

**OKANOGAN COUNTY COMMISSIONERS**

**RESOLUTION 5 - 2021**

*OKANOGAN COUNTY ROAD PROJECT 9155-19 OLD 97, DRISKELL TO VERESTAR  
RD. PLANS, PROVISIONS AND SPECIFICATIONS APPROVAL*

**WHEREAS**, Okanogan County Resolution No. 166-2017 adopted October 3, 2017 included this project in the Annual Road Construction Program and authorized the County Engineer to proceed with preparations of maps, plans and specifications as required under RCW36.77.010.


**NOW THEREFORE BE IT RESOLVED**, The Project Plans and Specifications prepared and presented as per RCW 36.77.010 are HEREBY APPROVED by the Board of Okanogan County Commissioners.


**DATED** at Okanogan, Washington this 12 day of January, 2021.

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

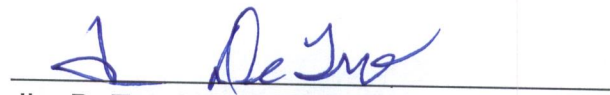


**ATTEST:**

  
Laleña Johns, Clerk of the Board

  
Chris Branch, Chairman

  
Andy Hover, Vice Chairman

  
Jim DeTro, Member



# **CONTRACT PLANS & PROVISIONS**



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FOR THE CONSTRUCTION OF:

**CRP No. 9155-19 Old 97, Driskell to  
Verestar  
Federal Aid Project No. STPR-E241(011)  
Contract No. TA-6500**



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**August 2020**  
**OKANOGAN COUNTY DEPARTMENT OF PUBLIC WORKS**  
1234-A Second Avenue South, Okanogan WA 98840



## INTRODUCTION

This Contract shall be constructed in accordance with the 2021 Standard Specifications for Road, Bridge, and Municipal Construction.

## SPECIAL PROVISIONS

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions <sup>1</sup> date)	Region Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

<u>Regions<sup>1</sup></u>	
ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

## Division 1 General Requirements

## DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of \*\*\* 2.25 miles of Old Highway 97 beginning at MP 1.91 to MP 4.16. Improvements include minor realignment, shoulder widening, grading, and drainage. Work will include clearing and grubbing, roadway excavation including haul, crushed surfacing base/top course, beam guardrail type 31, project temporary traffic control, trimming and cleanup, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1 **Definitions and Terms**

2  
3 **1-01.3 Definitions**

4 *(January 4, 2016 APWA GSP)*

5  
6 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace  
7 them with the following:

8  
9 **Dates**

10 ***Bid Opening Date***

11 The date on which the Contracting Agency publicly opens and reads the Bids.

12 ***Award Date***

13 The date of the formal decision of the Contracting Agency to accept the lowest  
14 responsible and responsive Bidder for the Work.

15 ***Contract Execution Date***

16 The date the Contracting Agency officially binds the Agency to the Contract.

17 ***Notice to Proceed Date***

18 The date stated in the Notice to Proceed on which the Contract time begins.

19 ***Substantial Completion Date***

20 The day the Engineer determines the Contracting Agency has full and unrestricted  
21 use and benefit of the facilities, both from the operational and safety standpoint, any  
22 remaining traffic disruptions will be rare and brief, and only minor incidental work,  
23 replacement of temporary substitute facilities, plant establishment periods, or  
24 correction or repair remains for the Physical Completion of the total Contract.

25 ***Physical Completion Date***

26 The day all of the Work is physically completed on the project. All documentation  
27 required by the Contract and required by law does not necessarily need to be  
28 furnished by the Contractor by this date.

29 ***Completion Date***

30 The day all the Work specified in the Contract is completed and all the obligations of  
31 the Contractor under the contract are fulfilled by the Contractor. All documentation  
32 required by the Contract and required by law must be furnished by the Contractor  
33 before establishment of this date.

34 ***Final Acceptance Date***

35 The date on which the Contracting Agency accepts the Work as complete.

36  
37 Supplement this Section with the following:

38  
39 All references in the Standard Specifications, Amendments, or WSDOT General Special  
40 Provisions, to the terms "Department of Transportation", "Washington State  
41 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",  
42 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

43  
44 All references to the terms "State" or "state" shall be revised to read "Contracting  
45 Agency" unless the reference is to an administrative agency of the State of Washington,  
46 a State statute or regulation, or the context reasonably indicates otherwise.

47  
48 All references to "State Materials Laboratory" shall be revised to read "Contracting  
49 Agency designated location".  
50



1 All references to "final contract voucher certification" shall be interpreted to mean the  
2 Contracting Agency form(s) by which final payment is authorized, and final completion  
3 and acceptance granted.  
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid  
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition  
8 to the base bid.  
9

10 **Alternate**

11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in  
17 Section 1-08.5.  
18

19 **Contract Bond**

20 The definition in the Standard Specifications for "Contract Bond" applies to whatever  
21 bond form(s) are required by the Contract Documents, which may be a combination of a  
22 Payment Bond and a Performance Bond.  
23

24 **Contract Documents**

25 See definition for "Contract".  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which  
29 the Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency's acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.  
43

44  
45 **1-02 BID PROCEDURES AND CONDITIONS**  
46

47 **1-02.1 Prequalification of Bidders**  
48

49 Delete this section and replace it with the following:  
50

51 **1-02.1 Qualifications of Bidder**

52 *(January 24, 2011 APWA GSP)*

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**1-02.2 Plans and Specifications**  
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

**1-02.4(1) General**  
(August 15, 2016 APWA GSP Option A)

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**Examination Of Plans, Specifications And Site Of Work**

**1-02.5 Proposal Forms**  
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal



1 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
2 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
3 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
4 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
5 Registration Number; and a Business License Number, if applicable. Bids shall be  
6 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
7 required certifications are included as part of the Proposal Form.

8  
9 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
10 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
11 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
12 specified.

13  
14 **1-02.6 Preparation of Proposal**  
15 *(December 10, 2020 APWA GSP, Option A)*  
16

17 Supplement this section with the following:

18  
19 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise  
20 (DBE) Utilization Certification, when required by the Special Provisions. For each and  
21 every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise  
22 Utilization Certification, the Bidder shall submit written confirmation from that DBE firm  
23 that the DBE is in agreement with the DBE participation commitment that the Bidder has  
24 made in the Bidder's completed Disadvantaged Business Enterprise Utilization  
25 Certification.

26  
27 WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation  
28 Document) is to be used for this purpose. Bidder must submit good faith effort  
29 documentation only in the event the bidder's efforts to solicit sufficient DBE participation  
30 have been unsuccessful.

31  
32 The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to  
33 be performed by each DBE listed on the DBE Utilization Certification.

34  
35 If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder  
36 must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how  
37 the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

38  
39 Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation  
40 Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE  
41 Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-  
42 02.9.

43  
44 **1-02.6 Preparation of Proposal**  
45 *(December 10, 2020 APWA GSP, Option B)*  
46

47 Supplement the second paragraph with the following:

- 48 4. If a minimum bid amount has been established for any item, the unit or lump sum  
49 price must equal or exceed the minimum amount stated.
- 50 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
51 initialed by the signer of the bid.

1  
2 Delete the last two paragraphs, and replace them with the following:  
3

4 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
5 Compliance form, provided by the Contracting Agency. Failure to return this certification  
6 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
7 Award. A Contractor Certification of Wage Law Compliance form is included in the  
8 Proposal Forms.  
9

10 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.  
11

12 A bid by a corporation shall be executed in the corporate name, by the president or a  
13 vice president (or other corporate officer accompanied by evidence of authority to sign).  
14

15 A bid by a partnership shall be executed in the partnership name, and signed by a  
16 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
17 UDBE requirements are to be satisfied through such an agreement.  
18

19 A bid by a joint venture shall be executed in the joint venture name and signed by a  
20 member of the joint venture. A copy of the joint venture agreement shall be submitted  
21 with the Bid Form if any UDBE requirements are to be satisfied through such an  
22 agreement.  
23

24 **1-02.7 Bid Deposit**  
25 *(March 8, 2013 APWA GSP)*  
26

27 Supplement this section with the following:  
28

29 Bid bonds shall contain the following:

- 30 1. Contracting Agency-assigned number for the project;
- 31 2. Name of the project;
- 32 3. The Contracting Agency named as obligee;
- 33 4. The amount of the bid bond stated either as a dollar figure or as a percentage which  
34 represents five percent of the maximum bid amount that could be awarded;
- 35 5. Signature of the bidder's officer empowered to sign official statements. The signature  
36 of the person authorized to submit the bid should agree with the signature on the  
37 bond, and the title of the person must accompany the said signature;
- 38 6. The signature of the surety's officer empowered to sign the bond and the power of  
39 attorney.  
40

41 If so stated in the Contract Provisions, bidder must use the bond form included in the  
42 Contract Provisions.  
43

44 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.  
45

46 **Delivery of Proposal**  
47



1 **1-02.9 Delivery of Proposal**

2 *(October 1, 2020 APWA GSP, Option A)*

3  
4 Delete this section and replace it with the following:

5  
6 Each Proposal shall be submitted in a sealed envelope, with the Project Name and  
7 Project Number as stated in the Call for Bids clearly marked on the outside of the  
8 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and  
9 delivery.

10  
11 To be considered responsive on a FHWA-funded project, the Bidder may be required to  
12 submit the following items, as required by Section 1-02.6:

- 13  
14
  - DBE Written Confirmation Document from each DBE firm listed on the Bidder's
  - 15 completed DBE Utilization Certification (WSDOT 272-056)
  - 16 • Good Faith Effort (GFE) Documentation
  - 17 • DBE Bid Item Breakdown (WSDOT 272-054)
  - 18 • DBE Trucking Credit Form (WSDOT 272-058)

19  
20 These documents, if applicable, shall be received either with the Bid Proposal or as a  
21 supplement to the Bid. These documents shall be received **no later than 48 hours** (not  
22 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid  
23 Proposal.

24  
25 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed  
26 envelope labeled the same as for the Proposal, with "Supplemental Information" added.  
27 All other information required to be submitted with the Bid Proposal must be submitted  
28 with the Bid Proposal itself, at the time stated in the Call for Bids.

29  
30 Proposals that are received as required will be publicly opened and read as specified in  
31 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that  
32 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or  
33 received in a location other than that specified in the Call for Bids. The Contracting  
34 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or  
35 GFE documentation) that is received after the time specified above, or received in a  
36 location other than that specified in the Call for Bids.

37  
38 If an emergency or unanticipated event interrupts normal work processes of the  
39 Contracting Agency so that Proposals cannot be received at the office designated for  
40 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
41 Proposal will be deemed to be extended to the same time of day specified in the  
42 solicitation on the first work day on which the normal work processes of the Contracting  
43 Agency resume.

44  
45  
46 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

47 *(July 23, 2015 APWA GSP)*

48  
49 Delete this section, and replace it with the following:

50  
51 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
52 withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

## **Public Opening of Proposals**

Section 1-02.12 is supplemented with the following:

(\*\*\*\*\*)

### **Date and Time of Bid Opening**

The Board of County Commissioners of Okanogan County, will open sealed bid proposals and publicly read them aloud after **11:00:00AM Pacific Time on February 9, 2021**, at the Okanogan County Commissioners Hearing Room, Okanogan County, Washington for the:

#### **CRP No. 9155-19 Old 97, Driskell to Verestar**

Sealed bids are to be received by mail or hand delivered to the Office of the Board of County Commissioners of Okanogan County located on the first floor of the Grainger Administration Building located at 123 Fifth Ave. North, Room 150, Okanogan, Washington.

Bid proposals for this project must be received by **11:00:00AM Pacific Time, February 9, 2021**. The official time will be the time as displayed on the computer of the Clerk of the Board according to the Network Time Protocol (NTP) Time Server time display.

Please note that US Mail delivered the day of bid opening may not arrive in time. Bidders intending to mail their bid proposals may want to arrange for their bid proposals to arrive a day early. Bids delivered in person will only be received by the Clerk of the Board of Okanogan County Commissioners. Bid Proposals and Bid Proposal Bonds must be on the original forms provided by the County.

Bids received on time will be publicly opened and read immediately after the bid receipt deadline.

All envelopes containing bids shall be sealed and clearly addressed to:

**Okanogan County Commissioners  
123 Fifth Avenue North**



1 **Room 150**  
2 **Okanogan, Washington 98840**  
3

4 And shall have the following clearly marked on the lower left-hand corner:  
5

6 **SEALED BID FOR CRP No. 9155-19 Old 97, Driskell to Verestar**  
7

8 Telephone, telephone facsimile (FAX) or electronic e-mailed bids or amendments to bids will  
9 not be accepted.  
10

11  
12 **1-02.13 Irregular Proposals**  
13 *(October 1, 2020 APWA GSP)*  
14

15 Delete this section and replace it with the following:  
16

- 17 1. A Proposal will be considered irregular and will be rejected if:
  - 18 a. The Bidder is not prequalified when so required;
  - 19 b. The authorized Proposal form furnished by the Contracting Agency is not  
20 used or is altered;
  - 21 c. The completed Proposal form contains any unauthorized additions, deletions,  
22 alternate Bids, or conditions;
  - 23 d. The Bidder adds provisions reserving the right to reject or accept the award,  
24 or enter into the Contract;
  - 25 e. A price per unit cannot be determined from the Bid Proposal;
  - 26 f. The Proposal form is not properly executed;
  - 27 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
28 applicable, as required in Section 1-02.6;
  - 29 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
30 Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 31 i. The Bidder fails to submit written confirmation from each DBE firm listed on  
32 the Bidder's completed DBE Utilization Certification that they are in  
33 agreement with the bidder's DBE participation commitment, if applicable, as  
34 required in Section 1-02.6, or if the written confirmation that is submitted fails  
35 to meet the requirements of the Special Provisions;
  - 36 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
37 as required in Section 1-02.6, or if the documentation that is submitted fails to  
38 demonstrate that a Good Faith Effort to meet the Condition of Award was  
39 made;
  - 40 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as  
41 required in Section 1-02.6, or if the documentation that is submitted fails to  
42 meet the requirements of the Special Provisions;
  - 43 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as  
44 required in Section 1-02.6, or if the documentation that is submitted fails to  
45 meet the requirements of the Special Provisions;
  - 46 m. The Bid Proposal does not constitute a definite and unqualified offer to meet  
47 the material terms of the Bid invitation; or
  - 48 n. More than one Proposal is submitted for the same project from a Bidder  
49 under the same or different names.
- 50 2. A Proposal may be considered irregular and may be rejected if:
  - 51 a. The Proposal does not include a unit price for every Bid item;  
52

- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders**  
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

**1-02.15 Pre Award Information**  
(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.



- 1 7. Any other information or action taken that is deemed necessary to ensure that the  
2 bidder is the lowest responsible bidder.  
3  
4

## 5 **Award and Execution of Contract**

6

### 7 **1-03.1 Consideration of Bids** 8 *(January 23, 2006 APWA GSP)* 9

10 Revise the first paragraph to read:

11  
12 After opening and reading proposals, the Contracting Agency will check them for  
13 correctness of extensions of the prices per unit and the total price. If a discrepancy exists  
14 between the price per unit and the extended amount of any bid item, the price per unit will  
15 control. If a minimum bid amount has been established for any item and the bidder's unit  
16 or lump sum price is less than the minimum specified amount, the Contracting Agency will  
17 unilaterally revise the unit or lump sum price, to the minimum specified amount and  
18 recalculate the extension. The total of extensions, corrected where necessary, including  
19 sales taxes where applicable and such additives and/or alternates as selected by the  
20 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix  
21 the Awarded Contract Price amount and the amount of the contract bond.  
22

### 23 **1-03.3 Execution of Contract** 24 *(October 1, 2005 APWA GSP)* 25

26 Revise this section to read:

27  
28 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
29 available for signature by the successful bidder on the first business day following award.  
30 The number of copies to be executed by the Contractor will be determined by the  
31 Contracting Agency.  
32

33 Within seven (7) calendar days after the award date, the successful bidder shall return  
34 the signed Contracting Agency-prepared contract, an insurance certification as required  
35 by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4.  
36 Before execution of the contract by the Contracting Agency, the successful bidder shall  
37 provide any pre-award information the Contracting Agency may require under Section 1-  
38 02.15.  
39

40 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
41 Agency nor shall any work begin within the project limits or within Contracting Agency-  
42 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
43 and for any materials ordered before the contract is executed by the Contracting Agency.  
44

45 If the bidder experiences circumstances beyond their control that prevents return of the  
46 contract documents within the calendar days after the award date stated above, the  
47 Contracting Agency may grant up to a maximum of three (3) additional calendar days for  
48 return of the documents, provided the Contracting Agency deems the circumstances  
49 warrant it.  
50

### 51 **1-03.4 Contract Bond** 52

1 (July 23, 2015 APWA GSP)

2  
3 Delete the first paragraph and replace it with the following:

4  
5 The successful bidder shall provide executed payment and performance bond(s) for the  
6 full contract amount. The bond may be a combined payment and performance bond; or  
7 be separate payment and performance bonds. In the case of separate payment and  
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 9 1. Be on Contracting Agency-furnished form(s);
- 10 2. Be signed by an approved surety (or sureties) that:
- 11 a. Is registered with the Washington State Insurance Commissioner, and
- 12 b. Appears on the current Authorized Insurance List in the State of Washington
- 13 published by the Office of the Insurance Commissioner,
- 14 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
- 15 and conditions under the Contract, including but not limited to the duty and obligation
- 16 to indemnify, defend, and protect the Contracting Agency against all losses and
- 17 claims related directly or indirectly from any failure:
- 18 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
- 19 subcontractors of the Contractor) to faithfully perform and comply with all contract
- 20 obligations, conditions, and duties, or
- 21 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
- 22 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
- 23 subcontractors, material person, or any other person who provides supplies or
- 24 provisions for carrying out the work;
- 25 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
- 26 project under titles 50, 51, and 82 RCW; and
- 27 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
- 28 the bond; and
- 29 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 30 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
- 31 by the president or vice president, unless accompanied by written proof of the
- 32 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
- 33 resolution, power of attorney, or a letter to such effect signed by the president or vice
- 34 president).

