile Supplies           | X        |             |               | Field Order/Purchase Order    |
| Signal Maintenance                          |          | X           |               | Nonstandard                   |
| Snow and Ice Control                        |          | X           | 224-093 EF    |                               |
| Striping                                    |          | X           | 224-093 EF    |                               |
| Superload/Building/House Moves              |          | X           | 224-094 EF    |                               |
| Sweeping                                    |          | X           | 224-093 EF    |                               |
| Traffic Control/Events                      |          | X           |               | Nonstandard                   |
| Traffic Counts                              |          | X           |               | Nonstandard                   |
| Weed Spraying                               |          | X           |               | Nonstandard                   |

\* Any sale of supplies without installation is taxable.

**J Agreement Work Type Examples**  
*Exhibit 9-1*



## **Chapter 10**

---

- 10.01 Introduction
- 10.02 Agreement Preparation and Closure
- 10.03 Agreement Forms (Examples)
- 10.04 Management of Agreement
- 10.05 References

### **10.01 Introduction**

N agreements are sometimes referred to as Nx agreements due to the variable region designation, represented by the “x.”

This chapter applies only to the following N prefixes:

- NA – Northwest Region
- NB – North Central Region
- NC – Olympic Region
- ND – Southwest Region
- NE – South Central Region
- NG – Eastern Region

Other N prefixes are used by Washington State Department of Transportation (WSDOT) Headquarters (HQ) divisions; however, they do not follow the procedures in this chapter. (See the WSDOT Chart of Accounts for those prefixes.)

#### **(1) Description**

An N Agreement is a reimbursable agreement executed by the region for work and/or sale of goods and services performed by WSDOT for another Washington State agency.

##### **(a) When Used**

The N Agreement is used for the sale of goods or services.

##### **(b) Examples**

[Exhibit 10-1](#), N Agreement Work Type Examples, shows some examples of the types of work that can be covered under an N Agreement.

## 10.02 Agreement Preparation and Closure

After reviewing the preceding criteria, if it is determined that an N Agreement is appropriate, proceed as follows:

### (1) Agreement Number

To obtain an N Agreement number, contact the region Financial Services Office and provide the following:

- Customer name
- Customer billing address
- Contact name/phone number
- Agency identification number
- Estimated costs
- Title of agreement
- Agreement manager name
- Description of work

### (2) Agreement Review, Set Up, and Closure

#### (a) N Agreement

When a standard form agreement is used (see [10.03](#)), no review is required by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section. Any changes made to a standard form agreement will result in a nonstandard agreement.

#### (b) Nonstandard Agreement

When a nonstandard agreement is used, a review is required by the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section.

#### (c) Agreement and Work Order Establishment in the Accounting System

The N Agreement Writer is responsible for sending the executed WSDOT original to the region Financial Services Office for setting up the N Agreement and work order in the accounting system.

Administrative overhead will be charged at the current rate at the time of billing.

#### (d) Agreement Distribution

- One fully executed original is sent to the region Financial Services Office for processing and records retention.
- The second executed original is sent to the other entity.
- A copy is sent to the originating office.

**(e) Agreement Closure**

The Agreement Manager provides notification to the region Financial Services Office for closure of the N Agreement and work order in the accounting system.

**10.03 Agreement Forms (Examples)**

Examples of agreement forms that can be used as N Agreements include, but are not limited to, the following:

- Maintenance Agreement – DOT Form 224-093 EF
- Equipment Rental Without Operator Agreement – DOT Form 224-720 EF

**10.04 Management of Agreement****(1) Agreement Execution**

The N Agreement is executed by the Executive/Regional Administrator or designee.

**(a) Oversight of Work Performed**

The Agreement Manager will be the main contact to determine that the work has been performed.

**(b) Agreement Closure**

The Agreement Manager submits a closure request to the region Financial Services Office when work is complete.

**(c) Record Retention**

The responsibility to retain the original N Agreement lies with the region Financial Services Office and must comply with the WSDOT records retention policy.

**(d) Audit of Agreement**

All agreements are subject to audits at any time.

**10.05 References**

N Agreements are used in compliance with the following:

Chapter 39.34 RCW, Interlocal cooperation act

 <http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34>

TRAINS Accounts Receivable Manual

 <http://wwwi.wsdot.wa.gov/fasc/accounting/AR%20Manual.htm>



| Work Types                        | Standard Form | Other Agreement Form Required |
|-----------------------------------|---------------|-------------------------------|
| Collision Data                    |               | Nonstandard                   |
| Equipment Rental Without Operator | 224-720 EF    |                               |
| Mowing                            | 224-093 EF    |                               |
| Overlays                          | 224-093 EF    |                               |
| Patching                          | 224-093 EF    |                               |
| Pavement Testing                  |               | Nonstandard                   |
| Photogrammetry                    |               | Nonstandard                   |
| Printing Services                 |               | Nonstandard                   |
| Sale of Deicer                    |               | Field Order/Purchase Order    |
| Sale of Sand                      |               | Field Order/Purchase Order    |
| Sale of Signs                     |               | Field Order/Purchase Order    |
| Sale of Signs (with installation) | 224-093 EF    |                               |
| Sale of Stores/Stockpile Supplies |               | Field Order/Purchase Order    |
| Snow and Ice Control              | 224-093 EF    |                               |
| Striping                          | 224-093 EF    |                               |
| Sweeping                          | 224-093 EF    |                               |
| Traffic Counts                    |               | Nonstandard                   |
| Weed Spraying                     |               | Nonstandard                   |
| Work Study Employment             |               | Work Study Agreement          |

**N Agreement Work Type Examples**  
*Exhibit 10-1*

- 11.01 Introduction
- 11.02 OP Agreements – Rental and Lease
- 11.03 OY Agreements – Personal or Consultant Services
- 11.04 AD Agreements – Administrative Contracts (General)
- 11.05 DP Agreements – OIT Agreements
- 11.06 FP Agreements – Fire Protection Agreements
- 11.07 K Agreements – Information Technology Contracts/  
Administrative Contracts (General)
- 11.08 LA Agreements – Local Programs-Local Agency
- 11.09 LM Agreements – Local Mitigation
- 11.10 OH Agreements – Reciprocal Overhead
- 11.11 RR Agreements – Railroad
- 11.12 S Agreements – Utility Service
- 11.13 UC Agreements – Development Services
- 11.14 UT Agreements – Utility

### 11.01 Introduction

This chapter applies only to agreement prefixes that are not covered in detail in this manual but are commonly entered into by the Washington State Department of Transportation (WSDOT). The purpose of this chapter is to provide a brief description of these agreements, as well as references for more detailed information.

### 11.02 OP Agreements – Rental and Lease

#### (1) Description

A OP (zero P) Agreement is a payable agreement for rental of buildings, land, radio towers, and sundry sites.

#### (a) When Used

OP Agreements are used when WSDOT leases or rents land and/or buildings from another party. Agreements for office and warehouse space are handled by the WSDOT Space and Lease Management Office, which coordinates with the Department of General Administration's (GA's) Division of Property Development, unless delegated to WSDOT by GA. Other land and building agreements are handled by WSDOT Real Estate Services.

#### (b) Agreement Number Assigned By

Agreement numbers are assigned by the Headquarters (HQ) Division of Accountability & Financial Services.

**(c) References**

*Purchasing Manual*, Chapter 6, M 72-80, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M72-80.htm](http://www.wsdot.wa.gov/Publications/Manuals/M72-80.htm)

*Right of Way Manual*, 6-6.4 and 9-8.4, M 26-01, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M26-01.htm](http://www.wsdot.wa.gov/Publications/Manuals/M26-01.htm)

WSDOT Space and Lease Management Office

<http://wwwi.wsdot.wa.gov/FASC/AdminServices/facilitieservices/default.htm>

## **11.03 0Y Agreements – Personal or Consultant Services**

### **(1) Description**

A 0Y (zero Y) Agreement is a payable agreement for personal or consulting services. 0Y Agreements are further classified as: Personal Services Contract, Architectural and Engineering, Litigation Expert Witness, or Other.

### **(a) When Used**

0Y Agreements are used with private entities that provide personal or consulting services to WSDOT.

### **(b) Additional Information**

A 0Y Agreement can be either a master agreement with associated task assignments or a stand-alone agreement.

The numbering of master agreements and task assignments follows these examples:

- |  |                          |
|--|--------------------------|
| 1. Master Agreement Number Greater Than 9999 | 0Y10588                  |
| Tasks  | 10588AA<br>10588AB, etc. |
| 2. Master Agreement Number Less Than 10000   | 0Y09588                  |
| Tasks  | Y9588AA<br>Y9588AB, etc. |

### **(c) Agreement Number Assigned By**

Master or stand-alone agreement numbers are assigned by the HQ Consultant Services Office.

Task assignment numbers are assigned by the Master Agreement Manager.

**(d) References**

Chapter 39.29 RCW, Personal service contracts

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.29>

Chapter 39.80 RCW, Contracts for architectural and engineering services

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.80>

*Consultant Services Procedures Manual*, M 27-50, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M27-50.htm](http://www.wsdot.wa.gov/Publications/Manuals/M27-50.htm)

Headquarters Consultant Services

[www.wsdot.wa.gov/business/consulting/](http://www.wsdot.wa.gov/business/consulting/)

**11.04 AD Agreements – Administrative Contracts (General)****(1) Description**

AD Agreements were previously used for administrative contracts other than those in the following categories:

- Information technology
- Architecture and engineering
- Personal services
- Public purchase preferences
- Purchased services

No new AD Agreements are being assigned. They have been replaced by K Agreements (Information Technology Contracts/Administrative Contracts).

**11.05 DP Agreements – OIT Agreements****(1) Description**

DP Agreements were previously used for Office of Information Technology contracts.

No new DP Agreements are being assigned. They have been replaced by K Agreements (Information Technology Contracts/Administrative Contracts).

**11.06 FP Agreements – Fire Protection Agreements****(1) Description**

An FP Agreement is a payable agreement with fire districts for fire protection services.

**(a) When Used**

FP Agreements are used for agreements with fire districts that provide fire protection services for WSDOT buildings, structures, and equipment.

Regions have the option of using either an FP Agreement or a General Authority.

**(b) Agreement Number Assigned By**

Agreement numbers are assigned by the region Financial Services Office.

**(c) References**

RCW 35.21.775, Provision of fire protection services to state-owned facilities

<http://apps.leg.wa.gov/RCW/default.aspx?cite=35.21.775>

RCW 35.21.779, Mandatory fire protection contract negotiation

<http://apps.leg.wa.gov/RCW/default.aspx?cite=35.21.779>

RCW 39.34.080, Authorization for individual agencies to enter into mutual service contracts

<http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34.080>

RCW 52.30.020, Fire protection services with county fire protection districts

<http://apps.leg.wa.gov/RCW/default.aspx?cite=52.30.020>

RCW 84.36.010, Public, certain public-private and tribal property exempt

<http://apps.leg.wa.gov/RCW/default.aspx?cite=84.36.010>

RCW 84.40.175, Valuation of exempt publicly owned property

<http://apps.leg.wa.gov/RCW/default.aspx?cite=84.40.175>

## **11.07 K Agreements – Information Technology Contracts/Administrative Contracts (General)**

**(1) Description**

A K Agreement is used for information technology contracts and general administrative contracts.

K Agreements are NOT used for the following:

- Architecture and engineering
- Public purchase preferences
- Outsourcing contracts (contracts resulting from competitive contracting rules)

**(a) Agreement Number Assigned By**

Agreement numbers are assigned by HQ Administrative Services, Contracts Office.

**(b) References**

Administrative Services/IT Contracts Office

 [www.wsdot.wa.gov/Business/Contracts/default.htm](http://www.wsdot.wa.gov/Business/Contracts/default.htm)

**11.08 LA Agreements – Local Programs-Local Agency****(1) Description**

An LA Agreement is between WSDOT and local agencies for work where the local agency is the lead. These agreements are processed through the HQ Highways and Local Programs (H&LP) Division. There may be both a payable and reimbursable element in an LA Agreement.

**(a) When Used**

LA Agreements are used for local agency projects where the local agency is the recipient of federal or state funds, which are received and distributed by WSDOT. Highways and Local Programs serves as the steward of the Federal Highway Administration funding that goes to public agencies throughout the state. While most of the dollars distributed to the agencies are federal, some may be from state programs administered by H&LP.

**(b) Agreement Number Assigned By**

Agreement numbers are assigned by the HQ Highways and Local Programs Division.

**(c) References**

HQ Highways and Local Programs Division

 [www.wsdot.wa.gov/localprograms/](http://www.wsdot.wa.gov/localprograms/)

*Local Agency Guidelines Manual*, M 36-63, WSDOT

 [www.wsdot.wa.gov/Publications/Manuals/M36-63.htm](http://www.wsdot.wa.gov/Publications/Manuals/M36-63.htm)

**11.09 LM Agreements – Local Mitigation****(1) Description**

An LM Agreement is a voluntary reimbursable agreement with counties, cities, towns, or other municipal corporations that allows payment by a developer for the cost of mitigating the impact of the development.

**(a) When Used**

The LM Agreement is used for mitigation work done by the department. Under the terms of the agreement, the developer pays the local agency and the local agency passes the money on to WSDOT. These funds must be associated with a specific project, and the payment must accompany the agreement.

This agreement is NOT used for mitigation payments made directly to WSDOT (see [UC Agreement](#)).

**(b) Agreement Number Assigned By**

Agreement numbers are assigned by the HQ Division of Accountability & Financial Services.

**(c) References**

RCW 82.02.020, Voluntary payments by developers

<http://apps.leg.wa.gov/RCW/default.aspx?cite=82.02.020>

*Development Services Manual*, M 3007, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M3007.htm](http://www.wsdot.wa.gov/Publications/Manuals/M3007.htm)

**11.10 OH Agreements – Reciprocal Overhead****(1) Description**

An OH Agreement is a reciprocal agreement between WSDOT and a local agency where each party agrees not to charge the other party its indirect cost rate (overhead) when charging for work completed. Only the Assistant Secretary for Administration can execute these agreements.

**(a) When Used**

Reciprocal agreements should only be entered into with local agencies that are anticipated to perform a comparable amount of work for one another over time. If a reciprocal OH Agreement has been entered into between WSDOT and a local agency, then all other agreements entered into between the two parties will not include any charges for the indirect cost rate (overhead).

**(b) Agreement Number Assigned By**

Agreement numbers are assigned by the HQ Division of Accountability & Financial Services.

**(c) References**

*Accounting Manual*, Chapters 4–10, M 13-82, WSDOT

<http://wwwi.wsdot.wa.gov/FASC/Accounting/accounting%20maunal.htm>

## 11.11 RR Agreements – Railroad

### (1) Description

An RR Agreement is an agreement with a railroad company. The agreement can be payable (work done by the railroad for WSDOT) or reimbursable (work done by WSDOT for the railroad).

#### (a) When Used

RR Agreements are typically used for the following activities:

- Track construction/relocation
- Constructing or improving railroad grade crossings, overcrossings, and undercrossings
- Rail services and operations
- Station platform construction
- Safety/public education

#### (b) Agreement Number Assigned By

Agreement numbers are assigned by the HQ Division of Accountability & Financial Services.

#### (c) References

HQ Utilities, Railroad, and Agreements Section

[www.wsdot.wa.gov/Utilities/default.htm](http://www.wsdot.wa.gov/Utilities/default.htm)

*Utilities Manual*, M 22-87, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M22-87.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-87.htm)

## 11.12 S Agreements – Utility Service

### (1) Description

An S Agreement is a payable agreement for utility service.

#### (a) When Used

An S Agreement is entered into whenever the WSDOT requires a new utility service (such as water, power, or sewer) or modification to an existing service. Service agreements may be temporary or long-term depending on need.

#### (b) Agreement Number Assigned By

Agreement numbers are assigned by the region Utilities Office.

#### (c) References

*Utilities Manual*, M 22-87, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M22-87.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-87.htm)



## 11.13 UC Agreements – Development Services

### (1) Description

A UC Agreement is an agreement with a developer or private entity for highway purposes.

#### (a) When Used

**Developer:** A UC Agreement is used with a developer for constructing or paying for necessary mitigation improvements to state highway facilities such as structures, intersections, channelization, or roadway widening required because of the developer's proposed development.

**Private Party:** A UC Agreement is used with nonpublic entities or individuals for highway purposes that benefits the state's projects. This does not include agreements with utility companies (UT), railroads (RR), or personal services contracts (Y).

#### (b) Agreement Number Assigned By

Agreement numbers are assigned by the HQ Division of Accountability & Financial Services.

#### (c) References

*Development Services Manual*, M 3007, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M3007.htm](http://www.wsdot.wa.gov/Publications/Manuals/M3007.htm)

## 11.14 UT Agreements – Utility

### (1) Description

A UT Agreement is an agreement with a utility company. The agreement can be payable (work done by the utility for WSDOT) or reimbursable (work done by WSDOT for the utility).

#### (a) When Used

UT Agreements are used for utility work with public or private utility companies, usually for relocation or improvements necessitated by a highway project.

#### (b) Agreement Number Assigned By

Agreement numbers are assigned by the HQ Division of Accountability & Financial Services.

#### (c) References

HQ Utilities, Railroad, and Agreements Section

[www.wsdot.wa.gov/Utilities/HQ.htm](http://www.wsdot.wa.gov/Utilities/HQ.htm)

*Utilities Manual*, M 22-87, WSDOT

[www.wsdot.wa.gov/Publications/Manuals/M22-87.htm](http://www.wsdot.wa.gov/Publications/Manuals/M22-87.htm)

# 1. Introduction

The Consultant Programs Division Procedures Manual offers consultants and WSDOT staff at all levels a useful, hands-on guide to the WSDOT contracting process. This manual contains step-by-step instructions, online resources, and a lengthy appendix section.

WSDOT maintains a diverse staff capable of completing a variety of statewide projects; however, some efforts require expedited schedules or specialized expertise not readily available internally. In those cases, we seek support from consultants.

The procedures outlined in this Manual are mandatory for WSDOT staff, and ensure our compliance with the following state and federal laws:

- Revised Code of Washington (RCW) 39.29 Personal Service agreements.
- RCW 39.80 contracts for A&E Service agreements.
- Code of Federal Regulations (CFR) Title 48, Federal Acquisitions Regulations.
- CFR Title 23, Highways, Approved Alternate Procedures.

## Understanding Consultant Agreements

The WSDOT Consultant Programs Division (CPD) issues two types of consultant agreements:

- Personal Service.
- Architectural and Engineering (A&E) Services.

There are two different processes for obtaining Personal Service and A&E consultant agreements:

- Competitive Selection.
- Sole Source Selection.

In addition to the Competitive and Sole Source consultant selection processes, A&E consultants may be obtained through:

- Statewide On-Call Services Advertisement.

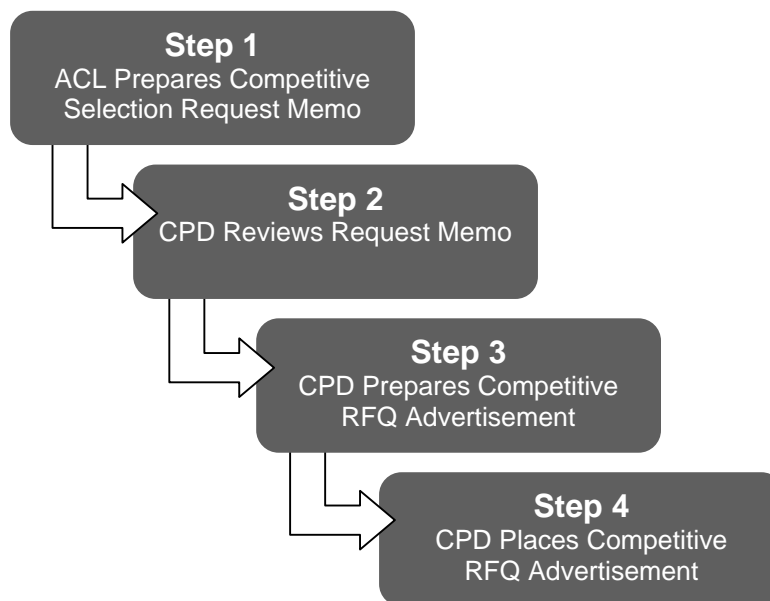
The Area Consultant Liaison (ACL) is an important resource for WSDOT staff initiating consultant agreements. He or she can explain the options for obtaining a consultant and answer questions throughout the process. See Appendix 1 for a comprehensive list of WSDOT agreement definitions. If you need help determining whether your proposed project is a Personal Service or A&E agreement, contact your ACL or

refer to Appendix 2 for a list of categories. See Appendix 3 for details on the roles and responsibilities of the Consultant Programs Division and ACL.

When advertising and selecting Personal Service consultants (reference RCW 39.29), cost may be a consideration during the competitive selection process. However, when advertising and selecting A&E Service consultants (reference RCW 39.80), cost is not considered until the project is awarded to the most qualified firm. At that point, cost becomes part of the negotiation process.

Personal Service agreements that involve staff development and training, appraisals, real estate services or IT-related projects require a different set of procedures not included in this Manual. For more information and guidance, contact the Consultant Programs Division.

## 2. Personal Service and A&E Agreements: Competitive Selection Process (Project Specific)



The WSDOT competitive consultant selection process for both Personal Service and A&E agreements is nearly the same. In Step 3, we note where the two processes differ.

### Step 1: ACL Prepares Competitive Selection Request Memo

If a new Personal Service or A&E agreement is needed and will be obtained through a competitive selection process, the ACL must prepare the Competitive Selection Request Memo pictured at right, send the completed form to the WSDOT Project Manager for signing, then forward it to the Consultant Programs Division (CPD) for approval. The memo is available online: [www.wsdot.wa.gov/Consulting/requestmemos.htm](http://www.wsdot.wa.gov/Consulting/requestmemos.htm).

Washington State Department of Transportation Memorandum

DATE:

TO: Director, Consultant Services  
MS-47323  
Ph- (360) 705-7103

FROM: MS-  
Ph-

SUBJECT: Request for Consultant Services- Competitive Selection  
 Personal Services or  A&E Project Specific  
 Personal Services or  A&E On-Call

Project Title:

1. Project Manager Name, Phone Number, and Org Code.  
Name: Phone: Org Code:

2. Include charge codes for the cost of advertisement. (Note: Your advertisement will not

## Step 2: CPD Reviews Request Memo

The CPD will review the request memo to ensure that all required information is included. In cases where a different request memo is required, or necessary information is missing, the CPD will return the memo to the ACL and request that changes be made.

After the CPD approves the request, he or she will contact the ACL via phone, email or fax and give approval to proceed with the next step in the process. If approval can't be given, the CPD will contact the ACL by phone, email or fax, and either request additional information or explain the denied request.

## Step 3: CPD Prepares Competitive RFQ Advertisement

The ACL will provide the CPD with a brief project description that the CPD may use to prepare the advertisement. The CPD must ensure that all required information is included in the advertisement.

Typically, the advertisement procedures are referred to as the Request for Qualifications (RFQ).

The advertisement must describe the project and include the RFQ consultant evaluation criteria. The advertisement must also include page limits, font size requirements, and the submittal due date.

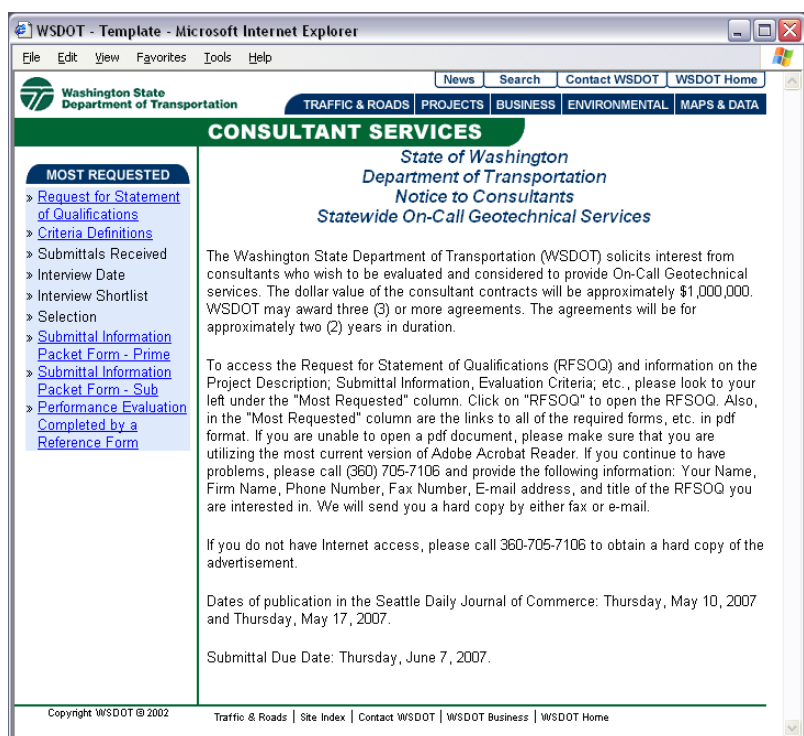
### Personal Service Advertisements:

Consultant fees and costs may be included as one of the RFQ evaluation criteria, as defined by RCW 39.29.

**A&E Service Advertisements:** Consultant fees and costs can't be considered as one of the RFQ evaluation criteria, as defined by RCW 39.80.

## Step 4: CPD Places Competitive RFQ Advertisement

The CPD will advertise the solicitation in the Seattle Daily Journal of Commerce and other media requested by our internal WSDOT customer. For a list of commonly used WSDOT advertisement publications, see [www.wsdot.wa.gov/consulting/#pubs](http://www.wsdot.wa.gov/consulting/#pubs). The advertisement will be posted to the CPD website: [www.wsdot.wa.gov/consulting/currentactualads.htm](http://www.wsdot.wa.gov/consulting/currentactualads.htm). In most cases, the advertisement will run

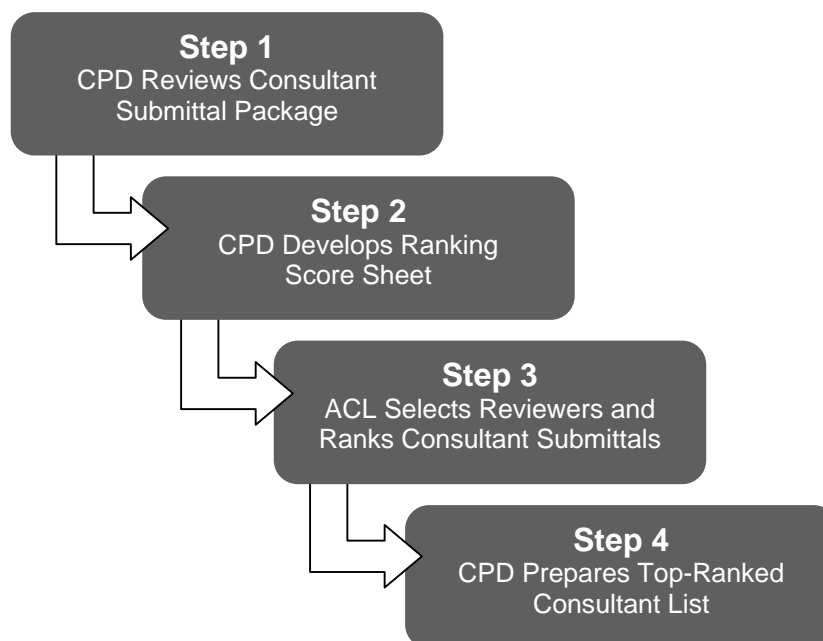


for two weeks, with a consultant qualification packet due date set for two weeks after the final advertisement publication date.

All consultants who respond are required to complete a consultant information form for themselves and each sub-consultant on their proposed team. The forms are available online at the CPD website: [www.wsdot.wa.gov/Consulting/submittalinformationpack.htm](http://www.wsdot.wa.gov/Consulting/submittalinformationpack.htm). If the form is incomplete or omitted, the consultant submittal will not be considered for the project.

The CPD will process the advertisement invoice. Charge codes will be requested for invoice processing from our WSDOT customer to ensure that the appropriate organization is charged for the advertisement and that advertising vendors are paid promptly. The affidavit of publication will remain in the CPD files.

### 3. Personal Service and A&E Agreements: Scoring Consultants through Competitive Selection Process (Project Specific)



#### **Step 1: CPD Reviews Consultant Submittal Package**

Consultants will submit their RFQ packets to the CPD for review. Consultants are typically required to submit four duplicate packets: one copy remains with the CPD, and three are given to WSDOT reviewers for scoring. CPD reviews each submittal for the following:

- Complete submittal form for each firm on the consultant team.
- Responses to all the RFQ criteria.

If a submittal doesn't include all the required materials, the CPD will notify the consultant and explain why the RFQ packet will not be accepted.

## **Step 2: CPD Develops Ranking Score Sheet**

Once the RFQ screening is complete, the CPD will prepare a score sheet for WSDOT reviewers that includes:

- Name(s) of responding consultants.
- Criteria used to rank the consultants.
- Points for each scoring criterion.
- Minimum qualifying score.

## **Step 3: ACL Selects Reviewers and Ranks Consultant Submittals**

ACL will select the WSDOT reviewers and email the names to the CPD. The CPD will return ranking score sheets and a copy of the RFQ submittal on CD to the ACL for distribution to reviewers. ACL will ask the WSDOT reviewers to complete their consultant submittal evaluations by the given due date. The typical review period runs from one to three weeks.

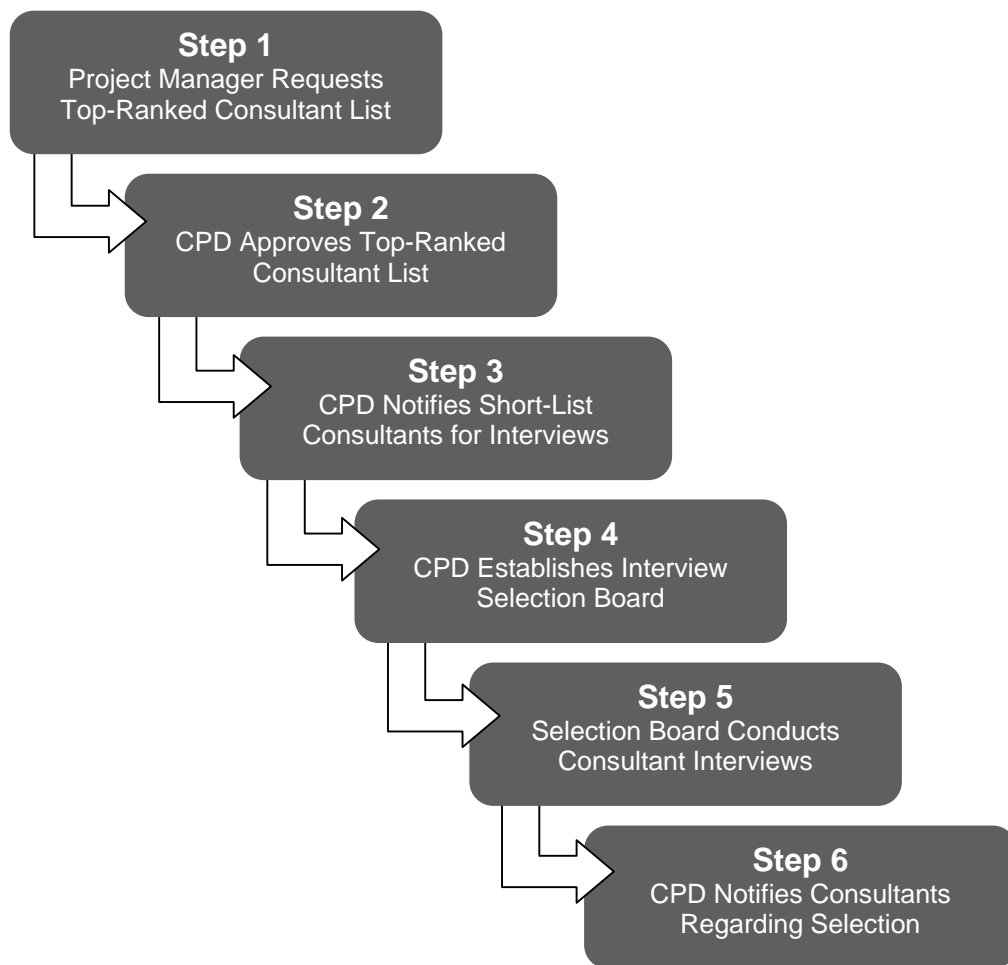
WSDOT reviewers will complete a score sheet for each consultant submittal and return the sheets to the ACL to ensure accuracy and completeness. If the scores from all reviewers appear accurate to the ACL, the score sheets will be forwarded to CPD to confirm that the scores are reasonable. If any score appears questionable, CPD will contact the reviewers for an explanation. CPD reserves the right to have an unbiased reviewer evaluate questionable submittals.

## **Step 4: CPD Prepares Top-Ranked Consultant List**

Once the CPD approves the consultant scores, the next step is compiling the cumulative scores of all WSDOT reviewers. To assist, the CPD will provide past performance evaluations for each consultant. Normally, this information is available from previous consultant evaluation forms filed in CPD. If not, CPD will obtain references for each consultant (using information contained in the WSDOT database). When the scoring has been tabulated, CPD will prepare a ranked consultant list.



## 4. Personal Service and A&E Agreements: Interviewing Consultants through Competitive Selection Process (Project Specific)



### **Step 1: Project Manager Requests Top-Ranked Consultant List**

Once the WSDOT reviewers have evaluated the submittals, CPD will notify the WSDOT Project Manager about the final consultant submittal ranking. The Project Manager will submit a Competitive

Selection Request Memo, pictured at right, to select the top-ranked consultant(s) for the project(s). Memos are available on the CPD website: [www.wsdot.wa.gov/Consulting/requestmemos.htm](http://www.wsdot.wa.gov/Consulting/requestmemos.htm).

## **Step 2: CPD Approves Top-Ranked Consultant List**

If the CPD Director approves of the top-ranked consultant(s), the Director will return the signed memo to the WSDOT Project Manager. If the scores are equal or very close, the CPD Director will contact the Project Manager to discuss further options such as:

- Approving the top-ranked consultant on the ranked list.
- Asking for additional information from the top-ranked consultant or all the consultants, and then scoring this new information (Note: The record of this scoring must be submitted to the CPD).
- Starting the consultant interview process (Short-List Selection).

## **Step 3: CPD Notifies Short-List Consultants for Interviews**

After the CPD Director approves the request to interview the top-ranked consultant(s), CPD will notify the short-listed firm(s) in writing. The letter will include:

- Interview time and location.
- Interview criteria.
- Number of participants allowed at the interview.
- Visual aids allowed, if any.
- Interview format (amount of time available for presentation, questions, etc.).

CPD will notify each consultant who wasn't short-listed via telephone or in writing. WSDOT no longer performs debriefings with short-listed and non-selected consultants.

## **Step 4: CPD Establishes Interview Selection Board**

CPD will coordinate with the WSDOT Project Manager to assemble the consultant selection board. The three-member board typically includes the Project Manager, executive management staff, and senior level technical staff. After the board members are confirmed, CPD will send the selection board a letter with the interview time and location, interview criteria, and scoring matrix.

## **Step 5: Selection Board Conducts Consultant Interviews**

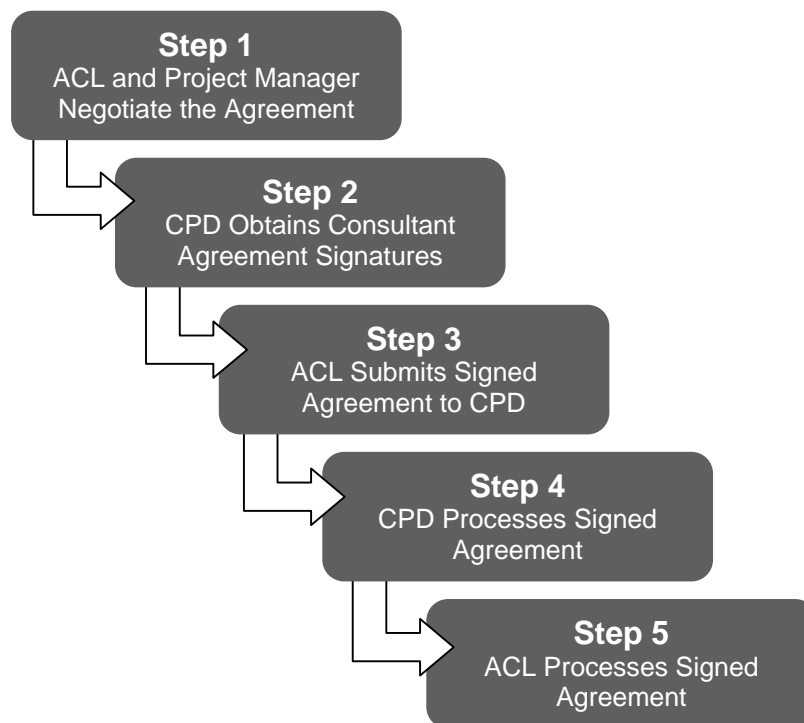
The consultant selection board will conduct the interviews and vote on the short-listed firms. Additional WSDOT staff may attend the interviews but won't be permitted to vote during the selection process. CPD will attend the interviews to ensure that WSDOT remains compliant with state and federal procurement

requirements. If the selection process doesn't meet those requirements, the CPD may act on behalf of the CPD Director to make the necessary changes. When all interviews are complete, CPD will compile the consultant selection board's cumulative scores and submit them to the CPD Director for approval.

