

**OKANOGAN COUNTY COMMISSIONERS**

**RESOLUTION 39-2023**

**OKANOGAN COUNTY ROAD PROJECT 9114-06 TWISP RIVER BRIDGE DECK  
REPAIR PLANS, PROVISIONS AND SPECIFICATIONS APPROVAL**

**WHEREAS**, Okanogan County Resolution No. 119-2022 adopted August 30, 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.

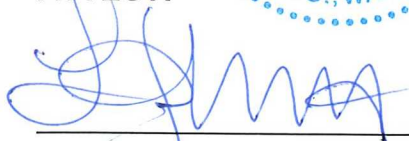
**NOW THEREFORE BE IT RESOLVED**, The Project Plans and Specifications prepared and presented as per RCW 36.77.010 are HEREBY APPROVED by the Board of Okanogan County Commissioners.

**DATED** at Okanogan, Washington this 14<sup>th</sup> day of march, 2023.

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**



**ATTEST:**

  
\_\_\_\_\_  
Laleña Johns, Clerk of the Board

  
\_\_\_\_\_  
Chris Branch, Chairman

  
\_\_\_\_\_  
Andy Hoyer, Vice Chairman

  
\_\_\_\_\_  
Jon Neal, Member

# **CONTRACT PLANS & PROVISIONS**



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FOR THE CONSTRUCTION OF:

## **CRP No 9114-06 Twisp River Bridge Deck Repair Federal Aid Project No. BHS-A240(002) Contract No. TA-7223**



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**March 2023**  
**OKANOGAN COUNTY DEPARTMENT OF PUBLIC WORKS**  
1234-A Second Avenue South, Okanogan WA 98840



## INTRODUCTION

This Contract shall be constructed in accordance with the 2023 Standard Specifications for Road, Bridge, and Municipal Construction.

## SPECIAL PROVISIONS

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

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

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

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

### Regions<sup>1</sup>

ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

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

## Division 1 General Requirements

## DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of \*\*\* Okanogan County Road No. 9114 Twisp River, BMP 1.287 to EMP 1.307, by cleaning and painting the metal surfaces of the following Bridge, scarifying concrete surface, polyester concrete overlay, expansion joint modification, temporary traffic control, temporary erosion and sediment control, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## Definitions and Terms

1 **1-01.3 Definitions**

2 *(January 19, 2022 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 or WSDOT General Special Provisions, to  
38 the terms "Department of Transportation", "Washington State Transportation  
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
40 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 **1-02 BID PROCEDURES AND CONDITIONS**

45  
46 **1-02.1 Prequalification of Bidders**  
47

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

50 **1-02.1 Qualifications of Bidder**

51 *(January 24, 2011 APWA GSP)*  
52



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

#### **1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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

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

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

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

### **Examination of Plans, Specifications and Site of Work**

#### **1-02.4(1) General**

*(January 19, 2022 APWA GSP Option A)*

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

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

#### **1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment

1 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
2 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
3 Registration Number; and a Business License Number, if applicable. Bids shall be  
4 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
5 required certifications are included as part of the Proposal Form.  
6

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

12  
13 **1-02.6 Preparation of Proposal**  
14 *(December 10, 2020 APWA GSP, Option B)*  
15

16 Supplement the second paragraph with the following:

- 17 4. If a minimum bid amount has been established for any item, the unit or lump sum  
18 price must equal or exceed the minimum amount stated.
- 19 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
20 initialed by the signer of the bid.  
21

22 Delete the last two paragraphs, and replace them with the following:  
23

24 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
25 Compliance form, provided by the Contracting Agency. Failure to return this certification  
26 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
27 Award. A Contractor Certification of Wage Law Compliance form is included in the  
28 Proposal Forms.  
29

30 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.  
31

32 A bid by a corporation shall be executed in the corporate name, by the president or a  
33 vice president (or other corporate officer accompanied by evidence of authority to sign).  
34

35 A bid by a partnership shall be executed in the partnership name, and signed by a  
36 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
37 UDBE requirements are to be satisfied through such an agreement.  
38

39 A bid by a joint venture shall be executed in the joint venture name and signed by a  
40 member of the joint venture. A copy of the joint venture agreement shall be submitted  
41 with the Bid Form if any UDBE requirements are to be satisfied through such an  
42 agreement.  
43

44 (August 2, 2004)

45 The fifth and sixth paragraphs of Section 1-02.6 are deleted.  
46  
47

1 **1-02.7 Bid Deposit**

2 *(March 8, 2013 APWA GSP)*

3  
4 Supplement this section with the following:

5  
6 Bid bonds shall contain the following:

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

17  
18 If so stated in the Contract Provisions, bidder must use the bond form included in the

19 Contract Provisions.

20  
21 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

22

23 **1-02.9 Delivery of Proposal**

24 *(January 19, 2022 APWA GSP, Option A)*

25  
26 Delete this section and replace it with the following:

27  
28 Each Proposal shall be submitted in a sealed envelope, with the Project Name and

29 Project Number as stated in the Call for Bids clearly marked on the outside of the

30 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and

31 delivery.

32  
33 To be considered responsive on a FHWA-funded project, the Bidder may be required to

34 submit the following items, as required by Section 1-02.6:

- 35
- 36 • DBE Utilization Certification (WSDOT 272-056)
  - 37 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm
  - 38 listed on the Bidder's completed DBE Utilization Certification
  - 39 • Good Faith Effort (GFE) Documentation
  - 40 • DBE Bid Item Breakdown (WSDOT 272-054)
  - 41 • DBE Trucking Credit Form (WSDOT 272-058)
- 42

43 **DBE Utilization Certification**

44 The DBE Utilization Certification shall be received at the same location and no later than

45 the time required for delivery of the Proposal. The Contracting Agency will not open or

46 consider any Proposal when the DBE Utilization Certification is received after the time

47 specified for receipt of Proposals or received in a location other than that specified for

48 receipt of Proposals. The DBE Utilization Certification may be submitted in the same

49 envelope as the Bid deposit.

50



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

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

10  
11 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

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

23  
24 Proposals that are received as required will be publicly opened and read as specified in  
25 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that  
26 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or  
27 received in a location other than that specified in the Call for Bids. The Contracting  
28 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or  
29 GFE documentation) that is received after the time specified above, or received in a  
30 location other than that specified in the Call for Bids.

31  
32 If an emergency or unanticipated event interrupts normal work processes of the  
33 Contracting Agency so that Proposals cannot be received at the office designated for  
34 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
35 Proposal will be deemed to be extended to the same time of day specified in the  
36 solicitation on the first work day on which the normal work processes of the Contracting  
37 Agency resume.

38  
39  
40 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

41 *(July 23, 2015 APWA GSP)*

42  
43 Delete this section, and replace it with the following:

44  
45 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
46 withdraw, revise, or supplement it if:

- 47  
48 1. The Bidder submits a written request signed by an authorized person and  
49 physically delivers it to the place designated for receipt of Bid Proposals, and  
50 2. The Contracting Agency receives the request before the time set for receipt of  
51 Bid Proposals, and

- 1                   3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
2                   Agency before the time set for receipt of Bid Proposals.  
3

4                   If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
5                   before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
6                   unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
7                   supplemented package in its entirety. If the Bidder does not submit a revised or  
8                   supplemented package, then its bid shall be considered withdrawn.  
9

10                  Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
11                  recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
12                  requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
13

## 14                  **Public Opening of Proposals**

15  
16                  Section 1-02.12 is supplemented with the following:  
17

18                  (\*\*\*\*\*)

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

20  
21                  The Board of County Commissioners of Okanogan County, will open sealed proposals after  
22                  **11:00:59AM Pacific Time on March 7, 2023**, at the Okanogan County Commissioners  
23                  Hearing Room, Okanogan County, Washington for the **CRP No. 9114-06 Twisp River Bridge**  
24                  **Deck Repair Project.**  
25

26                  Sealed bids are to be received by mail or hand delivered to the **Office of the Board of County**  
27                  **Commissioners** of Okanogan County located on the first floor of the Grainger Administration  
28                  Building located at 123 Fifth Ave. North, Room 150, Okanogan, Washington. Mailed proposals  
29                  must be received no later than the day prior to the bid opening date.  
30

31                  If proposals are to be hand carried and delivered, they must be received at the Department of  
32                  Public Works at the address stated above by **11:00:59AM Pacific Time, March 7, 2023**. Bids  
33                  delivered in person will only be received by the Contract Administrator.  
34

35                  Bid Proposals and Bid Proposal Bonds must be on the original forms provided by the County.  
36  
37

38                  All envelopes containing bids shall be clearly addressed to:

39                  **Okanogan County Commissioners**

40                  **123 Fifth Avenue North**

41                  **Room 150**

42                  **Okanogan, Washington 98840**  
43

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

45                  **CRP No. 9114-06 Twisp River Bridge Deck Repair Project.**  
46

47                  Telephone, facsimile (FAX), and email bids or amendments to bids will not be accepted.  
48  
49



1 **1-02.13 Irregular Proposals**  
2 *(December 30, 2022 APWA GSP)*  
3

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

- 6 1. A Proposal will be considered irregular and will be rejected if:  
7 a. The Bidder is not prequalified when so required;  
8 b. The authorized Proposal form furnished by the Contracting Agency is not  
9 used or is altered;  
10 c. The completed Proposal form contains any unauthorized additions, deletions,  
11 alternate Bids, or conditions;  
12 d. The Bidder adds provisions reserving the right to reject or accept the award,  
13 or enter into the Contract;  
14 e. A price per unit cannot be determined from the Bid Proposal;  
15 f. The Proposal form is not properly executed;  
16 g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
17 Form 271-015), if applicable, as required in Section 1-02.6;  
18 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
19 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
20 Section 1-02.6;  
21 i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
22 from each DBE firm listed on the Bidder's completed DBE Utilization  
23 Certification that they are in agreement with the bidder's DBE participation  
24 commitment, if applicable, as required in Section 1-02.6, or if the written  
25 confirmation that is submitted fails to meet the requirements of the Special  
26 Provisions;  
27 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
28 as required in Section 1-02.6, or if the documentation that is submitted fails to  
29 demonstrate that a Good Faith Effort to meet the Condition of Award was  
30 made;  
31 k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
32 054), if applicable, as required in Section 1-02.6, or if the documentation that  
33 is submitted fails to meet the requirements of the Special Provisions;  
34 l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-  
35 058), if applicable, as required in Section 1-02.6, or if the documentation that  
36 is submitted fails to meet the requirements of the Special Provisions;  
37 m. The Bid Proposal does not constitute a definite and unqualified offer to meet  
38 the material terms of the Bid invitation; or  
39 n. More than one Proposal is submitted for the same project from a Bidder  
40 under the same or different names.  
41  
42 2. A Proposal may be considered irregular and may be rejected if:  
43 a. The Proposal does not include a unit price for every Bid item;  
44 b. Any of the unit prices are excessively unbalanced (either above or below the  
45 amount of a reasonable Bid) to the potential detriment of the Contracting  
46 Agency;  
47 c. Receipt of Addenda is not acknowledged;  
48 d. A member of a joint venture or partnership and the joint venture or  
49 partnership submit Proposals for the same project (in such an instance, both  
50 Bids may be rejected); or  
51 e. If Proposal form entries are not made in ink.



1 **1-02.14 Disqualification of Bidders**

2 *(May 17, 2018 APWA GSP, Option A)*

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

5  
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
7 responsibility criteria in RCW 39.04.350(1), as amended.

8  
9 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
10 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the  
11 Contracting Agency reserves the right to request documentation as needed from the  
12 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder  
13 responsibility criteria.

14  
15 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
16 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
17 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
18 If the Bidder disagrees with this determination, it may appeal the determination within two  
19 (2) business days of the Contracting Agency's determination by presenting its appeal and  
20 any additional information to the Contracting Agency. The Contracting Agency will  
21 consider the appeal and any additional information before issuing its final determination.  
22 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
23 will not execute a contract with any other Bidder until at least two business days after the  
24 Bidder determined to be not responsible has received the Contracting Agency's final  
25 determination.

26  
27 **1-02.15 Pre Award Information**

28 *(December 30, 2022 APWA GSP)*

29  
30 Revise this section to read:

31  
32 Before awarding any contract, the Contracting Agency may require one or more of these  
33 items or actions of the apparent lowest responsible bidder:

- 34 1. A complete statement of the origin, composition, and manufacture of any or all  
35 materials to be used,  
36 2. Samples of these materials for quality and fitness tests,  
37 3. A progress schedule (in a form the Contracting Agency requires) showing the order  
38 of and time required for the various phases of the work,  
39 4. A breakdown of costs assigned to any bid item,  
40 5. Attendance at a conference with the Engineer or representatives of the Engineer,  
41 6. Obtain, and furnish a copy of, a business license to do business in the city or county  
42 where the work is located.  
43 7. Any other information or action taken that is deemed necessary to ensure that the  
44 bidder is the lowest responsible bidder.

45  
46  
47 **Award and Execution of Contract**

1 **1-03.1 Consideration of Bids**  
2 *(December 30, 2022 APWA GSP)*  
3

4 Revise the first paragraph to read:

5  
6 After opening and reading proposals, the Contracting Agency will check them for  
7 correctness of extensions of the prices per unit and the total price. If a discrepancy exists  
8 between the price per unit and the extended amount of any bid item, the price per unit will  
9 control. If a minimum bid amount has been established for any item and the bidder's unit  
10 or lump sum price is less than the minimum specified amount, the Contracting Agency will  
11 unilaterally revise the unit or lump sum price, to the minimum specified amount and  
12 recalculate the extension. The total of extensions, corrected where necessary, including  
13 sales taxes where applicable and such additives and/or alternates as selected by the  
14 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix  
15 the Awarded Contract Price amount and the amount of the contract bond.  
16

17 **1-03.3 Execution of Contract**  
18 *(January 19, 2022 APWA GSP)*  
19

20 Revise this section to read:

21  
22 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),  
23 the successful Bidder shall provide the information necessary to execute the Contract to  
24 the Contracting Agency. The Bidder shall send the contact information, including the full  
25 name, email address, and phone number, for the authorized signer and bonding agent to  
26 the Contracting Agency.  
27

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

33 Within seven (7) calendar days after the award date, the successful bidder shall return  
34 the signed Contracting Agency-prepared contract, an insurance certification as required  
35 by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the  
36 Transfer of Coverage form for the Construction Stormwater General Permit with sections  
37 I, III, and VIII completed when provided. Before execution of the contract by the  
38 Contracting Agency, the successful bidder shall provide any pre-award information the  
39 Contracting Agency may require under Section 1-02.15.  
40

41 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
42 Agency nor shall any work begin within the project limits or within Contracting Agency-  
43 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
44 and for any materials ordered before the contract is executed by the Contracting Agency.  
45

46 If the bidder experiences circumstances beyond their control that prevents return of the  
47 contract documents within the calendar days after the award date stated above, the  
48 Contracting Agency may grant up to a maximum of three (3) additional calendar days for  
49 return of the documents, provided the Contracting Agency deems the circumstances  
50 warrant it.  
51  
52



1 **1-03.4 Contract Bond**

2 *(July 23, 2015 APWA GSP)*

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

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

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

36  
37 **1-03.7 Judicial Review**

38 *(December 30, 2022 APWA GSP)*

39  
40 Revise this section to read:

41  
42 All decisions made by the Contracting Agency regarding the Award and execution of the  
43 Contract or Bid rejection shall be conclusive subject to the scope of judicial review  
44 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior  
45 Court of the county where the Contracting Agency headquarters is located, provided that  
46 where an action is asserted against a county, RCW 36.01.050 shall control venue and  
47 jurisdiction.



1 **Scope of the Work**

2  
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
4 **Specifications, and Addenda**

5 *(December 30, 2022 APWA GSP)*  
6

7 Revise the second paragraph to read:  
8

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

- 11 1. Addenda,
  - 12 2. Proposal Form,
  - 13 3. Special Provisions,
  - 14 4. Contract Plans,
  - 15 5. Standard Specifications,
  - 16 6. Contracting Agency's Standard Plans or Details (if any), and
  - 17 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 18

19 **1-04.4 Changes**

20 *(January 19, 2022 APWA GSP)*  
21

22 The first two sentences of the last paragraph of Section 1-04.4 are deleted.  
23  
24

25 **1-04.4(1) Minor Changes**

26 *(May 30, 2019 APWA GSP)*  
27

28 Delete the first paragraph and replace it with the following:  
29

30 Payments or credits for changes amounting to \$25,000.00 or less may be made under  
31 the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure  
32 for Minor Changes may be used in lieu of the more formal procedure as outlined in Section  
33 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work  
34 and will not change Contract Time.  
35

36 **Control of Work**  
37

38 **Working Drawings**  
39

40 Section 1-05.3 is supplemented with the following:  
41

42 *(\*\*\*\*\*)*

43 Contractor shall submit all working drawings for approval at least 30 working days prior to  
44 construction.  
45

46 **Conformity with and Deviations from Plans and Stakes**  
47

48 Section 1-05.4 is supplemented with the following:  
49  
50

1 (January 13, 2021)

2 **Contractor Surveying - Roadway**

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

4  
5 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
6 stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage,  
7 surfacing, paving, channelization and pavement marking, illumination and signals,  
8 guardrails and barriers, and signing. Except for the survey control data to be furnished  
9 by the Contracting Agency, calculations, surveying, and measuring required for setting  
10 and maintaining the necessary lines and grades shall be the Contractor's responsibility.

11  
12 The Contractor shall inform the Engineer when monuments are discovered that were not  
13 identified in the Plans and construction activity may disturb or damage the monuments.  
14 All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the  
15 length of the project or be replaced at the Contractors expense.