35  
36 **1-03.7 Judicial Review**  
37 (November 30, 2018 APWA GSP)

38  
39 Revise this section to read:

40  
41 Any decision made by the Contracting Agency regarding the Award and execution of the

42 Contract or Bid rejection shall be conclusive subject to the scope of judicial review

43 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior

44 Court of the county where the Contracting Agency headquarters is located, provided that

45 where an action is asserted against a county, RCW 36.01.050 shall control venue and

46 jurisdiction.

47

48 **Scope of the Work**

49

1 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
2 **Specifications, and Addenda**

3 *(December 10, 2020 APWA GSP)*  
4

5 Revise the second paragraph to read:  
6

7 Any inconsistency in the parts of the contract shall be resolved by following this order of  
8 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 9 1. Addenda,
- 10 2. Proposal Form,
- 11 3. Special Provisions,
- 12 4. Contract Plans,
- 13 5. Standard Specifications,
- 14 6. Contracting Agency's Standard Plans or Details (if any), and
- 15 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 16

17 **Changes**  
18

19 **1-04.4(1) Minor Changes**

20 *(May 30, 2019 APWA GSP)*  
21

22 Delete the first paragraph and replace it with the following:  
23

24 Payments or credits for changes amounting to \$25,000 or less may be made under the  
25 Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for  
26 Minor Changes may be used in lieu of the more formal procedure as outlined in Section  
27 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work  
28 and will not change Contract Time.  
29

30 **Control of Work**  
31

32 **1-05.4 Conformity With and Deviations from Plans and Stakes**  
33

34 Supplement this section with the following:  
35

36 **Roadway and Utility Surveys**

37 *(July 23, 2015 APWA GSP, Option 1)*  
38

39 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and  
40 measurements the Engineer deems necessary for completion of the work. These shall  
41 generally consist of one initial set of:

- 42 1. Slope stakes for establishing grading;
- 43 2. Curb grade stakes;
- 44 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
- 45 4. Offset points to establish line and grade for underground utilities such as water,  
46 sewers, and storm drains.  
47

48 On alley construction projects with minor grade changes, the Engineer shall provide only  
49 offset hubs on one side of the alley to establish the alignment and grade.  
50

1 **1-05.7 Removal of Defective and Unauthorized Work**  
2 *(October 1, 2005 APWA GSP)*  
3

4 Supplement this section with the following:

5  
6 If the Contractor fails to remedy defective or unauthorized work within the time specified  
7 in a written notice from the Engineer, or fails to perform any part of the work required by  
8 the Contract Documents, the Engineer may correct and remedy such work as may be  
9 identified in the written notice, with Contracting Agency forces or by such other means as  
10 the Contracting Agency may deem necessary.

11  
12 If the Contractor fails to comply with a written order to remedy what the Engineer  
13 determines to be an emergency situation, the Engineer may have the defective and  
14 unauthorized work corrected immediately, have the rejected work removed and replaced,  
15 or have work the Contractor refuses to perform completed by using Contracting Agency  
16 or other forces. An emergency situation is any situation when, in the opinion of the  
17 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk  
18 of loss or damage to the public.

19  
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
21 remedying defective or unauthorized work, or work the Contractor failed or refused to  
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
24 include in particular, but without limitation, compensation for additional professional  
25 services required, and costs for repair and replacement of work of others destroyed or  
26 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

27  
28 No adjustment in contract time or compensation will be allowed because of the delay in  
29 the performance of the work attributable to the exercise of the Contracting Agency's  
30 rights provided by this Section.

31  
32 The rights exercised under the provisions of this section shall not diminish the  
33 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
34 with respect to the Contractor's failure to perform the work as required.

35  
36  
37 **1-05.11 Final Inspection**

38  
39 Delete this section and replace it with the following:

40  
41 **1-05.11 Final Inspections and Operational Testing**  
42 *(October 1, 2005 APWA GSP)*  
43

44 **1-05.11(1) Substantial Completion Date**

45  
46 When the Contractor considers the work to be substantially complete, the Contractor  
47 shall so notify the Engineer and request the Engineer establish the Substantial  
48 Completion Date. The Contractor's request shall list the specific items of work that  
49 remain to be completed in order to reach physical completion. The Engineer will  
50 schedule an inspection of the work with the Contractor to determine the status of  
51 completion. The Engineer may also establish the Substantial Completion Date  
52 unilaterally.

1  
2 If, after this inspection, the Engineer concurs with the Contractor that the work is  
3 substantially complete and ready for its intended use, the Engineer, by written notice to  
4 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
5 Engineer does not consider the work substantially complete and ready for its intended  
6 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
7 therefor.  
8

9 Upon receipt of written notice concurring in or denying substantial completion, whichever  
10 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
11 interruption, the work necessary to reach Substantial and Physical Completion. The  
12 Contractor shall provide the Engineer with a revised schedule indicating when the  
13 Contractor expects to reach substantial and physical completion of the work.  
14

15 The above process shall be repeated until the Engineer establishes the Substantial  
16 Completion Date and the Contractor considers the work physically complete and ready for  
17 final inspection.  
18

### 19 **1-05.11(2) Final Inspection and Physical Completion Date**

20

21 When the Contractor considers the work physically complete and ready for final  
22 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
23 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
24 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
25 writing of all particulars in which the final inspection reveals the work incomplete or  
26 unacceptable. The Contractor shall immediately take such corrective measures as are  
27 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
28 diligently, and without interruption until physical completion of the listed deficiencies. This  
29 process will continue until the Engineer is satisfied the listed deficiencies have been  
30 corrected.  
31

32 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
33 written notice listing the deficiencies, the Engineer may, upon written notice to the  
34 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
35 Section 1-05.7.

36 The Contractor will not be allowed an extension of contract time because of a delay in  
37 the performance of the work attributable to the exercise of the Engineer's right  
38 hereunder.  
39

40 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
41 Contracting Agency, in writing, of the date upon which the work was considered physically  
42 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
43 not imply acceptance of the work or that all the obligations of the Contractor under the  
44 contract have been fulfilled.  
45

### 46 **1-05.11(3) Operational Testing**

47

48 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
49 complete and operable system. Therefore when the work involves the installation of  
50 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
51 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
52 Engineer to have the Contractor operate and test the work for a period of time after final



1 inspection but prior to the physical completion date. Whenever items of work are listed in  
2 the Contract Provisions for operational testing they shall be fully tested under operating  
3 conditions for the time period specified to ensure their acceptability prior to the Physical  
4 Completion Date. During and following the test period, the Contractor shall correct any  
5 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
6 class operating condition. Equipment, electrical controls, meters, or other devices and  
7 equipment to be tested during this period shall be tested under the observation of the  
8 Engineer, so that the Engineer may determine their suitability for the purpose for which  
9 they were installed. The Physical Completion Date cannot be established until testing  
10 and corrections have been completed to the satisfaction of the Engineer.

11  
12 The costs for power, gas, labor, material, supplies, and everything else needed to  
13 successfully complete operational testing, shall be included in the unit contract prices  
14 related to the system being tested, unless specifically set forth otherwise in the proposal.

15  
16 Operational and test periods, when required by the Engineer, shall not affect a  
17 manufacturer's guaranties or warranties furnished under the terms of the contract.  
18

19  
20 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
21 *(August 14, 2013 APWA GSP)*

22  
23 Delete the sixth and seventh paragraphs of this section.

24  
25 (\*\*\*\*\*)

26 Revise the seventh paragraph to read:

27  
28 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to  
29 Section 1-02.1, it will take these performance reports into account.  
30

31 **1-05.15 Method of Serving Notices**  
32 *(March 25, 2009 APWA GSP)*

33 Revise the second paragraph to read:

34  
35 All correspondence from the Contractor shall be directed to the Project Engineer. All  
36 correspondence from the Contractor constituting any notification, notice of protest, notice  
37 of dispute, or other correspondence constituting notification required to be furnished  
38 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
39 service to the Project Engineer's office. Electronic copies such as e-mails or  
40 electronically delivered copies of correspondence will not constitute such notice and will  
41 not comply with the requirements of the Contract.  
42

43 Add the following new section:

44  
45 **1-05.16 Water and Power**  
46 *(October 1, 2005 APWA GSP)*  
47

48 The Contractor shall make necessary arrangements, and shall bear the costs for power  
49 and water necessary for the performance of the work, unless the contract includes power  
50 and water as a pay item.  
51

1 **Control of Material**

2  
3 Section 1-06 is supplemented with the following:

4  
5 ***Buy America***

6  
7 (August 6, 2012)

8 In accordance with Buy America requirements contained in 23 CFR 635.410, the major  
9 quantities of steel and iron construction material that is permanently incorporated into the  
10 project shall consist of American-made materials only. Buy America does not apply to  
11 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding  
12 and falsework.

13  
14 Minor amounts of foreign steel and iron may be utilized in this project provided the cost  
15 of the foreign material used does not exceed one-tenth of one percent of the total contract  
16 cost or \$2,500.00, whichever is greater.

17  
18 American-made material is defined as material having all manufacturing processes  
19 occurring domestically. To further define the coverage, a domestic product is a  
20 manufactured steel material that was produced in one of the 50 States, the District of  
21 Columbia, Puerto Rico, or in the territories and possessions of the United States.

22  
23 If domestically produced steel billets or iron ingots are exported outside of the area of  
24 coverage, as defined above, for any manufacturing process then the resulting product  
25 does not conform to the Buy America requirements. Additionally, products manufactured  
26 domestically from foreign source steel billets or iron ingots do not conform to the Buy  
27 America requirements because the initial melting and mixing of alloys to create the  
28 material occurred in a foreign country.

29  
30 Manufacturing begins with the initial melting and mixing, and continues through the  
31 coating stage. Any process which modifies the chemical content, the physical size or  
32 shape, or the final finish is considered a manufacturing process. The processes include  
33 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action  
34 of applying a coating to steel or iron is deemed a manufacturing process. Coating  
35 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that  
36 protects or enhances the value of steel or iron. Any process from the original reduction  
37 from ore to the finished product constitutes a manufacturing process for iron.

38  
39 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and  
40 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced  
41 iron ore.

42  
43 The following are considered to be steel manufacturing processes:

- 44  
45 1. Production of steel by any of the following processes:
- 46 a. Open hearth furnace.
  - 47 b. Basic oxygen.
  - 48 c. Electric furnace.
  - 49
  - 50
  - 51
  - 52

- 1 d. Direct reduction.
- 2
- 3 2. Rolling, heat treating, and any other similar processing.
- 4
- 5 3. Fabrication of the products.
- 6
- 7 a. Spinning wire into cable or strand.
- 8
- 9 b. Corrugating and rolling into culverts.
- 10
- 11 c. Shop fabrication.
- 12

13 A certification of materials origin will be required for any items comprised of, or containing,  
14 steel or iron construction materials prior to such items being incorporated into the  
15 permanent work. The certification shall be on DOT Form 350-109EF provided by the  
16 Engineer, or such other form the Contractor chooses, provided it contains the same  
17 information as DOT Form 350-109EF.

18

19 **1-06.6 Recycled Materials**  
20 *(January 4, 2016 APWA GSP)*

21

22 Delete this section, including its subsections, and replace it with the following:

23

24 The Contractor shall make their best effort to utilize recycled materials in the construction  
25 of the project. Approval of such material use shall be as detailed elsewhere in the  
26 Standard Specifications.

27

28 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
29 that were utilized in the construction of the project for each of the items listed in Section  
30 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
31 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material  
32 and aggregates from concrete returned to the supplier). The Contractor's report shall be  
33 provided on DOT form 350-075 Recycled Materials Reporting.

34

35 **Legal Relations and Responsibilities to the Public**

36

37 **1-07.1 Laws to be Observed**  
38 *(October 1, 2005 APWA GSP)*

39

40 Supplement this section with the following:

41

42 In cases of conflict between different safety regulations, the more stringent regulation  
43 shall apply.

44

45 The Washington State Department of Labor and Industries shall be the sole and  
46 paramount administrative agency responsible for the administration of the provisions of  
47 the Washington Industrial Safety and Health Act of 1973 (WISHA).

48

49 The Contractor shall maintain at the project site office, or other well known place at the  
50 project site, all articles necessary for providing first aid to the injured. The Contractor  
51 shall establish, publish, and make known to all employees, procedures for ensuring  
52 immediate removal to a hospital, or doctor's care, persons, including employees, who

1 may have been injured on the project site. Employees should not be permitted to work  
2 on the project site before the Contractor has established and made known procedures  
3 for removal of injured persons to a hospital or a doctor's care.  
4

5 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
6 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
7 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
8 solely and completely responsible for the conditions of the project site, including safety  
9 for all persons and property in the performance of the work. This requirement shall apply  
10 continuously, and not be limited to normal working hours. The required or implied duty of  
11 the Engineer to conduct construction review of the Contractor's performance does not,  
12 and shall not, be intended to include review and adequacy of the Contractor's safety  
13 measures in, on, or near the project site.  
14

15 (May 13, 2020)

16 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health  
17 and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these  
18 specifications, **COVID-19 Health and Safety Plan (CHSP)**.  
19  
20

## 21 **1-07.2 State Taxes**

22

23 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
24

### 25 **1-07.2 State Sales Tax**

26 *(June 27, 2011 APWA GSP)*  
27

28 The Washington State Department of Revenue has issued special rules on the State  
29 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
30 Contractor should contact the Washington State Department of Revenue for answers to  
31 questions in this area. The Contracting Agency will not adjust its payment if the  
32 Contractor bases a bid on a misunderstood tax liability.  
33

34 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
35 contract amounts. In some cases, however, state retail sales tax will not be included.  
36 Section 1-07.2(2) describes this exception.  
37

38 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
39 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
40 Department of Revenue a certificate showing that all contract-related taxes have been  
41 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
42 Contractor any amount the Contractor may owe the Washington State Department of  
43 Revenue, whether the amount owed relates to this contract or not. Any amount so  
44 deducted will be paid into the proper State fund.  
45

### 46 **1-07.2(1) State Sales Tax — Rule 171**

47

48 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
49 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
50 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
51 This includes storm or combined sewer systems within and included as a part of the  
52 street or road drainage system and power lines when such are part of the roadway

1 lighting system. For work performed in such cases, the Contractor shall include  
2 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
3 amounts, including those that the Contractor pays on the purchase of the materials,  
4 equipment, or supplies used or consumed in doing the work.

5  
6 **1-07.2(2) State Sales Tax — Rule 170**

7  
8 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
9 existing buildings, or other structures, upon real property. This includes, but is not  
10 limited to, the construction of streets, roads, highways, etc., owned by the state of  
11 Washington; water mains and their appurtenances; sanitary sewers and sewage  
12 disposal systems unless such sewers and disposal systems are within, and a part of, a  
13 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
14 or other conduits or lines in or above streets or roads, unless such power lines become a  
15 part of a street or road lighting system; and installing or attaching of any article of  
16 tangible personal property in or to real property, whether or not such personal property  
17 becomes a part of the realty by virtue of installation.

18  
19 For work performed in such cases, the Contractor shall collect from the Contracting  
20 Agency, retail sales tax on the full contract price. The Contracting Agency will  
21 automatically add this sales tax to each payment to the Contractor. For this reason, the  
22 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
23 contract amount subject to Rule 170, with the following exception.

24  
25 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
26 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
27 consumable supplies not integrated into the project. Such sales taxes shall be included  
28 in the unit bid item prices or in any other contract amount.

29  
30 **1-07.2(3) Services**

31  
32 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
33 contract wholly for professional or other services (as defined in Washington State  
34 Department of Revenue Rules 138 and 244).

35  
36 **Sanitation**

37  
38 ***Health Hazards***

39  
40 Section 1-07.4(2) is supplemented with the following:

41  
42 **(May 13, 2020)**

43 **COVID-19 Health and Safety Plan (CHSP)**

44 The Contractor shall prepare a project specific COVID-19 health and safety plan  
45 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing  
46 prior to beginning physical Work. The CHSP shall be based on the most current State  
47 and Federal requirements. If the State or Federal requirements are revised, the  
48 CHSP shall be updated as necessary to conform to the current requirements.

49  
50 The Contractor shall update and resubmit the CHSP as the work progresses and  
51 new activities appear on the look ahead schedule required under Section 1-08.3(2)D.  
52 If the conditions change on the project, or a particular activity, the Contractor shall



1 update and resubmit the CHSP. Work on any activity shall cease if conditions prevent  
2 full compliance with the CHSP.

3  
4 The CHSP shall address the health and safety of all people associated with the  
5 project including State workers in the field, Contractor personnel, consultants, project  
6 staff, subcontractors, suppliers and anyone on the project site, staging areas, or  
7 yards.

8  
9 **COVID-19 Health and Safety Plan (CHSP) Inspection**

10 The Contractor shall grant full and unrestricted access to the Engineer for CHSP  
11 Inspections. The Engineer (or designee) will conduct periodic compliance  
12 inspections on the project site, staging areas, or yards to verify that any ongoing work  
13 activity is following the CHSP plan. If the Engineer becomes aware of a  
14 noncompliance incident either through a site inspection or other means, the  
15 Contractor will be notified immediately (within 1 hour). The Contractor shall  
16 immediately remedy the noncompliance incident or suspend all or part of the  
17 associated work activity. The Contractor shall satisfy the Engineer that the  
18 noncompliance incident has been corrected before the suspension will end.

19  
20 **Environmental Regulations**

21  
22 ***U.S. Army Corps of Engineers***

23  
24 Section 1-07.5(5) is supplemented with the following:

25  
26 (April 2, 2018)

27 The following Provisions summarize the requirements, in addition to those required  
28 elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army  
29 Corps of Engineers. Throughout the work, the Contractor shall comply with the  
30 following requirements:

31  
32 (August 3, 2009)

33 The Contractor shall dispose of all creosoted timber, creosote piling and  
34 associated debris as shown in the Plans in accordance with current federal,  
35 state, and local regulations and provisions, and following Best Management  
36 Practices. Disposal shall be made in a landfill which meets the liner and leachate  
37 standards of the Minimum Functional Standards, Chapter 173-304 WAC. The  
38 Contractor shall provide receipts from the disposal facility to the Engineer. If the  
39 material is transported to a transfer station, the Contractor shall obtain  
40 documentation indicating that final disposal will comply with the standards  
41 referenced above.