## **Step 6: CPD Notifies Consultants Regarding Selection**

Once the CPD Director has approved the selected consultant(s), CPD will notify all firms who participated in the interview process via telephone or in writing.

## 5. Personal Service and A&E Agreements: Negotiating through Competitive Selection Process (Project Specific)



### **Step 1: ACL and Project Manager Negotiate the Agreement**

Once the consultant has been selected, the ACL and WSDOT Project Manager will meet with the firm to negotiate the agreement. The three basic consultant agreement payment types are:

- Lump Sum.
- Cost Plus a Fixed Fee.
- Hourly Rate (negotiation is for approved, 'not to exceed' billing rates).

If the agreement is a lump sum or cost plus a fixed fee, the ACL or Project Manager will negotiate the scope of work and all associated direct costs. The Project Manager will prepare a summary of consultant financial negotiations and send it to the ACL for further distribution to the CPD. The document will include:

- Summary of consultant direct salary cost, escalation (if any), overhead, fixed fee, direct non-salary costs, and total multiplier.
- Summary for each sub-consultant, including name, D/M/WBE status, services provided, not-to-exceed dollar amount, percentage of total agreement, direct salary cost, escalation (if any), overhead, fixed fee, direct non-salary costs, and total multiplier.
- D/M/WBE summary, including a comparison of the total agreement dollar amounts and percentages and the D/M/WBE goal (if applicable).
- Rationale for selected agreement type (e.g., Personal Service or A&E agreements), total amount of the agreement and a breakdown of each supplement (if applicable).
- Project deliverables.
- Comparison of total hours and costs included in the consultant and WSDOT estimates.
- Date request memo for consultant services was approved.
- Date of negotiation meeting(s).

Once negotiations are complete, the ACL or Project Manager will complete the Negotiation Survey (Appendix 14) and forward it to the CPD Director.

## **Step 2: CPD Obtains Consultant Agreement Signatures**

Once the agreement has been negotiated with the consultant, the CPD will obtain consultant signatures for two original documents, including the Certification Exhibits. The consultant will return both signed originals, including the Certification Exhibits, to WSDOT.

## **Step 3: ACL Submits Signed Agreement to CPD**

After the consultant signs and returns the agreement, the CPD will:

- Obtain agreement number from WSDOT Headquarters accounting office.
- Review agreement to ensure that applicable federal and state regulations are being met.
- Ensure that the cost exhibit supports the proposed scope of work.
- Obtain approval from Assistant Attorney General in cases where the agreement is not a boilerplate.

If the Personal Service agreement requires Office of Financial Management (OFM) filing, CPD will use the OFM automated filing system for review and approval. For information regarding Personal Service agreements and supplements that require OFM filing, refer to Appendix 4.

## **Step 4: CPD Processes Signed Agreement**

After the agreement has been processed by CPD and approved by OFM (if necessary), the CPD Director will sign the agreement. Next, the CPD will take the following steps:

- Prepare the PSC/A&E Agreement Review Transmittal.
- Prepare Agreement Edit Form (130-005-EF) for WSDOT Headquarters accounting office.
- Send one original to WSDOT Headquarters accounting office and one original to the consultant.
- Send one copy (electronically) to ACL.
- Keep one electronic copy for CPD.
- If applicable, keep one electronic copy of OFM review and approval of Personal Service agreement.
- Input new agreement information into the CPD Agreement Database.

## **Step 5: ACL Processes Signed Agreement**

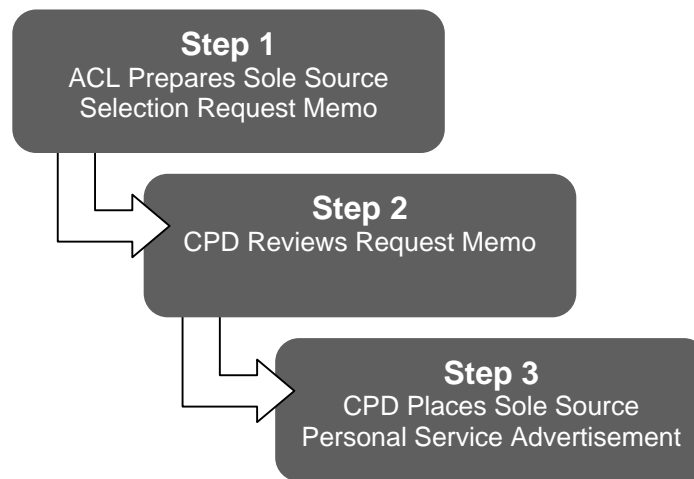
The ACL will perform the following:

- Ensure that work order is set up in TRAINS to fund the agreement.
- Keep one electronic copy for records.
- Send one electronic copy to the WSDOT Project Manager.
- Provide additional electronic copies for internal staff, as appropriate.

WSDOT has provided several useful Appendices to help you through the consultant negotiation process:

- Appendix 5, WSDOT Rule on Consultant Overhead Costs.
- Appendix 6, WSDOT Rule on Sub-Consultants.
- Appendix 7, Consultant Payment Options.
- Appendix 8, Consultant Fee Calculation Worksheet for Statewide On-Call Agreements.
- Appendix 9, Calculation of Consultant Direct Salary Costs.
- Appendix 10, Calculation of Consultant Salary Escalation Costs.
- Appendix 11, D/M/WBE Consultant Participation.
- Appendix 13, Managing Project Delivery Negotiations
- Appendix 16, WSDOT Sub-Consultant Mark-Up Policy
- Appendix 17, WSDOT Consultant Co-Location Guidelines
- Appendix 18, Use of State Vehicles

## 6. Personal Service Agreements: Sole Source Selection Process



### Step 1: ACL Prepares Sole Source Selection Request Memo

When a new Personal Service agreement is needed using the sole source selection process, the ACL will complete the Sole Source Selection Request Memo pictured at right. The memo is available online at the CPD website:

[www.wsdot.wa.gov/Consulting/requestmemos.htm](http://www.wsdot.wa.gov/Consulting/requestmemos.htm)

When the ACL has completed the memo and the WSDOT Project Manager has signed it, the ACL sends the memo to the CPD for approval.

Washington State Department of Transportation Memorandum

DATE:

TO: Director, Consultant Services  
MS-47323  
Ph- (360) 705-7103

FROM: MS-  
Ph-

SUBJECT: Request for Consultant Services- Sole Source  
 Personal Services or  A&E Project Specific  
 Personal Services or  A&E On-Call

Project Title:  
Firm Name:

1. Project Manager Name, Phone Number, and Org Code.

Name: Phone: Org Code:

### Step 2: CPD Reviews Request Memo

The CPD will review the Personal Service Sole Source Agreement Request Memo to ensure that all required information is included and the appropriate type of memo is used. If the request memo is incorrect or additional information is needed, CPD will return the memo to the ACL and ask that changes be made. The revised memo is returned to the CPD for approval. After approval, the CPD will inform the ACL via phone or email of the approval to proceed and explain the next step in the process. If not approved, the CPD will contact the ACL and explain the reasons for the denied request.

## **Step 3: CPD Places Sole Source Personal Service Advertisement**

The Washington State Office of Financial Management (OFM) requires that advertisements be placed for Personal Service sole source agreements valued at \$20,000 or more. OFM also requires that agreements whose cumulative total exceeds \$20,000 must be filed. If the proposed agreement is less than \$20,000, an advertisement is not required and, therefore, you may skip Step 3. For further information regarding OFM filing requirements, refer to Appendix 4.

The ACL will take the first step and write the project description. The CPD will prepare the advertisement and place it in the Seattle Daily Journal of Commerce and on the CPD website at [www.wsdot.wa.gov/consulting/currentactualads.htm](http://www.wsdot.wa.gov/consulting/currentactualads.htm). If the CPD determines the need, the advertisement may also be placed in other local and statewide media sources. For a list of commonly used WSDOT advertisement publications, see [www.wsdot.wa.gov/consulting/#pubs](http://www.wsdot.wa.gov/consulting/#pubs). The advertisement will run for a minimum of one day. Sole source advertisements for agreements valued at \$20,000 or more must include:

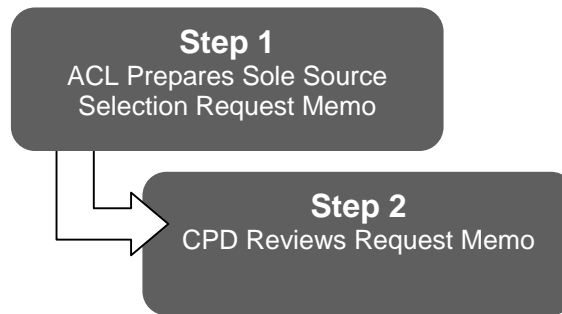
- WSDOT department name.
- Description of proposed project and services needed.
- Proposed sole source agreement time frame.
- WSDOT contact information for consultants who want to challenge proposed sole source agreement.
- Consultant challenge deadline.

The CPD will process the advertisement invoice. Charge codes will be requested for invoice processing to ensure that the appropriate organization is charged for the advertisement and that advertising vendors are paid promptly. The affidavit of publication will remain in the CPD files.

If another consultant challenges the sole source agreement and WSDOT believes that firm is qualified, then a competitive selection process must be used (refer to Chapter 2). If WSDOT can demonstrate that the proposed sole source consultant is the only qualified candidate, the agreement may be filed with OFM along with an explanation as to how the sole source decision was made.



## 7. A&E Agreements: Sole Source Selection Process



### Step 1: ACL Prepares Sole Source Selection Request Memo

When a new A&E agreement is needed that requires the use of the sole source selection process, the ACL will complete the Sole Source Request Memo pictured at right. The memo is available online at the CPD website:

[www.wsdot.wa.gov/Consulting/requestmemos.htm](http://www.wsdot.wa.gov/Consulting/requestmemos.htm).

After the ACL has completed the request memo and the WSDOT Project Manager has signed it, the ACL sends it to the CPD for approval.

Washington State Department of Transportation Memorandum

DATE:

TO: Director, Consultant Services  
MS-47323  
Ph- (360) 705-7103

FROM: MS-  
Ph-

SUBJECT: Request for Consultant Services- Sole Source  
 Personal Services or  A&E Project Specific  
 Personal Services or  A&E On-Call

Project Title:  
Firm Name:

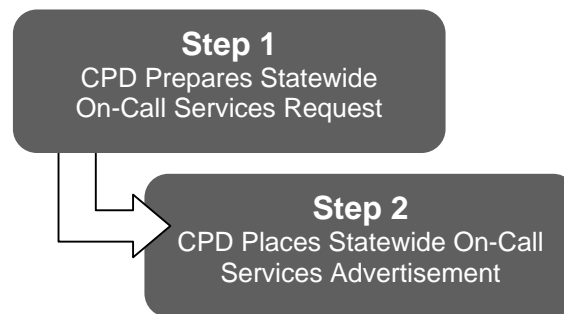
1. Project Manager Name, Phone Number, and Org Code.  
Name: Phone: Org Code:

### Step 2: CPD Reviews Request Memo

The CPD will review the request memo to ensure that all required information is included. If the request memo is incorrect or additional information is needed, CPD will return the memo to the ACL and request that the necessary corrections are made. The ACL will resubmit the request to the CPD for approval.

Once approved at the Director level, CPD will contact the ACL via phone or email and ask him or her to proceed to the next step in the process. If not approved, the CPD will contact the ACL and explain the reasons for the denied request memo.

## 8. A&E Agreements: Statewide On-Call Services Advertisement



We typically advertise each year in November for Statewide On-Call Services. These On-Call services are only applicable to A&E Services Agreements. Work categories include any engineering related disciplines, which we divide into three categories based on contract amount:

- On-Call Transportation Design/Plans Specifications and Estimates (PS&E) (above \$750,000).
- On-Call Transportation Design/PS&E (\$250,000 to \$750,000).
- On-Call Transportation Design/PS&E (below \$250,000).

Consultants may apply for only one of the dollar threshold amounts in the same work category. This provides medium and larger sized firms a better opportunity of being awarded projects as a prime consultant. The dollar threshold amounts for each category may change each year. Contact the CPD Director or see the CPD website at [www.wsdot.wa.gov/Consulting/](http://www.wsdot.wa.gov/Consulting/) for the latest information.

### **Step 1: CPD Prepares Statewide On-Call Services Request**

Every year in September or October, the CPD will ask ACLs what A&E consultant support they anticipate in the coming year.

### **Step 2: CPD Places Statewide On-Call Services Advertisement**

CPD will prepare the advertisement that includes the following elements:

- Submission dates.
- Categories of work.

- Dollar threshold amounts.
- Evaluation RFQ criteria for responses.
- Submittal page limits.
- Submittal font size requirements.

CPD will place the advertisement in the Seattle Daily Journal of Commerce and on the CPD website: [www.wsdot.wa.gov/consulting/currentactualads.htm](http://www.wsdot.wa.gov/consulting/currentactualads.htm). If necessary, the advertisement may also be placed in other local and statewide media sources. The initial advertisement will run for two weeks. The consultant's RFQ packet may be submitted after the final advertisement run date, but not sooner than specified in the advertisement. Each consultant who responds to the advertisement will be required to submit an RFQ submittal information packet form for itself and each sub-consultant on its proposed team.

## 9. A&E Agreements: Selecting Statewide On-Call Consultants

The On-Call list applies only to A&E Service agreements. If a task order is issued against the On-Call, the maximum agreement amount can't exceed the dollar threshold identified for the project:

- On-Call Transportation Design/Plans Specifications and Estimates (above \$500,000).
- On-Call Transportation Design/Plans Specifications and Estimates (\$500,000 and below).

For example, on a project that will use the "\$500,000 and below" On-Call list, the new task order can't exceed \$500,000 or the difference of \$500,000 minus the total of all task orders previously processed under the agreement, whichever is less. There is no dollar threshold for projects that use the "above \$500,000" On-Call list. The dollar threshold amounts for each category may change each year. Contact the CPD Director or visit the CPD website: [www.wsdot.wa.gov/Consulting/](http://www.wsdot.wa.gov/Consulting/) for the latest information.

In order to access the On-Call list, the ACL or Project Manager will complete the Request for Consultant Services Competitive Selection memo pictured at right and send to CPD for approval. The memo is available online at the CPD website: <http://www.wsdot.wa.gov/Consulting/requestmemos.htm>. Once the CPD Director approves the memo, the ACL or Project Manager may select a consultant using one of two options:

- **Option A: Request additional information from a consultant that has an existing agreement**

The additional information should be submitted in five pages or less, on single-sided, double-spaced sheets, using 12-point font. The supplemental information will be scored and ranked separately from the original submittal. The Project Manager must record this score and send a copy to the CPD.

- **Option B: Schedule Interviews**

If the ACL or Project Manager chooses to initiate the interview selection process, he or she must document the process and send a copy to the CPD.

Washington State  
Department of Transportation

Memorandum

DATE:

TO: Director, Consultant Services  
MS-47323  
Ph- (360) 705-7103

FROM: MS-  
Ph-

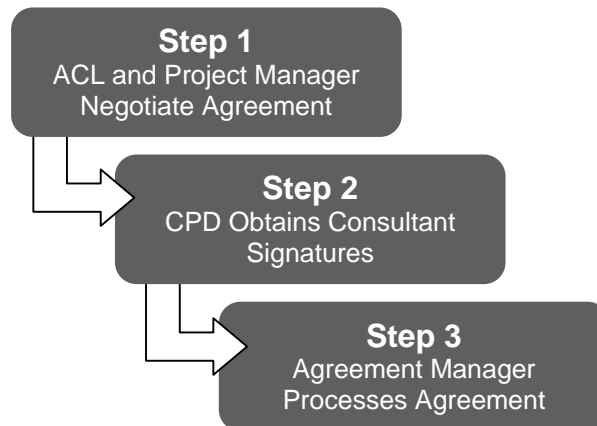
SUBJECT: Request for Consultant Services- Competitive Selection  
 Personal Services or  A&E Project Specific  
 Personal Services or  A&E On-Call

Project Title:

1. Project Manager Name, Phone Number, and Org Code.  
Name: Phone: Org Code:

2. Include charge codes for the cost of advertisement. (Note: Your advertisement will not

# 10. Negotiating A&E On-Call Consultant Agreements



## Step 1: ACL and Project Manager Negotiate Agreement

Once the consultant has been selected, the ACL and Project Manager will meet with the firm to negotiate the scope of work and all associated direct project costs. If applicable, the ACL will verify with CPD the available dollar threshold under the current On-Call agreement. The Project Manager will prepare a summary of consultant financial negotiations and send it to the ACL for further distribution to the CPD. The document will include the following:

- Summary of consultant direct salary cost, escalation (if any), overhead, fixed fee, direct non-salary costs, and total multiplier.
- Summary for each sub-consultant, including name, D/M/WBE status, services provided, not-to-exceed dollar amount, percentage of total agreement, direct salary cost, escalation (if any), overhead, fixed fee, direct non-salary costs, and total multiplier.
- D/M/WBE summary, including a comparison of the total agreement dollar amounts and percentages and the D/M/WBE goal (if applicable).
- Rationale for selected agreement type (e.g., Personal Service or A&E agreements), total amount of the agreement and a breakdown of each supplement (if applicable).
- Project deliverables.
- Comparison of total hours and costs for the consultant estimate compared to WSDOT's estimate.
- Date request memo for consultant services was approved.

- Date of negotiation meeting(s).

Once negotiations are complete, the ACL or Project Manager will complete the Negotiation Survey (Appendix 14) and forward it to the CPD Director.

## **Step 2: CPD Obtains Consultant Signatures**

The ACL will create a task order document (TOD) that includes the negotiated scope of work and cost estimate as separate attachments. The ACL will forward the TOD materials to the CPD for input into the CPD database. The CPD will obtain consultant signatures for two original documents. The consultant will return both signed originals to WSDOT.

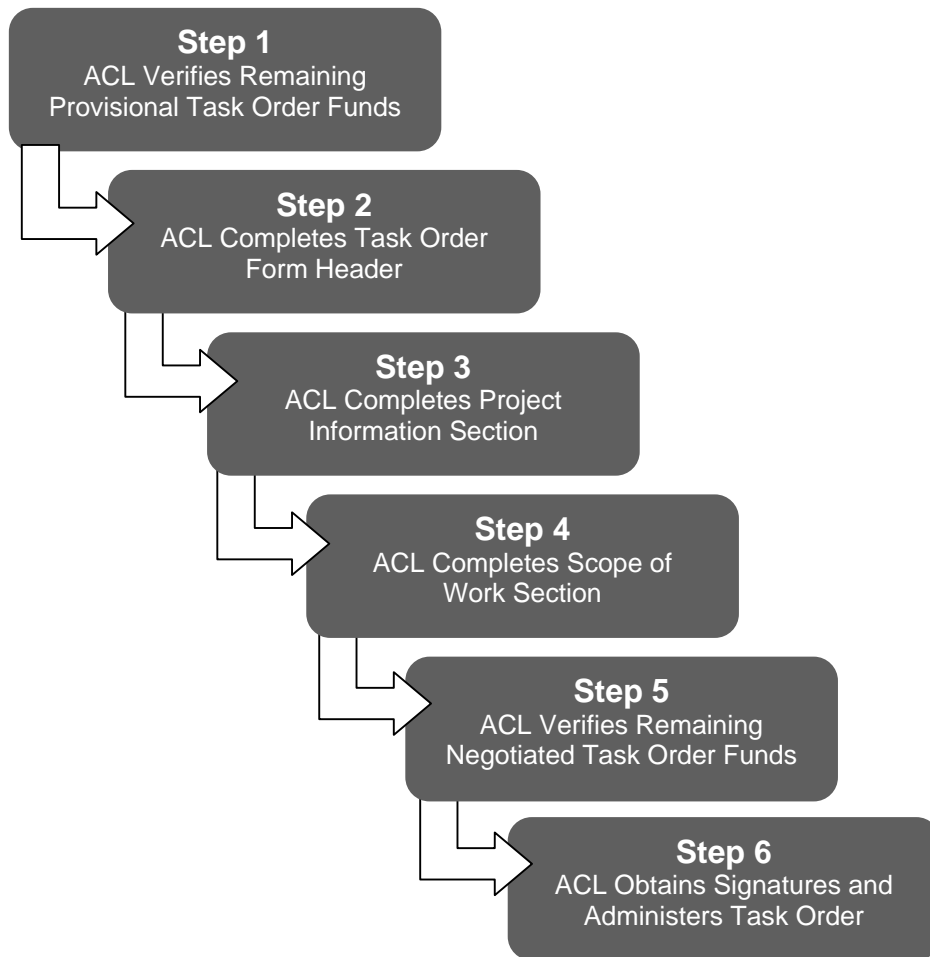
## **Step 3: Agreement Manager Processes Agreement**

The CPD will forward the TOD materials to the Agreement Manager for the third signature. The Agreement Manager will take the following steps:

- Send one original to WSDOT Headquarters accounting office.
- Send one original to the Consultant.
- Send one electronic copy to ACL.
- Send one electronic copy to CPD.
- If applicable, keep electronic copy of OFM review or approval of Personal Service agreement.
- Notify the ACL to proceed with the TOD work.

The Consultant may begin work on the effective start date of the task order.

# 11. Task Order Documents



This chapter outlines procedures for establishing a provisional or negotiated task order. Provisional Task Order Agreements are subject to audit and amendment during the first 12-month period. Negotiated Task Order Agreements are settled with both parties and therefore can't be changed until the negotiation window is open. After the master On-Call task order agreement has been executed, WSDOT may not authorize, nor may the consultant perform work, without a written task order document.

## Step 1: ACL Verifies Remaining Provisional Task Order Funds

The WSDOT Task Manager will contact the ACL to determine the amount of remaining budget in the agreement. If the proposed task order is less than or equal to the available funds, continue on to Step 2. If not, the ACL will either contact CPD for assistance or use a different On-Call consultant.

## Step 2: ACL Completes Task Order Form Header

The ACL will download a Task Order from the File Maker Pro task order database and complete the required elements on the form's header:

- Agreement Number (normally would be a "Y" Agreement).
- Task Number (this will always be AA, AB, AC...ZZ).
- Amendment Number (the original task is 00; if you are amending an existing task, begin with 01).
- Work Order Number.

## Step 3: ACL Completes Project Information Section

The ACL will complete the project information section on the task order form:

- On-Call Agreement Manager information.
- Project Manager information.
- Task description.
- Task schedule.
- Task cost.
- Consultant contact information.
- Scope of Task Order.
- Sub-consultant worksheet (if applicable).

## Step 4: ACL Completes Scope of Work Section

The ACL will meet with the consultant to determine the project scope, and then complete the scope of work section on the task order form. The ACL may either complete this section of the TOD or reference the Scope of Work and attach it. Required information includes:

- Purpose for the amendment (e.g., change in scope, need for time extension, or need for additional services).
- Clear, concise scope of work that provides a list of tasks, description of consultant and sub-consultant roles and responsibilities, schedule, and key milestones. Normally, the scope of work is included as an attachment to the task order form.
- Detailed estimate for each task including classification of employees performing the work, number of hours for each task, employee hourly rates, any reimbursable direct costs and total prime consultant and sub-consultant costs.



If the task is being amended, the scope and cost estimate will reflect the additional costs (if any) of the new work. The ACL will ensure that hourly billing rates of all consultant staff working on the new task are consistent with the original master agreement. If the consultant submits unapproved billing rates, the ACL will contact CPD before proceeding to Step 5. Before proceeding to the next step, the ACL will also ensure that the start and end dates of each task are within the timeframe of the original Master Agreement. If this is not the case, the ACL will contact CPD for assistance.

## **Step 5: ACL Verifies Remaining Negotiated Task Order Funds**

Once the scope of work and cost estimate have been determined, the ACL or Task Manager will ensure:

- There are adequate funds in the master agreement to fund the task order. If not, the ACL will contact CPD for direction.
- The appropriate program management office has been contacted to determine if adequate funds are available in the work order.

If adequate funds are available in the master agreement and the work order has been set up with sufficient funds, proceed to Step 6.

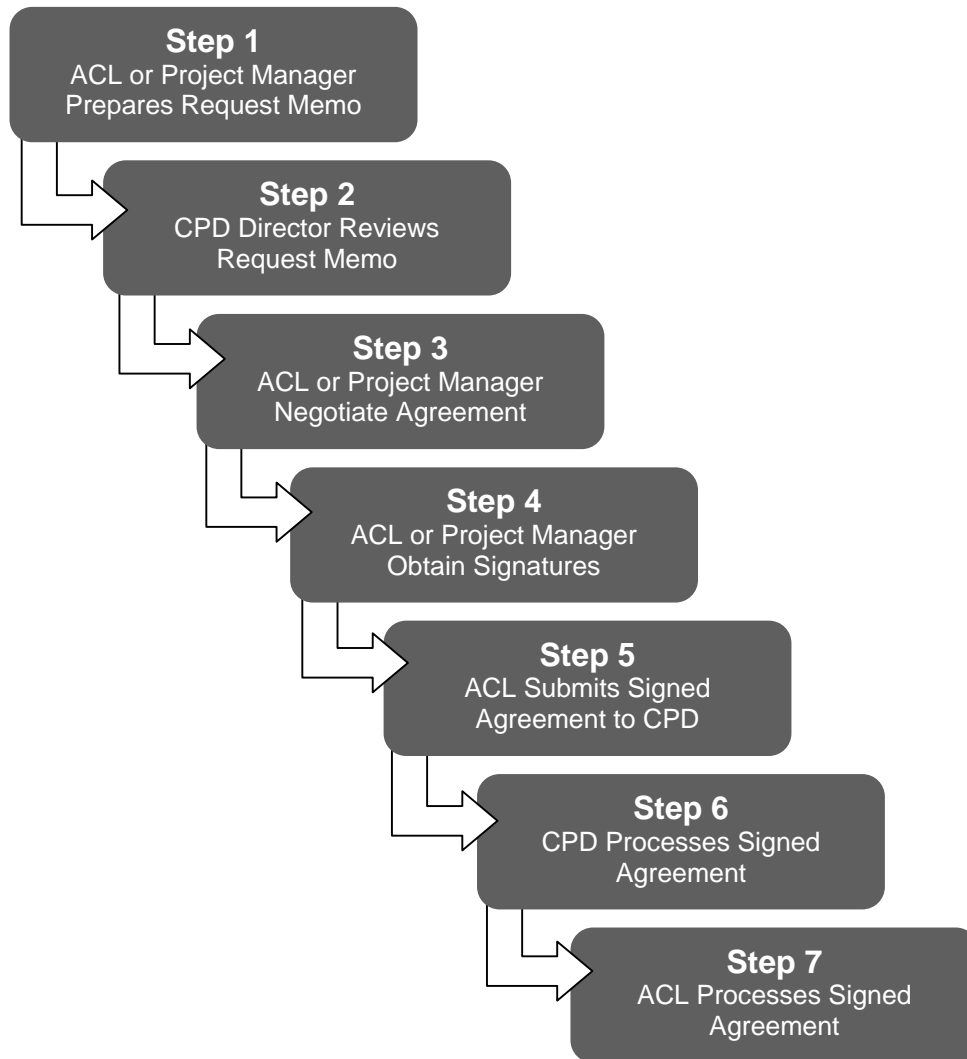
## **Step 6: ACL Obtains Signatures and Administers Task Order**

First, the ACL will obtain consultant signatures on two original task order forms, then obtain the Regional Administrator's (or designee's) signature on both originals. The ACL will forward the TOD to the Agreement Manager for his or her signature. Once the TODs are signed, the ACL or Task Manager will:

- Send one original to WSDOT Headquarters accounting office.
- Send one original to the Consultant.
- Send one copy (electronically) to ACL.
- Send one copy (electronically) to CPD.
- Keep copy (electronically) of OFM review or approval of Personal Service agreement (if applicable).
- Notify the ACL to proceed with the TOD work.

The Consultant may begin work on the effective start date of the task order.

## 12. Supplemental Consultant Agreements



### Step 1: Prepare Supplemental Agreement Request Memo

If the supplement will increase the maximum dollar amount of the agreement, the ACL or Project Manager will determine if a supplement is necessary. If it is, the ACL or Project Manager will prepare the Supplemental Request Memo, and available from the CPD website:

<http://www.wsdot.wa.gov/Consulting/requestmemos.htm>. The memo will be sent to the ACL for review, and then forwarded to the CPD Director for approval.

## Step 2: CPD Director Reviews Request Memo

The CPD Liaison reviews the request and forwards to the CPD Director for approval. The CPD will inform the ACL or Project Manager in writing. If the request is denied, the CPD Liaison will provide an explanation.

Washington State  
Department of Transportation

Memorandum

DATE:

TO: Director, Consultant Services  
MS-47323  
Ph- (360) 705-7103

FROM: MS-  
Ph-

SUBJECT: Request for Consultant Services- Supplement Original Agreement  
Agreement Number: , Supplement Number:  
Project Title:  
Prime Consultants Name:

1. Project Manager Name, Phone Number, and Org Code.  
Name: Phone: Org Code:

2. Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

## Step 3: ACL or Project Manager Negotiate Agreement

Once the supplemental agreement request has been approved, consultant negotiations begin. If the supplement is a Lump Sum or Cost Plus a Fixed Fee, the ACL or Project Manager will send a request to the CPD Assistant Director/Chief Negotiations Officer (CNO) to negotiate the scope of work and all associated direct project costs. The CNO will either approve the negotiation request or contact the ACL or Project Manager to explain why the request was denied.

The Project Manager will also complete a record of negotiations. This document will summarize the financial negotiations made with the consultant, including rationale for selected payment method, direct salary costs, overhead costs, fixed fee percentages, and reimbursable costs. This information must be reviewed and approved by the CNO and made part of the permanent agreement record.

## Step 4: ACL or Project Manager Obtain Signatures

Once the supplement has been negotiated, the ACL or Project Manager will obtain consultant signatures for two original documents. The consultant will return one signed copy to WSDOT and keep one for his or her file. WSDOT may authorize Notice to Proceed prior to the CPD Director's signature if all parties agree and the agreement is documented in the file.

## Step 5: ACL Submits Signed Agreement to CPD

After the consultant signs the agreement, the ACL will send the original to CPD. Next, the CPD will:

- Review agreement to ensure that applicable federal and state regulations are met.
- Ensure that the cost exhibit supports the proposed scope of work.
- Obtain approval from Assistant Attorney General in cases where agreement is not a boilerplate.

If the supplemental agreement is for Personal Service and requires OFM filing (refer to Appendix 4), CPD will file the necessary information via the OFM Database:

- OFM request memo.

- OFM filing face sheet.
- Written statement confirming that proposed consultant costs are appropriate for the project.
- If applicable, written statement confirming that the agreement will not be administered without OFM approval.

## **Step 6: CPD Processes Signed Agreement**

After the supplemental agreement has been processed by CPD and approved by OFM (if applicable), the CPD Director will sign the agreement and take the following steps:

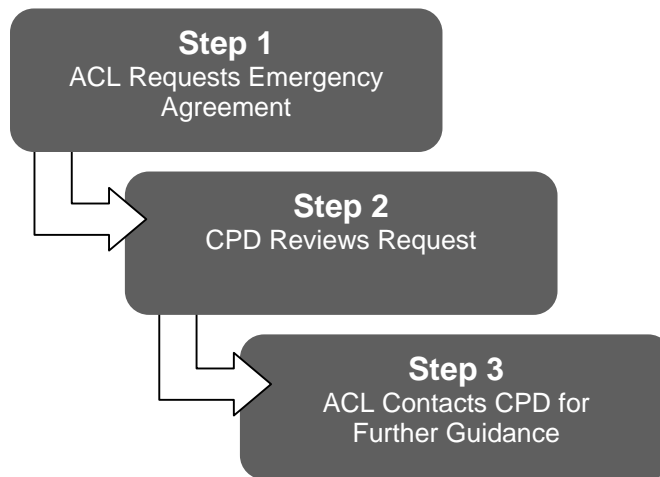
- Prepare and send one original copy of Agreement Edit Form to WSDOT Headquarters accounting office.
- Send one copy of Agreement Edit Form to ACL.
- Send one original copy of the Agreement Supplement to the consultant.
- Keep one original copy of Agreement Edit Form for CPD Headquarters.
- Keep copy of OFM database information submitted.
- Input information into the Headquarters CPD Agreement Database.

## **Step 7: ACL Processes Signed Agreement**

The ACL will:

- Set up work order in TRAINS to ensure proper invoicing and payments.
- Send one copy to Project Manager.
- Keep one copy for WSDOT records.
- Keep one electronic copy.

# 13. Emergency Consultant Agreements



This chapter provides guidance for situations that require an emergency agreement. An emergency situation is defined by a real, immediate threat to essential state functions; or unforeseen circumstances beyond the control of WSDOT that may result in material loss, damage to property, bodily injury, or loss of life if immediate action is not taken.

## Step 1: ACL Requests Emergency Agreement

The ACL will prepare an emergency services request memo that can withstand public, legislative, and WSDOT executive scrutiny. The memo will:

- Explain the nature of the emergency and relevant associated circumstances.
- Describe the threat to health or safety of individuals, property, or essential state functions if immediate action is not taken.
- Provide an estimate of the potential material loss or damage.
- Explain how Consultant Programs Division Office could alleviate or eliminate the emergency.
- Describe the risks and consequences associated with inaction.
- Describe the consultant qualifications, experience and background specifically related to emergency services and the basis on which this consultant was selected.
- For Personal Service agreements, explain how WSDOT negotiated fair and reasonable costs, given that there was no competitive consultant selection process.

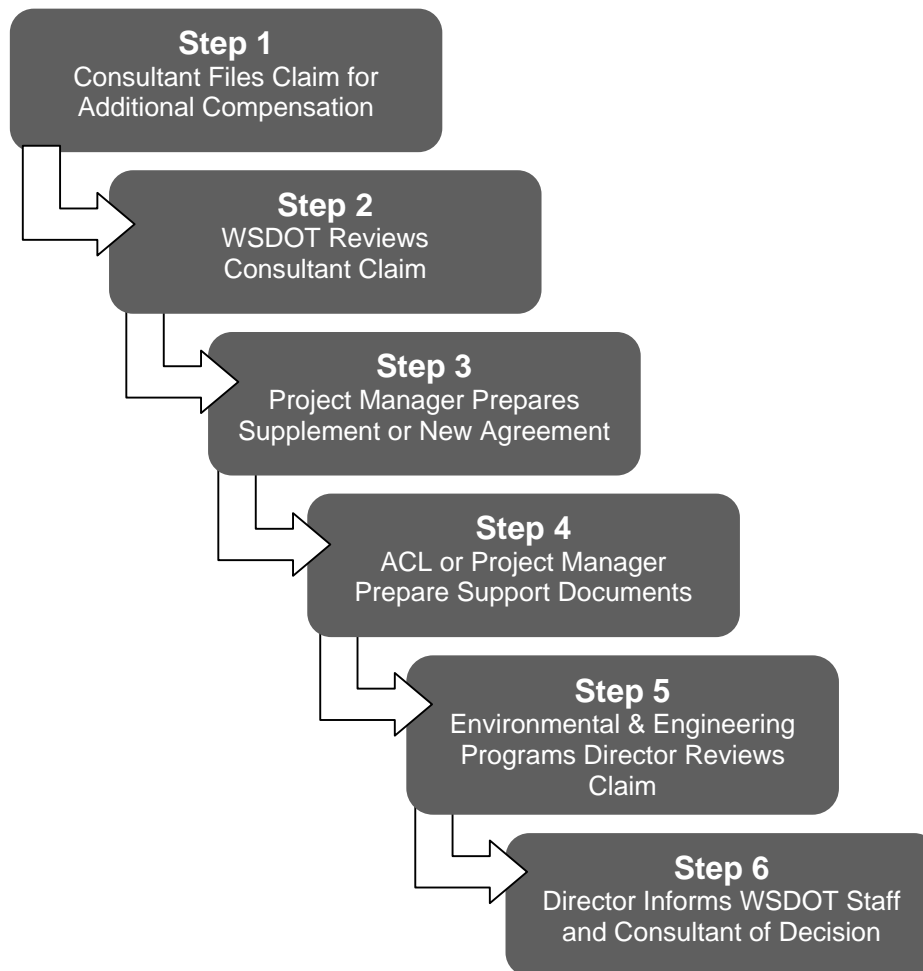
## **Step 2: CPD Reviews Request**

CPD will review the emergency consultant services request memo for accuracy. After the request is approved, CPD will inform the ACL by telephone or email. If the request is not approved, CPD will either explain the reasons for the denial, or identify additional information for further consideration.

## **Step 3: ACL Contacts CPD for Further Guidance**

Once the emergency services request has been approved, the ACL will contact CPD for guidance in selecting a consultant and administering the emergency agreement.

# 14. Consultant Agreement Claims



This chapter explains WSDOT consultant agreement claim procedures. The following process should only be applied to consultant claims greater than \$50,000. The ACL or Project Manager will negotiate a fair and reasonable price for consultant claims amounting to \$50,000 or less.

## Step 1: Consultant Files Claim for Additional Compensation

If the consultant determines that he or she was asked to perform additional tasks outside of the project scope, consultant may be entitled to a claim. To initiate the process, the consultant will file a claim with the WSDOT Project Manager. The consultant claim must include the following:

- Explanation as to why the additional work was outside the original project scope.

- Dates of the additional work performed outside of the project scope.
- Summary of direct labor, overhead, profit and reimbursable costs for each firm included in the claim.
- Copies of correspondence that directed the consultant to perform the additional work.