16  
17 Detailed survey records shall be maintained, including a description of the work  
18 performed on each shift, the methods utilized, and the control points used. The record  
19 shall be adequate to allow the survey to be reproduced. A copy of each day's record shall  
20 be provided to the Engineer within three working days after the end of the shift.

21  
22 The meaning of words and terms used in this provision shall be as listed in "Definitions of  
23 Surveying and Associated Terms" current edition, published by the American Congress  
24 on Surveying and Mapping and the American Society of Civil Engineers.

25  
26 The survey work shall include but not be limited to the following:

- 27  
28 1. Verify the primary horizontal and vertical control furnished by the Contracting  
29 Agency, and expand into secondary control by adding stakes and hubs as well  
30 as additional survey control needed for the project. Provide descriptions of  
31 secondary control to the Contracting Agency. The description shall include  
32 coordinates and elevations of all secondary control points.  
33  
34 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on  
35 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and  
36 at points on the alignments spaced no further than 50 feet.  
37  
38 3. Establish clearing limits, placing stakes at all angle points and at intermediate  
39 points not more than 50 feet apart. The clearing and grubbing limits shall be 5  
40 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise  
41 shown in the Plans.  
42  
43 4. Establish grading limits, placing slope stakes at centerline increments not more  
44 than 50 feet apart. Establish offset reference to all slope stakes. If Global  
45 Positioning Satellite (GPS) Machine Controls are used to provide grade control,  
46 then slope stakes may be omitted at the discretion of the Contractor  
47  
48 5. Establish the horizontal and vertical location of all drainage features, placing  
49 offset stakes to all drainage structures and to pipes at a horizontal interval not  
50 greater than 25 feet.  
51



- 1 6. Establish roadbed and surfacing elevations by placing stakes at the top of
- 2 subgrade and at the top of each course of surfacing. Subgrade and surfacing
- 3 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
- 4 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
- 5 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
- 6 stakes shall be placed at all locations where the roadway slope changes and at
- 7 additional points such that the transverse spacing of stakes is not more than 12
- 8 feet. If GPS Machine Controls are used to provide grade control, then roadbed
- 9 and surfacing stakes may be omitted at the discretion of the Contractor.
- 10
- 11 7. Establish intermediate elevation benchmarks as needed to check work
- 12 throughout the project.
- 13
- 14 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
- 15 surveying to establish location and elevation of paving pins as they are being
- 16 placed.
- 17
- 18 9. For all other types of construction included in this provision, (including but not
- 19 limited to channelization and pavement marking, illumination and signals,
- 20 guardrails and barriers, and signing) provide staking and layout as necessary to
- 21 adequately locate, construct, and check the specific construction activity.
- 22
- 23 10. Contractor shall determine if changes are needed to the profiles or roadway
- 24 sections shown in the Contract Plans in order to achieve proper smoothness
- 25 and drainage where matching into existing features, such as a smooth transition
- 26 from new pavement to existing pavement. The Contractor shall submit these
- 27 changes to the Engineer for review and approval 10 days prior to the beginning
- 28 of work.
- 29

30 The Contractor shall provide the Contracting Agency copies of any calculations and

31 staking data when requested by the Engineer.

32

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

34

	<u>Vertical</u>	<u>Horizontal</u>
36 Slope stakes	±0.10 feet	±0.10 feet
37 Subgrade grade stakes set		
38 0.04 feet below grade	±0.01 feet	±0.5 feet
39		(parallel to alignment)
40		±0.1 feet
41		(normal to alignment)
42		
43 Stationing on roadway	N/A	±0.1 feet
44 Alignment on roadway	N/A	±0.04 feet
45 Surfacing grade stakes	±0.01 feet	±0.5 feet
46		(parallel to alignment)
47		±0.1 feet
48		(normal to alignment)
49		



1	Roadway paving pins for		
2	surfacing or paving	±0.01 feet	±0.2 feet
3			(parallel to alignment)
4			±0.1 feet
5			(normal to alignment)
6			
7	The Contracting Agency may spot-check the Contractor's surveying. These spot-checks		
8	will not change the requirements for normal checking by the Contractor.		
9			
10	When staking roadway alignment and stationing, the Contractor shall perform		
11	independent checks from different secondary control to ensure that the points staked are		
12	within the specified survey accuracy tolerances.		
13			
14	The Contractor shall calculate coordinates for the alignment. The Contracting Agency will		
15	verify these coordinates prior to issuing approval to the Contractor for commencing with		
16	the work. The Contracting Agency will require up to seven calendar days from the date		
17	the data is received.		
18			
19	Contract work to be performed using contractor-provided stakes shall not begin until the		
20	stakes are approved by the Contracting Agency. Such approval shall not relieve the		
21	Contractor of responsibility for the accuracy of the stakes.		
22			
23	Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are		
24	needed that are not described in the Plans, then those stakes shall be marked, at no		
25	additional cost to the Contracting Agency as ordered by the Engineer.		
26			
27	<b>Payment</b>		
28	Payment will be made for the following bid item when included in the proposal:		
29			
30	"Roadway Surveying", lump sum.		
31			
32	The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,		
33	equipment, materials, and supervision utilized to perform the Work specified, including		
34	any resurveying, checking, correction of errors, replacement of missing or damaged		
35	stakes, and coordination efforts.		
36			
37	<b>1-05.7 Removal of Defective and Unauthorized Work</b>		
38	<i>(October 1, 2005 APWA GSP)</i>		
39			
40	Supplement this section with the following:		
41			
42	If the Contractor fails to remedy defective or unauthorized work within the time specified		
43	in a written notice from the Engineer, or fails to perform any part of the work required by		
44	the Contract Documents, the Engineer may correct and remedy such work as may be		
45	identified in the written notice, with Contracting Agency forces or by such other means as		
46	the Contracting Agency may deem necessary.		
47			
48	If the Contractor fails to comply with a written order to remedy what the Engineer		
49	determines to be an emergency situation, the Engineer may have the defective and		
50	unauthorized work corrected immediately, have the rejected work removed and replaced,		
51	or have work the Contractor refuses to perform completed by using Contracting Agency		
52	or other forces. An emergency situation is any situation when, in the opinion of the		

Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

#### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing** (October 1, 2005 APWA GSP)

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

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

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

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



1 The above process shall be repeated until the Engineer establishes the Substantial  
2 Completion Date and the Contractor considers the work physically complete and ready for  
3 final inspection.  
4

#### 5 **1-05.11(2) Final Inspection and Physical Completion Date**

6

7 When the Contractor considers the work physically complete and ready for final  
8 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
9 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
10 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
11 writing of all particulars in which the final inspection reveals the work incomplete or  
12 unacceptable. The Contractor shall immediately take such corrective measures as are  
13 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
14 diligently, and without interruption until physical completion of the listed deficiencies. This  
15 process will continue until the Engineer is satisfied the listed deficiencies have been  
16 corrected.  
17

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

22 The Contractor will not be allowed an extension of contract time because of a delay in  
23 the performance of the work attributable to the exercise of the Engineer's right  
24 hereunder.  
25

26 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
27 Contracting Agency, in writing, of the date upon which the work was considered physically  
28 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
29 not imply acceptance of the work or that all the obligations of the Contractor under the  
30 contract have been fulfilled.  
31

#### 32 **1-05.11(3) Operational Testing**

33

34 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
35 complete and operable system. Therefore when the work involves the installation of  
36 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
37 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
38 Engineer to have the Contractor operate and test the work for a period of time after final  
39 inspection but prior to the physical completion date. Whenever items of work are listed in  
40 the Contract Provisions for operational testing they shall be fully tested under operating  
41 conditions for the time period specified to ensure their acceptability prior to the Physical  
42 Completion Date. During and following the test period, the Contractor shall correct any  
43 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
44 class operating condition. Equipment, electrical controls, meters, or other devices and  
45 equipment to be tested during this period shall be tested under the observation of the  
46 Engineer, so that the Engineer may determine their suitability for the purpose for which  
47 they were installed. The Physical Completion Date cannot be established until testing  
48 and corrections have been completed to the satisfaction of the Engineer.  
49

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

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

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

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**  
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

**1-05.16 Water and Power**  
(October 1, 2005 APWA GSP)

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

**Control of Material**

Section 1-06 is supplemented with the following:

**Build America/Buy America**  
(October 5, 2022)

**General Requirements**

In accordance with Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for



determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category. Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site.

#### **Definitions**

1. Construction material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:

- a. Non-ferrous metals;
- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Lumber; or
- e. Drywall.

Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

2. Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

3. Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.

4. Structural Steel: Defined as all structural steel products included in the project.

5. United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

#### **Steel and Iron Requirements**

1 Major quantities of steel and iron construction materials that are permanently incorporated into  
2 the project shall consist of American-made materials only. BABA requirements do not apply to  
3 temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding  
4 and falsework.  
5  
6 Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the  
7 foreign material used does not exceed one-tenth of one percent of the total contract cost or  
8 \$2,500.00, whichever is greater.  
9  
10 American-made material is defined as material having all manufacturing processes occurring  
11 domestically.  
12  
13 If domestically produced steel billets or iron ingots are exported outside of the area of  
14 coverage, as defined above, for any manufacturing process then the resulting product does  
15 not conform to the BABA requirements. Additionally, products manufactured domestically from  
16 foreign source steel billets or iron ingots do not conform to the BABA requirements because  
17 the initial melting and mixing of alloys to create the material occurred in a foreign country.  
18  
19 Manufacturing begins with the initial melting and mixing and continues through the coating  
20 stage. Any process which modifies the chemical content, the physical size or shape, or the  
21 final finish is considered a manufacturing process. The processes include rolling, extruding,  
22 machining, bending, grinding, drilling, welding, and coating. The action of applying a coating  
23 to steel or iron is deemed a manufacturing process. Coating includes epoxy coating,  
24 galvanizing, aluminizing, painting, and any other coating that protects or enhances the value  
25 of steel or iron. Any process from the original reduction from ore to the finished product  
26 constitutes a manufacturing process for iron.  
27  
28 Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and  
29 alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron  
30 ore.  
31  
32 The following are considered to be steel manufacturing processes:  
33  
34 1. Production of steel by any of the following processes:  
35  
36 a. Open hearth furnace.  
37  
38 b. Basic oxygen.  
39  
40 c. Electric furnace.  
41  
42 d. Direct reduction.  
43  
44 2. Rolling, heat treating, and any other similar processing.  
45  
46 3. Fabrication of the products:  
47  
48 a. Spinning wire into cable or strand.  
49  
50 b. Corrugating and rolling into culverts.  
51  
52 c. Shop fabrication.



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

#### ***Manufactured Products***

Due to a nationwide waiver, BABA requirements do not apply to manufactured products.

#### ***Construction Material Requirements***

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-110EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-110EF.

#### **1-06.6 Recycled Materials**

*(January 4, 2016 APWA GSP)*

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

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

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

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

##### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

## 15 **Health and Safety**

16  
17 Section 1-07.1(2) is supplemented with the following:  
18

19 **(September 3, 2019)**

### 20 **Lead Health Protection Program**

21 Structural and non-structural materials located at the project site \*\*\* OCR # 9114 Twisp River,  
22 from BMP 1.47 to EMP 2.25\*\*\* contain lead-based products. The Contractor shall be fully  
23 responsible for the safety and health of all on-site workers and compliant with Washington  
24 Administrative Code (WAC 296-155-176). The Contractor's Lead Health Protection  
25 Program shall be submitted to the Contracting Agency as a Type 2 Working  
26 Drawing prior to the Contractor beginning work involving exposure to lead  
27 contamination. The Contractor shall communicate with the Engineer to ensure a  
28 coordinated effort for providing and maintaining a safe worksite for both the  
29 Contracting Agency's and Contractor's workers.  
30

### 31 **Construction Requirements**

32 The Contractor shall be responsible for the containment measures required to  
33 provide and maintain a safe and healthful jobsite for the duration of the project in  
34 accordance with all applicable laws and this Special Provision.  
35

### 36 **Payment**

37 All costs to comply with this Special Provision for the Lead Health Protection laws  
38 and regulations are the responsibility of the Contractor and shall be included in related items  
39 of work.  
40

## 41 42 **1-07.2 State Taxes**

43  
44 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
45

### 46 **1-07.2 State Sales Tax**

47 *(June 27, 2011 APWA GSP)*  
48

49 The Washington State Department of Revenue has issued special rules on the State  
50 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
51 Contractor should contact the Washington State Department of Revenue for answers to



1 questions in this area. The Contracting Agency will not adjust its payment if the  
2 Contractor bases a bid on a misunderstood tax liability.  
3

4 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
5 contract amounts. In some cases, however, state retail sales tax will not be included.  
6 Section 1-07.2(2) describes this exception.  
7

8 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
9 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
10 Department of Revenue a certificate showing that all contract-related taxes have been  
11 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
12 Contractor any amount the Contractor may owe the Washington State Department of  
13 Revenue, whether the amount owed relates to this contract or not. Any amount so  
14 deducted will be paid into the proper State fund.  
15

#### 16 **1-07.2(1) State Sales Tax — Rule 171**

17  
18 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
19 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
20 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
21 This includes storm or combined sewer systems within and included as a part of the  
22 street or road drainage system and power lines when such are part of the roadway  
23 lighting system. For work performed in such cases, the Contractor shall include  
24 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
25 amounts, including those that the Contractor pays on the purchase of the materials,  
26 equipment, or supplies used or consumed in doing the work.  
27

#### 28 **1-07.2(2) State Sales Tax — Rule 170**

29  
30 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
31 existing buildings, or other structures, upon real property. This includes, but is not  
32 limited to, the construction of streets, roads, highways, etc., owned by the state of  
33 Washington; water mains and their appurtenances; sanitary sewers and sewage  
34 disposal systems unless such sewers and disposal systems are within, and a part of, a  
35 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
36 or other conduits or lines in or above streets or roads, unless such power lines become a  
37 part of a street or road lighting system; and installing or attaching of any article of  
38 tangible personal property in or to real property, whether or not such personal property  
39 becomes a part of the realty by virtue of installation.  
40

41 For work performed in such cases, the Contractor shall collect from the Contracting  
42 Agency, retail sales tax on the full contract price. The Contracting Agency will  
43 automatically add this sales tax to each payment to the Contractor. For this reason, the  
44 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
45 contract amount subject to Rule 170, with the following exception.  
46

47 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
48 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
49 consumable supplies not integrated into the project. Such sales taxes shall be included  
50 in the unit bid item prices or in any other contract amount.  
51

1       **1-07.2(3) Services**

2  
3       The Contractor shall not collect retail sales tax from the Contracting Agency on any  
4       contract wholly for professional or other services (as defined in Washington State  
5       Department of Revenue Rules 138 and 244).  
6

7       **Environmental Regulations**

8  
9       Section 1-07.5 is supplemented with the following:  
10

11       ***(September 20, 2010)***

12       ***Environmental Commitments***

13       The following Provisions summarize the requirements, in addition to those required  
14       elsewhere in the Contract, imposed upon the Contracting Agency by the various  
15       documents referenced in the Special Provision **Permits and Licenses**. Throughout the  
16       work, the Contractor shall comply with the following requirements:  
17

18       (\*\*\*\*\*)

19       Construction Storm Water Permit  
20       Hydraulic Project Approval  
21

22  
23       ***(August 3, 2009)***

24       ***Payment***

25       All costs to comply with this special provision for the environmental commitments and  
26       requirements are incidental to the contract and are the responsibility of the Contractor.  
27       The Contractor shall include all related costs in the associated bid prices of the contract.  
28

29       ***State Departments of Fish And Wildlife***

30  
31       Section 1-07.5(2) is supplemented with the following:  
32

33       (April 2, 2018)

34       The following Provisions summarize the requirements, in addition to those required  
35       elsewhere in the Contract, imposed upon the Contracting Agency by the Washington  
36       State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply  
37       with the following requirements:  
38

39       (April 2, 2018)

40       All costs to comply with this special provision are incidental to the Contract and are 3 the  
41       responsibility of the Contractor. The Contractor shall include all related costs in 4 the  
42       associated bid prices of the Contract.  
43

44       **Permits and Licenses**

45  
46       Section 1-07.6 is supplemented with the following:  
47

48       (January 2, 2018)

49       The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of  
50       the permit(s) is attached as an appendix for informational purposes. Copies of these



permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

\*\*\* Construction Storm Water Permit & Hydraulic Project Approval \*\*\*

## **Load Limits**

Section 1-07.7 is supplemented with the following:

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

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

## **Wages**

### **General**

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

(January 9, 2023)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20230001.