42  
43 (April 2, 2018)

44 All costs to comply with this special provision are incidental to the Contract and are  
45 the responsibility of the Contractor. The Contractor shall include all related costs in  
46 the associated bid prices of the Contract.

47  
48 **Load Limits**

49  
50 Section 1-07.7 is supplemented with the following:

51 (\*\*\*\*\*)

1 If the sources of materials provided by the Contractor necessitates hauling over roads  
2 other than Okanogan County Roads or State Highways, the Contractor shall, at the  
3 Contractor's expense, make all arrangements for the use of the haul routes.  
4

5 Any oversized load permits that may be required shall be at the Contractor's expense.  
6  
7

## 8 **Wages**

### 9 **General**

10 Section 1-07.9(1) is supplemented with the following:  
11

12 (January 6, 2020)

13 The Federal wage rates incorporated in this contract have been established by the  
14 Secretary of Labor under United States Department of Labor General Decision No.  
15 WA20200001.  
16

17 The State rates incorporated in this contract are applicable to all construction  
18 activities associated with this contract.  
19

### 20 **1-07.9(5) Required Documents**

21 (January 3, 2020 APWA GSP)  
22

23 Delete this section and replace it with the following:  
24

#### 25 **General**

26 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified  
27 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
28 submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit  
29 (PWIA) system.  
30

#### 31 **Intentions and Affidavits**

32 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to  
33 the Engineer the following for themselves and for each firm covered under RCW 39.12  
34 that will or has provided Work and materials for the Contract:  
35

- 36 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form  
37 number F700-029-000. The Contracting Agency will make no payment under this  
38 Contract until this statement has been approved by State L&I and reviewed by  
39 the Engineer.  
40
- 41 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number  
42 F700-007-000. The Contracting Agency will not grant Completion until all  
43 approved Affidavit of Wages paid for the Contractor and all Subcontractors have  
44 been received by the Engineer. The Contracting Agency will not release to the  
45 Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing  
46 Wages Paid" forms have been approved by State L&I and all of the approved  
47 forms have been submitted to the Engineer for every firm that worked on the  
48 Contract.  
49  
50  
51

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

#### **Certified Payrolls**

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

#### **Penalties for Noncompliance**

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

#### **Requirements for Nondiscrimination**

Section 1-07.11 is supplemented with the following:

(September 3, 2019)

##### Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

##### Women - Statewide

###### Timetable

###### Goal

Until further notice

6.9%

##### Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA

2.8

WA Spokane.

Non-SMSA Counties

3.0

WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

1	Richland, WA	
2	SMSA Counties:	
3	Richland Kennewick, WA	5.4
4	WA Benton; WA Franklin.	
5	Non-SMSA Counties	3.6
6	WA Walla Walla.	
7		
8	Yakima, WA:	
9	SMSA Counties:	
10	Yakima, WA	9.7
11	WA Yakima.	
12	Non-SMSA Counties	7.2
13	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
14		
15	Seattle, WA:	
16	SMSA Counties:	
17	Seattle Everett, WA	7.2
18	WA King; WA Snohomish.	
19	Tacoma, WA	6.2
20	WA Pierce.	
21	Non-SMSA Counties	6.1
22	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
23	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
24	Thurston; WA Whatcom.	
25		
26	Portland, OR:	
27	SMSA Counties:	
28	Portland, OR-WA	4.5
29	WA Clark.	
30	Non-SMSA Counties	3.8
31	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
32		

33 These goals are applicable to each nonexempt Contractor's total on-site construction  
34 workforce, regardless of whether or not part of that workforce is performing work on  
35 a Federal, or federally assisted project, contract, or subcontract until further notice.  
36 Compliance with these goals and time tables is enforced by the Office of Federal  
37 Contract compliance Programs.

38  
39 The Contractor's compliance with the Executive Order and the regulations in 41 CFR  
40 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,  
41 specific affirmative action obligations required by the specifications set forth in 41  
42 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female  
43 employment and training must be substantially uniform throughout the length of the  
44 contract, in each construction craft and in each trade, and the Contractor shall make  
45 a good faith effort to employ minorities and women evenly on each of its projects.  
46 The transfer of minority or female employees or trainees from Contractor to  
47 Contractor or from project to project for the sole purpose of meeting the Contractor's  
48 goal shall be a violation of the contract, the Executive Order and the regulations in  
49 41 CFR Part 60-4. Compliance with the goals will be measured against the total  
50 work hours performed.  
51

- 1 3. The Contractor shall provide written notification to the Office of Federal Contract  
2 Compliance Programs (OFCCP) within 10 working days of award of any construction  
3 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for  
4 construction work under the contract resulting from this solicitation. The notification  
5 shall list the name, address and telephone number of the Subcontractor; employer  
6 identification number of the Subcontractor; estimated dollar amount of the  
7 subcontract; estimated starting and completion dates of the subcontract; and the  
8 geographical area in which the contract is to be performed. The notification shall be  
9 sent to:

10  
11 U.S. Department of Labor  
12 Office of Federal Contract Compliance Programs Pacific Region  
13 Attn: Regional Director  
14 San Francisco Federal Building  
15 90 – 7<sup>th</sup> Street, Suite 18-300  
16 San Francisco, CA 94103(415) 625-7800 Phone  
17 (415) 625-7799 Fax  
18

- 19 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered  
20 Area is as designated herein.  
21

22 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
23 (Executive Order 11246)  
24

- 25 1. As used in these specifications:  
26

- 27 a. Covered Area means the geographical area described in the solicitation  
28 from which this contract resulted;  
29  
30 b. Director means Director, Office of Federal Contract Compliance Programs,  
31 United States Department of Labor, or any person to whom the Director  
32 delegates authority;  
33  
34 c. Employer Identification Number means the Federal Social Security number  
35 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury  
36 Department Form 941;  
37  
38 d. Minority includes:  
39  
40 (1) Black, a person having origins in any of the Black Racial Groups  
41 of Africa.  
42  
43 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of  
44 Mexican, Puerto Rican, Cuban, Central American, South  
45 American, or other Spanish origin.  
46  
47 (3) Asian or Pacific Islander, a person having origins in any of the  
48 original peoples of the Pacific rim or the Pacific Islands, the  
49 Hawaiian Islands and Samoa.  
50



- 1 (4) American Indian or Alaskan Native, a person having origins in any  
2 of the original peoples of North America, and who maintain cultural  
3 identification through tribal affiliation or community recognition.  
4
- 5 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of  
6 the work involving any construction trade, it shall physically include in each  
7 subcontract in excess of \$10,000 the provisions of these specifications and the  
8 Notice which contains the applicable goals for minority and female participation and  
9 which is set forth in the solicitations from which this contract resulted.  
10
- 11 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan  
12 approved by the U.S. Department of Labor in the covered area either individually or  
13 through an association, its affirmative action obligations on all work in the Plan area  
14 (including goals and timetables) shall be in accordance with that Plan for those trades  
15 which have unions participating in the Plan. Contractors must be able to demonstrate  
16 their participation in and compliance with the provisions of any such Hometown Plan.  
17 Each Contractor or Subcontractor participating in an approved Plan is individually  
18 required to comply with its obligations under the EEO clause, and to make a good  
19 faith effort to achieve each goal under the Plan in each trade in which it has  
20 employees. The overall good faith performance by other Contractors or  
21 Subcontractors toward a goal in an approved Plan does not excuse any covered  
22 Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan  
23 goals and timetables.  
24
- 25 4. The Contractor shall implement the specific affirmative action standards provided in  
26 paragraphs 7a through 7p of this Special Provision. The goals set forth in the  
27 solicitation from which this contract resulted are expressed as percentages of the  
28 total hours of employment and training of minority and female utilization the  
29 Contractor should reasonably be able to achieve in each construction trade in which  
30 it has employees in the covered area. Covered construction contractors performing  
31 construction work in geographical areas where they do not have a Federal or  
32 federally assisted construction contract shall apply the minority and female goals  
33 established for the geographical area where the work is being performed. The  
34 Contractor is expected to make substantially uniform progress in meeting its goals in  
35 each craft during the period specified.  
36
- 37 5. Neither the provisions of any collective bargaining agreement, nor the failure by a  
38 union with whom the Contractor has a collective bargaining agreement, to refer either  
39 minorities or women shall excuse the Contractor's obligations under these  
40 specifications, Executive Order 11246, or the regulations promulgated pursuant  
41 thereto.  
42
- 43 6. In order for the nonworking training hours of apprentices and trainees to be counted  
44 in meeting the goals, such apprentices and trainees must be employed by the  
45 Contractor during the training period, and the Contractor must have made a  
46 commitment to employ the apprentices and trainees at the completion of their  
47 training, subject to the availability of employment opportunities. Trainees must be  
48 trained pursuant to training programs approved by the U.S. Department of Labor.  
49
- 50 7. The Contractor shall take specific affirmative actions to ensure equal employment  
51 opportunity. The evaluation of the Contractor's compliance with these specifications  
52 shall be based upon its effort to achieve maximum results from its action. The

1 Contractor shall document these efforts fully, and shall implement affirmative action  
2 steps at least as extensive as the following:  
3

- 4 a. Ensure and maintain a working environment free of harassment,  
5 intimidation, and coercion at all sites, and in all facilities at which the  
6 Contractor's employees are assigned to work. The Contractor, where  
7 possible, will assign two or more women to each construction project. The  
8 Contractor shall specifically ensure that all foremen, superintendents, and  
9 other on-site supervisory personnel are aware of and carry out the  
10 Contractor's obligation to maintain such a working environment, with  
11 specific attention to minority or female individuals working at such sites or  
12 in such facilities.  
13
- 14 b. Establish and maintain a current list of minority and female recruitment  
15 sources, provide written notification to minority and female recruitment  
16 sources and to community organizations when the Contractor or its unions  
17 have employment opportunities available, and maintain a record of the  
18 organizations' responses.  
19
- 20 c. Maintain a current file of the names, addresses and telephone numbers of  
21 each minority and female off-the-street applicant and minority or female  
22 referral from a union, a recruitment source or community organization and  
23 of what action was taken with respect to each such individual. If such  
24 individual was sent to the union hiring hall for referral and was not referred  
25 back to the Contractor by the union or, if referred, not employed by the  
26 Contractor, this shall be documented in the file with the reason therefor,  
27 along with whatever additional actions the Contractor may have taken.  
28
- 29 d. Provide immediate written notification to the Director when the union or  
30 unions with which the Contractor has a collective bargaining agreement has  
31 not referred to the Contractor a minority person or woman sent by the  
32 Contractor, or when the Contractor has other information that the union  
33 referral process has impeded the Contractor's efforts to meet its obligations.  
34
- 35 e. Develop on-the-job training opportunity and/or participate in training  
36 programs for the area which expressly include minorities and women,  
37 including upgrading programs and apprenticeship and trainee programs  
38 relevant to the Contractor's employment needs, especially those programs  
39 funded or approved by the U.S. Department of Labor. The Contractor shall  
40 provide notice of these programs to the sources compiled under 7b above.  
41
- 42 f. Disseminate the Contractor's EEO policy by providing notice of the policy  
43 to unions and training programs and requesting their cooperation in  
44 assisting the Contractor in meeting its EEO obligations; by including it in  
45 any policy manual and collective bargaining agreement; by publicizing it in  
46 the company newspaper, annual report, etc.; by specific review of the policy  
47 with all management personnel and with all minority and female employees  
48 at least once a year; and by posting the company EEO policy on bulletin  
49 boards accessible to all employees at each location where construction  
50 work is performed.  
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- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 1 14. The Contractor shall designate a responsible official to monitor all employment  
2 related activity to ensure that the company EEO policy is being carried out, to submit  
3 reports relating to the provisions hereof as may be required by the government and  
4 to keep records. Records shall at least include, for each employee, their name,  
5 address, telephone numbers, construction trade, union affiliation if any, employee  
6 identification number when assigned, social security number, race, sex, status (e.g.,  
7 mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours  
8 worked per week in the indicated trade, rate of pay, and locations at which the work  
9 was performed. Records shall be maintained in an easily understandable and  
10 retrievable form; however, to the degree that existing records satisfy this requirement,  
11 the Contractors will not be required to maintain separate records.  
12  
13 15. Nothing herein provided shall be construed as a limitation upon the application of  
14 other laws which establish different standards of compliance or upon the application  
15 of requirements for the hiring of local or other area residents (e.g., those under the  
16 Public Works Employment Act of 1977 and the Community Development Block Grant  
17 Program).  
18  
19 16. Additional assistance for Federal Construction Contractors on contracts  
20 administered by Washington State Department of Transportation or by Local  
21 Agencies may be found at:

22  
23 Washington State Dept. of Transportation  
24 Office of Equal Opportunity  
25 PO Box 47314  
26 310 Maple Park Ave. SE  
27 Olympia WA  
28 98504-7314  
29 Ph: 360-705-7090  
30 Fax: 360-705-6801  
31 <http://www.wsdot.wa.gov/equalopportunity/default.htm>  
32

33 **1-07.11 Requirements for Nondiscrimination**  
34 *(October 1, 2020 APWA GSP, Option B)*  
35

36 Supplement this section with the following:  
37

38 ***Disadvantaged Business Enterprise Participation***

39 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and  
40 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.  
41 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this  
42 Contract. Failure to comply with the requirements of this Specification may result in your  
43 Bid being found to be nonresponsive resulting in rejection or other sanctions as provided  
44 by Contract.  
45

46 **DBE Abbreviations and Definitions**

47 **Broker** – A business firm that provides a bona fide service, such as professional,  
48 technical, consultant or managerial services and assistance in the procurement  
49 of essential personnel, facilities, equipment, materials, or supplies required for  
50 the performance of the Contract; or, persons/companies who arrange or  
51 expedite transactions.  
52



1 **Certified Business Description** – Specific descriptions of work the DBE is  
2 certified to perform, as identified in the Certified Firm Directory, under the Vendor  
3 Information page.  
4

5 **Certified Firm Directory** – A database of all Minority, Women, and  
6 Disadvantaged Business Enterprises currently certified by Washington State.  
7 The on-line Directory is available to Bidders for their use in identifying and  
8 soliciting interest from DBE firms. The database is located under the Firm  
9 Certification section of the Diversity Management and Compliance System web  
10 page at: <https://omwbe.diversitycompliance.com>.  
11

12 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines  
13 commercially useful function as: *"A DBE performs a commercially useful function*  
14 *when it is responsible for execution of the work of the contract and is carrying*  
15 *out its responsibilities by actually performing, managing, and supervising the*  
16 *work involved. To perform a commercially useful function, the DBE must also be*  
17 *responsible, with respect to materials and supplies used on the contract, for*  
18 *negotiating price, determining quality and quantity, ordering the material, and*  
19 *installing (where applicable) and paying for the material itself. To determine*  
20 *whether a DBE is performing a commercially useful function, you must evaluate*  
21 *the amount of work subcontracted, industry practices, whether the amount the*  
22 *firm is to be paid under the contract is commensurate with the work it is actually*  
23 *performing and the DBE credit claimed for its performance of the work, and other*  
24 *relevant factors."*  
25

26 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the  
27 Washington State Office of Minority and Women's Business Enterprises, as  
28 meeting the criteria outlined in 49 CFR 26 regarding DBE certification.  
29

30 **Force Account Work** – Work measured and paid in accordance with Section 1-  
31 09.6.  
32

33 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other  
34 requirements of this part which, by their scope, intensity, and appropriateness to  
35 the objective, can reasonably be expected to fulfill the program requirement.  
36

37 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or  
38 establishment that produces on the premises the materials, supplies, articles, or  
39 equipment required under the Contract. A DBE Manufacturer shall produce  
40 finished goods or products from raw or unfinished material or purchase and  
41 substantially alters goods and materials to make them suitable for construction  
42 use before reselling them.  
43

44 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a  
45 reasonable fee shall not exceed 5% of the total cost of the goods or services  
46 brokered.  
47

48 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,  
49 warehouse, or other establishment in which the materials or supplies required  
50 for the performance of a Contract are bought, kept in stock, and regularly sold  
51 to the public in the usual course of business. To be a Regular Dealer, the DBE  
52 firm must be an established regular business that engages in as its principal

business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

**DBE Commitment** – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

**DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a percentage of the Contract. Initially, this is the minimum amount that the Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE).

#### **DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: \*\*\* \$\$1\$\$ \*\*\*

#### **Crediting DBE Participation**

Subcontractors proposed as COA must be certified prior to the due date for bids or the Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

DBE participation is only credited upon payment to the DBE.

The following are some definitions of what may be counted as DBE participation.

#### **DBE Prime Contractor**

Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

#### **DBE Subcontractor**

Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces and is certified to perform. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

1 The supplies, materials, and equipment purchased or leased from the  
2 Contractor or its affiliate, including any Contractor's resources available to DBE  
3 subcontractors at no cost, shall not be credited.  
4

5 DBE credit will not be given in instances where the equipment lease includes  
6 the operator. The DBE is expected to operate the equipment used in the  
7 performance of its work under the contract with its own forces. Situations where  
8 equipment is leased and used by the DBE, but payment is deducted from the  
9 Contractor's payment to the DBE is not allowed.  
10

11 When the subcontractor is part of a DBE Commitment, the following apply:  
12

- 13 1. If a DBE subcontracts a portion of the Work of its contract to another  
14 firm, the value of the subcontracted Work may be counted toward the  
15 DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.  
16
- 17 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may  
18 be counted toward the DBE COA Goal.  
19
- 20 3. Work subcontracted to a non-DBE does not count towards the DBE  
21 COA Goal.  
22

#### 23 **DBE Subcontract and Lower Tier Subcontract Documents**

24 There must be a subcontract agreement that complies with 49 CFR Part 26 and  
25 fully describes the distinct elements of Work committed to be performed by the  
26 DBE.  
27

#### 28 **DBE Service Provider**

29 The value of fees or commissions charged by a DBE firm behaving in a manner  
30 of a Broker, or another service provider for providing a bona fide service, such  
31 as professional, technical, consultant, managerial services, or for providing  
32 bonds or insurance specifically required for the performance of the contract will  
33 only be credited as DBE participation, if the fee/commission is determined by  
34 the Contracting Agency to be reasonable and the firm has performed a CUF.  
35

#### 36 **Force Account Work**

37 When the Bidder elects to utilize force account Work to meet the DBE COA Goal,  
38 as demonstrated by listing this force account Work on the DBE Utilization  
39 Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of  
40 the Proposal amount shall be credited toward the Bidder's Commitment to meet  
41 the DBE COA Goal.  
42

43 One hundred percent of the actual amounts paid to the DBE for the force  
44 account Work shall be credited towards the DBE COA Goal or DBE participation.  
45

#### 46 **Temporary Traffic Control**

47 If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic  
48 Control Supervisor (TCS) and flagger, which are under the direct control of the  
49 DBE. The DBE firm shall also provide all flagging equipment for it's employees  
50 (e.g. paddles, hard hats, and vests).  
51

If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

### **Trucking**

DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the DBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract.

