Delegation of Plan Stamping Responsibility
February 2009

Original Request

Our County Engineer, instead of personally stamping contract documents and design reports for major projects that are prepared by County engineering staff, has recently delegated that chore to those PE’s having direct responsibility for the work. What is the practice in your city or county public works agency? In addition, do you provide additional compensation or liability coverage for PEs (other than the County/City Engineer) who stamp contract documents and design reports?

Michael L O’Neil, Supervising Engineer, King County DOT Engineering Services
206-263-3538 Mike.O'Neil@kingcounty.gov

Responses

We are a small city with only one city engineer, who stamps all in-house design work.
Peter Landry, P.E., Public Works Director, City of Normandy Park, peterL@ci.normandy-park.wa.us

We do the same thing. It is not appropriate for the County Engineer to stamp drawings, unless the work was done under his direct supervision. We do not provide any additional compensation.
Peter Capell, PWD, Clark County, [Peter.Capell@clark.wa.gov]

If the City of North Bend designs something in-house, the engineer who is responsible for the design stamps the drawing. There is no extra compensation for this process. The City carries liability insurance for the engineer on staff and pays for the license fee. Project drawings designed by consultants are stamped by the consultant, not by City staff.
Ronald Garrow, P.E., PW Director/City Engineer, (425) 888-7650, rong@ci.north-bend.wa.us

As a one man shop, I stamp everything. Speaking to liability coverage, if the County is a member of the Washington Counties Risk Pool, they are fully covered. Errors and omissions is a specific inclusion to our policy.
Andrew Woods, P.E., Columbia County Engineer/Public Works Director, (509) 382-2534, waw@co.columbia.wa.us

Each PE with direct responsibility for the work will stamp their respective plans and specifications. A signature line for the County Engineer is also included on both the plans and specifications. The licensure responsibility of each of our PE’s is addressed in the position description and compensation package. Liability for their design decisions is covered by the County’s professional liability insurance.
Ryan Lopossa, P.E., Deputy Director, Cowlitz County Department of Public Works, (360) 577-3030 (X-2536), lopossar@co.cowlitz.wa.us

The PE having direct responsibility stamps the work. The compensation is implied with the PE requirements of the job description.
Chris Searcy, P.E., Public Works Director, City of Enumclaw, (360) 615-5721, ChrisSearcy@ci.enumclaw.wa.us
Design work done by registered PE in the City of Oak Harbor is stamped by the PE who was directly responsible for the work. Positions requiring PE licenses are compensated for that license in the pay scale. The City does support financially for registration fees. The City’s insurance carrier provides the liability coverage for the employee who is working as an agent of the City. Generally speaking though if a document does not require a seal than one is not put on.

For traffic related questions and others where specific responsibility is given to the City Engineer by State statute, the City Engineer retains the obligation for sealing documents.

Eric Johnston [ejohnston@oakharbor.org]

In Renton we do it both ways – sometimes the supervisor stamps the documents, and sometimes the engineer having direct responsibility for the project stamps them. Most of the time it will be the supervisor, except in cases in which the documents are for small, rather straight forward projects. Liability coverage from the City is provided for both.

Gregg A. Zimmerman [Gzimmerman@Rentonwa.gov]

The County Engineer stamps, signs, and dates only the plan set cover sheet, as does the Public Works Director, County Executive, and Chair of the Legislative Authority. Project Engineers stamp, sign and date the individual drawings, reports, and/or design calculations. County Engineer and Project Engineer each stamp, sign, and date the Contract Specifications.

There is no extra pay and there is no additional errors and omissions or liability insurance coverage for this activity. We rely on the Prosecuting Attorney for legal defense and that is why we do everything by the book and double check everything.

If there is a potential liability problem, personal legal representation may be necessary.

