

OKANOGAN COUNTY COMMISSIONERS'

RESOLUTION 11 - 2023

**OKANOGAN COUNTY ROAD PROJECT 9114-07 TWISP RIVER ROAD, SPOKANE
GRADE OVERLAY PLANS, PROVISIONS AND SPECIFICATIONS APPROVAL**

WHEREAS, Okanogan County Resolution No. 158-2022 adopted October 31, 2022 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 17 day of January, 2023.

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**



ATTEST:

Laleña Johns, CMC, Clerk of the Board

ABSENT

Chris Branch, Chairman

Andy Hover, Vice Chairman

Jon Neal, Member

CONTRACT PLANS & PROVISIONS



FOR THE CONSTRUCTION OF:

CRP No 9114-07 Twisp River Road, Spokane Grade Overlay Federal Aid Project No. STPR A240 Contract No. TA-xxxx



October 2022
OKANOGAN COUNTY DEPARTMENT OF PUBLIC WORKS
1234-A Second Avenue South, Okanogan WA 98840

1 **1-01.3 Definitions**
2 *(January 4, 2016 APWA GSP)*
3

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

7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

33 The date on which the Contracting Agency accepts the Work as complete.
34

35 Supplement this Section with the following:
36

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

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

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

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 **Bid Procedures and Conditions**
45

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

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

6
7 **1-02.1 Qualifications of Bidder**
8 *(January 24, 2011 APWA GSP)*

9
10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
12 be awarded a public works project.

13
14 **1-02.2 Plans and Specifications**
15 *(June 27, 2011 APWA GSP)*

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

18
19 Information as to where Bid Documents can be obtained or reviewed can be found in the
20 Call for Bids (Advertisement for Bids) for the work.

21
22 After award of the contract, plans and specifications will be issued to the Contractor at no
23 cost as detailed below:

24

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

25
26 Additional plans and Contract Provisions may be obtained by the Contractor from the
27 source stated in the Call for Bids, at the Contractor's own expense.

28
29 **Examination of Plans, Specifications and Site of Work**

30
31 **1-02.4(1) General**
32 *(June 24, 2021 APWA GSP Option A)*

33
34 The first sentence of the seventh paragraph, beginning with "Any prospective Bidder
35 desiring...", is revised to read:

36
37 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
38 must request the explanation or interpretation in writing soon enough to allow a written
39 reply to reach all prospective Bidders before the submission of their Bids.

40

1 **1-02.5 Proposal Forms**
2 *(July 31, 2017 APWA GSP)*
3

4 Delete this section and replace it with the following:
5

6 The Proposal Form will identify the project and its location and describe the work. It will
7 also list estimated quantities, units of measurement, the items of work, and the materials
8 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
9 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
10 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
11 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
12 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
13 Registration Number; and a Business License Number, if applicable. Bids shall be
14 completed by typing or shall be printed in ink by hand, preferably in black ink. The
15 required certifications are included as part of the Proposal Form.
16

17 The Contracting Agency reserves the right to arrange the proposal forms with alternates
18 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
19 bid on all alternates and additives set forth in the Proposal Form unless otherwise
20 specified.
21

22 **Preparation of Proposal**
23

24 The fourth paragraph of Section 1-02.6 is revised to read:
25

26 **1-02.6 Preparation of Proposal**
27 *(December 10, 2020 APWA GSP, Option A)*
28

29 Supplement this section with the following:
30

31 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise
32 (DBE) Utilization Certification, when required by the Special Provisions. For each and
33 every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise
34 Utilization Certification, the Bidder shall submit written confirmation from that DBE firm
35 that the DBE is in agreement with the DBE participation commitment that the Bidder has
36 made in the Bidder's completed Disadvantaged Business Enterprise Utilization
37 Certification.
38

39 WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation
40 Document) is to be used for this purpose. Bidder must submit good faith effort
41 documentation only in the event the bidder's efforts to solicit sufficient DBE participation
42 have been unsuccessful.
43

44 The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to
45 be performed by each DBE listed on the DBE Utilization Certification.
46

47 If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder
48 must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how
49 the DBE Trucking firm will be able to perform the scope of work subcontracted to them.
50

51 Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation
52 Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE

1 Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-
2 02.9.

3
4 **1-02.7 Bid Deposit**
5 *(March 8, 2013 APWA GSP)*

6
7 Supplement this section with the following:

8
9 Bid bonds shall contain the following:

- 10 1. Contracting Agency-assigned number for the project;
- 11 2. Name of the project;
- 12 3. The Contracting Agency named as obligee;
- 13 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
14 represents five percent of the maximum bid amount that could be awarded;
- 15 5. Signature of the bidder's officer empowered to sign official statements. The signature
16 of the person authorized to submit the bid should agree with the signature on the
17 bond, and the title of the person must accompany the said signature;
- 18 6. The signature of the surety's officer empowered to sign the bond and the power of
19 attorney.

20
21 If so stated in the Contract Provisions, bidder must use the bond form included in the
22 Contract Provisions.

23
24 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

25
26 **Delivery of Proposal**

27
28 Section 1-02.9 is supplemented with the following:

29
30 **1-02.9 Delivery of Proposal**
31 *(June 17, 2021 APWA GSP, Option A)*

32
33 Delete this section and replace it with the following:

34
35 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
36 Project Number as stated in the Call for Bids clearly marked on the outside of the
37 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
38 delivery.

39
40 To be considered responsive on a FHWA-funded project, the Bidder may be required to
41 submit the following items, as required by Section 1-02.6:

- 42
- 43 • DBE Utilization Certification
- 44 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
45 completed DBE Utilization Certification (WSDOT 272-056)
- 46 • Good Faith Effort (GFE) Documentation
- 47 • DBE Bid Item Breakdown (WSDOT 272-054)
- 48 • DBE Trucking Credit Form (WSDOT 272-058)
- 49

50 **DBE Utilization Certification**

1 The DBE Utilization Certification shall be received at the same location and no later than
2 the time required for delivery of the Proposal. The Contracting Agency will not open or
3 consider any Proposal when the DBE Utilization Certification is received after the time
4 specified for receipt of Proposals or received in a location other than that specified for
5 receipt of Proposals. The DBE Utilization Certification may be submitted in the same
6 envelope as the Bid deposit.
7

8 **DBE Written Confirmation and/or GFE Documentation**

9 The DBE Written Confirmation Documents and/or GFE Documents are not required to
10 be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE
11 (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The
12 documents shall be received no later than 48 hours (not including Saturdays, Sundays
13 and Holidays) after the time for delivery of the Proposal. To be considered responsive,
14 Bidders shall submit Written Confirmation Documentation from each DBE firm listed on
15 the Bidder's completed DBE Utilization Certification and/or the GFE as required by
16 Section 1-02.6.
17

18 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

19 The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be
20 received either with the Bid Proposal or as a Supplement to the Bid. The documents
21 shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays)
22 after the time for delivery of the Proposal. To be considered responsive, Bidders shall
23 submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each
24 DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and
25 corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned
26 for correction for a period up to five calendar days (not including Saturdays, Sundays
27 and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or
28 DBE Trucking Credit Forms that are still incorrect after the correction period will be
29 determined to be non-responsive.
30

31 Proposals that are received as required will be publicly opened and read as specified in
32 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that
33 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or
34 received in a location other than that specified in the Call for Bids. The Contracting
35 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or
36 GFE documentation) that is received after the time specified above, or received in a
37 location other than that specified in the Call for Bids.
38

39 If an emergency or unanticipated event interrupts normal work processes of the
40 Contracting Agency so that Proposals cannot be received at the office designated for
41 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
42 Proposal will be deemed to be extended to the same time of day specified in the
43 solicitation on the first work day on which the normal work processes of the Contracting
44 Agency resume.
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 **11:10:00AM Pacific Time on January 24, 2023**, at the Okanogan County Commissioners Hearing Room, Okanogan County, Washington for the:

CRP No. 9114-07 Twisp River Road-Spokane Grade Overlay

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 **11:10:00AM Pacific Time, January 24, 2023**. 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

1 **123 Fifth Avenue North**
2 **Room 150**
3 **Okanogan, Washington 98840**
4

5 And shall have the following clearly marked on the lower left-hand corner:
6

7 **SEALED BID FOR CRP No. 9114-07 Twisp River Road-Spokane Grade Overlay**
8

9 Telephone, telephone facsimile (FAX) or electronic e-mailed bids or amendments to bids will
10 not be accepted.
11
12
13

14 **1-02.13 Irregular Proposals**
15 *(October 1, 2020 APWA GSP)*
16

17 Delete this section and replace it with the following:
18

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

- 1 2. A Proposal may be considered irregular and may be rejected if:
2 a. The Proposal does not include a unit price for every Bid item;
3 b. Any of the unit prices are excessively unbalanced (either above or below the
4 amount of a reasonable Bid) to the potential detriment of the Contracting
5 Agency;
6 c. Receipt of Addenda is not acknowledged;
7 d. A member of a joint venture or partnership and the joint venture or
8 partnership submit Proposals for the same project (in such an instance, both
9 Bids may be rejected); or
10 e. If Proposal form entries are not made in ink.
11

12 **1-02.14 Disqualification of Bidders**

13 *(May 17, 2018 APWA GSP, Option A)*
14

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

17 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
18 responsibility criteria in RCW 39.04.350(1), as amended.
19

20 The Contracting Agency will verify that the Bidder meets the mandatory bidder
21 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
22 Contracting Agency reserves the right to request documentation as needed from the
23 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
24 responsibility criteria.
25

26 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
27 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
28 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
29 If the Bidder disagrees with this determination, it may appeal the determination within two
30 (2) business days of the Contracting Agency's determination by presenting its appeal and
31 any additional information to the Contracting Agency. The Contracting Agency will
32 consider the appeal and any additional information before issuing its final determination.
33 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
34 will not execute a contract with any other Bidder until at least two business days after the
35 Bidder determined to be not responsible has received the Contracting Agency's final
36 determination.
37

38 **1-02.15 Pre Award Information**

39 *(August 14, 2013 APWA GSP)*
40

41 Revise this section to read:
42

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

- 45 1. A complete statement of the origin, composition, and manufacture of any or all
46 materials to be used,
47 2. Samples of these materials for quality and fitness tests,
48 3. A progress schedule (in a form the Contracting Agency requires) showing the order
49 of and time required for the various phases of the work,
50 4. A breakdown of costs assigned to any bid item,
51 5. Attendance at a conference with the Engineer or representatives of the Engineer,

- 1 6. Obtain, and furnish a copy of, a business license to do business in the city or county
2 where the work is located.
3 7. Any other information or action taken that is deemed necessary to ensure that the
4 bidder is the lowest responsible bidder.
5
6

7 **Award and Execution of Contract**
8

9 **Award of Contract**
10

11 The first sentence of Section 1-03.2 is revised to read:
12

13 **1-03.1 Consideration of Bids**
14 *(January 23, 2006 APWA GSP)*
15

16 Revise the first paragraph to read:
17

18 After opening and reading proposals, the Contracting Agency will check them for
19 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
20 between the price per unit and the extended amount of any bid item, the price per unit will
21 control. If a minimum bid amount has been established for any item and the bidder's unit
22 or lump sum price is less than the minimum specified amount, the Contracting Agency will
23 unilaterally revise the unit or lump sum price, to the minimum specified amount and
24 recalculate the extension. The total of extensions, corrected where necessary, including
25 sales taxes where applicable and such additives and/or alternates as selected by the
26 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
27 the Awarded Contract Price amount and the amount of the contract bond.
28

29 **Execution Of Contract**
30

31 Section 1-03.3 is supplemented with the following:
32

33 **1-03.3 Execution of Contract**
34 *(October 1, 2005 APWA GSP)*
35

36 Revise this section to read:
37

38 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
39 available for signature by the successful bidder on the first business day following award.
40 The number of copies to be executed by the Contractor will be determined by the
41 Contracting Agency.
42

43 Within ***10*** calendar days after the award date, the successful bidder shall return the
44 signed Contracting Agency-prepared contract, an insurance certification as required by
45 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
46 execution of the contract by the Contracting Agency, the successful bidder shall provide
47 any pre-award information the Contracting Agency may require under Section 1-02.15.
48

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

1
2 If the bidder experiences circumstances beyond their control that prevents return of the
3 contract documents within the calendar days after the award date stated above, the
4 Contracting Agency may grant up to a maximum of ***5*** additional calendar days for
5 return of the documents, provided the Contracting Agency deems the circumstances
6 warrant it.
7

8
9 **1-03.4 Contract Bond**

10 *(July 23, 2015 APWA GSP)*
11

12 Delete the first paragraph and replace it with the following:
13

14 The successful bidder shall provide executed payment and performance bond(s) for the
15 full contract amount. The bond may be a combined payment and performance bond; or
16 be separate payment and performance bonds. In the case of separate payment and
17 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 18 1. Be on Contracting Agency-furnished form(s);
- 19 2. Be signed by an approved surety (or sureties) that:
 - 20 a. Is registered with the Washington State Insurance Commissioner, and
 - 21 b. Appears on the current Authorized Insurance List in the State of Washington
22 published by the Office of the Insurance Commissioner,
- 23 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
24 and conditions under the Contract, including but not limited to the duty and obligation
25 to indemnify, defend, and protect the Contracting Agency against all losses and
26 claims related directly or indirectly from any failure:
 - 27 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
28 subcontractors of the Contractor) to faithfully perform and comply with all contract
29 obligations, conditions, and duties, or
 - 30 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
31 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
32 subcontractors, material person, or any other person who provides supplies or
33 provisions for carrying out the work;
- 34 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
35 project under titles 50, 51, and 82 RCW; and
- 36 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
37 the bond; and
- 38 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
39 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
40 by the president or vice president, unless accompanied by written proof of the
41 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
42 resolution, power of attorney, or a letter to such effect signed by the president or vice
43 president).
44

45 **1-03.7 Judicial Review**

46 *(November 30, 2018 APWA GSP)*
47

48 Revise this section to read:
49

50 Any decision made by the Contracting Agency regarding the Award and execution of the
51 Contract or Bid rejection shall be conclusive subject to the scope of judicial review

1 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
2 Court of the county where the Contracting Agency headquarters is located, provided that
3 where an action is asserted against a county, RCW 36.01.050 shall control venue and
4 jurisdiction.
5

6 **Scope of the Work**
7

8 **Coordination of Contract Documents, Plans, Special Provisions,**
9 **Specifications, and Addenda**
10

11 Section 1-04.2 is supplemented with the following:
12

13 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
14 **Specifications, and Addenda**
15 *(December 10, 2020 APWA GSP)*
16

17 Revise the second paragraph to read:
18

19 Any inconsistency in the parts of the contract shall be resolved by following this order of
20 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
21

- 22 1. Addenda,
- 23 2. Proposal Form,
- 24 3. Special Provisions,
- 25 4. Contract Plans,
- 26 5. Standard Specifications,
- 27 6. Contracting Agency's Standard Plans or Details (if any), and
- 28 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

29 **1-04.4(1) Minor Changes**
30 *(May 30, 2019 APWA GSP)*
31

32 Delete the first paragraph and replace it with the following:
33

34 Payments or credits for changes amounting to \$25,000.00 or less may be made under
35 the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure
36 for Minor Changes may be used in lieu of the more formal procedure as outlined in Section
37 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work
38 and will not change Contract Time.
39