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers.

### **DBE Manufacturer and DBE Regular Dealer**

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the

1 job site, may count towards the DBE COA Goal provided the fees are not  
2 excessive as compared with fees customarily allowed for similar services.  
3 Documentation will be required to support the fee/commission charged by the  
4 DBE. The cost of the materials and supplies themselves cannot be counted  
5 toward the DBE COA Goal.  
6

7 Note: Requests to be listed as a Regular Dealer will only be processed if the  
8 requesting firm is a material supplier certified by the Office of Minority  
9 and Women's Business Enterprises in a NAICS code that falls within  
10 the 42XXXX NAICS Wholesale code section.  
11

### 12 **Disadvantaged Business Enterprise Utilization**

13 To be eligible for award of the Contract, the Bidder shall properly complete and  
14 submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the  
15 Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.  
16 The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder  
17 intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form  
18 272-056) is included in the Proposal package for this purpose as well as instructions  
19 on how to properly fill out the form.  
20

21 The Bidder is advised that the items listed below when listed in the Utilization  
22 Certification must have their amounts reduced to the percentages shown and those  
23 reduced amounts will be the amount applied towards meeting the DBE COA Goal.  
24

- 25 • Force account at 50%
- 26 • Regular dealer at 60%
- 27

28 In the event of arithmetic errors in completing the DBE Utilization Certification, the  
29 amount listed to be applied towards the DBE COA Goal for each DBE shall govern  
30 and the DBE total amount shall be adjusted accordingly.  
31

32 Note: The Contracting Agency shall consider as non-responsive and shall  
33 reject any Bid Proposal submitted that does not contain a DBE  
34 Utilization Certification Form that accurately demonstrates how the  
35 Bidder intends to meet the DBE COA Goal.  
36

### 37 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

38 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written  
39 Confirmation Document (completed and signed by the DBE) for each DBE firm listed  
40 in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure  
41 to do so will result in the associated participation being disallowed, which may cause  
42 the Bid to be determined to be nonresponsive resulting in Bid rejection.  
43

44 The Confirmation Documents provide confirmation from the DBEs that they are  
45 participating in the Contract as provided in the Bidder's Commitment. The  
46 Confirmation Documents must be consistent with the Utilization Certification.  
47

48 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the  
49 Proposal package for this purpose.  
50

51 The form(s) shall be received as specified in the special provisions for Section 1-02.9  
52 Delivery of Proposal.

1  
2 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation  
3 Document with any part of the form left blank. Should the Contracting Agency  
4 determine that an incomplete Written Confirmation Document was signed by a DBE,  
5 the validity of the document comes into question. The associated DBE participation  
6 may not receive credit.  
7

### 8 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

9 The successful Bidder shall be selected on the basis of having submitted the lowest  
10 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA  
11 Goal. The Contracting Agency, at any time during the selection process, may request  
12 a breakdown of the bid items and amounts that are counted towards the overall  
13 contract goal for any of the DBEs listed on the DBE Utilization Certification.  
14

15 Achieving the DBE COA Goal may be accomplished in one of two ways:  
16

17 1. By meeting the DBE COA Goal

18 Submission of the DBE Utilization Certification, supporting DBE Written  
19 Confirmation Document(s) showing the Bidder has obtained enough DBE  
20 participation to meet or exceed the DBE COA Goal, the DBE Bid Item  
21 Breakdown and the DBE Trucking Credit Form, if applicable.  
22

23 2. By documentation that the Bidder made adequate GFE to meet the DBE  
24 COA Goal

25 The Bidder may demonstrate a GFE in whole or part through GFE  
26 documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient  
27 DBE participation have been unsuccessful. The Bidder must supply GFE  
28 documentation in addition to the DBE Utilization Certification, supporting  
29 DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form  
30 and the DBE Trucking Credit Form, if applicable.  
31

32 Note: In the case where a Bidder is awarded the contract based on  
33 demonstrating adequate GFE, the advertised DBE COA Goal will not  
34 be reduced. The Bidder shall demonstrate a GFE during the life of the  
35 Contract to attain the advertised DBE COA Goal.  
36

37 GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking  
38 Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.  
39

40 The Contracting Agency will review the GFE documentation and will determine if the  
41 Bidder made an adequate good faith effort.  
42

### 43 **Good Faith Effort (GFE) Documentation**

44 GFE is evaluated when:  
45

- 46 1. Determining award of a Contract that has COA goal,
- 47 2. When a COA DBE is terminated and substitution is required, and
- 48 3. Prior to Physical Completion when determining whether the Contractor has
- 49 satisfied its DBE commitments.
- 50
- 51
- 52

1 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,  
2 demonstrate adequate good faith efforts. The following is a list of types of actions,  
3 which would be considered as part of the Bidder's GFE to achieve DBE participation.  
4 It is not intended to be a mandatory checklist, nor is it intended to be exclusive or  
5 exhaustive. Other factors or types of efforts may be relevant in appropriate cases.  
6

- 7 1. Soliciting through all reasonable and available means (e.g. attendance at  
8 pre-bid meetings, advertising and/or written notices) the interest of all  
9 certified DBEs who have the capability to perform the Work of the Contract.  
10 The Bidder must solicit this interest within sufficient time to allow the DBEs  
11 to respond to the solicitation. The Bidder must determine with certainty if  
12 the DBEs are interested by taking appropriate steps to follow up initial  
13 solicitations.  
14
- 15 2. Selecting portions of the Work to be performed by DBEs in order to increase  
16 the likelihood that the DBE COA Goal will be achieved. This includes, where  
17 appropriate, breaking out contract Work items into economically feasible  
18 units to facilitate DBE participation, even when the Bidder might otherwise  
19 prefer to perform these Work items with its own forces.  
20
- 21 3. Providing interested DBEs with adequate information about the Plans,  
22 Specifications, and requirements of the Contract in a timely manner to  
23 assist them in responding to a solicitation.  
24
- 25 a. Negotiating in good faith with interested DBEs. It is the Bidder's  
26 responsibility to make a portion of the Work available to DBE  
27 subcontractors and suppliers and to select those portions of the Work  
28 or material needs consistent with the available DBE subcontractors and  
29 suppliers, so as to facilitate DBE participation. Evidence of such  
30 negotiation includes the names, addresses, and telephone numbers of  
31 DBEs that were considered; a description of the information provided  
32 regarding the Plans and Specifications for the Work selected for  
33 subcontracting; and evidence as to why additional agreements could  
34 not be reached for DBEs to perform the Work.  
35
- 36 b. A Bidder using good business judgment would consider a number of  
37 factors in negotiating with subcontractors, including DBE  
38 subcontractors, and would take a firm's price and capabilities as well  
39 as the DBE COA Goal into consideration. However, the fact that there  
40 may be some additional costs involved in finding and using DBEs is not  
41 in itself sufficient reason for a Bidder's failure to meet the DBE COA  
42 Goal, as long as such costs are reasonable. Also, the ability or desire  
43 of a Bidder to perform the Work of a Contract with its own organization  
44 does not relieve the Bidder of the responsibility to make Good Faith  
45 Efforts. Bidders are not, however, required to accept higher quotes  
46 from DBEs if the price difference is excessive or unreasonable.  
47
- 48 4. Not rejecting DBEs as being unqualified without sound reasons based on a  
49 thorough investigation of their capabilities. The Bidder's standing within its  
50 industry, membership in specific groups, organizations, or associations and  
51 political or social affiliations (for example union vs. non-union employee



status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

#### **Administrative Reconsideration of GFE Documentation**

A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate.

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

#### **DBE Bid Item Breakdown**

The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

#### **DBE Trucking Credit Form**

The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

#### **Procedures between Award and Execution**

After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.

#### **Procedures after Execution**

##### **Commercially Useful Function (CUF)**

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation.

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

#### **UDBE/DBE/FSBE Truck Unit Listing Log**

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit. The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed.

#### **Joint Checking**

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement

1 between the parties involved, including the conditions of the arrangement and  
2 expected use of the joint checks.  
3

4 The approval to use joint checks and the use will be closely monitored by the  
5 Engineer. To receive DBE credit for performing a CUF with respect to obtaining  
6 materials and supplies, a DBE must "be responsible for negotiating price,  
7 determining quality and quantity, ordering the material, installing and paying for  
8 the material itself." The Contractor shall submit DBE Joint Check Request Form  
9 to the Engineer and be in receipt of written approval prior to using a joint check.  
10

11 Material costs paid by the Contractor directly to the material supplier are not  
12 allowed. If proper procedures are not followed or the Engineer determines that  
13 the arrangement results in lack of independence for the DBE involved, no DBE  
14 credit will be given for the DBE's participation as it relates to the material cost.  
15

#### 16 **Prompt Payment**

17 Prompt payment to all subcontractors shall be in accordance with Section 1-  
18 08.1. Prompt payment requirements apply to progress payments as well as  
19 return of retainage.  
20

#### 21 **Subcontracts**

22 Prior to a DBE performing Work on the Contract, an executed subcontract  
23 between the DBE and the Contractor shall be submitted to the Engineer. The  
24 executed subcontracts shall be submitted by email to the following email  
25 address  
26

27 \*\*\*sstidman@co.okanogan.wa.us \*\*\*  
28

29 The prime contractor shall notify the Engineer in writing within five calendar days  
30 of subcontract submittal.  
31

#### 32 **Reporting**

33 The Contractor and all subcontractors/suppliers/service providers that utilize  
34 DBEs to perform work on the project, shall maintain appropriate records that will  
35 enable the Engineer to verify DBE participation throughout the life of the project.  
36  
37

38 Refer to Section 1-08.1 for additional reporting requirements associated with this  
39 contract.  
40

#### 41 **Changes in COA Work Committed to DBE**

42 The Contractor shall utilize the COA DBEs to perform the work and supply the  
43 materials for which each is committed unless prior written approval by the Engineer  
44 is received by the Contractor. The Contractor shall not be entitled to any payment  
45 for work or material completed by the Contractor or subcontractors that was  
46 committed to be completed by the COA DBEs in the DBE Utilization Certification  
47 form.  
48

#### 49 **Owner Initiated Changes**

50 In instances where the Engineer makes changes that result in changes to Work  
51 that was committed to a COA DBE the Contractor may be directed to substitute  
52 for the Work.

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8  
**Contractor Initiated Changes**

The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

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10  
11  
12  
13  
**Original Quantity Underruns**

In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor may be required to substitute other remaining Work to another DBE.

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16  
17  
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19  
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21  
**Contractor Proposed DBE Substitutions**

Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires prior written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall have been certified prior to the bid opening on the Contract.

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23  
24  
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26  
27  
28  
29  
**DBE Termination**

Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Engineer. If the Contractor terminates a COA DBE without the prior written approval of the Engineer, the Contractor shall not be entitled to payment for work or material committed to, but not performed/supplied by the COA DBE. In addition, sanctions may apply as described elsewhere in this specification.

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so. The DBE shall have five (5) days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

If the request for termination is approved, the Contractor is required to substitute with another DBE to perform at least the same amount of work as the DBE that was terminated (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination. The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification.

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The Contractor must have good cause to terminate a COA DBE.

Good cause typically includes situations where the DBE Subcontractor is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.

- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

#### **Decertification**

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

#### **Consequences of Non-Compliance**

##### **Breach of Contract**

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the

1 award and administration of DOT-assisted contracts. Failure by the Contractor  
2 to carry out these requirements is a material breach of this Contract, which may  
3 result in the termination of this Contract or such other remedy as the recipient  
4 deems appropriate, which may include, but is not limited to:

- 5  
6 (1) Withholding monthly progress payments;  
7  
8 (2) Assessing sanctions;  
9  
10 (3) Liquidated damages; and/or  
11  
12 (4) Disqualifying the Contractor from future bidding as non-responsible.  
13

14 **Notice**

15 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service  
16 provider is deemed to be in non-compliance, the Contractor will be informed in  
17 writing, by certified mail by the Engineer that sanctions will be imposed for failure  
18 to meet the DBE COA Commitment and/or submit documentation of good faith  
19 efforts. The notice will state the specific sanctions to be imposed which may  
20 include impacting a Contractor or other entity's ability to participate in future  
21 contracts.  
22

23 **Sanctions**

24 If it is determined that the Contractor's failure to meet all or part of the DBE COA  
25 Commitment is due to the Contractor's inadequate good faith efforts throughout the  
26 life of the Contract, including failure to submit timely, required Good Faith Efforts  
27 information and documentation, the Contractor may be required to pay DBE penalty  
28 equal to the amount of the unmet Commitment, in addition to the sanctions outlined  
29 in Section 1-07.11(5).  
30

31 **Payment**

32 Compensation for all costs involved with complying with the conditions of this  
33 Specification and any other associated DBE requirements is included in payment for  
34 the associated Contract items of Work, except otherwise provided in the  
35 Specifications.  
36

37 **Federal Agency Inspection**

38  
39 Section 1-07.12 is supplemented with the following:  
40

41 ***(January 25, 2016)***

42 ***Required Federal Aid Provisions***

43 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
44 Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions  
45 of the Standard Specifications and are made a part of this Contract; provided, however,  
46 that if any of the provisions of FHWA 1273, as amended, are less restrictive than  
47 Washington State Law, then the Washington State Law shall prevail.  
48

49 The provisions of FHWA 1273, as amended, included in this Contract require that the  
50 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together  
51 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall  
52 be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273

1 and amendments thereto in any lower tier Subcontracts, together with the wage rates.  
2 The Contractor shall also ensure that this section, REQUIRED FEDERAL AID  
3 PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier  
4 Subcontractors. For this purpose, upon request to the Engineer, the Contractor will be  
5 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable  
6 wage rates, and this Special Provision.  
7

## 8 **Utilities and Similar Facilities**

9

10 Section 1-07.17 is supplemented with the following:

11  
12 (April 2, 2007)

13 Locations and dimensions shown in the Plans for existing facilities are in accordance with  
14 available information obtained without uncovering, measuring, or other verification.  
15

16 The following addresses and telephone numbers of utility companies known or suspected  
17 of having facilities within the project limits are supplied for the Contractor's convenience:  
18

19 \*\*\*Zipty Fiber  
20 Homero Gonzales  
21 509-663-4067  
22

23 Century Link  
24 Robert Fraley  
25 509-235-3308  
26

27 Okanogan County PUD  
28 Allen Allie  
29 509-422-8407  
30

31 Brewster Flats Irrigation District  
32 Darrin  
33 509-449-9408 \*\*\*  
34

## 35 **1-07.18 Public Liability and Property Damage Insurance**

36

37 Delete this section in its entirety, and replace it with the following:

### 38 39 **1-07.18 Insurance**

40 *(January 4, 2016 APWA GSP)*  
41

#### 42 **1-07.18(1) General Requirements**

- 43 A. The Contractor shall procure and maintain the insurance described in all subsections of  
44 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best  
45 rating of not less than A-: VII and licensed to do business in the State of Washington.  
46 The Contracting Agency reserves the right to approve or reject the insurance provided,  
47 based on the insurer's financial condition.  
48  
49 B. The Contractor shall keep this insurance in force without interruption from the  
50 commencement of the Contractor's Work through the term of the Contract and for thirty  
51 (30) days after the Physical Completion date, unless otherwise indicated below.  
52



- 1 C. If any insurance policy is written on a claims made form, its retroactive date, and that of  
2 all subsequent renewals, shall be no later than the effective date of this Contract. The  
3 policy shall state that coverage is claims made, and state the retroactive date. Claims-  
4 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
5 following the Completion Date or earlier termination of this Contract, and the Contractor  
6 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
7 claims made form of coverage becomes unavailable, or economically prohibitive, the  
8 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
9 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
10 liability for services performed.  
11  
12 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
13 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
14 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
15 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
16 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
17 with it.  
18  
19 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
20 written notice of any policy cancellation, within two business days of their receipt of such  
21 notice.  
22  
23 F. The Contractor shall not begin work under the Contract until the required insurance has  
24 been obtained and approved by the Contracting Agency  
25  
26 G. Failure on the part of the Contractor to maintain the insurance as required shall  
27 constitute a material breach of contract, upon which the Contracting Agency may, after  
28 giving five business days' notice to the Contractor to correct the breach, immediately  
29 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
30 and all premiums in connection therewith, with any sums so expended to be repaid to the  
31 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
32 offset against funds due the Contractor from the Contracting Agency.  
33  
34 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
35 of the Contract and no additional payment will be made.  
36

37 **1-07.18(2) Additional Insured**

38 All insurance policies, with the exception of Workers Compensation, and of Professional  
39 Liability and Builder's Risk (if required by this Contract) shall name the following listed  
40 entities as additional insured(s) using the forms or endorsements required herein:

- 41     ▪ the Contracting Agency and its officers, elected officials, employees, agents, and  
42     volunteers

43 The above-listed entities shall be additional insured(s) for the full available limits of liability  
44 maintained by the Contractor, irrespective of whether such limits maintained by the  
45 Contractor are greater than those required by this Contract, and irrespective of whether the  
46 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits  
47 lower than those maintained by the Contractor.  
48

49 For Commercial General Liability insurance coverage, the required additional insured  
50 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
51 operations and CG 20 37 10 01 for completed operations.  
52

1 **1-07.18(3) Subcontractors**

2 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage  
3 that complies with all applicable requirements of the Contractor-provided insurance as set  
4 forth herein, except the Contractor shall have sole responsibility for determining the limits of  
5 coverage required to be obtained by Subcontractors.  
6

7 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in  
8 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by  
9 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20  
10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.  
11

12 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
13 Agency evidence of insurance and copies of the additional insured endorsements of each  
14 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
15

16 **1-07.18(4) Verification of Coverage**

17 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
18 endorsements for each policy of insurance meeting the requirements set forth herein when  
19 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to  
20 demand such verification of coverage with these insurance requirements or failure of  
21 Contracting Agency to identify a deficiency from the insurance documentation provided shall  
22 not be construed as a waiver of Contractor's obligation to maintain such insurance.  
23

24 Verification of coverage shall include:

- 25 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 26 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
27 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may  
28 submit a copy of any blanket additional insured clause from its policies instead of a  
29 separate endorsement.
- 30 3. Any other amendatory endorsements to show the coverage required herein.
- 31 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy  
32 these requirements – actual endorsements must be submitted.  
33

34 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
35 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is  
36 required on this Project, a full and certified copy of that policy is required when the  
37 Contractor delivers the signed Contract for the work.  
38

39 **1-07.18(5) Coverages and Limits**

40 The insurance shall provide the minimum coverages and limits set forth below. Contractor's  
41 maintenance of insurance, its scope of coverage, and limits as required herein shall not be  
42 construed to limit the liability of the Contractor to the coverage provided by such insurance,  
43 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in  
44 equity.  
45

46 All deductibles and self-insured retentions must be disclosed and are subject to approval by  
47 the Contracting Agency. The cost of any claim payments falling within the deductible or self-  
48 insured retention shall be the responsibility of the Contractor. In the event an additional  
49 insured incurs a liability subject to any policy's deductibles or self-insured retention, said  
50 deductibles or self-insured retention shall be the responsibility of the Contractor.