## **Step 2: WSDOT Reviews Consultant Claim**

The Project Manager will review the consultant claim and meet with the ACL or WSDOT Executive. If the project includes federal funding, the Project Manager will forward a copy of the consultant claim along with the WSDOT recommendation to FHWA for its consideration.

## **Step 3: Project Manager Prepares Supplement or New Agreement**

If the Project Manager, ACL (or Executive), and FHWA (if applicable) agree with the consultant's claim, the Project Manager will send a request memo (including backup documentation) to CPD to either supplement the agreement, or create a new agreement for the claim. Once approved, the Project Manager or ACL will write the supplement or new agreement and reimburse the consultant for the claim amount. The Project Manager will need to remind the consultant that the claim payment is subject to audit. At this point, no further action is needed regarding the claim procedures. If the new or supplemental agreement is for Personal Service, the CPD Director will submit the consultant claim request and support documentation to OFM for approval. If WSDOT disagrees with the consultant claim, proceed to Step 4.

## **Step 4: ACL or Project Manager Prepare Support Documents**

If WSDOT disagrees with the consultant claim, the ACL or Project Manager will prepare a summary for the WSDOT Environmental & Engineering Programs Director that includes:

- Copy of consultant claim filed with WSDOT Project Manager.
- WSDOT summary of direct labor, overhead, profit and reimbursable costs for each firm included in the claim.
- Copies of correspondence that directed the consultant to perform the additional work.
- Description of why WSDOT disagrees with Consultant claim.
- Recommendations for resolving the claim.
- Summary of lessons learned from the process (e.g., how WSDOT can avoid future claims).



## **Step 5: Environmental & Engineering Programs Director Reviews Claim**

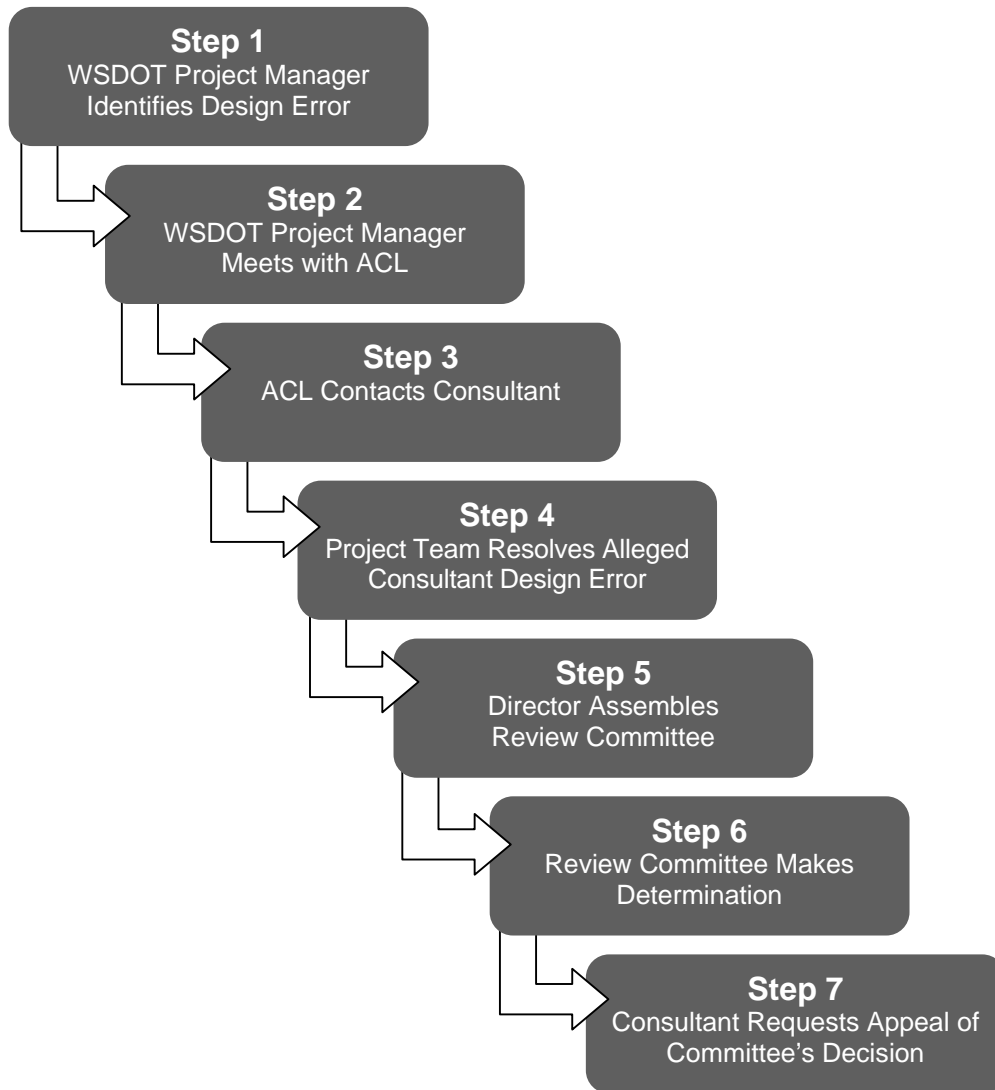
The WSDOT Environmental & Engineering Programs Director will review the support documentation and either approve or deny the consultant claim. If the project includes federal funding, the Project Manager will forward a copy of the consultant claim along with the WSDOT recommendation to FHWA for its consideration and approval.

The WSDOT Environmental & Engineering Programs Director will advise the Secretary of Transportation in cases where the consultant claims are highly publicized, may be of a sensitive nature, or have significant economic impact.

## **Step 6: Director Informs WSDOT Staff and Consultant of Decision**

The WSDOT Environmental & Engineering Programs Director will prepare a written summary of his or her final consultant claim decision for the CPD Director, Department Executive, ACL, and Project Manager. The summary will include the rationale for the decision and the final claim amount. The Project Manager or ACL will notify the consultant in writing regarding the Environmental & Engineering Programs Director's final claim decision.

# 15. Consultant Design Error Procedures



This chapter explains how to determine whether a consultant design error goes above and beyond the generally accepted margin of error in the industry. The chapter establishes a uniform method for resolution and cost recovery procedures in circumstances where WSDOT believes it has incurred material damage due to a consultant design error.

## Step 1: WSDOT Project Manager Identifies Design Error

At the first sign of consultant design error, the WSDOT Project Manager should immediately notify his or her supervisor and the ACL regarding the potential design error(s).

## Step 2: WSDOT Project Manager Meets with ACL

The ACL will meet with the Project Manager and appropriate WSDOT executive staff member to discuss the magnitude of the alleged consultant design error(s). The Project Manager's team will be asked to gather very detailed documentation; more than what is normally required for a project. Examples include: all decisions made to date, descriptions of work performed, photographs, and records of labor, materials and equipment.

## Step 3: ACL Contacts Consultant

Once the WSDOT team determines the need for further action, the ACL will contact the consultant regarding the alleged design error(s) and schedule at least one meeting between WSDOT and the consultant team. The ACL, Executive and Project Manager will represent WSDOT at the meeting and the consultant should be represented by its Project Manager and any other personnel (including sub-consultants) deemed appropriate.

## Step 4: Project Team Resolves Alleged Consultant Design Error

Following the meeting(s) with the consultant, there are three possible outcomes:

- 1. Mutual agreement: No consultant design errors occurred.** If WSDOT and the consultant agree that no design errors occurred, the process will stop here.
- 2. Mutual agreement: One or more consultant design errors occurred.** If WSDOT and the consultant agree that design errors did occur, the WSDOT Executive will assist the ACL or Project Manager in negotiating a settlement with the consultant. The settlement could come in the form of payment to WSDOT, or it could be a reduction in the consultant agreement for the services in which the design error took place. Once WSDOT and the consultant agree on appropriate reimbursement, no further action is necessary.
- 3. No mutual agreement.** The consultant may request that the issue be forwarded to the Environmental & Engineering Programs Division Director for review. It may be determined that there is a need to form a Review Committee to resolve the alleged consultant design error(s) issue. In this case, proceed to Step 5 below.

## Step 5: Director Assembles Review Committee

The ACL will contact the Environmental & Engineering Programs Division Director. The Director will take the following action:

- Review all available information, including costs, and determine whether or not WSDOT will request reimbursement from the consultant for the legally recoverable costs incurred as a result of the alleged consultant design error(s).
- If necessary, the Director will seek legal assistance from the Attorney General's Office.
- If the Director determines that no further action is necessary, he or she will inform the Executive, ACL, and Project Manager in writing about the decision. The Executive or ACL will inform the consultant in writing about the decision. Once notification is complete, no further action is necessary.
- If the Director determines that WSDOT should pursue reimbursement from the consultant, he or she will assemble a Review Committee to discuss and assess the magnitude of the alleged consultant design error(s). Review Committee membership will include:
  - Environmental & Engineering Programs Division Director.
  - WSDOT Department Executive assigned to project.
  - State Construction Engineer.
  - Representative from the Consulting Engineers Council of Washington (CECW); American Institute of Architects (AIA); Society for Naval Architects and Marine Engineers (SNAME), or others as deemed appropriate for the project.
  - Representative from FHWA, Federal Railroad Administration (FRA), Federal Aviation Administration (FAA), U.S. Coast Guard, or others as deemed appropriate for the project.

## Step 6: Review Committee Makes Determination

WSDOT and the consultant will make separate presentations to the Review Committee regarding the alleged consultant design error(s). Depending on the case, multiple presentations by either side may be involved. After the Review Committee has studied all available information, the Environmental & Engineering Programs Division Director will lead the Review Committee in its deliberations to determine if the consultant was negligent. Deliberations will be based on commonly accepted industry-wide professional standards. Review Committee will have several responsibilities:

- If the Review Committee determines that there were no design error(s), it will notify the Executive, ACL, Project Manager, and consultant in writing about the decision and the Committee's rationale.
- If the Committee recommends reimbursement, it will determine the amount and notify the consultant and Environmental & Engineering Programs Division Director in writing regarding the decision and options for repayment or appeal. The Committee will lead all consultant settlement negotiations.

- If the consultant agrees to reimburse WSDOT through payment deductions, the Review Committee will notify the WSDOT Comptroller in writing, request the appropriate deductions, and release the consultant from further liability.
- If the consultant pays the full reimbursement amount, the Review Committee will acknowledge receipt of payment and release the consultant from further liability.
- If the consultant refuses to pay, doesn't appeal the decision, and has payments due from other agreements, the Review Committee will notify the WSDOT Comptroller in writing and request that payments due to the consultant be withheld until reimbursement is received.
- If the consultant refuses to pay, doesn't appeal the decision, and has no other payments due, the Review Committee will notify the Office of Attorney General in writing and request legal action.
- If the consultant requests an appeal of the Review Committee's decision, the Committee will notify the Environmental & Engineering Programs Division Director in writing and provide all pertinent details concerning the alleged error(s) and decisions made to date. The Committee will notify the consultant in writing of any actions taken regarding the appeal.

If the consultant doesn't appeal the Review Committee decision, stop here. There is no need to continue to Step 7.

## **Step 7: Consultant Requests Appeal of Committee's Decision**

If the consultant requests an appeal, the Environmental & Engineering Programs Division Director will establish a three-member Appeal Committee consisting of:

- Environmental & Engineering Programs Division Director.
- One member of CECW, AIA, or SNAME.
- A third member collectively selected by the first two members.

If difficulties arise in the selection of the third Appeal Committee member, WSDOT and the consultant may appeal to the American Arbitration Association (AAA) for assistance. The AAA will submit a list of three design professionals for consideration as the third member. If WSDOT and the consultant can't agree on the third member within 45 days after the first two members were selected, the AAA will appoint the third member.

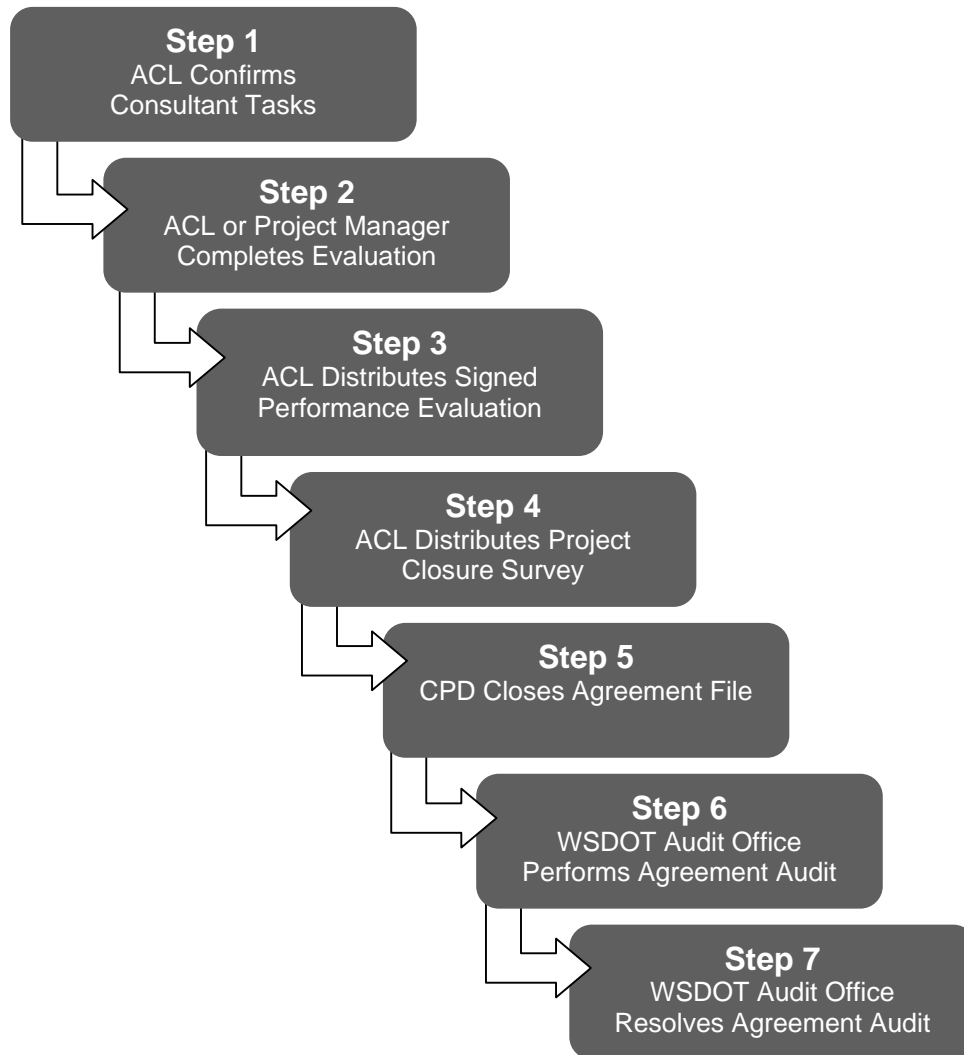
WSDOT and the consultant will share all costs and fees associated with AAA services. WSDOT will pay travel and per diem at current state rates for the WSDOT Appeal Committee member and half of the third member's costs. The consultant will be responsible for costs associated with its member and half of the third member's costs.

The WSDOT Environmental & Engineering Programs Division Director will lead the Appeal Committee in its deliberations to determine if the consultant was negligent. Deliberations will be based on commonly

accepted industry-wide professional standards. The Environmental & Engineering Programs Division Director will have several responsibilities:

- Schedule an Appeal Committee meeting to establish procedures and distribute details and documents regarding the alleged consultant design error.
- Once the Appeal Committee has determined whether or not the alleged design error has been substantiated, the Director will inform the consultant and the Review Committee in writing of the decision.
- If the Appeal Committee determines that consultant design error(s) did occur, follow the instructions outlined in Step 6 above.
- Although WSDOT and the consultant should carefully consider the Appeal Committee's recommendations, they are not binding. Either party may appeal a recommendation to the Appeal Committee for reconsideration. However, if the Appeal Committee's recommendations don't resolve the dispute, all records and written recommendations, including any minority reports, will be admissible in any subsequent litigation.
- In the event that the consultant initiates a lawsuit, all action by WSDOT, under this manual, will need to stop and the matter will be turned over to the Office of Attorney General for further action.

# 16. Closing Consultant Agreements



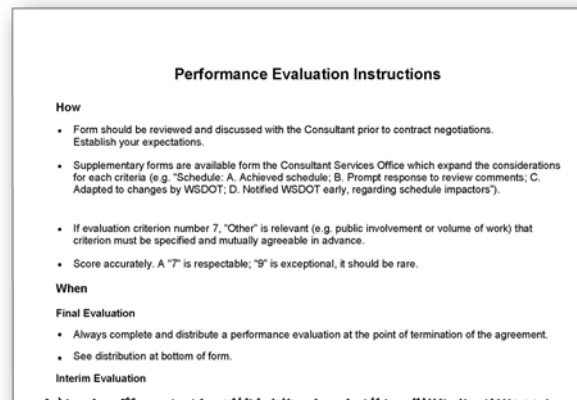
## Step 1: ACL Confirms Consultant Tasks

The ACL will contact the WSDOT Project Manager to confirm that the consultant has completed the scope of work and any possible claim procedures. If the Project Manager confirms that the consultant has successfully completed the agreement, the ACL will initiate payment of the final consultant voucher invoice through the WSDOT chief accountant (or comptroller).

## Step 2: ACL or Project Manager Completes Evaluation

The ACL or Project Manager will complete WSDOT Form 272-019, Performance Evaluation, pictured at right. The form can be downloaded from the Forms Management Pages:

[www.wsdot.wa.gov/forms/update/272\\_019.PDF](http://www.wsdot.wa.gov/forms/update/272_019.PDF). If the WSDOT evaluator needs to provide more detail for any of the evaluation criteria, supplementary forms are available from the Consultant Programs Division Office. The ACL will ensure that the entire evaluation form has been completed, and then he or she will sign it.



Once the ACL reviews and signs the evaluation, he or she will send it to WSDOT Executive staff for approval. The Executive, ACL and Project Manager must all sign the performance evaluation form before it is forwarded to the consultant for signature.

## Step 3: ACL Distributes Signed Performance Evaluation

Once the consultant has signed the performance evaluation, the ACL will prepare an agreement termination letter, attach it to the original performance evaluation, and send both to the consultant. The ACL will distribute copies of the signed performance evaluation to the CPD Director and WSDOT Audit Office (this will serve as a reminder to perform a post audit on applicable agreements).

## Step 4: ACL Distributes Project Closure Survey

The ACL will distribute the Negotiation Survey (Appendix 14) and Project Closure Survey (Appendix 15) to the consultant and all WSDOT project staff. Completed surveys will be returned to CPD Director.

## Step 5: CPD Closes Agreement File

After CPD receives a copy of the closure letter and the consultant performance evaluation, CPD will:

- Ensure that the performance evaluation form is included in the CPD internal database.
- Recycle agreement file materials after the information has been scanned and saved to the CPD agreements hard drive. All materials must be distributed electronically to the accounting office for subsequent filing and archiving.
- Send notification to the WSDOT accounting office requesting termination of the agreement via the TRAINS system.

If there is no audit of the agreement, the process ends here.



## **Step 6: WSDOT Audit Office Performs Agreement Audit**

If the WSDOT Audit Office performs an audit of the agreement, it will send a copy of the final audit report to the consultant, the CPD Director and the Audit Resolution Officer (if necessary) for final resolution. If audit resolution is not necessary, the process ends here.

## **Step 7: WSDOT Audit Office Resolves Agreement Audit**

If necessary, the Audit Resolution Officer will arrange a meeting with the WSDOT auditor and the consultant to discuss the audit. The Audit Resolution Officer will also inform the Project Manager and ACL of this meeting in the event their input is necessary. If the agreement involves federal funds, the consultant will meet with FHWA to obtain its input regarding resolution of the agreement.

Once the agreement is resolved, the Audit Resolution Officer will either request payment from the consultant (based the audit findings) or coordinate consultant reimbursement.

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## Appendix 1

# WSDOT Agreement Definitions

There are four basic agreement types currently used by WSDOT:

- Hourly Rate
- Task Order Hourly Rate
- Lump Sum
- Cost Plus a Fixed Fee

The payment methods may be based on provisional or negotiated rates (see “Provisional versus Negotiated Rates” below) for Hourly Rate agreements.

### Hourly Rate

If a negotiated rate method of payment is utilized, the ACL or designee should obtain the most recent applicable audited overhead rate from the WSDOT Audit office whenever possible. The negotiated overhead rates, acceptable wage rates, and some in-house reimbursable costs are normally established based on recommendations from the Audit office. The Consultant Programs Division reserves the right to negotiate contract costs whenever necessary. The negotiated fee percentage is also negotiated. The All-Inclusive Hourly Rates, when negotiated, are not subject to adjustment during a post-agreement audit.

### Task Order Hourly Rate (Provisional and Negotiated)

On-Call Hourly Rate Master Agreements (provisional or negotiated) are established for work that has not yet been defined. When a work assignment has been defined and estimated by WSDOT, a Task Order Document (TOD) is prepared. The Project Manager with the assistance of the CPD negotiates the parameters for the task order in terms of time, scope of work, staffing, hours, and maximum amount payable. Any change to those conditions may necessitate a TOD amendment (and perhaps, a supplement to the agreement.) Each TOD may be set up for different organizations, work orders, projects, or portions of projects. . An electronic version of the TOD is available through Filemaker Pro forms.

### Lump Sum (Negotiated Only)

This method of compensation is appropriate if the scope of work (quantity and type) can be clearly defined. It requires the WSDOT Project Manager to prepare an estimate detailing the hours required for

each type of work as well as the hourly rate. The estimate is prepared, signed and dated by department personnel who are qualified and familiar with the proposed type of work.

The agreement is then negotiated with the Consultant. Supplements to a lump sum agreement are rare and difficult to justify, unless significant unanticipated, additional work is necessary for completion of the project. If the Consultant performs the work more efficiently and economically, they are paid the full agreement amount; if they exceed the estimate, the compensation does not change. Payment is made according to percentage of work complete.

## **Cost Plus a Fixed Fee (Provisional and Negotiated)**

This method of compensation is used when the extent of work and the labor and other expenses required for project completion cannot be fully and accurately estimated for each separate work element in advance. This type of agreement is discouraged due to the prevalence of scope creep. The costs are estimated for:

- The salaries of employees for the time directly chargeable to the project, and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement;
- Direct non-salary costs anticipated in fulfilling the terms of the agreement;
- Overhead costs for the period of performance, which is subsequently adjusted upon completion of Audited Overhead Rates.
- Direct non-salary costs needed during the period of performance which are not normally part of the consultant's overhead but are necessary to the project.
- The fixed fee which represents the Consultant's profit.

Advantage to the department: Although level of effort, work hours, and other expenses are estimated for each anticipated element of work, some redistribution of work effort is possible later. (Redistribution from firm to firm may require a supplement to the agreement.) Unlike lump sum agreements, we do not pay for unexpended hours or budgeted items for which cost was not incurred. WSDOT expects a final product can be produced within the overall parameters of the agreement.

Advantage to the Consultant: If the firm can complete the work more efficiently than shown in the agreement (fewer hours, more productive personnel, etc.) they may claim the fixed fee associated with the unexpended hours.

## Provisional Rates

Provisional rates should be used when the following types of conditions exist:

- The prime Consultant has not had a recent audit performed by WSDOT and the amount authorized to the prime exceeds \$250,000;
- Any sub-Consultant that has not had a recent audit performed by WSDOT and the sub-Consultant authorized amount exceeds \$250,000;
- The agreement is for less than \$250,000, but the prime Consultant has not previously been audited by WSDOT; and
- The agreement must begin before an audit can be completed. An audit will typically take from one to two months to complete after an audit request is received.

If a provisional rate method of payment is utilized, the Area Consultant Liaison (ACL) or Project Manager shall submit an audit request to the WSDOT Director of Auditor. Audit schedules may not coincide with your project schedule. In the event the project must begin before audit results are available, ACL's may ask the Audit office for recommendations for "provisional rates" for overhead, using those rates for the original agreement. The direct labor rates, reimbursable direct expenses, and the fee percentage will be reviewed during the pre-award audit. The fee (profit) is determined by the ACL or Project Manager (this percentage is usually not adjusted by the Audit office) based on a formula, which uses factors such as the size, complexity, risk, and duration of the project. When an audit report is issued, a supplemental agreement shall be written to establish negotiated rates: those rates will be applicable (retroactively) to the first 12 months of the agreement (and thereafter unless renegotiated).

## Appendix 2

# Personal Service and A&E Consultant Agreement Categories

If you need help determining whether your proposed project is a Personal Service or A&E consultant agreement, contact your ACL or refer to the categories below.

### Personal Service Agreements

According to RCW 39.29, Personal Service includes professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement. Examples include environmental planning, public involvement and information technology. When advertising and selecting Personal Service consultants (reference RCW 39.29), cost may be a consideration during the competitive selection process.

### Architectural and Engineering (A&E) Agreements

According to RCW 39.80, A&E Service includes engineering, land surveying, architecture, and landscape architecture. A&E Service agreement filing requirements are quite different from Personal Service agreements. For example, OFM approval is not required for A&E Service agreements or supplements. However, the Headquarters Consultant Services Office (CPD) is responsible for filing all A&E Service agreements and supplements with OFM on a quarterly basis. When advertising and selecting for A&E Service consultants (reference RCW 39.80), cost is only considered after the project is awarded to the most qualified firm. At that point, cost becomes part of the negotiation process.

### Examples of Personal Services

- Accounting
- Actuarial
- Analysis of processes
- Appraisal
- Art Work
- Audio and video media productions
- Auditing
- Business analysis and assessment services
- Business process reengineering
- Communications (maps, brochures, pamphlets, posters)
- Conference and trade show coordination
- Consultation on programs, plans, systems
- Counseling Employees
- Curriculum Development
- Economic analysis and consultation

- Environmental planning and technology
- Evaluation of processes, programs, systems
- Executive recruitment
- Expert witness for litigation
- Facilitation for groups, projects, retreats
- Facilities, planning and coordination
- Feasibility studies (except when part of A&E project)
- Financial services
- Fundraising
- Grant writing
- Graphic design
- Guest speakers
- Investigations (personnel related)
- Investment advisors and management
- Labor negotiations and labor relations services
- Legal services
- Legislative liaison services
- Lobbying services
- Management consulting
- Marketing services, including identify market opportunities, promotion, market research surveys
- Mediation, negotiation and arbitration services
- Medical and psychological services, including evaluation and consultative services, blood draws, physicals
- Needs assessment (except when part of A&E project)
- Operational assessments
- Organization development
- Outreach services
- Peer review
- Planning services (except when part of A&E project)
- Policy development and recommendations
- Productivity improvement
- Program development, assessment, implementation, coordination, evaluation,
- Public involvement services (except when part of A&E project)
- Quality assurance and control services
- Recommendations on processes, products, projects, systems.
- Research services (social, environmental, technical)
- Retreat and workshop planning, conduct, coordination
- Scientific and related technical services
- Strategic planning
- Speech and report writing
- Statistical analysis
- Studies, development and conduct
- Surveys (including development, conduct and analysis of results)
- Temporary employment services, professional services: architects, engineers
- Trade development services
- Training (offered to specific categories or classes of employees; or offered to all or most agency employees in the fiscal year)

### **Examples of Personal Service On-Call Environmental Services**

- Air Quality and Noise Studies
- Biological Assessments
- Cultural Resources (Archaeological and Historical Inventory and Impact Assessment)
- Environmental Documentation (Environmental Assessment and Environmental Impact Statement)
- Fish, Water Quality, and Aquatic Resources
- Hydraulics Analysis and Reports
- Landscape Architecture
- Resource Planning
- Stormwater Site Plans
- Wetland and Terrestrial Resources

### **Examples of Personal Service On-Call Hazardous Waste Services**

- Analyze test results; perform material identification and recommend acceptable remedial actions
- Coordinate and arrange for treatment or disposal of solid hazardous waste
- Develop plans for management and control of solid and hazardous materials and wastes, including marine sediments
- Hydrologic Engineering investigations to determine hazardous material transport routes
- Perform emergency hazardous material response activities
- Risk analysis and Toxicity Assessments
- Site Investigation and Assessments
- Soil, Sediment, Surface Water, Ground

### **Examples of Personal Service On-Call Public Involvement Services**

- Brochures
- Newsletters
- Open House
- Public Meetings
- Stakeholder Meetings
- Surveys

### **Examples of Personal Services Information Technology (IT) Services**

- Acquisition planning and technology assessment
- Business and technology planning
- Business process reengineering
- Development of project definition and scope requirements
- Disaster recovery planning
- Feasibility studies
- Needs assessment
- Performance assessment
- Project management
- Quality assurance services
- System architecture
- Systems analysis, design, and implementation
- System development and implementation; integration and migration

### **Example of Engineering Services (Civil Design and PS&E)**

- Base maps
- Computer engineering support
- Construction cost estimates
- Detour and Staging Plans
- Drafting support
- Drainage Plans



- Field survey support
- Title Reports
- Right of way maps
- Specifications
- Project Management
- Roadway, highway and freeway design
- Signalization, signing, illumination and channelization design
- Stormwater Site Plans
- Temporary Erosion and Sediment Control (TESC) Plans
- Value Engineering
- Work Zone Traffic Control Plans

### **Example of Engineering Services (Structural Design and PS&E)**

- Analysis of construction time analysis
- Check shop drawings and make recommendations concerning construction change orders
- Design and detailing for incidental items: signing, illumination, drainage and utilities of structure
- Preparation of construction cost estimates
- Preparation of contract plans
- Preparation of special provisions
- Preparation of structural design for bridges and related structures
- Provide assistance to State in defense of contractor claims (If included in the overall scope of the engineering project. However, legal services and expert witness services would be procured as Personal Services if not part of the overall engineering project)

- Review contractor's proposed construction methods for constructability
- Review contractor working drawings

### **Examples of Engineering Services (Geotechnical)**

- Determine access for exploration
- Determine and evaluate site geology
- Determine condition of existing facilities
- Determine general site conditions
- Evaluate for impacts to construction operations
- Perform field and/or laboratory testing of soil/rock to characterize conditions
- Prepare geotechnical design recommendations for the design of structures, cut slopes, embankments, drainage facilities, marine facilities, highways, rock fall control and landslide corrections
- Review boring logs, soil/rock classification, geophysical test results and groundwater information
- Submit boring layout, proposed sampling and type of boring equipment to be utilized prior to exploration work

### **Examples of Engineering Services (Rail Engineering)**

- Construction Inspection
- Light Density Line Analysis
- LRFA Project Application Preparation
- Project Design
- Project Management
- PS&E

## **Appendix 3**

# **Consultant Programs Division Director and Area Consultant Liaison Responsibilities**

### **CPD Director, as assigned by the Environmental and Engineering Programs Director, will:**

- Exercise responsibility for the implementation of these policies and procedures;
- Provide administrative support and guidance to the consultant selection process that is utilized, whether the process is based upon written material or consultant interviews;
- Represent the CPD during the consultant selection procedures;
- Coordinate with the ACL's from Headquarters, the Regions, and the Divisions for the consultant selection, negotiation, and agreement administration process;
- Provide information to the WSDOT Secretary of Transportation, Director, Environmental and Engineering Programs Division, and other WSDOT Executive staff; OFM; Office of Equal Opportunity (OEO); FHWA or other federal agencies; Washington State Legislature; other state agencies; and the general public regarding the WSDOT utilization of consultant agreements and/or supplements;
- Ensure that Personal Service agreements are filed with OFM in accordance with state regulations; and
- Provide training to ACL's regarding agreement processes for Personal Service and A&E agreements and/or supplements.

## **ACL, appointed by Assistant Secretaries, Directors and Regional Administrators, will:**

- Provide a point of contact to the Director, CPD for each of the areas within the Department to ensure that Personal Service and A&E agreement processes are followed;
- Disseminate policies and procedures to each of the employees within the ACL's office, division, region, etc.;
- Provide assistance to each of the employees within the ACL's office, division, region, etc. for Personal Service and A&E agreements regarding the following areas:
  - Request for Consultant Services and Supplemental Agreement Process;
  - Options for Consultant Selection;
  - Negotiation Procedures;
  - Support Documentation Required for Agreement and/or Supplement;
  - OFM Filing Requirements for Personal Service Agreements and/or Supplements;
  - Biztrak Requirements (Database tracking system);
  - MRF Procedures;
  - Agreement Monitoring and/or Payment Procedures;
  - Task Order Procedures; and
  - Consultant Evaluation.
- Provide point of contact for Consultant community for the following areas:
  - Potential upcoming projects;
  - Responding to questions regarding current advertisements, generally scope of work related;
  - Provide information regarding upcoming negotiation sessions, general meetings, etc.;
  - Updating Consultant as to the status of their agreement and/or supplement;
  - Providing Consultant with notice to proceed for agreement and/or supplement;
  - Questions regarding contract terms;
  - Scope of work clarifications;
  - Provide information regarding payment status of progress billings; and
  - Other requests as necessary.

## **Appendix 4**

# **OFM Personal Service Agreement and Supplement Filing Requirements**

The following Personal Service Agreements and Supplements require OFM filing:

### **Communications**

Includes, but is not limited to, services for design, development or oversight of audio/visual media productions, brochures, manuals, newsletters, maps, signs, posters, annual reports; technical writing/editing; speech writing; grant writing; graphic design services; development of communications strategies; and other related services procured by the department to inform the public or other governmental agencies about a subject. This category excludes services related to installation of computer system linkage and telecommunications systems.

### **Employee Recruiting**

Services performed by a professional search firm to assist in recruitment of a successful candidate to fill a vacant position in the department.

### **Employee Training**

This includes services to meet employee training needs, managerial training, and employee counseling services, guest speakers, and curriculum development. The only employee training services exempt from this designation are those for purchased service training. Purchased service training is that which is offered to all or more employees on a continual and recurring basis (more than six times per year) or satellite training. It is the intent of the Legislature that employee training agreements be submitted to OFM for approval, with the exception of those that clearly fit the definition of purchased service training. Agreements awarded to provide training to local governments or other public or private are not included in the “employee training” filing category, but are still to be treated as Personal Services and filed.

### **Management Consulting**

Includes, but is not limited to, services to assist management of WSDOT with operation or management or of the department, or units or divisions of the department and services which may impact department rule, regulatory issues or services that have broad department implications. This also includes services to

assist management with program development, implementation, coordination, or evaluation; and services which result in operational or managerial recommendations, assessments, reports, and studies. It also includes studies requested by the Legislature and feasibility studies.

Management consulting also includes services for strategic planning, goal setting, needs assessment, business process re-engineering, and facilitators for staff functions or focus groups, harassment and related investigations, mediation and lobbying. Also includes services for the design, development and/or implementation of major department information processing or telecommunications systems; re-engineering of major information technology systems; quality assurance on or evaluation of such systems; and development of information technology strategic plans.

## **Marketing**

Includes, but is not limited to, services to develop or implement a marketing or advertising plan or campaign; services related to marketing the department's service; public relations or media services; market research and development; and services provided to promote the department or a program of the department. Also included are public involvement services (when not part of an A&E agreement); trade development and assistance; development of market research or customer satisfaction surveys and/or assessment of survey results; conference or trade show coordination; fund raising and related services.

## **Organizational Development**

Includes, but is not limited to, services to study, analyze or review the organizational structure, framework or culture of the department or divisions within the department, and services implementing the recommendations of such a study or effort. Organizational development also includes services, which provide recommendations to management on enhanced efficiencies, productivity and process improvements, and quality control in the organization.

## OFM Personal Service Agreement and Supplement Filing Requirements

| Personal Service Agreements/Supplements   | Dollar Threshold for Filing with OFM  | OFM Review or Approval           | Filing Period  |
|---|---|----------------------------------|--|
| Sole Source and/or Competitive Agreements   | \$1 to \$4,999  | No Reporting                     | Not Required   |
| Sole Source Agreements and Supplements (single or accumulative award to a Consultant in a fiscal year)  | \$5,000 to \$19,999   | Review*                          | 10-working day advance filing  |
|   | \$20,000 or more  | Approval                         |  |
| Emergency Agreements and Supplements  | \$5,000 or more   | Review*                          | 3 working days from the date of execution or start of work (whichever comes first) |
| Competitive Agreements and Supplements (not included in the categories below)   | \$1 to \$4,999  | None                             | Not Required   |
| Competitive Agreements and Supplements (not included in the categories below)   | \$ 5,000 to \$19,999  | No Approval/ Ann. Report Review* | Not Required   |
|   | \$20,000 or more  |                                  | Work may start on or after the working day filed with OFM                          |
| Competitive Agreements and Supplements for Management Consulting; Organizational Development, Marketing, Communications, Employee Training and Employee Recruiting                      | \$20,000 or more  | Approval                         | 10-working day advance filing  |
|   | (See Definitions section of this manual for types of services)              |                                  |  |
| Supplements to competitive or sole source agreements greater than 50% of the original agreement value and/or supplements which include a substantial change in scope of work (see note) | \$5,000 or more<br><br>(Agreement when supplemented equals \$5,000 or more) | Approval                         | 10-working day advance filing  |

NOTE: Personal Service agreement supplements require OFM filing. When a supplement falls into this category, however, it is subject to approval.

\*If agreement supplements exceed 50% of the original agreement amount, or if they include a substantial change in the scope of work, the supplement is subject to OFM approval, rather than to review. Such supplements should be filed under the "Greater than 50%" supplement category.