40 **Control of Work**
41

42 Section 1-05.3 is supplemented with the following:
43

44 ***(January 13, 2021)***
45 ***Contractor Surveying - Roadway***

46 The Contracting Agency has provided primary survey control in the Plans.
47

48 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
49 stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage,
50 surfacing, paving, channelization and pavement marking, illumination and signals,
51 guardrails and barriers, and signing. Except for the survey control data to be furnished

1 by the Contracting Agency, calculations, surveying, and measuring required for setting
2 and maintaining the necessary lines and grades shall be the Contractor's responsibility.
3
4 The Contractor shall inform the Engineer when monuments are discovered that were not
5 identified in the Plans and construction activity may disturb or damage the monuments.
6 All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the
7 length of the project or be replaced at the Contractors expense.
8
9 Detailed survey records shall be maintained, including a description of the work
10 performed on each shift, the methods utilized, and the control points used. The record
11 shall be adequate to allow the survey to be reproduced. A copy of each day's record shall
12 be provided to the Engineer within three working days after the end of the shift.
13
14 The meaning of words and terms used in this provision shall be as listed in "Definitions of
15 Surveying and Associated Terms" current edition, published by the American Congress
16 on Surveying and Mapping and the American Society of Civil Engineers.
17
18 The survey work shall include but not be limited to the following:
19
20 1. Verify the primary horizontal and vertical control furnished by the Contracting
21 Agency, and expand into secondary control by adding stakes and hubs as well
22 as additional survey control needed for the project. Provide descriptions of
23 secondary control to the Contracting Agency. The description shall include
24 coordinates and elevations of all secondary control points.
25
26 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on
27 centerline or on offsets to centerline at all curve points (PCs, PTs, and Pls) and
28 at points on the alignments spaced no further than 50 feet.
29
30 3. Establish clearing limits, placing stakes at all angle points and at intermediate
31 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
32 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise
33 shown in the Plans.
34
35 4. Establish grading limits, placing slope stakes at centerline increments not more
36 than 50 feet apart. Establish offset reference to all slope stakes. If Global
37 Positioning Satellite (GPS) Machine Controls are used to provide grade control,
38 then slope stakes may be omitted at the discretion of the Contractor
39
40 5. Establish the horizontal and vertical location of all drainage features, placing
41 offset stakes to all drainage structures and to pipes at a horizontal interval not
42 greater than 25 feet.
43
44 6. Establish roadbed and surfacing elevations by placing stakes at the top of
45 subgrade and at the top of each course of surfacing. Subgrade and surfacing
46 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
47 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
48 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
49 stakes shall be placed at all locations where the roadway slope changes and at
50 additional points such that the transverse spacing of stakes is not more than 12
51 feet. If GPS Machine Controls are used to provide grade control, then roadbed
52 and surfacing stakes may be omitted at the discretion of the Contractor.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

- 7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
- 9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- 10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

1
2 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will
3 verify these coordinates prior to issuing approval to the Contractor for commencing with
4 the work. The Contracting Agency will require up to seven calendar days from the date
5 the data is received.
6
7 Contract work to be performed using contractor-provided stakes shall not begin until the
8 stakes are approved by the Contracting Agency. Such approval shall not relieve the
9 Contractor of responsibility for the accuracy of the stakes.
10
11 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are
12 needed that are not described in the Plans, then those stakes shall be marked, at no
13 additional cost to the Contracting Agency as ordered by the Engineer.
14
15 **Payment**
16 Payment will be made for the following bid item when included in the proposal:
17
18 "Roadway Surveying", lump sum.
19
20 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,
21 equipment, materials, and supervision utilized to perform the Work specified, including
22 any resurveying, checking, correction of errors, replacement of missing or damaged
23 stakes, and coordination efforts.
24
25 **1-05.4 Conformity With and Deviations from Plans and Stakes**
26
27 Supplement this section with the following:
28
29 **Roadway and Utility Surveys**
30 *(July 23, 2015 APWA GSP, Option 1)*
31
32 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
33 measurements the Engineer deems necessary for completion of the work. These shall
34 generally consist of one initial set of:
35 1. Slope stakes for establishing grading;
36 2. Curb grade stakes;
37 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
38 4. Offset points to establish line and grade for underground utilities such as water,
39 sewers, and storm drains.
40
41 On alley construction projects with minor grade changes, the Engineer shall provide only
42 offset hubs on one side of the alley to establish the alignment and grade.
43
44 **1-05.7 Removal of Defective and Unauthorized Work**
45 *(October 1, 2005 APWA GSP)*
46
47 Supplement this section with the following:
48
49 If the Contractor fails to remedy defective or unauthorized work within the time specified
50 in a written notice from the Engineer, or fails to perform any part of the work required by
51 the Contract Documents, the Engineer may correct and remedy such work as may be

1 identified in the written notice, with Contracting Agency forces or by such other means as
2 the Contracting Agency may deem necessary.
3
4 If the Contractor fails to comply with a written order to remedy what the Engineer
5 determines to be an emergency situation, the Engineer may have the defective and
6 unauthorized work corrected immediately, have the rejected work removed and replaced,
7 or have work the Contractor refuses to perform completed by using Contracting Agency
8 or other forces. An emergency situation is any situation when, in the opinion of the
9 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
10 of loss or damage to the public.
11
12 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
13 remedying defective or unauthorized work, or work the Contractor failed or refused to
14 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
15 monies due, or to become due, the Contractor. Such direct and indirect costs shall
16 include in particular, but without limitation, compensation for additional professional
17 services required, and costs for repair and replacement of work of others destroyed or
18 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
19
20 No adjustment in contract time or compensation will be allowed because of the delay in
21 the performance of the work attributable to the exercise of the Contracting Agency's
22 rights provided by this Section.
23
24 The rights exercised under the provisions of this section shall not diminish the
25 Contracting Agency's right to pursue any other avenue for additional remedy or damages
26 with respect to the Contractor's failure to perform the work as required.
27
28
29 **1-05.13 Superintendents, Labor and Equipment of Contractor**
30 *(August 14, 2013 APWA GSP)*
31
32 Delete the sixth and seventh paragraphs of this section.
33
34 **Cooperation With Other Contractors**
35
36 Section 1-05.14 is supplemented with the following:
37
38 **1-05.15 Method of Serving Notices**
39 *(March 25, 2009 APWA GSP)*
40
41 Revise the second paragraph to read:
42
43 All correspondence from the Contractor shall be directed to the Project Engineer. All
44 correspondence from the Contractor constituting any notification, notice of protest, notice
45 of dispute, or other correspondence constituting notification required to be furnished
46 under the Contract, must be in paper format, hand delivered or sent via mail delivery
47 service to the Project Engineer's office. Electronic copies such as e-mails or
48 electronically delivered copies of correspondence will not constitute such notice and will
49 not comply with the requirements of the Contract.

1 Add the following new section:
2
3 **1-05.16 Water and Power**
4 *(October 1, 2005 APWA GSP)*
5
6 The Contractor shall make necessary arrangements, and shall bear the costs for power
7 and water necessary for the performance of the work, unless the contract includes power
8 and water as a pay item.
9
10 **Control of Material**
11
12 Section 1-06 is supplemented with the following:
13
14 **1-06.6 Recycled Materials**
15 *(January 4, 2016 APWA GSP)*
16
17 Delete this section, including its subsections, and replace it with the following:
18
19 The Contractor shall make their best effort to utilize recycled materials in the construction
20 of the project. Approval of such material use shall be as detailed elsewhere in the
21 Standard Specifications.
22
23 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
24 that were utilized in the construction of the project for each of the items listed in Section
25 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
26 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
27 and aggregates from concrete returned to the supplier). The Contractor's report shall be
28 provided on DOT form 350-075 Recycled Materials Reporting.
29
30 **Legal Relations and Responsibilities to the Public**
31
32 **Laws to be Observed**
33
34 **1-07.1 Laws to be Observed**
35 *(October 1, 2005 APWA GSP)*
36
37 Supplement this section with the following:
38
39 In cases of conflict between different safety regulations, the more stringent regulation
40 shall apply.
41
42 The Washington State Department of Labor and Industries shall be the sole and
43 paramount administrative agency responsible for the administration of the provisions of
44 the Washington Industrial Safety and Health Act of 1973 (WISHA).
45
46 The Contractor shall maintain at the project site office, or other well known place at the
47 project site, all articles necessary for providing first aid to the injured. The Contractor
48 shall establish, publish, and make known to all employees, procedures for ensuring
49 immediate removal to a hospital, or doctor's care, persons, including employees, who
50 may have been injured on the project site. Employees should not be permitted to work
51 on the project site before the Contractor has established and made known procedures
52 for removal of injured persons to a hospital or a doctor's care.

1
2 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
3 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
4 from their failure, or improper maintenance, use, or operation. The Contractor shall be
5 solely and completely responsible for the conditions of the project site, including safety
6 for all persons and property in the performance of the work. This requirement shall apply
7 continuously, and not be limited to normal working hours. The required or implied duty of
8 the Engineer to conduct construction review of the Contractor's performance does not,
9 and shall not, be intended to include review and adequacy of the Contractor's safety
10 measures in, on, or near the project site.
11

12
13 **1-07.2 State Taxes**
14

15 Delete this section, including its sub-sections, in its entirety and replace it with the following:
16

17 **1-07.2 State Sales Tax**
18 *(June 27, 2011 APWA GSP)*
19

20 The Washington State Department of Revenue has issued special rules on the State
21 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
22 Contractor should contact the Washington State Department of Revenue for answers to
23 questions in this area. The Contracting Agency will not adjust its payment if the
24 Contractor bases a bid on a misunderstood tax liability.
25

26 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
27 contract amounts. In some cases, however, state retail sales tax will not be included.
28 Section 1-07.2(2) describes this exception.
29

30 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
31 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
32 Department of Revenue a certificate showing that all contract-related taxes have been
33 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
34 Contractor any amount the Contractor may owe the Washington State Department of
35 Revenue, whether the amount owed relates to this contract or not. Any amount so
36 deducted will be paid into the proper State fund.
37

38 **1-07.2(1) State Sales Tax — Rule 171**
39

40 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
41 roads, etc., which are owned by a municipal corporation, or political subdivision of the
42 state, or by the United States, and which are used primarily for foot or vehicular traffic.
43 This includes storm or combined sewer systems within and included as a part of the
44 street or road drainage system and power lines when such are part of the roadway
45 lighting system. For work performed in such cases, the Contractor shall include
46 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
47 amounts, including those that the Contractor pays on the purchase of the materials,
48 equipment, or supplies used or consumed in doing the work.
49

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

2
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
4 existing buildings, or other structures, upon real property. This includes, but is not
5 limited to, the construction of streets, roads, highways, etc., owned by the state of
6 Washington; water mains and their appurtenances; sanitary sewers and sewage
7 disposal systems unless such sewers and disposal systems are within, and a part of, a
8 street or road drainage system; telephone, telegraph, electrical power distribution lines,
9 or other conduits or lines in or above streets or roads, unless such power lines become a
10 part of a street or road lighting system; and installing or attaching of any article of
11 tangible personal property in or to real property, whether or not such personal property
12 becomes a part of the realty by virtue of installation.

13
14 For work performed in such cases, the Contractor shall collect from the Contracting
15 Agency, retail sales tax on the full contract price. The Contracting Agency will
16 automatically add this sales tax to each payment to the Contractor. For this reason, the
17 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
18 contract amount subject to Rule 170, with the following exception.

19
20 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
21 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
22 consumable supplies not integrated into the project. Such sales taxes shall be included
23 in the unit bid item prices or in any other contract amount.

24
25 **1-07.2(3) Services**

26
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any
28 contract wholly for professional or other services (as defined in Washington State
29 Department of Revenue Rules 138 and 244).

30
31 **Load Limits**

32
33 Section 1-07.7 is supplemented with the following:

34
35 (*****)
36 If the sources of materials provided by the contractor necessitates hauling over roads
37 other than Okanogan County Roads or State Highways, the Contractor shall, at the
38 Contractor's expense, make all arrangements for the use of the haul routes.

39
40 Any oversized load permits that may be required shall be at the Contractor's expense.

41
42 **Wages**

43
44 (January 10, 2022)
45 The Federal wage rates incorporated in this contract have been established by the
46 Secretary of Labor under United States Department of Labor General Decision No.
47 WA20220001.

48
49 The State rates incorporated in this contract are applicable to all construction
50 activities associated with this contract.

51

1 **1-07.9(5) Required Documents**
2 (January 3, 2020 APWA GSP)
3
4 Delete this section and replace it with the following:
5
6 **General**
7 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified
8 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
9 submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit
10 (PWIA) system.
11
12 **Intents and Affidavits**
13 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to
14 the Engineer the following for themselves and for each firm covered under RCW 39.12
15 that will or has provided Work and materials for the Contract:
16
17 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
18 number F700-029-000. The Contracting Agency will make no payment under this
19 Contract until this statement has been approved by State L&I and reviewed by
20 the Engineer.
21
22 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
23 F700-007-000. The Contracting Agency will not grant Completion until all
24 approved Affidavit of Wages paid for the Contractor and all Subcontractors have
25 been received by the Engineer. The Contracting Agency will not release to the
26 Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing
27 Wages Paid" forms have been approved by State L&I and all of the approved
28 forms have been submitted to the Engineer for every firm that worked on the
29 Contract.
30
31 The Contractor is responsible for requesting these forms from State L&I and for paying
32 any fees required by State L&I.
33
34 **Certified Payrolls**
35 Certified payrolls are required to be submitted by the Contractor for themselves, all
36 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly
37 on all Federal-aid projects and no less than monthly on State funded projects.
38
39 **Penalties for Noncompliance**
40 The Contractor is advised, if these payrolls are not supplied within the prescribed
41 deadlines, any or all payments may be withheld until compliance is achieved. In addition,
42 failure to provide these payrolls may result in other sanctions as provided by State laws
43 (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
44
45 **Requirements for Nondiscrimination**
46

1 **1-07.11 Requirements for Nondiscrimination**
2 (October 1, 2020 APWA GSP, Option B)
3

4 Supplement this section with the following:
5

6 ***Disadvantaged Business Enterprise Participation***

7 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
8 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.
9 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this
10 Contract. Failure to comply with the requirements of this Specification may result in your
11 Bid being found to be nonresponsive resulting in rejection or other sanctions as provided
12 by Contract.
13

14 **DBE Abbreviations and Definitions**

15 **Broker** – A business firm that provides a bona fide service, such as professional,
16 technical, consultant or managerial services and assistance in the procurement
17 of essential personnel, facilities, equipment, materials, or supplies required for
18 the performance of the Contract; or, persons/companies who arrange or
19 expedite transactions.
20

21 **Certified Business Description** – Specific descriptions of work the DBE is
22 certified to perform, as identified in the Certified Firm Directory, under the Vendor
23 Information page.
24

25 **Certified Firm Directory** – A database of all Minority, Women, and
26 Disadvantaged Business Enterprises currently certified by Washington State.
27 The on-line Directory is available to Bidders for their use in identifying and
28 soliciting interest from DBE firms. The database is located under the Firm
29 Certification section of the Diversity Management and Compliance System web
30 page at: <https://omwbe.diversitycompliance.com>.
31