1  
2 **1-07.18(5)A Commercial General Liability**

3 Commercial General Liability insurance shall be written on coverage forms at least as broad  
4 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,  
5 operations, stop gap liability, independent contractors, products-completed operations,  
6 personal and advertising injury, and liability assumed under an insured contract. There shall  
7 be no exclusion for liability arising from explosion, collapse or underground property  
8 damage.  
9

10 The Commercial General Liability insurance shall be endorsed to provide a per project  
11 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
12

13 Contractor shall maintain Commercial General Liability Insurance arising out of the  
14 Contractor's completed operations for at least three years following Substantial Completion  
15 of the Work.  
16

17 Such policy must provide the following minimum limits:

18	\$1,000,000	Each Occurrence
19	\$2,000,000	General Aggregate
20	\$2,000,000	Products & Completed Operations Aggregate
21	\$1,000,000	Personal & Advertising Injury each offence
22	\$1,000,000	Stop Gap / Employers' Liability each accident

23

24 **1-07.18(5)B Automobile Liability**

25 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be  
26 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the  
27 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
28 endorsements.  
29

30 Such policy must provide the following minimum limit:

31	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

32

33 **1-07.18(5)C Workers' Compensation**

34 The Contractor shall comply with Workers' Compensation coverage as required by the  
35 Industrial Insurance laws of the State of Washington.  
36

37 **Public Convenience and Safety**

38  
39 ***Construction Under Traffic***

40  
41 Section 1-07.23(1) is supplemented with the following:

42  
43 **(February 3, 2020)**

44 **Work Zone Clear Zone**

45 The Work Zone Clear Zone (WZCZ) applies during working and nonworking  
46 hours. The WZCZ applies only to temporary roadside objects introduced by the  
47 Contractor's operations and does not apply to preexisting conditions or  
48 permanent Work. Those work operations that are actively in progress shall be in  
49 accordance with adopted and approved Traffic Control Plans, and other contract  
50 requirements.  
51

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

**Minimum Work Zone Clear Zone Distance**

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** (May 25, 2006 APWA GSP)

Add the following new section:

#### **1-08.0(1) Preconstruction Conference** (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;

2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

**1-08.0(2) Hours of Work**

*(December 8, 2014 APWA GSP)*

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than \*\*\*2 days\*\*\* prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

#### **1-08.1 Subcontracting**

*(December 19, 2019 APWA GSP, Option A)*

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

#### **Progress Schedule**

##### **Progress Schedule Types**

##### **1-08.3(2)A Type A Progress Schedule**

*(March 13, 2012 APWA GSP)*

Revise this section to read:

1 The Contractor shall submit 1 copies of a Type A Progress Schedule no later than at the  
2 preconstruction conference, or some other mutually agreed upon submittal time. The  
3 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
4 schedule format. Regardless of which format used, the schedule shall identify the critical  
5 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the  
6 schedule for corrections within 15 calendar days of receiving the submittal.

## 7 8 **Prosecution of Work**

9  
10 The first sentence of Section 1-08.4 is revised to read:

11  
12 (\*\*\*\*\*)

13 The Contractor shall begin work on \*\*\*April 4, 2021\*\*\*, unless otherwise approved by the  
14 Engineer.

## 15 16 17 **Time for Completion**

18  
19 The third paragraph of Section 1-08.5 is revised to read:

20  
21  
22 (\*\*\*\*\*)

23 Contract time shall begin on the first working day. The first working day shall be\*\*\*  
24 April 4, 2021\*\*\*, unless otherwise approved by the Engineer.

25  
26 Section 1-08.5 is supplemented with the following:

27 (March 13, 1995)

28 This project shall be physically completed within \*\*\* sixty five (65) \*\*\* working days.

## 29 30 31 32 **Liquidated Damages**

33  
34 Section 1-08.9 is supplemented with the following:

35  
36 (September 8, 2020)

37 Liquidated damages in the amount of \*\*\* \$2850.00\*\*\* per working day will be assessed  
38 for failure to physically complete the Contract within the physical completion time  
39 specified.

## 40 41 **Measurement and Payment**

### 42 43 **Weighing Equipment**

#### 44 45 **1-09.2(1) General Requirements for Weighing Equipment**

46 (*July 23, 2015 APWA GSP, Option 2*)

47  
48 Revise item 4 of the fifth paragraph to read:

- 49  
50 4. Test results and scale weight records for each day's hauling operations are provided  
51 to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's  
52 Daily Report, unless the printed ticket contains the same information that is on the

1 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare  
2 weights for each truck on the printed ticket.

3  
4 **1-09.2(5) Measurement**

5 *(May 2, 2017 APWA GSP)*  
6

7 Revise the first paragraph to read:  
8

9 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform  
10 verification checks on the accuracy of each batch, hopper, or platform scale used in weighing  
11 contract items of Work.  
12

13 **1-09.6 Force Account**

14 *(October 10, 2008 APWA GSP)*  
15

16 Supplement this section with the following:  
17

18 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
19 all items to be paid per force account, only to provide a common proposal for Bidders. All  
20 such dollar amounts are to become a part of Contractor's total bid. However, the  
21 Contracting Agency does not warrant expressly or by implication, that the actual amount  
22 of work will correspond with those estimates. Payment will be made on the basis of the  
23 amount of work actually authorized by Engineer.  
24

25 **1-09.9 Payments**

26 *(March 13, 2012 APWA GSP)*  
27

28 Delete the first four paragraphs and replace them with the following:  
29

30 The basis of payment will be the actual quantities of Work performed according to the  
31 Contract and as specified for payment.  
32

33 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
34 Preconstruction Conference, to enable the Project Engineer to determine the Work  
35 performed on a monthly basis. A breakdown is not required for lump sum items that  
36 include a basis for incremental payments as part of the respective Specification. Absent  
37 a lump sum breakdown, the Project Engineer will make a determination based on  
38 information available. The Project Engineer's determination of the cost of work shall be  
39 final.  
40

41 Progress payments for completed work and material on hand will be based upon  
42 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
43 established at the preconstruction conference.  
44

45 The initial progress estimate will be made not later than 30 days after the Contractor  
46 commences the work, and successive progress estimates will be made every month  
47 thereafter until the Completion Date. Progress estimates made during progress of the  
48 work are tentative, and made only for the purpose of determining progress payments.  
49 The progress estimates are subject to change at any time prior to the calculation of the  
50 final payment.



The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

### ***Retainage***

Section 1-09.9(1) content and title is deleted and replaced with the following:

**(June 27, 2011)  
Vacant**

### **Disputes and Claims**

#### **1-09.11(3) Time Limitation and Jurisdiction** *(November 30, 2018 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with

1 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting  
2 Agency to have timely access to any records deemed necessary by the Contracting  
3 Agency to assist in evaluating the claims or action.  
4

## 5 **Claims and Resolution**

6

### 7 **1-09.13(3) Claims \$250,000 or Less**

8 *(October 1, 2005 APWA GSP)*  
9

10 Delete this section and replace it with the following:

11  
12 The Contractor and the Contracting Agency mutually agree that those claims that total  
13 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by  
14 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually  
15 agree in writing to resolve the claim through binding arbitration.  
16

### 17 **1-09.13(3)A Administration of Arbitration**

18 *(November 30, 2018 APWA GSP)*  
19

20 Revise the third paragraph to read:

21  
22 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
23 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
24 the Superior Court of the county in which the Contracting Agency's headquarters is  
25 located, provided that where claims subject to arbitration are asserted against a county,  
26 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
27 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
28 use the Contract as a basis for decisions.  
29

## 30 **Temporary Traffic Control**

## 31 **Traffic Control Management**

32

### 33 **General**

34

35  
36 Section 1-10.2(1) is supplemented with the following:

37  
38 (January 3, 2017)

39 Only training with WSDOT TCS card and WSDOT training curriculum is recognized  
40 in the State of Washington. The Traffic Control Supervisor shall be certified by one  
41 of the following:  
42

43 The Northwest Laborers-Employers Training Trust  
44 27055 Ohio Ave.  
45 Kingston, WA 98346  
46 (360) 297-3035  
47

48 Evergreen Safety Council  
49 12545 135<sup>th</sup> Ave. NE  
50 Kirkland, WA 98034-8709  
51 1-800-521-0778  
52

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701

## **Traffic Control Labor, Procedures and Devices**

### **Traffic Control Procedures**

#### **One-way Traffic Control**

Section 1-10.3(2)A is supplemented with the following:

(\*\*\*\*\*)

The Contractor will not be permitted to close any of the county roads included in this project within the project limits. One-way traffic must be kept open during working hours and two-way traffic restored at the end of each working day. Access to County road intersections, local farms and residences shall be kept open at all times, unless otherwise approved by the Engineer.

### **Measurement**

#### ***Reinstating Unit Items With Lump Sum Traffic Control***

Section 1-10.4(3) is supplemented with the following:

(August 2, 2004)

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

\*\*\* Traffic Control Supervisor and Flaggers \*\*\*

## **Division 2 Earthwork**

### **Clearing, Grubbing, and Roadside Cleanup**

#### **Description**

Section 2-01.1 is supplemented with the following:

(March 13, 1995)

Clearing and grubbing on this project shall be performed within the following limits:

1 \*\*\* Within the limits of existing Right of Way, and construction Limits as shown on the plans.  
2 This work includes the removal and trimming of all trees and/or other vegetation removal  
3 shown on the plans or required to build the improvements.  
4

5 The Contractor shall clear and grub as necessary to prepare the project area for grading,  
6 drainage, slopes, and all other items included for construction of the Work.  
7

8 The limits of clearing and grubbing shall be defined by the demolition limits as shown in the  
9 plans, and shall be staked and flagged by the Contractor for approval by the Engineer prior to  
10 construction. \*\*\*  
11

## 12 **2-01.2(1) Disposal Method No. 1 – Open Burning**

13 Section 2-01.2(1) is replaced with the following:  
14

15 (\*\*\*\*\*)

16 Open burning is prohibited under this contract.  
17  
18

## 19 **Roadway Excavation and Embankment**

### 20 **Description**

21  
22 Section 2-03.1 is supplemented with the following:  
23  
24

25 (\*\*\*\*\*)

#### 26 **Pulverize Existing Pavement**

27 This bid item shall include all work associated with pulverizing, placing, mixing,  
28 shaping, watering and compacting the existing surface and subgrade. The Contractor  
29 shall remove all existing improvements to the required depth by a method that does  
30 not damage the subgrade. One-hundred percent (100%) of the pulverized existing  
31 pavement shall pass a three-inch sieve. The pulverization depth shall be to the bottom  
32 of the existing pavement or six inches whichever is greater.  
33

34 Pulverized BST material used in shoulders and slopes shall have a minimum 6 inches  
35 cover of approved excavation material.  
36

#### 37 **Construction Traffic & Subgrade Condition**

38 The use of pneumatic wheel construction equipment, including, but not limited to,  
39 trucks, loaders, excavators and scrapers, shall be minimized on the exposed subgrade  
40 within the roadway section. Should the Contractor fail to utilize necessary caution to  
41 protect the subgrade or allow excessive use of pneumatic wheel construction  
42 equipment on the subgrade within the roadway section, all over excavation and deep  
43 stabilization shall be at the Contractors expense.  
44

45 The subgrade shall be **static** rolled with a smooth drum roller as much as practical  
46 without causing pumping to obtain compaction and create a smooth neat surface.  
47

### 48 **Measurement**

49  
50 Section 2-03.4 is supplemented with the following:  
51

52 (March 13, 1995)

1 Only one determination of the original ground elevation will be made on this project.  
2 Measurement for roadway excavation and embankment will be based on the original  
3 ground elevations recorded previous to the award of this contract. Control stakes will be  
4 set during construction to provide the Contractor with all essential information for the  
5 construction of excavation and embankments.  
6

7 If discrepancies are discovered in the ground elevations which will materially affect the  
8 quantities of earthwork, the original computations of earthwork quantities will be adjusted  
9 accordingly.  
10

11 Earthwork quantities will be computed, either manually or by means of electronic data  
12 processing equipment, by use of the average end area method or by the finite element  
13 analysis method utilizing digital terrain modeling techniques.  
14

15 Copies of the ground cross-section notes will be available for the bidder's inspection,  
16 before the opening of bids, at the Engineer's office and at the Region office.  
17

18 Upon award of the contract, copies of the original ground cross-sections will be furnished  
19 to the successful bidder on request to the Engineer.  
20

## 21 **2-07 Watering**

### 22 **2-07.1 Description**

23 Section 2-07.1 Description is supplemented with the following:  
24

25 (\*\*\*\*\*)  
26

27 No source of water is available through the Contracting Agency. The Contractor shall  
28 arrange for its own source of water. Withdrawal, tank filling, access and haul roads  
29 needed for the delivery of water to the project areas will also be the responsibility of  
30 the Contractor. The Contractor shall leave the area of withdrawal clean and free of  
31 ruts, mud, debris and litter.  
32

33 The Contractor shall, at no expense to the Contracting Agency, make all necessary  
34 arrangements for obtaining the water, shall ensure the quantity of suitable water is  
35 available, and shall submit to the Engineer proof of water rights granted that source  
36 by the Department of Ecology. The Contractor shall obtain Change Applications for  
37 an existing water right holder, Temporary Permits, or other permits necessary for use  
38 of the source. Use of materials from such sources will not be allowed until the source  
39 is approved and authority granted for the use thereof.  
40

41 **All water sources must be approved by the Engineer prior to use.**  
42

### 43 **Construction Requirements**

44 Section 2-07.3 is supplemented with the following:  
45

46 (\*\*\*\*\*)  
47

#### 48 **Dust Control Watering**

49 The Contractor shall control dust on the roadway during all operations, on cut and fill  
50 slopes, in the embankments and waste areas, pit site access road, crushing and  
stockpile sites, and on all haul roads during construction, including roads within the

1 waste areas and stockpile sites(s). The Contractor shall apply water or shall perform  
2 other approved dust control measures whenever dust conditions are present,  
3 including weekends and holidays.

4 When operations result in dust conditions that might, in the opinion of the Engineer,  
5 be detrimental to air quality or adjacent property(ies), or hazardous to public travel on  
6 the project or adjacent public roadways, the Contractor shall increase dust control  
7 measures. In the event of dispute, the determination of the Engineer or his  
8 representative is final.  
9

### 10 11 **Division 3** 12 **Aggregate Production and Acceptance** 13

#### 14 **3-04 Acceptance of Aggregate** 15

##### 16 **3-04.1 Description** 17

18 Delete the third and fourth paragraph of Section 3-04.1 and replace it with the following:  
19

20 (\*\*\*\*\*)

21 Nonstatistical evaluation will be used for the acceptance of aggregate materials.  
22  
23

### 24 **Division 4** 25 **Bases** 26

#### 27 **Construction Requirements** 28

##### 29 **4-04.3(1) Equipment** 30

31 The first sentence of Section 4-04.3(1) is revised to read:  
32

33 (\*\*\*\*\*)

34 All equipment necessary for the satisfactory performance of this construction  
35 shall be on the project and approved by the Engineer prior to beginning work.  
36 The Contractor will be required to demonstrate that equipment of sufficient size,  
37 number, and reliability has been provided to meet the project schedule  
38 submitted by the Contractor, if requested by the Engineer.  
39

### 40 **Division 5** 41 **Surface Treatments and Pavements** 42

#### 43 **5-04 Hot Mix Asphalt** 44 *(July 18, 2018 APWA GSP)* 45

46 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:  
47

##### 48 **5-04.1 Description** 49

50 This Work shall consist of providing and placing one or more layers of plant-mixed hot  
51 mix asphalt (HMA) on a prepared foundation or base in accordance with these  
Specifications and the lines, grades, thicknesses, and typical cross-sections shown

1 in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes  
2 in accordance with these Specifications. WMA processes include organic additives,  
3 chemical additives, and foaming.

4  
5 HMA shall be composed of asphalt binder and mineral materials as may be required,  
6 mixed in the proportions specified to provide a homogeneous, stable,  
7 and workable mixture.