John A. Van Lund, P.E., County Engineer, San Juan County, (360) 370-0510, johnvl@sjcpublicworks.org

We don’t have a design team “in house” so the City of Bonney Lake has the design firm in charge of the project stamp and sign. We [director and city engineer] sign the cover sheet of the plans verifying that we have looked through the effort but we don’t stamp the plans

John Woodcock [woodcockj@ci.bonney-lake.wa.us]

The County Engineer for Douglas County stamps and signs most all engineering work related to roads and bridges unless it is by consultant or other engineers in the office. Work performed by other licensed staff is stamped by that engineer/surveyor and also reviewed by the County Engineer. If the position requires licensing no additional compensation is given however we have add-on pay for technical staff who pass EIT, LSIT, PLS and PE. The County Risk Pool covers liability coverage.

dbramlette@co.douglas.wa.us

The City Engineer stamps those done under the Engineering Division as he is the only registered engineer in the division. The designers are all technicians under his guidance. The same hold for the traffic division (stamped by Traffic Engineer) and Utilities Division (stamped by Utilities Engineer). PE license and stamping of plans is part of their compensation for the position. We have other designated positions (such as Assistant City Engineer) that require an EIT, if the employee receives their PE then the go up a range.
The PE’s who complete the work stamp and sign the work as is required by the Board of Licensing. As Director and County Engineer, I sign all drawings in the title block but not with my stamp. I am signing to certify that this is an approved project in conformance with department programs and budget – not to technical standards. The County would cover all costs associated with liability with the exception of fraud, malfeasance, or willful misconduct.

\textbf{Kent A. Cash, PE, Director / County Engineer, Cowlitz County Department of Public Works}
\begin{verbatim}
(360) 577-3030, cashk@co.cowlitz.wa.us
\end{verbatim}

Currently in Wahkiakum County, I am the only P.E., so I cannot delegate the responsibility for stamping plans and drawings in our tiny organization. When I was in Lewis County, as their Acting Public Works Director and County Engineer, I was not the only PE, however I felt that it was part of my statutory responsibility as County Engineer to have oversight of the work on roads in the County I served, so I did not delegate the stamping of the drawings.

Instead, I chose to work with the professional engineers and other engineers or technicians in the organization, so that they would understand my expectations as to the preparation of the plans, and so they would come to me with any unique or out of the ordinary design challenges. When a consulting engineer prepares the drawings for a project on a County road or bridge, I have them stamp the plans, however I sign the plans without my stamp, to indicate my general concurrence with the plans.

These approaches are my interpretation of how I can best serve the County, meet my statutory responsibilities as a County Engineer, and recognize the responsibility associated with stamping of an engineering drawing.

\textbf{Pete Ringen, P.E., Director/County Engineer, Wahkiakum County, ringenp@co.wahkiakum.wa.us}

Snohomish County delegates plan stamping to the professional engineer or land surveyor who had primarily responsibility for the work. We do not provide extra compensation for staff to affix their stamp, other than certain higher paid positions require a PE or PLS registration in order to qualify for the position.

\textbf{Art Louie, PE, Snohomish County Public Works, Engineering Services Director}
\begin{verbatim}
(425) 388-6667 art.louie@co.snohomish.wa.us
\end{verbatim}

Most of our major work is done by consultant. I have the firm stamp the PS&E. The county has a signature of approval block, but no stamp. We are still small and what little in-house design we do, I stamp. As a small group, I have no problem meeting the “direct supervision” test.

\textbf{Bill Oakes BillO@co.island.wa.us}

The Arlington Municipal Code AMC 20.12.130 defines the city engineer as the administrative head of the engineering division of public works, who is responsible for planning, administration, enforcement, and decision making as it pertains to public improvements and that the city engineer can delegate this to the public works staff.
AMC 2.94.010 creates the public works department and the directors responsibilities, one of which is to administer the engineering functions of the City.

The RCW and WAC requires a City Engineer approval of plans, but it does provide that the City can contract for these services and although I cannot find the exact site - I know that public works construction drawings must be signed by a P.E.