32 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines
33 commercially useful function as: *"A DBE performs a commercially useful function*
34 *when it is responsible for execution of the work of the contract and is carrying*
35 *out its responsibilities by actually performing, managing, and supervising the*
36 *work involved. To perform a commercially useful function, the DBE must also be*
37 *responsible, with respect to materials and supplies used on the contract, for*
38 *negotiating price, determining quality and quantity, ordering the material, and*
39 *installing (where applicable) and paying for the material itself. To determine*
40 *whether a DBE is performing a commercially useful function, you must evaluate*
41 *the amount of work subcontracted, industry practices, whether the amount the*
42 *firm is to be paid under the contract is commensurate with the work it is actually*
43 *performing and the DBE credit claimed for its performance of the work, and other*
44 *relevant factors."*
45

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

50 **Force Account Work** – Work measured and paid in accordance with Section 1-
51 09.6.
52

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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

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

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

Regular Dealer (DBE) – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE 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 on the Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

1 DBE participation is only credited upon payment to the DBE.
2
3 The following are some definitions of what may be counted as DBE participation.
4
5 **DBE Prime Contractor**
6 Only take credit for that portion of the total dollar value of the Contract equal to
7 the distinct, clearly defined portion of the Work that the DBE Prime Contractor
8 performs with its own forces and is certified to perform.
9
10 **DBE Subcontractor**
11 Only take credit for that portion of the total dollar value of the subcontract that is
12 equal to the distinct, clearly defined portion of the Work that the DBE performs
13 with its own forces and is certified to perform. The value of work performed by
14 the DBE includes the cost of supplies and materials purchased by the DBE and
15 equipment leased by the DBE, for its work on the contract. Supplies, materials
16 or equipment obtained by a DBE that are not utilized or incorporated in the
17 contract work by the DBE will not be eligible for DBE credit.
18
19 The supplies, materials, and equipment purchased or leased from the
20 Contractor or its affiliate, including any Contractor's resources available to DBE
21 subcontractors at no cost, shall not be credited.
22
23 DBE credit will not be given in instances where the equipment lease includes
24 the operator. The DBE is expected to operate the equipment used in the
25 performance of its work under the contract with its own forces. Situations where
26 equipment is leased and used by the DBE, but payment is deducted from the
27 Contractor's payment to the DBE is not allowed.
28
29 When the subcontractor is part of a DBE Commitment, the following apply:
30
31 1. If a DBE subcontracts a portion of the Work of its contract to another
32 firm, the value of the subcontracted Work may be counted toward the
33 DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
34
35 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may
36 be counted toward the DBE COA Goal.
37
38 3. Work subcontracted to a non-DBE does not count towards the DBE
39 COA Goal.
40
41 **DBE Subcontract and Lower Tier Subcontract Documents**
42 There must be a subcontract agreement that complies with 49 CFR Part 26 and
43 fully describes the distinct elements of Work committed to be performed by the
44 DBE.
45
46 **DBE Service Provider**
47 The value of fees or commissions charged by a DBE firm behaving in a manner
48 of a Broker, or another service provider for providing a bona fide service, such
49 as professional, technical, consultant, managerial services, or for providing
50 bonds or insurance specifically required for the performance of the contract will
51 only be credited as DBE participation, if the fee/commission is determined by
52 the Contracting Agency to be reasonable and the firm has performed a CUF.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

Force Account Work

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

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

Temporary Traffic Control

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

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.

1 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
2 Regular Dealer may be credited towards the DBE Goal. If the role of the DBE
3 Regular Dealer is determined to be that of a Broker, then DBE credit shall be
4 limited to the fee or commission it receives for its services. Regular Dealer
5 status and the amount of credit is determined on a Contract-by-Contract basis.
6
7 DBE firms proposed to be used as a Regular Dealer must be approved before
8 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer
9 list published on WSDOT's Office of Equal Opportunity (OEO) web site must
10 include the specific project for which approval is being requested. For purposes
11 of the DBE COA Goal participation, the Regular Dealer must submit the Regular
12 Dealer Status Request form a minimum of five calendar days prior to bid
13 opening.
14
15 Purchase of materials or supplies from a DBE which is neither a manufacturer
16 nor a regular dealer, (i.e. Broker) only the fees or commissions charged for
17 assistance in the procurement of the materials and supplies, or fees or
18 transportation charges for the delivery of materials or supplies required on the
19 job site, may count towards the DBE COA Goal provided the fees are not
20 excessive as compared with fees customarily allowed for similar services.
21 Documentation will be required to support the fee/commission charged by the
22 DBE. The cost of the materials and supplies themselves cannot be counted
23 toward the DBE COA Goal.
24
25 Note: Requests to be listed as a Regular Dealer will only be processed if the
26 requesting firm is a material supplier certified by the Office of Minority
27 and Women's Business Enterprises in a NAICS code that falls within
28 the 42XXXX NAICS Wholesale code section.
29
30 **Disadvantaged Business Enterprise Utilization**
31 To be eligible for award of the Contract, the Bidder shall properly complete and
32 submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the
33 Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.
34 The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder
35 intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form
36 272-056) is included in the Proposal package for this purpose as well as instructions
37 on how to properly fill out the form.
38
39 The Bidder is advised that the items listed below when listed in the Utilization
40 Certification must have their amounts reduced to the percentages shown and those
41 reduced amounts will be the amount applied towards meeting the DBE COA Goal.
42
43 • Force account at 50%
44 • Regular dealer at 60%
45
46 In the event of arithmetic errors in completing the DBE Utilization Certification, the
47 amount listed to be applied towards the DBE COA Goal for each DBE shall govern
48 and the DBE total amount shall be adjusted accordingly.
49
50 Note: The Contracting Agency shall consider as non-responsive and shall
51 reject any Bid Proposal submitted that does not contain a DBE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

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

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

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

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

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

- 2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

Note: In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised DBE COA Goal will not

1 be reduced. The Bidder shall demonstrate a GFE during the life of the
2 Contract to attain the advertised DBE COA Goal.
3
4 GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking
5 Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.
6
7 The Contracting Agency will review the GFE documentation and will determine if the
8 Bidder made an adequate good faith effort.
9
10 **Good Faith Effort (GFE) Documentation**
11 GFE is evaluated when:
12
13 1. Determining award of a Contract that has COA goal,
14
15 2. When a COA DBE is terminated and substitution is required, and
16
17 3. Prior to Physical Completion when determining whether the Contractor has
18 satisfied its DBE commitments.
19
20 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,
21 demonstrate adequate good faith efforts. The following is a list of types of actions,
22 which would be considered as part of the Bidder's GFE to achieve DBE participation.
23 It is not intended to be a mandatory checklist, nor is it intended to be exclusive or
24 exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
25
26 1. Soliciting through all reasonable and available means (e.g. attendance at
27 pre-bid meetings, advertising and/or written notices) the interest of all
28 certified DBEs who have the capability to perform the Work of the Contract.
29 The Bidder must solicit this interest within sufficient time to allow the DBEs
30 to respond to the solicitation. The Bidder must determine with certainty if
31 the DBEs are interested by taking appropriate steps to follow up initial
32 solicitations.
33
34 2. Selecting portions of the Work to be performed by DBEs in order to increase
35 the likelihood that the DBE COA Goal will be achieved. This includes, where
36 appropriate, breaking out contract Work items into economically feasible
37 units to facilitate DBE participation, even when the Bidder might otherwise
38 prefer to perform these Work items with its own forces.
39
40 3. Providing interested DBEs with adequate information about the Plans,
41 Specifications, and requirements of the Contract in a timely manner to
42 assist them in responding to a solicitation.
43
44 a. Negotiating in good faith with interested DBEs. It is the Bidder's
45 responsibility to make a portion of the Work available to DBE
46 subcontractors and suppliers and to select those portions of the Work
47 or material needs consistent with the available DBE subcontractors and
48 suppliers, so as to facilitate DBE participation. Evidence of such
49 negotiation includes the names, addresses, and telephone numbers of
50 DBEs that were considered; a description of the information provided
51 regarding the Plans and Specifications for the Work selected for

subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

- b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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.

1 Failure to submit or update the DBE Truck Unit Listing Log may result in trucks
2 not being credited as DBE participation.
3
4 Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit
5 Listing Log for each day that the DBE performs trucking services for DBE credit.
6 The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted
7 to the Engineer by Friday of the week after the work was performed.
8
9 **Joint Checking**
10 A joint check is a check between a Subcontractor and the Contractor to the
11 supplier of materials/supplies. The check is issued by the Contractor as payer
12 to the Subcontractor and the material supplier jointly for items to be incorporated
13 into the project. The DBE must release the check to the supplier, while the
14 Contractor acts solely as the guarantor.
15
16 A joint check agreement must be approved by the Engineer and requested by
17 the DBE involved using the DBE Joint Check Request Form (form # 272-053)
18 prior to its use. The form must accompany the DBE Joint Check Agreement
19 between the parties involved, including the conditions of the arrangement and
20 expected use of the joint checks.
21
22 The approval to use joint checks and the use will be closely monitored by the
23 Engineer. To receive DBE credit for performing a CUF with respect to obtaining
24 materials and supplies, a DBE must “be responsible for negotiating price,
25 determining quality and quantity, ordering the material, installing and paying for
26 the material itself.” The Contractor shall submit DBE Joint Check Request Form
27 to the Engineer and be in receipt of written approval prior to using a joint check.
28
29 Material costs paid by the Contractor directly to the material supplier are not
30 allowed. If proper procedures are not followed or the Engineer determines that
31 the arrangement results in lack of independence for the DBE involved, no DBE
32 credit will be given for the DBE’s participation as it relates to the material cost.
33
34 **Prompt Payment**
35 Prompt payment to all subcontractors shall be in accordance with Section 1-
36 08.1. Prompt payment requirements apply to progress payments as well as
37 return of retainage.
38
39 **Subcontracts**
40 Prior to a DBE performing Work on the Contract, an executed subcontract
41 between the DBE and the Contractor shall be submitted to the Engineer. The
42 executed subcontracts shall be submitted by email to the following email
43 address
44
45 *** sstidman@co.okanogan.wa.us ***
46
47 The prime contractor shall notify the Engineer in writing within five calendar days
48 of subcontract submittal.
49
50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

Reporting

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

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

Changes in COA Work Committed to DBE

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

Owner Initiated Changes

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

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.

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.

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.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Notice

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

Sanctions

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

1 **Payment**
2 Compensation for all costs involved with complying with the conditions of this
3 Specification and any other associated DBE requirements is included in payment for
4 the associated Contract items of Work, except otherwise provided in the
5 Specifications.
6

7 **Federal Agency Inspection**
8

9 Section 1-07.12 is supplemented with the following:
10

11 ***(January 25, 2016)***

12 **Required Federal Aid Provisions**

13 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
14 Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions
15 of the Standard Specifications and are made a part of this Contract; provided, however,
16 that if any of the provisions of FHWA 1273, as amended, are less restrictive than
17 Washington State Law, then the Washington State Law shall prevail.
18

19 The provisions of FHWA 1273, as amended, included in this Contract require that the
20 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together
21 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall
22 be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273
23 and amendments thereto in any lower tier Subcontracts, together with the wage rates.
24 The Contractor shall also ensure that this section, REQUIRED FEDERAL AID
25 PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier
26 Subcontractors. For this purpose, upon request to the Engineer, the Contractor will be
27 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable
28 wage rates, and this Special Provision.
29

30 **Utilities and Similar Facilities**
31

32 Section 1-07.17 is supplemented with the following:
33

34 *(April 2, 2007)*

35 Locations and dimensions shown in the Plans for existing facilities are in accordance with
36 available information obtained without uncovering, measuring, or other verification.
37

38 The following addresses and telephone numbers of utility companies known or suspected
39 of having facilities within the project limits are supplied for the Contractor's convenience:
40

41 *** Okanogan County PUD #1

42 Allen Allie
43 P.O. Box 912
44 Okanogan, WA 98840
45 (509)422-8407
46

47 Okanogan County Electric Co-op
48 Gary Wilson
49 PO Box 69
50 Winthrop, WA 98862
51 (509)996-2228
52

1 Methow Valley Irrigation District
2 Sandra Strieby
3 PO Box 860
4 Twisp, WA 98856
5 (509)997-2576
6
7 CenturyLink
8 Rob Fraley
9 Supervisor Region Operations
10 Cheney, WA 98902
11 (509)235-3308 ***
12

13 **Public Liability and Property Damage Insurance**
14

15 Section 1-07.18 is supplemented with the following:
16

17 **1-07.18 Public Liability and Property Damage Insurance**
18

19 Delete this section in its entirety, and replace it with the following:
20

21 **1-07.18 Insurance**
22 *(January 4, 2016 APWA GSP)*
23

24 **1-07.18(1) General Requirements**

- 25 A. The Contractor shall procure and maintain the insurance described in all subsections of
26 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
27 rating of not less than A-: VII and licensed to do business in the State of Washington.
28 The Contracting Agency reserves the right to approve or reject the insurance provided,
29 based on the insurer's financial condition.
30
31 B. The Contractor shall keep this insurance in force without interruption from the
32 commencement of the Contractor's Work through the term of the Contract and for thirty
33 (30) days after the Physical Completion date, unless otherwise indicated below.
34
35 C. If any insurance policy is written on a claims made form, its retroactive date, and that of
36 all subsequent renewals, shall be no later than the effective date of this Contract. The
37 policy shall state that coverage is claims made, and state the retroactive date. Claims-
38 made form coverage shall be maintained by the Contractor for a minimum of 36 months
39 following the Completion Date or earlier termination of this Contract, and the Contractor
40 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
41 claims made form of coverage becomes unavailable, or economically prohibitive, the
42 Contractor shall purchase an extended reporting period ("tail") or execute another form of
43 guarantee acceptable to the Contracting Agency to assure financial responsibility for
44 liability for services performed.
45
46 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
47 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
48 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
49 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
50 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
51 with it.
52

- 1 E. The Contractor shall provide the Contracting Agency and all additional insureds with
2 written notice of any policy cancellation, within two business days of their receipt of such
3 notice.
4
- 5 F. The Contractor shall not begin work under the Contract until the required insurance has
6 been obtained and approved by the Contracting Agency
7
- 8 G. Failure on the part of the Contractor to maintain the insurance as required shall
9 constitute a material breach of contract, upon which the Contracting Agency may, after
10 giving five business days' notice to the Contractor to correct the breach, immediately
11 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
12 and all premiums in connection therewith, with any sums so expended to be repaid to the
13 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
14 offset against funds due the Contractor from the Contracting Agency.
15
- 16 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
17 of the Contract and no additional payment will be made.
18

19 **1-07.18(2) Additional Insured**

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

- 23 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
24 volunteers

25 The above-listed entities shall be additional insured(s) for the full available limits of liability
26 maintained by the Contractor, irrespective of whether such limits maintained by the
27 Contractor are greater than those required by this Contract, and irrespective of whether the
28 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
29 lower than those maintained by the Contractor.
30

31 For Commercial General Liability insurance coverage, the required additional insured
32 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
33 operations and CG 20 37 10 01 for completed operations.
34