8  
9 **5-04.2 Materials**

10 Materials shall meet the requirements of the following sections:

11	Asphalt Binder	9-02.1(4)
12	Cationic Emulsified Asphalt	9-02.1(6)
13	Anti-Stripping Additive	9-02.4
14	HMA Additive	9-02.5
15	Aggregates	9-03.8
16	Recycled Asphalt Pavement	9-03.8(3)B
17	Mineral Filler	9-03.8(5)
18	Recycled Material	9-03.21
19	Portland Cement	9-01
20	Sand	9-03.1(2)
21	(As noted in 5-04.3(5)C for crack sealing)	
22	Joint Sealant	9-04.2
23	Foam Backer Rod	9-04.2(3)A

24 The Contract documents may establish that the various mineral materials required for  
25 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.  
26 If the documents do not establish the furnishing of any of these mineral materials by the  
27 Contracting Agency, the Contractor shall be required to furnish such materials in the  
28 amounts required for the designated mix. Mineral materials include coarse and fine  
29 aggregates, and mineral filler.

30  
31 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production  
32 of HMA. The RAP may be from pavements removed under the Contract, if any, or  
33 pavement material from an existing stockpile.

34  
35 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional  
36 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of  
37 one sample for every 1,000 tons produced and not less than ten samples per project.  
38 The asphalt content and gradation test data shall be reported to the Contracting Agency  
39 when submitting the mix design for approval on the QPL. The Contractor shall include  
40 the RAP as part of the mix design as defined in these Specifications.

41  
42 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt  
43 binder from different sources is not permitted.

44  
45 The Contractor may only use warm mix asphalt (WMA) processes in the production of  
46 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to

1 the Engineer for approval the process that is proposed and how it will be used in the  
2 manufacture of HMA.

3  
4 Production of aggregates shall comply with the requirements of Section 3-01.  
5 Preparation of stockpile site, the stockpiling of aggregates, and the removal of  
6 aggregates from stockpiles shall comply with the requirements of Section 3-02.  
7

8 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

9 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List  
10 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).  
11

12 **5-04.2(1)A Vacant**

13  
14 **5-04.2(2) Mix Design – Obtaining Project Approval**

15 No paving shall begin prior to the approval of the mix design by the Engineer.  
16

17 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
18 in the contract documents.  
19

20 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA  
21 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
22 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted  
23 by commercial evaluation shall be as approved by the Project Engineer. Sampling and  
24 testing of HMA accepted by commercial evaluation will be at the option of the Project  
25 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will  
26 be excluded from the quantities used in the determination of nonstatistical evaluation.  
27

28 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor  
29 shall provide one of the following mix design verification certifications for Contracting  
30 Agency review;  
31

- 32 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
- 33 one of the mix design verification certifications listed below.
- 34 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
- 35 certification (stamp & sig-nature) of a valid licensed Washington State
- 36 Professional Engineer.
- 37 • The Mix Design Report for the proposed HMA mix design developed by a
- 38 qualified City or County laboratory that is within one year of the approval date.\*\*  
39

40 The mix design shall be performed by a lab accredited by a national authority such as  
41 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
42 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
43 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:  
44 resource proficiency sample program.  
45

46 Mix designs for HMA accepted by Nonstatistical evaluation shall;  
47

- 48 • Have the aggregate structure and asphalt binder content determined in
- 49 accordance with WSDOT Standard Operating Procedure 732 and meet the



- 1 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and  
2 stripping are at the discretion of the Engineer, and 9-03.8(6).  
3 • Have anti-strip requirements, if any, for the proposed mix design determined in  
4 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and  
5 aggregate source compatibility from previous WSDOT lab testing.  
6

7 At the discretion of the Engineer, agencies may accept verified mix designs older than 12  
8 months from the original verification date with a certification from the Contractor that the  
9 materials and sources are the same as those shown on the original mix design.

10  
11 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be  
12 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For  
13 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the  
14 current WSDOT QPL or from one of the processes allowed by this section. Testing of the  
15 HMA by the Contracting Agency for mix design approval is not required.

16  
17 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and  
18 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.  
19

#### 20 **5-04.2(2)B Using Warm Mix Asphalt Processes**

21 The Contractor may elect to use additives that reduce the optimum mixing temperature  
22 or serve as a compaction aid for producing HMA. Additives include organic additives,  
23 chemical additives and foaming processes. The use of Additives is subject to the  
24 following:

- 25  
26 • Do not use additives that reduce the mixing temperature more than allowed in  
27 Section 5-04.3(6) in the production of mixtures.  
28 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-  
29 076 to describe the proposed additive and process.  
30

#### 31 **5-04.3 Construction Requirements**

##### 32 **5-04.3(1) Weather Limitations**

33  
34 Do not place HMA for wearing course on any Traveled Way beginning October 1st  
35 through March 31st of the following year without written concurrence from the Engineer.  
36

37 Do not place HMA on any wet surface, or when the average surface temperatures are  
38 less than those specified below, or when weather conditions otherwise prevent the  
39 proper handling or finishing of the HMA.  
40

41 **Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F

More than 0.20	35°F	35°F
----------------	------	------

### 5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

### 5-04.3(3) Equipment

#### 5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or

1 indicate the temperature of the heated aggregates. This device shall be in full  
2 view of the plant operator.

3 **3. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not  
4 exceed the maximum recommended by the asphalt binder manufacturer nor shall  
5 it be below the minimum temperature required to maintain the asphalt binder in a  
6 homogeneous state. The asphalt binder shall be heated in a manner that will  
7 avoid local variations in heating. The heating method shall provide a continuous  
8 supply of asphalt binder to the mixer at a uniform average temperature with no  
9 individual variations exceeding 25°F. Also, when a WMA additive is included in  
10 the asphalt binder, the temperature of the asphalt binder shall not exceed the  
11 maximum recommended by the manufacturer of the WMA additive.

12 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped  
13 with a mechanical sampler for the sampling of the mineral materials. The  
14 mechanical sampler shall meet the requirements of Section 1-05.6 for the  
15 crushing and screening operation. The Contractor shall provide for the setup and  
16 operation of the field testing facilities of the Contracting Agency as provided for in  
17 Section 3-01.2(2).

18 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the  
19 following methods:

- 20 a. A mechanical sampling device attached to the HMA plant.  
21 b. Platforms or devices to enable sampling from the hauling vehicle without  
22 entering the hauling vehicle.

23  
24 **5-04.3(3)B Hauling Equipment**

25 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a  
26 cover of canvas or other suitable material of sufficient size to protect the mixture from  
27 adverse weather. Whenever the weather conditions during the work shift include, or are  
28 forecast to include, precipitation or an air temperature less than 45°F or when time from  
29 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect  
30 the HMA.

31  
32 The contractor shall provide an environmentally benign means to prevent the HMA  
33 mixture from adhering to the hauling equipment. Excess release agent shall be drained  
34 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating  
35 material that contaminate or alter the characteristics of the HMA shall not be used. For  
36 live bed trucks, the conveyor shall be in operation during the process of applying the  
37 release agent.

38  
39 **5-04.3(3)C Pavers**

40 HMA pavers shall be self-contained, power-propelled units, provided with an internally  
41 heated vibratory screed and shall be capable of spreading and finishing courses of HMA  
42 plant mix material in lane widths required by the paving section shown in the Plans.

43  
44 The HMA paver shall be in good condition and shall have the most current equipment  
45 available from the manufacturer for the prevention of segregation of the HMA mixture  
46 installed, in good condition, and in working order. The equipment certification shall list  
47 the make, model, and year of the paver and any equipment that has been retrofitted.  
48

1 The screed shall be operated in accordance with the manufacturer's recommendations  
2 and shall effectively produce a finished surface of the required evenness and texture  
3 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
4 manufacturer's recommendations shall be provided upon request by the Contracting  
5 Agency. Extensions will be allowed provided they produce the same results, including  
6 ride, density, and surface texture as obtained by the primary screed. Extensions without  
7 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

8  
9 When specified in the Contract, reference lines for vertical control will be required. Lines  
10 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
11 control utilizing the reference line will be permitted. The grade and slope for intermediate  
12 lanes shall be controlled automatically from reference lines or by means of a mat  
13 referencing device and a slope control device. When the finish of the grade prepared for  
14 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
15 further improvement to the line, grade, cross-section, and smoothness can best be  
16 achieved without the use of the reference line, a mat referencing device may be  
17 substituted for the reference line. Substitution of the device will be subject to the  
18 continued approval of the Engineer. A joint matcher may be used subject to the approval  
19 of the Engineer. The reference line may be removed after the completion of the first  
20 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
21 any of these methods are failing to provide the necessary vertical control, the reference  
22 lines will be reinstalled by the Contractor.

23  
24 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
25 accessories necessary for satisfactory operation of the automatic control equipment.

26  
27 If the paving machine in use is not providing the required finish, the Engineer may  
28 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
29 on the pavement shall be thoroughly removed before paving proceeds.

30  
31 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

32 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
33 approval, unless other-wise required by the contract.

34  
35 Where an MTD/V is required by the contract, the Engineer may approve paving without  
36 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
37 adjustment in cost or time is due.

38  
39 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
40 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
41 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
42 the windrow may be limited in urban areas or through intersections, at the discretion of  
43 the Engineer.

44  
45 To be approved for use, an MTV:

- 46  
47 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.  
48 2. Shall not be connected to the hauling vehicle or paver.

3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

#### **5-04.3(3)E Rollers**

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

#### **5-04.3(4) Preparation of Existing Paved Surfaces**

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and

1 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
2 the surface shall be approved by the Engineer.

3  
4 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA  
5 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved  
6 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover  
7 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at  
8 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of  
9 application shall be approved by the Engineer. A heavy application of tack coat shall be  
10 applied to all joints. For Roadways open to traffic, the application of tack coat shall be  
11 limited to surfaces that will be paved during the same working shift. The spreading  
12 equipment shall be equipped with a thermometer to indicate the temperature of the tack  
13 coat material.

14  
15 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
16 the Contractor's operation damages the tack coat it shall be repaired prior to placement  
17 of the HMA.

18  
19 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
20 emulsified asphalt may be diluted once with water at a rate not to exceed one part water  
21 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that  
22 it may be applied uniformly at the specified rate of application and shall not exceed the  
23 maximum temperature recommended by the emulsified asphalt manufacturer.

#### 24 25 **5-04.3(4)A Crack Sealing**

##### 26 27 **5-04.3(4)A1 General**

28 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width  
29 and greater.

30  
31 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign  
32 material when filling with crack sealant material. Use a hot compressed air lance to dry  
33 and warm the pavement surfaces within the crack immediately prior to filling a crack with  
34 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing  
35 cracks is not required.

36  
37 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the  
38 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic  
39 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will  
40 completely fill the cracks. Strike off the sand slurry flush with the existing pavement  
41 surface and allow the mixture to cure. Top off cracks that were not completely filled with  
42 additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

43  
44 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,  
45 approximately 2 percent portland cement, water (if required), and the remainder clean  
46 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly  
47 mixed and then poured into the cracks and joints until full. The following day, any cracks  
48 or joints that are not completely filled shall be topped off with additional sand slurry. After

1 the sand slurry is placed, the filler shall be struck off flush with the existing pavement  
2 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has  
3 fully cured. The requirements of Section 1-06 will not apply to the portland cement and  
4 sand used in the sand slurry.

5  
6 In areas where HMA will be placed, use sand slurry to fill the cracks.

7  
8 In areas where HMA will not be placed, fill the cracks as follows:

- 9  
10 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
11 2. Cracks greater than 1 inch in width – fill with sand slurry.

12  
13 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the  
14 material in accordance with these requirements and the manufacturer's  
15 recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product  
16 information and recommendations to the Engineer prior to the start of work, including the  
17 manufacturer's recommended heating time and temperatures, allowable storage time  
18 and temperatures after initial heating, allowable reheating criteria, and application  
19 temperature range. Confine hot poured sealant material within the crack. Clean any  
20 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the  
21 Contractor's method of sealing the cracks with hot poured sealant results in an excessive  
22 amount of material on the pavement surface, stop and correct the operation to eliminate  
23 the excess material.

24  
25 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

26 In areas where HMA will be placed, use sand slurry to fill the cracks.

27  
28 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

29 In areas where HMA will not be placed, fill the cracks as follows:

- 30  
31 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
32 B. Cracks greater than 1 inch in width – fill with sand slurry.

33  
34 **5-04.3(4)B Vacant**

35  
36 **5-04.3(4)C Pavement Repair**

37 The Contractor shall excavate pavement repair areas and shall backfill these with HMA  
38 in accordance with the details shown in the Plans and as marked in the field. The  
39 Contractor shall conduct the excavation operations in a manner that will protect the  
40 pavement that is to remain. Pavement not designated to be removed that is damaged as  
41 a result of the Contractor's operations shall be repaired by the Contractor to the  
42 satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall  
43 excavate only within one lane at a time unless approved otherwise by the Engineer. The  
44 Contractor shall not excavate more area than can be completely finished during the  
45 same shift, unless approved by the Engineer.

1 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth  
2 of 1.0 feet. The Engineer will make the final determination of the excavation depth  
3 required. The minimum width of any pavement repair area shall be 40 inches unless  
4 shown otherwise in the Plans. Before any excavation, the existing pavement shall be  
5 sawcut or shall be removed by a pavement grinder. Excavated materials will become the  
6 property of the Contractor and shall be disposed of in a Contractor-provided site off the  
7 Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

8  
9 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy  
10 application of tack coat shall be applied to all surfaces of existing pavement in the  
11 pavement repair area.

12  
13 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
14 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished  
15 with the approval of the Engineer. Each lift shall be thoroughly compacted by a  
16 mechanical tamper or a roller.

17  
18 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

19 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.  
20 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials  
21 shall be removed from stockpile(s) in a manner to ensure minimal segregation when  
22 being moved to the HMA plant for processing into the final mixture. Different aggregate  
23 sizes shall be kept separated until they have been delivered to the HMA plant.

24  
25 **5-04.3(5)A Vacant**

26  
27 **5-04.3(6) Mixing**

28 After the required amount of mineral materials, asphalt binder, recycling agent and anti-  
29 stripping additives have been introduced into the mixer the HMA shall be mixed until  
30 complete and uniform coating of the particles and thorough distribution of the asphalt  
31 binder throughout the mineral materials is ensured.

32  
33 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
34 temperature by more than 25°F as shown on the reference mix design report or as  
35 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
36 HMA, the discharge temperature of the HMA shall not exceed the maximum  
37 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
38 percent in the mix, at discharge, will be allowed providing the water causes no problems  
39 with handling, stripping, or flushing. If the water in the HMA causes any of these  
40 problems, the moisture content shall be reduced as directed by the Engineer.

41  
42 Storing or holding of the HMA in approved storage facilities will be permitted with  
43 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
44 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
45 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
46 facility shall have an accessible device located at the top of the cone or about the third  
47 point. The device shall indicate the amount of material in storage. No HMA shall be  
48 accepted from the storage facility when the HMA in storage is below the top of the cone



1 of the storage facility, except as the storage facility is being emptied at the end of the  
2 working shift.

3  
4 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
5 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
6 evidence of the recycled asphalt pavement not breaking down during the heating and  
7 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
8 changes have been approved by the Engineer. After the required amount of mineral  
9 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
10 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
11 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
12 ensured.

13  
14 **5-04.3(7) Spreading and Finishing**

15 The mixture shall be laid upon an approved surface, spread, and struck off to the grade  
16 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used  
17 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal  
18 compacted depth of any layer of any course shall not exceed the following:

19

20 HMA Class 1"	0.35 feet
21 HMA Class ¾" and HMA Class ½"	
22 wearing course	0.30 feet
23 other courses	0.35 feet
24 HMA Class ⅜"	0.15 feet

25

26 On areas where irregularities or unavoidable obstacles make the use of mechanical  
27 spreading and finishing equipment impractical, the paving may be done with other  
28 equipment or by hand.

29  
30 When more than one JMF is being utilized to produce HMA, the material produced for  
31 each JMF shall be placed by separate spreading and compacting equipment. The  
32 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
33 placed during a work shift shall conform to a single JMF established for the class of HMA  
34 specified unless there is a need to make an adjustment in the JMF.

35  
36 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

37 For HMA accepted by nonstatistical evaluation the aggregate properties of sand  
38 equivalent, uncompacted void content and fracture will be evaluated in accordance with  
39 Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial  
40 evaluation will be at the option of the Engineer.

41  
42 **5-04.3(9) HMA Mixture Acceptance**

43 Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

44  
45 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial  
46 Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

### HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** – 2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

1       **5-04.3(9)A Vacant**

2

3       **5-04.3(9)B Vacant**

4

5       **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

6       HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the  
7       Contracting Agency by dividing the HMA tonnage into lots.

8

9       **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

10       A lot is represented by randomly selected samples of the same mix design that will be  
11       tested for acceptance. A lot is defined as the total quantity of material or work produced  
12       for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be  
13       equal to one day's production or 800 tons, whichever is less except that the final subplot  
14       will be a minimum of 400 tons and may be increased to 1200 tons.

15

16       All of the test results obtained from the acceptance samples from a given lot shall be  
17       evaluated collectively. If the Contractor requests a change to the JMF that is approved,  
18       the material produced after the change will be evaluated on the basis of the new JMF for  
19       the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
20       in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
21       after the Engineer is satisfied that material conforming to the Specifications can be  
22       produced.

23

24       Sampling and testing for evaluation shall be performed on the frequency of one sample  
25       per subplot.

26

27       **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

28       Samples for acceptance testing shall be obtained by the Contractor when ordered by the  
29       Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer  
30       and in accordance with AASH-TO T 168. A minimum of three samples should be taken  
31       for each class of HMA placed on a project. If used in a structural application, at least one  
32       of the three samples shall to be tested.

33

34       Sampling and testing HMA in a Structural application where quantities are less than 400  
35       tons is at the discretion of the Engineer.

36

37       For HMA used in a structural application and with a total project quantity less than 800  
38       tons but more than 400 tons, a minimum of one acceptance test shall be performed. In  
39       all cases, a minimum of 3 samples will be obtained at the point of acceptance, a  
40       minimum of one of the three samples will be tested for conformance to the JMF:

41

- 42       • If the test results are found to be within specification requirements, additional
- 43       testing will be at the Engineer's discretion.
- 44       • If test results are found not to be within specification requirements, additional
- 45       testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
- 46       be performed.

47

1 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

2 Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If  
3 tested, compliance of  $V_a$  will use WSDOT SOP 731.

4  
5 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
6 308.