Definitions of “substantial” change to agreements are those that represent a significant change in quantity, duration, nature, or cost of the work. An example of an allowable substantial change to an agreement would be when an agreement is broken into phases and approval of additional phases (through supplements) is subject to satisfactory completion of a previous phase, and the phasing was documented in the solicitation document, or the original agreement. Another option would be to extend a two-year agreement an additional year. However, this would have required language in either the solicitation document, or the original agreement language.

NOTE: The following types of Supplemental agreements do not require OFM filing include:

1. Those which result in administrative changes only to the agreement such as address changes, staffing changes, changing from provisional to negotiated hourly rates, budget line item adjustments which do not revise the total agreement cost; and
2. Those awarded at the end of the agreement term, solely for the purpose of extending the agreement for two months or less. This provision applies only once, per agreement. It is not intended to authorize multiple short-term time extensions.

The Department must report all competitively awarded Personal Service agreements in the range of \$5,000 to \$19,999 to OFM at the end of each fiscal year.

## **Appendix 5**

# **WSDOT Rule on Consultant Overhead Costs**

There is not a limit on a consultant's maximum overhead rate. We will accept an overhead rate that adheres to the CFR 48 Part 31. The WSDOT Audit Office, or the consultant's audit agency must perform an audit or a review of the consultant's overhead rate. The WSDOT Audit Office will issue a Letter of Concurrence (LOC) summarizing their review or audit of the consultant's current overhead rate. CPD maintains a list of the consultant's annual overhead rates. The Department has the following policies regarding changes to a consultant's overhead rate during the terms of an agreement:

### **Cost Plus Fixed Fee**

When an Actual Cost Overhead method is used, the Consultant (prime and all sub-consultants) will submit to the State within six (6) months after the end of the prime consultant's fiscal year, an overhead schedule in the format required by the State (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It is intended that the prime consultant would send the information as a packet, including all sub-consultants. The six (6) month window for each of the sub-consultant(s) may have already closed, but the overhead rate(s) may be adjusted for all firms on the agreement if the information is received within the six (6) month window for the prime consultant. The adjusted overhead rate shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate. This information shall be sent to:

Washington State Department of Transportation  
Consultant Programs Division  
Capital View II Building, 2nd Floor  
724 Quince Street SE, Olympia, WA 98501  
P.O. Box 47323, Olympia, WA 98504-7323

Failure of the prime and sub Consultants to supply this information shall cause the State to withhold payment of the billed overhead costs until the required information is received and an overhead rate for billing purposes is approved.



If the overhead rate(s) have increased, the MRF may be utilized to pay for the additional costs. If the overhead rate(s) have decreased, a supplemental agreement may be necessary to adjust for the lower overhead costs.

However, the actual overhead rate for each of the firms on the agreement is subject to audit. The intent of the previous paragraph is to potentially eliminate large audit exceptions and/or additions due to consultants billing inaccurate overhead rates.

### **Negotiated Hourly Rates (Including Task Order)**

The overhead rate(s) for the prime consultant and each of the sub-consultants shall be used for the first twelve (12) month period after agreement execution and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the State. The consultant may contact the ACL or CPD to request a negotiation of overhead rates for the following 12-month period. If negotiations are not conducted for the second or subsequent 12-month periods within ninety (90) days after completion of the previous period, the overhead rates listed in this agreement, or subsequent written authorization(s) from the State shall be utilized for the life of the agreement.

The overhead rates for the prime consultant and sub-consultant(s) are not subject to a post audit of overhead costs by the WSDOT Audit Office. The overhead billing rate(s) utilized by the prime consultant and each sub-consultant shall be binding and non-adjustable.

### **Provisional Hourly Rates (Including Task Order)**

The actual overhead rate(s) for the prime consultant and each of the sub-consultants shall be determined by a pre-award audit. The provisional overhead rate(s) shall be utilized until the audit has been completed. The audit shall determine each of the firm's actual overhead costs. Once the audited overhead rates are determined, they will be in effect for the remainder of the first 12 months after the agreement execution date. After the first twelve (12) month period has expired, the overhead rate(s) shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the State. The consultant may contact the ACL or CPD to request a negotiation of overhead rates for the following 12-month period. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the overhead rates listed in this agreement, or subsequent written authorization(s) from the State shall be utilized for the life of the agreement.

The overhead rates for the prime consultant and sub-consultant(s) are not subject to a post audit of overhead costs by the WSDOT Audit Office.

### **Lump Sum**

The overhead rate is not subject to an audit. Once the overhead rates for the prime consultant and each sub-consultant are established, they will be utilized for the remainder of the agreement. However, if the agreement is supplemented, a different overhead rate may be negotiated with the prime consultant or any of the sub-consultants. Please contact your ACL for the CPD for assistance.

## Appendix 6

# WSDOT Rule on Sub-Consultants

The Department has the following rules regarding the use of sub-consultants and their associated costs:

- The prime Consultant shall perform no less than 30 percent of the total agreement value.
- Sub-Consultants may not sub out portions of their work; however, they may sub out items that are considered direct non-salary reimbursable items such as copy/reproduction services.
- Hours necessary to manage sub-consultants should be written into the agreement as administrative costs. An example of allowable hours is processing sub-consultant invoicing.

## Appendix 7

# Consultant Payment Options

WSDOT uses three main types of payment provisions for Consultant agreements:

- Cost Plus Fixed Fee Agreement.
- Hourly Rates (includes Task Order).
- Lump Sum.

### Cost Plus Fixed Fee (CPFF) Agreements

The prime Consultant and each sub-Consultant agree to a set fixed fee that is determined during negotiation procedures. The fixed fee amount(s) is reflected in a specific line item in the cost exhibit. The fixed fee amount is also shown on the prime Consultant agreement cover sheet. On a Cost Plus Fixed Fee Agreement, the Consultant and sub-Consultant(s) are guaranteed a set fixed fee amount that will be paid based upon the scope of work. This assumes that zero (0) supplements are needed for the duration of the agreement. If supplement(s) are required, the ACL or Project Manager shall determine if the additional scope of work is considered extra, thus eligible for additional fee. If this were the case, the Consultant would be paid the additional fixed fee after the extra work had been completed.

The prime Consultant and sub-Consultant(s) may submit monthly billings that include fixed fee progress payments, with the balance of the fixed fee included in the final progress billings.

### Hourly Rate Agreements

The Project Manager or ACL negotiate with the prime Consultant to determine a fixed fee percentage for the prime sub-Consultant(s). It will be applied as an hourly profit percentage for the life of the agreement. In most situations, the profit percentage for the sub-Consultant(s) will not exceed the profit rate for the prime Consultant. The profit percentages will remain unchanged for the life of the agreement, regardless of whether there are supplement(s) to the original agreement.

### Lump Sum Agreements

The fixed fee amount is determined during negotiation procedures for the prime and sub-Consultant(s) and is included as a line item on each firm's cost exhibit. The prime Consultant's fixed fee is included on the cover page of the agreement. The Consultant and each sub-Consultant are guaranteed the specified fixed fee amount, assuming that the agreement was not supplemented for additional work. If

supplement(s) are required, the ACL or Project Manager shall determine if the additional scope of work is considered extra, thus eligible for additional fee. If this were the case, the Consultant would be paid the additional fixed fee after the extra work had been completed. The prime Consultant and sub-Consultant(s) may submit monthly billings that include fixed fee progress payments, with the balance of the fixed fee being included in the final progress billing(s).

## Appendix 8

# Consultant Fee Calculation Worksheet for Statewide On-Call Agreements

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

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each task order or series of tasks orders related to the project by using the following procedure as a guide:

### Weighted Guidelines

| Factor                      | Rate | Weight | Value |
|-----------------------------|------|--------|-------|
| Degree of Risk              | 27   |        |       |
| Relative Difficulty of Work | 22   |        |       |
| Size of Task Order          | 17   |        |       |
| Period of Performance       | 17   |        |       |
| Assistance by the State     | 17   |        |       |
| Total                       | 100  |        |       |

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

### Degree of Risk

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

## **Relative Difficulty of Work**

If the work is most difficult and complex, the weighting should be .35 and should be proportionately reduced to .17 on the simplest of jobs. This factor is tied in with the degree of risk. Some things to consider: the nature of the design, what is the time schedule; etc.; and rehabilitation of new work.

## **Size of Task Order**

All task orders (estimated) total costs less \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those task orders between \$100,000 and \$5,000,000 may be proportionately weighted from .34 to .21. Task Orders from \$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17 and work in excess of \$10,000,000 at .17.

## **Period of Performance**

Task orders and/or task order amendments that are 24 months or longer, are to be weighted at .35. Agreements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than two (2) months.

## **Assistance by the State**

To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing work or participation of the state into the task order disciplines.

## **Appendix 9**

# **Calculation of Consultant Direct Salary Costs**

After the agreement's scope of work has been determined the ACL or Project Manager will need to negotiate direct salary rates for the agreement. In addition, it may be necessary to negotiate salary escalation costs for those hours that will be worked in later fiscal year(s) by the Consultant and sub-Consultants. The process identified below will assist in providing a consistent application to all Consultants regardless of their type of agreement or their fiscal year.

### **Cost Plus Fixed Fee or Lump Sum Agreements**

The ACL or Project Manager should obtain a list of all personnel whom will be working on the agreement for the prime Consultant and each sub-Consultant. This information should include the following:

- Employee Name;
- Employee's Job Classification;
- Employee's Salary Rate;
- Percentage of total hours for the job classification that the employee will be working; and
- Proposed weighted Salary Rate for each Job Classification.

The following table is an example of the required Consultant salary cost information:

**Doe & Smith Consulting**

| <b>Job Classification</b> | <b>Employee Name</b> | <b>Salary Rate</b> | <b>Percentage of Time of Job Classification Hours</b> | <b>Weighted Salary Rate</b> | <b>Salary Rate Utilized in Agreement</b> |
|---------------------------|----------------------|--------------------|---|-----------------------------|--|
| Principal                 | John Doe             | 45.05              | 80%   | \$36.04                     | 49.04                                    |
|                           | Fred Smith           | 65.00              | 20%   | \$13.00                     |  |
| Project Manager           | Jane Thomas          | 40.25              | 100%  | \$40.25                     | 40.25                                    |
| Senior Engineer           | George Jones         | 34.00              | 40%   | \$13.60                     | 28.76                                    |
|                           | Tami Johnsen         | 28.50              | 35%   | \$9.98                      |  |
|                           | Jim Chamberlain      | 20.75              | 25%   | \$5.19                      |  |
| CAD Operator              | Tonya Cain           | 14.50              | 60%   | \$8.70                      | 16.03                                    |
|                           | Jordan McIntosh      | 17.00              | 25%   | \$4.25                      |  |
|                           | Ann Bauer            | 20.50              | 15%   | \$3.08                      |  |
| Clerical                  | Erica Wood           | 15.75              | 75%   | \$11.81                     | 15.21                                    |
|                           | Tom Thomsen          | 14.00              | 20%   | \$2.80                      |  |
|                           | Joanie Jett          | 12.00              | 5%  | \$0.60                      |  |

NOTE: The names of employees will not be included in the agreement and/or supplement. They were utilized in the verification of the Consultant's proposed direct labor rates for each category only.

If the agreement or supplement is a Lump Sum, or Cost Plus Fixed Fee, the Consultant may be entitled to salary escalation costs for those direct salary costs that may be incurred in subsequent fiscal years for the Consultant. To determine the salary escalation costs, the follow these procedures:

- Determine the total direct salary costs for the life of the agreement and/or supplement;
- Determine the percentage of work that is projected to be performed in subsequent fiscal years; and
- Negotiate a salary escalation percentage for each subsequent year. It is recommended that the percentage should not exceed a 7% annual increase.

The salary escalation for the prime Consultant and each sub-Consultant are eligible for fixed fee/profit and overhead expenses.



Here is an example of applying the prime Consultant salary escalation costs:

**Doe & Smith Consulting**

| <b>Job Classification</b> | <b>Hours</b> | <b>Salary Rate</b> | <b>Direct Salary Costs</b> |
|---------------------------|--------------|--------------------|----------------------------|
| Principal                 | 80           | \$49.04            | \$3,923                    |
| Project Manager           | 600          | \$40.25            | \$24,150                   |
| Senior Engineer           | 1,450        | \$28.76            | \$41,702                   |
| CAD Operator              | 600          | \$16.03            | \$9,618                    |
| Clerical                  | 400          | \$15.21            | \$6,084                    |
| <b>Totals</b>             | <b>3,130</b> |                    | <b>\$85,477</b>            |

## Appendix 10

# Calculation of Consultant Salary Escalation Costs

### Salary Escalation Example

| Fiscal Year | Direct Salary Costs | Percent of Work to be Completed in Fiscal Year | Escalation % | Salary Escalation Costs |
|-------------|---------------------|--|--------------|-------------------------|
| 2001        | \$85,477            | 25%  | 0%           | \$0                     |
| 2002        | \$85,477            | 60%  | 6%           | \$3,077                 |
| 2003        | \$85,477            | 15%  | 12%          | \$1,539                 |
| Totals      |                     |  |              | \$4,616                 |

Based upon the above example the Prime Consultant's total direct salary costs would be determined by adding  $\$85,477 + \$4,616 = \$90,093$ .

In addition, each of the sub-Consultants may be entitled to salary escalation costs. The same process would be followed, but the percentage of work to complete in a fiscal may be different for each firm.

### Hourly Rate (Including Task Order) Agreements

The ACL and/or Project Manager should obtain a list of all classifications of personnel whom will be working on the agreement for the prime Consultant and each sub-Consultant. This information should include the following:

- Proposed Job Classifications; and
- Proposed Salary Rate(s) for each Job Classification.

The ACL or Project Manager should negotiate salary escalation costs for each proposed job classification. It is recommended that the maximum escalation percentage be limited to 5% per year. The salary rate table for the prime Consultant and each sub-Consultant should include the low salary rate for each job classification and the high salary rate for each job classification, with an additional maximum of 5% for salary escalation for the first year of the agreement. The ACL or Project Manager may renegotiate salary rates for subsequent years of the agreement.

## Appendix 11

# Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Consultant Participation

The amounts authorized and amounts paid to M/WBE Consultants are reported to the Office of Women and Minority Business Enterprises on a yearly basis.

For all projects that include participation by the FHWA, the department must comply with the “Disadvantaged Business Enterprise Program Plan” that is negotiated on a yearly basis by the Office of Equal Opportunity (OEO) and FHWA. There are two types of DBE participation, race-neutral means and race-conscious means. If it is determined that the agreement will utilize race-neutral means, then DBE participation is not mandatory. If it is determined that race-conscious means are necessary, then the Consultant must commit to at least that percentage of participation by DBE Consultants. If race-conscious goals are being placed on an agreement, see the “DBE Participation Calculation Methodology” to calculate the DBE participation percentage.

Both the Race-Neutral and Race-Conscious DBE participation amounts are reported on a quarterly basis to the FHWA.

## Appendix 12

# Invoice Processing Procedures

The Project Manager or ACL will review the progress billings to ensure that all costs are in accordance with terms of the agreement. They will review the following items for each progress billing:

### **Cost Plus a Fixed Fee or Lump Sum Agreement**

- Direct Salary Costs;
- Overhead Costs;
- Fixed Fee Costs;
- Sub-Consultant Costs;
- Direct Reimbursable Costs; and
- Check the math.

### **Task Order Hourly Rate or Hourly Rate Agreement**

- Hourly rates billed for each classification are within agreement terms;
- Sub-Consultant Costs;
- Direct Reimbursable Costs; and
- Check the math.

If problems exist, contact the Consultant to discuss or correct the problem.

After the invoice has been accepted, the Project Manager and/or ACL shall either input the payment into the TRAINS system, or forward the billing to the appropriate person within their organization for invoice processing. The Department has 30 days to process an “acceptable” invoice without incurring interest charges, as dictated by RCW 39.76.011. After the invoice has been input into the TRAINS system, the Project Manager and/or ACL shall forward a copy of the invoice, including the TRAINS Voucher and attachments to CPD.

In addition, the Project Manager or ACL shall ensure that each prime Consultant completes the Certification of Payment Receipt Form for each sub-Consultant on a monthly basis. Also, the prime Consultant must complete the form if no sub-Consultants are utilized during a month. This form is available on CPD website. This form is required in order to comply with CFR 49 Part 26 – Participation

by DBE in DOT Financial Assistance Programs and RCW 39.04 – (Prompt Pay Laws) Payment Received on Account of Work Performed by Sub-contractor – Disputed Amounts – Remedies.

CPD shall input the invoice details for the prime Consultant and each sub-Consultant on a monthly basis into the Biztrak system.

In addition, the ACL or Project Manager will either:

- Instruct the Consultant to forward the Certification of Payment Receipt to the COS directly; or
- Keep a copy of the Certification of Payment Receipt in their files and forward the original to CPD.

CPD shall input the details of the Certification of Payment Receipt into the Biztrak system. The information will be available for the ACL to review in the Biztrak system.

## Appendix 13

# Managing Project Delivery Negotiations

### Step 1: Project Definition

**Who:** Regions establish a Project Definition Team for each project, and assign a Project Manager to lead and coordinate the project.

**What:** The WSDOT Project Definition Team establishes the following expectations at the project definition stage:

- Project Title.
- Preliminary Team Chartering elements,
  - Project vision,
  - Team mission
  - Boundaries
  - Goals
  - Measures of success
- Preliminary customers and stakeholders
- Project Work Plan that includes preliminary:
  - Scope
  - Work Breakdown Structure (WBS)
  - Schedule
  - Delivery date for product(s)
  - Budget
- Endorsement from the Department's authorized representative.

**Outcome:** Defined project expectations. When the project is defined and approved, the Project Team can determine whether Consultant services are needed.

**Decision Point Diamond:** The department determines whether Consultant services will be needed for the project.

## **Step 2: Consultant Selections**

**Who:** The Project Manager works with WSDOT Consultant Programs Division to select a Consultant to provide services for all, or part of the project.

**When:** After the Region's Program Management Office verifies funding for the project, and after the Director, Consultant Programs Division approves the request to select a Consultant.

**What:** Follow the Advertisement, Selection, and Award procedures in the Consultant Services Manual WSDOT M27-50.

**Outcome:** Consultant selected for the project.

## **Step 3: Phase 1 Scoping Agreement**

**Who:** The Consultant Programs Division prepares a Phase 1 Scoping Agreement with the Consultant, and obtains approval from the

**When:** This step process as soon as possible after the Consultant has been selected for the project.

**What:** The Phase 1 Scoping Agreement is used to establish reimbursable billing rates for Steps 4 through 8 of the Negotiations Procedures.

The Consultant and sub-Consultant billing rates for Phase 1 include only direct labor and overhead costs. Billing rates are established when the Consultant Services Office obtains form the Consultant, and any sub-Consultants, the rates for those individuals and/or job classifications that will be working on Steps 4 through 8 of this Negotiations Procedures.

Profit will not be paid to the Consultant for Phase 1. The department will pay only reimbursable costs based on the Phase 1 Scoping Agreement. Before any work begins, the Assistant Secretary for Environmental and Engineering must approve the Phase 1 Scoping Agreement.

**Outcome:** A signed agreement for the Phase 1 scoping process between WSDOT and the Consultant.

## **Step 4: Develop Negotiation Work Plan**

**Who:** WSDOT and the Consultant form a Core Group to develop the Negotiation Work Plan. It is recommended that a facilitator – proficient in the application of the Managing Project Delivery procedures – be utilized.

The WSDOT participants are usually the WSDOT Project Manager, his/her assistant, and possibly other personnel whose expertise is needed. A Consultant Services Office representative is usually available for this process.

The Consultant' participants are usually the Consultant Project Manager, and team leaders from each of the sub-Consultants.

**When:** This process should occur immediately after the Phase 1 Scoping Agreement has been signed.

**What:** The Core Group performs the following functions:

- Select the Negotiation Team Members
- Develop the procedures for the negotiations
- Determine a preliminary schedule for the negotiations
- Outline the responsibilities of the Negotiations Team

A role of facilitator should be to guide the team towards a means of developing a priority listing providing a clear definition of team member responsibilities.

**Outcome:** A Negotiations Work Plan, which includes a schedule (through Step 13) and the responsibilities of each Negotiation Team member.

## **Step 5: Determine Agreement Scope of Work Team**

**Who:** Negotiation Team members selected in Step 4.

**When:** After Step 4.

**What:** Determine the WSDOT and Consultant members for the Agreement Scope of Work Team. This team usually consists of technical staff from WSDOT and the Consultant; it may also include customers and/or stakeholders, and is representative of the full project development team that is yet to be convened (see Step 14.)

The Negotiations team will determine the Agreement Scope of Work Team's preliminary responsibilities and schedule.

**Outcome:** The result is an Agreement Scope of Work Team with specific duties and responsibilities scheduled.

## **Step 6: Define Chartering Elements for the Project Delivery Team**

**Who:** The participants are the Agreement Scope of Work Team (representative of the full Project Delivery Team) and it is recommended that a facilitator – proficient in use of the Managing Project Delivery procedures – be utilized.

**When:** Development of chartering elements for the Project Delivery Team will be initiated at the team's first meeting.

**What:** Develop chartering elements for the Project Delivery Team, including the following:

- Project vision, team mission, boundaries and goals for the project
- Identify the preliminary customers and stakeholders for the project
- Define roles and responsibilities for the Project Delivery Team
- Develop measurements of success and a change management framework for the project

**Outcome:** The result will be documentation of the team chartering elements as defined as the “what” section above.



## **Step 7: Develop Project Work Plan for the Agreement**

**Who:** The Agreement Scope of Work Team consisting of WSDOT and Consultant representatives and a facilitator.

**When:** The development of this Project Work Plan should occur after team-chartering elements have been prepared and before hours and dollars are discussed for the project.

**What:** The Agreement Scope of Work Team will develop the following for the project:

- Project Work Plan that includes a Work Breakdown Structure (WBS), and all deliverables
- Expectations for the project
- Project Schedule
- A Disadvantage Business Enterprise (DBE) preliminary requirement for the project, if federal funds are included in the project.
- Dollars and hours are not discussed during this step of the process.

**Outcome:** Agreement Scope understanding as captured in the above “what” elements.

## **Step 8: Prepare Agreement Scope of Work**

**Who:** The Agreement Scope of Work Team consisting of WSDOT and Consultant representatives.

**When:** This process may go through several reiterations before it is finalized by the team and before hours and dollars are discussed for the project.

**What:** The Agreement Scope of Work Team will determine the following:

- Define the project’s expectations
- Level of detail expected for each of the work elements of the project
- Outline the methodology used to perform the work. Clarifications are addressed and resolved.
- If there is federal participation the team is required to define the DBE requirement participation percentage and ensure that this requirement is met by following the appropriate methodology defined in the WSDOT DBE Participation Plan.
- Dollars and hours are not discussed during this step of the process.

**Outcome:** A document describing the collaboratively developed Agreement Scope of Work.

**Important Note:** Payments are terminated for the Phase 1 scoping process at the conclusion of this step of the process for the Consultant and sub-Consultants.

## **Step 9: Determining the type of Supplemental Agreement**

**Who:** Usually the Department’s Project Manager, a representative from the Consultant Services Office and the Project Manager for the Consultant. There may be additional members on the team that could be determined on a case-by-case basis.

**When:** This step usually occurs following the reiterations for the project's scope of work. However, it could be completed simultaneously with that process.

**What:** The team agrees on the type of supplemental agreement.

**Outcome:** Agreed upon type of supplemental agreement.

**Decision Point Diamond:** Was there joint endorsement of the Agreement scope? If yes, proceed to the next step of the process. If no, please return to the developing the project work plan step (Step 6 or 7 as appropriate.)

## Step 10: Independent Estimates of Hours and Costs

**Who:** This may include members from the Negotiation Team and/or members from the Agreement Scope of Work Team. WSDOT and the Consultant each form independent teams for this step.

**When:** Immediately following the joint endorsement of the Agreement Scope (including completion of the Work Plan, Scope of Work and Determining the Supplemental Agreement type steps.)

**What:** Each team prepares the following proposals for the independent estimates of hours and costs:

- Categories of work elements
- Categories of personnel who will be assigned to the project
- Number of hours for each category of personnel along with the work element that each individual will be working on
- Direct labor rates for each proposed category of employee
- Supporting documentation for the direct labor rates.
- Overhead rates, including justification
- Reimbursable costs for the project.
- Profit for the project.

It is important that WSDOT verifies that funding is available based upon their independent estimate of costs for the project.

**Outcome:** Comprehensive independent estimates by the WSDOT and Consultant for the project, which are the basis for negotiations.

## Step 11: Face-to-Face Negotiations

**Who:** The Negotiation Team consisting of selected members from WSDOT and the Consultant Team. Usually the WSDOT Project Manager and a Consultant liaison representative will represent the Department. The prime Consultant's Project Manager and sub-Consultant's task managers usually represents the Consultant team. However, there may be a need for a financial representative from the prime Consultant

**When:** Immediately following Step 10.

**What:** Independent estimates are compared, differences are negotiated and both sides reach a consensus regarding those items that are included in Step 10 of the process

**Outcome:** Level of effort and cost supplemental agreement for the project.

**Decision Point Diamond:** If consensus is reached on the supplemental agreement, proceed to the next step of the process. If consensus cannot be reached with the Consultant, proceed to the Consultant selection step of the process.

## **Step 12: Validate Funding and Resources**

**Who:** The Department's Project Manager and/or Consultant liaison representative shall validate funding with the appropriate program management office and requesting authority for the project.

**When:** Following Step 11. Based upon the results of validating the funding for the project, there is a possibility of revisiting Steps 7 through 11 of the process.

**What:** Verify that adequate funding and resources (people, equipment, money) exist for the project and/or develop a funding and resource strategy if adequate funds are not available for the project.

**Outcome:** Funding has been validated and/or a funding and resource strategy has been developed for the project.

**Decision Point Diamond:** If the project is within budget proceed to the next step of the process. If there is not adequate funding for the Agreement as negotiated, attempt to obtain additional funding; redefine the project and/or re-scope the Consultant portion of the project. (Return to Step 7)

## **Step 13: Supplemental Agreement Review, Execution, and Notice to Proceed**

**Who:** Reviewers: Consultant Services Office and the department's Assistant Attorney General.

Executors: For WSDOT, the Assistant Secretary for Environmental and Engineering Service Center, or designee. For the Consultant, the individual with evidence of signature authority.

**When:** Following Step 12.

**What:** Reviewers recommend whether the department should approve the supplemental Agreement.

The department and the Consultant execute the supplemental Agreement.

The Consultant Services Office, or Consultant liaison, issues a "notice to proceed" letter to the Consultant, and the Project Manager.

**Outcome:** A signed supplemental agreement, and a notice to the Consultant to proceed with work on the project.

## **Step 14: Charter the Project Delivery Team**

**Who:** The full Project Delivery Team Charter for the Project.

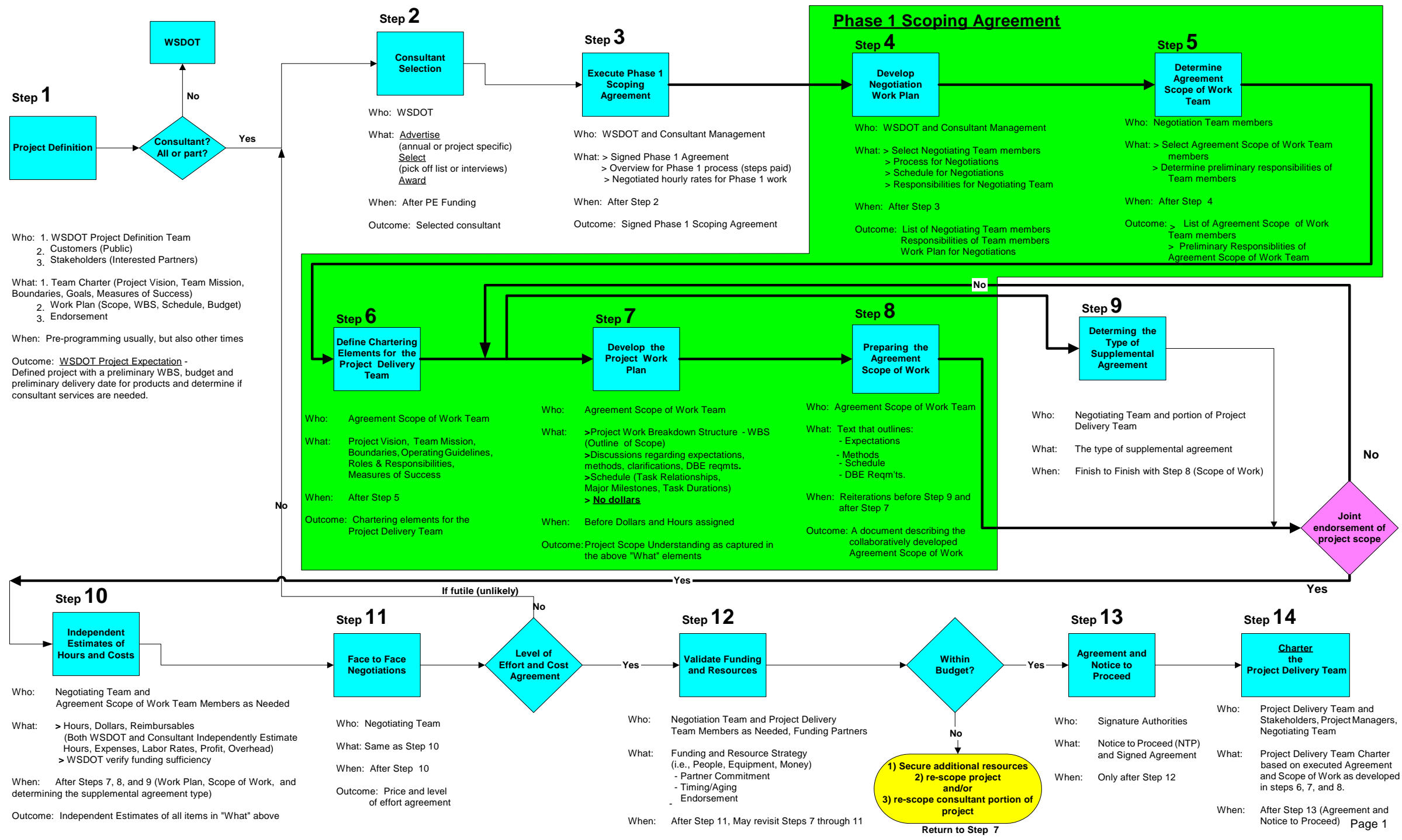
**When:** The charter for the Project Delivery Team will be developed after the notice to proceed has been given to the Consultant.

**What:** Using the chartering elements, work plan, and the scope of work developed in Steps 6, 7 and 8, charter the full membership of the Project Delivery Team. This should include the following elements:

- Project vision, team mission and goals for the project
- Identify the customers and stakeholders for the project
- Develop measurements of success and a change management framework for the project

**Outcome:** A signed charter for the Project Delivery Team.

## Negotiations Flow Chart - Deliverable: A Signed Agreement



# Appendix 14

## Negotiation Survey

The participants of the 1999 CECW/WSDOT Annual Conference identified that contract negotiation procedures as the highest need for improvement. A team consisting of WSDOT representatives from each region and the Design Office and CECW members representing small and large firms was formed. This team documented a negotiation procedures based on Managing Project Delivery (MPD) principles.

The team would appreciate your feedback on the MPD Negotiation Procedures both immediately following your negotiations and at project closure. Please submit the completed survey to:

Director, Consultant Programs Division  
Capital View II Building, 2nd Floor  
724 Quince Street SE, Olympia, WA 98501  
PO Box 47323, Olympia, WA 98504-7323

---

| <b>You are the:</b>                         | <b>Your role in the negotiation procedures:</b>                      |
|---|--|
| <input type="checkbox"/> Project Executive  | I signed the agreement but did not participate in the negotiations.  |
| <input type="checkbox"/> Project Manager    | I represented my firm/WSDOT project office at the negotiation table. |
| <input type="checkbox"/> Team Leader        | I provided information that was used in the negotiations.            |
| <input type="checkbox"/> Lead Technician    | I was the WSDOT Consultant Liaison.                                  |
| <input type="checkbox"/> Sub-Consultant     | Other:   |
| <input type="checkbox"/> Consultant Liaison |  |
| <input type="checkbox"/> Other: _____       |  |

---

## Negotiation Survey

Based on your involvement with the negotiation procedures, how well do you agree with the following statements? 5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

1. The independent estimates demonstrated a common understanding of the scope of work, the levels of effort required and the Work Breakdown Structure (WBS).  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
2. Because the independent estimates did not have major areas of differences, the face-to-face negotiations focused on documenting common understanding of scope, schedules and budgets. The actual hours required in face-to-face negotiations were reduced.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
3. You were familiar with the MPD Negotiation Procedures flowchart and narrative before the Consultant selection for this project.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
4. The MPD Negotiation Procedures flowchart and narrative provided the documentation necessary for me to understand my responsibilities and how the process will work.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
5. Additional training in Managing Project Delivery principles and the negotiation flowchart is needed.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
6. The MPD Negotiation Procedures meetings were effectively facilitated.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree
7. Adding a trained, independent facilitator would have increased productivity of the face-to-face meetings.  
5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

Tell us how we can improve the negotiation procedures: \_\_\_\_\_

\_\_\_\_\_

Agreement Number: Y- \_\_\_\_\_ Name: \_\_\_\_\_

Supplement or Task #: \_\_\_\_\_

## Appendix 15

# Project Closure Survey

The participants of the 1999 CECW/WSDOT Annual Conference identified the contract negotiation procedures as the highest need for improvement. A team consisting of WSDOT representatives from each region and the Design Office and CECW members representing small and large firms was formed. This team documented a negotiation procedures based on Managing Project Delivery (MPD) principles.

The team would appreciate your feedback on the MPD Negotiation Procedures both immediately following your negotiations and at project closure. Please submit the completed survey to:

Director, Consultant Programs Division  
Capital View II Building, 2nd Floor  
724 Quince Street SE, Olympia, WA 98501  
PO Box 47323, Olympia, WA 98504-7323

| <b>You are the Consultant:</b>             | <b>You are the WSDOT:</b>                   |
|--|---|
| <input type="checkbox"/> Project Executive | <input type="checkbox"/> Project Executive  |
| <input type="checkbox"/> Project Manager   | <input type="checkbox"/> Project Manager    |
| <input type="checkbox"/> Team Leader       | <input type="checkbox"/> Team Leader        |
| <input type="checkbox"/> Lead Technician   | <input type="checkbox"/> Lead Technician    |
| <input type="checkbox"/> Sub-Consultant    | <input type="checkbox"/> Consultant Liaison |
| <input type="checkbox"/> Other: _____      | <input type="checkbox"/> Other: _____       |



## Project Closure Survey

Based on your involvement with the Consultant agreement, how well do you agree with the following statements? 5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

1. Using the MPD Negotiation Procedures gave the project team a common understanding of the scope of work, the levels of effort required and the project Work Breakdown Structure (WBS). Because of the common understanding developed during the negotiation procedures, the team's focus remained on the plan and the project's goals rather than reverting to finger pointing.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

2. Any unanticipated changes to scope, schedule, and budget of the project were easy to identify and manage.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

3. Our team members regarded and used each other as resources in addressing challenges.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

4. All team members were aware of and used the scope, schedule, WBS, and budget to manage their work.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

5. Our team members were aware of how the work of others impacted them and how their work impacted others.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

6. Our team members worked together to manage normal challenges within the bounds of the agreed to scope, schedule, and budget.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

7. Overall our WSDOT and Consultant team members functioned and felt like one team.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

8. Overall our WSDOT and Consultant team had confidence and felt ownership in the project plan.

5=strongly agree 4=agree 3=neutral 2=disagree 1=strongly disagree

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agreement Number: Y-\_\_\_\_\_ Name: \_\_\_\_\_

Supplement or Task #: \_\_\_\_\_

## **Appendix 16**

# **Sub-Consultant Mark-Up Policy**

Policy #: 2006-01

Issued: October 26, 2006 (new policy)

Revised: July 23, 2007

Contact: Director, Consultant Programs Division

Subject: Establish allowable mark-up on sub-consultant costs

### **Purpose and Description**

This new revised policy describes the mark-ups objective which is to provide incentives for the prime consultants for the distribution of their work to a broad base of sub consultants. This will help Washington State Department of Transportation (WSDOT) deliver the largest transportation program in this States history.

It allows the primes to mark-up all their sub-consultant's costs by four percent. This mark-up is available for all agreements, agreement supplements, task orders and task order amendments started (executed) on or after November 1, 2006.

An additional mark-up of two percent is allowable for sub-consultant's who meet the Small Business Administration size requirements as a qualified small business enterprise. This additional mark-up provides an additional incentive to the primes for the added training and mentoring necessary for smaller consultants. This additional mark-up is also available for all agreements, agreement supplements, task orders and task order amendments started (executed) on or after November 1, 2006.

### **Procedures**

#### **Contacts**

- For policy questions contact the Director of Consultant Programs Division.
- For procedure questions contact the Assistant Director of Consultant Programs Division.

## Definitions

- **Qualified Small Businesses Enterprise:** A firm as defined by the U.S Small Business Administration's Table of Small Business Size Standards. This table lists small business size standards matched to industries described in the North American Industry Classification System (NAICS). Certification is required for approval. For details, see [http://www.sba.gov/idc/groups/public/documents/sba\\_homepage/serv\\_sstd\\_tablepdf.pdf](http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_sstd_tablepdf.pdf)
- **Eligibility:** Agreements, supplements, task orders and task order amendments whose negotiations were conducted and scope of work agreed upon prior to the start date of this policy (November 1, 2006) are not eligible for this mark-up.