35 **1-07.18(3) Subcontractors**

36 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage
37 that complies with all applicable requirements of the Contractor-provided insurance as set
38 forth herein, except the Contractor shall have sole responsibility for determining the limits of
39 coverage required to be obtained by Subcontractors.
40

41 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
42 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
43 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
44 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
45

46 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
47 Agency evidence of insurance and copies of the additional insured endorsements of each
48 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
49

50 **1-07.18(4) Verification of Coverage**

51 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
52 endorsements for each policy of insurance meeting the requirements set forth herein when

the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
-------------	-----------------

1	\$2,000,000	General Aggregate
2	\$2,000,000	Products & Completed Operations Aggregate
3	\$1,000,000	Personal & Advertising Injury each offence
4	\$1,000,000	Stop Gap / Employers' Liability each accident
5		
6	1-07.18(5)B Automobile Liability	
7	Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be	
8	written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the	
9	transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48	
10	endorsements.	
11		
12	Such policy must provide the following minimum limit:	
13	\$1,000,000	Combined single limit each accident
14		
15	1-07.18(5)C Workers' Compensation	
16	The Contractor shall comply with Workers' Compensation coverage as required by the	
17	Industrial Insurance laws of the State of Washington.	
18		
19	Public Convenience and Safety	
20		
21	<i>Construction Under Traffic</i>	
22		
23	(January 2, 2012)	
24	Work Zone Clear Zone	
25	The Work Zone Clear Zone (WZCZ) applies during working and nonworking	
26	hours. The WZCZ applies only to temporary roadside objects introduced by the	
27	Contractor's operations and does not apply to preexisting conditions or	
28	permanent Work. Those work operations that are actively in progress shall be in	
29	accordance with adopted and approved Traffic Control Plans, and other contract	
30	requirements.	
31		
32	During nonworking hours equipment or materials shall not be within the WZCZ	
33	unless they are protected by permanent guardrail or temporary concrete barrier.	
34	The use of temporary concrete barrier shall be permitted only if the Engineer	
35	approves the installation and location.	
36		
37	During actual hours of work, unless protected as described above, only	
38	materials absolutely necessary to construction shall be within the WZCZ and	
39	only construction vehicles absolutely necessary to construction shall be allowed	
40	within the WZCZ or allowed to stop or park on the shoulder of the roadway.	
41		
42	The Contractor's nonessential vehicles and employees private vehicles shall not	
43	be permitted to park within the WZCZ at any time unless protected as described	
44	above.	
45		
46	Deviation from the above requirements shall not occur unless the Contractor	
47	has requested the deviation in writing and the Engineer has provided written	
48	approval.	
49		
50	Minimum WZCZ distances are measured from the edge of traveled way and will	
51	be determined as follows:	

1

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

Minimum Work Zone Clear Zone Distance

Rights of Way

Section 1-07.24 is supplemented with the following:

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may

1 desire for temporary construction facilities, storage of materials, or other Contractor
2 needs. However, before using any private property, whether adjoining the work or not,
3 the Contractor shall file with the Engineer a written permission of the private property
4 owner, and, upon vacating the premises, a written release from the property owner of
5 each property disturbed or otherwise interfered with by reasons of construction pursued
6 under this contract. The statement shall be signed by the private property owner, or
7 proper authority acting for the owner of the private property affected, stating that
8 permission has been granted to use the property and all necessary permits have been
9 obtained or, in the case of a release, that the restoration of the property has been
10 satisfactorily accomplished. The statement shall include the parcel number, address,
11 and date of signature. Written releases must be filed with the Engineer before the
12 Completion Date will be established.
13

14 **Prosecution and Progress**
15

16 **1-08 PROSECUTION AND PROGRESS**
17

18 Add the following new section:
19

20 **1-08.0 Preliminary Matters**
21 (May 25, 2006 APWA GSP)
22

23 Add the following new section:
24

25 **1-08.0(1) Preconstruction Conference**
26 (October 10, 2008 APWA GSP)
27

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

- 31 1. To review the initial progress schedule;
32 2. To establish a working understanding among the various parties associated or
33 affected by the work;
34 3. To establish and review procedures for progress payment, notifications, approvals,
35 submittals, etc.;
36 4. To establish normal working hours for the work;
37 5. To review safety standards and traffic control; and
38 6. To discuss such other related items as may be pertinent to the work.
39

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

- 41 1. A breakdown of all lump sum items;
42 2. A preliminary schedule of working drawing submittals; and
43 3. A list of material sources for approval if applicable.
44

1 Add the following new section:

2
3 **1-08.0(2) Hours of Work**
4 *(December 8, 2014 APWA GSP)*
5

6 Except in the case of emergency or unless otherwise approved by the Engineer, the
7 normal working hours for the Contract shall be any consecutive 8-hour period between
8 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
9 Contractor desires different than the normal working hours stated above, the request
10 must be submitted in writing prior to the preconstruction conference, subject to the
11 provisions below. The working hours for the Contract shall be established at or prior to
12 the preconstruction conference.
13

14 All working hours and days are also subject to local permit and ordinance conditions (such
15 as noise ordinances).
16

17 If the Contractor wishes to deviate from the established working hours, the Contractor
18 shall submit a written request to the Engineer for consideration. This request shall state
19 what hours are being requested, and why. Requests shall be submitted for review no
20 later than ***2 days*** prior to the day(s) the Contractor is requesting to change the
21 hours.
22

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

- 25 1. On non-Federal aid projects, requiring the Contractor to reimburse the
26 Contracting Agency for the costs in excess of straight-time costs for Contracting
27 Agency representatives who worked during such times. (The Engineer may
28 require designated representatives to be present during the work.
29 Representatives who may be deemed necessary by the Engineer include, but are
30 not limited to: survey crews; personnel from the Contracting Agency's material
31 testing lab; inspectors; and other Contracting Agency employees or third party
32 consultants when, in the opinion of the Engineer, such work necessitates their
33 presence.)
34 2. Considering the work performed on Saturdays, Sundays, and holidays as working
35 days with regard to the contract time.
36 3. Considering multiple work shifts as multiple working days with respect to contract
37 time even though the multiple shifts occur in a single 24-hour period.
38 4. If a 4-10 work schedule is requested and approved the non working day for the
39 week will be charged as a working day.
40 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met
41 and recorded properly on certified payroll
42

43 (June 3, 2019)

44 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
45 submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement
46 between the Contractor and the subcontractor or between the subcontractor and any
47 lower tier subcontractor has been executed. This certification shall also guarantee that
48 these subcontract agreements include all the documents required by the Special
49 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 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. This form shall be submitted to the Engineer by email to the following email address for the region administering the Contract:

Eastern Region – ERegionOEO@wsdot.wa.gov
North Central Region – NCRRegionOEO@wsdot.wa.gov
Northwest Region – NWRegionOEO@wsdot.wa.gov
Olympic Region – ORegionOEO@wsdot.wa.gov
South Central Region – SCRegionOEO@wsdot.wa.gov
Southwest Region – SWRegionOEO@wsdot.wa.gov
Washington State Ferries – FerriesOEO@wsdot.wa.gov

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

Progress Schedule

General Requirements

1-08.3(2)A Type A Progress Schedule *(March 13, 2012 APWA GSP)*

Revise this section to read:

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

Prosecution of Work

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

(*****)

1 The Contractor shall begin work on May 15, 2023, unless otherwise approved by the
2 Engineer.
3
4 **Time for Completion**
5
6 The third paragraph of Section 1-08.5 is revised to read:
7
8 (*****)
9 Contract time shall begin on the first working day. The first working day shall be ***
10 May 15, 2023, unless otherwise approved by the Engineer. ***
11
12 Section 1-08.5 is supplemented with the following:
13
14 (March 13, 1995)
15 This project shall be physically completed within *** 25 *** working days.
16
17 **Liquidated Damages**
18
19 Section 1-08.9 is revised to read:
20
21 **1-08.9 Liquidated Damages**
22 *(March 3, 2021 APWA GSP, Option A)*
23
24 Replace Section 1-08.9 with the following:
25
26 Time is of the essence of the Contract. Delays inconvenience the traveling public,
27 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
28 Delays also cost tax payers undue sums of money, adding time needed for
29 administration, engineering, inspection, and supervision.
30
31 Accordingly, the Contractor agrees:
32
33 1. To pay liquidated damages in the amount of *** \$1,800.00 *** for each
34 working day beyond the number of working days established for Physical
35 Completion, and
36
37 2. To authorize the Engineer to deduct these liquidated damages from any
38 money due or coming due to the Contractor.
39
40 When the Contract Work has progressed to Substantial Completion as defined in the
41 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
42 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
43 overruns in Contract time occurring after the date so established, liquidated damages
44 identified above will not apply. For overruns in Contract time occurring after the
45 Substantial Completion Date, liquidated damages shall be assessed on the basis of
46 direct engineering and related costs assignable to the project until the actual Physical
47 Completion Date of all the Contract Work. The Contractor shall complete the remaining
48 Work as promptly as possible. Upon request by the Project Engineer, the Contractor
49 shall furnish a written schedule for completing the physical Work on the Contract.
50

1 Liquidated damages will not be assessed for any days for which an extension of time is
2 granted. No deduction or payment of liquidated damages will, in any degree, release the
3 Contractor from further obligations and liabilities to complete the entire Contract.
4

5 **Measurement and Payment**

6
7 **1-09.2(5) Measurement**
8 *(May 2, 2017 APWA GSP)*
9

10 Revise the first paragraph to read:

11
12 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform
13 verification checks on the accuracy of each batch, hopper, or platform scale used in
14 weighing contract items of Work.
15

16 **1-09.6 Force Account**
17 *(October 10, 2008 APWA GSP)*
18

19 Supplement this section with the following:

20
21 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
22 all items to be paid per force account, only to provide a common proposal for Bidders. All
23 such dollar amounts are to become a part of Contractor's total bid. However, the
24 Contracting Agency does not warrant expressly or by implication, that the actual amount
25 of work will correspond with those estimates. Payment will be made on the basis of the
26 amount of work actually authorized by Engineer.
27

28 **Payments**

29
30 Section 1-09.9 is supplemented with the following:

31
32 **1-09.9 Payments**
33 *(March 13, 2012 APWA GSP)*
34

35 Supplement this section with the following:

36
37 Lump sum item breakdowns are not required when the bid price for the lump sum item is
38 less than \$20,000.
39

40 **1-09.9 Payments**
41 *(March 13, 2012 APWA GSP)*
42

43 Delete the first four paragraphs and replace them with the following:

44
45 The basis of payment will be the actual quantities of Work performed according to the
46 Contract and as specified for payment.
47

48 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
49 Preconstruction Conference, to enable the Project Engineer to determine the Work
50 performed on a monthly basis. A breakdown is not required for lump sum items that
51 include a basis for incremental payments as part of the respective Specification. Absent

1 a lump sum breakdown, the Project Engineer will make a determination based on
2 information available. The Project Engineer's determination of the cost of work shall be
3 final.

4
5 Progress payments for completed work and material on hand will be based upon
6 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
7 established at the preconstruction conference.
8

9 The initial progress estimate will be made not later than 30 days after the Contractor
10 commences the work, and successive progress estimates will be made every month
11 thereafter until the Completion Date. Progress estimates made during progress of the
12 work are tentative, and made only for the purpose of determining progress payments.
13 The progress estimates are subject to change at any time prior to the calculation of the
14 final payment.
15

- 16 The value of the progress estimate will be the sum of the following:
- 17 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
18 work completed multiplied by the unit price.
 - 19 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
20 breakdown for that item, or absent such a breakdown, based on the Engineer's
21 determination.
 - 22 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
23 or other storage area approved by the Engineer.
 - 24 4. Change Orders — entitlement for approved extra cost or completed extra work as
25 determined by the Engineer.
26

- 27 Progress payments will be made in accordance with the progress estimate less:
- 28 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
 - 29 2. The amount of progress payments previously made; and
 - 30 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
31 Contract Documents.
32

33 Progress payments for work performed shall not be evidence of acceptable performance
34 or an admission by the Contracting Agency that any work has been satisfactorily
35 completed. The determination of payments under the contract will be final in accordance
36 with Section 1-05.1.
37

38 ***Retainage***

39
40 Section 1-09.9(1) content and title is deleted and replaced with the following:

41
42 **(June 27, 2011)**
43 **Vacant**
44

45 **1-09.13(3)A Administration of Arbitration**
46 *(November 30, 2018 APWA GSP)*
47

48 Revise the third paragraph to read:
49

1 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
2 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
3 the Superior Court of the county in which the Contracting Agency's headquarters is
4 located, provided that where claims subject to arbitration are asserted against a county,
5 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of
6 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
7 use the Contract as a basis for decisions.
8

9 **Temporary Traffic Control**

10
11 **General**

12
13 Section 1-10.1 is supplemented with the following:
14

15 **Traffic Control Management**

16
17 **General**

18
19 Section 1-10.2(1) is supplemented with the following:
20
21

22 **(*****)**
23 The county does not anticipate the need for a Road Closure on this Project.
24 All Work shall be coordinated to keep one lane open to traffic at all times.
25

26
27 (January 10, 2022)
28 The Traffic Control Supervisor shall be certified by one of the following:
29

30 The Northwest Laborers-Employers Training Trust
31 27055 Ohio Ave.
32 Kingston, WA 98346
33 (360) 297-3035
34 <https://www.nwlett.edu>
35

36 Evergreen Safety Council
37 12545 135th Ave. NE
38 Kirkland, WA 98034-8709
39 1-800-521-0778
40 <https://www.esc.org>
41

42 The American Traffic Safety Services Association
43 15 Riverside Parkway, Suite 100
44 Fredericksburg, Virginia 22406-1022
45 Training Dept. Toll Free (877) 642-4637
46 Phone: (540) 368-1701
47 <https://altssa.com/training>
48

49 Integrity Safety
50 13912 NE 20th Ave.
51 Vancouver, WA 98686
52 (360) 574-6071

1 <https://www.integritysafety.com>
2
3 US Safety Alliance
4 (904) 705-5660
5 <https://www.ussafetyalliance.com>
6
7 K&D Services Inc.
8 2719 Rockefeller Ave.
9 Everett, WA 98201
10 (800) 343-4049
11 <https://www.kndservices.net>
12

13 **Measurement**

14
15 ***Lump Sum Bid for Project (No Unit Items)***

16
17 Section 1-10.4(1) is supplemented with the following:

18 (August 2, 2004)
19 The proposal contains the item "Project Temporary Traffic Control", lump sum. The
20 provisions of Section 1-10.4(1) shall apply.
21

22 *** Traffic Control Supervisor, Flaggers ***
23
24

25
26 **Division 2**
27 **Earthwork**

28 **2-07 Watering**

29
30 **2-07.1 Description**

31
32 Section 2-07.1 Description is supplemented with the following:

33 (*****)
34
35 No source of water is available through the Contracting Agency. The Contractor shall
36 arrange for its own source of water. Withdrawal, tank filling, access and haul roads
37 needed for the delivery of water to the project areas will also be the responsibility of
38 the Contractor. The Contractor shall leave the area of withdrawal clean and free of
39 ruts, mud, debris and litter.