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

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

*(December 30, 2022 APWA GSP)*

This section is revised to read as follows:

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

## **Requirements for Nondiscrimination**

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

1	<u>Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order</u>	
2	<u>11246)</u>	
3		
4	<u>1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard</u>	
5	<u>Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.</u>	
6		
7	<u>2. The goals and timetables for minority and female participation set by the Office of Federal</u>	
8	<u>Contract Compliance Programs, expressed in percentage terms for the Contractor's</u>	
9	<u>aggregate work force in each construction craft and in each trade on all construction work in</u>	
10	<u>the covered area, are as follows:</u>	
11		
12	<u>Women – Statewide</u>	
13		
14	<u>Timetable</u>	<u>Goal</u>
15		
16	<u>Until further notice</u>	<u>6.9%</u>
17	<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
18		
19	<u>Spokane, WA:</u>	
20	<u>SMSA Counties:</u>	
21	<u>Spokane, WA</u>	<u>2.8</u>
22	<u>WA Spokane.</u>	
23	<u>Non-SMSA Counties</u>	<u>3.0</u>
24	<u>WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA</u>	
25	<u>Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.</u>	
26		
27	<u>Richland, WA</u>	
28	<u>SMSA Counties:</u>	
29	<u>Richland Kennewick, WA</u>	<u>5.4</u>
30	<u>WA Benton; WA Franklin.</u>	
31	<u>Non-SMSA Counties</u>	<u>3.6</u>
32	<u>WA Walla Walla.</u>	
33		
34	<u>Yakima, WA:</u>	
35	<u>SMSA Counties:</u>	
36	<u>Yakima, WA</u>	<u>9.7</u>
37	<u>WA Yakima.</u>	
38	<u>Non-SMSA Counties</u>	<u>7.2</u>
39	<u>WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.</u>	
40		
41	<u>Seattle, WA:</u>	
42	<u>SMSA Counties:</u>	
43	<u>Seattle Everett, WA</u>	<u>7.2</u>
44	<u>WA King; WA Snohomish.</u>	
45	<u>Tacoma, WA</u>	<u>6.2</u>
46	<u>WA Pierce.</u>	
47	<u>Non-SMSA Counties</u>	<u>6.1</u>
48	<u>WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;</u>	
49	<u>WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA</u>	
50	<u>Thurston; WA Whatcom.</u>	
51		
52	<u>Portland, OR:</u>	



SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

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

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

U.S. Department of Labor  
Office of Federal Contract Compliance Programs Pacific Region  
Attn: Regional Director  
San Francisco Federal Building  
90 – 7 th Street, Suite 18-300  
San Francisco, CA 94103(415) 625-7800 Phone (415) 625-7799 Fax

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

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

1. As used in these specifications:

a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

1 b. Director means Director, Office of Federal Contract Compliance Programs, United  
2 States Department of Labor, or any person to whom the Director delegates authority;  
3

4 c. Employer Identification Number means the Federal Social Security number used on  
5 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;  
6

7 d. Minority includes:  
8

9 (1) Black, a person having origins in any of the Black Racial Groups of Africa.  
10

11 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,  
12 Puerto Rican, Cuban, Central American, South American, or other Spanish  
13 origin.  
14

15 (3) Asian or Pacific Islander, a person having origins in any of the original  
16 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and  
17 Samoa.  
18

19 (4) American Indian or Alaskan Native, a person having origins in any of the  
20 original peoples of North America, and who maintain cultural identification  
21 through tribal affiliation or community recognition.  
22

23 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the  
24 work involving any construction trade, it shall physically include in each subcontract in excess  
25 of \$10,000 the provisions of these specifications and the Notice which contains the applicable  
26 goals for minority and female participation and which is set forth in the solicitations from which  
27 this contract resulted.  
28

29 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved  
30 by the U.S. Department of Labor in the covered area either individually or through an  
31 association, its affirmative action obligations on all work in the Plan area (including goals and  
32 timetables) shall be in accordance with that Plan for those trades which have unions  
33 participating in the Plan. Contractors must be able to demonstrate their participation in and  
34 compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor  
35 participating in an approved Plan is individually required to comply with its obligations under  
36 the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each  
37 trade in which it has employees. The overall good faith performance by other Contractors or  
38 subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's  
39 or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.  
40

41 4. The Contractor shall implement the specific affirmative action standards provided in  
42 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from  
43 which this contract resulted are expressed as percentages of the total hours of employment  
44 and training of minority and female utilization the Contractor should reasonably be able to  
45 achieve in each construction trade in which it has employees in the covered area. Covered  
46 construction contractors performing construction work in geographical areas where they do  
47 not have a Federal or federally assisted construction contract shall apply the minority and  
48 female goals established for the geographical area where the work is being performed. The  
49 Contractor is expected to make substantially uniform progress in meeting its goals in each  
50 craft during the period specified.  
51



1 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union  
2 with whom the Contractor has a collective bargaining agreement, to refer either minorities or  
3 women shall excuse the Contractor's obligations under these specifications, Executive Order  
4 11246, or the regulations promulgated pursuant thereto.

5  
6 6. In order for the nonworking training hours of apprentices and trainees to be counted in  
7 meeting the goals, such apprentices and trainees must be employed by the Contractor during  
8 the training period, and the Contractor must have made a commitment to employ the  
9 apprentices and trainees at the completion of their training, subject to the availability of  
10 employment opportunities. Trainees must be trained pursuant to training programs approved  
11 by the U.S. Department of Labor.

12  
13 7. The Contractor shall take specific affirmative actions to ensure equal employment  
14 opportunity. The evaluation of the Contractor's compliance with these specifications shall be  
15 based upon its effort to achieve maximum results from its action. The Contractor shall  
16 document these efforts fully, and shall implement affirmative action steps at least as extensive  
17 as the following:

18  
19 a. Ensure and maintain a working environment free of harassment, intimidation, and  
20 coercion at all sites, and in all facilities at which the Contractor's employees are  
21 assigned to work. The Contractor, where possible, will assign two or more women to  
22 each construction project. The Contractor shall specifically ensure that all foremen,  
23 superintendents, and other on-site supervisory personnel are aware of and carry out  
24 the Contractor's obligation to maintain such a working environment, with specific  
25 attention to minority or female individuals working at such sites or in such facilities.

26  
27 b. Establish and maintain a current list of minority and female recruitment sources,  
28 provide written notification to minority and female recruitment sources and to  
29 community organizations when the Contractor or its unions have employment  
30 opportunities available, and maintain a record of the organizations' responses.

31  
32 c. Maintain a current file of the names, addresses and telephone numbers of each  
33 minority and female off-the-street applicant and minority or female referral from a  
34 union, a recruitment source or community organization and of what action was taken  
35 with respect to each such individual. If such individual was sent to the union hiring hall  
36 for referral and was not referred back to the Contractor by the union or, if referred, not  
37 employed by the Contractor, this shall be documented in the file with the reason  
38 therefor, along with whatever additional actions the Contractor may have taken.

39  
40 d. Provide immediate written notification to the Director when the union or unions with  
41 which the Contractor has a collective bargaining agreement has not referred to the  
42 Contractor a minority person or woman sent by the Contractor, or when the Contractor  
43 has other information that the union referral process has impeded the Contractor's  
44 efforts to meet its obligations.

45  
46 e. Develop on-the-job training opportunity and/or participate in training programs for  
47 the area which expressly include minorities and women, including upgrading programs  
48 and apprenticeship and trainee programs relevant to the Contractor's employment  
49 needs, especially those programs funded or approved by the U.S. Department of  
50 Labor. The Contractor shall provide notice of these programs to the sources compiled  
51 under 7b above.

1 f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions  
2 and training programs and requesting their cooperation in assisting the Contractor in  
3 meeting its EEO obligations; by including it in any policy manual and collective  
4 bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;  
5 by specific review of the policy with all management personnel and with all minority  
6 and female employees at least once a year; and by posting the company EEO policy  
7 on bulletin boards accessible to all employees at each location where construction  
8 work is performed.

9  
10 g. Review, at least annually, the company's EEO policy and affirmative action  
11 obligations under these specifications with all employees having any responsibility for  
12 hiring, assignment, layoff, termination or other employment decisions including specific  
13 review of these items with on-site supervisory personnel such as Superintendents,  
14 General Foremen, etc., prior to the initiation of construction work at any job site. A  
15 written record shall be made and maintained identifying the time and place of these  
16 meetings, persons attending, subject matter discussed, and disposition of the subject  
17 matter.

18  
19 h. Disseminate the Contractor's EEO policy externally by including it in any advertising  
20 in the news media, specifically including minority and female news media, and  
21 providing written notification to and discussing the Contractor's EEO policy with other  
22 Contractors and Subcontractors with whom the Contractor does or anticipates doing  
23 business.

24  
25 i. Direct its recruitment efforts, both oral and written to minority, female and community  
26 organizations, to schools with minority and female students and to minority and female  
27 recruitment and training organizations serving the Contractor's recruitment area and  
28 employment needs. Not later than one month prior to the date for the acceptance of  
29 applications for apprenticeship or other training by any recruitment source, the  
30 Contractor shall send written notification to organizations such as the above,  
31 describing the openings, screening procedures, and tests to be used in the selection  
32 process.

33  
34 j. Encourage present minority and female employees to recruit other minority persons  
35 and women and where reasonable, provide after school, summer and vacation  
36 employment to minority and female youth both on the site and in other areas of a  
37 Contractor's work force.

38  
39 k. Validate all tests and other selection requirements where there is an obligation to do  
40 so under 41 CFR Part 60-3.

41  
42 l. Conduct, at least annually, an inventory and evaluation of all minority and female  
43 personnel for promotional opportunities and encourage these employees to seek or to  
44 prepare for, through appropriate training, etc., such opportunities.

45  
46 m. Ensure that seniority practices, job classifications, work assignments and other  
47 personnel practices, do not have a discriminatory effect by continually monitoring all  
48 personnel and employment related activities to ensure that the EEO policy and the  
49 Contractor's obligations under these specifications are being carried out.  
50



- 1        n. Ensure that all facilities and company activities are nonsegregated except that  
2        separate or single-user toilet and necessary changing facilities shall be provided to  
3        assure privacy between the sexes.  
4
- 5        o. Document and maintain a record of all solicitations of offers for subcontracts from  
6        minority and female construction contractors and suppliers, including circulation of  
7        solicitations to minority and female contractor associations and other business  
8        associations.  
9
- 10       p. Conduct a review, at least annually, of all supervisors' adherence to and  
11       performance under the Contractor's EEO policies and affirmative action obligations.  
12
- 13       8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling  
14       one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor  
15       association, joint contractor-union, contractor-community, or other similar group of which the  
16       Contractor is a member and participant, may be asserted as fulfilling any one or more of the  
17       obligations under 7a through 7p of this Special Provision provided that the Contractor actively  
18       participates in the group, makes every effort to assure that the group has a positive impact on  
19       the employment of minorities and women in the industry, ensure that the concrete benefits of  
20       the program are reflected in the Contractor's minority and female work-force participation,  
21       makes a good faith effort to meet its individual goals and timetables, and can provide access  
22       to documentation which demonstrate the effectiveness of actions taken on behalf of the  
23       Contractor. The obligation to comply, however, is the Contractor's and failure of such a group  
24       to fulfill an obligation shall not be a defense for the Contractor's noncompliance.  
25
- 26       9. A single goal for minorities and a separate single goal for women have been established.  
27       The Contractor, however, is required to provide equal employment opportunity and to take  
28       affirmative action for all minority groups, both male and female, and all women, both minority  
29       and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a  
30       particular group is employed in substantially disparate manner (for example, even though the  
31       Contractor has achieved its goals for women generally, the Contractor may be in violation of  
32       the Executive Order if a specific minority group of women is underutilized).  
33
- 34       10. The Contractor shall not use the goals and timetables or affirmative action standards to  
35       discriminate against any person because of race, color, religion, sex, or national origin.  
36
- 37       11. The Contractor shall not enter into any subcontract with any person or firm debarred from  
38       Government contracts pursuant to Executive Order 11246.  
39
- 40       12. The Contractor shall carry out such sanctions and penalties for violation of these  
41       specifications and of the Equal Opportunity Clause, including suspensions, terminations and  
42       cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive  
43       Order 11246, as amended, and its implementing regulations by the Office of Federal Contract  
44       Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties  
45       shall be in violation of these specifications and Executive Order 11246, as amended.  
46
- 47       13. The Contractor, in fulfilling its obligations under these specifications, shall implement  
48       specific affirmative action steps, at least as extensive as those standards prescribed in  
49       paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to  
50       ensure equal employment opportunity. If the Contractor fails to comply with the requirements  
51       of the Executive Order, the implementing regulations, or these specifications, the Director shall  
52       proceed in accordance with 41 CFR 60-4.8.

1  
2 14. The Contractor shall designate a responsible official to monitor all employment related  
3 activity to ensure that the company EEO policy is being carried out, to submit reports relating  
4 to the provisions hereof as may be required by the government and to keep records. Records  
5 shall at least include, for each employee, their name, address, telephone numbers,  
6 construction trade, union affiliation if any, employee identification number when assigned,  
7 social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or  
8 laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay,  
9 and locations at which the work was performed. Records shall be maintained in an easily  
10 understandable and retrievable form; however, to the degree that existing records satisfy this  
11 requirement, the Contractors will not be required to maintain separate records.

12  
13 15. Nothing herein provided shall be construed as a limitation upon the application of other  
14 laws which establish different standards of compliance or upon the application of requirements  
15 for the hiring of local or other area residents (e.g., those under the Public Works Employment  
16 Act of 1977 and the Community Development Block Grant Program).

17  
18 16. Additional assistance for Federal Construction Contractors on contracts administered by  
19 Washington State Department of Transportation or by Local Agencies may be found at:

20  
21 Washington State Dept. of Transportation  
22 Office of Equal Opportunity  
23 PO Box 47314  
24 310 Maple Park Ave. SE  
25 Olympia WA  
26 98504-7314  
27 Ph: 360-705-7090  
28 Fax: 360-705-6801  
29 <http://www.wsdot.wa.gov/equalopportunity/default.htm>  
30

31 **1-07.11 Requirements for Nondiscrimination**  
32 *(October 1, 2020 APWA GSP, Option B)*  
33

34 Supplement this section with the following:

35  
36 ***Disadvantaged Business Enterprise Participation***

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

43  
44 **DBE Abbreviations and Definitions**

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



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

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

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

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

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

**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

1 business and in its own name the purchase and sale of the products in question.  
2 A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum  
3 products need not own, operate or maintain a place of business if it both owns  
4 and operates distribution equipment for the products. Any supplementing of  
5 regular dealers' own distribution equipment shall be by long-term formal lease  
6 agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers'  
7 representatives, or other persons who arrange or expedite transactions shall not  
8 be regarded as Regular Dealers within the meaning of this definition.  
9

10 **DBE Commitment** – The scope of work and dollar amount the Bidder indicates  
11 they will be subcontracting to be applied towards the DBE Condition of Award  
12 Goal as shown on the DBE Utilization Certification Form for each DBE  
13 Subcontractor. This DBE Commitment amount will be incorporated into the  
14 Contract and shall be considered a Contract requirement. The Contractor shall  
15 utilize the COA DBEs to perform the work and supply the materials for which  
16 they are committed. Any changes to the DBE Commitment require the  
17 Engineer's prior written approval.  
18

19 **DBE Condition of Award (COA) Goal** – An assigned numerical amount  
20 specified as a percentage of the Contract. Initially, this is the minimum amount  
21 that the Bidder must commit to by submission of the Utilization Certification Form  
22 and/or by Good Faith Effort (GFE).  
23

#### 24 **DBE COA Goal**

25 The Contracting Agency has established a DBE COA Goal for this Contract in the  
26 amount of: \*\*\* 10 percent (10%) of the contract total for COA DBE goal \*\*\*  
27

#### 28 **Crediting DBE Participation**

29 Subcontractors proposed as COA must be certified prior to the due date for bids on  
30 the Contract. All non-COA DBE Subcontractors shall be certified before the  
31 subcontract on which they are participating is executed.  
32

33 DBE participation is only credited upon payment to the DBE.  
34

35 The following are some definitions of what may be counted as DBE participation.  
36

#### 37 **DBE Prime Contractor**

38 Only take credit for that portion of the total dollar value of the Contract equal to  
39 the distinct, clearly defined portion of the Work that the DBE Prime Contractor  
40 performs with its own forces and is certified to perform.  
41

#### 42 **DBE Subcontractor**

43 Only take credit for that portion of the total dollar value of the subcontract that is  
44 equal to the distinct, clearly defined portion of the Work that the DBE performs  
45 with its own forces and is certified to perform. The value of work performed by  
46 the DBE includes the cost of supplies and materials purchased by the DBE and  
47 equipment leased by the DBE, for its work on the contract. Supplies, materials  
48 or equipment obtained by a DBE that are not utilized or incorporated in the  
49 contract work by the DBE will not be eligible for DBE credit.  
50



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

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

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

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

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

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

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

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

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

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

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

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

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

1 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a  
2 TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be  
3 in total control of all items in implementing the traffic control for the project.  
4

#### 5 **Trucking**

6 DBE trucking firm participation may only be credited as DBE participation for the  
7 value of the hauling services, not for the materials being hauled unless the  
8 trucking firm is also certified as a supplier of those materials. In situations where  
9 the DBE's work is priced per ton, the value of the hauling service must be  
10 calculated separately from the value of the materials in order to determine DBE  
11 credit for hauling  
12

13 The DBE trucking firm must own and operate at least one licensed, insured and  
14 operational truck on the contract. The truck must be of the type that is necessary  
15 to perform the hauling duties required under the contract. The DBE receives  
16 credit for the value of the transportation services it provides on the Contract  
17 using trucks it owns or leases, licenses, insures, and operates with drivers it  
18 employs.  
19

20 The DBE may lease additional trucks from another DBE firm. The DBE who  
21 leases additional trucks from another DBE firm receives credit for the value of  
22 the transportation services the lessee DBE provides on the Contract.  
23

24 The trucking Work subcontracted to any non-DBE trucking firm will not receive  
25 credit for Work done on the project.  
26

27 The DBE may lease trucks from a truck leasing company (recognized truck  
28 rental center), but can only receive credit towards DBE participation if the DBE  
29 uses its own employees as drivers.  
30

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

32 One hundred percent (100%) of the cost of the manufactured product obtained  
33 from a DBE manufacturer may count towards the DBE COA Goal.  
34

35 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE  
36 Regular Dealer may be credited towards the DBE Goal. If the role of the DBE  
37 Regular Dealer is determined to be that of a Broker, then DBE credit shall be  
38 limited to the fee or commission it receives for its services. Regular Dealer  
39 status and the amount of credit is determined on a Contract-by-Contract basis.  
40

41 DBE firms proposed to be used as a Regular Dealer must be approved before  
42 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer  
43 list published on WSDOT's Office of Equal Opportunity (OEO) web site must  
44 include the specific project for which approval is being requested. For purposes  
45 of the DBE COA Goal participation, the Regular Dealer must submit the Regular  
46 Dealer Status Request form a minimum of five calendar days prior to bid  
47 opening.  
48