It does appear that the City Engineer or the Public Works Director can delegate this authority to a member of the Public Works Staff – who is a P.E. *(If we didn’t have a City engineer, but did have someone on staff with a P.E. who the Public Works Director felt was qualified to review and approve plans, and in some cases prepare them for public works projects they could be delegated to have that authority).* It has always been my understanding that if you are employed by the City, you are covered by the City’s insurance in regards to your professional performance.

If the city has contracted with someone or some firm to act on behalf of the city as city Engineer – they would be required to carry their own insurance as a consultant.

**Cristy L. Brubaker, Public Works Coordinator, City of Arlington, 360-403-3503**  
cbrubaker@ci. Arlington.wa.us

I think the key point here is in your statement below "**PE’s having direct responsibility for the work.**" In past conversations about this issue, the engineers I have worked with are very reluctant to stamp someone else's work. If they are involved in a project and the creator of the work -not a problem. I suppose another way would be to set up a contractual agreement between the agency and the A/E that establishes liability limits, insurance etc.

For us, we have always depended on the A/E (prime) who performed the design and drafted contact docs to stamp them.

**Rick Cline, Contracts Manager, Port of Vancouver, (360) 992-1108, Rcline@Portvanusa.com**

Currently the county engineer is the only delegated authority to stamp designs. We do duo stamps with consultants. I have concern with delegating that authority further due to the RCW’s. We are interested in the results of this tally.

Jolene Gosselin - Campbell, PE, Public Works Director/County Engineer, Chelan County Public Works  
jolene.gosselin-campbell@co.chelan.wa.us, 509.667.6482

I’m the County Engineer and the only licensed PE in Klickitat County. I cannot delegate that responsibility.

**Gordon Kelsey, 509-773-2374, GordonK@co.klickitat.wa.us**

Asotin County only has one PE in the office – little ol’ me. If we had others, I believe I would also have them stamp their own work, because I also believe that’s more in line with the intent of ‘responsible charge’ requirements in the code.

**Joel M. Ristau, PE, Asotin County Public Works Director, 509-243-2074,**
If an engineer on staff does design work that individual will stamp and sign the documents. It is not required that the City Engineer seal all documents. In a number of instances the City Engineer will seal documents even when the document is prepared by another registered engineer. The City does not provide extra compensation to those that seal documents. The engineer is covered by the City for liability.

Glenn A. Cutler, P.E., Director of Public Works and Utilities, City of Port Angeles, 360-417-4800, gcutler@cityofpa.us

I am the only PE on staff. When I worked for City of Spokane, I delegated stamping to the engineer responsible for the design. Their job qualifications required a PE. Therefore there was no additional compensation for stamping. Stamping was covered under the city’s umbrella coverage.

I would use the same policy here, if there was another PE in responsible charge of a project, or portion of a project.

Donald A. Ramsey, PE, Pend Oreille County Engineer, e-mail: dramsey@pendoreille.org
phone: (509)447-6460
fax: (509)447-5890

County Engineer signs contract documents at Spokane County.
Brueggeman, Bob [BBrueggeman@spokanecounty.org]

My Assistant County engineer is a PE. He stamps internal engineering documents that he produces, and we have discussed both of us stamping project docs if he was the designer, but currently I, the CE, stamp all contract doc’s.

*Derek Pohle, PE,* Director/County Road Engineer, Grant County Public Works, (509) 754-6082,

Our engineers with PEs stamp projects they’ve designed or had direct responsibility for the design. We do not provide them with additional compensation because their compensation is based on having the PE and the responsibility under state law to stamp their work. Their liability is already covered under our city’s pool insurance because their work product is prepared on behalf of the City.

Jeff Cameron, P.E., Public Works Director, City of Longview, (360) 442-5221;
jeff.cameron@ci.longview.wa.us

At this point the County Engineer is the only one with a Civil PE license and stamps the contract documents.

Charles Butros [CharlesB@co.mason.wa.us]

2.40.020 Bond required.
Prior to performance of their duties, the city manager, city clerk, city treasurer, city finance director and city chief of police shall be required to furnish an official bond, to be renewed annually, conditioned on the honest and faithful performance of their official duties. The premium on the bond(s) shall be paid by the City. The amount of the bonds shall be as follows:
A. City manager: $250,000;
B. City clerk/treasurer: $250,000;
C. Finance director: $250,000;
D. Chief of police: $250,000.