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

48
49 **All water sources must be approved by the Engineer prior to use.**
50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

Construction Requirements

Section 2-07.3 is supplemented with the following:

(*****)

Dust Control Watering

The Contractor shall control dust on the roadway during all operations, on cut and fill 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 waste areas and stockpile sites(s). The Contractor shall apply water or shall perform other approved dust control measures whenever dust conditions are present, including weekends and holidays.

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

**Division 3
Aggregate Production and Acceptance**

3-04 Acceptance of Aggregate

3-04.1 Description

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

(*****)

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

**Division 5
Surface Treatments and Pavements**

5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

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

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

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

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

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

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

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

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

1 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
2 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List
3 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
4
5 **5-04.2(1)A Vacant**
6
7 **5-04.2(2) Mix Design – Obtaining Project Approval**
8 No paving shall begin prior to the approval of the mix design by the Engineer.
9
10 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
11 in the contract documents.
12
13 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
14 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
15 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
16 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
17 testing of HMA accepted by commercial evaluation will be at the option of the Project
18 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
19 be excluded from the quantities used in the determination of nonstatistical evaluation.
20
21 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
22 shall provide one of the following mix design verification certifications for Contracting
23 Agency review;
24
25

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or

26

- one of the mix design verification certifications listed below.

27

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and

28

- certification (stamp & sig-nature) of a valid licensed Washington State

29

- Professional Engineer.

30

- The Mix Design Report for the proposed HMA mix design developed by a

31

- qualified City or County laboratory that is within one year of the approval date.**

32
33 The mix design shall be performed by a lab accredited by a national authority such as
34 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
35 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
36 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:
37 resource proficiency sample program.
38
39 Mix designs for HMA accepted by Nonstatistical evaluation shall;
40
41

- Have the aggregate structure and asphalt binder content determined in

42

- accordance with WSDOT Standard Operating Procedure 732 and meet the

43

- requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and

44

- stripping are at the discretion of the Engineer, and 9-03.8(6).

45

- Have anti-strip requirements, if any, for the proposed mix design determined in

46

- accordance with AASHTO T 283 or T 324, or based on historic anti-strip and

47

- aggregate source compatibility from previous WSDOT lab testing.

48

1 At the discretion of the Engineer, agencies may accept verified mix designs older than 12
2 months from the original verification date with a certification from the Contractor that the
3 materials and sources are the same as those shown on the original mix design.
4

5 Commercial Evaluation Approval of a mix design for “Commercial Evaluation” will be
6 based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For
7 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the
8 current WSDOT QPL or from one of the processes allowed by this section. Testing of the
9 HMA by the Contracting Agency for mix design approval is not required.

10 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and
11 design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.
12
13

14 **5-04.2(2)B Using Warm Mix Asphalt Processes**

15 The Contractor may elect to use additives that reduce the optimum mixing temperature
16 or serve as a compaction aid for producing HMA. Additives include organic additives,
17 chemical additives and foaming processes. The use of Additives is subject to the
18 following:
19

- 20 • Do not use additives that reduce the mixing temperature more than allowed in
21 Section 5-04.3(6) in the production of mixtures.
- 22 • Before using additives, obtain the Engineer’s approval using WSDOT Form 350-
23 076 to describe the proposed additive and process.

24
25 **5-04.3 Construction Requirements**
26

27 **5-04.3(1) Weather Limitations**

28 Do not place HMA for wearing course on any Traveled Way beginning October 1st
29 through March 31st of the following year without written concurrence from the Engineer.
30

31 Do not place HMA on any wet surface, or when the average surface temperatures are
32 less than those specified below, or when weather conditions otherwise prevent the
33 proper handling or finishing of the HMA.
34

35

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

36
37 **5-04.3(2) Paving Under Traffic**

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

- 1
2 The Contractor shall keep intersections open to traffic at all times except when paving
3 the intersection or paving across the intersection. During such time, and provided that
4 there has been an advance warning to the public, the intersection may be closed for the
5 minimum time required to place and compact the mixture. In hot weather, the Engineer
6 may require the application of water to the pavement to accelerate the finish rolling of the
7 pavement and to shorten the time required before reopening to traffic.
8
- 9 Before closing an intersection, advance warning signs shall be placed and signs shall
10 also be placed marking the detour or alternate route.
11
- 12 During paving operations, temporary pavement markings shall be maintained throughout
13 the project. Temporary pavement markings shall be installed on the Roadway prior to
14 opening to traffic. Temporary pavement markings shall be in accordance with Section 8-
15 23.
16
- 17 All costs in connection with performing the Work in accordance with these requirements,
18 except the cost of temporary pavement markings, shall be included in the unit Contract
19 prices for the various Bid items involved in the Contract.
20
- 21 **5-04.3(3) Equipment**
22
- 23 **5-04.3(3)A Mixing Plant**
24 Plants used for the preparation of HMA shall conform to the following requirements:
25
- 26 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of
27 asphalt binder shall be equipped to heat and hold the material at the required
28 temperatures. The heating shall be accomplished by steam coils, electricity, or
29 other approved means so that no flame shall be in contact with the storage tank.
30 The circulating system for the asphalt binder shall be designed to ensure proper
31 and continuous circulation during the operating period. A valve for the purpose of
32 sampling the asphalt binder shall be placed in either the storage tank or in the
33 supply line to the mixer.
 - 34 2. **Thermometric Equipment** – An armored thermometer, capable of detecting
35 temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder
36 feed line at a location near the charging valve at the mixer unit. The thermometer
37 location shall be convenient and safe for access by Inspectors. The plant shall
38 also be equipped with an approved dial-scale thermometer, a mercury actuated
39 thermometer, an electric pyrometer, or another approved thermometric
40 instrument placed at the discharge chute of the drier to automatically register or
41 indicate the temperature of the heated aggregates. This device shall be in full
42 view of the plant operator.
 - 43 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not
44 exceed the maximum recommended by the asphalt binder manufacturer nor shall
45 it be below the minimum temperature required to maintain the asphalt binder in a
46 homogeneous state. The asphalt binder shall be heated in a manner that will
47 avoid local variations in heating. The heating method shall provide a continuous
48 supply of asphalt binder to the mixer at a uniform average temperature with no

individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

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

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

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

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

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

15

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

18

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

22

23 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

26

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

30

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

36

37 To be approved for use, an MTV:

38

- 39 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
40 2. Shall not be connected to the hauling vehicle or paver.
41 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
42 4. Shall mix the HMA after delivery by the hauling equipment and prior to
43 placement into the paving machine.
44 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
45 mixture.

46

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

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of

1 application shall be approved by the Engineer. A heavy application of tack coat shall be
2 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
3 limited to surfaces that will be paved during the same working shift. The spreading
4 equipment shall be equipped with a thermometer to indicate the temperature of the tack
5 coat material.
6
7 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If
8 the Contractor's operation damages the tack coat it shall be repaired prior to placement
9 of the HMA.
10
11 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
12 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
13 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that
14 it may be applied uniformly at the specified rate of application and shall not exceed the
15 maximum temperature recommended by the emulsified asphalt manufacturer.
16
17 **5-04.3(4)A Crack Sealing**
18
19 **5-04.3(4)A1 General**
20 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width
21 and greater.
22
23 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
24 material when filling with crack sealant material. Use a hot compressed air lance to dry
25 and warm the pavement surfaces within the crack immediately prior to filling a crack with
26 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing
27 cracks is not required.
28
29 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the
30 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic
31 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will
32 completely fill the cracks. Strike off the sand slurry flush with the existing pavement
33 surface and allow the mixture to cure. Top off cracks that were not completely filled with
34 additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.
35
36 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,
37 approximately 2 percent portland cement, water (if required), and the remainder clean
38 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly
39 mixed and then poured into the cracks and joints until full. The following day, any cracks
40 or joints that are not completely filled shall be topped off with additional sand slurry. After
41 the sand slurry is placed, the filler shall be struck off flush with the existing pavement
42 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has
43 fully cured. The requirements of Section 1-06 will not apply to the portland cement and
44 sand used in the sand slurry.
45
46 In areas where HMA will be placed, use sand slurry to fill the cracks.
47
48 In areas where HMA will not be placed, fill the cracks as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

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

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

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

5 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
6 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished
7 with the approval of the Engineer. Each lift shall be thoroughly compacted by a
8 mechanical tamper or a roller.
9

10 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**
11 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.
12 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials
13 shall be removed from stockpile(s) in a manner to ensure minimal segregation when
14 being moved to the HMA plant for processing into the final mixture. Different aggregate
15 sizes shall be kept separated until they have been delivered to the HMA plant.
16

17 **5-04.3(5)A Vacant**
18

19 **5-04.3(6) Mixing**
20 After the required amount of mineral materials, asphalt binder, recycling agent and anti-
21 stripping additives have been introduced into the mixer the HMA shall be mixed until
22 complete and uniform coating of the particles and thorough distribution of the asphalt
23 binder throughout the mineral materials is ensured.
24

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

34 Storing or holding of the HMA in approved storage facilities will be permitted with
35 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.
36 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be
37 disposed of by the Contractor at no expense to the Contracting Agency. The storage
38 facility shall have an accessible device located at the top of the cone or about the third
39 point. The device shall indicate the amount of material in storage. No HMA shall be
40 accepted from the storage facility when the HMA in storage is below the top of the cone
41 of the storage facility, except as the storage facility is being emptied at the end of the
42 working shift.
43

44 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior
45 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is
46 evidence of the recycled asphalt pavement not breaking down during the heating and
47 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until
48 changes have been approved by the Engineer. After the required amount of mineral

1 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into
2 the mixer the HMA shall be mixed until complete and uniform coating of the particles and
3 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is
4 ensured.

5
6 **5-04.3(7) Spreading and Finishing**

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

11

12	HMA Class 1"	0.35 feet
13	HMA Class ¾" and HMA Class ½"	
14	wearing course	0.30 feet
15	other courses	0.35 feet
16	HMA Class ⅜"	0.15 feet

17

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

21
22 When more than one JMF is being utilized to produce HMA, the material produced for
23 each JMF shall be placed by separate spreading and compacting equipment. The
24 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA
25 placed during a work shift shall conform to a single JMF established for the class of HMA
26 specified unless there is a need to make an adjustment in the JMF.

27
28 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

33
34 **5-04.3(9) HMA Mixture Acceptance**

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

36
37 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial
38 Evaluation is specified.

39
40 Commercial evaluation will be used for Commercial HMA and for other classes of HMA
41 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
42 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural
43 applications of HMA accepted by commercial evaluation shall be as approved by the
44 Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the
45 option of the Engineer.

46

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

4
5 **HMA Tolerances and Adjustments**

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

9 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined
10 by adding the tolerances below to the approved JMF values. These values
11 will also be the Upper Specification Limit (USL) and Lower Specification Limit
12 (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

13 For Aggregates in the mixture:

14 a. First, determine preliminary upper and lower acceptance limits by applying the
15 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%

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

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

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

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

33
34 **5-04.3(9)A Vacant**

35
36 **5-04.3(9)B Vacant**

37
38 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

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

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 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. 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.

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

2

3 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

4 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting
5 Agency will determine a Composite Pay Factor (CPF) using the following price
6 adjustment factors:
7

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 (Va) (where applicable)	20

8

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

18

19 **5-04.3(9)C5 Vacant**

20

21 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

27

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

30

31 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

32 The Contractor may request a subplot be retested. To request a retest, the Contractor
33 shall submit a written request within 7 calendar days after the specific test results have
34 been received. A split of the original acceptance sample will be retested. The split of the
35 sample will not be tested with the same tester that ran the original acceptance test. The
36 sample will be tested for a complete gradation analysis, asphalt binder content, and, at

1 the option of the agency, V_a . The results of the retest will be used for the acceptance of
2 the HMA in place of the original subplot sample test results. The cost of testing will be
3 deducted from any monies due or that may come due the Contractor under the Contract
4 at the rate of \$500 per sample.
5

6 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

17 For each lot of HMA mix produced and tested under Commercial Evaluation when the
18 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be
19 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by
20 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product
21 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of
22 mix.
23

24 If a constituent is not measured in accordance with these Specifications, its individual
25 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).
26

27 **5-04.3(10) HMA Compaction Acceptance**

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

41 Tests for the determination of the pavement density will be taken in accordance with the
42 required procedures for measurement by a nuclear density gauge or roadway cores after
43 completion of the finish rolling.
44

45 If the Contracting Agency uses a nuclear density gauge to determine density the test
46 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the
47 mix is placed and prior to opening to traffic.
48

1 Roadway cores for density may be obtained by either the Contracting Agency or the
2 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches
3 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by
4 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.
5
6 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the
7 Contractor in the presence of the Engineer on the same day the mix is placed and at
8 locations designated by the Engineer. If the Contract does not include the Bid item
9 "Roadway Core" the Contracting Agency will obtain the cores.
10
11 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's
12 request after the Engineer is satisfied that material conforming to the Specifications can
13 be produced.
14
15 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
16 other than those listed above shall be compacted on the basis of a test point evaluation
17 of the compaction train. The test point evaluation shall be performed in accordance with
18 instructions from the Engineer. The number of passes with an approved compaction
19 train, required to attain the maximum test point density, shall be used on all subsequent
20 paving.
21
22 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling
23 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved
24 by the Engineer.
25
26 **Test Results**
27 For a subplot that has been tested with a nuclear density gauge that did not meet the
28 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF
29 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request
30 that a core be used for determination of the relative density of the subplot. The relative
31 density of the core will replace the relative density determined by the nuclear density
32 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA
33 compaction lot.
34
35 When cores are taken by the Contracting Agency at the request of the Contractor, they
36 shall be requested by noon of the next workday after the test results for the subplot have
37 been provided or made available to the Contractor. Core locations shall be outside of
38 wheel paths and as determined by the Engineer. Traffic control shall be provided by the
39 Contractor as requested by the Engineer. Failure by the Contractor to provide the
40 requested traffic control will result in forfeiture of the request for cores. When the CPF for
41 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will
42 be deducted from any monies due or that may become due the Contractor under the
43 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the
44 traffic control.
45
46 **5-04.3(10)A HMA Compaction – General Compaction Requirements**
47 Compaction shall take place when the mixture is in the proper condition so that no undue
48 displacement, cracking, or shoving occurs. Areas inaccessible to large compaction

1 equipment shall be compacted by other mechanical means. Any HMA that becomes
2 loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way
3 defective, shall be removed and replaced with new hot mix that shall be immediately
4 compacted to conform to the surrounding area.

5
6 The type of rollers to be used and their relative position in the compaction sequence
7 shall generally be the Contractor's option, provided the specified densities are attained.
8 Unless the Engineer has approved otherwise, rollers shall only be operated in the static
9 mode when the internal temperature of the mix is less than 175°F. Regardless of mix
10 temperature, a roller shall not be operated in a mode that results in checking or cracking
11 of the mat. Rollers shall only be operated in static mode on bridge decks.

12
13 **5-04.3(10)B HMA Compaction – Cyclic Density**
14 Low cyclic density areas are defined as spots or streaks in the pavement that are less
15 than 90 percent of the theoretical maximum density. At the Engineer's discretion, the
16 Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will
17 follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for
18 any 500-foot section with two or more density readings below 90 percent of the
19 theoretical maximum density.