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 1. By meeting the DBE COA Goal

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

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

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

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

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

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

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

44 GFE is evaluated when:  
45

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



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

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

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

- 3
- 4 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit,  
5 or insurance as required by the recipient or Bidder.
- 6
- 7 6. Making efforts to assist interested DBEs in obtaining necessary equipment,  
8 supplies, materials, or related assistance or services.
- 9
- 10 7. Effectively using the services of available minority/women community  
11 organizations; minority/women contractors' groups; local, State, and  
12 Federal minority/women business assistance offices; and other  
13 organizations as allowed on a case-by-case basis to provide assistance in  
14 the recruitment and placement of DBEs.
- 15
- 16 8. Documentation of GFE must include copies of each DBE and non-DBE  
17 subcontractor quotes submitted to the Bidder when a non-DBE  
18 subcontractor is selected over a DBE for Work on the Contract. (ref.  
19 updated DBE regulations – 26.53(b)(2)(vi) & App. A)
- 20

21 **Administrative Reconsideration of GFE Documentation**

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

- 24
- 25 • The Bidder must request within 48 hours of notification of being  
26 nonresponsive or forfeit the right to reconsideration.
  - 27
  - 28 • The reconsideration decision on the adequacy of the Bidder's GFE  
29 documentation shall be made by an official who did not take part in the  
30 original determination.
  - 31
  - 32 • Only original GFE documentation submitted as a supplement to the Bid  
33 shall be considered. The Bidder shall not introduce new documentation at  
34 the reconsideration hearing.
  - 35
  - 36 • The Bidder shall have the opportunity to meet in person with the official for  
37 the purpose of setting forth the Bidder's position as to why the GFE  
38 documentation demonstrates a sufficient effort.
  - 39
  - 40 • The reconsideration official shall provide the Bidder with a written decision  
41 on reconsideration within five working days of the hearing explaining the  
42 basis for their finding.
- 43

44 **DBE Bid Item Breakdown**

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

47

48 **DBE Trucking Credit Form**

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

51



1                   Note:       The DBE Trucking Credit Form is only required for a DBE Firm listed on  
2                               the DBE Utilization Certification as a subcontractor for "Trucking" or  
3                               "Hauling" and are performing a part of a bid item. For example, if the  
4                               item of Work is Structure Excavation including Haul, and another firm is  
5                               doing the excavation and the DBE Trucking firm is doing the haul, the  
6                               form is required. For a DBE subcontractor that is responsible for an  
7                               entire item of work that may require some use of trucks, the form is not  
8                               required.  
9

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

11                   After Award and prior to Execution, the Contractor shall provide the additional  
12                   information described below. Failure to comply shall result in the forfeiture of the  
13                   Bidder's Proposal bond or deposit.  
14

- 15                   1. A list of all firms who submitted a bid or quote in attempt to participate in  
16                               this project whether they were successful or not. Include the business  
17                               name and mailing address.  
18

19                   Note:       The firms identified by the Contractor may be contacted by the  
20                               Contracting Agency to solicit general information as follows: age of the  
21                               firm and average of its gross annual receipts over the past three years.  
22

#### 23                   **Procedures after Execution**

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

25                   The Contractor may only take credit for the payments made for Work performed  
26                   by a DBE that is determined to be performing a CUF. Payment must be  
27                   commensurate with the work actually performed by the DBE. This applies to all  
28                   DBEs performing Work on a project, whether or not the DBEs are COA, if the  
29                   Contractor wants to receive credit for their participation. The Engineer will  
30                   conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE  
31                   performs a CUF when it is carrying out its responsibilities of its contract by  
32                   actually performing, managing, and supervising the Work involved. The DBE  
33                   must be responsible for negotiating price; determining quality and quantity;  
34                   ordering the material, installing (where applicable); and paying for the material  
35                   itself. If a DBE does not perform "all" of these functions on a furnish-and-install  
36                   contract, it has not performed a CUF and the cost of materials cannot be counted  
37                   toward DBE COA Goal. Leasing of equipment from a leasing company is  
38                   allowed. However, leasing/purchasing equipment from the Contractor is not  
39                   allowed. Lease agreements shall be provided prior to the Subcontractor  
40                   beginning Work. Any use of the Contractor's equipment by a DBE may not be  
41                   credited as countable participation.  
42

43                   The DBE does not perform a CUF if its role is limited to that of an extra  
44                   participant in a transaction, contract, or project through which the funds are  
45                   passed in order to obtain the appearance of DBE participation.  
46

47                   In order for a DBE traffic control company to be considered to be performing a  
48                   CUF, the DBE must be in control of its work inclusive of supervision. The DBE  
49                   shall employ a Traffic Control Supervisor who is directly involved in the  
50                   management and supervision of the traffic control employees and services.  
51

1 The following are some of the factors that the Engineer will use in determining  
2 whether a DBE trucking company is performing a CUF:  
3

- 4 • The DBE shall be responsible for the management and supervision of  
5 the entire trucking operation for which it is responsible on the contract.  
6 The owner demonstrates business related knowledge, shows up on  
7 site and is determined to be actively running the business.  
8
- 9 • The DBE itself shall own and operate at least one fully licensed,  
10 insured, and operational truck used on the Contract. The drivers of the  
11 trucks owned and leased by the DBE must be exclusively employed by  
12 the DBE and reflected on the DBE's payroll.  
13
- 14 • Lease agreements for trucks shall indicate that the DBE has exclusive  
15 use of and control over the truck(s). This does not preclude the leased  
16 truck from working for others provided it is with the consent of the DBE  
17 and the lease provides the DBE absolute priority for use of the leased  
18 truck.  
19
- 20 • Leased trucks shall display the name and identification number of the  
21 DBE.  
22

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

24 In addition to the subcontracting requirements of Section 1-08.1, each DBE  
25 trucking firm shall submit supplemental information consisting of a completed  
26 Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy  
27 of vehicle registrations, and all Rental/Lease agreements (if applicable). The  
28 supplemental information shall be submitted to the Engineer prior to any trucking  
29 services being performed for DBE credit. Incomplete or incorrect supplemental  
30 information will be returned for correction. The corrected Primary  
31 UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary  
32 UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by  
33 the Engineer no later than ten calendar days of utilizing applicable trucks.  
34 Failure to submit or update the DBE Truck Unit Listing Log may result in trucks  
35 not being credited as DBE participation.  
36

37 Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit  
38 Listing Log for each day that the DBE performs trucking services for DBE credit.  
39 The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted  
40 to the Engineer by Friday of the week after the work was performed.  
41

#### 42 **Joint Checking**

43 A joint check is a check between a Subcontractor and the Contractor to the  
44 supplier of materials/supplies. The check is issued by the Contractor as payer  
45 to the Subcontractor and the material supplier jointly for items to be incorporated  
46 into the project. The DBE must release the check to the supplier, while the  
47 Contractor acts solely as the guarantor.  
48

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



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

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

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

#### 16 **Prompt Payment**

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

#### 21 **Subcontracts**

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

27 \*\*\*NCRRegionOE@wsdot.wa.gov \*\*\*  
28

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

#### 32 **Reporting**

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

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

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

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

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

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

1  
2  
3 **Contractor Initiated Changes**

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

8 **Original Quantity Underruns**

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

12  
13 **Contractor Proposed DBE Substitutions**

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

20  
21 **DBE Termination**

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

28  
29 Prior to requesting approval to terminate a COA DBE, the Contractor shall give  
30 notice in writing to the DBE with a copy to the Engineer of its intent to request to  
31 terminate DBE Work and the reasons for doing so. The DBE shall have five (5)  
32 days to respond to the Contractor's notice. The DBE's response shall either  
33 support the termination or advise the Engineer and the Contractor of the reasons  
34 it objects to the termination of its subcontract.

35  
36 If the request for termination is approved, the Contractor is required to substitute  
37 with another DBE to perform at least the same amount of work as the DBE that  
38 was terminated (or provide documentation of GFE). A plan to replace the COA  
39 DBE Commitment amount shall be submitted to the Engineer within 2 days of  
40 the approval of termination. The plan to replace the Commitment shall provide  
41 the same detail as that required in the DBE Utilization Certification.

42  
43 The Contractor must have good cause to terminate a COA DBE.

44  
45 Good cause typically includes situations where the DBE Subcontractor is unable  
46 or unwilling to perform the work of its subcontract. Good cause may exist if:

- 47  
48  
49  
50  
51  
52
- 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).

#### **Payment**

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

### **Federal Agency Inspection**

Section 1-07.12 is supplemented with the following:

***(July 25, 2022)***

#### ***Required Federal Aid Provisions***

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised July 5, 2022 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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



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

## 8 **Utilities and Similar Facilities**

9

10 Section 1-07.17 is supplemented with the following:

11  
12 (April 2, 2007)

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

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

19 \*\*\* Okanogan County PUD  
20 Allen Allie 509-422-8407  
21 PO Box 912  
22 Okanogan, WA 98840  
23

24 Lumen/CenturyLink  
25 Robert Fraley 509-235-3308  
26 904 N. Columbus  
27 Spokane, WA 99202  
28

29 Twisp Valley Power & Irrigation Co.  
30 Chris Christianson 509-997-6852  
31 80 Poorman Creek Cut-Off Rd.  
32 Twisp, WA 98856  
33

34 Methow Valley Irrigation District  
35 Sandra Strieby 509-997-2576  
36 PO Box 860  
37 Twisp, WA 98856 \*\*\*  
38

## 39 **Public Liability and Property Damage Insurance**

40

41 Section 1-07.18 is supplemented with the following:

### 42 43 **1-07.18 Public Liability and Property Damage Insurance**

44

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

#### 46 47 **1-07.18 Insurance**

48 *(December 30, 2022 APWA GSP)*  
49

#### 50 **1-07.18(1) General Requirements**

51 A. The Contractor shall procure and maintain the insurance described in all subsections of  
52 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best

- 1 rating of not less than A-: VII and licensed to do business in the State of Washington.  
2 The Contracting Agency reserves the right to approve or reject the insurance provided,  
3 based on the insurer's financial condition.  
4
- 5 B. The Contractor shall keep this insurance in force without interruption from the  
6 commencement of the Contractor's Work through the term of the Contract and for thirty  
7 (30) days after the Physical Completion date, unless otherwise indicated below.  
8
- 9 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of  
10 all subsequent renewals, shall be no later than the effective date of this Contract. The  
11 policy shall state that coverage is claims made and state the retroactive date. Claims-  
12 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
13 following the Completion Date or earlier termination of this Contract, and the Contractor  
14 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
15 claims made form of coverage becomes unavailable, or economically prohibitive, the  
16 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
17 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
18 liability for services performed.  
19
- 20 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
21 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
22 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
23 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
24 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
25 with it.  
26
- 27 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
28 written notice of any policy cancellation, within two business days of their receipt of such  
29 notice.  
30
- 31 F. The Contractor shall not begin work under the Contract until the required insurance has  
32 been obtained and approved by the Contracting Agency  
33
- 34 G. Failure on the part of the Contractor to maintain the insurance as required shall  
35 constitute a material breach of contract, upon which the Contracting Agency may, after  
36 giving five business days' notice to the Contractor to correct the breach, immediately  
37 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
38 and all premiums in connection therewith, with any sums so expended to be repaid to the  
39 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
40 offset against funds due the Contractor from the Contracting Agency.  
41
- 42 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
43 of the Contract and no additional payment will be made.  
44

45 **1-07.18(2) Additional Insured**

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

- 49     ▪ the Contracting Agency and its officers, elected officials, employees, agents, and  
50         volunteers

51 The above-listed entities shall be additional insured(s) for the full available limits of liability  
52 maintained by the Contractor, irrespective of whether such limits maintained by the



Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

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

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

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

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

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

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and 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,

1 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in  
2 equity.  
3  
4 All deductibles and self-insured retentions must be disclosed and are subject to approval by  
5 the Contracting Agency. The cost of any claim payments falling within the deductible or self-  
6 insured retention shall be the responsibility of the Contractor. In the event an additional  
7 insured incurs a liability subject to any policy's deductibles or self-insured retention, said  
8 deductibles or self-insured retention shall be the responsibility of the Contractor.  
9  
10 **1-07.18(5)A Commercial General Liability**  
11 Commercial General Liability insurance shall be written on coverage forms at least as broad  
12 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,  
13 operations, stop gap liability, independent contractors, products-completed operations,  
14 personal and advertising injury, and liability assumed under an insured contract. There shall  
15 be no exclusion for liability arising from explosion, collapse or underground property  
16 damage.  
17  
18 The Commercial General Liability insurance shall be endorsed to provide a per project  
19 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
20  
21 Contractor shall maintain Commercial General Liability Insurance arising out of the  
22 Contractor's completed operations for at least three years following Substantial Completion  
23 of the Work.  
24  
25 Such policy must provide the following minimum limits:  
26       \$1,000,000       Each Occurrence  
27       \$2,000,000       General Aggregate  
28       \$2,000,000       Products & Completed Operations Aggregate  
29       \$1,000,000       Personal & Advertising Injury each offence  
30       \$1,000,000       Stop Gap / Employers' Liability each accident  
31  
32 **1-07.18(5)B Automobile Liability**  
33 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be  
34 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the  
35 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
36 endorsements.  
37  
38 Such policy must provide the following minimum limit:  
39       \$1,000,000       Combined single limit each accident  
40  
41 **1-07.18(5)C Workers' Compensation**  
42 The Contractor shall comply with Workers' Compensation coverage as required by the  
43 Industrial Insurance laws of the State of Washington.  
44  
45 **1-08 PROSECUTION AND PROGRESS**  
46  
47 Add the following new section:  
48  
49       **1-08.0 Preliminary Matters**  
              (May 25, 2006 APWA GSP)



1  
2 Add the following new section:  
3

4 **1-08.0(1) Preconstruction Conference**

5 *(October 10, 2008 APWA GSP)*  
6

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

- 10 1. To review the initial progress schedule;  
11 2. To establish a working understanding among the various parties associated or  
12 affected by the work;  
13 3. To establish and review procedures for progress payment, notifications, approvals,  
14 submittals, etc.;  
15 4. To establish normal working hours for the work;  
16 5. To review safety standards and traffic control; and  
17 6. To discuss such other related items as may be pertinent to the work.  
18

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

- 20 1. A breakdown of all lump sum items;  
21 2. A preliminary schedule of working drawing submittals; and  
22 3. A list of material sources for approval if applicable.  
23

24 Add the following new section:  
25

26 **1-08.0(2) Hours of Work**

27 *(December 8, 2014 APWA GSP)*  
28

29 Except in the case of emergency or unless otherwise approved by the Engineer, the  
30 normal working hours for the Contract shall be any consecutive 8-hour period between  
31 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the  
32 Contractor desires different than the normal working hours stated above, the request  
33 must be submitted in writing prior to the preconstruction conference, subject to the  
34 provisions below. The working hours for the Contract shall be established at or prior to  
35 the preconstruction conference.  
36

37 All working hours and days are also subject to local permit and ordinance conditions (such  
38 as noise ordinances).  
39

40 If the Contractor wishes to deviate from the established working hours, the Contractor  
41 shall submit a written request to the Engineer for consideration. This request shall state  
42 what hours are being requested, and why. Requests shall be submitted for review no  
43 later than (2) prior to the day(s) the Contractor is requesting to change the hours.  
44

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

- 47 1. On non-Federal aid projects, requiring the Contractor to reimburse the  
48 Contracting Agency for the costs in excess of straight-time costs for Contracting  
49 Agency representatives who worked during such times. (The Engineer may

1 require designated representatives to be present during the work.  
2 Representatives who may be deemed necessary by the Engineer include, but are  
3 not limited to: survey crews; personnel from the Contracting Agency's material  
4 testing lab; inspectors; and other Contracting Agency employees or third party  
5 consultants when, in the opinion of the Engineer, such work necessitates their  
6 presence.)

7 2. Considering the work performed on Saturdays, Sundays, and holidays as working  
8 days with regard to the contract time.

9 3. Considering multiple work shifts as multiple working days with respect to contract  
10 time even though the multiple shifts occur in a single 24-hour period.

11 4. If a 4-10 work schedule is requested and approved the non working day for the  
12 week will be charged as a working day.

13 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
14 and recorded properly on certified payroll

## 15 16 17 **Prosecution and Progress**

### 18 19 **1-08.1 Subcontracting** 20 *(December 30, 2022 APWA GSP, Option A)*

21  
22 Section 1-08.1 is supplemented with the following:

23  
24 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor  
25 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written  
26 agreement between the Contractor and the subcontractor or between the subcontractor  
27 and any lower tier subcontractor has been executed. This certification shall also  
28 guarantee that these subcontract agreements include all the documents required by the  
29 Special Provision Federal Agency Inspection.

30  
31 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
32 under the contract until the following documents have been completed and submitted to  
33 the Engineer:

34  
35 1. Request to Sublet Work (WSDOT Form 421-012), and

36  
37 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
38 aid Projects (WSDOT Form 420-004).

39  
40 The Contractor shall submit to the Engineer a completed Monthly Retainage Report  
41 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress  
42 payment until every subcontractor and lower tier subcontractor's retainage has been  
43 released.

44  
45 The Contractor's records pertaining to the requirements of this Special Provision shall be  
46 open to inspection or audit by representatives of the Contracting Agency during the life of  
47 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**

### **Progress Schedule Types**

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

*(December 30, 2022 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:

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

The Contractor shall begin work on \*\*\*July 3, 2023\*\*\*, unless otherwise approved by the Engineer.

### **Time for Completion**

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

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

Contract time shall begin on the first working day. The first working day shall be\*\*\* July 3, 2023\*\*\*, unless otherwise approved by the Engineer.

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within \*\*\* thirty-five (35) \*\*\* working days.

#### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.

Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* \$2,700.00 \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

## **Measurement and Payment**

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

*(December 30, 2022 APWA GSP, Option 1)*

Revise the third paragraph to read:

**Scale Operations** – “Contractor-provided scale operations” are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide, set up, and maintain the scales necessary to perform this Work. The Contracting Agency will provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

### **1-09.2(5) Measurement**

*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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



1  
2 **1-09.6 Force Account**

3 *(December 30, 2022 APWA GSP)*  
4

5 Supplement this section with the following:  
6

7 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
8 all items to be paid per force account, only to provide a common proposal for Bidders. All  
9 such dollar amounts are to become a part of Contractor's total bid. However, the  
10 Contracting Agency does not warrant expressly or by implication, that the actual amount  
11 of work will correspond with those estimates. Payment will be made on the basis of the  
12 amount of work actually authorized by the Engineer.  
13

14 **1-09.9 Payments**

15 *(March 13, 2012 APWA GSP)*  
16

17 Supplement this section with the following:  
18

19 Lump sum item breakdowns are not required when the bid price for the lump sum item is  
20 less than \$20,000.  
21

22 ***Retainage***

23  
24 Section 1-09.9(1) content and title is deleted and replaced with the following:  
25

26 **(June 27, 2011)**

27 **Vacant**  
28

29 **Disputes and Claims**  
30

31  
32 **1-09.11(3) Time Limitation and Jurisdiction**

33 *(December 30, 2022 APWA GSP)*  
34

35 Revise this section to read:  
36

37 For the convenience of the parties to the Contract it is mutually agreed by the parties that  
38 all claims or causes of action which the Contractor has against the Contracting Agency  
39 arising from the Contract shall be brought within 180 calendar days from the date of final  
40 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
41 agreed that all such claims or causes of action shall be brought only in the Superior Court  
42 of the county where the Contracting Agency headquarters is located, provided that where  
43 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.  
44 The parties understand and agree that the Contractor's failure to bring suit within the time  
45 period provided, shall be a complete bar to all such claims or causes of action. It is further  
46 mutually agreed by the parties that when claims or causes of action which the Contractor  
47 asserts against the Contracting Agency arising from the Contract are filed with the  
48 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency  
49 to have timely access to all records deemed necessary by the Contracting Agency to assist  
50 in evaluating the claims or action.  
51  
52

1 **Claims Resolution**  
2  
3 **1-09.13(3)A Arbitration General**  
4 *(January 19, 2022 APWA GSP)*  
5  
6 Revise the third paragraph to read:  
7  
8 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
9 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
10 the Superior Court of the county in which the Contracting Agency's headquarters is  
11 located, provided that where claims subject to arbitration are asserted against a county,  
12 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
13 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
14 use the Contract as a basis for decisions.  
15  
16  
17 **1-09.13(4) Venue for Litigation**  
18 *(December 30, 2022 APWA GSP)*  
19  
20 Revise this section to read:  
21  
22 Litigation shall be brought in the Superior Court of the county in which the Contracting  
23 Agency's headquarters is located, provided that where claims are asserted against a  
24 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
25 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the  
26 Contracting Agency to have timely access to all records deemed necessary by the  
27 Contracting Agency to assist in evaluating the claims or action.  
28  
29 **Temporary Traffic Control**  
30  
31 **Traffic Control Management**  
32  
33 **General**  
34  
35 Section 1-10.2(1) is supplemented with the following:  
36  
37 (October 3, 2022)  
38 The Traffic Control Supervisor shall be certified by one of the following:  
39  
40 The Northwest Laborers-Employers Training Trust  
41 27055 Ohio Ave.  
42 Kingston, WA 98346  
43 (360) 297-3035  
44 <https://www.nwlett.edu>  
45  
46 Evergreen Safety Council  
47 12545 135<sup>th</sup> Ave. NE  
48 Kirkland, WA 98034-8709  
49 1-800-521-0778  
50 <https://www.esc.org>  
51



1 The American Traffic Safety Services Association  
2 15 Riverside Parkway, Suite 100  
3 Fredericksburg, Virginia 22406-1022  
4 Training Dept. Toll Free (877) 642-4637  
5 Phone: (540) 368-1701  
6 <https://atssa.com/training>  
7

8 Integrity Safety  
9 13912 NE 20th Ave.  
10 Vancouver, WA 98686  
11 (360) 574-6071  
12 <https://www.integritysafety.com>  
13

14 US Safety Alliance  
15 (904) 705-5660  
16 <https://www.ussafetyalliance.com>  
17

18 K&D Services Inc.  
19 2719 Rockefeller Ave.  
20 Everett, WA 98201  
21 (800) 343-4049  
22 <https://www.kndservices.net>  
23

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

### 25 **Traffic Control Procedures**

#### 26 **Alternating One-lane, Two Way Traffic Control**

27  
28 Section 1-10.3(2)A is supplemented with the following:  
29

30  
31 (\*\*\*\*\*)

32 The Contractor will not be permitted to close any of the county roads included  
33 in this project within the project limits. One-way traffic must be kept open  
34 during working hours and two-way traffic restored at the end of each working  
35 day. Access to County road intersections, local farms and residences shall be  
36 kept open at all times, unless otherwise approved by the Engineer.  
37  
38

### 39 **Measurement**

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

41  
42 Section 1-10.4(3) is supplemented with the following:  
43

44  
45 (\*\*\*\*\*)

46 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and  
47 the additional temporary traffic control items listed below. The provisions of Section 1-  
48 10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.  
49

50 \*\*\* Traffic Control Supervisor, Flaggers \*\*\*

1  
2  
3 **Division 2**  
4 **Earthwork**  
5

6 **Roadway Excavation and Embankment**  
7

8 **Construction Requirements**  
9

10 ***Disposal Of Surplus Material***

11 Section 2-03.3(7) is supplemented with the following:  
12

13 (\*\*\*\*\*)

14 Surplus roadway materials may be disposed of within the Contracting Agency  
15 furnished site:  
16

17 Twin Lakes Pit (milepost 1.1 on Twin Lakes Road)  
18

19 (\*\*\*\*\*)

20 No rocks greater than 24" can be wasted at the Pit. Concrete, asphalt, vegetation, or  
21 other garbage must be disposed of by the Contractor.  
22  
23  
24

25 **Division 5**  
26 **Surface Treatments and Pavements**  
27

28 **5-04 Hot Mix Asphalt**  
29 *(July 18, 2018 APWA GSP)*  
30

31 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:  
32

33 **5-04.1 Description**

34 This Work shall consist of providing and placing one or more layers of plant-mixed hot  
35 mix asphalt (HMA) on a prepared foundation or base in accordance with these  
36 Specifications and the lines, grades, thicknesses, and typical cross-sections shown  
37 in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes  
38 in accordance with these Specifications. WMA processes include organic additives,  
39 chemical additives, and foaming.  
40

41 HMA shall be composed of asphalt binder and mineral materials as may be required,  
42 mixed in the proportions specified to provide a homogeneous, stable,  
43 and workable mixture.  
44

45 **5-04.2 Materials**

46 Materials shall meet the requirements of the following sections:

47 Asphalt Binder	9-02.1(4)
48 Cationic Emulsified Asphalt	9-02.1(6)
49 Anti-Stripping Additive	9-02.4



1	HMA Additive	9-02.5
2	Aggregates	9-03.8
3	Recycled Asphalt Pavement	9-03.8(3)B
4	Mineral Filler	9-03.8(5)
5	Recycled Material	9-03.21
6	Portland Cement	9-01
7	Sand	9-03.1(2)
8	(As noted in 5-04.3(5)C for crack sealing)	
9	Joint Sealant	9-04.2
10	Foam Backer Rod	9-04.2(3)A
11	The Contract documents may establish that the various mineral materials required for	
12	the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.	
13	If the documents do not establish the furnishing of any of these mineral materials by the	
14	Contracting Agency, the Contractor shall be required to furnish such materials in the	
15	amounts required for the designated mix. Mineral materials include coarse and fine	
16	aggregates, and mineral filler.	
17		
18	The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production	
19	of HMA. The RAP may be from pavements removed under the Contract, if any, or	
20	pavement material from an existing stockpile.	
21		
22	The Contractor may use up to 20 percent RAP by total weight of HMA with no additional	
23	sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of	
24	one sample for every 1,000 tons produced and not less than ten samples per project.	
25	The asphalt content and gradation test data shall be reported to the Contracting Agency	
26	when submitting the mix design for approval on the QPL. The Contractor shall include	
27	the RAP as part of the mix design as defined in these Specifications.	
28		
29	The grade of asphalt binder shall be as required by the Contract. Blending of asphalt	
30	binder from different sources is not permitted.	
31		
32	The Contractor may only use warm mix asphalt (WMA) processes in the production of	
33	HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to	
34	the Engineer for approval the process that is proposed and how it will be used in the	
35	manufacture of HMA.	
36		
37	Production of aggregates shall comply with the requirements of Section 3-01.	
38	Preparation of stockpile site, the stockpiling of aggregates, and the removal of	
39	aggregates from stockpiles shall comply with the requirements of Section 3-02.	
40		
41	<b>5-04.2(1) How to Get an HMA Mix Design on the QPL</b>	
42	If the contractor wishes to submit a mix design for inclusion in the Qualified Products List	
43	(QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).	
44		
45	<b>5-04.2(1)A Vacant</b>	
46		
47	<b>5-04.2(2) Mix Design – Obtaining Project Approval</b>	

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

2  
3 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
4 in the contract documents.

5  
6 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA  
7 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
8 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted  
9 by commercial evaluation shall be as approved by the Project Engineer. Sampling and  
10 testing of HMA accepted by commercial evaluation will be at the option of the Project  
11 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will  
12 be excluded from the quantities used in the determination of nonstatistical evaluation.

13  
14 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor  
15 shall provide one of the following mix design verification certifications for Contracting  
16 Agency review;

- 17
- 18 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
  - 19 one of the mix design verification certifications listed below.
  - 20 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
  - 21 certification (stamp & signature) of a valid licensed Washington State
  - 22 Professional Engineer.
  - 23 • The Mix Design Report for the proposed HMA mix design developed by a
  - 24 qualified City or County laboratory that is within one year of the approval date.\*\*

25  
26 The mix design shall be performed by a lab accredited by a national authority such as  
27 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
28 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
29 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:  
30 resource proficiency sample program.

31  
32 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 33
- 34 • Have the aggregate structure and asphalt binder content determined in
  - 35 accordance with WSDOT Standard Operating Procedure 732 and meet the
  - 36 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
  - 37 stripping are at the discretion of the Engineer, and 9-03.8(6).
  - 38 • Have anti-strip requirements, if any, for the proposed mix design determined in
  - 39 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
  - 40 aggregate source compatibility from previous WSDOT lab testing.

41  
42 At the discretion of the Engineer, agencies may accept verified mix designs older than 12  
43 months from the original verification date with a certification from the Contractor that the  
44 materials and sources are the same as those shown on the original mix design.

45  
46 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be  
47 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For  
48 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the



current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

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

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

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

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

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

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

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

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

**Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

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

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

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

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

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

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

#### **5-04.3(3) Equipment**

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous 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.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be

1 achieved without the use of the reference line, a mat referencing device may be  
2 substituted for the reference line. Substitution of the device will be subject to the  
3 continued approval of the Engineer. A joint matcher may be used subject to the approval  
4 of the Engineer. The reference line may be removed after the completion of the first  
5 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
6 any of these methods are failing to provide the necessary vertical control, the reference  
7 lines will be reinstalled by the Contractor.

8  
9 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
10 accessories necessary for satisfactory operation of the automatic control equipment.

11  
12 If the paving machine in use is not providing the required finish, the Engineer may  
13 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
14 on the pavement shall be thoroughly removed before paving proceeds.

15  
16 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

19  
20 Where an MTD/V is required by the contract, the Engineer may approve paving without  
21 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
22 adjustment in cost or time is due.

23  
24 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
25 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
26 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
27 the windrow may be limited in urban areas or through intersections, at the discretion of  
28 the Engineer.

29  
30 To be approved for use, an MTV:

- 31  
32 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.  
33 2. Shall not be connected to the hauling vehicle or paver.  
34 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
35 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
36 placement into the paving machine.  
37 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
38 mixture.

39  
40 To be approved for use, an MTD:

- 41  
42 1. Shall be positively connected to the paver.  
43 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
44 3. Shall mix the HMA after delivery by the hauling equipment and prior to  
45 placement into the paving machine.



1                   4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
2                   mixture.

3  
4                   **5-04.3(3)E Rollers**

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

15  
16                  **5-04.3(4) Preparation of Existing Paved Surfaces**

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

20  
21                  Preleveling of uneven or broken surfaces over which HMA is to be placed may be  
22                  accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as  
23                  approved by the Engineer.

24  
25                  Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may  
26                  require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to  
27                  avoid bridging across preleveled areas by the compaction equipment. Equipment used  
28                  for the compaction of preleveling HMA shall be approved by the Engineer.

29  
30                  Before construction of HMA on an existing paved surface, the entire surface of the  
31                  pavement shall be clean. All fatty asphalt patches, grease drippings, and other  
32                  objectionable matter shall be entirely removed from the existing pavement. All  
33                  pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement  
34                  grindings, and other foreign matter. All holes and small depressions shall be filled with an  
35                  appropriate class of HMA. The surface of the patched area shall be leveled and  
36                  compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
37                  the surface shall be approved by the Engineer.

38  
39                  A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA  
40                  is to be placed or abutted; except that tack coat may be omitted from clean, newly paved  
41                  surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover  
42                  the existing pavement with a thin film of residual asphalt free of streaks and bare spots at  
43                  a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of  
44                  application shall be approved by the Engineer. A heavy application of tack coat shall be  
45                  applied to all joints. For Roadways open to traffic, the application of tack coat shall be  
46                  limited to surfaces that will be paved during the same working shift. The spreading  
47                  equipment shall be equipped with a thermometer to indicate the temperature of the tack  
48                  coat material.

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

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

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

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

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

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

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

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

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

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.



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

12  
13 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

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

15  
16 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

- 18  
19 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
20 B. Cracks greater than 1 inch in width – fill with sand slurry.

21  
22 **5-04.3(4)B Vacant**

23  
24 **5-04.3(4)C Pavement Repair**

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

34  
35 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth  
36 of 1.0 feet. The Engineer will make the final determination of the excavation depth  
37 required. The minimum width of any pavement repair area shall be 40 inches unless  
38 shown otherwise in the Plans. Before any excavation, the existing pavement shall be  
39 sawcut or shall be removed by a pavement grinder. Excavated materials will become the  
40 property of the Contractor and shall be disposed of in a Contractor-provided site off the  
41 Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

42  
43 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy  
44 application of tack coat shall be applied to all surfaces of existing pavement in the  
45 pavement repair area.

46  
47 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
48 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished

1 with the approval of the Engineer. Each lift shall be thoroughly compacted by a  
2 mechanical tamper or a roller.

3  
4 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

10  
11 **5-04.3(5)A Vacant**

12  
13 **5-04.3(6) Mixing**

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

18  
19 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
20 temperature by more than 25°F as shown on the reference mix design report or as  
21 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
22 HMA, the discharge temperature of the HMA shall not exceed the maximum  
23 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
24 percent in the mix, at discharge, will be allowed providing the water causes no problems  
25 with handling, stripping, or flushing. If the water in the HMA causes any of these  
26 problems, the moisture content shall be reduced as directed by the Engineer.

27  
28 Storing or holding of the HMA in approved storage facilities will be permitted with  
29 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
30 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
31 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
32 facility shall have an accessible device located at the top of the cone or about the third  
33 point. The device shall indicate the amount of material in storage. No HMA shall be  
34 accepted from the storage facility when the HMA in storage is below the top of the cone  
35 of the storage facility, except as the storage facility is being emptied at the end of the  
36 working shift.

37  
38 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
39 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
40 evidence of the recycled asphalt pavement not breaking down during the heating and  
41 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
42 changes have been approved by the Engineer. After the required amount of mineral  
43 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
44 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
45 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
46 ensured.

47  
48 **5-04.3(7) Spreading and Finishing**



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

5

6 HMA Class 1"	0.35 feet
7 HMA Class $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
8 wearing course	0.30 feet
9 other courses	0.35 feet
10 HMA Class $\frac{3}{8}$ "	0.15 feet

11

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

15  
16 When more than one JMF is being utilized to produce HMA, the material produced for  
17 each JMF shall be placed by separate spreading and compacting equipment. The  
18 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
19 placed during a work shift shall conform to a single JMF established for the class of HMA  
20 specified unless there is a need to make an adjustment in the JMF.

21  
22 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

27  
28 **5-04.3(9) HMA Mixture Acceptance**

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

30  
31 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial  
32 Evaluation is specified.

33  
34 Commercial evaluation will be used for Commercial HMA and for other classes of HMA  
35 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
36 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural  
37 applications of HMA accepted by commercial evaluation shall be as approved by the  
38 Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the  
39 option of the Engineer.

40  
41 The mix design will be the initial JMF for the class of HMA. The Contractor may request a  
42 change in the JMF. Any adjustments to the JMF will require the approval of the Engineer  
43 and may be made in accordance with this section.

44  
45 **HMA Tolerances and Adjustments**

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

4           For Asphalt Binder and Air Voids (Va), the acceptance limits are determined  
5 by adding the tolerances below to the approved JMF values. These values  
6 will also be the Upper Specification Limit (USL) and Lower Specification Limit  
7 (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

8           For Aggregates in the mixture:

- 9           a. First, determine preliminary upper and lower acceptance limits by applying the  
10 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%

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

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

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

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

28  
29           **5-04.3(9)A Vacant**

30  
31           **5-04.3(9)B Vacant**

32  
33           **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

36  
37           **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

38           A lot is represented by randomly selected samples of the same mix design that will be  
39 tested for acceptance. A lot is defined as the total quantity of material or work produced  
40 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.