In lieu of individual fidelity bonds, the City may purchase a blanket fidelity bond in amounts not less than those provided for above. (Ord. 6 § 2, 2002).

Chapter 2.70
LEGAL REPRESENTATION OF EMPLOYEES
Sections:

2.70.010 Definitions.
2.70.020 Legal representation.
2.70.030 Exclusions.
2.70.040 Determination of exclusion.
2.70.050 Representation and payment of claims – Conditions.
2.70.060 Effect of compliance with conditions.
2.70.070 Failure to comply with conditions.
2.70.080 Reimbursement of incurred expenses.
2.70.090 Conflict with provisions of insurance policies.
2.70.100 Pending claims.
2.70.110 Punitive damages.

2.70.010 Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. "Employee" means any person who is or has been employed by the City of Spokane Valley, including volunteers.

B. "Official" means any person who is serving or has served as an elected official of the City of Spokane Valley, and any person who is serving or who has served as an appointed member of any City board, commission, committee or any other appointed position within the City of Spokane Valley. The term "appointed" as used herein shall mean a person appointed by city council action, as authorized by state law or City resolution or ordinance. (Ord. 7 § 1, 2002).

2.70.020 Legal representation.

A. The City shall provide to an official or employee, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the City, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the City in his/her capacity as a City official or employee, which act or omission is within the scope of his/her service or employment with the City. The ordinance codified in this chapter is subject to repeal or modification at the sole discretion of the city council; provided, that such repeal or modification shall apply prospectively only, and shall have no effect upon the obligation to indemnify and/or defend against any claim which is based, in whole or in part, upon any act or omission of an official occurring prior to the effective date of the repeal or modification.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise;
2. The city attorney appoints alternate legal counsel to the case; or
3. A conflict of interest or ethical bar exists with respect to said representation by the city attorney.

C. In the event outside counsel is retained under subsections (B)(1) or (2) of this section, the City shall indemnify the employee for the reasonable costs of defense; provided, that in no event shall the officer or employee be indemnified for attorney’s fees in excess of hourly rates established by the City’s
contract with the attorney selected by the City. The officer or employee shall be liable for all hourly charges in excess of said rate. (Ord. 7 § 2, 2002).

2.70.030 Exclusions.
A. In no event shall protection as provided by this chapter be offered by the City to or involving:
  l. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or an employee;
  2. Any act or course of conduct of an official or employee which is not performed on behalf of the City;
  3. Any act or course of conduct which is outside the scope of an official’s or employee’s service or employment with the City;
  4. Any lawsuit brought against an official or employee by or on behalf of the City; and/or
  5. Any action or omission contrary to or not in furtherance of any adopted City policy.
B. Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor limit its ability to discipline or terminate any official or employee.
C. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or the official or employee is insured, from whatever source, against loss or damage; provided, that the provisions of this chapter shall apply in the event the loss or damages fall within the deductible or exclusion(s) of the City’s applicable insurance policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance whether owned by or otherwise applicable to any official or employee. The City shall have the right to require an employee to fully utilize any such policy protection prior to requesting the protection afforded by this chapter. (Ord. 7 § 3, 2002).

2.70.040 Determination of exclusion.
The determination of whether an official or employee shall be afforded a defense by the City under the terms of this chapter shall be made by the city council. The decision of the city council shall be final as a legislative determination and shall be based upon a finding that an official or employee meets or does not meet the criteria of this chapter. Nothing herein shall preclude the City from undertaking the defense of an officer or employee under a reservation of rights. The determination as to whether a defense is to be furnished as provided under this chapter to a member or to members of the city council shall be made without the vote of such member or members of the city council unless the inclusion of such member or members is required for a quorum; provided, that if a claim or lawsuit affects a quorum or greater number of the members of the city council, all such affected members shall retain their voting privileges under this section. (Ord. 7 § 4, 2002).