20
21 **5-04.3(10)C Vacant**
22

23 **5-04.3(10)D HMA Nonstatistical Compaction**
24

25 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**
26 HMA compaction which is accepted by nonstatistical evaluation will be based on
27 acceptance testing performed by the Contracting Agency dividing the project into
28 compaction lots.

29
30 A lot is represented by randomly selected samples of the same mix design that will be
31 tested for acceptance. A lot is defined as the total quantity of material or work produced
32 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be
33 equal to one day's production or 400 tons, whichever is less except that the final subplot
34 will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction
35 will be at the rate of 5 tests per subplot per WSDOT T 738.

36
37 The subplot locations within each density lot will be determined by the Engineer. For a lot
38 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
39 after the Engineer is satisfied that material conforming to the Specifications can be
40 produced.

41
42 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
43 other than those listed above shall be compacted on the basis of a test point evaluation
44 of the compaction train. The test point evaluation shall be performed in accordance with
45 instructions from the Engineer. The number of passes with an approved compaction
46 train, required to attain the maximum test point density, shall be used on all subsequent
47 paving.
48

1 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel
2 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the
3 Engineer.
4

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

6 The location of the HMA compaction acceptance tests will be randomly selected by the
7 Engineer from within each subplot, with one test per subplot.
8

9 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

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

21 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF)
22 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00
23 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the
24 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit
25 Contract price per ton of mix.
26

27 **5-04.3(11) Reject Work**
28

29 **5-04.3(11)A Reject Work General**

30 Work that is defective or does not conform to Contract requirements shall be rejected.
31 The Contractor may propose, in writing, alternatives to removal and replacement of
32 rejected material. Acceptability of such alternative proposals will be determined at the
33 sole discretion of the Engineer. HMA that has been rejected is subject to the
34 requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit
35 a corrective action proposal to the Engineer for approval.
36

37 **5-04.3(11)B Rejection by Contractor**

38 The Contractor may, prior to sampling, elect to remove any defective material and
39 replace it with new material. Any such new material will be sampled, tested, and
40 evaluated for acceptance.
41

42 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

43 The Engineer may, without sampling, reject any batch, load, or section of Roadway that
44 appears defective. Material rejected before placement shall not be incorporated into the
45 pavement. Any rejected section of Roadway shall be removed.
46

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

14

15 **5-04.3(11)D Rejection - A Partial Sublot**

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

22

23 **5-04.3(11)E Rejection - An Entire Sublot**

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

28

29 **5-04.3(11)F Rejection - A Lot in Progress**

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

33

- 34 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
35 the Contractor is taking no corrective action, or
36 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
37 0.95 and the Contractor is taking no corrective action, or
38 3. When either the PFi for any constituent or the CPF of a lot in progress is less
39 than 0.75.

40

41 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

43

44 **5-04.3(12) Joints**

45

46 **5-04.3(12)A HMA Joints**

47

1 **5-04.3(12)A1 Transverse Joints**

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

9
10 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
11 transverse joint as a result of paving or planing is open to traffic. The HMA in the
12 temporary wedge shall be separated from the permanent HMA by strips of heavy
13 wrapping paper or other methods approved by the Engineer. The wrapping paper shall
14 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the
15 course prior to resumption of paving.

16
17 The material that is cut away shall be wasted and new mix shall be laid against the cut.
18 Rollers or tamping irons shall be used to seal the joint.

19
20 **5-04.3(12)A2 Longitudinal Joints**

21 The longitudinal joint in any one course shall be offset from the course immediately
22 below by not more than 6 inches nor less than 2 inches. All longitudinal joints
23 constructed in the wearing course shall be located at a lane line or an edge line of the
24 Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in
25 the wearing surface of new HMA unless otherwise approved by the Engineer. The
26 notched wedge joint shall have a vertical edge of not less than the maximum aggregate
27 size or more than ½ of the compacted lift thickness and then taper down on a slope not
28 steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be
29 uniformly compacted.

30
31 **5-04.3(12)B Bridge Paving Joint Seals**

32
33 **5-04.3(12)B1 HMA Sawcut and Seal**

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

39
40 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
41 procedure.

42
43 Construct the bridge paving joint seal as specified ion the Plans and in accordance with
44 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
45 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
46 05.3(8)B and the manufacturer's application procedure.

47
48 **5-04.3(12)B2 Paved Panel Joint Seal**

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

- 3
- 4 1. Clean and seal the existing joint between concrete panels in accordance with
5 Section 5-01.3(8) and the details shown in the Standard Plans.
- 6

7 **5-04.3(13) Surface Smoothness**

8 The completed surface of all courses shall be of uniform texture, smooth, uniform as to
9 crown and grade, and free from defects of all kinds. The completed surface of the
10 wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot
11 straightedge placed on the surface parallel to the centerline. The transverse slope of the
12 completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from
13 the rate of transverse slope shown in the Plans.

14

15 When deviations in excess of the above tolerances are found that result from a high
16 place in the HMA, the pavement surface shall be corrected by one of the
17 following methods:

18

- 19 1. Removal of material from high places by grinding with an approved grinding
20 machine, or
21 2. Removal and replacement of the wearing course of HMA, or
22 3. By other method approved by the Engineer.
- 23

24

25 Correction of defects shall be carried out until there are no deviations anywhere greater
26 than the allowable tolerances.

27

28 Deviations in excess of the above tolerances that result from a low place in the HMA and
29 deviations resulting from a high place where corrective action, in the opinion of the
30 Engineer, will not produce satisfactory results will be accepted with a price adjustment.
31 The Engineer shall deduct from monies due or that may become due to the Contractor
32 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in
33 which any excessive deviations described above are found.

34

35 When utility appurtenances such as manhole covers and valve boxes are located in the
36 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to
37 paving. This requirement may be waived when requested by the Contractor, at the
38 discretion of the Engineer or when the adjustment details provided in the project plan or
39 specifications call for utility appurtenance adjustments after the completion of paving.

40

41 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning
42 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior
43 to the start of paving.

44

45 **5-04.3(14) Planing (Milling) Bituminous Pavement**

46 The planning plan must be approved by the Engineer and a pre planning meeting must
47 be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on
planning submittals.

1
2 Locations of existing surfacing to be planed are as shown in the Drawings.
3
4 Where planing an existing pavement is specified in the Contract, the Contractor must
5 remove existing surfacing material and to reshape the surface to remove irregularities.
6 The finished product must be a prepared surface acceptable for receiving an HMA
7 overlay.
8
9 Use the cold milling method for planing unless otherwise specified in the Contract. Do
10 not use the planer on the final wearing course of new HMA.
11
12 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
13 damage the surface which is to remain. The finished planed surface must be slightly
14 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
15 imperfections. The Contractor must repair any damage to the surface by the Contractor's
16 planing equipment, using an Engineer approved method.
17
18 Repair or replace any metal castings and other surface improvements damaged by
19 planing, as determined by the Engineer.
20
21 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
22 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
23 course. The dimensions of the wedge must be as shown on the Drawings or as specified
24 by the Engineer.
25
26 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
27 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
28 with vertical faces 2 inches or more in height, producing a smooth transition to the
29 existing adjoining pavement.
30
31 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
32 Contract, patched and preleveled.
33
34 The Engineer may direct additional depth planing. Before performing this additional
35 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
36 as specified in Section 5-04.3(14)A.
37
38 **5-04.3(14)A Pre-Planing Metal Detection Check**
39 Before starting planing of pavements, and before any additional depth planing required
40 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
41 be planed with equipment that can identify hidden metal objects.
42
43 Should such metal be identified, promptly notify the Engineer.
44
45 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
46 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.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control

1 plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of
2 operation and sufficient detail of traffic beyond the area of operation where detour traffic
3 may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be
4 changed if the Engineer agrees sufficient detail is shown.

5
6 The planing operation and the paving operation include, but are not limited to, metal
7 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,
8 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at
9 the briefing.

10
11 When intersections will be partially or totally blocked, provide adequately sized and
12 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in
13 advance. The traffic control plan must show where police officers will be stationed when
14 signalization is or may be, countermanded, and show areas where flaggers are
15 proposed.

16
17 At a minimum, the planing and the paving plan must include:

- 18
19 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each
20 day's traffic control as it relates to the specific requirements of that day's planing
21 and paving. Briefly describe the sequencing of traffic control consistent with the
22 proposed planing and paving sequence, and scheduling of placement of
23 temporary pavement markings and channelizing devices after each day's planing,
24 and paving.
- 25 2. A copy of each intersection's traffic control plan.
- 26 3. Haul routes from Supplier facilities, and locations of temporary parking and
27 staging areas, including return routes. Describe the complete round trip as it
28 relates to the sequencing of paving operations.
- 29 4. Names and locations of HMA Supplier facilities to be used.
- 30 5. List of all equipment to be used for paving.
- 31 6. List of personnel and associated job classification assigned to each piece of
32 paving equipment.
- 33 7. Description (geometric or narrative) of the scheduled sequence of planing and of
34 paving, and intended area of planing and of paving for each day's work, must
35 include the directions of proposed planing and of proposed paving, sequence of
36 adjacent lane paving, sequence of skipped lane paving, intersection planing and
37 paving scheduling and sequencing, and proposed notifications and coordinations
38 to be timely made. The plan must show HMA joints relative to the final pavement
39 marking lane lines.
- 40 8. Names, job titles, and contact information for field, office, and plant supervisory
41 personnel.
- 42 9. A copy of the approved Mix Designs.
- 43 10. Tonnage of HMA to be placed each day.
- 44 11. Approximate times and days for starting and ending daily operations.
- 45

46 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

- 1 At least 2 Working Days before the first paving operation and the first planing operation,
2 or as scheduled by the Engineer for future paving and planing operations to ensure the
3 Contractor has adequately prepared for notifying and coordinating as required in the
4 Contract, the Contractor must be prepared to discuss that day's operations as they relate
5 to other entities and to public safety and convenience, including driveway and business
6 access, garbage truck operations, Metro transit operations and working around
7 energized overhead wires, school and nursing home and hospital and other accesses,
8 other contractors who may be operating in the area, pedestrian and bicycle traffic, and
9 emergency services. The Contractor, and Subcontractors that may be part of that day's
10 operations, must meet with the Engineer and discuss the proposed operation as it
11 relates to the submitted planing plan and paving plan, approved traffic control plan, and
12 public convenience and safety. Such discussion includes, but is not limited to:
13
- 14 1. General for both Paving Plan and for Planing Plan:
 - 15 a. The actual times of starting and ending daily operations.
 - 16 b. In intersections, how to break up the intersection, and address traffic control
17 and signalization for that operation, including use of peace officers.
 - 18 c. The sequencing and scheduling of paving operations and of planing operations,
19 as applicable, as it relates to traffic control, to public convenience and safety,
20 and to other contractors who may operate in the Project Site.
 - 21 d. Notifications required of Contractor activities, and coordinating with other
22 entities and the public as necessary.
 - 23 e. Description of the sequencing of installation and types of temporary pavement
24 markings as it relates to planning and to paving.
 - 25 f. Description of the sequencing of installation of, and the removal of, temporary
26 pavement patch material around exposed castings and as may be needed
 - 27 g. Description of procedures and equipment to identify hidden metal in the
28 pavement, such as survey monumentation, monitoring wells, street car rail, and
29 castings, before planning, see Section 5-04.3(14)B2.
 - 30 h. Description of how flaggers will be coordinated with the planing, paving, and
31 related operations.
 - 32 i. Description of sequencing of traffic controls for the process of rigid pavement
33 base repairs.
 - 34 j. Other items the Engineer deems necessary to address.
 - 35 2. Paving – additional topics:
 - 36 a. When to start applying tack and coordinating with paving.
 - 37 b. Types of equipment and numbers of each type equipment to be used. If more
38 pieces of equipment than personnel are proposed, describe the sequencing of
39 the personnel operating the types of equipment. Discuss the continuance of
40 operator personnel for each type equipment as it relates to meeting
41 Specification requirements.
 - 42 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
43 will ensure different JMFs are distinguished, how pavers and MTVs are
44 distinguished if more than one JMF is being placed at the time, and how
45 pavers and MTVs are cleaned so that one JMF does not adversely influence
46 the other JMF.
 - 47 d. Description of contingency plans for that day's operations such as equipment
48 breakdown, rain out, and Supplier shutdown of operations.

- 1 e. Number of sublots to be placed, sequencing of density testing, and other
2 sampling and testing.
3
- 4 **5-04.3(15) Sealing Pavement Surfaces**
5 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with
6 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to
7 opening to traffic.
8
- 9 **5-04.3(16) HMA Road Approaches**
10 HMA approaches shall be constructed at the locations shown in the Plans or where
11 staked by the Engineer. The Work shall be performed in accordance with Section 5-04.
12
- 13 **5-04.4 Measurement**
14 HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will
15 be measured by the ton in accordance with Section 1-09.2, with no deduction being
16 made for the weight of asphalt binder, mineral filler, or any other component of the
17 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
18 04.3(11), the material removed will not be measured.
19
- 20 Roadway cores will be measured per each for the number of cores taken.
21
- 22 Preparation of untreated roadway will be measured by the mile once along the centerline
23 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
24 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
25 0.01 mile.
26
- 27 Soil residual herbicide will be measured by the mile for the stated width to the nearest
28 0.01 mile or by the square yard, whichever is designated in the Proposal.
29
- 30 Pavement repair excavation will be measured by the square yard of surface marked prior
31 to excavation.
32
- 33 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
34
- 35 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
36 whichever is designated in the Proposal.
37
- 38 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
39
- 40 Longitudinal joint seals between the HMA and cement concrete pavement will be
41 measured by the linear foot along the line and slope of the completed joint seal.
42
- 43 Planing bituminous pavement will be measured by the square yard.
44

1 Temporary pavement marking will be measured by the linear foot as provided in Section
2 8-23.4.
3
4 Water will be measured by the M gallon as provided in Section 2-07.4.
5
6 **5-04.5 Payment**
7 Payment will be made for each of the following Bid items that are included in the
8 Proposal:
9
10 "HMA Cl. ____ PG ____", per ton.
11
12 "HMA for Approach Cl. ____ PG ____", per ton.
13
14 "HMA for Preleveling Cl. ____ PG ____", per ton.
15
16 "HMA for Pavement Repair Cl. ____ PG ____", per ton.
17
18 "Commercial HMA", per ton.
19
20 The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____
21 PG ____", "HMA for Preleveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG
22 ____", and "Commercial HMA" shall be full compensation for all costs, including anti-
23 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
24 costs included in other items which are included in this Subsection and which are
25 included in the Proposal.
26
27 "Preparation of Untreated Roadway", per mile.
28
29 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay
30 for all Work described under 5-04.3(4) , with the exception, however, that all costs
31 involved in patching the Roadway prior to placement of HMA shall be included in the unit
32 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
33 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
34 Roadway shall be prepared as specified, but the Work shall be included in the Contract
35 prices of the other items of Work.
36
37 "Preparation of Existing Paved Surfaces", per mile.
38
39 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for
40 all Work described under Section 5-04.3(4) with the exception, however, that all costs
41 involved in patching the Roadway prior to placement of HMA shall be included in the unit
42 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
43 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
44 Roadway shall be prepared as specified, but the Work shall be included in the Contract
45 prices of the other items of Work.
46

1 "Crack Sealing", by force account.
2
3 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
4 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
5 entered an amount in the Proposal to become a part of the total Bid by the Contractor.
6
7 "Pavement Repair Excavation Incl. Haul", per square yard.
8
9 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
10 shall be full payment for all costs incurred to perform the Work described in Section 5-
11 04.3(4) with the exception, however, that all costs involved in the placement of HMA
12 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
13 PG ____", per ton.
14
15 "Asphalt for Prime Coat", per ton.
16
17 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
18 costs incurred to obtain, provide and install the material in accordance with Section 5-
19 04.3(4).
20
21 "Prime Coat Agg.", per cubic yard, or per ton.
22
23 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
24 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
25 aggregate in the quantities required by the Engineer.
26
27 "Asphalt for Fog Seal", per ton.
28
29 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.
30
31 "Longitudinal Joint Seal", per linear foot.
32
33 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
34 for all costs incurred to perform the Work described in Section 5-04.3(12).
35
36 "Planing Bituminous Pavement", per square yard.
37
38 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
39 payment for all costs incurred to perform the Work described in Section 5-04.3(14).
40
41 "Temporary Pavement Marking", per linear foot.
42
43 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
44
45 "Water", per M gallon.