## Billing procedures

- **All sub costs:** Sub-consultant costs consist of direct salary, overhead, fee and other direct non-salary costs and must be authorized by an agreement, agreement supplement, task order and/or task order amendment started (executed) on or after November 1, 2006. The primes are allowed to bill four percent of their sub-consultant's total invoiced costs. (Note: On-going agreements whose mark-up were deemed to be eligible require an agreement supplement or task order amendment detailing the calculation of this mark-up amount)
- **Small businesses sub costs:** Primes are also allowed an additional markup of two percent of their small business sub-consultant costs. This added markup is computed on direct salary, overhead, fee and direct non-salary costs, and must be authorized by an agreement, agreement supplement, task order and/or task order amendment started (executed) on or after November 1, 2006. To qualify for the additional two percent, the sub-consultant must submit a copy of their official certification as a Small Business through their prime to their WSDOT Area Consultant Liaison. (Note: On-going agreements whose mark-up were deemed to be eligible require an agreement supplement or task order amendment detailing the calculation of this mark-up amount.)

## Helpful Online Links

- Accounting Manual: <http://wwwi.wsdot.wa.gov/FASC/Accounting/accountingmanual.htm>
- WSDOT Audit Guides: <http://www.wsdot.wa.gov/Audit/guides.htm>

## Appendix 17

# WSDOT Consultant Co-Location Guidelines

These guidelines were prepared to assist WSDOT and consultant staff considering a co-located office. The document is not a “must do” or a “how to”; rather, it is a list of things to consider. If you are anticipating a co-location, we highly recommended that you meet with WSDOT Human Resources staff. We also recommend meeting with other co-located teams for an informal Q&A and “lessons learned” session. Contact HQ Consultant Programs Division at (360) 705-7104, for a list of co-located offices in your region.

## Maintaining Clear Roles and Responsibilities

Co-location establishes a more efficient working relationship and the opportunity to share expertise; however, WSDOT and consultant staff should be aware of their respective professional and legal boundaries. There can be monetary consequences if the IRS determines that consultants are treated too much like employees. In at least one case, the courts determined that independent consultants working on location long-term were just like employees of the organization, and were therefore entitled to all employee benefits (*Vizcaino vs. Microsoft Corp.*, 1999). The IRS uses the 20-Factor Test (<http://www.irs.gov/publications/p15a/ar02.html#d0e617>) to determine whether a staff person is considered a consultant or employee. Meeting one or two of these factors doesn't necessarily mean that the line between consultant and employee has been crossed; however, the more factors, the higher the risk. The following list of questions and suggestions will help you consider the pros and cons of co-location.

## Things to Consider

### Computers and Office Space

Will you share an existing space with the consultant or will they be housed in a WSDOT office? If a new location is necessary, who will be responsible for acquiring the space? If the consultant acquires the space, will they perform non-project related work in this office? Answering these questions will help determine if WSDOT should provide office equipment and supplies, and how project-related expenses and reimbursements should be handled.

Typically, the co-located consultant would provide his or her own equipment for the job. Printers, copiers and fax machines may be shared, but what about laptops and cell phones?

- How will you plan for, and use office space effectively?

- Who makes office decisions? For example, which staff will co-locate? Who sits by the window?
- Who is responsible for negotiating with the owners of the space? Either WSDOT or the consulting firm will have the advantage.
- How many company logos are displayed at the entrance?
- How will the phones be answered?
- What is the timeline for the co-location?
- Where will files be stored? Who has access to them? Who gets to decide?
- Will documents be saved as WSDOT or Consultant files? Discuss document control early on.
- Can consultants purchase furniture more efficiently? Who can supply a space with a better rate?
- Are printers, copiers, computers and other equipment available for all parties?
- How is the space configured?
- What computer networks are available? Can they 'talk' to each other?
- Determine what software if needed and discuss how it will be purchased.
- Who manages the system networks on a daily basis?
- The State process for obtaining a lease is cumbersome and time consuming. Allow adequate time.
- IT must identify possible conflicts, and coordinate agency standards/practices for all computer and network related needs (consultant and WSDOT) before a contract is signed.
- The total number of region wide IT personnel should be reviewed before co-location to determine any necessary funding for additional support (i.e., consider ratio of computers to support staff.) This needs to be funded at the start of the project. Creep in total number of unfunded computers and network devices without compensation will impact overall support.
- Agree upon a mechanism for adjusting agency and consultant IT roles and responsibilities over time. The plan should ensure flexibility and encourage new technologies and cost effective opportunities.
- Have a plan (as detailed as possible) for computer related needs to ensure proper configuration and timely delivery.
- Determine who will pay for computers and related equipment and whose staff will provide support. Clearly define WSDOT and consultant roles and responsibilities.
- Order computer related equipment in advance if you anticipate project staff increases. This will allow for more timely responses.
- Evaluate the pros and cons of using a WSDOT or consultant network. Consultant networks have caused significant issues.
- WSDOT has a much higher standard of ethics for computer use than most companies. It's important to emphasize our policies with consultants who may be working on a WSDOT network. We cannot provide ethics training, but we can offer a list of do's and don'ts.
- Get Region and HQ IT involved up-front.

- Make sure there are laptops (and/or Blackberries) available for managers that frequently work away from the office.
- Provide cell phones for appropriate staff.
- Copiers should be centralized. Printers should be dispersed among the teams. Provide sufficient color copy and plot capability.
- Provide teams with State Printing Office guidelines and rules, e.g., approved vendors.
- Understand how printing is accounted for (in some cases, it isn't included) in consultant agreements, e.g., what costs can be charged to the project.
- Work out details of supply orders for WSDOT and consultant staff.

### **Suggestions**

- Locate staff working on similar tasks together.
- Involve consultants and WSDOT staff in space planning.
- Look to the future for potential staffing needs. Plan accordingly.
- Keep teams together as much as possible. Avoid locations on different floors or buildings.
- Make sure managers sit with their teams as much as possible.
- Be aware of jobs that require much coordination and discussion, and try to locate these staff where they will not disrupt others that need to have quiet space for concentration.
- Make sure there are sufficient conference rooms.
- Consider hiring a space planner for guidance.
- Provide sufficient file and supply storage space.
- Keep up to date with current state purchasing policies. Laws and policies regarding purchasing continue to change and interpretation of these can be tricky.
- There are strict rules regarding furniture purchases. Review and understand them.
- Keep an inventory of all WSDOT-owned items. Clearly label them.
- Understand impacts of space on the GEC agreement.

### **Equity**

- Be prepared to talk about the disparity between consultant and state force wages.

### **Suggestions**

- Understand how consultant work is priced.
- Be sure to compare fully loaded FTE costs with consultant pay and benefits.

### **Logo and Branding**

- Do you get a business card for the project, or keep company and agency business cards?

### **Suggestions**

- Many like the project related business cards. They appear to be a nice team building/branding item, but consider the legal ramifications that might result from having a consultant present a WSDOT business card.
- Project logos could be helpful.

### **Overhead Rate**

- Will it be reduced if WSDOT supplies office space and computers?
- Who does it apply to?
- Does the old consultant overhead diminish?

### **Suggestions**

- Contact HQ Consultant Programs Division early in the process. You will need their assistance to determine the appropriate overhead rate and reimbursable methodology for project related costs.

### **Non-Project Related Work**

- Consultants will probably have other work unrelated to the work performed in the co-located office. How and where will that work be done if not in the co-located space?

### **Suggestions**

- Lay out expectations up front.
- Review this type of activity with State laws concerning using State IT equipment.
- If not allowed, perhaps other computer technologies should be used to meet this need. WSDOT may need to review and adjust agency standards to meet consultant needs.

### **Policies and Administration**

- Facilities
- Vehicles
- Lunches and breaks
- Dress code
- Behavior
- Who signs timesheets i.e., if WSDOT employee reports daily to a consultant, etc.

### **Suggestions**

- Consultants are not allowed to drive any state vehicle for any reason.
- Check with HQ Consultant Programs Division.
- Lunches, breaks, dress code, and behavior should be clearly understood.
- Consultants may supervise the work of a WSDOT employee, but may not be responsible for performance evaluations, discipline, etc. Check with HQ HR for details.

## Scope and Budget

- With co-location it is easier to share ideas, and thus there is a greater tendency (actual or perceived) to create new deliverables outside of the original scope.

### Suggestions

- All employees should understand the project scope and deliverables.
- Staying within the scope, budget and schedule is easier when the outcome is well defined, understood and monitored.

## Staff Roles and Responsibilities

- Expectations.
- Schedules.
- Who's in charge of establishing a schedule?

### Suggestions

- Agree on office hours and your core team working hours.
- WSDOT should not dictate consultant working hours.
- Team leaders should decide on schedules and expectations.

## Team Building

- Quickly establish plans for team building in the co-located office. Team building won't happen without planning.

### Suggestions

- Talk to others who have co-located. Find out what works, and what does not.

## Training and Agency Standards Compliance

- Determine the need and who pays for it.
- Ethics.
- Safety.

### Suggestions

- HQ Consultant Programs Division has training guidelines. Understand the circumstances under which WSDOT pays for training and how billing for training time works.
- HQ Consultant Programs Division will provide direction on ethical issues related to co-location.



## Appendix 18

# Use of State Vehicles

Though it hasn't been prohibited by the Office of Financial Management (State Administrative and Accounting Manual) or by WSDOT executive management, Risk Management strongly discourages WSDOT staff from allowing any contractors and consultants to drive or ride in a state vehicle. If deemed essential and truly cost beneficial to allow a contractor or consultant to drive or ride as a passenger in a state vehicle, use the following guidance for minimizing the potential liability to the department.

The following guidelines were gathered from the State Administrative and Accounting Manual (SAAM).

### **12.30.20 – State driver responsibilities – State-Owned or Leased Motor Vehicles**

12.30.20.a – Except as otherwise provided by law or by regulations of the Office of Financial Management, state-owned or leased motor vehicles are to be used only for official state business. When a state-owned or leased motor vehicle is being operated, any person exercising control over and/or operating the vehicle is expressly prohibited from engaging in the transportation of unauthorized passengers. Unauthorized passengers are those passengers not engaged in performing official state business and/or not specifically authorized by the agency head or authorized designee. Unauthorized passengers can include, but are not limited to, family members, relatives, friends, and pets. Refer to Subsection 12.10.30 for a definition of authorized passengers.

12.10.30 – Authorized Passengers – Individuals authorized by the agency head or authorized designee to ride as passengers in a state vehicle driven by a state driver conducting official state business. Authorized passengers can include students, volunteers, contractors, clients, and private citizens. Note: Approval by the Manager or PE is appropriate for WSDOT authorizations.

### **12.40.20 – Insurance requirements and coverage for state drivers**

12.40.20.a – State Employees

Contractor requirements for State vehicle use

12.40.20.b – Contractors

#### **12.40.20.b. (1) – Contractor Drivers – State Vehicles**

The agency head or authorized designee must authorize contractors to use state vehicles for official state business. The agency head or authorized designee should formally document the approval.

Most Commercial Auto or Business Auto Liability insurance policies contain “Other Insurance” provisions in Section IV - Business Auto Conditions which provide that:

*“For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.”*

In order to ensure auto coverage for all tiers for borrowed autos from the state, contractor/consultant agreement auto insurance provisions should provide for coverage as follows:

Business auto liability insurance written under ISO Form CA 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000) combined single limit each occurrence. If the CONTRACTOR/CONSULTANT or any SUB-CONTRACTOR/SUB-CONSULTANT is to use borrowed “auto(s)” from the STATE, the first sentence of the “Other Insurance” provisions in SECTION IV.B.5a of each of their respective auto insurance policies is to be amended by endorsement to read:

*“For any covered auto you borrow from the State of Washington, this Coverage Form provides primary insurance, except when the primary cause of the accident is determined to be a defect of the borrowed auto.”*

Provisions for liability insurance and industrial insurance should be included in agency contracts. For example, insurance provisions for personal service contracts are covered in the Subsections 15.10.50 and 15.10.55, and for client service contracts in Subsections 16.10.35 and 16.10.40.

### **12.40.20.b (2) – Contractor Drivers – Privately Owned Vehicles (POVs)**

In situations where contractors are required to use POVs in performance of their contracted duties, agencies are required to:

- Include indemnification language in contractual agreements limiting the state's liability for the action of the contractor. (Risk Management Division’s Contract Manual is available at <http://www.ofm.wa.gov/rmd/risk.htm> and contains sample hold harmless and indemnification agreements.)
- Require the contractor to:
  - Name the State of Washington as an “additional insured” in their insurance policy.
  - Meet the state's legal requirements for auto insurance.
  - Provide Department of Labor and Industries workers’ compensation coverage for drivers, as applicable and/or as required by Title 51 RCW.

### **15.10.50 – Liability insurance**

15.10.50.a – Before conducting personal service procurement, the agency should analyze the type of services required and evaluate the State’s exposure to legal liability that may result from the contract. To protect the State’s interests, liability insurance requirements should be included in either the solicitation document, as a condition of responsiveness and attached as an exhibit or in the contract document.

Injury or damage to a third party may result in legal liability to the state if it occurs as a result of a contractor's negligence. Liability insurance covers legal liability of an insured. If a contractor provides liability insurance coverage and names the State as an additional insured on the policy, the State will have insurance protection for many types of tort claims that arise out of the contractor's activities.

15.10.50.b – The OFM, Risk Management Division (RMD) recommends that agencies include insurance requirements in their contracts, as applicable. At a minimum, RMD suggests that contractors be required to purchase general liability/automobile liability and employer's liability insurance and comply with workers compensation laws. For more information on RMD's suggested insurance specifications, refer to *Contracts: Transferring and Financing Risk*. This manual is available in hard copy through RMD or on the OFM web site at <http://www.ofm.wa.gov/rmd/risk.htm>. If you have further questions, you may contact the Risk Management Division at (360) 902-7301. Contract managers should contact internal agency staff who may be knowledgeable about insurance requirements before contacting RMD.

### **15.10.55 – Industrial insurance**

15.10.55.a – With few exceptions, Washington State's industrial insurance law, Title 51 RCW, requires that all persons performing work under contract in Washington State be covered by industrial insurance. RCW 51.12.050 holds the contracting agency ultimately responsible for ensuring that such coverage is provided. As appropriate, agencies should incorporate into their personal service contracts a provision stating that the contractor agrees to comply with the industrial insurance requirements of Title 51 RCW.

15.10.55.b – Contractors are required to provide industrial insurance coverage either through the Department of Labor and Industries (L&I) or as self-insured employers certified by L&I. Industrial insurance coverage is optional for sole proprietors, partners, and corporate officers. Agencies can verify a contractor's compliance by contacting the Contracts Release Unit of L&I in Olympia at (360) 902-4753.

15.10.c – In the event the contractor is found to be out of compliance, the agency may still enter into the contract, but should notify the contractor that no payments for services provided under the contract will be made until the contractor furnishes evidence of full compliance. RCW 51.12.050 and RCW 51.12.070 each give the contracting agency the authority to "collect from the contractor the full amount payable in premiums," for industrial insurance.

## **16.10.20 – Guide to Client Service Contracting**

### **16.10.35 – Liability insurance**

16.10.35.a – Before awarding a client service contract, the agency should analyze the type of services required and evaluate the State's exposure to legal liability that may result from the contract. To protect the State's interests, liability insurance requirements should be included in either the contract or the solicitation document whenever appropriate.

16.10.35.b – Injury or damage to a third party may result in legal liability to the state if it occurs as a result of a contractor's negligence. Liability insurance covers legal liability of an insured. If a contractor

provides liability insurance coverage and names the State as an additional insured on the policy, the State will have insurance protection for many types of tort claims that arise out of the contractor's activities.

16.10.35.c – The OFM, Risk Management Division (RMD), recommends that agencies include insurance requirements in their contracts, as applicable. At a minimum, RMD suggests that contractors be required to purchase general liability/automobile liability and employer's liability insurance and comply with workers compensation laws. For more information on RMD's suggested insurance specifications, refer to Contracts: Transferring and Financing Risk. This manual is available in hard copy through RMD or on the OFM website at <http://www.wa.gov/ofm/rmd/contrman.htm>. If you have further questions, you may contact the Risk Management Division at (360) 902-7301. Contract managers should contact internal agency staff that may be knowledgeable about insurance requirements before contacting RMD.

### **16.10.40 – Industrial insurance**

16.10.40.a – With few exceptions, Washington State's industrial insurance law, Title 51 RCW, requires that all persons performing work under contract in Washington State be covered by industrial insurance. RCW 51.12.050 holds the contracting agency ultimately responsible for ensuring that such coverage is provided. As appropriate, agencies should incorporate into their client service contracts a provision stating that the contractor agrees to comply with the industrial insurance requirements of Title 51 RCW.

16.10.40.b – Contractors are required to provide industrial insurance coverage either through the Department of Labor and Industries (L&I) or as self-insured employers certified by L&I. Industrial insurance coverage is optional for sole proprietors, partners, and corporate officers. Agencies can verify a contractor's compliance by contacting the Contracts Release Unit of L&I at (360) 902-4753 in the event the contractor is found to be out of compliance, the agency may still enter into the contract, but should notify the contractor that no payments for services provided under the contract will be made until the contractor furnishes evidence of full compliance. RCW 51.12.050 and RCW 51.12.070 each give the contracting agency the authority to “collect from the contractor the full amount payable in premiums” for industrial insurance.

### **Coordinated Guidance: WSDOT/AG and WSDOT Risk Management**

If a consultant negligently operates a state vehicle causing damages to property or personal injuries to another, WSDOT would be exposed to potential tort liability. The enhanced risk is obvious. To avoid such adverse consequences, WSDOT could preclude such use or require proper insurance coverage. Relying on the latter approach, an insurance provision was included in the standard consultant agreement. It required one million dollars (\$1,000,000) combined limit commercial/business auto liability insurance for the consultant's owned and non-owned vehicles with WSDOT being named as an additional insured on the policy. In view of the Northwest Region's desire to allow more consultant usage of state vehicles, this insurance provision was reexamined and found to be inadequate. In essence, the required policy only covered WSDOT for any excess damages over and above any other collectible insurance WSDOT had in place. WSDOT is self-insured under the State's Self-Insurance Liability Account, which covers damages resulting from WSDOT vehicle accidents with third parties. Since WSDOT is self-insured and is the

owner of the vehicle, any damages caused by the consultant's negligent use of a state vehicle would be paid from WSDOT's insurance and not from the consultant's policy.

To correct this problem, the Risk Management Office worked with the State's insurance broker, Willis of Seattle, to draft an insurance requirement that would provide full coverage to WSDOT. After discussing the proposal with my office, Mr. Henselman and I agreed that WSDOT should amend the vehicle insurance requirement in the consultant agreements to read as follows:

Business auto liability insurance written under ISO Form CA 00 01 10 01 or equivalent providing coverage for Any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000) combined single limit each occurrence. If the CONSULTANT is to use borrowed "auto(s)" from the STATE, the first sentence of the "Other Insurance" provisions in SECTION IV.B.5.a. is to be amended by endorsement to read:

*"For any covered "auto" you own or borrow from the State of Washington, this Coverage Form provides primary insurance, except when the primary cause of the accident is determined to be a defect of the borrowed auto."*

In July 2006, a new problem arose. We were informed that a consultant (PBS) could not obtain insurance, which would now be required in the consultant agreements. In particular, its insurance carrier would not agree to amend Section IV.B.5.a. as required above. The consultant Parametrix faced the same dilemma. After several discussions, the Parametrix insurer suggested that the May 2006 insurance coverage language be modified. After reviewing it with others, Mr. Henselman recommended that for purposes of the contract with Parametrix, the following insurance provision should be incorporated:

Contract Insurance Language for Prime's use of State Vehicles:

- Business auto liability insurance written under ISO Form CA 00 01 10 01 or equivalent providing coverage for Any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000) combined single limit each occurrence. If the CONSULTANT is to use borrowed "auto(s)" from the STATE, liability is assumed under this contract and the certificate shall evidence the following language:
- For any covered "auto" you own or borrow from the State of Washington, this Coverage c., except when the primary cause of the accident is determined to be a defect of the borrowed auto.

From the brief history described above, several factors need to be considered by WSDOT in determining whether consultants should use state vehicles and to what extent. Some of the more critical ones include the following:

- Auto insurance requirements in the consultant's contract must provide WSDOT full and complete coverage.
- A process must be put in place so that WSDOT knows that the policy has in fact been obtained and kept in place throughout the course of the agreement.
- If sub-consultants will be using state vehicles, the agreement between the prime consultant and WSDOT must state specifically that the sub-consultants obtain the required insurance coverage to

protect the State. This requirement must also be reflected in the agreement between the prime and the sub-consultant.

- Since WSDOT has no contractual relationship with the sub-consultants, any sub-consultant request to use a state vehicle must come through the prime consultant. Again, the use would only be contingent upon proof of proper insurance coverage.
- Consultants may claim that their insurers are unwilling to extend coverage when the consultants are using state vehicles, especially when the consultant has a small fleet of vehicles. They may also claim that the cost of adequate coverage is prohibitive. Notwithstanding such arguments, I don't believe that WSDOT wants to assume any consultant liability from the consultant's use of a state vehicle.
- Insurer may require a schedule of vehicles from the consultant to be used in the performance of the agreement. While this may be difficult with such a large fleet of state vehicles, the consultant would have to provide such information so that proper coverage is obtained.
- In addition to the coverage issue, there are other matters to consider such as improper use of the vehicles and the availability of the vehicles when needed by state employees.

## **Conclusion**

If WSDOT makes the business decision to allow the consultant use of state vehicles, liability protection must come in the form of full and complete insurance coverage. This can only be achieved by requiring this in our consultant agreements or contracts.

Although it is highly discouraged, if state vehicle use by contractors or consultants is contemplated, ensure contract/agreement insurance provisions are coordinated with the WSDOT Risk Manager prior to contract/agreement proposals or bid documents being advertised.

# A Guide to the WSDOT Construction Change Order Process

WSDOT  
July 2008

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## INTRODUCTION

This Guide to the WSDOT Change Order Process is not meant to cover every conceivable change order scenario, but is intended as a guide to the basics of the process. Each change order is unique, but they all have certain things in common. All change orders are legal documents changing the contract. All change orders need to comply with “HQ Construction Office Change Order Review Criteria”, since this is a guide to the minimum requirements for change orders. The Change Order Checklist is required for all change orders, since this delineates the approval and execution authority required.

## **Section I**

### **I. CONTRACTS AND CONTRACT CHANGES – GENERAL OVERVIEW**

#### A. Contracts

#### B. Contract Changes

- Common Reasons for a Change
- Typical Flow of a Change Order

## I. CONTRACTS AND CONTRACT CHANGES – GENERAL OVERVIEW

### A. Contracts

In the administration of WSDOT construction contracts, we rely on the definition provided by Section 1-01.3 DEFINITIONS of the Standard Specifications, which states:

**“CONTRACT** “The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who provides labor and materials; and
3. How Contractors will be paid.

The contract includes the contract (agreement) form, bidder’s completed proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any).”

The construction contract documents establish the rights and obligations of both the owner and the Contractor. The Contractor has an obligation to deliver the completed facility within the time specified, for the amount specified, and in accordance with the plans, specifications and special provisions of the contract. The contracting agency, in this case WSDOT, has an obligation to pay the Contractor upon satisfactory completion of the contract work, in accordance with the terms of the contract.

Section 1-04.2 of the Standard Specifications establishes the order of precedence of contract documents as:

1. Addenda
2. Proposal Form
3. Special Provisions
4. Contract Plans
5. Amendments to the Standard Specification
6. Standard Specification
7. Standard Plans

When making changes to a contract, remember that all the preceding documents are part of the contract, and that care must be taken to ensure that any changes made do not create unexpected conflicts between documents.

WSDOT’s right to make changes to the contract is detailed in section 1-04.4 of the Standard Specifications, CHANGES, as follows:

“The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.”

When the need, as determined by WSDOT, to make a change to the contract arises during the performance of the contract, the change must be accomplished by means of a written order from the Engineer to the Contractor. Such a written order is as legally binding, on both parties, as the original contract; since it becomes part of the contract once it has been executed by the engineer and received by the Contractor. The Engineer can order changes orally when time is of the essence. However, oral change orders require the same levels of approval as any other change order, and must be followed with a written change order.

(Note that change orders are included in the definition of a contract in Section 1-01.3)

As stated in Section 1-04.5, of the Standard Specifications, PROCEDURE AND PROTEST BY THE CONTRACTOR:

“The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides.”

As mentioned above, if the Contractor disagrees with the terms or conditions of a change order, there are specific requirements that must be met in order to file a protest. Section 1-04.5 of the Standard Specification states that when he disagrees with a change order “...the Contractor shall:

- 1) Immediately give a signed written notice of protest to the Project Engineer before doing the work;
- 2) Supplement the written protest, within 15 calendar days, with a written statement providing the following:
  - The date of the protested order;
  - The nature and circumstances that caused the protest;
  - The contract provisions that support the protest;
  - The estimated dollar cost, if any, of the protested work and how that estimate was determined; and
  - An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a change or disruption; and
- 3) If the protest is continuing, the information required above, shall be supplemented as requested by the Project Engineer. The Contractor shall provide the Project Engineer, before final payment, a written statement of the actual adjustment requested.”

Any change order not protested by the Contractor in the prescribed manner, is considered full equitable adjustment for the work added or deleted, any adjustment to time, or any costs incurred.

## **B. Contract Changes**

Change orders are changes to a legal document (the contract) and are themselves legal documents. Once a change order is executed, it becomes part of the contract, and cannot be *un-executed*. The only way to make further modification to a contract is to process another change order.

The WSDOT change order process is designed to comply with the requirements of the Washington Federal-Aid Stewardship Agreement. This agreement (which may be viewed from the State Construction webpage) between WSDOT and FHWA, implements a process of program and project oversight and accountability, and lays out the respective roles of WSDOT and FHWA in providing stewardship for Federal-Aid Highway projects. Monitoring the change order process is part of the Stewardship Agreement.

Change orders may be initiated by WSDOT, the Contractor or both parties.

Contract changes have many causes. Among the most common are:

- Plan deficiency (errors or omissions)
- Design criteria changes
- Specification conflict or ambiguity
- Extra work or unanticipated need
- Contractor proposed change (material substitution, etc.)

A more detailed description of these causes is as follows:

- Plan deficiency (errors or omissions)

When details in the plans do not provide an accurate and adequate representation of the work to be accomplished, a change order will be required to detail the work and provide equitable compensation. Plan error can occur not only in describing how the work is to be done, but also in describing the physical environment in which the project is to be built. Leaving out certain features in the plans can completely change the work.

- Design criteria changes

Care should be taken to identify those changes that alter design criteria, since changes that alter design criteria must be discussed with, and concurrence obtained from, Region and Headquarters design staffs. This type of change may require a design report amendment, and on Federal Aid projects, may require FHWA concurrence.

- Specification conflict or ambiguity

If there is ambiguity in the specification or a contradiction between the specifications and other contract documents, the Contractor does not have a clear description of the work to be done. Ambiguity or contradiction lends itself to conflicting interpretations of what or how the work is to be done, measured, or paid.

- Extra work or unanticipated need

Extra work is required when the contract is lacking an item, or items, to complete an item of work as specified in the contract. For example, when there is not enough suitable on-site material to build an embankment, a new contract item for the required borrow would be added by change order to complete the work.

- ○ Contractor proposed change (material substitution, etc.)

A Contractor proposed change usually occurs when the Contractor desires to modify the work method specified in the contract or to substitute materials for those specified in the contract. This might occur when the Contractor can provide an item that is functionally equivalent or superior to the specified item, but which does not meet contract specifications. When this occurs, it usually means that the Contractor has a less expensive method or material, and the change order may reflect this by providing a credit to WSDOT. WSDOT may also be entitled to any saving in time. If there is no windfall profit to the Contractor, a no-cost change order may be appropriate.

*Note: It is especially important that deleted or reduced contract items be checked against Condition of Award items. WSDOT has a commitment to FHWA regarding DBE participation requirements and any change to the Condition of Award work to be performed could affect funding.*

Change orders initiated by WSDOT may be:

1. A response to unexpected conditions, which should not be confused with "Changed Condition". Changed condition can only be determined by HQ Construction, and the Contractor must closely follow the requirements for notification as defined in Standard Specification 1

04.7. WSDOT will strictly enforce these requirements, especially if we could have mitigated the impacts had we been properly notified.

2. Correction of plan errors. As a rule of thumb, if there is an error in the plans, the correction, and the cost of correction, will be born by WSDOT.

3. Errors or other necessary modifications. These changes will usually be adopted by WSDOT as soon as they are recognized.

Changes initiated by the Contractor may be:

- 1 Repair procedures. This applies mostly to bridge work, but may be for roadway issues. If the repair includes a modification to the plan (modify placement of the re-steel, move a joint, etc.), a change order is required to document the change.
- 2 Material substitution. These changes often include a credit to WSDOT, however if the product or material is superior to that specified and there is a benefit to the State, it may be at no cost.
- 3 Work method change. If the Contractor proposes to alter the work method, as required in the contract, a change order will be necessary. Often this type of change order will involve a reduction in working days and may or may not involve a credit to WSDOT.
- 4 CRIP. When the Contractor proposes a Cost Reduction Incentive Proposal change order, there are strict requirements to be met. These requirements are described in Chapter VII of this manual and are described in detail in Chapter 1-2.4(1) of the Construction Manual.

Two of the most common change orders that may be initiated by either party are:

- 1 Settlement of disputes.
- 2 Price adjustments for increased or decreased quantities. The requirements for this type of change order are discussed in Chapter VII of this manual.

During the course of construction, a change might occur as follows:

- The need for a change arises.
- Change is identified and all options evaluated.
- Project Engineer obtains all change *concept* approvals required by change order checklist.
- Project Engineer prepares PS&E type documentation for the change, including an independent estimate to justify the cost and any new or revised plan sheets required to detail the work.
- Project Engineer meets with the Contractor to discuss the terms of the change and negotiate agreed pricing and time.
- The change is formalized with a change order.
- The change order is submitted to Region for review and/or execution, and Region sends to HQ for review and/or execution.
- Change order is executed and Contractor proceeds with change work.



Ideally, no change work is to be performed until the Project Engineer has an executed change order in hand. On rare occasions, an approval to proceed with the change work prior to issuance of an executed change order may be requested from the executing authority. This prior approval, which must be documented, may be appropriate if there is a cost/time benefit to WSDOT, or if it will mitigate a cost/time disadvantage to the Contractor.

If the change order process follows the flow as described above, the engineer should have few difficulties. Problems can, and do, occur when the engineer doesn't first obtain the required approvals or when he/she has not done a good job of preparing PS&E type documentation for the change. This is just as important as preparing the bid documents for the original contract. Having this written documentation when negotiating with the Contractor can minimize misunderstandings about the quantity or type of work expected of the Contractor, exactly what is to be included in the price for the work, how it will be measured and paid, or how long the work will take.

Misunderstandings, and problems arising from them, are not nearly so serious if change order work has not been performed prior to execution of the change order. If the change order process above is followed, there will be much less chance that things will go wrong in administering changes.

## **Section II**

### **II. ENGINEERING THE CHANGE**

(Answering the question, “What needs to be changed and why?”)

A. Justify the Change

B. Change Order Checklist

C. Description of the Change

D. Prepare a Plan

E. Define Pay Items

F. Estimate Cost

G. CCIS, Change Order Tracking, and Backup Documentation

## II. ENGINEERING THE CHANGE

### A. Justify The Change

The first step in engineering the change is to establish the justification for the change. The engineer must establish that the issue under discussion is truly a change to the contract, not covered by any other item of contract work, or not made incidental to other contract items by Standard Specifications, addenda, special provision, or amendments, etc. It is WSDOT policy to make only necessary changes and forego elective changes. The Project Engineer must establish that there is a real need or added value to the change.

Once it has been determined that a change to the contract must occur, the Project Engineer should investigate all possible solutions to the problem. In many cases there is more than one possible corrective action that may be taken. It is the job of the Project Engineer to determine which action is the most efficient, effective, and in the best interest of the State. The Project Engineer may request help or advice from Region or HQ Construction personnel in making this determination, as well as input from the Contractor, i.e. impacts to other work, etc..

Once the best action is decided upon, the Project Engineer must prepare a plan for the change, assemble the pertinent specifications for the change, estimate how much the change is going to cost, how long it will take, and obtain the required approvals (as defined in the Change Order Checklist in the Construction Manual). Just as in the prebid state of the original contract, the engineer must prepare PS&E type documents for the changed portion of the contract. This is in order to give the Contractor a clear and complete idea of what the change work entails and allows the Contractor to estimate how much this changed work should cost. If these steps are followed, the Project Engineer should find it much easier to negotiate the change.

### B. Change Order Checklist

One thing that must not be overlooked is the completion of the change order checklist. The change order checklist is the mechanism for determining who must give approval for the change, as well as who is the executing authority for the change and, therefore, the change order checklist is required for all change orders, including minor changes. The change order checklist will also be used when requesting an approval to proceed with change work prior to the execution of the change order, since the executing authority is the only one authorized to issue such an approval.

### **C. Description Of The Change**

Putting the change order documentation together begins with preparing a complete description of the change. This should include:

- What is to be changed.
- Any restraints on how the work must be performed.
- The location of the change.
- Material and product specifications.
- Any time constraints that may be required.
- Any other considerations.

The description needs to be clear enough that the Contractor will understand exactly what work must be performed, what materials will be required, and what construction requirements must be met in order to complete the change work. If there are time constraints of the performance of the change work, this must be detailed as well.

### **D. Prepare A Plan**

In addition to a complete written description of the change, an illustrative plan may be required to provide supplemental details, which will clearly explain, illustrate, or delineate the work. This might be a sketch of a detail, a plan sheet from the original contract, modified to show the change work, or a new plan sheet that provides the details of the work.

### **E. Define Pay Items**

With a description of the change and a plan for the change, the Project Engineer can determine how the work under the contract has been affected, i.e., which contract items are affected and what new pay items, if any, must be created. Make sure that the change is being made to the correct group. All affected contract items must be checked against Condition of Award items, since increasing, reducing or deleting COA items requires Headquarters Construction Office approval and execution of the change order. Any new non-standard items needed must have a full description, a method of measurement, and a method of payment, similar to the Standard Specifications. If the new items are "standard items", already covered in the Standard Specifications, this is not required.

When deleting or reducing contract items, pay particular attention to the dollar amounts remaining in the groups being affected by the change. Check contract documents to make sure that the items or groups were not deleted or reduced by addendum or previous change orders. You cannot take money from a group that no longer exists.

## **F. Estimate Cost**

An important step of this process is preparing the engineer's independent cost estimate for the change. This must be a truly independent estimate, and not just a reiteration of the Contractor's estimate. The Project Engineer will estimate the quantities for each of the items, modified or deleted contract items and new items, the unit price for each, and compute the total cost of the change. The engineer's independent estimate should be done prior to any negotiation with the Contractor.

Unit prices for new items may be estimated in one of several ways:

- 1 Using bid prices from recent contracts with similar work and similar quantities, (Unit Bid Analysis)
- 2 Using a time and materials estimate.
- 3 Means Cost Estimating Guide

The first method of estimating prices is common and easily understood. However, every effort must be taken to insure that the type and quantity of work used for the estimate is recent enough for prices to be current, and truly similar to the type of work and quantity to be performed as change work. It may also be appropriate to take geographic location into account, since the price for similar work may vary greatly from one area to the next. If the prices are not recent, the work is not really similar, or the quantities vary too much, the price may not be reflective of the actual change work, and will result in an inaccurate estimate.

Another means is by estimating the costs of labor, material, equipment, and overhead in a manner similar to Force Account computation. Quotes may be solicited from suppliers, rental companies and service companies to get current prices. The use of Force Account markups for overhead and profit should not be automatic. These markups may not be appropriate for the change work. This type of estimate requires the Project Engineer to establish what types of equipment the Contractor may utilize for the work, as well as estimate the level of efficiency of the Contractor's work force. The Project Engineer must also establish labor and equipment rates.

If additional aspects need to be considered in estimating the cost of change work, RS Means Heavy Construction Cost Estimating guide may be helpful. Information on the use of the RS Means Cost Estimating Guides, as well as other methods may be found on the internet at the Project Management website. Also, the Design Office provides training in cost estimating for designers, and this training may be beneficial to those writing change orders. Further guidance on cost estimating may also be found in the Plans Preparation Manual and the PS & E training course.

## **G. CCIS, Change Order Tracking, and Back-up Documentation**

It is required that all change orders be entered into the CCIS system, and that all information be kept current. WSDOT uses CCIS to track and report on change orders. In order to report accurately, this information must be current and accurate.

It is essential that a change order log be used to track the status of change orders. It is advisable that change orders be tracked prior to execution in order to insure that the change order is processed expeditiously and that the change order is executed or, if warranted, approval to begin the work prior to execution of the change order is obtained from the executing authority, prior to any change order work being performed.

The Project Engineer maintains the change order backup information in the file with the change order. This material should be clear enough that someone unfamiliar with the project can understand why and how the change came about, and why any compensation is justified and reasonable. It should also include documentation of all approvals obtained. This will prove indispensable should the change order be subject to problems later, the FHWA reviews the file, or internal auditors are reviewing change orders.

