

**COLUMBIA RIVER CROSSING  
 CONTRACT Y9245 - DAVID EVANS ASSOCIATES  
 ALL TAKS ORDERS AND CHANGE ORDERS (i.e. Task Order Amendments)  
 SUBJECT TO CHANGE (LAST DATES PROVIDED = MAY 2012)**

					Change Order #38			
Task Order	Description	Start Date	End Date	Original Amount	Change Order Date	Description	New End Date	Amount
AN	Provide for off-site natural resource mitigation for the OR side of the project.	3/17/2012	6/30/2012	110,713.32				
AO	Investigate, prepare, & analyze a conceptual design to achieve the highest vertical clearance possible. Develop up to 5 design concepts.	3/12/2012	12/31/2012	280,398.57				
AP	Provide a Project Controls Task Lead for the project & develop a plan to implement updated project controls software systems.	4/23/2012	11/30/2012	119,284.50				
AQ	Ongoing meeting attendance. Ongoing mgmt & admin of bridge & geotechnical for 4 months. Develop new structural & geotechnical design criteria.	3/28/2012	9/30/2012	259,535.00				
AR	Resolve key project issues identified through the 30% engineering phase & to advance design toward the Full Funding Grant Agreement (FFGA)	3/30/2012	12/31/2012	3,727,068.31				
AS	Continue with federal, state, and local permitting for the initial package of the CRC project.	5/16/2012	12/31/2012	1,460,970.98				
AT	Strategize and develop a clear path for obtaining a Section 9 Coast Guard Bridge Permit.	5/29/2012	12/31/2012	264,424.24				
AU	<i>Unknown - Provided with payment documents only (do not currently have Task Order)</i>	Unknown	Unknown	4,578,665.77				
				<b>\$ 89,763,271.32</b>				

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					Change Order #39			
Task Order	Description	Start Date	End Date	Original Amount	Change Order Date	Description	New End Date	Amount
AA	Provide MPD Process Scoping for I-5 CRC	5/16/2005	11/30/2005	250,000.00				
AB	Perform Services to Jump Start CRC Project	5/31/2005	10/31/2005	100,000.00				
AC	Refine Purpose and need, Confirm range of Alternatives for DEIS, Identify and form recommendations on procurement process	11/1/2005	4/1/2007	16,008,709.20				
AD	Publish DEIS, Prepared Draft and Final LPA, Prepare PE Application for New Starts, Identify & Form Recommendations for delivery of final design and construction	3/1/2007	6/30/2008	23,678,649.00				
AE	Provide scoping for the next phase of work for CRC (Task AF)	1/21/2008	7/31/2008	75,000.00				
AF	Obtain LPA, Publish FEIS, Obtain full funding grant from FTA, and obtain a Record of Decision	9/1/2008	12/31/2009	21,585,274.00				
AG	Scoping for SR 500 Interchange and Victory Braid in anticipation of receiving 2009 ARRA Funds.	10/15/2009	4/30/2010	100,000.00				
AH	Advance the CRC Project through the DEIS and begin the FEIS and Biological Assessment activities	5/1/2010	5/31/2011	15,791,944.00	6/15/2012	inclusion of additional meetings, more contacts, remove and clarify scope from Vessel Impact Analysis and extend schedule. Includes field surveying to determine vessel heights.	12/31/2012	\$ 325,542.44
AI	Coordinating, reviewing and presenting information to support the IRP	5/1/2010	9/30/2010	450,600.00				
AJ	Prepare scope for 100% design for advertising packages for March 30, 2012.	7/1/2010	12/31/2011	150,000.00				
AK	Support of implementing a panel of experts to review the constructability of the CRC.	10/1/2010	3/31/2011	322,500.00				
AL	Provide surveying services, mapping of existing BNSF & other facilities, parcel descriptions and a Record of Survey.	1/16/2012	6/30/2012	133,000.00				
AM	Provide support for the Drilled Shaft & Driven Pile Test Program. Includes preparation of Field Documentation Report	1/26/2012	6/30/2012	316,534.43				