7  
8 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

9  
10 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

11 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting  
12 Agency will determine a Composite Pay Factor (CPF) using the following price  
13 adjustment factors:  
14

Table of Price Adjustment Factors	
Constituent	Factor "p"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids ( $V_a$ ) (where applicable)	20

15  
16 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents  
17 falling within the tolerance limits of the job mix formula shall be accepted at the unit  
18 Contract price with no further evaluation. When one or more constituents fall outside the  
19 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment  
20 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the  
21 appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the  
22 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup  
23 samples of the existing sublots or samples from the Roadway shall be tested to provide  
24 a minimum of three sets of results for evaluation.

25  
26 **5-04.3(9)C5 Vacant**

27  
28 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

29 For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated  
30 CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The  
31 NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The  
32 total job mix compliance price adjustment will be calculated as the product of the NCMF,  
33 the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

34  
35 If a constituent is not measured in accordance with these Specifications, its individual  
36 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

1  
2 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

3 The Contractor may request a subplot be retested. To request a retest, the Contractor  
4 shall submit a written request within 7 calendar days after the specific test results have  
5 been received. A split of the original acceptance sample will be retested. The split of the  
6 sample will not be tested with the same tester that ran the original acceptance test. The  
7 sample will be tested for a complete gradation analysis, asphalt binder content, and, at  
8 the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of  
9 the HMA in place of the original subplot sample test results. The cost of testing will be  
10 deducted from any monies due or that may come due the Contractor under the Contract  
11 at the rate of \$500 per sample.  
12

13 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

14 If sampled and tested, HMA produced under Commercial Evaluation and having all  
15 constituents falling within the tolerance limits of the job mix formula shall be accepted at  
16 the unit Contract price with no further evaluation. When one or more constituents fall  
17 outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the  
18 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate  
19 CPF. The commercial tolerance limits will be used in the calculation of the CPF and the  
20 maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the  
21 existing sublots or samples from the street shall be tested to provide a minimum of three  
22 sets of results for evaluation.  
23

24 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
25 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
26 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
27 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
28 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
29 mix.  
30

31 If a constituent is not measured in accordance with these Specifications, its individual  
32 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).  
33

34 **5-04.3(10) HMA Compaction Acceptance**

35 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including  
36 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a  
37 specified compacted course thickness greater than 0.10-foot, shall be compacted to a  
38 specified level of relative density. The specified level of relative density shall be a  
39 Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with  
40 Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density).  
41 The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The  
42 specified level of density attained will be determined by the evaluation of the density of  
43 the pavement. The density of the pavement shall be determined in accordance with  
44 WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of  
45 the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using  
46 cores to determine density.  
47

1 Tests for the determination of the pavement density will be taken in accordance with the  
2 required procedures for measurement by a nuclear density gauge or roadway cores after  
3 completion of the finish rolling.  
4

5 If the Contracting Agency uses a nuclear density gauge to determine density the test  
6 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the  
7 mix is placed and prior to opening to traffic.  
8

9 Roadway cores for density may be obtained by either the Contracting Agency or the  
10 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches  
11 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by  
12 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.  
13

14 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the  
15 Contractor in the presence of the Engineer on the same day the mix is placed and at  
16 locations designated by the Engineer. If the Contract does not include the Bid item  
17 "Roadway Core" the Contracting Agency will obtain the cores.  
18

19 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's  
20 request after the Engineer is satisfied that material conforming to the Specifications can  
21 be produced.  
22

23 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
24 other than those listed above shall be compacted on the basis of a test point evaluation  
25 of the compaction train. The test point evaluation shall be performed in accordance with  
26 instructions from the Engineer. The number of passes with an approved compaction  
27 train, required to attain the maximum test point density, shall be used on all subsequent  
28 paving.  
29

30 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling  
31 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved  
32 by the Engineer.  
33

#### 34 **Test Results**

35 For a sublot that has been tested with a nuclear density gauge that did not meet the  
36 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF  
37 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request  
38 that a core be used for determination of the relative density of the sublot. The relative  
39 density of the core will replace the relative density determined by the nuclear density  
40 gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA  
41 compaction lot.  
42

43 When cores are taken by the Contracting Agency at the request of the Contractor, they  
44 shall be requested by noon of the next workday after the test results for the sublot have  
45 been provided or made available to the Contractor. Core locations shall be outside of  
46 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
47 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
48 requested traffic control will result in forfeiture of the request for cores. When the CPF for

the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

#### **5-04.3(10)A HMA Compaction – General Compaction Requirements**

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

#### **5-04.3(10)B HMA Compaction – Cyclic Density**

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

#### **5-04.3(10)C Vacant**

#### **5-04.3(10)D HMA Nonstatistical Compaction**

##### **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

1  
2 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
3 other than those listed above shall be compacted on the basis of a test point evaluation  
4 of the compaction train. The test point evaluation shall be performed in accordance with  
5 instructions from the Engineer. The number of passes with an approved compaction  
6 train, required to attain the maximum test point density, shall be used on all subsequent  
7 paving.

8  
9 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel  
10 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the  
11 Engineer.

12  
13 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

14 The location of the HMA compaction acceptance tests will be randomly selected by the  
15 Engineer from within each subplot, with one test per subplot.  
16

17 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

18 For each compaction lot with one or two sublots, having all sublots attain a relative  
19 density that is 92 percent of the reference maximum density the HMA shall be accepted  
20 at the unit Contract price with no further evaluation. When a subplot does not attain a  
21 relative density that is 92 percent of the reference maximum density, the lot shall be  
22 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The  
23 maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will  
24 be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF  
25 lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by  
26 either a nuclear moisture-density gauge or cores will be completed as required to provide  
27 a minimum of three tests for evaluation.  
28

29 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF)  
30 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00  
31 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the  
32 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit  
33 Contract price per ton of mix.  
34

35 **5-04.3(11) Reject Work**

36  
37 **5-04.3(11)A Reject Work General**

38 Work that is defective or does not conform to Contract requirements shall be rejected.  
39 The Contractor may propose, in writing, alternatives to removal and replacement of  
40 rejected material. Acceptability of such alternative proposals will be determined at the  
41 sole discretion of the Engineer. HMA that has been rejected is subject to the  
42 requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit  
43 a corrective action proposal to the Engineer for approval.  
44

45 **5-04.3(11)B Rejection by Contractor**

46 The Contractor may, prior to sampling, elect to remove any defective material and  
47 replace it with new material. Any such new material will be sampled, tested, and  
48 evaluated for acceptance.



1  
2 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

3 The Engineer may, without sampling, reject any batch, load, or section of Roadway that  
4 appears defective. Material rejected before placement shall not be incorporated into the  
5 pavement. Any rejected section of Roadway shall be removed.  
6

7 No payment will be made for the rejected materials or the removal of the materials  
8 unless the Contractor requests that the rejected material be tested. If the Contractor  
9 elects to have the rejected material tested, a minimum of three representative samples  
10 will be obtained and tested. Acceptance of rejected material will be based on  
11 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected  
12 material is less than 0.75, no payment will be made for the rejected material; in addition,  
13 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater  
14 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting  
15 Agency. If the material is rejected before placement and the CPF is greater than or equal  
16 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection  
17 occurs after placement and the CPF is greater than or equal to 0.75, compensation for  
18 the rejected material will be at the calculated CPF with an addition of 25 percent of the  
19 unit Contract price added for the cost of removal and disposal.  
20

21 **5-04.3(11)D Rejection - A Partial Sublot**

22 In addition to the random acceptance sampling and testing, the Engineer may also  
23 isolate from a normal sublot any material that is suspected of being defective in relative  
24 density, gradation or asphalt binder content. Such isolated material will not include an  
25 original sample location. A minimum of three random samples of the suspect material will  
26 be obtained and tested. The material will then be statistically evaluated as an  
27 independent lot in accordance with Section 1-06.2(2).  
28

29 **5-04.3(11)E Rejection - An Entire Sublot**

30 An entire sublot that is suspected of being defective may be rejected. When a sublot is  
31 rejected a minimum of two additional random samples from this sublot will be obtained.  
32 These additional samples and the original sublot will be evaluated as an independent lot  
33 in accordance with Section 1-06.2(2).  
34

35 **5-04.3(11)F Rejection - A Lot in Progress**

36 The Contractor shall shut down operations and shall not resume HMA placement until  
37 such time as the Engineer is satisfied that material conforming to the Specifications can  
38 be produced:  
39

- 40 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and  
41 the Contractor is taking no corrective action, or  
42 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below  
43 0.95 and the Contractor is taking no corrective action, or  
44 3. When either the PFI for any constituent or the CPF of a lot in progress is less  
45 than 0.75.  
46

47 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

1 An entire lot with a CPF of less than 0.75 will be rejected.

2

3 **5-04.3(12) Joints**

4

5 **5-04.3(12)A HMA Joints**

6

7 **5-04.3(12)A1 Transverse Joints**

8 The Contractor shall conduct operations such that the placing of the top or wearing  
9 course is a continuous operation or as close to continuous as possible. Unscheduled  
10 transverse joints will be allowed and the roller may pass over the unprotected end of the  
11 freshly laid mixture only when the placement of the course must be discontinued for such  
12 a length of time that the mixture will cool below compaction temperature. When the Work  
13 is resumed, the previously compacted mixture shall be cut back to produce a slightly  
14 beveled edge for the full thickness of the course.

15

16 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a  
17 transverse joint as a result of paving or planing is open to traffic. The HMA in the  
18 temporary wedge shall be separated from the permanent HMA by strips of heavy  
19 wrapping paper or other methods approved by the Engineer. The wrapping paper shall  
20 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the  
21 course prior to resumption of paving.

22

23 The material that is cut away shall be wasted and new mix shall be laid against the cut.  
24 Rollers or tamping irons shall be used to seal the joint.

25

26 **5-04.3(12)A2 Longitudinal Joints**

27 The longitudinal joint in any one course shall be offset from the course immediately  
28 below by not more than 6 inches nor less than 2 inches. All longitudinal joints  
29 constructed in the wearing course shall be located at a lane line or an edge line of the  
30 Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in  
31 the wearing surface of new HMA unless otherwise approved by the Engineer. The  
32 notched wedge joint shall have a vertical edge of not less than the maximum aggregate  
33 size or more than 1/2 of the compacted lift thickness and then taper down on a slope not  
34 steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be  
35 uniformly compacted.

36

37 **5-04.3(12)B Bridge Paving Joint Seals**

38

39 **5-04.3(12)B1 HMA Sawcut and Seal**

40 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends  
41 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints  
42 within the bridge deck when and where shown in the Plans. Establish the sawcut  
43 alignment points in a manner that they remain functional for use in aligning the sawcut  
44 after placing the overlay.

45

46 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application  
47 procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

#### **5-04.3(12)B2 Paved Panel Joint Seal**

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

#### **5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

#### **5-04.3(14) Planing (Milling) Bituminous Pavement**

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

#### **5-04.3(14)A Pre-Planing Metal Detection Check**

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

#### **5-04.3(14)B Paving and Planing Under Traffic**

##### **5-04.3(14)B1 General**

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

##### **1. Intersections:**

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

##### **2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.**

1 3. Permanent pavement marking must comply with Section 8-22.

2  
3 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

4 The Contractor must submit a separate planing plan and a separate paving plan to the  
5 Engineer at least 5 Working Days in advance of each operation's activity start date.  
6 These plans must show how the moving operation and traffic control are coordinated, as  
7 they will be discussed at the pre-planing briefing and pre-paving briefing. When  
8 requested by the Engineer, the Contractor must provide each operation's traffic control  
9 plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of  
10 operation and sufficient detail of traffic beyond the area of operation where detour traffic  
11 may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be  
12 changed if the Engineer agrees sufficient detail is shown.

13  
14 The planing operation and the paving operation include, but are not limited to, metal  
15 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,  
16 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at  
17 the briefing.

18  
19 When intersections will be partially or totally blocked, provide adequately sized and  
20 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in  
21 advance. The traffic control plan must show where police officers will be stationed when  
22 signalization is or may be, countermanded, and show areas where flaggers are  
23 proposed.

24  
25 At a minimum, the planing and the paving plan must include:

- 26  
27 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each  
28 day's traffic control as it relates to the specific requirements of that day's planing  
29 and paving. Briefly describe the sequencing of traffic control consistent with the  
30 proposed planing and paving sequence, and scheduling of placement of  
31 temporary pavement markings and channelizing devices after each day's planing,  
32 and paving.
- 33 2. A copy of each intersection's traffic control plan.
- 34 3. Haul routes from Supplier facilities, and locations of temporary parking and  
35 staging areas, including return routes. Describe the complete round trip as it  
36 relates to the sequencing of paving operations.
- 37 4. Names and locations of HMA Supplier facilities to be used.
- 38 5. List of all equipment to be used for paving.
- 39 6. List of personnel and associated job classification assigned to each piece of  
40 paving equipment.
- 41 7. Description (geometric or narrative) of the scheduled sequence of planing and of  
42 paving, and intended area of planing and of paving for each day's work, must  
43 include the directions of proposed planing and of proposed paving, sequence of  
44 adjacent lane paving, sequence of skipped lane paving, intersection planing and  
45 paving scheduling and sequencing, and proposed notifications and coordinations  
46 to be timely made. The plan must show HMA joints relative to the final pavement  
47 marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

#### **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
  - a. The actual times of starting and ending daily operations.
  - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
  - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
  - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
  - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
  - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
  - a. When to start applying tack and coordinating with paving.
  - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of

operator personnel for each type equipment as it relates to meeting Specification requirements.

- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

#### **5-04.3(15) Sealing Pavement Surfaces**

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

#### **5-04.3(16) HMA Road Approaches**

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

#### **5-04.4 Measurement**

HMA CI. \_\_\_\_ PG \_\_\_\_, HMA for \_\_\_\_ CI. \_\_\_\_ PG \_\_\_\_, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.



1 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

2  
3 Longitudinal joint seals between the HMA and cement concrete pavement will be  
4 measured by the linear foot along the line and slope of the completed joint seal.

5  
6 Planing bituminous pavement will be measured by the square yard.

7  
8 Temporary pavement marking will be measured by the linear foot as provided in Section  
9 8-23.4.

10  
11 Water will be measured by the M gallon as provided in Section 2-07.4.

12  
13 **5-04.5 Payment**

14 Payment will be made for each of the following Bid items that are included in the  
15 Proposal:

16  
17 "HMA Cl. \_\_\_\_ PG \_\_\_\_", per ton.

18  
19 "HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", per ton.

20  
21 "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", per ton.

22  
23 "HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_", per ton.

24  
25 "Commercial HMA", per ton.

26  
27 The unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Approach Cl. \_\_\_\_  
28 PG \_\_\_\_", "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Pavement Repair Cl. \_\_\_\_ PG  
29 \_\_\_\_", and "Commercial HMA" shall be full compensation for all costs, including anti-  
30 stripping additive, incurred to carry out the requirements of Section 5-04 except for those  
31 costs included in other items which are included in this Subsection and which are  
32 included in the Proposal.

33  
34 "Preparation of Untreated Roadway", per mile.

35  
36 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay  
37 for all Work described under 5-04.3(4) , with the exception, however, that all costs  
38 involved in patching the Roadway prior to placement of HMA shall be included in the unit  
39 Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_" which was used for patching. If the  
40 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the  
41 Roadway shall be prepared as specified, but the Work shall be included in the Contract  
42 prices of the other items of Work.

43  
44 "Preparation of Existing Paved Surfaces", per mile.

1 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for  
2 all Work described under Section 5-04.3(4) with the exception, however, that all costs  
3 involved in patching the Roadway prior to placement of HMA shall be included in the unit  
4 Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_" which was used for patching. If the  
5 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the  
6 Roadway shall be prepared as specified, but the Work shall be included in the Contract  
7 prices of the other items of Work.

8  
9 "Crack Sealing", by force account.

10  
11 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the  
12 purpose of providing a common Proposal for all Bidders, the Contracting Agency has  
13 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

14  
15 "Pavement Repair Excavation Incl. Haul", per square yard.

16  
17 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
18 shall be full payment for all costs incurred to perform the Work described in Section 5-  
19 04.3(4) with the exception, however, that all costs involved in the placement of HMA  
20 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. \_\_\_\_  
21 PG \_\_\_\_", per ton.

22  
23 "Asphalt for Prime Coat", per ton.

24  
25 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all  
26 costs incurred to obtain, provide and install the material in accordance with Section 5-  
27 04.3(4).

28  
29 "Prime Coat Agg.", per cubic yard, or per ton.

30  
31 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay  
32 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the  
33 aggregate in the quantities required by the Engineer.

34  
35 "Asphalt for Fog Seal", per ton.

36  
37 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

38  
39 "Longitudinal Joint Seal", per linear foot.

40  
41 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
42 for all costs incurred to perform the Work described in Section 5-04.3(12).

43  
44 "Planing Bituminous Pavement", per square yard.

45

1 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full  
2 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

3  
4 "Temporary Pavement Marking", per linear foot.

5  
6 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

7  
8 "Water", per M gallon.

9  
10 Payment for "Water" is described in Section 2-07.5.

11  
12 "Job Mix Compliance Price Adjustment", by calculation.

13  
14 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in  
15 Section 5-04.3(9)C6.

16  
17 "Compaction Price Adjustment", by calculation.

18  
19 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-  
20 04.3(10)D3.

21  
22 "Roadway Core", per each.

23  
24 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)  
25 shall be incidental and included within the unit Bid price per each and no additional  
26 payments will be made.

27  
28 "Cyclic Density Price Adjustment", by calculation.

29  
30 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section  
31 5-04.3(10)B.