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor "F"
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

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

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

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

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

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

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

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



1  
2 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

12  
13 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
14 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
15 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
16 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
17 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
18 mix.

19  
20 If a constituent is not measured in accordance with these Specifications, its individual  
21 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

22  
23 **5-04.3(10) HMA Compaction Acceptance**

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

36  
37 Tests for the determination of the pavement density will be taken in accordance with the  
38 required procedures for measurement by a nuclear density gauge or roadway cores after  
39 completion of the finish rolling.

40  
41 If the Contracting Agency uses a nuclear density gauge to determine density the test  
42 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the  
43 mix is placed and prior to opening to traffic.

44  
45 Roadway cores for density may be obtained by either the Contracting Agency or the  
46 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches  
47 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by  
48 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

1  
2 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the  
3 Contractor in the presence of the Engineer on the same day the mix is placed and at  
4 locations designated by the Engineer. If the Contract does not include the Bid item  
5 "Roadway Core" the Contracting Agency will obtain the cores.  
6

7 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's  
8 request after the Engineer is satisfied that material conforming to the Specifications can  
9 be produced.  
10

11 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
12 other than those listed above shall be compacted on the basis of a test point evaluation  
13 of the compaction train. The test point evaluation shall be performed in accordance with  
14 instructions from the Engineer. The number of passes with an approved compaction  
15 train, required to attain the maximum test point density, shall be used on all subsequent  
16 paving.  
17

18 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling  
19 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved  
20 by the Engineer.  
21

#### 22 **Test Results**

23 For a subplot that has been tested with a nuclear density gauge that did not meet the  
24 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF  
25 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request  
26 that a core be used for determination of the relative density of the subplot. The relative  
27 density of the core will replace the relative density determined by the nuclear density  
28 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA  
29 compaction lot.  
30

31 When cores are taken by the Contracting Agency at the request of the Contractor, they  
32 shall be requested by noon of the next workday after the test results for the subplot have  
33 been provided or made available to the Contractor. Core locations shall be outside of  
34 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
35 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
36 requested traffic control will result in forfeiture of the request for cores. When the CPF for  
37 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will  
38 be deducted from any monies due or that may become due the Contractor under the  
39 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the  
40 traffic control.  
41

#### 42 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on



conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the

1 freshly laid mixture only when the placement of the course must be discontinued for such  
2 a length of time that the mixture will cool below compaction temperature. When the Work  
3 is resumed, the previously compacted mixture shall be cut back to produce a slightly  
4 beveled edge for the full thickness of the course.

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

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

#### 16 **5-04.3(12)A2 Longitudinal Joints**

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

#### 27 **5-04.3(12)B Bridge Paving Joint Seals**

##### 29 **5-04.3(12)B1 HMA Sawcut and Seal**

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

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

39 Construct the bridge paving joint seal as specified on the Plans and in accordance with  
40 the detail shown in the Standard Plans. Construct the sawcut in accordance with the  
41 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-  
42 05.3(8)B and the manufacturer's application procedure.

##### 44 **5-04.3(12)B2 Paved Panel Joint Seal**

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



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

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

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

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

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

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

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

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

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

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

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

Locations of existing surfacing to be planed are as shown in the Drawings.

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



1  
2 **5-04.3(14)B Paving and Planing Under Traffic**  
3

4 **5-04.3(14)B1 General**

5 In addition the requirements of Section 1-07.23 and the traffic controls required in  
6 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the  
7 Contractor must comply with the following:  
8

9 1. Intersections:

- 10 a. Keep intersections open to traffic at all times, except when paving or planing  
11 operations through an intersection requires closure. Such closure must be kept  
12 to the minimum time required to place and compact the HMA mixture, or plane  
13 as appropriate. For paving, schedule such closure to individual lanes or portions  
14 thereof that allows the traffic volumes and schedule of traffic volumes required in  
15 the approved traffic control plan. Schedule work so that adjacent intersections  
16 are not impacted at the same time and comply with the traffic control restrictions  
17 required by the Traffic Engineer. Each individual intersection closure or partial  
18 closure, must be addressed in the traffic control plan, which must be submitted  
19 to and accepted by the Engineer, see Section 1-10.2(2).  
20 b. When planing or paving and related construction must occur in an  
21 intersection, consider scheduling and sequencing such work into quarters of the  
22 intersection, or half or more of an intersection with side street detours. Be  
23 prepared to sequence the work to individual lanes or portions thereof.  
24 c. Should closure of the intersection in its entirety be necessary, and no trolley  
25 service is impacted, keep such closure to the minimum time required to place  
26 and compact the HMA mixture, plane, remove asphalt, tack coat, and as  
27 needed.  
28 d. Any work in an intersection requires advance warning in both signage and a  
29 number of Working Days advance notice as determined by the Engineer, to alert  
30 traffic and emergency services of the intersection closure or partial closure.  
31 e. Allow new compacted HMA asphalt to cool to ambient temperature before  
32 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until  
33 approval has been obtained from the Engineer.  
34 2. Temporary centerline marking, post-paving temporary marking, temporary stop  
35 bars, and maintaining temporary pavement marking must comply with Section  
36 8-23.  
37 3. Permanent pavement marking must comply with Section 8-22.  
38

39 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

40 The Contractor must submit a separate planing plan and a separate paving plan to the  
41 Engineer at least 5 Working Days in advance of each operation's activity start date.  
42 These plans must show how the moving operation and traffic control are coordinated, as  
43 they will be discussed at the pre-planing briefing and pre-paving briefing. When  
44 requested by the Engineer, the Contractor must provide each operation's traffic control  
45 plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of  
46 operation and sufficient detail of traffic beyond the area of operation where detour traffic  
47 may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be  
48 changed if the Engineer agrees sufficient detail is shown.

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

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

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

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

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

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business



1 access, garbage truck operations, Metro transit operations and working around  
2 energized overhead wires, school and nursing home and hospital and other accesses,  
3 other contractors who may be operating in the area, pedestrian and bicycle traffic, and  
4 emergency services. The Contractor, and Subcontractors that may be part of that day's  
5 operations, must meet with the Engineer and discuss the proposed operation as it  
6 relates to the submitted planing plan and paving plan, approved traffic control plan, and  
7 public convenience and safety. Such discussion includes, but is not limited to:

8  
9 1. General for both Paving Plan and for Planing Plan:

- 10 a. The actual times of starting and ending daily operations.  
11 b. In intersections, how to break up the intersection, and address traffic control  
12 and signalization for that operation, including use of peace officers.  
13 c. The sequencing and scheduling of paving operations and of planing operations,  
14 as applicable, as it relates to traffic control, to public convenience and safety,  
15 and to other contractors who may operate in the Project Site.  
16 d. Notifications required of Contractor activities, and coordinating with other  
17 entities and the public as necessary.  
18 e. Description of the sequencing of installation and types of temporary pavement  
19 markings as it relates to planning and to paving.  
20 f. Description of the sequencing of installation of, and the removal of, temporary  
21 pavement patch material around exposed castings and as may be needed  
22 g. Description of procedures and equipment to identify hidden metal in the  
23 pavement, such as survey monumentation, monitoring wells, street car rail, and  
24 castings, before planning, see Section 5-04.3(14)B2.  
25 h. Description of how flaggers will be coordinated with the planing, paving, and  
26 related operations.  
27 i. Description of sequencing of traffic controls for the process of rigid pavement  
28 base repairs.  
29 j. Other items the Engineer deems necessary to address.

30 2. Paving – additional topics:

- 31 a. When to start applying tack and coordinating with paving.  
32 b. Types of equipment and numbers of each type equipment to be used. If more  
33 pieces of equipment than personnel are proposed, describe the sequencing of  
34 the personnel operating the types of equipment. Discuss the continuance of  
35 operator personnel for each type equipment as it relates to meeting  
36 Specification requirements.  
37 c. Number of JMFs to be placed, and if more than one JMF how the Contractor  
38 will ensure different JMFs are distinguished, how pavers and MTVs are  
39 distinguished if more than one JMF is being placed at the time, and how  
40 pavers and MTVs are cleaned so that one JMF does not adversely influence  
41 the other JMF.  
42 d. Description of contingency plans for that day's operations such as equipment  
43 breakdown, rain out, and Supplier shutdown of operations.  
44 e. Number of sublots to be placed, sequencing of density testing, and other  
45 sampling and testing.

46  
47 **5-04.3(15) Sealing Pavement Surfaces**

1 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with  
2 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to  
3 opening to traffic.  
4

#### 5 **5-04.3(16) HMA Road Approaches**

6 HMA approaches shall be constructed at the locations shown in the Plans or where  
7 staked by the Engineer. The Work shall be performed in accordance with Section 5-04.  
8

#### 9 **5-04.4 Measurement**

10 HMA Cl. \_\_\_\_ PG \_\_\_\_, HMA for \_\_\_\_ Cl. \_\_\_\_ PG \_\_\_\_, and Commercial HMA will  
11 be measured by the ton in accordance with Section 1-09.2, with no deduction being  
12 made for the weight of asphalt binder, mineral filler, or any other component of the  
13 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-  
14 04.3(11), the material removed will not be measured.

15  
16 Roadway cores will be measured per each for the number of cores taken.  
17

18 Preparation of untreated roadway will be measured by the mile once along the centerline  
19 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary  
20 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest  
21 0.01 mile.  
22

23 Soil residual herbicide will be measured by the mile for the stated width to the nearest  
24 0.01 mile or by the square yard, whichever is designated in the Proposal.  
25

26 Pavement repair excavation will be measured by the square yard of surface marked prior  
27 to excavation.  
28

29 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.  
30

31 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,  
32 whichever is designated in the Proposal.  
33

34 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.  
35

36 Longitudinal joint seals between the HMA and cement concrete pavement will be  
37 measured by the linear foot along the line and slope of the completed joint seal.  
38

39 Planing bituminous pavement will be measured by the square yard.  
40

41 Temporary pavement marking will be measured by the linear foot as provided in Section  
42 8-23.4.  
43

44 Water will be measured by the M gallon as provided in Section 2-07.4.  
45



**5-04.5 Payment**

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. \_\_\_\_ PG \_\_\_\_", per ton.

"HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", per ton.

"HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", per ton.

"HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Preparation of Existing Paved Surfaces", per mile.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

1  
2 "Pavement Repair Excavation Incl. Haul", per square yard.  
3  
4 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
5 shall be full payment for all costs incurred to perform the Work described in Section 5-  
6 04.3(4) with the exception, however, that all costs involved in the placement of HMA  
7 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. \_\_\_\_  
8 PG \_\_\_\_", per ton.  
9  
10 "Asphalt for Prime Coat", per ton.  
11  
12 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all  
13 costs incurred to obtain, provide and install the material in accordance with Section 5-  
14 04.3(4).  
15  
16 "Prime Coat Agg.", per cubic yard, or per ton.  
17  
18 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay  
19 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the  
20 aggregate in the quantities required by the Engineer.  
21  
22 "Asphalt for Fog Seal", per ton.  
23  
24 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.  
25  
26 "Longitudinal Joint Seal", per linear foot.  
27  
28 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
29 for all costs incurred to perform the Work described in Section 5-04.3(12).  
30  
31 "Planing Bituminous Pavement", per square yard.  
32  
33 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full  
34 payment for all costs incurred to perform the Work described in Section 5-04.3(14).  
35  
36 "Temporary Pavement Marking", per linear foot.  
37  
38 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.  
39  
40 "Water", per M gallon.  
41  
42 Payment for "Water" is described in Section 2-07.5.  
43  
44 "Job Mix Compliance Price Adjustment", by calculation.



1  
2 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in  
3 Section 5-04.3(9)C6.

4  
5 "Compaction Price Adjustment", by calculation.

6  
7 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-  
8 04..3(10)D3.

9  
10 "Roadway Core", per each.

11  
12 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)  
13 shall be incidental and included within the unit Bid price per each and no additional  
14 payments will be made.

15  
16 "Cyclic Density Price Adjustment", by calculation.

17  
18 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section  
19 5-04.3(10)B.

## 20 21 **Division 6** 22 **Structures**

### 23 24 **General Requirements for Structures**

#### 25 26 ***Expansion Joints***

27  
28 Section 6-02.3(13) is supplemented with the following:

#### 29 30 **Expansion Joint Modification**

31  
32 **(April 6, 2015)**

#### 33 **Expansion Joint Demolition Plan**

34 The Contractor shall submit Type 2 Working Drawings showing the method of  
35 removing the specified portions of the existing bridge expansion joints. The  
36 Working Drawings shall show the sequence of demolition and removal, the type  
37 of equipment to be used in all demolition and removal operations, and details of  
38 the methods and equipment used for containment, collection, and disposal of all  
39 debris. The Working Drawings shall show all stages of demolition.

40  
41 **(April 6, 2015)**

#### 42 **Joint Preparation and Installation Procedure**

43 The Contractor shall submit a Type 1 Working Drawing consisting of the sealant  
44 manufacturer's recommended joint preparation and installation procedure.

45  
46 **(April 6, 2015)**

#### 47 **Field Measuring Existing Bridge Expansion Joints**

48 The Contractor shall field measure the following dimensions of the existing  
49 bridge expansion joints of Bridge No(s). \*\*\* Twisp River Bridge C-8 \*\*\*:

1. Length along the roadway surface and the horizontal and vertical surfaces of the concrete curb.
2. Opening width at both curb lines and at the centerline of the roadway surface.

The Contractor shall submit a Type 1 Working Drawing consisting of the field measured dimensions.

**(April 6, 2015)**

**Removing Portions of Existing Bridge Expansion Joints**

The Contractor shall remove all concrete, expansion joint materials, overlay, dirt and debris at the bridge expansion joints of Bridge No(s). \*\*\* Twisp River Bridge C-8 \*\*\* within the blackout dimensions shown in the Plans.

Concrete removal shall conform to Section 2-02.3(2)A2 and the following restriction on power driven tools:

1. Jack hammers no heavier than the nominal 30 pound class.
2. Chipping hammers no heavier than the nominal 15 pound class.

No other power driven equipment shall be used to remove concrete in the vicinity of the bridge expansion joints. The power driven tools shall be operated at angles less than 45 degrees as measured from the surface of the deck to the tool.

The Contractor shall dispose of all materials removed from the bridge expansion joints in accordance with Section 2-02.3.

For polyester concrete headers, or elastomeric concrete headers, the Contractor shall clean and prepare all existing concrete surfaces bonding to the header in accordance with the **Polyester Concrete** or **Elastomeric Concrete** subsection, respectively, to Section 6-02.3 as supplemented in these Special Provisions. For concrete headers, the Contractor shall clean and prepare all existing concrete surfaces bonding to the header in accordance with Section 6-02.3(12)B.

**(April 6, 2015)**

**Drilling Holes and Setting Steel Reinforcing Bars**

The Contractor shall drill holes for, and set, steel reinforcing bars into the existing concrete as shown in the Plans in accordance with Section 6-02.3(24)C as supplemented in these Special Provisions.

**(April 6, 2015)**

**Placing Polyester Concrete or Elastomeric Concrete Headers**

The Contractor shall form the polyester concrete or the elastomeric concrete headers in accordance with either the **Polyester Concrete** or the **Elastomeric Concrete** subsection to Section 6-02.3 as supplemented in these Special Provisions. The Contractor shall remove all forms from the bridge expansion



1 joints after casting and curing the polyester concrete or the elastomeric concrete  
2 headers.  
3

4 **(September 8, 2020)**

5 **Placing Expansion Joint Sealant**

6 The Contractor shall have the services of a qualified sealant manufacturer's  
7 technical representative physically present at the job site to assist in assuring  
8 the proper installation of the rapid cure silicone sealant, provide technical  
9 assistance for the use of the joint sealant, train the Contractor's personnel  
10 installing the joint sealant, and to observe and inspect the installation of at least  
11 the first complete joint.  
12

13 The joint sealant shall not be placed against concrete until at least seven days  
14 after concrete placement. The joint sealant shall not be placed against polyester  
15 concrete or elastomeric concrete until a time period recommended by the  
16 sealant manufacturer.  
17

18 The Contractor shall clean the bridge expansion joints of all forms, dirt, form oil,  
19 grease, and other deleterious material. The Contractor shall clean and prepare  
20 the entire joint surface receiving the joint sealant in accordance with the  
21 manufacturer's joint preparation procedure, and as recommended by the sealant  
22 manufacturer's technical representative, including two stage abrasive blasting  
23 surface preparation and compressed air cleaning. All steel surfaces to be in  
24 contact with the joint sealant shall be cleaned to an SSPC-SP10 condition. The  
25 joint receiving the sealant shall be sound, clean, dry, and frost free.  
26

27 After the cleaned and prepared joint has received the Engineer's acceptance for  
28 joint dimensions, alignment, and preparation, the Contractor shall apply the  
29 primer, as recommended by the sealant manufacturer, to all surfaces to be in  
30 contact with the joint sealant. The primer shall dry and cure for the time period  
31 recommended by the sealant manufacturer for the surface type.  
32

33 After the primer is cured, the Contractor shall place the backer rod, and place  
34 the rapid cure silicone sealant in accordance with the joint installation procedure.  
35

36 If the joint width at the time of installation is less than 1-inch or greater than three  
37 inches, the Contractor shall not proceed with the expansion joint modification  
38 until the installation procedure is revised as recommended by the sealant  
39 manufacturer's technical representative.  
40

41 After installing the rapid cure silicone sealant, the Contractor shall flood the joint  
42 area with water. If leakage is detected, the bridge expansion joint system shall  
43 be repaired by the Contractor, as recommended by the sealant manufacturer.  
44

45 **(September 8, 2020)**

46 **Placing Expansion Joint Sealant**

47 The Contractor shall have the services of a qualified sealant manufacturer's  
48 technical representative physically present at the job site to assist in assuring  
49 the proper installation of the rapid cure silicone sealant, provide technical  
50 assistance for the use of the joint sealant, train the Contractor's personnel  
51 installing the joint sealant, and to observe and inspect the installation of at least  
52 the first complete joint.