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AP	Provide a Project Controls Task Lead for the project & develop a plan to implement updated project controls software systems.	4/23/2012	11/30/2012	119,284.50				
AQ	Ongoing meeting attendance. Ongoing mgmt & admin of bridge & geotechnical for 4 months. Develop new structural & geotechnical design criteria.	3/28/2012	9/30/2012	259,535.00				
AR	Resolve key project issues identified through the 30% engineering phase & to advance design toward the Full Funding Grant Agreement (FFGA)	3/30/2012	12/31/2012	3,727,068.31				
AS	Continue with federal, state, and local permitting for the initial package of the CRC project.	5/16/2012	12/31/2012	1,460,970.98				
AT	Strategize and develop a clear path for obtaining a Section 9 Coast Guard Bridge Permit.	5/29/2012	12/31/2012	264,424.24				
AU	<i>Unknown - Provided with payment documents only (do not currently have Task Order)</i>	Unknown	Unknown	4,578,665.77				
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Task Order	Description	Start Date	End Date	Original Amount	Total Change Orders	Ending Task Order Total	Revised End Date	Reconciles to Last Task Order on File	# of Change Orders
AA	Provide MPD Process Scoping for I-5 CRC	5/16/2005	11/30/2005	250,000.00	\$ 50,000.00	\$ 300,000.00	3/30/2007	x	2
AB	Perform Services to Jump Start CRC Project	5/31/2005	10/31/2005	100,000.00	\$ 3,510,340.33	\$ 3,610,340.33	1/31/2007	x	6
AC	Refine Purpose and need, Confirm range of Alternatives for DEIS, Identify and form recommendations on procurement process	11/1/2005	4/1/2007	16,008,709.20	\$ 343,145.00	\$ 16,351,854.20	4/1/2007	x	7
AD	Publish DEIS, Prepared Draft and Final LPA, Prepare PE Application for New Starts, Identify & Form Recommendations for delivery of final design and construction	3/1/2007	6/30/2008	23,678,649.00	\$ 280,055.00	\$ 23,958,704.00	12/31/2008	x	11
AE	Provide scoping for the next phase of work for CRC (Task AF)	1/21/2008	7/31/2008	75,000.00	\$ -	\$ 75,000.00	7/31/2008	x	0
AF	Obtain LPA, Publish FEIS, Obtain full funding grant from FTA, and obtain a Record of Decision	9/1/2008	12/31/2009	21,585,274.00	\$ 8,851,569.04	\$ 30,436,843.04	5/31/2011	x	27
AG	Scoping for SR 500 Interchange and Victory Braid in anticipation of receiving 2009 ARRA Funds.	10/15/2009	4/30/2010	100,000.00	\$ -	\$ 100,000.00	4/30/2010	x	1
AH	Advance the CRC Project through the DEIS and begin the FEIS and Biological Assessment activities	5/1/2010	5/31/2011	15,791,944.00	\$ 21,288,177.94	\$ 37,080,121.94	12/31/2012	x	39
AI	Coordinating, reviewing and presenting information to support the IRP	5/1/2010	9/30/2010	450,600.00	\$ 161,838.00	\$ 612,438.00	5/15/2012	x	2
AJ	Prepare scope for 100% design for advertising packages for March 30, 2012.	7/1/2010	12/31/2011	150,000.00	\$ 268,770.00	\$ 418,770.00	6/30/2012	x	3
AK	Support of implementing a panel of experts to review the constructability of the CRC.	10/1/2010	3/31/2011	322,500.00	\$ 806,494.00	\$ 1,128,994.00	9/30/2011	x	2
AL	Provide surveying services, mapping of existing BNSF & other facilities, parcel descriptions and a Record of Survey.	1/16/2012	6/30/2012	133,000.00	\$ -	\$ 133,000.00	6/30/2012	x	0
AM	Provide support for the Drilled Shaft & Driven Pile Test Program. Includes preparation of Field Documentation Report	1/26/2012	6/30/2012	316,534.43	\$ 152,321.00	\$ 468,855.43	7/31/2012	x	2