## **Section III**

### **III. NEGOTIATING AGREED PRICES AND TIME**

- A. Definition of Criteria and Timing
- B. Negotiation Before Change Order Work Begins
- C. Negotiation After Change Order Work Begins

### **III. NEGOTIATING AGREED PRICES AND TIME**

#### **A. Definition of Criteria and Timing**

When the change order process has reached the point of negotiation, there are two major criteria to keep in mind:

- 1 The Project Engineer must negotiate to obtain an agreement that is in the best interest of the state; price and all other factors considered.
- 2 The price agreed upon must be equitable and reasonable for the change work. The state should not attempt to under-price the work, nor should the Contractor be allowed to over-price the work. The Contractor is entitled to a fair profit.

The most critical part of the negotiating process is the timing of the negotiations. It is always preferred that negotiation be done before any change order work is performed.

#### **B. Negotiation Before Change Order Work Begins**

The Project Engineer should enter the negotiation by presenting the Contractor with a complete description of the changed work. This should include plans and specifications, as well as any other documentation required to fully explain the changed work, describe the materials that are required, and detail how the work will be measured and paid. The Contractor, after studying the proposal can then present what he considers to be a fair price for the work.

The Project Engineer will then compare the Contractor prepared estimate to the previously prepared engineer's independent estimate. If there is a large difference in price, the basis for each estimate must be discussed. If unit contract prices from recent contracts were used for the engineer's independent estimate, the Project Engineer should compare the change order work to the work represented by the unit bid prices. Sometimes the work or quantity is not similar. Dissimilarities can be caused by location, local site conditions, different equipment requirements, or haul differences. When agreement cannot be reached using an estimate based on unit bid prices – adjusted for specific change order conditions – the Project Engineer should prepare an estimate based on time and materials.

A time and materials estimate will be based on estimates of the labor, materials, and equipment used to complete each item of changed work. When there is a difference in prices, breaking the cost down in this manner will make it much easier to identify where discrepancies exist. Since this type of estimate places the burden, on the estimator, of establishing the amount of time it will take to do



the work (production rates), as well as what types of equipment are required, this is usually where differences surface.

Usually agreement can be reached on the type of equipment, equipment rates, duration of use, etc., so that the changed work may be forward priced before any changed work is performed. If the changed work or duration cannot be clearly defined or adequately quantified, and agreement cannot be reached to forward price the work, the engineer can use the Force Account method, per Standard Specification 1-09.6, to make payment for the changed work.

On multi-season project, the Engineer and Contractor may agree to measure a portion of the changed work using Force Account methods, with the intent to forward price the remainder of the work – a method known as “the measured mile”. This method is most applicable to work that is of long duration.

The Engineer may also consider establishing the cost and duration unilaterally, based on the engineer’s independent estimate. If the Project Engineer is confident that the price and duration for the changed work can be supported, there is nothing wrong with issuing a change order to the Contractor unilaterally.

Another aspect of the negotiation that should be considered is that of contract time. Any change that impacts an activity on the critical path of the Contractor’s schedule, or that causes another item to become a critical item, will need to be evaluated for an adjustment of working days. During the negotiating phase, agreement should be reached on how long it will take the Contractor to have the appropriate equipment available, how long it will take to obtain any required materials, and how long it will take to accomplish the actual change work. The appropriate amount of time should then be included in the change order so that the entire issue is resolved. *(Decreasing time is appropriate if the change order saves time).*

Sometimes the Contractor will be unwilling to commit to a stated number of working days. If there is an entitlement for additional time, it is usually better to include working days based on the engineer’s independent estimate, even if the Contractor does not agree. The issue of time may be considered after the change order work is completed; however, resolving any issue of time with the change order is the preferred method. A statement in the change order, indicating that time will be considered at a later date, is required when time is not resolved with the change order. *A time statement must be included in all change orders.*

### **C. Negotiation After Change Order Work Begins**

There are times when it might be necessary to proceed with the change order work without agreement upon prices for the new work. This may happen when it is impossible to estimate the amount of work required. When this happens, there are several alternatives for handling the problem:

- 1 Agree to use Force Account to measure and pay for the change work prior to proceeding with the work.
- 2 Proceed with a unilateral change order. Adjustments to the amount of compensation may be made later if cost records justify such an adjustment.
- 3 Use the "measured mile" method.

## **Section IV**

### **IV. CHANGE ORDER DOCUMENT COMPOSITION**

- A. Change Order Pages
- B. Signature Page
- C. Text Page(s)
- D. Accounting Page
- E. Condition Of Award
- F. Supplemental Plan Sheets
- G. CCIS And Backup File

## IV. CHANGE ORDER DOCUMENT COMPOSITION

### A. Change Order Pages

The Construction Contract Information System (CCIS) is used to create, track, and print change orders. A change order document consists of the standard CCIS generated pages, any drawings or plan sheets needed to illustrate the change, and any other documentation referenced in the text of the change order. A change order does not have attachments. Any document required by, or referenced in, the text must be part of the change order, and must be appropriately identified with the Contract number, change order number, and change order page number.

The standard CCIS pages consist of page 1 (the signature page), page 2 (the text page(s)), page 3 (the accounting page(s)), and when applicable, page 4 (the COA – Condition of Award – page(s)).

### B. Page 1 (Signature Page)

The first page of the change order deals mostly with the approval/execution of the change order. The header information, as well as the financial information, is automatically pulled from CCIS when the change order is printed. The rest of the page has spaces for signatures and dates, indicating concurrence by the Contractor (and when applicable, Surety) and approval/execution of the change order by the Project Engineer, Region Construction Engineer, and HQ Construction.

### C. Page 2 (Text Page)

The change order text page(s) contain(s) all of the terms and requirements of the change, with references. Note the beginning statement on the change order text page, which reads, "All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved." This statement, which is printed automatically by the CCIS system, saves the Project Engineer the trouble of describing every new standard item of work involved in the change, including measurement and payment specifications.

The main body of the change order should contain text explaining and detailing:

- 1 Description of what is being changed (including the location of the work, any pertinent specification reference, etc.) and the work required to complete the change.
- 2 Material requirements for new or modified materials used in the change.

3. Construction requirements for the change work.
4. Measurement of the change work.
5. Payment for the change work.
6. Time Statement

#### GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

The description should tell, clearly and concisely, but with as much detail as required, exactly what work the Contractor is required to perform in accomplishing this change. The description should also include the location of the change work.

Material requirements are the specific requirements for any new or modified materials that may be required for the change work. This section should include the acceptance criteria for the new material, and should be written in a manner similar to the Standard Specifications, if the material is not already covered by the Standard Specification.

Construction requirements describe any additional or changed requirements in the way the change work is to be performed.

Measurement is a description of exactly how each new non-standard item will be measured for payment. This may also include a description of what is not included as a part of the item.

Payment describes in detail how each new non-standard item is to be paid.

All change orders must include a statement addressing time. It is preferred that time be negotiated and included as a part of the change order. However, if this is not possible, a statement providing for future determination of time should be included. If time is not affected by the change, a statement that no adjustment in contract time will be made should be included.

All this change order text must be written in Microsoft Word, and uploaded to CCIS via a Word macro (see your IT group to have the macro installed on your computer). The text cannot be altered in CCIS. If the text must be modified, it must be revised in MS Word and uploaded again to CCIS.

#### **D. Page 3 (Accounting Page)**

The accounting page summarizes and lists all of the added, deleted, or modified pay items affected by the change order, the price of each added, deleted, or

modified item, the quantity of changed work, and the total dollar amount of the change. It also breaks the quantities into groups, in a manner similar to the summary of quantities included in the plans.

#### **E. Page 4 (COA Page)**

The Condition of Award page will only be printed if a COA change order alters COA items. The change may modify the quantity of an existing COA item, add a new COA item, or delete an existing COA item. All modification to contract items should be checked against COA items. If a change order modifies or deletes an item that is part of the Condition of Award, approval must be obtained from HQ Construction, with concurrence from the Office of Equal Opportunity, and the affected Condition of Award subcontractor.

Care must be taken to insure that when replacing a deleted COA item with a new item, the dollar amount is the same. (For example, if the original COA item had a dollar value of \$1,000 and the new item has a value of \$2,000; the COA goal is effectively increased by \$1,000).

#### **F. Supplemental Plan Sheets**

Supplemental plan sheets may be required to show additional details of the change work. They should be clearly marked with the contract number, change order number, sheet number, and change order page number, and must be included as part of the change order document. (Since these plan sheets detail physical changes to the contract work, they are useful as a basis for the required "As Built" plans at the conclusion of the contract.)

#### **G. CCIS And Backup File**

At this point the change order text should be uploaded to CCIS, any modifications made to existing items, and any new items created in CCIS. Any reduction or addition of contract time should be addressed at this time. Now the change order may be printed and sent to the Contractor for signature. Make sure that all of the information and dates in CCIS are current.

All correspondence to and from the Contractor regarding the change order should be kept with the backup file for the change order. If the change involves a DMWBE subcontractor, it requires concurrence from the affected subcontractor. This concurrence must be part of the file.

## **Section V**

### **V. PROCESSING THE CHANGE ORDER**

A. Order of Processing

B. The Minor Change Process

C. Change Order Justification Memo

## **V. PROCESSING THE CHANGE ORDER**

### **A. Order Of Processing**

The change order must be prepared in accordance with the terms negotiated. Once the change order has been prepared, the next step is to print the change order. Some Regions prefer that they be given a chance to review the change order package before it is sent to the Contractor. This will greatly reduce the chance of problems with the change order, since it will be reviewed in accordance with "HQ Construction Office Change Order Review Criteria". Next the change order should be sent to the Contractor to obtain the Contractor's signature as concurrence, when required. The "Sent To Contr" date in CCIS should now be entered, which locks the change order and prevents further modification. This insures that the document sent to the Contractor is identical to the one in CCIS. The Contractor's signature is not required on all change orders, but if time allows, it is good business practice to offer the Contractor the opportunity to review and sign the change order. Section 1-2.4(C) 7 of the Construction Manual defines when the Contractor's signature is warranted. When sending the change order to the Contractor, it is a good practice to include a date for the return of the change order from the Contractor. This will help insure that the change order progresses through the system and doesn't get bogged down or forgotten.

The next step is for the Project Engineer to sign and date the change order, either approving/executing the change order, if appropriate, or recommending approval by Region Construction/ HQ Construction.

### **B. The Minor Change Process**

All contracts now have a standard item for "Minor Change". If the change is non-structural in nature, valued at \$15,000 or less, and any change in working days is 10 days or less, the Project Engineer may use the Minor Change form (DOT form 421-005A EF). If using the Minor Change process, the Project Engineer may execute the change order.

Some things to keep in mind when using the minor change process are:

Minor Changes have the same approval requirements, per the change order checklist, as conventional change orders.

The CCIS requirements are similar to those of a conventional change order. All the same date and initial fields must be completed; however, there will be no change order text page or accounting page. The short description must be descriptive enough to explain the change.



The Minor Change form takes the place of the justification memorandum. Therefore, the text on the form must fully explain and justify the change, as well as any cost or time.

The Minor Change item is a lump sum item. The cost may be tracked and measured in many different ways, but must only be paid using the lump sum Minor Change item.

### **C. Change Order Justification Memorandum**

For conventional change orders (not Minor Change), the Project Engineer must prepare a justification memorandum, which documents the need for the change, explaining why the issue is not covered by the original contract, what options were considered and by whom; and it must provide substantiation for new item prices or adjustment to contract item prices. Any impact to contract time must be addressed and any adjustment to contract time must be justified and documented. If an approval to proceed with the work prior to execution of the change order was given, it must be documented in the memo. Any unusual circumstances or problems that are not resolved, such as the Contractor refusing to sign the change order, must be explained. All supporting documentation should be readily, since the change order justification process must be documented before the change order is prepared. When preparing the memorandum, remember that the person reviewing it may have limited knowledge of the project, and their ability to review and/or approve the change order is closely related to the explanation given in the transmittal. The memorandum package should include the completed change order checklist, the engineer's independent estimate, and all appropriate approval documentation.

Chapter 1-02.4C(6)[2] of the Construction Manual and "HQ Construction Office Change Order Review Criteria" give further guidance on the requirements of the memorandum.

The change order justification memorandum should be prepared as a "thru" memorandum. That is, it should be addressed to the appropriate Headquarters Construction office person "thru" the Region Construction Engineer or Engineering Manager. The reasons for this are twofold. The Project Engineer usually knows the most about the change, and should be able to explain it best, and it saves the Region office the time and trouble of trying to paraphrase and/or retype the Project Engineer's memo.

Make sure that all the appropriate information, dates and initials have been entered into CCIS, and then send the change order and memorandum package to the Region Construction Office. There the change order and memo will be reviewed. Most Region Construction offices will review change orders to make sure that they meet the requirement of "HQ Construction Office Change Order Review Criteria". It is important that sufficient time be allowed for this review, as

well as for HQ Construction review. These reviews allow for any concerns to be addressed before the change order is executed. At this time any deficiencies in the documents may be corrected or additional information requested. If the change order requires Region execution, the Region Construction Engineer or Engineering Manager will sign the change order and execute it, if appropriate. If the change order requires HQ execution, the Region Construction Engineer or Engineering Manager will endorse the change order with a recommendation that HQ execute it, and forward the entire package to HQ Construction Office for review and execution.

The "HQ Construction Office Change Order Review Criteria" document is included in the appendices of this manual.

Once it has been reviewed at Headquarters, the change order will be either approved/ executed, more information requested prior to approval or, the change order may be deemed to be unapprovable by Headquarters staff. On these occasions, the change order may be returned to the Region by memo, outlining the concerns and reasons for return. This step may be handled with an e-mail or phone call.

In accordance with the WSDOT/FHWA Stewardship Agreement, prior approval from FHWA is required for any change, on a contract for which FHWA retains Stewardship, which is valued at \$200,000 or more, or changes the scope, termini, or character of the project. In these cases, the HQ Construction Office will forward the change order package to FHWA with a recommendation that it be approved. Once approved, the change order will be returned to HQ Construction and a copy will be sent back to Region Construction.

Distribution of executed change orders is as follows:

#### Region (and PE) Executed

- Contractor
- State Construction Office
- State Office of Accountability and Financial Services

*Note: If using the Minor Change process, the Minor Change form substitutes for the memorandum and CCIS change order print out.*

#### Headquarters Executed

- Contractor
- Region
- State Office of Accountability and Financial Services
- State Bridge Office, Design and Materials Lab – if appropriate

## **Section VI**

### **VI. SPECIAL CHANGE ORDER CONSIDERATIONS**

- A. Cardinal Changes
- B. Changed Condition
- C. Unilateral Equitable Adjustment
- D. Underruns and Overruns of Major Items
- E. Disposal of Surplus Materials
- F. Claim Settlement
- G. Contract Time
- H. Condition of Award
- I. Conversion Factors / Scale Credits
- J. Equal of Superior Product
- K. Deleted Work
- L. Consent of Surety
- M. Credits for Nonspecification Material
- N. CRIP

## **VI. SPECIAL CHANGE ORDER CONSIDERATIONS**

### **A. Cardinal Changes**

A “Cardinal Change” is a change to the contract that adds work of a type not included in the original scope of the contract, with a dollar value of \$7,500 or more. Cardinal changes are not eligible for the change order process, since they in essence award a contract to the Contractor without the process of competitive bidding.

RCW 47.28.050 states that any change to the contract beyond \$7,500, that is beyond the original scope of the project must go through the competitive bidding process. FHWA regulations also require that all construction contracts entered into by WSDOT go through the competitive bidding process.

When evaluating a potential change order, it is imperative that the change actually be a change to the contract and not the addition of a new contract.

### **B. Changed Condition**

In order to qualify as Changed Condition, the change must comply with the requirements of Standard Specification 1-04.7, i.e. conditions differ materially from those described in the contract, preexisting underground conditions of an unusual nature, etc. The Project Engineer must contact HQ Construction for a determination of changed condition.

### **C. Unilateral Equitable Adjustment**

Almost any compensation, whether agreed upon or not, is considered to be an equitable adjustment. If the parties cannot agree on a price and Force Account is not appropriate, then the contract allows the Project Engineer to determine the adjustment in the Contractor's payment (Section 1-04.4). If the Project Engineer determines the adjustment without agreement, then the equitable adjustment is unilateral. This type of action should not be avoided when it is called for. It is simply an available action under the contract. As such, it is no different from other allowed actions, such as a Contractor's notice of changed condition or the Engineer's determination of workable days. Regardless of how the decision is made, the Project Engineer has an obligation to advise the Contractor that work is being ordered and how payment will be made. Contractors have the right to protest unilateral changes and follow up with price demands and other arguments that protect their rights (Section 104.5). In the meantime, however, the work is proceeding, delays are

avoided and WSDOT has paid the Contractor the amount that they have determined to be equitable.

#### **D. Underruns and Overruns of Major Items**

In accordance with the contract, WSDOT and the Contractor are required to assume the risk for variations in quantity up to 25% above or below proposal quantities. If the final quantity variation is more than 25%, based on the proposal quantity, renegotiation is available to either party.

In the case of overruns, only the units measured in excess of 125 % of the proposal quantity are eligible for renegotiation. Any units measured above proposal quantity, but less than 125% of proposal quantity should not be included in the renegotiation.

In the case of underruns, any adjustment must be based upon one of three factors:

- 1 Increase or decrease in unit costs of labor, materials or equipment, used for work actually performed, resulting *solely* from the reduction in quantity;
- 2 Changes in production rates or method of performing work actually done if it materially differs from the work included in the original plan, and;
- 3 An adjustment for the lost contribution to fixed cost and overhead

associated with those units not performed, below the 75% limit. The Engineer should keep in mind that in accordance with Standard Specification Section 1-04.6, the total payment (including adjustment amount and amount paid for work performed) shall not exceed 75% of the proposal amount.

Consequential damages are not compensable per Section 1-04.6 of the Standard Specification. Similarly, profit that the contractor might have made on some other work, but for the need to perform the extra work in an overrun, is also not compensable.

#### **E. Disposal of Surplus Materials**

Disposal of surplus processed material from a state-owned source does not require a change order. When excess aggregate is produced by the Contractor from a WSDOT furnished source, the Contractor will be reimbursed actual production costs if the excess materials meet specification. The handling of deleted or unneeded/unused materials that have been ordered by or delivered to the Contractor should be in accordance with Chapter 1-2.4C(1)(II) of the Construction Manual, as follows:

### 1. *Contractor Restock*

The first and best method for disposing of the materials is to request that the contractor attempt to return the materials to the supplier at cost or subject to a reasonable restocking charge. If the materials are restocked then, in accordance with Section 1-09 of the *Standard Specifications*, the contractor's actual costs incurred in handling the materials may be paid.

### 2. *Contractor Purchase*

If WSDOT cannot utilize the materials, the contractor may elect to retain them for other work. Once again, in accordance with Section 1-09 of the *Standard Specifications*, the contractor's actual costs incurred to handle the materials may be paid.

### 3. *State Purchase and Disposal*

As a last resort, if the materials can not be disposed of at a reasonable cost to WSDOT, the Department may choose to purchase the materials from the contractor. There are some limitations that come with the use of federal funds that may require that the materials be purchased using only state funds. In some instances, WSDOT may purchase the material for use on future projects and recoup the cost from FHWA, over time, as the material is incorporated into these future projects. The State Construction office may be contacted for advice.

If possible, such materials may be provided to a future contractor (work with Design) or to Maintenance (work with the Regional Maintenance Office). If the materials cannot be used, they shall be disposed of as described in the manual for *Disposal of Personal Property* (M 72-91). Once again, in accordance with Section 1-09 of the *Standard Specifications*, the contractor's actual costs incurred in handling the materials may be paid.

## **F. Claim Settlements**

Claim settlement change orders require the same approvals, documentation, and preparation as any other change order. The change order settling a formal claim must include waiver language similar to the following:

*"The Contractor, ( company name ), by the signing of this change order agrees and certifies that:*

Upon payment of this change order in the amount of \$\_\_\_\_\_, any and all claims set forth in the letter(s) to the Department of Transportation, dated \_\_\_\_\_ and signed by \_\_\_\_\_ of ( company

name ) in the approximate amount of \$\_\_\_\_\_, have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation”.

If the settlement is intended to close out all dispute discussions for the contract, use language similar to:

*“The Contractor, ( company name ), by the signing of this change order agrees and certifies that:*

*Upon payment of this change order in the amount of \$\_\_\_\_\_, any and all claims in any manner arising out of, or pertaining to, Contract No. \_\_\_\_\_, (including but not limited to those certain claims set forth in the letter(s) to the Department of Transportation, dated\_\_\_\_\_ and signed by \_\_\_\_\_ of ( company name ) in the approximate amount of \$\_\_\_\_\_, have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation in any manner arising out of Contract No. \_\_\_\_\_”.*

## **G. Contract Time**

A statement about contract time must be included in every change order. When change order work impacts items on the Contractor’s critical path, or causes another item of work to become critical, time is affected by the change work. Time should be addressed as a part of the change order. If the amount of time can not be agreed upon, the Project Engineer may unilaterally grant time, based on the engineer’s independent estimate. The issue of time may be specifically left open in the change order. Time can then be addressed through an extension of time request initiated by the Contractor. See Section 1-08.8 of the Standard Specifications for the requirements of a time extension.

## **H. Condition of Award**

When a change to the contract impacts items of work that are part of the Condition of Award, as defined in the award letter, a revision to the Condition of Award must be addressed. This type of change order must have approval from Headquarters and concurrence from the Office of Equal Opportunity. The affected DBE subcontractor is asked to sign the change order to indicate awareness of the change, but the subcontractor is not allowed approval/disapproval power. This type of change order must be executed by Headquarters.

## **I. Conversion Factors**

Change orders that involve a conversion factor usually are of the type that converts from one unit of measure to another unit of measure for payment. For minor construction items, Section 1-09.2(5) of the Standard Specifications allows the use of an agreed upon conversion factor. This requires that a change order be prepared or letter of agreement be on file, to allow the conversion, but no credit is pursued for the lack of a scale, etc. If a conversion is desired for anything but a minor quantity, a conversion factor is determined specifically for the material in question, and a scale credit may be included as part of the change order.

## **J. Equal or Superior Product**

This is a common type of change order proposed by the Contractor, and is generally related to a material/product substitution. Typically there is no payment to the Contractor for this type of change order. There may be a credit to WSDOT based on the saving to the Contractor.

## **K. Deleted Work**

When items are deleted from a contract, a check must be made to see if the Contractor has ordered or taken delivery of any materials or equipment required for these items. When work is decreased or deleted by the contracting agency, payment will only be for the costs actually incurred for partially completed work. No profit will be allowed for work that was not completed. Consequential damages are also not allowed. In the case of a portion of a lump sum item, or partially completed unit items, the value of this work will need to be determined. It may also be necessary to negotiate a price adjustment for the work that was performed and paid using a contract unit price if there is a material difference in the nature of the accomplished work, when compared to the nature of the overall planned work. Under certain circumstances when the contractor says "you eliminated all the easy work and left the difficult work," there may be entitlement to an adjustment.

In the event that the deletion impacts the critical path for the project, an adjustment in working days may also be appropriate.

The engineer should make sure that the items to be deleted, and the groups they are in, have not been deleted or reduced by addendum, prior change orders, etc. Do not rely on the plan quantity alone.

The engineer should also check to make sure that the deleted work is not part of the Condition of Award, since this would require that the change order address a change to the Condition of Award.



#### **L. Consent of Surety Required**

On any change of large value or risk, consent of surety should be considered. If consent of surety is requested, make sure that the appropriate signature and date fields are completed on the change order document and in CCIS.

#### **M. Credits for Nonspecification Material**

Use of nonspecification material is often discovered after the fact, when testing the material shows that it failed to meet specified requirements. It may also be the use of a substitute material. The State Construction Office will consult with the Materials Laboratory to ensure that the nonspecification material will perform acceptably prior to issuing State Construction Office approval. The pricing of a credit may be based on savings (delete this and replace with that), on the loss of product value to WSDOT (service life, increased maintenance costs, etc.), or on a statistical evaluation of the material.

#### **N. Cost Reduction Incentive Proposal (CRIP)**

If a proposal offers the same end result as the original design intent, if it was the Contractor's idea, if it saves money, if the Contractor has to provide an effort to make it happen, and if we agree that we would have spent the money, but for the Contractor's suggestion, then the Contractor is entitled to a full 50% of the savings, regardless of whether we are talking about design changes, product substitutions, or even deletions of contracted work that proved to be unnecessary. CRIPs are documented through change orders. Chapter 1-02.4(C) of the Construction Manual outlines the procedures and requirements for preparing a CRIP.

## **Section VII**

### **VII. TYPICAL PROBLEMS IN THE CHANGE ORDER PROCESS**

- A. After-the-fact change orders
- B. Unjustified need
- C. Unacceptable credit or substitution.
- D. No cost changes
- E. Failure to follow the guidelines
- F. Failure to obtain prior approval to proceed
- G. Prior approvals -not following through
- H. Incorrectly marked
- I. Explanation insufficient
- J. Inadequate description of work, measurement, payment
- K. Entitlement not justified
- L. Purchase or disposal of surplus materials not handled in accordance with the Construction Manual.
- M. No concurrence or approval of Region or Headquarters.
- N. Region approved vs. Headquarters approved
- O. Extension of time
- P. Incidental to other work
- Q. Actual vs. prior approval quantities
- R. Structural change
- S. Incorrect item or group
- T. Contractor edits change order

## **VII. TYPICAL PROBLEMS IN THE CHANGE ORDER PROCESS**

### **A. After-The-Fact Change Orders**

After-the fact change orders are not condoned. When an after-the-fact change order is compounded by the fact that the price is unsubstantiated or the change should not have been allowed, it can cause strained relations between the Contractor and the Project Engineer, the Project Engineer and the Region and between the Region and Headquarters.

### **B. Unjustified Need**

Failure to clearly justifying the need for a change is cause for nonapproval. The need has to be explained in such a way that those unfamiliar with the details of the project can understand, and agree with, the need for the change.

### **C. Contractor Proposed Changes**

Contractor proposed changes should typically include a credit for equal products but there may be no cost for superior products that will benefit the state.

### **D. No Cost Changes**

No cost changes proposed by the Contractor usually fail to address the equal or superior product situation. Most often the Contractor proposes the change because of some benefit to the Contractor. The state is entitled to that benefit. A credit of working days is considered a benefit. If the change does not provide a windfall profit to the Contractor, a no-cost change order may be appropriate.

### **E. Procedural Flaws**

Change orders may have procedural flaws because the change order sections of the Construction Manual have not been followed. The most common error in this category is the lack of approval, missing documentation of the approval, or approval by the wrong person.

### **F. No Prior Approval**

A change order *must* be executed in writing, or granted prior approval by the executing authority, before any of the change order work actually takes place. The prior approval must be documented and this documentation included with the change order package.

## **G. Failure to Follow Through**

Obtaining approval to proceed prior to execution of the change order, without promptly following with the change order causes credibility problems. When these prior approvals are given, it is with the understanding that the need is immediate and that the change order will follow as soon as possible.

## **H. Incorrectly Marked**

Almost any change order that does not provide a credit to the state should be marked "Ordered by the Engineer".

Contractor proposed changes should generally be a credit to the state unless we are clearly getting a superior product from which the state can realize a benefit. In the latter case, it would be a no cost change order, proposed by the Contractor. Contractor proposed repair procedures to correct unsatisfactory work are usually no cost change orders. In all cases where the change is truly initiated by the Contractor, make sure that the appropriate field is indicated in CCIS.

## **I. Insufficient Detail**

The need for a change order, and justification for the cost, has to be clear and understandable to non-engineers (auditors, etc.). If the justification is not clear, much time may be spent later trying to convince a reviewer of its merits. This often happens at a much later date, when the engineer may have forgotten the facts surrounding the change order.

## **J. Inadequate Description**

The same rules that apply to writing special provisions apply to writing a change order. The work has to be adequately described, and a method for measurement and payment has to be spelled out in the change order text.

## **K. Entitlement**

When a change order grants a Contractor additional moneys or time, entitlement must be established. This must be done in the justification memo in sufficient detail, with sources documented, that an auditor will be satisfied. This documentation should include an independent estimate of the cost and should not be a reiteration of the Contractor's submitted cost estimate.

## **L. Surplus Material**

Items deleted from the project or the purchase of surplus processed materials, often lack proper documentation. The requirements as laid out in Chapter 1-02.4(C) 1(II) must be followed. Also, we occasionally see change orders wherein the Project Engineer attempts to keep, or give to Maintenance, items that are salvaged from the project. On Federal Aid projects, the question of salvage and value must be discussed with the FHWA Area Engineer prior to initiating the change order.

## **M. No Approval**

When the Project Engineer agrees to a change without prior concurrence from Region or Headquarters, problems can occur. Changes have to be documented by a written change order, and when the change or the compensation cannot be justified or agreed to by Region or Headquarters, the Project Engineer is placed in an awkward position.

## **N. Inappropriate Approval**

Occasionally, change orders come to Headquarters that do not have the correct approvals documented. They may be change orders marked "Approved by the Region", that are in fact changes requiring approval from HQ. Once again, this causes major problems if the approval must be rescinded.

## **O. Justification Of Time**

Additional time is sometimes not addressed in the change order. It is imperative that it be addressed and hopefully, resolved. This can be done unilaterally if the Contractor and the Project Engineer cannot come to agreement on the appropriate amount of time involved. At the very least, an agreement should be made to address time as soon as the work is done and its overall impact can be resolved.

## **P. Incidental Work**

Change orders written for work that is incidental, by standard specification, special provision, or amendment, to other items of work are usually caused by overlooking these provisions and amendments during the change order process; and may result in double payment if approved. Double payments are not allowed.

## **Q. Actual vs. Prior Approval Quantities**

If quantities of additional work used to request approval to proceed prior to execution of the change order do not substantially agree with the quantities in the prepared change order, this may negate the prior approval. The prior approval may be for a specific type and quantity of work, and if these types or quantities change during the change order process, a new approval may be warranted.

## **R. Failure To Recognize A Structural Change**

When a change is made on a structure, it should be evaluated to determine if it is a structural change. Even changes that appear to be minor may in fact be structural in nature. If there is any doubt about whether or not a change is structural in nature, contact HQ Construction for a determination. If a change is structural in nature, it will require approval from HQ Construction, and it is not eligible for the Minor Change process.

## **S. Incorrect Item or Group**

Some change orders are received at Region or HQ that have incorrect contract item numbers or incorrect group numbers. The Project office should proof-read the change orders to insure that items and groups affected by the change order are represented correctly in the change order document. Also check to be sure that the items and groups being affected by the change have not been reduced or deleted by addendum, prior change orders, etc.

## **T. Contractor Edits**

Sometimes the Contractor will return a signed change order to the Project Engineer that will include edits made by the Contractor. The Project office should watch for this. If the edits are acceptable, i.e. do not alter the change order to a degree requiring further, or extra, approvals, the Project Engineer should continue with the execution process. If the edits are not acceptable, the change order must not be executed, and a new change order must be negotiated.

# **State Construction Office Change Order Review Criteria**

Revised July 2008

## **Forward**

The State Construction Office reviews all change orders initiated on WSDOT projects in order to comply with the WSDOT obligations set forth in the Federal-Aid Highway Program Stewardship and Oversight Agreement, and in keeping with WSDOT delegation of authority. Much of the State Construction Office authority to approve changes has been delegated to the Regions through the change order checklist. However, the State Construction Office retains review and oversight responsibilities in order to assure adherence to WSDOT policies and principles, and to State and Federal statutes. The State Construction Office seeks to achieve statewide consistency, while allowing for appropriate local variations, and to assist those who initiate change order in the successful completion of an effective and enforceable order.

Change order reviewers at the State Construction Office have adopted the following criteria for evaluating change order documents. These criteria are employed to assess the quality of the change document and of the accompanying memorandum. They are applied to all change orders, not just those few submitted for executed by the State Construction Office, but also to those executed by the Region (or PE) and submitted for review.

These criteria are not intended to cover the concept, intent, judgment and wisdom of making the change. While that is another significant duty of the State Construction Office, it is covered by other criteria. The purpose of this effort is to use these criteria to evaluate the quality and effectiveness of the documents created, once the decision to make a change has been made.

## **The Change Order Document**

Once properly executed, the change order becomes a part of the contract documents. It must stand on its own, clearly and without ambiguity defining a change to the contract. During preparation of a change order, it is wise to assume that the document may appear in a court of law. At that time, there will be no opportunity to explain any missing or conflicting provisions. The intent of the parties will be meaningless when compared to a literal reading of the change order. Any ambiguities will be held against the owner, who created the document.

Change order documents must be well organized and written to present a clear and rational order to the Contractor. There can be no attachments to a change order. Additional pages of a change order are just that – additional pages. All pages of a change order must be identifiable; using the CCIS assigned unique contract number/change order number combination, the date of final preparation of the overall document, and a page sequencing number in the format “*Page X of Y Pages*”.

Most change orders are in the form of an order to the Contractor to perform additional work, delete some portion of the work, perform some part of the work in a different manner, or to perform some part of the work under different restrictions or requirement than those in the original contract. Other change orders formalize agreements, settlements, or changes in the time for completion of the contract or for a segment of the work.

The following areas may need to be addressed in any change order. Some may apply and some may not, depending on the nature of the change. The person preparing the change order should consider each of these areas and apply judgment as to whether it should be included, and if included, how it should be expressed. In the opinion of the State Construction Office change order reviewers, those areas underlined must be addressed.

- 1 Description of the Work. In a simple change that adds work, this is straightforward. It will look much like the description in a Standard Specification of Special Provision. In other cases, it might be the identification of an agreement. In all cases it must clearly describe the change to the contract.
- 2 Materials Requirements. When applicable, describe the materials involved in the change. Define any physical properties that must be met. Typically, this area would only apply in the case of added or changed work.
- 3 Construction Requirements. This is similar to the same issue in the Standard Specifications or Special Provisions. Define the specific requirements that must be met during performance of the work. Again, this usually applies to added or changed work.
- 4 Measurement. If the change creates a new item for payment, this provision must be included. It will determine the contractual limits for the payment. If there is no unit of measurement (force account or lump sum), a statement stating that should be included.
- 5 Payment. If there is to be payment made by the change order, describe the payment and define what is included and what is not included in the payment. If there is no payment to be made, there should be a statement to that effect.
- 6 Contract Time. If the change includes a revision in contract time, either for the entire contract or any portion of it, a statement of the time change must be included. If there is no revision in contract time state this in the change order. If the issue of time is undecided and will be left for future discussion, include an acknowledgement of this in the change



order. If there is a change to liquidated damages address this fact in the change order. In all cases, there must be a time statement in the change order.

1 Exceptions and Disclaimers. If the Contractor's agreement with the change order is qualified in any way, clearly identify these qualifications and list any exception to the agreement in the change order. If the Contractor wishes to reserve some rights to further negotiation by adding disclaimers, negotiate language to clearly define the unresolved issues. If the Project Engineer can agree to what the Contractor wants to disclaim, the words can be added to the agreed upon change order text. This eliminates the need for handwritten or stamped exceptions.

2 Waivers. Waiver language must be included when the change order formalizes an agreement to resolve a dispute or claim. Use the language in the Construction Manual (Chapter 1-3.3A(2), *Claims*), editing only as necessary for the specific issue and agreement. If it is possible to identify unresolved issues not covered by the agreement, the change order and waiver have even more value.

3 Professional Engineer's Stamp. If, in the judgment of the Engineer supervising the preparation of the change order, the change order contains the practice of Engineering, that portion of the change order must be stamped. The State Construction Office will not review the decision, nor question the judgment of the Engineer, if a stamp is required.

Before closing the discussion of what must be in a change order, it may be prudent to discuss what should not be in a change order. There should be no discussion of why the change is being made. This is to become an unambiguous part of the contract document. Stating reasons is just another way of stating intent, which only creates ambiguity in the change order. There should be no discussion of justification for the change or for payment for the change. Once the change order is executed, the change exists, whether justified or not. Inclusion of justification belongs in the accompanying memorandum. There is no place in the change order for a discussion of the history of negotiations. Such discussions have no meaning once the final agreement is reached and the change order is written.

Another item that does not belong in a change order is the term "CRIP". A CRIP is a Contractor's cost reduction incentive proposal. Change orders are orders to the Contractor, not proposals. A Contractor's proposal may lead to a change order. The only difference between a change order that originated as a Contractor's cost reduction incentive proposal and any other change order should be the inclusion of two additional pay items. These are usually Contractor's Engineering Cost for CRIP Development and Contractor's Cost Reduction Incentive Payment.

## Accompanying Memorandum

The memorandum accompanying the change order document is a formal engineering report. By its quality it should reflect the professionalism of the project Engineer. This report serves two main purposes. First, it must describe and explain the change to the contract. Second, it must convince the reader that the decision to execute the change order was appropriate, and that any included payment or time extension is warranted and substantiated. Like the change order document, this report must stand on its own merits. The writer may assume fundamental engineering knowledge, transportation construction skills, and contract administration abilities on the part of the reader, but must not assume knowledge of issue-specific information that is not included in the memorandum package. When reviewed by the State Construction Office, the following areas will be evaluated for adequacy:

1. Description of the Change. The description of change portion of the memorandum must answer the following questions:

- Why is the change being prepared?
- What do the plans, provisions and Standard Specifications require?
- Why won't that work?
- What does the change accomplish and how does it solve the problem?