Prior to scarifying the concrete deck for the modified concrete overlay, the Contractor shall remove all expansion joint materials and debris from the existing expansion joints, and shall dispose of these materials and debris as specified in Section 2-02.3.

Prior to placing the modified concrete overlay, the Contractor shall install a temporary form as shown in the Plans to fill the expansion joint gap. The temporary form shall preserve the expansion joint gap during the modified concrete overlay placement, and shall not damage the joint or the concrete overlay upon removal. The Contractor shall submit Type 2 Working Drawing consisting of the type of temporary form material, and the method of installation and removal.

The joint sealant shall not be placed against concrete (including concrete overlay except for polyester concrete overlay) until at least seven days after concrete placement.

After placing the modified concrete overlay and rounding the corner of the overlay at the joints with a 3/8 inch radius, the Contractor shall clean the bridge expansion joints of all temporary forms, dirt, form oil, grease, and other deleterious material. The Contractor shall clean and prepare the entire joint surface receiving the joint sealant in accordance with the manufacturer's joint preparation procedure, and as recommended by the sealant manufacturer's technical representative, including two stage abrasive blasting surface preparation and compressed air cleaning. All steel surfaces to be in contact with the joint sealant shall be cleaned to an SSPC-SP10 condition. The joint receiving the sealant shall be sound, clean, dry, and frost free.

After the cleaned and prepared joint has received the Engineer's acceptance for joint dimensions, alignment, and preparation, the Contractor shall apply the primer, as recommended by the sealant manufacturer, to all surfaces to be in contact with the joint sealant. The primer shall dry and cure for the time period recommended by the sealant manufacturer for the surface type.

After the primer is cured, the Contractor shall place the backer rod, and place the rapid cure silicone sealant in accordance with the joint installation procedure.

If the joint width at the time of installation is less than 1-inch or greater than three inches, the Contractor shall not proceed with the expansion joint modification until the installation procedure is revised as recommended by the sealant manufacturer's technical representative and as approved by the Engineer.

After installing the rapid cure silicone sealant, the Contractor shall flood the joint area with water. If leakage is detected, the bridge expansion joint system shall be repaired by the Contractor, as recommended by the sealant manufacturer.

## **Painting**

## **Description**

Section 6-07.1 is supplemented with the following:



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

This work shall consist of cleaning and painting all exposed metal surfaces of Bridge No(s). \*\*\* Twisp River Bridge C-8 \*\*\* , in accordance with Section 6-07.3(10), except as otherwise noted below.

### **Surface Preparation - Full Paint Removal**

Section 6-07.3(10)E is supplemented with the following:

(April 5, 2010)

The following steel surfaces of Bridge No(s). \*\*\* Twisp River Bridge C-8 \*\*\* shall receive full paint removal surface preparation in accordance with this Section:

\*\*\* All steel members specified to be painted \*\*\*

### **Paint Color**

Section 6-07.3(10)I is supplemented with the following:

(August 3, 2009)

The color of the top coat, when dry, shall match \*\*\* Color- Mt. St. Helens Gray , Semi- Gloss 26306 \*\*\*.

### **Modified Concrete Overlays**

### **Materials**

Section 6-09.2 is supplemented with the following:

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

#### ***Materials for Polyester Concrete***

##### **Polyester Resin Binder**

The resin shall be an unsaturated isophthalic polyester-styrene co-polymer.

Prior to adding the initiator, the resin shall conform to the following requirements:

Viscosity:	75 to 200 cps (20 rpm at 77F, RVT No. 1 spindle)	ASTM D 2196
Specific Gravity:	1.05 to 1.10 at 77F	ASTM D 1475
Styrene Content:	45% to 50% by weight of polyester styrene resin	ASTM D2369

After adding the initiator, the resin shall conform to the following requirements:

Elongation:	35% minimum w/ thickness 0.25" $\pm$ 0.04"	ASTM D 638
Tensile Strength:	2,500 psi minimum	ASTM D 638

1		w/ thickness 0.25" ± 0.04"	
2			
3	Conditioning	18 hours/77F/50% + 5 hours/158F	ASTM D 618
4			
5	Silane Coupler:	1.0% minimum	(by weight of polyester-styrene resin)
6			
7	The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter/hardeners shall be compatible with suitable		
8	methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP)		
9	initiators. MEKP initiators shall be used when the surrounding concrete		
10	temperatures are above 60F. A blend of initiators may be used as approved by		
11	the Engineer when the surrounding concrete temperature is 50F to 60F.		
12			
13			
14	Polyester resin binder will be accepted based on submittal to the Engineer of a		
15	Manufacturer's Certificate of Compliance conforming to Section 1-06.3.		
16			
17	<b>High Molecular Weight Methacrylate (HMWM) Resin</b>		
18	In addition to the viscosity and density properties, and the promoter/initiator system,		
19	already specified in this Section, the HMWM resin for polyester concrete overlays		
20	shall conform to the following requirements:		
21			
22	Flash Point:	180F minimum	ASTM D 3278
23			
24	Tack-Free Time:	400 minutes maximum	California Test 551
25			
26	Prior to adding initiator, the HMWM resin shall have a maximum volatile content of		
27	30 percent, when tested in conformance with ASTM D 2369.		
28			
29	HMWM resin will be accepted based on submittal to the Engineer of a Manufacturer's		
30	Certificate of Compliance conforming to Section 1-06.3.		
31			
32	<b>Aggregate</b>		
33	The aggregate shall be from a WSDOT approved pit site and shall be thoroughly		
34	washed and kiln dried.		
35			
36	The aggregate shall conform to Section 9-03, and one of the following combined		
37	aggregate gradings:		
38			
39		<u>Combined Aggregate</u>	
40			
41		1/2" Max.	3/8" Max.
42	Sieve Size	% Passing	% Passing
43			
44	1/2"	100	100
45	3/8"	83-100	100
46	U.S. No. 4	65-82	62-85
47	U.S. No. 8	45-64	45-67
48	U.S. No. 16	27-48	29-50
49	U.S. No. 30	12-30	16-36
50	U.S. No. 50	6-17	5-20
51	U.S. No. 100	0-7	0-7
52	U.S. No. 200	0-3	0-3



The combined aggregate shall have a maximum of 45 percent crushed particles. Fine aggregate shall consist of natural sand only.

Aggregate absorption shall not exceed 1.0 percent. The moisture content of the aggregate shall not exceed one half of the aggregate absorption at the time of mixing with the polyester resin binder. The aggregate temperature shall be between 45F and 100F at the time of mixing.

#### **Sand for Abrasive Finish**

The sand for abrasive finish shall conform to Section 6-09.2, and the aggregate moisture content requirements specified above.

### **Construction Requirements**

#### ***Equipment***

Section 6-09.3(1) is supplemented with the following:

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

##### **Mobile Mixer for Polyester Concrete**

The mixer shall be equipped to be calibrated to automatically proportion and blend all components of the specified mix on a continuous or intermittent basis as required by the finishing operation, and shall discharge mixed material directly into the finishing machine.

The mixer shall be equipped with a metering device that automatically measures and records the aggregate volumes and the corresponding resin volumes. The metering device shall have a readout display gage visible at all times, and shall be capable of printing out the volumes being recorded for each material.

The aggregate and resin volumes shall be recorded at no greater than five minute intervals along with the date of each recording. A printout of the recordings shall be furnished to the Engineer at the end of each work shift.

The Contractor shall prevent any cleaning chemicals from reaching the polyester mix during the overlay applications.

#### ***Submittals***

Section 6-09.3(2) is supplemented with the following:

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

##### **Submittals for Polyester Concrete**

The Contractor shall submit the following items to the Engineer for approval in accordance with Section 6-01.9:

1. The type of shot blasting machine selected by the Contractor for use in this project to scarify concrete surfaces.

2. The method and materials used to contain, collect, and dispose of all concrete debris generated by the scarifying process, including provisions for protecting adjacent traffic from flying debris.
3. The qualifications of on-site supervisors, mobile mixer operators, and finishing machine operators, in accordance with Section 6-09.3(8) as supplemented in these Special Provisions.
4. The polyester concrete mix design in accordance with Section 6-09.3(3) as supplemented in these Special Provisions.
5. Samples, as specified below, shall be submitted to the Engineer at least 15 working days prior to placing the polyester overlay:
  - a. One gallon minimum of the polyester resin binder.
  - b. One pint minimum of the HMWM resin.
  - c. 100 pounds minimum of aggregate.
  - d. Representative samples from each lot of prepackaged deck repair material and aggregate extenders, if selected for use in this project, as specified in Section 6-09.3(3) as supplemented in these Special Provisions.
6. The method and materials used to contain HMWM resin and polyester concrete within the deck area specified to receive the overlay.
7. Paving equipment specifications and details of the screed rail support system, including details of anchoring the rails and providing rail continuity.

The Contractor shall not begin scarifying operations until receiving the Engineer's approval of Items 1 and 2. The Contractor shall not begin placing polyester concrete overlay until receiving the Engineer's approval of Items 3 through 7.

### **Concrete Overlay Mixes**

Section 6-09.3(3) is supplemented with the following:

(January 7, 2002)

The Contractor may use either fly ash modified concrete (FMC), latex modified concrete (LMC), or microsilica modified concrete (MMC) for the concrete overlay. The Contractor shall select one type of concrete for the overlay, provide a mix for the selected concrete to the Engineer in accordance with Item 5 of Section 6-09.3(2), and use that type for the total concrete overlay operation. Use of a combination of types will not be allowed.

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

#### **Polyester Concrete**

The Contractor shall use polyester concrete for the total concrete overlay operation. Use of latex modified concrete (LMC), fly ash modified concrete (FMC) or microsilica modified concrete (MMC) will not be allowed.



1  
2 Polyester concrete shall consist of the following three components – polyester resin  
3 binder, HMWM resin, and combined aggregate, in accordance with Section 6-09.2  
4 as supplemented in these Special Provisions. The Contractor shall submit the mix  
5 design for the polyester concrete to the Engineer for approval. The mix design shall  
6 include a recommended initiator percentage for the expected application  
7 temperature. The polyester resin binder shall be approximately 12 percent by weight  
8 of the dry combined aggregate. The Contractor shall not begin the trial overlay of  
9 the polyester concrete, as specified in Section 6-09.3(8) as supplemented in these  
10 Special Provisions, until receiving the Engineer's approval of the polyester concrete  
11 mix design.  
12

### 13 ***Storing and Handling***

14  
15 Section 6-09.3(4) is supplemented with the following:

16  
17 (\*\*\*\*\*)

#### 18 **Storing and Handling of Polyester Concrete Materials**

19 All materials shall be delivered in their original containers bearing the manufacturer's  
20 label, specifying date of manufacturing, batch number, trade name brand, quantity,  
21 and mixing ratio. Each shipment of polyester resin binder and HMWM resin shall be  
22 accompanied by a Safety Data Sheet (SDS).  
23

24 The material shall be stored to prevent damage by the elements and to ensure the  
25 preservation of their quality and fitness for the work. The storage space shall be kept  
26 clean and dry and shall contain a high-low thermometer. The temperatures of the  
27 storage space shall not fall below nor rise above that recommended by the  
28 manufacturer. Every precaution shall be taken to avoid contact with flame.  
29

30 Stored materials shall be inspected prior to their use and shall meet the requirements  
31 of these Special Provisions at the time of use.  
32

33 Any material which is rejected because of failure to meet the required tests or that  
34 has been damaged so as to cause rejections shall be immediately replaced at no  
35 additional expense to the Contracting Agency.  
36

37 Sufficient material to perform the entire polyester concrete overlay application shall  
38 be in storage at the site prior to any field preparation, so that there shall be no delay  
39 in procuring the materials for each day's application.  
40

41 Appropriate impermeable protective garments shall be used by all workers who may  
42 contact the resin or initiators to prevent skin contact. If skin contact occurs, the resin  
43 or initiators shall be immediately washed off. Clothing that becomes saturated with  
44 resin shall be removed immediately.  
45

46 All personnel working with the polyester concrete shall be issued suitable approved  
47 organic vapor respirators in addition to other appropriate protection equipment.  
48

### 49 ***Scarifying Concrete Surface***

50  
51 Section 6-09.3(5) is supplemented with the following:  
52

1 (\*\*\*\*\*)

2 The Contractor shall use a shot blasting machine for scarifying concrete surfaces.  
3 The use of a rotary milling or hydro-demolition machines will not be allowed. The  
4 Contractor shall inform the Engineer of the type of machine selected in accordance  
5 with Item 1 of Section 6-09.3(2).  
6

7 (\*\*\*\*\*)

8 The scarification depth for all concrete decks receiving polyester concrete overlay  
9 shall be 1/4 inch, and all references to scarification depth in Sections 6-09.3(5)A and  
10 6-09.3(5)B shall be revised accordingly.  
11

## 12 ***Further Deck Preparation***

### 13 **Deck Repair Preparation**

14  
15 Section 6-09.3(6)B is supplemented with the following:  
16

17 (April 6, 2015)

18 The Contractor shall not remove the bottom two inches of the existing concrete  
19 deck, unless otherwise directed by the Engineer. If the existing concrete bridge  
20 deck is punctured by the removal operations, the Contractor shall form the  
21 bottom surface prior to placing the patching concrete. The Contractor shall  
22 submit the method and materials to be used for such forming as a Type 2E  
23 Working Drawing in accordance with Section 6-02.3(16).  
24  
25

## 26 ***Quality Assurance***

27  
28 Section 6-09.3(8) is supplemented with the following:  
29

30 (\*\*\*\*\*)

### 31 **Quality Assurance For Polyester Concrete Overlay**

32 The Contractor shall arrange to have the suppliers of the polyester resin binder and  
33 HMWM resin furnish technical service relating to application of material and health  
34 and safety training for personnel who are to handle the polyester concrete and the  
35 HMWM resin prime coat.  
36

37 On-site supervisors, and all personnel operating the mobile mixer and finishing  
38 machines, shall have successful previous experience in mixing and placing polyester  
39 concrete overlay. Documentation of project experience with polyester concrete  
40 overlay shall include the name and location of the project, the Contracting Agency of  
41 the project, the area quantity of overlay placed, and the name and current phone  
42 number of the Contracting Agency's contact person for the referenced project.  
43  
44

45 (\*\*\*\*\*)

### 46 **Polyester Concrete Trial Overlay**

47 The Contractor shall place a trial overlay of polyester concrete using the equipment  
48 selected by the Contractor and the production mix and procedure as approved by  
49 the Engineer in accordance with Section 6-09.3(3). The Contractor shall notify the  
50 Engineer of the time and location of the trial overlay at least seven calendar days  
51 prior to the scheduled trial overlay.  
52



1 The trial overlay shall be placed on a previously cast and cured concrete pad at a  
2 location selected by the Contractor. The plan area of the concrete pad shall be 12  
3 feet minimum in width and 15 feet minimum in length.  
4

5 The Contractor shall clean the concrete pad surface, mix, place, finish, and cure the  
6 polyester concrete overlay, and check the trial overlay for bond, in accordance with  
7 Section 6-09.3 as supplemented in these Special Provisions, except as otherwise  
8 noted. The Contractor need not scarify the concrete surface and perform further  
9 deck preparation on the concrete pad surface provided that all other conditions of  
10 Section 6-09.3(7) are satisfied. The trial overlay shall be 12 feet wide, 15 feet long,  
11 and 3/4 inches thick.  
12

13 The Contractor shall perform three pull-off tests on the trial overlay in accordance  
14 with American Concrete Institute 503R - Appendix A. The Contractor shall record the  
15 pull-off test results and the amount of (if any) failure into the base concrete, and shall  
16 provide written documentation of the test results to the Engineer.  
17

18 The Contractor shall not begin placing polyester concrete overlay at the bridge site(s)  
19 receiving the polyester concrete overlay until receiving the Engineer's approval of  
20 the completed trial overlay.  
21

22 After receiving the Engineer's approval of the completed trial overlay, the concrete  
23 pad and trial overlay shall become the Contractor's property and shall be removed  
24 and disposed of in accordance with Section 2-02.3.  
25

## 26 ***Mixing Concrete for Concrete Overlay***

27

28 Section 6-09.3(9) is supplemented with the following:  
29

30 **(\*\*\*\*\*)**

### 31 **Mixing Polyester Concrete**

32 Polyester concrete shall be mixed in mobile mixers conforming to Section 6-09.3(1)  
33 as supplemented in these Special Provisions, and in accordance with the mix design  
34 approved by the Engineer.  
35

36 The polyester resin binder in the polyester concrete shall be approximately 12  
37 percent by weight of the dry aggregate. The Contractor shall determine the exact  
38 percentage as approved by the Engineer.  
39

40 The amount of peroxide initiator used shall result in a polyester concrete set time  
41 between 30 and 120 minutes during placement as determined by California Test 551,  
42 Part 2, "Method of Test For Determination of Set Time of Concrete Overlay and  
43 Patching Materials", by Gilmore Needles. Accelerators or inhibitors may be required  
44 as recommended by the polyester resin binder supplier and as approved by the  
45 Engineer.  
46

47 The polyester resin binder shall be initiated and thoroughly blended just prior to  
48 mixing the aggregate and binder. The polyester concrete shall be thoroughly mixed  
49 prior to placing.  
50

## 51 ***Overlay Profile and Screed Rails***

52

1 Section 6-09.3(10) is supplemented with the following:  
2

3 (\*\*\*\*\*)

4 The minimum thickness of polyester concrete overlay shall be 3/4 inches, except as  
5 otherwise shown in the Plans or adjusted by the Engineer.  
6

7 **Placing Concrete Overlay**  
8

9 Section 6-09.3(11) is supplemented with the following:  
10

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

12 **Placing Polyester Concrete Overlay**

13 Application of the HMWM prime coat and the polyester concrete overlay shall not  
14 begin if rain is expected. The area receiving the prime coat shall be dry and had no  
15 rain for at least 24 hours. Immediately prior to applying the prime coat, the surface  
16 receiving the prime coat shall be swept clean by compressed air to remove  
17 accumulated dust and any other loose material. If the surface receiving the HMWM  
18 prime coat and polyester concrete has been exposed to moisture within the previous  
19 12 hours, it shall be thoroughly dried using a heat lance prior to placement of the  
20 HMWM prime coat.  
21

22 The concrete bridge deck surface temperature shall be between 50F and 85F when  
23 the prime coat is applied.  
24

25 The prepared concrete surface shall receive one coat of promoted/initiated wax-free  
26 HMWM resin. The promoted/initiated HMWM resin primer shall be worked into the  
27 concrete in a manner to effect complete coverage of the area. A one pint sample of  
28 each batch of promoted/initiated HMWM resin shall be retained and submitted to the  
29 Engineer at the time of primer application to verify proper catalyzation. Under no  
30 circumstances shall any resin be allowed to run into drains and expansion joints, or  
31 otherwise escape the Contractor's collection and containment system.  
32

33 If the HMWM primed surface becomes contaminated, the contaminated area shall  
34 be cleaned by abrasive blasting and reprimed at no additional expense to the  
35 Contracting Agency.  
36

37 The HMWM prime coat shall cure for a minimum of 30 minutes before placing the  
38 polyester concrete overlay. Placement of the polymer concrete shall not proceed  
39 until the Engineer verifies that the HMWM resin was properly promoted and initiated,  
40 as evidenced by the HMWM batch sample.  
41

42 The polyester concrete shall be placed on the liquid or hardened HMWM prime coat  
43 within two hours of placing the prime coat. Polyester concrete shall be placed prior  
44 to gelling and within 15 minutes following initiation, whichever occurs first. Polyester  
45 concrete that is not placed within this time shall be discarded.  
46

47 If, for any reason, polyester concrete is not placed over the prime coat within the two  
48 hour time limit, the Contractor shall apply a fresh coat of HMVM resin primer  
49 immediately followed by an abrasive sand finish coating. The abrasive sand finish  
50 shall be broadcast onto the surface to affect a uniform coverage of a minimum of 0.8  
51 pounds per square yard. Prior to applying the polyester concrete overlay, the surface  
52 shall be re-cleaned in accordance with Section 6-09.3(7).