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AN	Provide for off-site natural resource mitigation for the OR side of the project.	3/17/2012	6/30/2012	110,713.32	\$ -	\$ 110,713.32	6/30/2012	x	0
AO	Investigate, prepare, & analyze a conceptual design to achieve the highest vertical clearance possible. Develop up to 5 design concepts.	3/12/2012	12/31/2012	280,398.57	\$ 29,925.00	\$ 310,323.57	12/31/2012	x	1
AP	Provide a Project Controls Task Lead for the project & develop a plan to implement updated project controls software systems.	4/23/2012	11/30/2012	119,284.50	\$ -	\$ 119,284.50	11/30/2012	x	0
AQ	Ongoing meeting attendance. Ongoing mgmt & admin of bridge & geotechnical for 4 months. Develop new structural & geotechnical design criteria.	3/28/2012	9/30/2012	259,535.00	\$ -	\$ 259,535.00	9/30/2012	x	0
AR	Resolve key project issues identified through the 30% engineering phase & to advance design toward the Full Funding Grant Agreement (FFGA)	3/30/2012	12/31/2012	3,727,068.31	\$ 168,764.45	\$ 3,895,832.76	12/31/2012	x	0
AS	Continue with federal, state, and local permitting for the initial package of the CRC project.	5/16/2012	12/31/2012	1,460,970.98	\$ -	\$ 1,460,970.98	12/31/2012	x	0
AT	Strategize and develop a clear path for obtaining a Section 9 Coast Guard Bridge Permit.	5/29/2012	12/31/2012	264,424.24	\$ 173,941.31	\$ 438,365.55	12/31/2012	x	0
AU	<i>Unknown - Provided with payment documents only (do not currently have Task Order)</i>	Unknown	Unknown	4,578,665.77	\$ -	\$ 4,578,665.77	unknown		
				<b>\$ 89,763,271.32</b>	<b>\$ 36,085,341.07</b>	<b>\$ 125,848,612.39</b>			<b>103</b>

# EXHIBIT S



## **A. PROJECT PURPOSE**

Work under Task AF will continue Phase 2 work elements as described in the Columbia River Crossing (CRC) Project Flow Chart. Phase 2 work began in Task AD and led to the publication of the Draft Environmental Impact Study (DEIS) and development of a draft Locally Preferred Alternative (LPA). Major work items in the continuation of this phase include obtaining an LPA, preparing and publishing the Final Environmental Impact Study (FEIS), obtaining Full Funding Grant Agreement from the Federal Transit Authority (FTA), obtaining a Record of Decision (ROD), continuing design work to support environmental and right of way efforts, and preparations for obtaining project funding.

Task AF services will cover the portion of Phase 2 work program occurring over a 16-month time period beginning September 1, 2008 and ending December 31, 2009.

Phase 2 work under Task AF will advance the project through the following key milestones:

- Oregon Interchange Access Management Plan (IAMP) adopted
- Interchange Justification Report (IJR) adopted
- Interchange Access Modification Request (IAMR) adopted
- Draft Washington Findings and Order produced
- Draft Oregon and Washington Right of Way plans produced
- Final Type Size and Location (TS&L) completed for the Columbia River Crossing bridge
- Partial Design Acceptance Package produced (Oregon)
- Partial Design Document produced (Washington)
- FEIS published
- ROD received

Key work elements include public involvement, development of funding strategies, transportation analysis, design and traffic engineering, and development of implementation strategies.

## **B. COORDINATION**

This project is being jointly managed by the Oregon Department of Transportation (ODOT) and Washington State Department of Transportation (WSDOT) within the CRC Project Office. In this Statement of Work (SOW), CRC is defined as the Columbia River Crossing project. The STATE and STATES are defined as staff from either or both ODOT and WSDOT. The CONSULTANT is defined as David Evans and Associates, Inc. (DEA) and its subconsultants. Other agencies are described by name. The “CRC design team” or “CONSULTANT team”



# EXHIBIT T



**Washington State  
Department of Transportation**

**Task Order**

All terms and conditions of this agreement are in full force and effect for this Task Order document.