1
2 Payment for "Water" is described in Section 2-07.5.
3
4 "Job Mix Compliance Price Adjustment", by calculation.
5
6 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
7 Section 5-04.3(9)C6.
8
9 "Compaction Price Adjustment", by calculation.
10
11 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
12 04..3(10)D3.
13
14 "Roadway Core", per each.
15
16 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)
17 shall be incidental and included within the unit Bid price per each and no additional
18 payments will be made.
19
20 "Cyclic Density Price Adjustment", by calculation.
21
22 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
23 5-04.3(10)B.
24

25 **Division 8**
26 **Miscellaneous Construction**

27
28 **Guardrail**

29
30 ***Beam Guardrail***

31
32 **Posts and Blocks**

33
34 Section 9-16.3(2) is supplemented with the following:
35
36 (*****)
37 Posts and blocks shall be treated timber and conform to the grade specified is Section
38 9-09.2 and treatment shall be in accordance with Section 9-09.3.
39
40
41

42 **(January 10, 2022)**
43 **Standard Plans**

44 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
45 01, effective September 13, 2021, is made a part of this contract.
46
47 The Standard Plans are revised as follows:

1
2 B-90.40
3 Valve Detail – DELETED
4
5 C-8
6 DELETED
7
8 C-8A
9 DELETED
10
11 C-20.10
12 Note 1: “Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this
13 plan.” is revised to read: “Refer to Standard Plan C-1b for additional details not shown on
14 this plan.”
15
16 C-60.10
17 Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED
18 FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN
19 ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3
20
21 Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown
22 on Standard Plan C-60.15.”
23
24 C-60.80
25 DELETED
26
27 C-85.16
28 DELETED
29
30 C-85.20
31 DELETED
32
33 D-10.10
34 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
35 barriers attached on top of the wall are considered non-standard and shall be designed
36 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions
37 stated in the 11/3/15 Bridge Design memorandum.
38
39 D-10.15
40 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
41 barriers attached on top of the wall are considered non-standard and shall be designed
42 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
43 Bridge Design memorandum.
44
45 D-10.30
46 Wall Type 5 may be used in all cases.
47
48 D-10.35
49 Wall Type 6 may be used in all cases.
50
51 D-10.40

1 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
2 barriers attached on top of the wall are considered non-standard and shall be designed
3 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
4 Bridge Design memorandum.
5
6 D-10.45
7 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
8 barriers attached on top of the wall are considered non-standard and shall be designed
9 in accordance with the current WSDOT BDM and the revisions stated in the revisions
10 stated in the 11/3/15 Bridge Design memorandum.
11
12 D-15.10
13 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
14 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
15 in place of these STD Plans.
16
17 D-15.20
18 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
19 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
20 in place of these STD Plans.
21
22 D-15.30
23 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
24 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
25 in place of these STD Plans.
26
27 G-90.11
28 DELETED
29
30 G-90.40
31 DELETED
32
33 J-10.16
34 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
35
36 J-10.17
37 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
38
39 J-10.18
40 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
41
42 J-20.26
43 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
44 post."
45
46 J-20.16
47 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
48
49 J-21.10
50 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS
51 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO

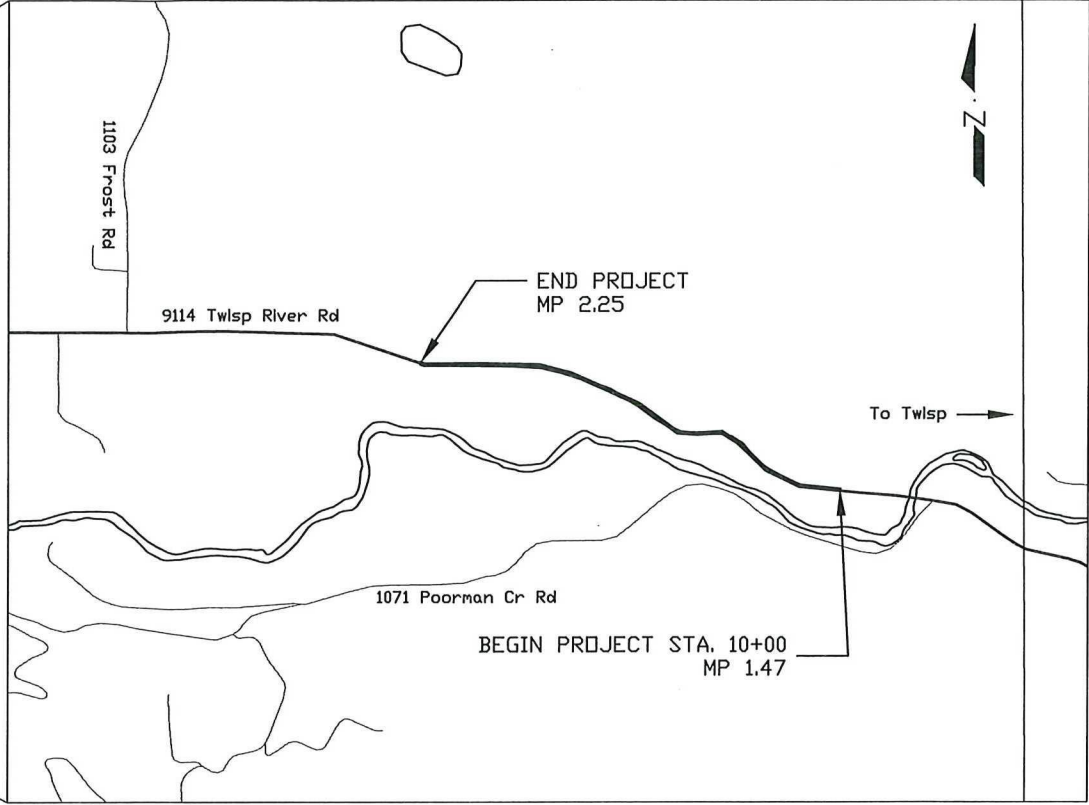
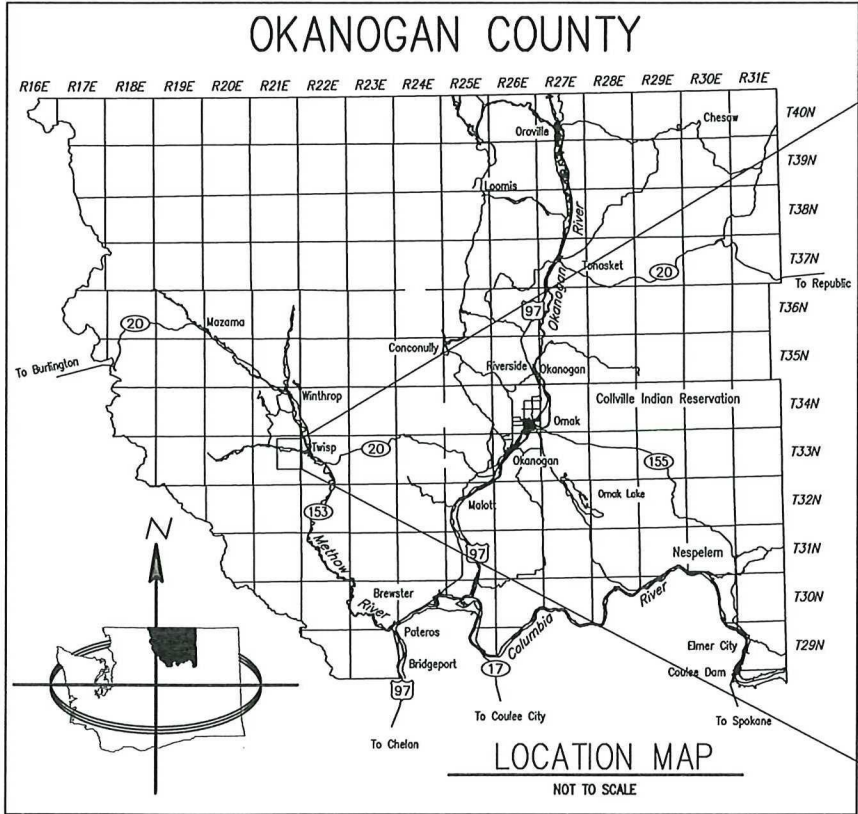
1 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
2 ASSEMBLY"
3 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
4 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from
5 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
6 2 # 4 reinf. Bar.
7 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
8 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
9 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
10 1 # 4 reinf. Bar.
11 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
12 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
13 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
14 2 # 4 reinf. Bar.
15 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
16 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
17 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
18 1 # 4 reinf. Bar.
19 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping
20 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.
21 Torque Clamping Bolts (see Note 1)"
22 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
23 revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
24
25 J-21.15
26 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
27 NIPPLE ~ 1 1/2" (IN) DIAM.
28
29 J-21.16
30 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE
31
32 J-22.15
33 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
34 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE
35 NIPPLE ~ 1 1/2" (IN) DIAM.
36
37 J-40.10
38 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S.
39 FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2"
40 (IN) S. S. FLAT WASHER"
41
42 J-40.36
43 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
44 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
45 Pickled) for the cover."
46
47 J-40.37
48 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
49 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
50 Pickled) for the cover."
51
52 J-75.20

1	Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel		
2	Bands", add the following to the end of the note: "Alternate: Stainless steel cable with		
3	stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel		
4	bands and associated hardware."		
5			
6	The following are the Standard Plan numbers applicable at the time this project was		
7	advertised. The date shown with each plan number is the publication approval date		
8	shown in the lower right-hand corner of that plan. Standard Plans showing different dates		
9	shall not be used in this contract.		
10			
	A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
	A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21
	A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
	A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
	A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
	A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07
11			
	B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
	B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
	B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
	B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
	B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
	B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
	B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
	B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
	B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
	B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
	B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
	B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
	B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
	B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
	B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
	B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
	B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
	B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
	B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
	B-30.40-03.....2/27/18		
12			
	C-1.....9/9/20	C-22.16-07.....9/16/20	C-60.70-00.....9/24/20
	C-1b.....9/9/20	C-22.40-08.....9/16/20	C-60.80-00.....8/17/21
	C-1d.....10/31/03	C-22.45-05.....9/16/20	C-70.15-00.....8/17/21
	C-2c.....8/12/19	C-23.60-04.....7/21/17	C-70.10-03.....8/20/21
	C-4f.....8/12/19	C-24.10-02.....8/12/19	C-75.10-02.....9/16/20
	C-6a.....10/14/09	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
	C-7.....6/16/11	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
	C-7a.....6/16/11	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
	C-8.....2/10/09	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
	C-8a.....7/25/97	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
	C-20.10-07.....8/20/21	C-60.10-01.....9/24/20	C-80.40-01.....6/11/14
	C-20.14-04.....8/12/19	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
	C-20.15-02.....6/11/14	C-60.20-00.....9/24/20	C-85.11-01.....9/16/20
	C-20.18-03.....8/12/19	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21

	C-20.40-08.....8/20/21	C-60.40-00.....8/17/21	C-85-18-02.....8/20/21
	C-20.41-03.....8/20/21	C-60.45-00.....8/17/21	
	C-20.42-05.....7/14/15	C-60.50-00.....8/17/21	
	C-20.45.02.....8/12/19	C-60.60-00.....8/17/21	
1	D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-10.10-01.....12/2/08
	D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.15-01.....12/2/08
	D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.20-01.....8/7/19
	D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.25-01.....8/7/19
	D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.30-00.....7/8/08
	D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.35-00.....7/8/08
	D-2.46-02.....8/13/21	D-3.11-03.....6/11/14	D-10.40-01.....12/2/08
	D-2.60-00.....11/10/05	D-3.15-02.....6/10/13	D-10.45-01.....12/2/08
	D-2.62-00.....11/10/05	D-3.16-02.....5/29/13	
	D-2.64-01.....1/6/09	D-3.17-02.....5/9/16	
	D-2.66-00.....11/10/05	D-4.....12/11/98	
	D-2.68-00.....11/10/05	D-6.....6/19/98	
2	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
3	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
	F-10.40-04.....9/24/20	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	
4	G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
	G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
	G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
	G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
	G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
	G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
	G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
	G-25.10-05.....9/16/20		
5	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
6	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
7	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15

	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
	J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
	J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
	J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
	J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
	J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
	J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
	J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
	J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
	J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
	J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
	J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
	J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
	J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
	J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
	J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
	J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
	J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
	J-28.26-01.....12/02/08		
	J-28.30-03.....6/11/14		
1	K-70.20-01.....6/1/16	K-80.35-01.....9/16/20	
	K-80.10-02.....9/25/20	K-80.37-01.....9/16/20	
	K-80.20-00.....12/20/06		
	K-80.32-00.....8/17/21		
	K-80.34-00.....8/17/21		
2	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14		
3	M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00.....10/12/07
	M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	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-20.10-03.....9/25/20	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

1	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
2	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
3	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
4	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	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	



SHEET INDEX

Cover Sheet	1	Rehabilitation & Road Approaches	4
Vicinity Map	2	Plan Views	5-8
Summary of Quantities	3	Traffic Control Plan	9
Typical Sections	3		

Designed by JLT Date 8/2022
Drawn by LHS Date 8/2022
Checked by JLT Date 8/2022
Fed. Funct. Class
Terrain Type
Design Year 2022
Design Year ADT 585
Design Speed 50

Fed. Aid Proj. No. STPR-A240
Contract No. N/A
R.A.P. Project No.