2.70.050 Representation and payment of claims – Conditions.
The provisions of this chapter shall apply only when the following conditions are met:
A. In the event of any incident or course of conduct potentially giving rise to a claim for damages, or for the commencement of a lawsuit, the official or employee involved shall, as soon as practicable, give the city manager written notice thereof, identifying the official or employee involved, all information known to the official or employee involved with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the potential claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses;
B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city manager and city council, and shall cooperate with the city attorney or if the city attorney designates another attorney to handle the matter, with that attorney, and, upon request, shall assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons
or organizations that may be liable to the City because of any damage or claim of loss arising from said incident or course of conduct, including, but not limited to, rights of recovery for costs and attorney’s fees arising out of state or federal statute upon a determination that the lawsuit brought was frivolous in nature;
C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining assistance of witnesses all without any additional compensation to the official or employee, and, in the event that an employee has left the employ of the City, no fee or compensation shall be provided; and
D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligation, or incur any expense related to said claim or lawsuit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss or damage. Nothing herein shall be deemed to preclude any official or employee from retaining any attorney to represent his/her interests relating to such claim or lawsuit; however, all costs and expenses incurred thereby shall be paid by the official or the employee. (Ord. 7 § 5, 2002).

2.70.060 Effect of compliance with conditions.
If legal representation of an official or employee is undertaken by the City, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement is made, the City shall pay such judgment or settlement; provided, that the City may in its sole discretion appeal as necessary any such judgment. (Ord. 7 § 6, 2002).

2.70.070 Failure to comply with conditions.
In the event that any official or employee fails or refuses to comply with any of the conditions set forth in SVMC 2.70.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and shall have no force or effect with respect to any such claim or litigation. In the event any official or employee falls within the scope of this section, the City shall not be responsible for paying an award of nonpunitive or punitive damages as allowed by RCW 4.96.041(4). (Ord. 7 § 7, 2002).

2.70.080 Reimbursement of incurred expenses.
A. If the City determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the City shall pay any judgment rendered against the official or employee and reasonable attorney’s fees incurred in defending against the claim. The City shall pay any costs and reasonable attorney’s fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter; provided, that if a court of competent jurisdiction determines that such claim does not come within the provisions of this chapter, then the official or employee shall pay the City’s costs and reasonable attorney’s fees incurred in obtaining the determination that such claim is not covered under the provisions of this chapter.
B. If the City determines that a claim against an official or employee does come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the City shall be reimbursed by the official or employee for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter. (Ord. 7 § 8, 2002).

2.70.090 Conflict with provisions of insurance policies.
The indemnification provisions of this chapter do not constitute a policy of insurance, and nothing contained in this chapter shall be construed to modify or amend any provisions of any policy of insurance where City official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this chapter shall be deemed to limit or restrict any employee’s or official’s right to full coverage pursuant to this chapter, it being the intent of
this chapter to provide the coverage detailed in this chapter only outside and beyond insurance policies which may be in effect while not compromising the terms and conditions of such policies by any conflicting provisions contained in this chapter. (Ord. 7 § 9, 2002).

2.70.100 Pending claims.
The provisions of this chapter shall apply to any claims or lawsuits filed against any official or employee, and any such claims or lawsuits hereinafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit. (Ord. 7 § 10, 2002).

2.70.110 Punitive damages.
If an official or employee has complied with the provisions of SVMC 2.70.050 and a court of competent jurisdiction finds that the claim or lawsuit filed against such official or employee resulted from any conduct, act or omission of such official or employee performed or omitted on behalf of the City in his/her capacity as an official or employee and said conduct, act or omission was within the scope of his/her service or employment with the City, then the City shall be solely responsible for the payment of any punitive damages awarded for such claim or lawsuit. (Ord. 7 § 11, 2002).

Neil Kersten [nkersten@spokanevalley.org]