Agreement No. **Y- 9245**  
Task No. **AH**

**Agreement Manager Information**

Agreement Manager George Humphrey	Phone (360) 816-8864	Org. 441101	Mailstop S-15
Address 700 Washington Street, Suite 300	City Vancouver	State WA	Zip Code 98660

**Project Manager Information**

Project Manager DOUG FICCO	Phone (360) 737-2726	Org. 441101	Mailstop S-15
Mailing Address 700 Washington Street, Suite 300	City Vancouver	State WA	Zip Code 98660-3177

**Project Information**

Project Title Columbia River Crossing Project
State Route No(s). I-5

**Task Schedule**

Task Start Date 5/1/2010	Task End Date 5/31/2011
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No payment will be made for work done **PRIOR** to Task Start Date or for work done **AFTER** Task End Date

**Task Cost**

Work Order No.	Org. Code	Amount	Fed. Aid Part.?	This section required if there is Fed. Aid Part.	
				Fed. Aid Project No.	Fed. Aid Part. %
XL3679	441101	\$15,791,944.00	Yes <input type="radio"/> No <input checked="" type="radio"/>		
			Yes <input type="radio"/> No <input type="radio"/>		
<b>Total Task Amount</b>		<b>\$15,791,944.00</b>			

**Consultant Information**

Prime Consultant DAVID EVANS AND ASSOCIATES, INC	Federal I.D. No. 930661195		
Address 700 Washington Street, Suite 300	City Vancouver	State WA	Zip Code 98660 3177
Contact- (Name) Lyn Wylder	Phone (360) 737-2726	E-Mail wylderl@columbiarivercrossing.com	

**Approval Signatures**

  
\_\_\_\_\_  
Consultant  


  
\_\_\_\_\_  
Agreement Manager  
  
Washington State Department of Transportation

**Scope of Task Order**

*Provide description of work and reference attachments for prime consultant and all subconsultants (to include detailed description of work schedule and estimate).*

Task AH is a new work order that will continue the work accomplished under Task AD and AF. These tasks advanced the Columbia River Crossing (CRC) Project through a (Draft Environmental Impact Statement (DEIS) and began Final Environmental Impact Statement (FEIS) and Biological Assessment (BA) activities. They also defined new design alternatives and narrowed the options to meet stakeholder expectations.

This task will concentrate on completing several work elements so that future tasks can lead to the production of a River Crossing Package (RCP) construction contract.

The CRC Project will construct a five-mile-long multimodal transportation facility on Interstate 5 (I-5) from Victory Boulevard in Portland, Oregon to State Route 500 (SR 500) in Vancouver, Washington. The full build of this project consists of maintaining or increasing the current through lanes in each direction to three. Auxiliary lanes, braided ramps and collector distributors will be installed between interchanges as appropriate to reduce the weaving and merging conflicts that create the safety and congestion problems of today which are expected to increase without these improvements. A Locally Preferred Alignment Phase 1 (LPA Phase 1) was developed to trim costs. Some of these design features such as retaining the existing North Portland Harbor Bridge and deleting a northbound auxiliary lane from Mill Plain to SR 500 were incorporated in the LPA Full Build. Other design features such as the Marine Drive flyover, the Victory Boulevard braid and the direct connections from SR 500 to I-5 north were eliminated from the LPA Phase 1, but not from the LPA Full Build. Initial staging concepts have identified the main river crossing as the critical path element to beginning the construction of the project. The interchanges on either side of the crossing – Hayden Island and SR 14 – will by necessity need to be constructed in the same timeframe and possibly as a single construction project. This task will start advancing the design of these features past other elements of the project into what will be known as the River Crossing Package.

Task AH will cover work required to complete the FEIS and achieve a Record of Decision (ROD) for the LPA Full Build and LPA Phase 1 designs. Additionally, approximately 30% design of LPA Phase 1 will be produced and 60% design of the main river crossing structure will commence. Task AH, starts May 1, 2010 and extends through March 31, 2011.