32  
33 **(January 3, 2011)**

34 **ESAL's**

35 The number of ESAL's for the design and acceptance of the HMA shall be \*\*\*  
36 \$\$1\$\$ \*\*\* million.

37  
38 **(September 8, 2020)**

39 These tolerance and specification limits constitute the allowable limits as described  
40 in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the  
41 control points, except the No. 8 tolerance is  $\pm 4\%$  from the JMF, the No. 200 tolerance  
42 is  $\pm 2.0\%$  from the JMF with a minimum of 2% and a maximum of 8.0% passing the  
43 No. 200 sieve, other tolerance limits for sieves designated as 100 percent passing  
44 will be 99-100.  
45  
46

1  
2  
3  
4 **Division 8**  
5 **Miscellaneous Construction**  
6

7 **Erosion Control and Water Pollution Control**  
8

9 **Construction Requirements**  
10

11 The tenth paragraph of Section 8-01.3(1) is revised to read:  
12

13 (\*\*\*\*\*)  
14

15 **Temporary Erosion and Sediment Control Plan**  
16

17 The Contractor shall prepare and submit the Temporary Erosion and Sediment Control  
18 (TESC) Plan (also referred to as the Storm Water Pollution Prevention SWPP Plan). The  
19 Contractor shall provide a schedule for the TESC Plan implementation and incorporate it  
20 into the Contractor's progress schedule. The Contractor shall obtain the Engineer's  
21 approval of the TESC Plan and schedule before any work begins.

22 The TESC Plan shall meet the requirements of the current edition of the WSDOT  
23 Temporary Erosion and Sediment Control Manual M 13109. The TESC Plan shall cover  
24 all areas that may be affected inside and outside the limits of the project (including all  
25 Contracting Agency-provided sources, disposal sites, and haul roads, and all nearby land,  
26 streams, and other bodies of water).  
27

28 The Contractor shall allow at least 5 working days for the Engineer to review the TESC  
29 Plan. Failure to approve all or part of the Plan shall not make the Contracting Agency  
30 liable to the Contractor for any work delays.  
31

32 **Construction Storm Water General Permit**  
33

34 The Construction Storm Water General Permit has been obtained by the Contracting  
35 Agency and will be transferred to the Contractor prior to the start of construction. The  
36 Contractor shall be responsible to follow the requirements of this permit during  
37 construction. Upon completion of the project, the Construction Storm Water General  
38 Permit shall be transferred back to the Contracting Agency.  
39

40  
41 **Payment**  
42

43 Section 8-01.5 is supplemented with the following:  
44

45 (\*\*\*\*\*)  
46

47 The TESC Plan shall be paid for under other various contract items.  
48  
49

**Division 9  
Materials**

**9-03.6 Vacant**

Delete this Section and replace it with the following:

**9-03.6 Aggregates for Asphalt Treated Base (ATB)**  
(May 5, 2015 APWA GSP)

**9-03.6(1) General Requirements**

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev.	30% max.
Degradation Factor	15 min.

**9-03.6(2) Grading**

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

**9-03.6(3) Test Requirements**

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate)	93@
AASHTO T324, WSDOT TM T718 or ASTM D3625	100 gyrations
(Acceptable anti-strip evaluation tests)	Pass

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

**(February 5, 2020)  
Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

1  
2 The Standard Plans are revised as follows:  
3

4 A-50.10

5 Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10  
6

7 A-50.20

8 Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10  
9

10 A-50.30

11 Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1  
12

13 B-10.60

14 DELETED  
15

16 B-82.20

17 DELETED  
18

19 B-90.40

20 Valve Detail – DELETED  
21

22 C-1

23 Delete Note 1.  
24

25 Revise Note 2 to read "Remove all rail washers, also called "Snow Load Rail Washers",  
26 when encountered during raising beam guardrail work and the guardrail raising work  
27 requires removal of the rail.  
28

29 Re-number all notes.  
30

31 C-4b

32 DELETED  
33

34 C-4e

35 DELETED  
36

37 C-8a

38 Delete "Section A-A, Type 4 Detail"  
39

40 C-20.11

41 Delete Notes 1 & 2. Re-Number all notes.  
42

43 Delete " Snow Load Post Washer" and "Snow Load Rail Washer" details.  
44

44 C-20.19

45 DELETED  
46

47 C-22.14

48 DELETED  
49

50 C-22.16

51 Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read:  
52 "Elevation G = (Elevation S – D x (0.1) + 31/12"

1  
2 C-22.45

3 For the SOFTSTOP (TL-2) elevation view detail, the callout "SOFTSTOP (TL-2) SYSTEM  
4 LENGTH = 38' - 4 1/2'" is revised to read "SOFTSTOP (TL-2) SYSTEM LENGTH = 38'  
5 - 3 1/2".

6  
7 C-40.14  
8 DELETED  
9

10 C-60.10

11 Sheet 1, Side Elevation: The bottom set of ① - #4 horizontal rebar (2x) located at the  
12 base of the barrier is repositioned to be aligned with the bottom of ② - #4 stirrup bars to  
13 match the bar positioning shown on Sheet 1, Section A.

14  
15 Sheet 1, Reinforcing Steel Bending Diagram, ③ - Pin Slot Bar detail: Add the following  
16 callout to the detail, "HOT DIP GALVANIZE AFTER FABRICATION (ASTM A123 OR  
17 AASHTO M 111)".

18  
19 Sheet 2, ANCHORING PIN ASSEMBLY DETAIL: The first line of the description under  
20 the title was "1 1/2" DIAMETER (ASTM A36), COLD ROLL" is now changed to "1 1/2"  
21 DIAMETER (ASTM A36), HOT ROLL".

22  
23 C-70.10

24 Sheet 1, Note 1 was - "1. PERMANENT INSTALLATION requirements: Embed barrier 3"  
25 (in) minimum; ..." is revised to read: "1. Installation requirements: Embed barrier 3" (in)  
26 minimum in asphalt or concrete; embed barrier 10" (in) minimum in soil; ..."

27  
28 Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

29  
30 Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in  
31 asphalt or concrete. See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or  
32 concrete."

33  
34 Sheet 1, Elevation: The dimension from the barrier end to the barrier lifting slot was "3' -  
35 4" (TYP)" is now changed to "4' - 8" (TYP)", and the barrier lifting slot dimension was "5'  
36 - 0" (TYP)" is now changed to "3' - 0" (TYP)".

37  
38 Sheet 2, the detail titled "3' - 6" BARRIER FOR USE WITH A 0" (IN) TO 5" (IN) MAX.  
39 GRADE SEPARATION" has the following changes:

- 40 1. The detail title is changed to "3' - 6" BARRIER FOR USE WITH A 0" (IN) TO 4" (IN)  
41 MAX. GRADE SEPARATION".  
42 2. The callout "GRADE SEPARATION--5" MAX." is changed to "GRADE SEPARATION--  
43 4" MAX."

44  
45 C-75.10

46 Note 2 is deleted. Renumber subsequent notes.

47  
48 C-75.20

49 Note 2 is deleted. Renumber subsequent notes.

50  
51 C-75.30

52 Note 2 is deleted. Renumber subsequent notes.

1  
2 C-85.11  
3 Add new Note 3 "3. The intended use of this plan is for placing concrete barrier in front of  
4 bridge piers on bridge retrofit projects only. Contact the HQ Bridge traffic barrier specialist  
5 before using this barrier placement plan for projects involving new or reconstructed  
6 bridges."  
7  
8 C-85.14  
9 DELETED  
10  
11 C-90.10  
12 DELETED  
13  
14 D-10.10  
15 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
16 barriers attached on top of the wall are considered non-standard and shall be designed  
17 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions  
18 stated in the 11/3/15 Bridge Design memorandum.  
19  
20 D-10.15  
21 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
22 barriers attached on top of the wall are considered non-standard and shall be designed  
23 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
24 Bridge Design memorandum.  
25  
26 D-10.30  
27 Wall Type 5 may be used in all cases.  
28  
29 D-10.35  
30 Wall Type 6 may be used in all cases.  
31  
32 D-10.40  
33 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
34 barriers attached on top of the wall are considered non-standard and shall be designed  
35 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
36 Bridge Design memorandum.  
37  
38 D-10.45  
39 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
40 barriers attached on top of the wall are considered non-standard and shall be designed  
41 in accordance with the current WSDOT BDM and the revisions stated in the revisions  
42 stated in the 11/3/15 Bridge Design memorandum.  
43  
44 D-15.10  
45 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"  
46 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
47 in place of these STD Plans.  
48  
49 D-15.20  
50 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"  
51 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
52 in place of these STD Plans.



1  
2 D-15.30

3 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"  
4 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
5 in place of these STD Plans.  
6

7 F-10.12

8 Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and  
9 Gutter Section"

10  
11 F-10.40

12 "EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted  
13

14 F-10.42

15 DELETE – "Extruded Curb at Cut Slope" View  
16

17 G-25.10

18 Key Note 3, second sentence, was – "For single-post installations, divide the  
19 (#2w/diamond shape symbol) post MAX. XYZ in half." Is revised to read: "For single-post  
20 installations, divide the two-post MAX. XYZ in half."  
21

22 G-60.10

23 DELETED  
24

25 G-60.20

26 DELETED  
27

28 G-60.30

29 DELETED  
30

31 G-70.10

32 DELETED  
33

34 G-70.20

35 DELETED  
36

37 H-70.20

38 Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is  
39 revised to H-70.10  
40

41 J-10.21

42 Note 18, was – "When service cabinet is installed within right of way fence, see Standard  
43 Plan J-10.22 for details." Is revised to read; "When service cabinet is installed within right  
44 of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard  
45 Plan J-10.22 for details."  
46

47 J-10.22

48 Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the meter  
49 base shall be safety socket box with factory-installed test bypass facility that meets the  
50 requirements of EUSERC drawing 305." Is revised to read; "Meter base per serving utility  
51 requirements~ as a minimum, the meter base shall be safety socket box with factory-  
52 installed test bypass facility that meets the requirements of EUSERC drawing 305. When

the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel."

Key Note 4, "Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt "T" rated). Is revised to read: "Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt "T" rated)."

Key Note 14, was – "Hinged dead front with ¼ turn fasteners or slide latch." Is revised to read; "Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s)."

Key Note 15, was – "Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b." is revised to read; "Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details."

Note 1, was – "...socket box mounting detail, see Standard Plan J-3b." is revised to read to read: "...socket box mounting detail, see Standard Plan J-10.20."

Note 6, was – "...See door hinge detail, Standard Plan J-3b." is revised to read: "...See door hinge detail, Standard Plan J-10.20."

#### J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

#### J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

#### J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ ¾" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ ¾" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "¾" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "¾" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

#### J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"  
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-28.24

Case E and Case F Section View dimension callout, "3' - 0" MIN. FOR BEAM GUARDRAIL, 4' - 0" MIN. FOR CONC. BARRIER TYPE 2" is revised to read, "5' - 0" MIN. FOR BEAM GUARDRAIL, 8' - 0" MIN. FOR UNANCHORED TYPE F CONC. BARRIER, 4' - 0" MIN. FOR ANCHORED TYPE F CONC. BARRIER".

J-40.10

Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 - 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10

Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit **622 (T4-5)**.

K-80.10

SIGN INSTALLATION (BEHIND TRAFFIC BARRIER) detail dimension callout, "3' MIN." is revised to read, "5' MIN."

K-80.30

DELETED

K-80.35

Add New Note 1 – "1. The intended use of this plan is for the temporary installation of Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt pavement, and Type F concrete barrier on cement concrete pavement or bridge decks.

Re-number all notes.

The TYPE 1 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK" is revised to read, "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE

F (STD. PLAN C-60.10) OR PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK."

The TYPE 3 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON HOT MIX ASPHALT PAVEMENT" is revised to read, "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON HOT MIX ASPHALT PAVEMENT."

#### K-80.37

Revise Note 1 to read: "1. The intended use of this plan is for the temporary installation of Type F NARROW BASE concrete barrier (See Standard Plan C-60.10) or Type 4 (Type 2 Narrow Base - See Std. Plan C-8a) Concrete Barrier on cement concrete pavement, bridge decks."

Replace all callouts stating "NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER SEGMENT" with "Type F NARROW BASE or Type 4 (Type 2 Narrow Base) concrete barrier segment."

#### M-3.50

Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, "taper" dimension; callout - was "40' if Posted Speed is 40 MPH or less 100' if Posted Speed is more than 40 MPH" is revised to read; "See Contract"

#### M-5.10

Right-Turn Channelization view, dimension, upper right corner, "taper" dimension; callout - was "50' MIN." is revised to read; "See Contract"

#### M-12.10

Add Note 5. "Check with Region Traffic Office for RPM and Guidepost placements."

#### M-24.50

DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.20-00.....10/5/07	A-40.10-04.....7/31/19	A-50.40-00.....11/17/08
A-10.30-00.....10/5/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.20-04.....1/18/17	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.50-02.....12/23/14	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
A-30.35-00.....10/12/07	A-50.20-01.....9/22/09	

B-5.20-02.....1/26/17	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.70-04.....2/27/18	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.80-01.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.90-02.....1/26/17	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06

B-10.70-00.....1/26/17	B-35.40-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.40-02.....1/26/17	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-45.20-01.....7/11/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.40-01.....7/21/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-50.20-00.....6/1/06	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-55.20-02.....2/27/18	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-60.20-01.....6/28/18	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.40-01.....2/27/18	B-90.40-01.....1/26/17
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-90.50-00.....6/8/06
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.20-01.....2/3/09
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	B-95.40-01.....6/28/18
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

1

C-1.....6/28/18	C-20.15-02.....6/11/14	C-40.18-03.....7/21/17
C-1a.....7/14/15	C-20.18-03.....8/12/19	C-60.10-00.....8/22/19
C-1b.....8/12/19	C-20.19-03.....8/12/19	C-70.10-01.....6/17/14
C-1d.....10/31/03	C-20.40-07.....8/12/19	C-75.10-01.....6/11/14
C-2c.....8/12/19	C-20.41-02.....8/12/19	C-75.20-01.....6/11/14
C-4f.....8/12/19	C-20.42-05.....7/14/15	C-75.30-01.....6/11/14
C-6a.....10/14/09	C-20.45.02.....8/12/19	C-80.10-01.....6/11/14
C-7.....6/16/11	C-22.16-06.....7/21/17	C-80.20-01.....6/11/14
C-7a.....6/16/11	C-22.40-07.....8/12/19	C-80.30-01.....6/11/14
C-8.....2/10/09	C-22.45-04.....8/12/19	C-80.40-01.....6/11/14
C-8a.....7/25/97	C-23.60-04.....7/21/17	C-80.50-00.....4/8/12
C-8b.....2/29/16	C-24.10-02.....8/12/19	C-85.10-00.....4/8/12
C-8e.....2/21/07	C-25.20-06.....7/14/15	C-85.11-00.....4/8/12
C-8f.....6/30/04	C-25.22-05.....7/14/15	C-85.14-01.....6/11/14
C-16a.....7/21/17	C-25.26-04.....8/12/19	C-85.15-01.....6/30/14
C-20.10-05.....8/12/19	C-25.30-00.....6/28/18	C-85.16-01.....6/17/14
C-20.11-00.....7/21/17	C-25.80-05.....8/12/19	C-85.18-01.....6/11/14
C-20.14-04.....8/12/19	C-40.16-02.....7/2/12	C-85.20-01.....6/11/14

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D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-02.....5/9/16
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-01.....8/7/19
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-01.....8/7/19
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-03.....6/11/14	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	
D-2.46-01.....6/11/14	D-3.16-02.....5/29/13	

3

1	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
2	F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-03.....6/29/16
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-01.....7/11/17	F-30.10-03.....6/11/14	F-45.10-02.....7/15/16
	F-10.40-03.....6/29/16	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
3	G-10.10-00.....9/20/07	G-25.10-04.....6/10/13	G-95.10-02.....6/28/18
	G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
	G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
	G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
	G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
	G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
	G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
	G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
	G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	
4	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12
5	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
5	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-03.....6/3/15	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.15-01.....6/11/14	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.16-00.....6/3/15	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.17-00.....6/3/15	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.18-00.....6/3/15	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
	J-10.20-02.....7/31/19	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
	J-10.21-00.....6/3/15	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
	J-10.22-00.....5/29/13	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
	J-10.25-00.....7/11/17	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-12.15-00.....6/28/18	J-30.10-00.....6/18/15	J-81.10-00.....6/28/18
	J-12.16-00.....6/28/18	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
	J-15.10-01.....6/11/14	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
	J-15.15-02.....7/10/15	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
	J-20.10-04.....7/31/19	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
	J-20.11-03.....7/31/19	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
	J-20.15-03.....6/30/14	J-40.36-02.....7/21/17	
	J-20.16-02.....6/30/14	J-40.37-02.....7/21/17	
	J-20.20-02.....5/20/13	J-40.38-01.....5/20/13	
	J-20.26-01.....7/12/12	J-40.39-00.....5/20/13	
	J-21.10-04.....6/30/14	J-40.40-02.....7/31/19	
	J-21.15-01.....6/10/13	J-45.36-00.....7/21/17	

	J-21.16-01.....6/10/13	J-50.05-00.....7/21/17	
	J-21.17-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.20-01.....6/10/13	J-50.11-02.....7/31/19	
	J-22.15-02.....7/10/15	J-50.12-02.....8/7/19	
	J-22.16-03.....7/10/15	J-50.13-00.....8/22/19	
	J-26.10-03.....7/21/16	J-50.15-01.....7/21/17	
	J-26.15-01.....5/17/12	J-50.16-01.....3/22/13	
	J-26.20-01.....6/28/18	J-50.18-00.....8/7/19	
	J-27.10-01.....7/21/16	J-50.19-00.....8/7/19	
	J-27.15-00.....3/15/12	J-50.20-00.....6/3/11	
	J-28.10-02.....8/7/19	J-50.25-00.....6/3/11	
	J-28.22-00.....8/07/07	J-50.30-00.....6/3/11	
	J-28.24-01.....6/3/15	J-60.05-01.....7/21/16	
	J-28.26-01.....12/02/08	J-60.11-00.....5/20/13	
	J-28.30-03.....6/11/14	J-60.12-00.....5/20/13	
1	K-70.20-01.....6/1/16		
	K-80.10-01.....6/1/16		
	K-80.20-00.....12/20/06		
	K-80.35-00.....2/21/07		
	K-80.37-00.....2/21/07		
2	L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	
3	M-1.20-03.....6/24/14	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
	M-1.40-02.....6/3/11	M-12.10-01.....6/28/18	M-40.30-01.....7/11/17
	M-1.60-02.....6/3/11	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-02.....6/3/11	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-03.....6/3/11	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
	M-3.20-02.....6/3/11	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
	M-3.30-03.....6/3/11	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-03.....6/3/11	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-02.....6/3/11	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-02.....6/3/11	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
4			
5			
6			