2. Evolution of the Change. This refers to the development of the particular method decided upon to solve the problem. How this method was chosen is valuable information, and should answer the following questions:

- Who was consulted about the problem?
- If appropriate, what alternatives were evaluated and why was this particular method chosen?
- Was a design approval needed, and if so, was it obtained?
- Was the effect on environmental permits (existing or new) assessed, and were necessary environmental approvals obtained?
- Was the Contractor included in the development to advise on constructability issues? On the other hand, the evolution of the price is of little interest and need not be included in the memorandum.

3. Entitlement.

- Why is the Contractor entitled to any increased payment or added time?
- What is it about the contract that fails to make this work a part of that contract?
- Isn't it included in some other payment definition?
- If not directly mentioned, isn't it incidental to some other items?
- If the overall issue is compensable, what components are included and why are they compensable?

4. Price.

Why is the price being paid considered appropriate?

If using unit prices, is the work of similar magnitude and nature to that from which the unit price is obtained?

If there is a new price, how was it negotiated?

If independent quotes were obtained, what were they and where were they obtained?

If a time and materials analysis is used, is it the work of the Project Engineer (pay particular attention to production rates)?

If using the Contractor's estimate of cost as a basis, was it validated by an independent analysis? Full records should be maintained in the Project Office, but a summary of equipment and labor costs is appropriate for inclusion with the memorandum.

5. Contract Time.

Is there a time extension associated with the change order, and if so, is it linked to the entitlement area described above?

How does this time extension fit in with the reasons for time extensions listed in the Standard Specification?

Will the work, actually delay project completion (was the critical path affected)?

Is a critical path analysis included?

Is the duration of the extension reasonable for the work being done?

6. Disclaimers.

Is there a disclaimer or exception in the change order and what does it mean?

Why was it not covered by the negotiations?

What effect will it have on the future administration of the contract?

7. Contractor Point of View. Unless there is a disclaimer or exception in the change order, or the Contractor has refused to sign the change order (unilateral change), there is no reason to include this information. The process started because of the Contractor's point of view and ended with agreement on the change order. The purpose of the memorandum is to explain and justify the change order.

8. Other information. The change order memorandum is a multi-use document. It is often used to support fund requests. It is provided to the Design Office to support the lesson-learned effort. It is reviewed for conformance to Region requirements and Region supervisory communication. The Project Engineer may choose to include references to these and other purposes, provide doing so will not degrade the quality of the engineering report or detract from its main purpose.

9. Attachments to the Memorandum.

Change Order Checklist  
(completed)

Documentation of design approval, approval to proceed prior to execution, etc.

Supporting sketches, plan sheets, photos, etc., as needed for clarity

Closing Thought. Engineer's Independent estimate Attachment must be

complete and readable, and should be clearly referenced in the memorandum. Prepare and assemble the memorandum and attachments with the mission of convincing the reader that the Project Engineer correctly initiated and change order and did the job well.

## D. Change Orders

### 1. D1 – Pending Change Orders

This CCIS function provides a tool for setting up, revising, approving, executing, and printing a change order. This manual divides the change order into four parts: Set Up A New Change Order, Upload Change Order Text, Approve/Void Change Orders, and Print Change Orders. Because of this function's complexity, the instructions include the four separate processes.

#### D1 Submenu

|   |   |                      |
|---|---|----------------------|
| NCGD100P<br>Jan 10, 2006  | WSDOT - CONSTRUCTION CONTRACTS<br>PENDING CHANGE ORDER MENU | NCGD100M<br>11:10 AM |
| 1. General Information  |   |                      |
| 2. Change Items   |   |                      |
| 3. Condition of Award Items   |   |                      |
| 4. PRINT Change Order   |   |                      |
| OPTION:<br>PF1 (H)   PF2 (M)   PF3 (E)   PF4 (R)   PF6 (S)   PF7 (-)   PF8 (+)   PF10 (<)   PF11 (>)<br>Menu       End       Return |   |                      |

- a. Set Up A New Change Order You set up a change order by completing five steps:

- (1) Enter general information.
- (2) Add new or change items.
- (3) Enter condition of award revisions (where applicable).
- (4) Upload change order text
- (5) Print change order

## General Information

(1) Select Option 1 from the D1 submenu.

Then select Option 1 – SET UP New Change Order

(2) Enter the key field information.

(a) Type the CONTRACT NO and press [Enter] or press [F1] to browse select.

CCIS skips the CHANGE ORDER NO and the REVISION fields and prompts you to enter the next field. The CHANGE ORDER NO field will be numbered automatically when you save the record the first time.

CCIS also displays the number of your last created change order as a reminder. For more information about existing change orders, press [F1] for help.

(3) Enter/update the data on each screen page as outlined below:

**Page 1:** Enter the appropriate letter code in the “Proposed by” field. CCIS will automatically enter the date the change order is being setup in CCIC. If this date is not correct, enter the correct date at this time. Once the change order is created in CCIS, only Headquarters may change this date. Enter the appropriate letter code in the “Unilateral Change” field. Enter the appropriate letter code in the “PE stamp required” field. Type a short description of the change. Enter the appropriate letter code in the “Is this a MINOR Change” field. This field automatically defaults to “N”.

PLEASE ENTER NEW DETAILS FOR CHANGE ORDER - PRESS PF6 TO SAVE

NCGD111P  
Apr 03, 2008

WSDOT - CONSTRUCTION CONTRACTS  
SETUP NEW CHANGE ORDER

NCGD1111  
3:41 PM  
Page 1 of 6

CONTRACT NO> 007305 Federal Aid No: STPF-0161(026)  
Contract Title: SR 161/SR 167 COUPLET TO 36TH ST E PAVING  
Prime Contractor: 910534168 TUCCI & SONS, INC.  
Dist No: 3 SR: 161 PE Org Code: 434305 Acceptance:

Contractor Address: 4224 WALLER RD E 253 922 6676

TACOMA WA 984431099  
Previous Change Order No: 5\_\_

CHANGE ORDER NO> Revision: New Revision: (Y/N)  
Proposed By: \_ (E-Engineer, C-Contracting, B-Both, or O-Outside Agency)  
Order Date: 04 03 2008 Unilateral Change: \_ (Y/N)  
PE Stamp Required: \_ (Y/N)

Short Description: \_\_\_\_\_

Is This a MINOR Change?: N (Y/N)

OPTION: \_  
PF1(H) PF2(M) PF3(E) PF4(R) PF6(S) PF7(-) PF8(+)  
Help Menu End Return Save Page Up Page Dn



**Page 2:** If prior approval was issued for this change order, enter a summary of the approval, including REQUESTED BY, APPROVED BY, APPROVAL DATE and ESTIMATED AMOUNT.

Page: 1 Document Name: untitled

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PLEASE ENTER NEW DETAILS FOR CHANGE ORDER - PRESS PF6 TO SAVE  
NCGD111P WSDOT - CONSTRUCTION CONTRACTS NCGD1112  
Apr 03, 2008 PENDING CHANGE ORDER 3:42 PM  
CONTRACT NO: 007305 CHANGE ORDER: R Page 2 of 6

Approval to proceed  
Approval Date: \_\_\_ Estimated Amount: \_\_\_\_\_  
Requested By: \_\_\_ (DO, PE)  
Approved By: \_\_\_ (HQ, DO, PE)

Narrative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION: \_  
PF1(H) PF2(M) PF3(E) PF4(R) PF6(S) PF7(-) PF8(+) PF10(<) PF11(>)  
Menu End Return Save Page Up Page Dn



**Page 4:**      **Contractor approvals:** Enter the date the change order is sent to the Contractor in the “Sent to Contr” field. Enter the date the change order is received back from the Contractor in the “Rec’d from Contr” field. Enter the appropriate letter code in the “Surety Consent” field. Enter the date surety signed the change order (if required) in the “Surety Date” field.

**FHWA approvals:** Enter the appropriate letter code in the “FHWA Approval” field and the date FHWA signed the change order (if required) in the “Date” field.

**PE approvals:** Enter the appropriate letter code (only if the PE is not executing the change order) in the “Recom” field. Enter the PE initials (only if the PE is executing the change order) in the “Exec” field. Enter the date the PE recommends execution or executes the change order.

**Region approvals:** Enter the appropriate letter code (only if the Region is not executing the change order) in the “Recom” field. Region should enter the Region Construction Engineer initials (only if the Region is executing the change order) in the “Exec” field. Region should enter the date the Region recommends execution or executes the change order.

**State Construction Office approvals:** Enter the appropriate letter code in the “Who” field, enter the State Construction Engineer initials in the “Exec” field, and enter the date the Construction Office executes the change order. The “Date Executed” field should be used only by Region or the State Construction Office to enter the date of execution.

**CAPS:** The “Posted in CAPS” field will be populated by CCIS.

**Voided change orders:** Enter the name of the person voiding the change order in the “By Whom” field and the date the change order is voided in the “Date” field.

CCIS will continue to update the financial summary fields until the PE sends the change order to the contractor, voids the change order, or approves a unilateral change order. This insures that the on-line version of the change order matches the printed copy that the contractor receives.

When the PE office revises the change order, CCIS clears the SENT TO CONTRACTOR, PE: RECOM and APPR fields, which allows the financial summary to be recalculated.

PLEASE ENTER NEW DETAILS FOR CHANGE ORDER - PRESS PF6 TO SAVE

NCGD111P  
Apr 03, 2008

WSDOT - CONSTRUCTION CONTRACTS  
PENDING CHANGE ORDER  
CONTRACT NO: 007305 CHANGE ORDER: R

NCGD1114  
3:43 PM  
Page 4 of 6

CONTRACTOR APPROVAL

WSDOT RECOMMENDATION/EXECUTION

DATE

|                      |          |                                    |          |
|----------------------|----------|------------------------------------|----------|
| 1. Sent To Contr:    | __ __ __ | 1. PE: Recom: _ (y/n)/Exec         | __ __ __ |
| 2. Rec'd From Contr: | __ __ __ | 2. DO: Recom: _ (y/n)/Exec         | __ __ __ |
| 3. Surety Consent:   | _ (y/n)  | 3. HQ: Who _ Exec                  | __ __ __ |
| Surety Date:         | __ __ __ | A-Admin, S-Struct, R-Rdwy, C-Chief |          |
|                      |          | 4. Date Executed:                  | __ __ __ |
|                      |          | 5. Posted in CAPS:                 |          |

FHWA Approval \_\_ Date \_\_ \_\_ \_\_

CHANGE ORDER VOIDED By Whom: \_\_\_\_\_ Date: \_\_ \_\_ \_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION: \_  
PF1(H) PF2(M) PF3(E) PF4(R) PF6(S) PF7(-) PF8(+)  
Menu End Return Save Page Up Page Dn

**Page 5:** Enter the NET CHANGE OF WORKING DAYS for each phase of the contract. To do this, first enter a PHASE NO and press [Enter]. Then enter the number of days by which to adjust the working days for that phase.

Optionally, type "Y" to indicate that the working days changes will be DETERMINED AT A LATER DATE. If this change order does not change working days, enter an "N" in DETERMINED AT A LATER DATE.

```
Page: 1 Document Name: untitled
-----
PLEASE ENTER NEW DETAILS FOR CHANGE ORDER - PRESS PF6 TO SAVE
NCGD111P          WSDOT - CONSTRUCTION CONTRACTS          NCGD1115
Apr 03, 2008          PENDING CHANGE ORDER          3:43 PM
          CONTRACT NO: 007305  CHANGE ORDER:      R          Page 5 of 6

NET CHANGE OF WORKING DAYS

PHASE      DESCRIPTION      NET CHANGE
-----
-----
-----
-----
-----
-----
-----
-----
-----
-----

Or Determined at a Later Date? _ (Y/N)

OPTION: _
PF1(H)  PF2(M)  PF3(E)  PF4(R)  PF6(S)  PF7(-)  PF8(+)  PF10(<)  PF11(>)
        Menu   End    Return  Save    TBL UP  TBL DN  Page Up  Page Dn
```

**Page 6:** Tab to the “What section of contract changed” field and press F1 to get a list. Select the appropriate code and hit enter to return to page 6 at the “Describe the detail change” field. Press F1 to get a list. Select the appropriate code and hit enter to return to page 6 at the “What created the need or caused the change” field. Press F1 to get a list. Select the appropriate code and hit enter to return to page 6 at the “What is the purpose of this change order” field. Press F1 to get a list. Select the appropriate code and hit enter to return to page 6 (you may select up to two codes in this category).

```
Page: 1 Document Name: untitled
-----
USE 'F1' TO SELECT A VALID CHANGE ORDER SECTION-CODE.
NCGD111P          WSDOT - CONSTRUCTION CONTRACTS          NCGD1127
Apr 03, 2008          SETUP NEW CHANGE ORDER              3:43 PM
CONTRACT NO: 007305  CHANGE ORDER: ____ R              Page 6 of 6

What Section of contract Changed?
-----
Describe the Detail Change:
-----
What created the Need or Caused the Change?
-----
What is the Purpose of this Change Order?
-----

PF1(H)  PF2(M)  PF3(E)  PF4(R)  PF6(S)  PF7(-)  PF8(+)  PF10(<)  PF11(>)
      Menu    End    Return  Save
-----
```

(4) When finished, press [F6] to save the new record. CCIS will enter the next sequential number in the CHANGE ORDER NO field.

If you have additional changes to the record while still in this function, you may edit data and save again. CCIS will save your changes using the original number.

(5) Before you print the change order you must upload the text into CCIS using an MS Word macro (contact your IT desk to have this macro installed on your computer). Your PC has the macro installed if you have a small icon that looks like two feet displayed on the tool bar.

Type the change order text and start the macro. You will be prompted to enter a Contract number and a Change Order number. Once you have entered these numbers and uploaded the text you may print the change order from your mainframe printer (usually identified as Uxxxx).

## 2. D2 – Approved Change Orders

This function allows you to view approved or voided change orders. The D2 screens duplicate the D1 – Pending COs screens, however you modify the information. To view approved and voided change orders you use the D2 submenu shown below.

### D2 Submenu

|   |  |                     |
|---|--|---------------------|
| NCGD200P<br>Jan 10, 2006  | WSDOT - CONSTRUCTION CONTRACTS<br>APPROVED CHANGE ORDER MENU | NCGD200M<br>3:51 PM |
| 1. REVIEW General Information   |  |                     |
| 2. BROWSE Change Items  |  |                     |
| 3. BROWSE COA Revisions   |  |                     |
| OPTION:<br>PF1 (H) PF2 (M) PF3 (E) PF4 (R) PF6 (S) PF7 (-) PF8 (+) PF10 (<) PF11 (>)<br>Menu End Return |  |                     |

#### a. REVIEW General Information

(1) Select Option 1 – REVIEW General Information from the D2 submenu.

(2) Enter the key field information.

(a) Type the CONTRACT NO and press [Enter] or press [F1] to browse/select.

(b) Type the CHANGE ORDER NO and press [Enter] or press [F1] to browse/select.

(3) Page 6 displays the work description text generated in MS Word and uploaded into the change order file. Press [F7] and [F8] to scroll through the text.



b. BROWSE Change Items

(1) Select Option 2 – BROWSE Change Items from the D2 submenu.

(2) Enter the key field information.

(a) Type the CONTRACT NO and press [Enter] or press [F1] to browse/select.

(b) Type the CHANGE ORDER NO and press [Enter] or press [F1] to browse/select.

CCIS will display the changed items for the selected change order including TOTAL ESTIMATED AMOUNT CHANGED.

(3) Press [F7] and [F8] to scroll through the items. You may also enter a STARTING ITEM NO and press [Enter] to move quickly to a specific record.

a. BROWSE Condition of Award Changes

- (1) Select Option 3 – BROWSE COA Revisions from the D2 submenu.
- (2) Enter the key field information.

- (a) Type the CONTRACT NO and press [Enter] or press [F1] to browse/select.

- (b) Type the CHANGE ORDER NO and press [Enter] or press [F1] to browse/select.

- (c) Type a FIRM ID and press [Enter] or press [F1] to browse/select.

CCIS will display the condition of award changes including CURRENT COA (before this change order) and REVISED COA (after this change order).

- (3) Press [F7] and [F8] to scroll through the condition of award changes.

### 3. D3 – Browse Reasons

This file stores two-character codes, which represent the reasons for change orders as shown below. These codes are used when generating a change order (function D1 – Pending Change Orders). The Headquarters System Administrator will be the designated person to update the reasons via this function.

*Note: This function lists some older codes that are no longer used. The codes listed below are current for use in change orders.*

## CHANGE ORDER CODE SELECTIONS and DEFINITIONS

### What Section of the Contract Changed?

AB GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)  
AC PREPARATION AD GRADING/EARTHWORK AE DRAINAGE AF  
STORM SEWERS AG SANITARY SEWERS AH WATER LINES AI  
STRUCTURES AJ BASES AK PORTLAND CEMENT  
CONCRETE PAVEMENT AL BITUMINOUS AM EROSION CONTROL  
AND PLANTING AN TRAFFIC AO MISCELLANEOUS ITEMS AP  
ILLUMINATION SYSTEMS AQ SIGNAL SYSTEMS AR  
ITS SYSTEMS FP FACILITIES PROJECT MP MARINE PROJECT

### Describe the Detail Change

3. Construction requirements for the change work.
  4. Measurement of the change work.
  5. Payment for the change work.
  6. Time Statement
- GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

01 CODE OF WORK (STD. SPEC SECTION 101)

3. Construction requirements for the change work.
4. Measurement of the change work.
5. Payment for the change work.
6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION

AB

- 01 SCOPE OF WORK (STD. SPEC SECTION 104)
  - 02 CONTROL OF WORK (STD. SPEC SECTION 105)
  - 03 CONTROL OF MATERIAL (STD. SPEC SECTION 106)
  - 04 LEGAL RELATIONS AND RESPONSIBILITIES (SECTION 107)
  - 05 PROSECUTION AND PROGRESS (STD. SPEC. SECTION 108)
  - 06 MEASUREMENT AND PAYMENT (STD. SPEC. SECTION 109)
  - 07 TEMPORARY TRAFFIC CONTROL (STD. SPEC SECTION 110)
- PREPARATION

AC

- 01 CLEARING AND GRUBBING
- 03 ROADSIDE CLEANUP
- 04 REMOVING AN ITEM
- 05 PRODUCTION FROM QUARRY AND PIT SITE
- 06 STOCKPILING AGGREGATES
- 07 SITE RECLAMATION

AD GRADING/EARTHWORK

- 01 ROADWAY EXCAVATION
- 02 ROADWAY EMBANKMENT
- 03 HAUL
- 04 SUBGRADE PREPARATION
- 05 WATERING
- 06 STRUCTURE EXCAVATION
- 07 DITCH EXCAVATION
- 08 TRIMMING AND CLEANUP
- 09 CONSTRUCTION GEOTEXTILE

AE DRAINAGE

- 01 DRAINS
- 02 STRUCTURAL PLATE PIPE
- 03 PIPE ARCH
- 04 ARCH
- 05 UNDERPASS
- 06 DRYWELLS
- 07 CLEANING EXISTING DRAINAGE STRUCTURES
- 08 GENERAL PIPE INSTALLATION REQUIREMENTS
- 09 CULVERTS

AF STORM SEWERS

- 01 GENERAL PIPE INSTALLATION REQUIREMENTS
- 02 MANHOLES
- 03 INLETS
- 04 CATCH BASINS

3. Construction requirements for the change work.
4. Measurement of the change work.
5. Payment for the change work.
6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

- 01 SCOPE OF WORK (STD. SPEC SECTION 104)
  - 02 CONTROL OF WORK (STD. SPEC SECTION 105)
  - 03 CONTROL OF MATERIAL (STD. SPEC SECTION 106)
  - 04 LEGAL RELATIONS AND RESPONSIBILITIES (SECTION 107)
  - 05 PROSECUTION AND PROGRESS (STD. SPEC. SECTION 108)
  - 06 MEASUREMENT AND PAYMENT (STD. SPEC. SECTION 109)
  - 07 TEMPORARY TRAFFIC CONTROL (STD. SPEC SECTION 110)
- PREPARATION

AC

- 01 CLEARING AND GRUBBING
- 03 ROADSIDE CLEANUP
- 04 REMOVING AN ITEM
- 05 PRODUCTION FROM QUARRY AND PIT SITE
- 06 STOCKPILING AGGREGATES
- 07 SITE RECLAMATION

AD GRADING/EARTHWORK

- 01 ROADWAY EXCAVATION
- 02 ROADWAY EMBANKMENT
- 03 HAUL
- 04 SUBGRADE PREPARATION
- 05 WATERING
- 06 STRUCTURE EXCAVATION
- 07 DITCH EXCAVATION
- 08 TRIMMING AND CLEANUP
- 09 CONSTRUCTION GEOTEXTILE

AE DRAINAGE

- 01 DRAINS
- 02 STRUCTURAL PLATE PIPE
- 03 PIPE ARCH
- 04 ARCH
- 05 UNDERPASS
- 06 DRYWELLS
- 07 CLEANING EXISTING DRAINAGE STRUCTURES
- 08 GENERAL PIPE INSTALLATION REQUIREMENTS
- 09 CULVERTS

AF STORM SEWERS

- 01 GENERAL PIPE INSTALLATION REQUIREMENTS
- 02 MANHOLES
- 03 INLETS
- 04 CATCH BASINS

AG SANITARY SEWERS

3. Construction requirements for the change work.
4. Measurement of the change work.
5. Payment for the change work.
6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

- 01 SCOPE OF WORK (STD. SPEC SECTION 104)
- 02 CONTROL OF WORK (STD. SPEC SECTION 105)
- 03 EROSION CONTROL (STD. SPEC SECTION 106)
- 04 WATER POLLUTION CONTROL 03
- 05 IRRIGATION SYSTEMS 04
- 06 ROADSIDE RESTORATION 05
- 07 SEEDING 06 FERTILIZING 07
- 08 MULCHING

AN TRAFFIC

- 01 CURBS GUTTERS AND SPILLWAYS 02
- 03 CEMENT CONCRETE DRIVEWAY ENTRANCES 03
- 04 PRE-CAST TRAFFIC CURB AND BLOCK TRAFFIC CURB 04
- 05 RUMBLE STRIPS 05
- 06 RAISED PAVEMENT MARKERS 06
- 07 GUIDEPOSTS 07
- 08 GUARDRAIL 08
- 09 IMPACT ATTENUATOR SYSTEMS 09
- 10 PERMANENT SIGNING 10
- 11 TEMPORARY PAVEMENT MARKINGS 11
- 12 GLARE SCREENS 12
- PAVEMENT MARKINGS

AO MISCELLANEOUS ITEMS

- 01 CHAIN LINK FENCE AND WIRE FENCE 02
- 03 MONUMENT CASES 03
- 04 CEMENT CONCRETE SIDEWALKS 04
- 05 RIPRAP 05
- 06 CONCRETE SLOPE PROTECTION 06
- 07 MAILBOX SUPPORT 07
- 08 ROCK WALLS 08
- 09 GRAVITY BLOCK WALL 09
- 10 GABION CRIBBING 10
- 11 WIRE MESH SLOPE PROTECTION

3. Construction requirements for the change work.
4. Measurement of the change work.
5. Payment for the change work.
6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

- 01 SCOPE OF WORK (STD. SPEC SECTION 104)
  - 02 CONTROL OF WORK (STD. SPEC SECTION 105)
  - 03 CONTROL OF MATERIAL (STD. SPEC SECTION 106)
  - 04 LEGAL RELATIONS AND RESPONSIBILITIES (SECTION 107)
  - 05 PROSECUTION AND PROGRESS (STD. SPEC. SECTION 108)
  - 06 MEASUREMENT AND PAYMENT (STD. SPEC. SECTION 109)
  - 07 TEMPORARY TRAFFIC CONTROL (STD. SPEC SECTION 110)
- PREPARATION

AC

- 01 CLEARING AND GRUBBING
- 03 ROADSIDE CLEANUP
- 04 REMOVING AN ITEM
- 05 PRODUCTION FROM QUARRY AND PIT SITE

AR05 STOCKPILE AGGREGATES

- 01 SUBSTATION
- 03 CABINETS 04
- JUNCTION BOXES 05
- CABLE VAULTS 06
- PULL BOXES 07
- CONDUCTORS, CABLE 08
- DETECTOR LOOPS 09
- COMMUNICATION CABLE 10
- VIDEO DETECTION CABLE 11
- GROUNDING

FP FACILITIES PROJECT 01  
FACILITIES

MP MARINE PROJECT  
AA MARINE PROJECT 01  
TERMINAL CONSTRUCTION

What Created the Need or Caused the Change? (Only one selection applies) Select the one that best describes what caused the change.

3. Construction requirements for the change work.

4. Measurement of the change work.

5. Payment for the change work.

6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

01 SCOPE OF WORK (STD. SPEC SECTION 104)

02 CONTROL OF WORK (STD. SPEC SECTION 105)

03 CONTROL OF MATERIAL (STD. SPEC SECTION 106)

04 LEGAL RELATIONS AND RESPONSIBILITIES (SECTION 107)

05 PROSECUTION AND PROGRESS (STD. SPEC. SECTION 108)

06 MEASUREMENT AND PAYMENT (STD. SPEC. SECTION 109)

07 TEMPORARY TRAFFIC CONTROL (STD. SPEC SECTION 110)

AP \*ADMINISTRATIVE PROBLEM

THERE IS A PROBLEM WITH ADMINISTRATIVE FUNCTIONS THAT DOES NOT RELATE TO THE PHYSICAL WORK.

BC \*BUDGET CONSTRAINTS

DELETION OR MODIFICATION WAS INITIATED BECAUSE THE COST OF THE PROJECT WAS EXCEEDING AUTHORIZED FUNDING LIMITS.

CC \*CHANGED CONDITIONS

SITE CONDITIONS (OTHER THAN HAZARDOUS MATERIALS) DIFFER FROM DESIGN EXPECTATIONS AND SECTION 104.7 APPLIES.

CE \*CONTRACTOR ERROR

CONTRACTOR MADE A MISTAKE IN PERFORMING THE WORK OR CAUSED SOME DAMAGE THAT NEEDS REPAIR.

EE \*CONST ENGR ERROR

A STATE EMPLOYEE MADE A MISTAKE THAT CREATED A NEED FOR A REPAIR, MODIFICATION OR COST ADJUSTMENT.

EV \*ENVIRONMENTAL

INITIATED TO SATISFY ADDITIONAL ENVIRONMENTAL REQUIREMENTS NOT ALREADY COVERED BY THE CONTRACT.

HZ \*HAZARDOUS MATERIAL

A HAZARDOUS MATERIAL ENCOUNTERED DURING THE PROJECT NOT ALREADY COVERED BY THE CONTRACT.



IP \*CRIP  
CONTRACTOR'S COST REDUCTION INCENTIVE PROPOSAL.

MS \*MATERIAL SUBSTITUTION CONTRACTOR PROPOSED A MATERIAL NOT  
ALREADY ALLOWED FOR USE IN THE CONTRACT.

NS \*NONSPEC MATERIAL FOR MATERIAL THAT IS OUTOFSPEC BUT STILL  
ACCEPTABLE – USUALLY INVOLVES A REDUCED PRICE OR CREDIT  
TO WSDOT

PI \*PLAN ERRORINFO. PLANS CONTAIN A  
MISTAKE THAT RESULTED FROM THE DESIGNER WORKING WITH INSUFFICIENT  
INFORMATION.

PM \*PLAN ERRORMISTAKE PLANS CONTAIN A  
MISTAKE THAT, GIVEN THE INFORMATION AVAILABLE TO THE DESIGNER, SHOULD  
NOT HAVE BEEN MADE.

SC \*SPEC CONFLICT/AMBIG THERE IS A CONFLICT OR  
AMBIGUITY BETWEEN SPECS OR BETWEEN SPECS AND PLANS.

TP \*THIRD PARTY REQUEST INITIATED BY  
ANY PARTY OTHER THAN WSDOT OR THE CONTRACTOR FOR  
EXAMPLE, LOCAL OR REGULATORY AGENCIES, PRIVATE PARTIES.

UC \*UNANTICIPATED COND A SITUATION, DIFFERENT FROM THAT  
ASSUMED DURING DESIGN, BUT NOT QUALIFYING UNDER SECTION 104.7.

What is the purpose of this Change Order? (Up to two codes may apply)

3. Construction requirements for the change work.

4. Measurement of the change work.

5. Payment for the change work.

6. Time Statement

GENERAL REQUIREMENTS (STD. SPECIFICATION DIVISION 1)

AB

01 SCOPE OF WORK (STD. SPEC SECTION 104)

02 CONTROL OF WORK (STD. SPEC SECTION 105)

03 CONTROL OF MATERIAL (STD. SPEC SECTION 106)

04 LEGAL RELATIONS AND RESPONSIBILITIES (SECTION 107)

05 PROSECUTION AND PROGRESS (STD. SPEC. SECTION 108)

06 MEASUREMENT AND PAYMENT (STD. SPEC. SECTION 109)

07 TEMPORARY TRAFFIC CONTROL (STD. SPEC SECTION 110)

PREPARATION

AC

01 CLEARING AND GRUBBING

03 ROADSIDE CLEANUP

04 REMOVING AN ITEM

05 PRODUCTION FROM QUARRY AND PIT SITE

06 STOCKPILING AGGREGATES

07 SITE RECLAMATION

AD ~~ADMINISTRATIVE~~ WORK

AFFECTS ADMINISTRATIVE FUNCTIONS OF THE CONTRACT THAT DO NOT RELATE TO THE ACTUAL WORK. PREV WAGES, SALES TAX, INSUR, ETC.

AW ADDED WORK

FOR NEW ITEMS OF WORK ADDED WITHIN THE ORIGINAL SCOPE OF THE CONTRACT.

CO CONDITION OF AWARD

MODIFIES THE CURRENT DBE COA REQUIREMENTS.

CR CORRECTION/REPAIR

DOCUMENTS A PROCEDURE FOR CORRECTION OR REPAIR NEEDED TO RESTORE OR BRING PERMANENT WORK TO CONTRACT REQUIREMENTS.

CS CLAIM SETTLEMENT

ENTITLEMENT WAS FOUND FOR THE CONTRACTOR IN A CLAIM SITUATION PER SECTION 109.11(2)

DO DELAY COMPENSATION  
COMPENSATES THE CONTRACTOR FOR DELAY DAMAGES.

DR DRB DECISION ENTITLEMENT WAS FOUND FOR THE CONTRACTOR BY  
A DISPUTES REVIEW BOARD.

DS DESIGN CHANGE CHANGES OR  
CLARIFIES THE PHYSICAL DESIGN WITHIN THE SCOPE OF THE CONTRACT.  
COULD BE AN ADDITION OR DELETION.

DW DELETED WORK  
USE WHEN DELETING CONTRACT ITEMS OF WORK.

EN ENVIRONMENTAL COMPLIANCE PLANNED  
METHOD WAS CHANGED TO MAINTAIN COMPLIANCE WITH  
EXISTING PERMIT REQUIREMENTS

MO QUANTITY VARIATION CHANGES THE PRICE FOR  
A CONTRACT ITEM WHICH HAS EXPERIENCED A QUANTITY VARIATION IN  
EXCESS OF 25%.

MR MAT'LS SPEC REVISION CHANGES A  
MATERIALS PROPERTY SPECIFICATION, ACCEPTS NONSPEC MATERIAL OR  
ALLOWS A MATERIALS SUBSTITUTION.

NP FEDERAL NONPARTICIPATION A DETERMINATION HAS BEEN  
MADE THAT WE WILL NOT USE FEDERAL FUNDS ON THIS ITEM OF WORK.

OC OMISSION IN CONTRACT PROVISIONS  
INITIATED TO CORRECT AN OMISSION IN THE CONTRACT PROVISION

OP OMISSION IN THE PLANS INITIATED TO CORRECT  
AN OMISSION IN THE PLANS

OR OTHER SPEC REVISION  
CHANGES A PROVISION OTHER THAN MATERIALS

RG MODIFES A REGION SPECIFICATION  
MODIFIES A REGION GSP.OR SPECIAL PROVISION

RS REVISED SCOPE ADDS WORK TO OR DELETES WORK FROM  
THE ORIGINAL SCOPE AND/OR INTENT OF THE CONTRACT.

SA SCHEDULE ADJUSTMENT  
CHANGES THE DURATION FOR ALL OR PART OF THE CONTRACT.

SU DESIGN SURVEY OR BASE MAP ERROR INITIATED TO PAY FOR EXTRA COSTS RESULTING FROM CONTRACTING AGENCY SURVEY OR BASE MAP ERROR

UP UTILITY PLAN ERRORS  
INITIATED TO CORRECT OMISSION OR CONFLICT ON PLANS RELATED TO UTILITIES

VI RESOLVES A TITLE VI ISSUE A CONTRACT CHANGE REQUIRED TO ADDRESS A TITLE VI ISSUE (EQUAL EMPLOYMENT OPPORTUNITY, FEDERAL TRAINING, AMERICANS WITH DISABILITIES, ETC.)

WM WORK METHOD CHANGE  
CHANGES A SPECIFIC METHOD REQUIRED BY THE CONTRACT

| CHANGE ORDER — CHECKLIST  |                          |                          |  |
|---|--------------------------|--------------------------|--|
| Cont. #: _____  |                          | Cont. Title: _____       |  |
| Change Order #: _____   |                          | C.O. Title: _____        |  |
|   |                          |                          | If Yes, State<br>Construction<br>Office Approval<br>Required |
| <b>I. Executed by the State Construction Office</b>   |                          |                          |  |
|   | Yes                      | No                       |  |
| 1. A cost or credit equal to or exceeding \$500,000.*1  | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 2. A change in the contract documents beyond the scope, intent, or termini of the original contract.*2  | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 3. Any proposed revision or deletion of work that affects the condition of award requirements.  | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| <b>II. Executed by the Region</b>   |                          |                          |  |
| 4. A cost or credit greater than \$100,000 but less than \$500,000. *1  | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 5. A change in contract time greater than 10 and less than or equal to 30 working days must be related to changes implemented by change order.                    | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 6. A change in contract time greater than 30 working days or a change in contract time unrelated to any change order.   | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| <b>III. Executed by the PE</b>  |                          |                          |  |
| 7. A determination of impacts and/or overhead.  | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 8. Specification change, involving Headquarters generated specifications. (Includes Region Generated specification requiring State Construction Office Approval)  | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 9. Specification change, involving Region generated specifications.   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 10. Material or product substitution.   | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 11. A structural design change in the roadway section. (Requires State Materials Lab approval)  | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 12. A determination of changed condition. (Section 1-04.7 of the <i>Standard Specifications</i> )   | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 13. Settlement of a claim submitted (Section 1-09.11(2) of the <i>Standard Specifications</i> )   | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 14. Repair of damage regarding "acts of God" or "acts of the public enemy or of government authorities". (Section 1-07.13 of the <i>Standard Specifications</i> ) | <input type="checkbox"/> | <input type="checkbox"/> | X  |
| 15. A structural change for structures (see BTA authority as shown in the Construction Manual).   | <input type="checkbox"/> | <input type="checkbox"/> | X  |

**Approvals Obtained:**

Project Engineer (Required): \_\_\_\_\_ Date: \_\_\_\_\_

Region (Required if yes marked): \_\_\_\_\_ Date: \_\_\_\_\_

State Construction Office: \_\_\_\_\_ Date: \_\_\_\_\_

State Materials Lab: \_\_\_\_\_ Date: \_\_\_\_\_

Other (Local Agency, FHWA, Surety, etc.): \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by Project Engineer:**

CO Reason (s) (see CCIS "Browse Reasons" or HQ Const. SharePoint): \_\_\_\_\_

Change order prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Has change been entered in lessons learned? Yes \_\_\_ No \_\_\_

Has design documentation been updated: Yes \_\_\_ No \_\_\_

**To be completed by Region:**

Is the change eligible for Federal participation where applicable? Yes \_\_\_ No \_\_\_

Change order reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

\*1 Change greater than \$200,000 on Federal Stewardship requires FHWA approval (see Ch. 1-2.4C(3) and Ch. 1-3.4).

\*2 Per RCW 47.28.050, any change beyond \$7,500 that is beyond the original scope shall go through the competitive bidding process.

This form represents the minimum information required by State Construction. If you wish to supplement this information, you may do so on a separate sheet of paper.

Figure 1-5

## Chapter 300

# Design Documentation, Approval, and Process Review

- 300.01
- 300.02 General References
- 300.03 Definitions Design
- 300.04 Documentation Project
- 300.05 Development FHWA Approval
- 300.06 Design Approval Project
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### 300.0

The Project File (PF) contains the documentation for planning, scoping,

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|-----------|--------------------------------|---------|-----------|
|-----------|--------------------------------|---------|-----------|

a project. A Project File is completed for all projects and is retained by the region office responsible for the project. Responsibility for the project may pass from one office to another during the life of a project, and the Project File follows the project as it moves from office to office. Portions of the Project File that are not designated as components of the Design Documentation Package (DDP) may be purged when retention of the construction records is no longer necessary.

The DDP is a part of the Project File. It documents and explains design decisions and the design process that was followed. The DDP is retained in a permanent, retrievable file for a period of 75 years, in accordance with Washington State Department of Transportation (WSDOT) records retention policy.

For operational changes and developer projects, design documentation is also needed. It is retained by the region office responsible for the project, in accordance with WSDOT records retention policy. All participants in the design process are to provide the appropriate documentation for their decisions.