Task AH services will complete the project through the following key activities and milestones:

- National Environmental Policy Act (NEPA) Approval Obtained
- Memorandum of Agreement (MOA) completed
- Other ROD Permitting support
- BA/Biological Opinion (BO) (for Section 7 Consultation) completed
  - InterCEP Concurrence and Comment responses completed for FEIS

David Evans and Associates, Inc. Columbia River Crossing Project

FINAL Task AH Statement of Work 2

- Section 4(f) – Final Evaluation
  - Publish FEIS
  - Record of Decision obtained
- Refined Analysis of Financial Plan Issues
- Institutional, Intergovernmental & Administrative/Regulatory/Statutory Agreements
- Information/Data Support for C-TRAN Vote for Maintenance and Operations of LRT

Distribution: Originals:  Consultant

Copies:  File

Consultant Services

Task Manager

Other B. McMullen

R. Funkhouser

**Scope of Task Order**

*Provide description of work and reference attachments for prime consultant and all subconsultants (to include detailed description of work schedule and estimate).*

Report Due Date

- Approximately 30 % Transit PE Design
- Update #1 FTA New Starts Application
- Approximately 30% Highway Design for LPA Phase 1 and sufficient design for the full build project to support FEIS, ROD, and identify ROW
  - Submitted for approval of Design Acceptance Package (OR) and Design Approval Package (WA)
  - Initial Design Concurrence/Approval submittals
- Begin 60% Design on the main river bridge
- Provide project controls

A master project schedule has been developed under Task AF Extension to describe activities necessary to complete Task AH deliverables. The CONSULTANT will exercise the generally accepted standard of care to meet schedule activities and deliverables unless otherwise approved by the CRC through Change management procedures.

Key work elements include project controls, public involvement, development of funding strategies, transportation analysis, design and traffic engineering.

See attached scope and estimate.

Distribution: Originals:  Consultant

Copies:  File

Consultant Services

Task Manager

Other B. McMullen

R. Funkhouser

# EXHIBIT U

### **E.1 Introduction**

There are times during a construction contract when a potential error or omission in the design is discovered. Other times an error or omission is discovered after the work is completed. Regardless of the cause, design errors and omissions can be costly in many ways. This section explains how to determine whether a consultant error or omission has occurred and establishes uniform procedures for resolution and cost-recovery.

The following process may be subject to other requirements for arbitration or legal proceedings based on the consultant contract under which the work was done. The manager of the WSDOT HQ Consultant Services Office (CSO) is to be contacted as soon as a possible design error or omission is suspected. The manager will gather the appropriate information and make first contact with the Attorney General's Office to determine whether other processes must take precedence.

**Note:** This process is also to be used for other determinable errors or omissions that may occur in consultant work efforts, such as survey and geotechnical work.

#### **E.1.1 WSDOT Project Manager Identifies Design Error**

The department spends a considerable amount of time reviewing design alternatives, working with constructability issues, and conducting value engineering studies. Extensive analysis is done during the various stages leading up to a construction contract. However, design flaws in the plans or specifications are sometimes found by the construction contractor during or after construction.

It is critical to determine as early as possible whether an error or omission has occurred. If an error or omission is discovered during construction, there are potentially significant financial impacts and delays to the progression of the project. If discovered after construction is completed, the impacts could be very costly.

When an error or omission is discovered prior to or during construction, the first course of action is to allow the consultant to correct the error or omission. If that is not an option, then efforts must be made to correct the problem and recover financial damages to the state.

The financial impacts to the state may include, but are not limited to: the costs of redesign; correction of construction work already accomplished; delay costs to the contractor; loss of participating funding; delayed revenue collections while bond interest may need to be paid; and potential litigation costs.

At the first sign of a potential consultant design error or omission, the WSDOT project manager must immediately notify the project supervisor and the area consultant liaison (ACL) regarding the potential design error(s) or omission(s).

Documentation of the full situation is important. Area consultant liaisons should be aware of the potential for disagreement. All pertinent facts and documents need to be gathered for analysis.



### **E.1.2 WSDOT Project Manager Meets With the Area Consultant Liaison**

Upon notification of a potential design error or omission, the ACL will meet with the state's project manager and the appropriate WSDOT executive staff member to discuss the magnitude of the alleged consultant design error(s) or omission(s). The project manager's team will be asked to gather very detailed documentation—more than what is normally required for a project. Documentation should include: all decisions made to date; descriptions of work performed; photographs; communications between WSDOT team members and consultant team members; negotiation notes; records of labor, materials, and equipment; and any other items that might pertain to the issue.

If federal funds are involved, the work is on part of the Interstate System, or the project meets the definition of "major project" under 23 USC 106(h), the Federal Highway Administration will be notified of the potential design error(s) or omission(s). If the project includes funds from another federal agency, that agency should also be advised of the issue. The appropriate federal agency should be kept informed of the proceedings throughout the process to conclusion.