Approval Date



Okanogan County
Department of Public Works
1234-A 2nd Ave. S. 509-422-7300
Okanogan, Washington 98840

CRP No. 9114-07
Twisp River - Spokane Grade Overlay
Vicinity Map & Sheet Index

SHEET
2
of
9

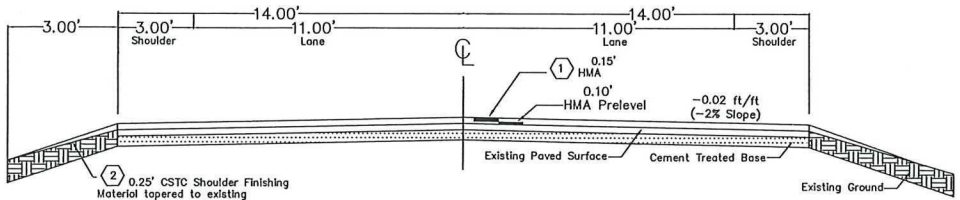
SUMMARY OF QUANTITIES

CRP No. 9114-07, TWISP RIVER ROAD - SPOKANE GRADE OVERLAY, M.P. 1.47 to 2.25

ITEM NO.	STANDARD ITEM NO.	TOTAL PLAN QUANTITY	UNIT	ITEM	FINAL QUANTITY (AS BUILT)	R.A.P PROJ. NO.	FED AID PROJ. NO.
SECTION 1 PREPERATION							
1	0001	LUMP SUM	LS.	Mobilization			
SECTION 2 GRADING							
2	0310	125	C.Y.	Roadway Excavation Incl. Haul			
SECTION 4 DRAINAGE							
3	1100	2	EACH	Flared End Section 12in Diam.			
4	1312	4	L.F.	Plain ST. Culv. Pipe. 0.064 IN. TH. 12 IN. Diam.			
SECTION 9 SURFACING							
5	5100	140	TON	Crushed Surface Base Course			
6	5120	500	TON	Crushed Surface Top Course			
SECTION 14 HOT MIX ASPHALT							
7	5767	2350	TON	HMA Class 1/2 in PG 64-28			
8	5830	-1	CALC.	Job Mix Compliance Price Adjustment			
9	5835	-1	CALC.	Compaction Price Adjustment			
SECTION 17 EROSION CONTROL AND ROADSIDE PLANTING							
10	6403	25	DAY	ESC Lead			
11	6488	LUMP SUM	LS.	Erosion Control and Water Pollution Prevention			
SECTION 18 TRAFFIC							
12	6750	5	EACH	Beam Guardrail Posts 6ft			
13	6750	23	EACH	Beam Guardrail Posts 9ft			
14	6750	7	EACH	Beam Guardrail Posts 11ft			
15	6750	5	EACH	Beam Guardrail Posts CRT			
16	6783	2030	L.F.	Raising Existing Beam Guardrail			
17	6755	316	EACH	Beam Guardrail Block			
18	6806	12393	L.F.	Paint Line			
19	6895	4131	L.F.	Temporary Pavement Marking - Short Duration			
20	6971	LUMP SUM	LS.	Project Temporary Traffic Control			
21	6974	LUMP SUM	LS.	Traffic Control Supervisor			
22	6980	600	HR	Flaggers			
SECTION 19 OTHER ITEMS							
23	7018	100	MGAL	Water			
24	7490	LUMP SUM	LS.	Trimming and Cleanup			
25	7562	5	EACH	Mailbox Support Type 1			
26	7562	1	EACH	Mailbox Support Type 2			
27	7728	-1	CALC.	Minor Change			
28	7732	-1	CALC.	Aggregate Compliance Price Adjustment			
29	7736	LUMP SUM	LS.	SPCC Plan			

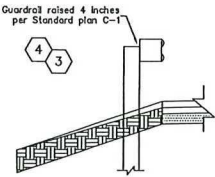
Alignment Constraints

#	TYPE	LENGTH	RADIUS	DIRECTION	START STATION	END STATION
1	Curve	514.05'	1050.66'		START STATION	END STATION
2	Curve	218.28'	814.75'		10+00.00	15+14.05
3	Line	88.16'		N38° - 56'41"W	15+14.05	17+32.24
4	Curve	406.51'	386.68'		17+32.24	18+20.39
5	Line	68.56'		S80° - 49'16"W	18+20.39	22+26.90
6	Curve	212.38'	362.27'		22+26.90	22+95.46
7	Line	155.61'		N65° - 35'23"W	22+95.46	25+07.84
8	Curve	183.68'	779.73'		25+07.84	26+63.45
9	Line	76.03'		N52° - 05'35"W	26+63.45	28+47.12
10	Curve	201.22'	1565.16'		28+47.12	29+23.25
11	Line	59.35'		N59° - 27'33"W	29+23.25	31+24.37
12	Curve	288.93'	1147.10'		31+24.37	31+83.72
13	Line	342.49'		N73° - 53'26"W	31+83.72	34+72.65
14	Curve	283.45'	1222.28'		34+72.65	38+15.14
15	Line	379.78'		N87° - 10'40"W	38+15.14	40+98.59
16	Curve	353.70'	8936.01'		40+98.59	44+78.37
17	Line	156.52'		N89° - 26'44"W	44+78.37	49+88.58
18	Curve	142.38'	575.50'		49+88.58	51+30.97



PAINT NOTE

Sta. 10+00 TO END FOG LINE 11' OFF CENTER
Sta. 10+00 TO 34+50 DOUBLE SOLID YELLOW
Sta. 34+50 TO 41+00 BROKEN YELLOW RIGHT
Sta. 41+00 TO 45+00 BROKEN YELLOW
Sta. 45+00 TO END BROKEN YELLOW LEFT



GUARDRAIL SECTIONS

Detail 1
Type 10 Sta. 11+89.32 to Sta. 15+09.68 Type 10
Type 31 Sta. 17+35.20 to Sta. 26+99.57 Type 31
Type 31 Sta. 28+60.71 to Sta. 30+36.14 Type 10
Type 31 Sta. 36+44.63 to Sta. 41+89.03 Type 31

LEGEND

- 1 H.M.A. Class 1/2 PG 64-28 Std. Spec.5-04.3
- 2 Crushed Surface Top Course shoulder finishing material. See Special Provisions.
- 3 Raise Beam Guardrail a total of 4 inches (27" to 29" above traveled way) per Standard Plan C-1. All timber blocks to be replaced in kind. Select posts to be replaced in kind as specified by engineer.
- 4 Contractor shall have sufficient quantities of each length of post to accommodate adjustments in the field

Designed by: J.L.T Date: 8/2022
Drawn by: L.H.S Date: 8/2022
Checked by: J.L.T Date: 8/2022
Fed. Funct. Class:
Terrain Type:
Design Year: 2022
Design Year ADT: 585
Design Speed: 50

Fed. Aid Proj. No. STPR-A240
Contract No. N/A
R.A.P. Project No.



Approval Date



Okanogan County
Department of Public Works
1234-A 2nd Ave. S. 509-422-7300
Okanogan, Washington 98840

CRP No. 9114-07
Twisp River - Spokane Grade Overlay

SUMMARY OF QUANTITIES & TYPICAL SECTIONS

SHEET
3
of
9

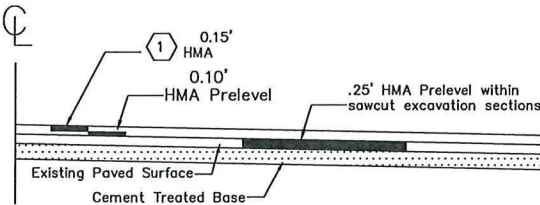
ROADWAY REHABILITATION

START STATION	END STATION	LEFT	RIGHT	WIDTH(ft)	EXC(cu)
12.02	12.08		x	3	0.167
12.22	12.27		x	2	0.093
12.51	12.59		x	3	0.222
12.67	12.73		x	2	0.111
12.83	13.09		x	8	1.926
13.66	13.75		x	6	0.500
14.34	14.45		x	2	0.204
14.63	14.78		x	2	0.278
14.89	15.09		x	2	0.370
15.86	16.06		x	2	0.370
19.28	19.33	x		3	0.139
19.92	19.98		x	3	0.167
20.46	20.51		x	2	0.093
21.2	21.29		x	4	0.333
22.73	22.77		x	2	0.074
23.89	23.93		x	3	0.111
25.13	25.16		x	2	0.056
25.17	25.3		x	4	0.481
25.26	25.3		x	2	0.074
25.54	25.63	x	x	11	0.917
25.7	25.78		x	4	0.296
25.9	26.22		x	3	0.889
26.17	26.22		x	2	0.093
26.38	26.53		x	2	0.278
26.82	26.85		x	2	0.056
26.97	27.06	x		3	0.250
27.69	27.8		x	2	0.204
28.05	28.27		x	8	1.630
28.26	28.45		x	3	0.528
28.56	28.64		x	2	0.148
28.56	28.64		x	2	0.148
28.76	28.8		x	2	0.074
28.8	28.93		x	2	0.241
28.88	28.94		x	2	0.111
29.12	29.27		x	14	1.944
29.26	29.28	x		4	0.074
29.32	29.47		x	4	0.556
29.64	29.83		x	4	0.704
30.09	30.23		x	4	0.519
30.52	30.7		x	2	0.333
32.06	32.16		x	3	0.278
32.25	32.3		x	2	0.093
32.5	32.9		x	2	0.741
32.79	32.87		x	2	0.148
32.95	32.99		x	2	0.074
33.44	33.55		x	11	1.120
33.6	33.83		x	2	0.426
33.77	34.17	x		3	1.111
35.49	35.69	x		4	0.741
37.19	38.41		x	2	2.259
39.01	39.3		x	2	0.537
46.83	46.88	x		3	0.139
47.24	48.05	x		3	2.250
48.15	48.21	x		2	0.111
49.79	49.86		x	2	0.130

ROADWAY REHABILITATION SECTIONS

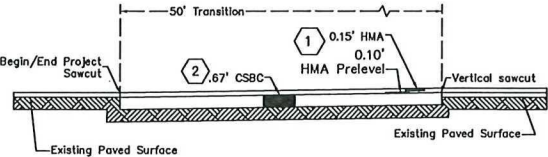
NOTE:
Rehabilitation locations as staked by engineer.

Excavation methods shall not damage cement treated base below excavation limits



ROADWAY TRANSITION SECTIONS

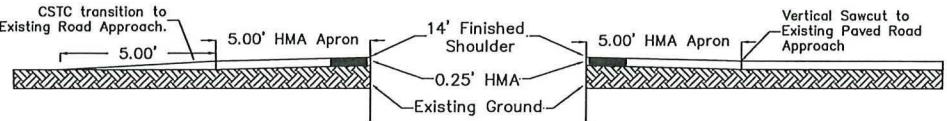
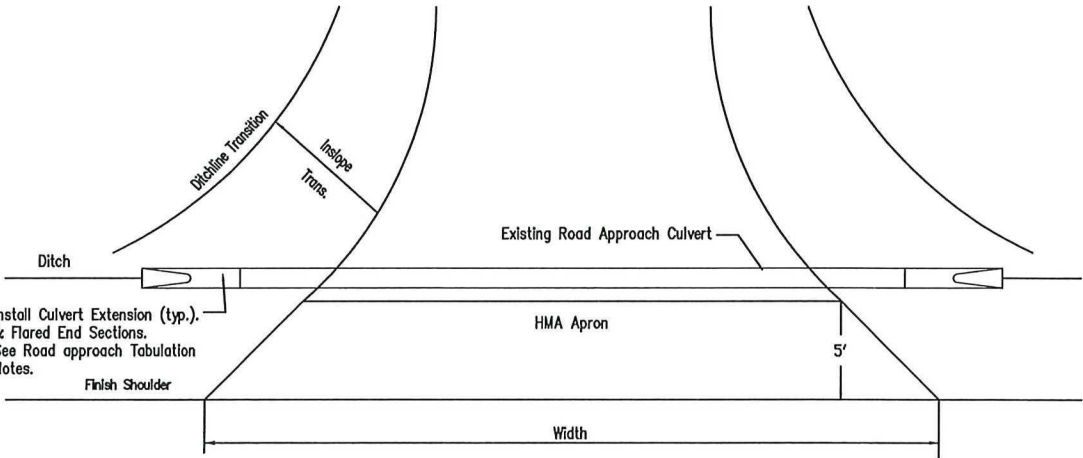
Sta. 10+00 - 10+50
Sta. 50+81 - 51+31



- 1 H.M.A. Class 1/2 PG 64-28 Std. Spec.5-04.3
2 Crushed Surface max. 0.35' per left. Std. Spec. 4-04.3(4)

Road Approach Tabulations

STATION	LEFT	RIGHT	WIDTH(ft)	HMA(cu)	CSTC(cu)	EXC(cu)	EMB. COMP(cu)	NOTES
11+82	X		20'	.72	.30			
13+43		X	40'	1.64	.76	1.64		HMA ROAD APPROACH. CULVERT EXTENSIONS & FLARED END SECTIONS
15+25	X		35'	1.41	.65			
17+15	X		35'	1.41	.65			
28+35	X		30'	1.18	.53			
30+53	X		45'	1.87	.88	1.87		HMA ROAD APPROACH
32+39		X	30'	1.18	.53			
32+79		X	25'	.94	.42			
33+33	X		20'	.72	.30			
35+28		X	35'	1.41	.65			
39+39		X	25'	.94	.42			
40+26		X	25'	.94	3.0	2.5	2.5	REMOVE CATTLE GUARD AND SET ASIDE
42+88	X		50'	2.1	1.0			
43+99	X		40'	1.64	.76			
44+56		X	30'	1.18	.53			
44+92	X		40'	1.64	.76			
45+94		X	55'	2.3	1.1			
46+64	X		30'	1.18	.53			
47+16	X		30'	1.18	.53			
49+96	X		25'	.94	.42			



Designed by: J.L.T Date: 8/2022
Drawn by: L.H.S Date: 8/2022
Checked by: J.L.T Date: 8/2022
Fed. Funct. Class:
Terrain Type:
Design Year: 2022
Design Year ADT: 585
Design Speed: 50

Fed. Aid Proj. No. STPR-A240

Contract No. N/A

R.A.P. Project No.



Approval Date



Okanogan County
Department of Public Works
1234-A 2nd Ave. S. 509-422-7300
Okanogan, Washington 98840

CRP No. 9114-07
Twisp River - Spokane Grade Overlay

REHABILITATION AND ROAD APPROACHES

SHEET
4
of
9

LEGEND

POST MOUNTED SIGN

CHANNELIZING DEVICES

BARRICADE - TYPE 3 R

BARRICADE - TYPE 3 L

FLAGGER

Longitudinal Buffer Space = B (FT)						
Speed (MPH)	25	30	35	40	45	50
Length (FT)	155	200	250	305	380	425

Sign Spacing = X (FT)		
Rural Roads	45/55 MPH	500' ±
Urban Arterials	35/40 MPH	350' ±

- NOTES**
1. Channelization devices shall consist of traffic cones or tubular markers meeting the requirements of MUTCD 6F-55 cones design. they are to be extended to a point where they are visible to approaching traffic and shall clearly designate the route through the work area.
 2. All signs shall have orange background with black legends unless otherwise noted
 3. all diamond shaped signs shall be 48" by 48".
 4. This plan is for daylight use only.
 5. The work area shown shall be adjusted throughout the project length depending on the items being worked on.
 6. Sign G25-101 is recommended for non-stop sign controlled approaches such as private roads and driveways. this sign is not required to be aluminum substrate and can be made of alternative materials.
 7. Flagger position, signs, and channelization devices are not to scale.

ROAD WORK AHEAD W20-1 (1)

ONE LANE ROAD AHEAD W20-4 (2)

BE PREPARED TO STOP W20-7B (3)

STOP W20-7A (4)

MOTORCYCLES USE EXTREME CAUTION W21-1701 (5)

STOP WAIT FOR PILOT CAR 24" 18" G25-101 B/W (6)