### 300.02 References

#### (1) Federal/State Laws and Codes

23 Code of Federal Regulations (CFR) 635.111, Tied bids

23 CFR 635.411, Material or product selection

Revised Code of Washington (RCW) 47.28.030, Contracts – State forces – Monetary limits – Small businesses, minority, and women contractors – Rules

RCW 47.28.035, Cost of project, defined

“Washington Federal-Aid Stewardship Agreement,” as implemented in the design matrices (see Chapter 1100)

## **(2) Design Guidance**

WSDOT Directional Documents Index, including the one listed below:

☞ <http://wwwi.wsdot.wa.gov/docs/>

- Executive Order E 1010, “Certification of Documents by Licensed Professionals,” WSDOT

WSDOT technical manuals, including those listed below:

☞ [www.wsdot.wa.gov/Publications/Manuals/index.htm](http://www.wsdot.wa.gov/Publications/Manuals/index.htm)

- *Advertisement and Award Manual*, M 27-02, WSDOT
- *Emergency Relief Procedures Manual*, M 3014, WSDOT
- *Hydraulics Manual*, M 23-03, WSDOT
- *Plans Preparation Manual*, M 22-31, WSDOT
- *Project Control and Reporting Manual*, M 30-26, WSDOT
- *Roadside Classification Plan*, M 25-31, WSDOT

Limited Access and Managed Access Master Plan, WSDOT

☞ [www.wsdot.wa.gov/Design/accessandhearings/tracking.htm](http://www.wsdot.wa.gov/Design/accessandhearings/tracking.htm)

Washington State Highway System Plan, WSDOT

☞ [www.wsdot.wa.gov/planning/HSP](http://www.wsdot.wa.gov/planning/HSP)

## **(3) Supporting Information**

*A Policy on Geometric Design of Highways and Streets* (Green Book), AASHTO, 2004

### **300.03 Definitions**

**corridor analysis** Documentation that justifies a change in design level and/or decisions to include, exclude, or modify design elements. A corridor analysis addresses needs and design solutions within a substantial segment of roadway. A corridor analysis is useful beyond a specific project contained within it, and is an appropriate document to address design speed.

**Design Approval** Documented approval of the design criteria, which becomes part of the Design Documentation Package. This approval is an endorsement of the design criteria by the designated representative of the approving organization as shown in Exhibit 300-2.

**design exception (DE)** A method to document a geometric feature that has been preauthorized to exclude improvement of an existing design element for various types of projects, as designated in the design matrices (see Chapter 1100). A DE designation indicates that the design element is normally outside the scope of the project type (see Exhibit 300-1).

**design variance** A recorded decision to differ from the design level specified in the *Design Manual*, such as an Evaluate Upgrade (EU) not upgraded, a DE, or a deviation. EUs leading to an upgrade are documented but are not considered to

be variances. A project or corridor analysis may also constitute a design variance if that analysis leads to a decision to use a design level or design classification that differs from what the *Design Manual* specifies for the project type.

***Design Variance Inventory (DVI)*** A list of design elements that will not be improved in accordance with the *Design Manual* criteria designated for the project.

***Design Variance Inventory System (DVIS)*** A database application developed to generate the DVI form. The DVIS also provides query functions, giving designers an opportunity to search for previously granted variances. The DVIS was started in the early 2000s and does not identify prior variances. The *Design Manual* is constantly being refined and guidelines change over time. What may have been a design variance previously may not be a deviation today. The DVIS database is intended for internal WSDOT use only, and WSDOT staff access it from:

☞ [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)

***deviation*** A documented decision granting approval at project-specific locations to differ from the design level specified in the *Design Manual* (see Chapter 1100 and Exhibit 300-1).

***environmental acronyms*** (see Chapter 220 for definitions)

- ***NEPA*** National Environmental Policy Act
- ***SEPA*** [Washington] State Environmental Policy Act
- ***CE*** NEPA: Categorical Exemption
- ***DCE*** Documented Categorical Exclusion
- ***CE*** SEPA: Categorical Exception
- ***EA*** Environmental Assessment
- ***ECS*** Environmental Classification Summary
- ***EIS*** Environmental Impact Statement
- ***ERS*** Environmental Review Summary
- ***FONSI*** Finding Of No Significant Impact
- ***ROD*** Record of Decision

***evaluate upgrade (EU)*** A decision-making process to determine whether or not to upgrade an existing design element as designated in the design matrices. Documentation is required (see Exhibit 300-1).

***FHWA*** Federal Highway Administration.

***HQ*** Washington State Department of Transportation Headquarters organization.

***Project Analysis*** Documentation that justifies a change in design level and/or decisions to include, exclude, or modify design elements specific to a project only (also see Chapter 1100).

***Project Change Request Form*** A form used to document and approve revisions to project scope, schedule, or budget from a previously approved Project Definition (see Project Summary).

***Project Development Approval*** Final approval of all project development documents by the designated representative of the approving organization prior to the advertisement of a capital transportation project (see Exhibit 300-2).



**Project File (PF)** A file containing all documentation and data for all activities related to a project (see 300.01 and 300.04).

- **Design Documentation Package (DDP)** The portion of the Project File, including Design Approval and Project Development Approval, that will be retained long term in accordance with WSDOT document retention policies. Depending on the scope of the project, it contains the Project Summary and some or all of the other documents discussed in this chapter. Common components are listed in Exhibit 300-5. Technical reports and calculations are part of the Project File, but are not designated as components of the DDP. Include estimates and justifications for decisions made in the DDP (see 300.04(2)). The DDP explains how and why the design was chosen, and documents approvals (see 300.01).

**Project Summary** A set of electronic documents consisting of the Design Decisions (DD), the Environmental Review Summary (ERS), and the Project Definition (PD). The Project Summary is part of the design documentation required to obtain Design Approval and is ultimately part of the design documentation required for Project Development Approval (see 300.06).

- **Design Decisions (DD)** An electronic document that records major design decisions regarding roadway geometrics, roadway and roadside features, and other issues that influence the project scope and budget.
- **Environmental Review Summary (ERS)** An electronic document that records the environmental requirements and considerations for a specific project.
- **Project Definition (PD)** An electronic document that records the purpose and need of the project, along with program level and design constraints.

**scoping phase** The first phase of project development for a specific project, the scoping phase follows identification of the need for a project and precedes detailed project design. It is the process of identifying the work to be done and developing a cost estimate for completing the design and construction. The Project Summary, engineering and construction estimates, and possibly several technical reports (geotechnical, surfacing, bridge condition, and so on) are developed during this phase.

## **300.04 Design Documentation**

### **(1) Purpose**

Design documentation records the evaluations and decisions by the various disciplines that result in design recommendations. Design assumptions and decisions made prior to and during the scoping phase are included. Changes that occur throughout project development are documented. Required justifications and approvals are also included.

The “Design Documentation Checklist” has been developed as a tool (optional) to assist in generating the contents of the DDP and the PF:

🔗 [www.wsdot.wa.gov/design/projectdev/](http://www.wsdot.wa.gov/design/projectdev/)

### **(2) Design Documents**

The DDP portion of the PF preserves the decision documents generated during the design process. In each package, a summary (list) of the documents is recommended.


The design documents commonly included in the PF and DDP for all but the simplest projects are listed in Exhibit 300-5.

Documentation is not required for components not related to the project as dictated by the design matrices.

The DVI is needed for all projects that have design variances. The DVI lists all EUs not upgraded to the applicable design level, DEs, and deviations as indicated by the design matrices. Record variances resulting from a project or corridor analysis in the DVI. Use the DVIS database to record and manage:

- Individual design variances identified during project development.
- Variances resulting from a project or corridor analysis.

The DVIS database is found at the Project Development website:

 [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)

The ERS and the PD are required for most projects. Exceptions will be identified by the HQ Project Control and Reporting Office.

The DD is not required for the following project types unless they involve reconstructing the lanes, shoulders, or fill slopes. Since these and some other project types are not included in the design matrices, evaluate them with respect to modified design level (M) for non-NHS routes and full design level (F) for NHS routes.

Include in the evaluation only those design elements specifically impacted by the project. Although the following list illustrates some of the project types that do not require a DD, the list is not intended to be a complete accounting of all such projects. Consult with the HQ System Analysis and Program Development Office for projects not included on the list.

- Bridge painting
- Crushing and stockpiling
- Pit site reclamation
- Lane marker replacement
- Guidepost replacement
- Signal rephasing
- Signal upgrade
- Seismic retrofit
- Bridge joint repair
- Navigation light replacement
- Signing upgrade
- Illumination upgrade
- Rumble strips
- Electrical upgrades
- Major drainage
- Bridge scour
- Fish passage
- Other projects approved by the HQ Design Office

**(3) Certification of Documents by Licensed Professionals**

All original technical documents must bear the certification of the responsible licensee (see Executive Order E 1010).

**(4) Design Exception (DE), Evaluate Upgrade (EU), and Deviation Documentation**

In special cases, projects may need to address design elements, which are shown as blank cells in a design matrix (see Exhibit 300-1). These special cases must be coordinated with the appropriate Assistant State Design Engineer (ASDE) and the HQ Project Control and Reporting Office. When this is necessary, document the reasons for inclusion of that work in your project.

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**300.0**

**1 General**

| Matrix Cell Contents   | Design Element Meets Specified Design Level | Document to File <sup>[1]</sup> | Record in DVIS <sup>[2]</sup> |
|--|---|---------------------------------|-------------------------------|
| Blank cell in design matrix  |   | No <sup>[3]</sup>               | No                            |
| <b>Cell Entry</b>  |   |                                 |                               |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers) | Yes   | No                              | No                            |
|  | No <sup>[4]</sup>                           | Yes <sup>[5]</sup>              | Yes                           |
| Design Exception (DE)  | Yes <sup>[6]</sup><br><i>Exhibit 300-1</i>  | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |

When the design matrices specify a DE for a design element, the DE documentation specifies the matrix and row, the design element, and the limits of the exception. Some DEs require justification. Include this in the DVIS. When a DVI is required for the project, the DE locations are recorded in the inventory.

The EU process determines whether an item of work will or will not be done, through analysis of factors such as benefit/cost, route continuity, accident reduction potential, environmental impact, and economic development. Document all EU decisions to the DDP using the list in Exhibit 300-6 as a guide for the content. The cost of the improvement must always be considered when making EU decisions. EU examples

on the Internet can serve as models for development of EU documentation. The appropriate approval authority for EUs is designated in Exhibit 300-2.

Deviation requests are stand-alone documents that require enough information and project description for an approving authority to make an informed decision of approval or denial. Documentation of a deviation contains justification and is approved at the appropriate administrative level, as shown in Exhibit 300-2. Submit the request as early as possible because known deviations are to be approved prior to Design Approval.

### **(5) Deviation Approval**

Deviation approval is at the appropriate administrative level, as shown in Exhibit 300-2.

If the element meets current AASHTO guidance adopted by FHWA, such as *A Policy on Geometric Design of Highways and Streets*, but not *Design Manual* criteria, it is a deviation from the *Design Manual* that does not require approval by FHWA or the HQ Design Office. The following documentation is required:

- Identify the design element.
- Explain why the design level specified in the design matrices was not used.
- Explain which AASHTO guidance was used, including the title of the AASHTO guidance, the publication date, and the chapter and page number of the guidance.

When applying for deviation approval, it is necessary to provide two explanations. The first identifies the design element and explains why the design level specified in the design matrices was not or cannot be used. The second provides the justification for the proposed design. Justification for a deviation is to be supported by at least two explanations, which may include the following:

- Accident history and accident analysis
- Benefit/cost analysis
- Engineering judgment\*
- Environmental issues
- Route continuity

\*Engineering judgment may include a reference to another publication, with an explanation of why that reference is applicable to the situation encountered on the project.

Reference a corridor or project analysis, if one exists, as supporting justification for design deviations dealing with route continuity issues (see Chapter 1100).

Once a deviation is approved, it applies to that project only. When a new project is programmed at the same location, the subject design element is to be reevaluated and either the subject design element is rebuilt to conform to the applicable design level or a new deviation is developed, approved, and preserved in the DDP for the new project. Check the DVIS for help in identifying previously granted deviations.

A change in a design level resulting from an approved corridor planning study, or a corridor or project analysis as specified in design matrix notes, is documented similar to a deviation. Use Exhibit 300-7 as a guide to the outline and contents of your

project analysis. Design elements that do not comply with the design level specified in an approved corridor or project analysis are documented as deviations.

To prepare a deviation request, use the list in Exhibit 300-7 as a general guide for the sequence of the content. The list is not all-inclusive of potential content and it might include suggested topics that do not apply to a particular project.

For design deviation examples, see: [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)

### **300.05 Project Development**

In general, the region initiates the development of a specific project by preparing the Project Summary. Some project types may be initiated by other WSDOT groups such as the HQ Bridge and Structures Office or the HQ Traffic Office, rather than the region. The project coordination with other disciplines (such as Real Estate Services, Roadside and Site Development, Utilities, and Environmental) is started in the project scoping phase and continues throughout the project's development. The region coordinates with state and federal resource agencies and local governments to provide and obtain information to assist in developing the project.

The project is developed in accordance with all applicable Directives, Instructional Letters, Supplements, and manuals; the Limited Access and Managed Access Master Plan; the Washington State Highway System Plan; approved corridor planning studies; the Washington Federal-Aid Stewardship Agreement as implemented in the design matrices (see Chapter 1100); and the Project Summary.

The region develops and maintains documentation for each project. The Project File includes documentation of project work, including planning; scoping; public involvement; environmental action; design decisions; right of way acquisition; Plans, Specifications, and Estimates (PS&E) development; project advertisement; and construction. Refer to the *Plans Preparation Manual* for PS&E documentation. Exhibit 300-8 is an example checklist of recommended items to be turned over to the construction office at the time of project transition. An expanded version is available here: [www.wsdot.wa.gov/Design/ProjectDev/](http://www.wsdot.wa.gov/Design/ProjectDev/)

All projects involving FHWA action require NEPA clearance. Environmental action is determined through the ECS form. The environmental approval levels are shown in Exhibit 300-3.

Upon receipt of the ECS approval for projects requiring an EA or EIS under NEPA, the region proceeds with environmental documentation, including public involvement, appropriate for the magnitude and type of the project (see Chapter 210).

Design Approval and approval of right of way plans are required prior to acquiring property. If federal funds are used to purchase the property, then NEPA clearance is also required.

The ASDEs work with the regions on project development and conduct process reviews on projects as described in 300.09.

#### **(1) Scoping Phase**

Development of the project scope is the initial phase of project development. This effort is prompted by the Washington State Highway System Plan. The project scoping phase consists of determining a project's description, schedule, and cost

estimate. The intent is to make design decisions early in the project development process that focus the scope of the project. During the project scoping phase, the Project Summary documents are produced.

## **(2) Project Summary**

The Project Summary provides information on the results of the scoping phase; links the project to the Washington State Highway System Plan and the Capital Improvement and Preservation Program (CIPP); and documents the design decisions, the environmental classification, and agency coordination. The Project Summary is developed and approved before the project is funded for design and construction, and it consists of ERS, DD, and PD documents. The Project Summary database contains specific online instructions for completing the documents.

### **(a) Environmental Review Summary (ERS)**

The ERS lists the required environmental permits and approvals, environmental classifications, and environmental considerations. This form also lists the requirements by environmental and permitting agencies. If there is a change in the PD or DD, the information in the ERS must be reviewed and revised to match the rest of the Project Summary. The ERS is prepared during the scoping phase and is approved by the region. During final design and permitting, revisions may need to be made to the ERS and be reapproved by the region.

### **(b) Design Decisions (DD)**

The DD generally provides the design matrix used to develop the project, as well as the roadway geometrics, design deviations, EUs, other roadway features, roadside restoration, and any design decisions made during the scoping of a project. The information contained in this form is compiled from various databases of departmental information, field data collection, and evaluations made in development of the PD and the ERS. Design decisions may be revised throughout the project development process based on continuing evaluations.

The appropriate ASDE concurs with the Design Decisions for all projects requiring one. The region design authority approves the DD when confident there will be no significant change in the PD or estimated cost. Schedule, scope, or cost changes require a Project Change Request Form to be submitted and approved by the appropriate designee, in accordance with the *Project Control and Reporting Manual*.

### **(c) Project Definition (PD)**

The PD identifies the various disciplines and design elements that will be encountered in project development. It also states the purpose and need for the project, the program categories, and the recommendations for project phasing. The PD is completed early in the scoping phase to provide a basis for full development of the ERS, DD, schedule, and estimate. If circumstances necessitate a change to an approved PD, process a Project Change Request Form for approval by the appropriate designee.

### **300.06 FHWA Approval**

For all NHS projects, the level of FHWA oversight varies according to the type of project, the agency doing the work, and the funding source as shown in Exhibit 300-2. Oversight and funding do not affect the level of design documentation required for a project.

FHWA approval is required for any new or revised access point (including interchanges, temporary access breaks, and locked gate access points) on the Interstate System, regardless of funding (see Chapter 550).

Documents for projects requiring FHWA review, Design Approval, and Project Development Approval are submitted through the HQ Design Office. Include applicable project documents as specified in Exhibit 300-5.

### **300.07 Design Approval**

When the Project Summary documents are complete, and the region is confident that the proposed design adequately addresses the purpose and need for the project, a Design Approval may be pursued and granted at this early stage. Early approval is an option at this point in the design phase and is likely most relevant to larger projects with longer PE phases because it provides early, approved documentation that locks in design policy for three years. This is a benefit for longer PE phases in that it avoids design changes due to policy updates during that time and provides consistency when purchasing right of way or publishing environmental documentation. If early Design Approval is not beneficial for a subject project, the typical items (below) that are part of this package become required in the combined Design Approval/Project Development Approval Package. Design Approval may occur prior to NEPA approval. Approval levels for design and PS&E documents are presented in Exhibits 300-2, 3, and 4.

The following items are typically provided for Design Approval:

- Stamped cover sheet (project description).
- One-or two-page reader-friendly memo that describes the project.
- Project Summary documents.
- Corridor or project analysis.
- Known variances.
- Design Criteria worksheets or equivalent: [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)
- Design Variances Inventory (for known variances at this stage).
- Channelization plans, intersection plans, or interchange plans (if applicable).
- Alignment plans and profiles (if project significantly modifies either the existing vertical or horizontal alignment).
- Current cost estimate with a confidence level.

Design Approval is entered into the Design Documentation Package and remains valid for three years or as approved by the HQ Design Office. Evaluate policy changes or revised design criteria that are adopted by the department during this time to determine whether these changes would have a significant impact on the scope or schedule of the project. If it is determined that these changes will not be incorporated



into the project, document this decision with a memo from the region Project Development Engineer that is included in the DDP. For an overview of design policy changes, consult the Detailed Chronology of Design Policy Changes Affecting Shelved Projects:

### **(1) Alternative Project Delivery Methods**


Design Approval applies to projects delivered using alternative means, including design-build projects. Design documentation begins in the project scoping phase and continues through the life of the design-build project. This documentation is thus started by WSDOT and is completed by the design-builder. Since Design Approval is related to project scoping, this milestone may very well be accomplished prior to issuing a Design-Build Request for Proposal (see Exhibit 110-1). However, the design-builder shall refer to the RFP for direction on approval milestones.

## **300.08 Project Development Approval**

When all project development documents are completed and approved, Project Development Approval is granted by the approval authority designated in Exhibit 300-2. The Project Development Approval becomes part of the DDP. (See 300.04 and Exhibit 300-5 for design documents that may lead to Project Development Approval.) Exhibits 300-2 through 300-4 provide approval levels for project design and PS&E documents.

The following items must be approved prior to Project Development Approval:

- Required environmental documents
- Design Approval documents (and any supplements)
- Updated Design Variance Inventory (all project variances)
- Cost estimate
- Stamped cover sheet (project description)

Project Development Approval remains valid for three years. Evaluate policy changes or revised design criteria that are adopted by the department during this time to determine whether these changes would have a significant impact on the scope or schedule of the project. If it is determined that these changes will not be incorporated into the project, document this decision with a memo from the region Project Development Engineer that is included in the DDP. For an overview of design policy changes, consult the Detailed Chronology of Design Policy Changes Affecting Shelved Projects at:  [www.wsdot.wa.gov/design/policy/designpolicy](http://www.wsdot.wa.gov/design/policy/designpolicy)

### **(1) Alternative Project Delivery Methods**

For projects delivered using alternative methods, such as design-build, the design-builder shall refer to the project RFP for specification on final and intermediate deliverables and final records for the project. Project Development Approval is *required* prior to project completion.

It is a prudent practice to start the compilation of design documentation early in a project and to acquire Project Development Approval before the completion of the project. At the start of a project, it is critical that WSDOT project administration staff recognize the importance of all required documentation and how it will be used in the design-build project delivery process.

## **300.09 Process Review**

The process review is done to provide reasonable assurance that projects are prepared in compliance with established policies and procedures and that adequate records exist to show compliance with state and federal requirements. Process reviews are conducted by WSDOT, FHWA, or a combination of both.

The design and PS&E process review is performed in each region at least once each year by the HQ Design Office. The documents used in the review process are the Design Documentation Checklist, the PS&E Review Checklist, and the PS&E Review Summary. These are generic forms used for all project reviews. Copies of these working documents are available for reference when assembling project documentation. The HQ Design Office maintains current copies at:

🔗 [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)

Each project selected for review is examined completely and systematically beginning with the scoping phase (including planning documents) and continuing through contract plans and, when available, construction records and change orders. Projects are normally selected after contract award. For projects having major traffic design elements, the HQ Maintenance and Operations Programs' Traffic Operations Office is involved in the review. The WSDOT process reviews may be held in conjunction with FHWA process reviews.

The HQ Design Office schedules the process review and coordinates it with the region and FHWA.

### **(a) Process Review Agenda**

A process review follows this general agenda:

1. Review team meets with region personnel to discuss the object of the review.
2. Review team reviews the design and PS&E documents, construction documents, and change orders (if available) using the checklists.
3. Review team meets with region personnel to ask questions and clarify issues of concern.
4. Review team meets with region personnel to discuss findings.
5. Review team submits a draft report to the region for comments and input.
6. If the review of a project shows a serious discrepancy, the region design authority is asked to report the steps that will be taken to correct the deficiency.
7. Process review summary forms are completed.
8. Summary forms and checklists are evaluated by the State Design Engineer.
9. Findings and recommendations of the State Design Engineer are forwarded to the region design authority for action and/or information within 30 days of the review.

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### 300.0

#### 1 General

| Matrix Cell Contents   | Design Element Meets Specified Design Level | Document to File <sup>[1]</sup>                                 | Record in DVIS <sup>[2]</sup>    |   |
|--|---|---|----------------------------------|---|
| Blank cell in design matrix  |   | No <sup>[3]</sup>   | No                               |   |
| <b>Cell Entry</b>  |   |   |                                  |   |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers)   | Yes   | No  | No                               |   |
|  | No <sup>[4]</sup>                           | Yes <sup>[5]</sup>  | Yes                              |   |
| Design Exception (DE)  | Yes <sup>[3]</sup>                          | DDP   | No                               |   |
|  | No  | DDP   | Yes                              |   |
| Evaluate Upgrade (EU) <sup>[5]</sup>   | Yes   | DDP   | No                               |   |
|  | No  | DDP   | Yes                              |   |
| DDP = Design Documentation Package <b>Notes:</b> [1] See 300.04(3). [2] See 300.04(2). [3] Document to the DDP if the element is included in the project as identified in the Project Summary or Project Change Request Form. [4] Nonconformance with specified design level (see Chapter 1100) requires an approved deviation. [5] Requires supporting justification (see 300.04(4)). |   |   |                                  |   |
| <i>Chapter 300 Design</i>  | <b>FHWA Oversight Level</b>                 | <b>Deviation and Corridor/Project Approval<sup>[1][2]</sup></b> | <b>EU Approval<sup>[2]</sup></b> | <b>Design and Project Development Approvals</b> |
| <b>Interstate</b>  |   |   |                                  |   |
| New/Reconstruction <sup>[3]</sup> Federal funds No federal funds   | [4] [5]                                     | FHWA  | Region                           | FHWA <sup>[10]</sup>                            |
| Intelligent Transportation Systems (ITS)   | [6]   | HQ Design   | Region                           | Region  |
| All other <sup>[7]</sup> Federal funds State funds Local agency funds  | [6] [6] [5]                                 | HQ Design   | Region                           | Region  |

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FHWA = Federal Highway Administration HQ = WSDOT  
Headquarters H&LP = WSDOT Highways & Local  
Programs Office EPS = Edge of paved shoulder where  
curbs do not exist

**Notes:**

- [1] These approval levels also apply to deviation processing for local agency work on a state highway.
- [2] See
- [3] 300.04(4) For definition, see Chapter 1100.
- [4] Requires FHWA review and approval (full oversight) of design and PS&E submitted by HQ Design Office.
- [5] To determine the appropriate oversight level, FHWA reviews the Project Summary (or other programming document) submitted by the HQ Design Office or by WSDOT Highways & Local Programs through the HQ Design Office.
- [6] FHWA oversight is accomplished by process review (see
- [7] 300.09). Reduction of through lane or shoulder widths (regardless of funding) requires FHWA review and approval of the proposal, except shoulder reductions as allowed by 1140.09 for seismic retrofit projects.
- [8] Applies to the area within the incorporated limits of cities and towns.
- [9] Includes raised medians.
- [10] FHWA will provide Design Approval prior to NEPA Approval, but will not provide Project Development Approval until NEPA is complete.
- [11] For Bridge Replacement projects in the Preservation program, follow the approval level specified for Improvement projects.
- [12] For guidance on access deviations, see Chapters 530 and 540.

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### 300.0

#### 1 General

| Matrix Cell Contents   | Design Element Meets Specified Design Level       | Document to File <sup>[1]</sup>                                 | Record in DVIS <sup>[2]</sup>    |   |
|--|---|---|----------------------------------|---|
| Blank cell in design matrix  |   | No <sup>[3]</sup>   | No                               |   |
| <b>Cell Entry</b>  |   |   |                                  |   |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers)   | Yes   | No  | No                               |   |
|  | No <sup>[4]</sup>                                 | Yes <sup>[5]</sup>  | Yes                              |   |
| Design Exception (DE)  | Yes <sup>[3]</sup>                                | DDP   | No                               |   |
|  | No  | DDP   | Yes                              |   |
| Evaluate Upgrade (EU) <sup>[5]</sup>   | Yes   | DDP   | No                               |   |
|  | No  | DDP   | Yes                              |   |
| DDP = Design Documentation Package <b>Notes:</b> [1] See 300.04(3). [2] See 300.04(2). [3] Document to the DDP if the element is included in the project as identified in the Project Summary or Project Change Request Form. [4] Nonconformance with specified design level (see Chapter 1100) requires an approved deviation. [5] Requires supporting justification (see 300.04(4)). |   |   |                                  |   |
| <i>Chapter 300 Design</i>  | <b>FHWA Oversight Level</b>                       | <b>Deviation and Corridor/Project Approval<sup>[1][2]</sup></b> | <b>EU Approval<sup>[2]</sup></b> | <b>Design and Project Development Approvals</b> |
| <b>Interstate</b>  |   |   |                                  |   |
| <b>Design Documentation, Approval, and Process Review</b>  |   |   |                                  |   |
| <b>Chapter 300</b>   | New/Reconstruction Federal funds No federal funds | [4][5]  | FHWA                             | Region FHWA <sup>[10]</sup>                     |
| <b>Intelligent Transportation Systems (ITS)</b>  |   |   |                                  |   |
| [6]  |   |   |                                  |   |
| 300.01   |   |   |                                  |   |
| 300.02   | General References                                |   |                                  |   |
| 300.03   | Definitions Design                                |   |                                  |   |
| 300.04   | Documentation Project                             |   |                                  |   |
| 300.05   | Development FHWA Approval                         |   |                                  |   |
| 300.06   | Design Approval Project                           |   |                                  |   |
| 300.07   | Development Approval Process                      |   |                                  |   |
| 300.08   | Review  |   |                                  |   |

# Chapter 300

# Design Documentation, Approval, and Process Review

- 300.01
- 300.02 General References
- 300.03 Definitions Design
- 300.04 Documentation Project
- 300.05 Development FHWA Approval
- 300.06 Design Approval Project
- 300.07 Development Approval Process
- 300.08 Review
- 300.09

## 300.0

### 1 General

| Matrix Cell Contents   | Design Element Meets Specified Design Level | Document to File <sup>[1]</sup> | Record in DVIS <sup>[2]</sup> |
|--|---|---------------------------------|-------------------------------|
| Blank cell in design matrix  |   | No <sup>[3]</sup>               | No                            |
| <b>Cell Entry</b>  |   |                                 |                               |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers)                 | Yes   | No                              | No                            |
|  | No <sup>[4]</sup>                           | Yes <sup>[5]</sup>              | Yes                           |
| X Normal procedure * If on the preapproved list<br>Design Exception (DE)<br>Notes: | Yes <sup>[3]</sup>                          | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |
|  | Yes   | DDP                             | No                            |

- [1] Federal-aid projects only.
- [2] Value Approved by Environmental and Engineering Programs Director.
- [3] Approved by State Design Engineer.
- [4] Approved by Right of Way Plans Manager.
- [5] Refer to Chapter 210 for approval requirements.
- [6] Final review & concurrence required at the region level prior to submittal to approving authority.
- [7] Final review & concurrence required at HQ prior to submittal to approving authority.
- [9] Applies to new/reconstruction projects on Interstate routes.
- [10] Approved by HQ Project Control & Reporting.
- [11] Include channelization details.
- [12] Certified by the responsible professional licensee.
- [13] Submit to HQ Materials Laboratory for review and approval.
- [14] Approved by Regional Administrator or designee.
- [15] See 23 CFR 635.111.
- [16] See the *Hydraulics Manual* for approvals levels.
- [18] Applies only to regions with a Landscape Architect.
- [19] Applies only to regions without a Landscape Architect.
- [20] Approved by State Traffic Engineer.
- [21] Consult HQ Project Control & Reporting for clarification on approval authority.
- [22] Region Traffic Engineer.
- [23] The State Bridge and Structures Architect reviews and approves the public art plan (see Chapter 950 for further details on approvals).

## Approvals

Exhibit 300-3 (continued)

# Design Documentation, Approval, and Process Review

## Chapter 300

|        |                              |
|--------|------------------------------|
| 300.01 |                              |
| 300.02 | General References           |
| 300.03 | Definitions Design           |
| 300.04 | Documentation Project        |
| 300.05 | Development FHWA Approval    |
| 300.06 | Design Approval Project      |
| 300.07 | Development Approval Process |
| 300.08 | Review                       |
| 300.09 |                              |

**300.0****1 General**

| Matrix Cell Contents   | Design Element Meets Specified Design Level | Document to File <sup>[1]</sup> | Record in DVIS <sup>[2]</sup> |
|--|---|---------------------------------|-------------------------------|
| Blank cell in design matrix  |   | No <sup>[3]</sup>               | No                            |
| <b>Cell Entry</b>  |   |                                 |                               |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers) | Yes   | No                              | No                            |
|  | No <sup>[4]</sup>                           | Yes <sup>[5]</sup>              | Yes                           |
| Design Exception (DE)  | Yes <sup>[3]</sup>                          | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |
| Not a Substitute Upgrade (EU) <sup>[5]</sup>                       | Yes   | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |

[1] This work requires a written agreement.

[2] Region approval subject to \$250,000 limitation.

[3] Use of state forces is subject to \$60,000 limitation and \$100,000 in an emergency situation, as stipulated in RCWs 47.28.030 and 47.28.035.

[4] Applies only to federal-aid projects; however, document for all projects.

[5] Prior FHWA funding approval required for federal-aid projects.

**Region or Headquarters Approval Authority:**

- (a) Office of Equal Opportunity
- (b) Real Estate Services Office
- (c) HQ Design Office
- (d) Project Control & Reporting Office
- (e) Construction Office
- (f) Transportation Data Office

**References:**

\*Plans Preparation Manual

\*\*Advertisement and Award Manual

**PS&E Process Approvals**

Exhibit 300-4

## Chapter 300

## Design Documentation, Approval, and Process Review

- 300.01
- 300.02 General References
- 300.03 Definitions Design
- 300.04 Documentation Project
- 300.05 Development FHWA Approval
- 300.06 Design Approval Project
- 300.07 Development Approval Process
- 300.08 Review
- 300.09

### 300.0

#### 1 General

| Matrix Cell Contents   | Design Element Meets Specified Design Level | Document to File <sup>[1]</sup> | Record in DVIS <sup>[2]</sup> |
|--|---|---------------------------------|-------------------------------|
| Blank cell in design matrix  |   | No <sup>[3]</sup>               | No                            |
| <b>Cell Entry</b>  |   |                                 |                               |
| Full (F), Modified (M), or Basic (B) (with no DE or EU qualifiers)   | Yes   | No                              | No                            |
|  | No <sup>[4]</sup>                           | Yes <sup>[5]</sup>              | Yes                           |
| Design Exception (DE)  | Yes <sup>[3]</sup>                          | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |
| Evaluate Upgrade (EU) <sup>[5]</sup>   | Yes   | DDP                             | No                            |
|  | No  | DDP                             | Yes                           |
| <p><b>Notes:</b></p> <p>1) For a complete list, see the Design Documentation Checklist.</p> <p>2) Required for all highways.</p> <p>3) Design Documentation Package <b>Notes:</b> [1] See 300.04(3). [2] See 300.04(2). [3] See the Plans Preparation Manual.</p> <p>4) Document to the DDP if the element is included in the project as identified in the Project</p> |   |                                 |                               |



1. **Design Element Upgraded to the Level Indicated in the Matrix**
  - (a) Design element information
    - Design element
    - Location
    - Matrix number and row
  - 
  - (b) Cost estimate <sup>[1]</sup>
  - (c) B/C ratio <sup>[2]</sup>
  - (d) Summary of the justification for the upgrade <sup>[3]</sup>
  
2. **Design Element Not Upgraded to the Level Indicated in the Matrix**
  - (a) Design element information
    - Design element
    - Location
    - Matrix number and row
    -
  - (b) Existing conditions
    - Description
    - Accident Summary
    - Advantages and disadvantages
  - (c) Designing the *Design Manual* criteria
    - Description of existing condition
    - Proposed changes
    - Cost estimate <sup>[1]</sup>
    - B/C ratio <sup>[2]</sup>
    - Advantages and disadvantages of upgrading to the level indicated in the matrix
  - (d) Selected design, if different from existing but less than the level indicated in the matrix
    - Description
    - Cost estimate <sup>[1]</sup>
    - B/C ratio <sup>[2]</sup>
    - Advantages and disadvantages of the selected design
    -
  - (e) Summary of the justification for the selected design <sup>[3]</sup>

**Notes:**

[1] An estimate of the approximate total additional cost for the proposed design. Estimate may be based on experience and engineering judgment.

[2] Include only when B/C is part of the justification. An approximate value based on engineering judgment may be used.

[3] A brief (one or two sentence) explanation of why the proposed design was selected.

## 1. Overview

- (a) The safety or improvement need that the project is to meet
- (b) Description of the project as a whole
- (c) Highway classification and applicable design matrix number and row
- (d) Funding sources
- (e) Evidence of deviations approved for previous projects (same location)

## 2. Design Alternatives in Question

- (a) Existing conditions and design data
  - Location in question
  - Rural, urban, or developing
  - Approved corridor study
  - Environmental issues
  - Right of way issues
  - Number of lanes and existing geometrics
  - Present and 20-year projected ADT
  - Design speed, posted speed, and operating speed
  - Percentage of trucks
- (b) Terrain Designation
- (b) Collision Summary and Analysis
- (b) Managed access or limited access
- (c) Designs using the *Design Manual* criteria
  - Description
  - Cost estimate
  - B/C ratio
  - Advantages and disadvantages
  - Reasons for considering other designs
- (d) Other alternatives (may include "No-build" alternative)
  - Description
  - Cost estimate
  - B/C ratio
  - Advantages and disadvantages
  - Reasons for rejection
  -
- (e) Selected design requiring justification or documentation to file
  - Description
  - Cost estimate
  - B/C ratio
  - Advantages and disadvantages

## 3. Concurrences, Approvals, and Professional Seals

This checklist is recommended for use when coordinating project transition from design to construction.

### 1. Survey

- End areas (cut & fill)
- Staking data
- Horizontal/Vertical control
- Monumentation/control information

### 2. Design Backup

- Index for all backup material
- Backup calculations for quantities
- Geotech shrink/swell assumptions
- Design decisions and constraints
- Approved deviations & project/corridor analysis
- Hydraulics/Drainage information
- Clarify work zone traffic control/workforce estimates
- Geotechnical information (report)
- Package of as-builts used (which were verified) and right of way files
- Detailed assumptions for construction CPM schedule (working days)
- Graphics and design visualization information (aerials)
- Specific work item information for inspectors (details not covered in plans)
- Traffic counts
- Management of utility relocation

### 3. Concise Electronic Information With Indices

- Detailed survey information (see Survey above)
- Archived InRoads data
- Only one set of electronic information
- "Storybook" on electronic files (what's what)
- CADD files

### 4. Agreements, Commitments, and Issues

- Agreements and commitments by WSDOT
- RES commitments
- Summary of environmental permit conditions/commitments
- Other permit conditions/commitments
- Internal contact list
- Construction permits
- Utility status/contact
- Identification of the work elements included in the Turnback Agreement (recommend highlighted plan sheets)

### 5. Construction Support

- Assign a Design Technical Advisor (Design Lead) for construction support

An expanded version of this checklist is available at: [www.wsdot.wa.gov/design/projectdev](http://www.wsdot.wa.gov/design/projectdev)