The following checklist is to be used to determine consultant design error(s) or omission(s) throughout the process. In order to collect costs or damages as a result of design error or omission, the government must be able to substantiate that:

1. There was in fact a design error or there was an omission.
2. The error or omission was the result of or caused by the negligence<sup>1</sup> of the consultant firm/team.
3. The state suffered measurable damages as a result of the error(s) or omission(s). The state has a responsibility to mitigate any damages it incurs due to the error(s) or omission(s).
4. There were no outside actions that contributed to the error(s) or omission(s).

### **E.1.3 CSO Manager Contacts Consultant**

After the WSDOT project team determines the need for further action, the CSO manager will contact the Attorney General's Office with the pertinent information. Upon receiving the Attorney General's recommendation, the CSO manager will contact the consultant regarding the alleged design error(s) or omission(s) and schedule at least one meeting between WSDOT and the consultant's team. The CSO manager, project manager, and WSDOT executive will represent WSDOT at the meeting, and the consultant will be represented by the project manager and any other personnel (including subconsultants) deemed appropriate.

### **E.1.4 Project Team Resolves Alleged Consultant Design Error or Omission**

The meeting between the CSO manager, the project manager, the WSDOT executive, and the consultant will result in one of three possible outcomes:

1. **Mutual agreement: No consultant design error(s) or omission(s) occurred.** If WSDOT and the consultant agree that no design errors or omissions occurred, the process is stopped.

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<sup>1</sup> Negligence is understood to be (1) the failure of the consultant firm/team to meet the standards of reasonable care, skill, and diligence that someone in the profession would ordinarily exercise under similar circumstances, or (2) there was a breach of contractual duty. For further information, see the professional chapters of the Revised Code of Washington (RCW), which include Chapters 18.08, 18.43, and 18.96.

2. **Mutual agreement: One or more consultant design error(s) or omission(s) occurred.**  
If WSDOT and the consultant agree that design error(s) or omission(s) did occur, the WSDOT executive will assist the CSO manager or project manager in negotiating a settlement with the consultant. The settlement could result in the consultant doing a redesign or providing payment to WSDOT for costs incurred. Because the consultant may already be under contract to provide “design services during construction,” the consultant may have already been directed to proceed with a design solution. If this is the case, then the settlement could be a reduction in the original negotiated price in the contract authorization for the services. Alternatively, a reduction in the amount of money due to the consultant for the portion of the statement of work in which the error(s) or omission(s) occurred, that reflects the degree of the consultant’s responsibility, might be more appropriate. After WSDOT and the consultant agree on appropriate reimbursement, the existing contract is to be amended, or a new contract is to be assembled, documenting what was agreed to.
3. **No mutual agreement.** The consultant may need to review the documentation and their own project notes before making a decision regarding the alleged design error(s) or omission(s). If that is the case, another meeting should be scheduled as quickly as possible. If the consultant disagrees that design error(s) or omission(s) occurred, then all pertinent information should be provided to the WSDOT Chief Engineer for a determination as to further action.

#### **E.1.5 WSDOT Chief Engineer Review**

If no agreement has been reached with the consultant, the CSO manager will take the following actions:

1. The CSO manager will review all available information, including costs, and prepare a briefing document and recommendation for the Chief Engineer. The Chief Engineer will make a determination 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) or omission(s).
2. The CSO manager, as part of the preparation for the Chief Engineer’s briefing, will seek legal recommendations (as necessary) from the Attorney General’s Office.
3. If the Chief Engineer determines that no further action will be taken, the Chief Engineer will inform the CSO manager, who will then notify the responsible executive, the area consultant liaison, and the project manager in writing about the decision. The executive or the CSO manager will inform the consultant in writing about the decision. After notifications are complete, no further action is necessary.
4. If the Chief Engineer determines that WSDOT will pursue further action with the consultant, the Chief Engineer will notify the CSO manager, the project manager, and the project executive of the decision. The Chief Engineer will direct the CSO manager to contact the Attorney General’s Office for further action(s).

The Attorney General will determine the course of action based on the information provided and discussions with the WSDOT Chief Engineer.