Expansion joints shall be adequately isolated prior to placing the overlay as approved by the Engineer. Saw cutting at bridge expansion joints will not be allowed.

The surface temperature of the area receiving the polyester concrete shall be the same as specified above for the HMWM prime coat.

The polyester concrete shall be consolidated to a relative compaction of not less than 97 percent.

### ***Finishing Concrete Overlay***

Section 6-09.3(12) is supplemented with the following:

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

#### **Finishing Polyester Concrete Overlay**

The finished surface of the polyester concrete overlay shall conform to Section 6-02.3(10).

The polyester concrete shall be struck off to the established grade and cross section and consolidated to the required compaction. No further texturing and grooving of the finish overlay surface will be required. Forms shall be coated with suitable bond release agent to permit ready release of forms.

The polyester concrete overlay shall receive an abrasive sand finish. The sand finish shall be applied immediately after overlay strike-off and before gelling occurs.

The surface texture of polyester concrete surface shall be uniform and shall have a friction number of not less than 35 as determined by ASTM E 274.

After initial finishing, the polyester overlay may require grinding of rough areas as determined by the Engineer. The grinding shall be done in a manner that will not damage the existing bridge deck. Rotary milling machines are not allowed.

The Contractor shall demonstrate to the satisfaction of the Engineer that the method and equipment for grinding the polyester overlay are adequate for the intended purpose and will provide satisfactory results. The removal shall not commence until the Contractor receives the Engineer's approval of the grinding equipment.

The bridge deck areas specified by the Engineer to receive grinding shall be ground in a longitudinal direction. The grinding equipment shall use diamond tipped saw blades mounted on a power driven, self-propelled machine that is specifically designed to texture concrete surfaces. The grinding equipment shall have a blade spacing to provide grooves that are between 0.10 and 0.15 inches wide. The land area between the grooves shall be approximately 0.125 inches.

The Contractor shall contain, collect, and dispose of all concrete debris generated by the grinding operation in accordance with Item 2 of the polyester concrete submittal in Section 6-09.3(2) as supplemented in these Special Provisions.

Prior to opening the overlay area to vehicular traffic the finished overlay shall be power swept to remove excess loose aggregate and abrasive sand. The Contractor

1 shall demonstrate to the satisfaction of the Engineer that the power broom equipment  
2 will not damage the finished overlay. Any damage to the finished overlay caused by  
3 the power broom shall be repaired at no additional expense to the Contracting  
4 Agency.  
5

### 6 ***Curing Concrete Overlay***

7  
8 Section 6-09.3(13) is supplemented with the following:  
9

10 (\*\*\*\*\*)

#### 11 **Curing Polyester Concrete**

12 Traffic and equipment shall not be permitted on the polyester overlay for at least four  
13 hours and until the polyester overlay has reached a minimum compressive strength  
14 of 3,000 psi as verified by the rebound number determined in accordance with ASTM  
15 C 805.  
16

17 Areas in the polyester concrete that do not totally cure, or that fail to attain the  
18 minimum compressive strength specified above, shall be removed and replaced with  
19 new polyester concrete material by the Contractor, at no additional expense to the  
20 Contracting Agency.  
21

### 22 ***Checking For Bond***

23  
24 Section 6-09.3(14) is supplemented with the following:  
25

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

#### 27 **Checking Polyester Concrete For Bond**

28 After the requirements for curing have been met, the entire overlaid surface shall be  
29 sounded by the Contractor, in a manner approved by and in the presence of the  
30 Engineer, to ensure total bond of the concrete to the bridge deck. Polyester concrete  
31 in unbonded areas shall be removed and replaced with polyester concrete by the  
32 Contractor, at no additional expense to the Contracting Agency.  
33

34 All cracks, except those that are significant enough to require removal as determined  
35 by the Engineer, shall be thoroughly filled and sealed with HMWM resin. Cracks 1/16  
36 inch and greater in width shall receive two applications of HMWM resin. Immediately  
37 following the application of HMWM resin, the wetted surface shall be coated with  
38 sand for abrasive finish.  
39

### 40 **Measurement**

41  
42 Section 6-09.4 is supplemented with the following:  
43

44 (\*\*\*\*\*)

45 Polyester concrete overlay will be measured by the square yard of overlay surface  
46 actually placed, finished, and cured.  
47

### 48 **Payment**

49  
50 Section 6-09.5 is supplemented with the following:  
51



1 (\*\*\*\*\*)

2 "Polyester Concrete Trial Overlay", lump sum.

3 The lump sum contract price for "Polyester Concrete Trial Overlay" shall be full pay for  
4 performing the work as specified, including establishing a location for the trial overlay, and  
5 construction, removal, and disposal of the concrete pad and trial overlay.  
6

7  
8 (\*\*\*\*\*)

9 "Polyester Concrete Overlay", per square yard.

10 The unit contract price per square yard for "Polyester Concrete Overlay" shall be full pay  
11 for performing the work as specified, including placing, finishing, and curing the overlay,  
12 and checking for bond.  
13

14 **Division 7**  
15 **Drainage Structures, Storm Sewers, Sanitary**  
16 **Sewers, Water Mains, and Conduits**  
17

18 Section 7-06 is revised to read:  
19

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

21 Contractor shall fabricate and weld drainage structure additions for existing drainage  
22 structures according to the plans.  
23

24 **Measurement**  
25

26 Section 7-06.4 is supplemented with the following:  
27

28 (\*\*\*\*\*)

29 Fabricated Drainage Structure Additions will be measured by each placed, and finished.  
30

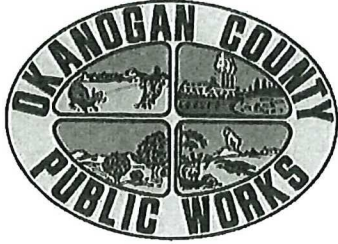
31 **Payment**  
32

33 Section 7-06.5 is supplemented with the following:  
34

35 (\*\*\*\*\*)

36 "Fabricated Drainage Structure Additions", each.  
37

38 The contract price for each "Fabricated Drainage Structure Additions" shall be full pay for  
39 performing the work as specified, including fabricating, galvanizing, and welding each  
40 drainage structure.  
41  
42  
43  
44



## CONTRACT PLANS

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FOR THE CONSTRUCTION OF:

# CRP No 9114-06 Twisp River Bridge Deck Repair

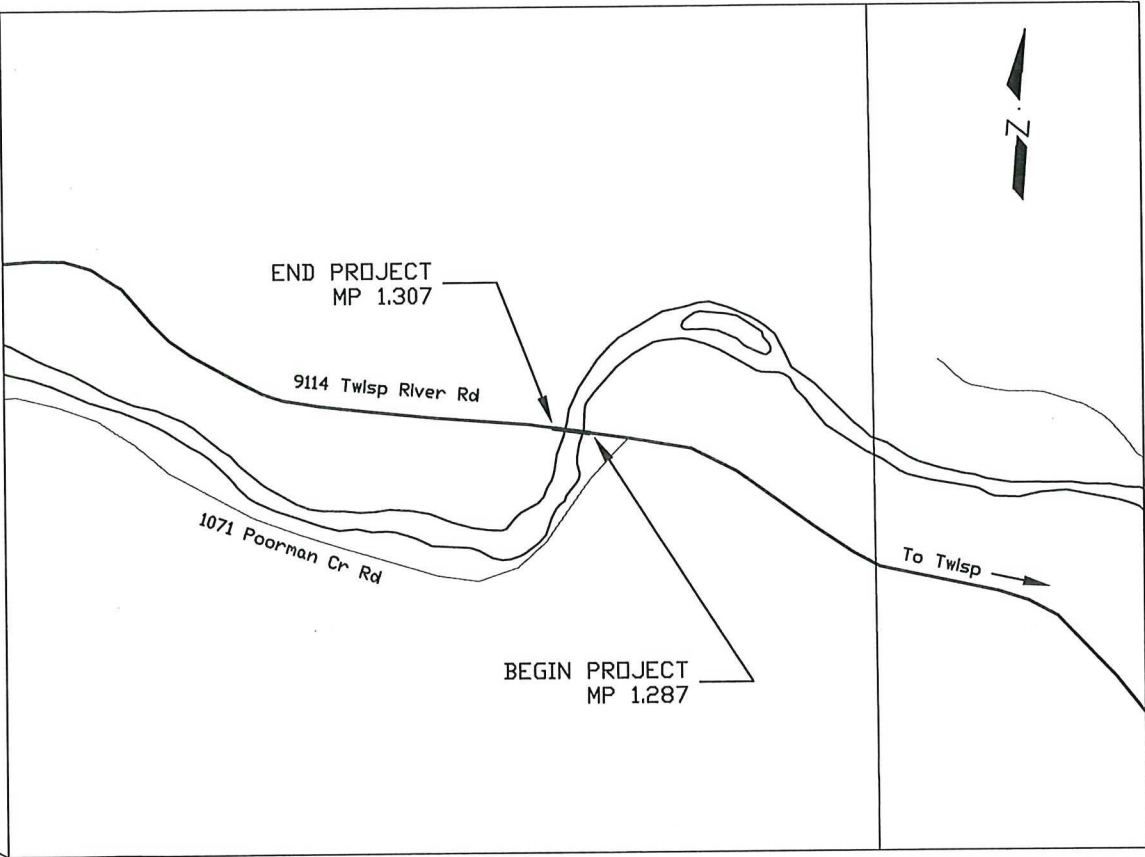
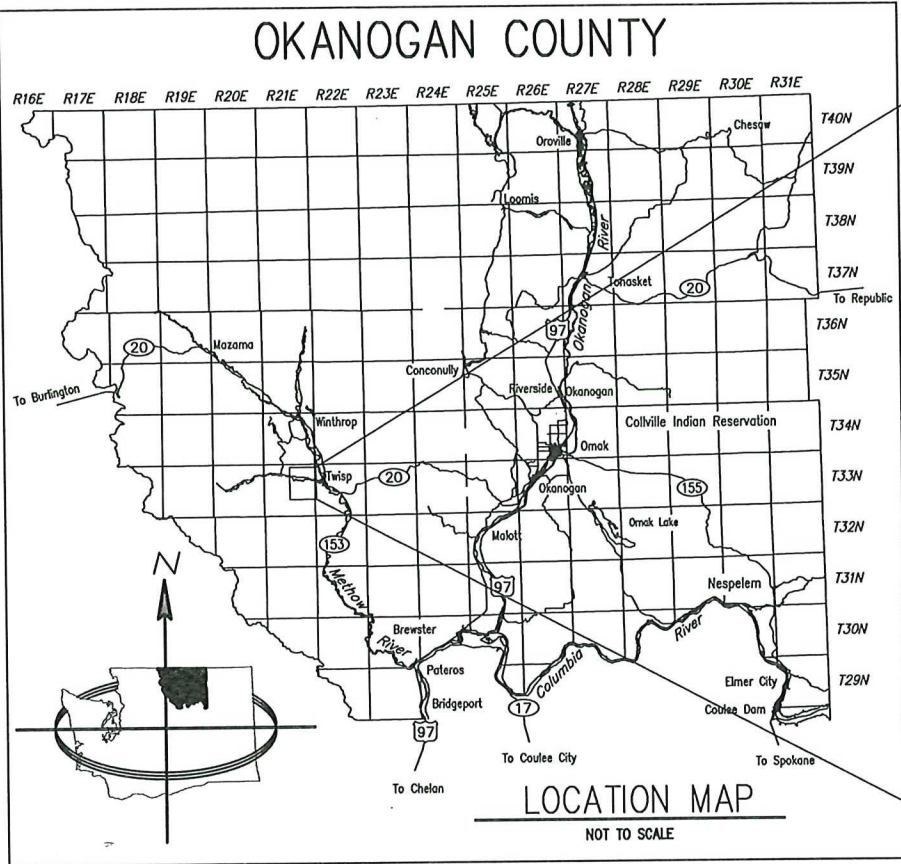
Federal Aid Project No. BHS- A240(002)  
Contract No. TA-7223

**March 2023**

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





SHEET INDEX

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Traffic Control Plan	7

Designed by: J.L.T. Date: 10/2022  
Drawn by: L.H.S. Date: 10/2022  
Checked by: J.L.T. Date: 10/2022  
Fed. Funct. Class:  
Terrain Type:  
Design Year: 2022  
Design Year ADT: 585  
Design Speed: 40

Fed. Aid Proj. No. BHS-A240(002)  
Contract No. TA-7223  
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. 9114-06  
Twisp River Bridge Deck Repair

VICINITY MAP & SHEET INDEX

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of  
7

SUMMARY OF QUANTITIES

CRP No. 9114-06, Twisp River Bridge Deck Repair. M.P. 1.287 to 1.307

ITEM NO.	STANDARD ITEM NO.	TOTAL PLAN QUANTITY	UNIT	ITEM	FINAL QUANTITY (AS BUILT)	R.A.P. PROJ. NO.	FED AID PROJ. NO.
							BHS-A240(002)
SECTION 1 PREPERATION							
1	0001	1	LS.	Mobilization			
SECTION 2 GRADING							
2	0310	100	C.Y.	Roadway Excavation Incl Haul			
SECTION 8 STRUCTURE							
3	4236	1	L.S.	Polyester Concrete Trial Overlay			
4	-----	312	S.Y.	Polyester Concrete Overlay			
5	4444	62.2	L.F.	Expansion Joint Modification			
6	4456	312	S.Y.	Scarifying Conc. Surface			
7	-----	1	EST.	Type 1 Deck Repair			
8	-----	1	EST.	Type 2 Deck Repair			
9	4468	1	L.S.	Cleaning and Painting			
10	4469	1	L.S.	Containment of Abrasives			
11	-----	6	EACH	Fabricated Drainage Structure Additions			
SECTION 9 SURFACING							
12	5100	140	TON	Crushed Surface Base Course			
SECTION 14 HOT MIX ASPHALT							
13	5767	52	TON	HMA Class 1/2 in PG 64-28			
14	5830	-1	CALC.	Job Mix Compliance Price Adjustment			
15	5835	-1	CALC.	Compaction Price Adjustment			
SECTION 17 EROSION CONTROL AND ROADSIDE PLANTING							
16	6403	25	DAY	ESC Lead			
17	6488	1	L.S.	Erosion Control and Water Pollution Prevention			
18	6806	624	L.F.	Paint Line			
19	6895	208	L.F.	Temporary Pavement Marking - Short Duration			
20	6971	1	L.S.	Project Temporary Traffic Control			
21	6974	1	L.S.	Traffic Control Supervisor			
22	6980	480	HR	Flaggers			
SECTION 19 OTHER ITEMS							
23	7018	50	MGAL	Water			
24	7038	1	L.S.	Roadway Surveying			
25	7728	-1	CALC.	Minor Change			
26	7732	-1	CALC.	Aggregate Compliance Price Adjustment			
27	7736	1	L.S.	SPCC Plan			

Designed by: J.L.T Date:10/2022  
Drawn by: L.H.S Date:10/2022  
Checked by: J.L.T Date:10/2022  
Fed. Funct. Class:  
Terrain Type:  
Design Year:  
Design Year ADT:  
Design Speed:

Fed. Aid Proj. No. BHS-A240(002)  
Contract No. TA-7223  
R.A.P. Project No.



Approval Date

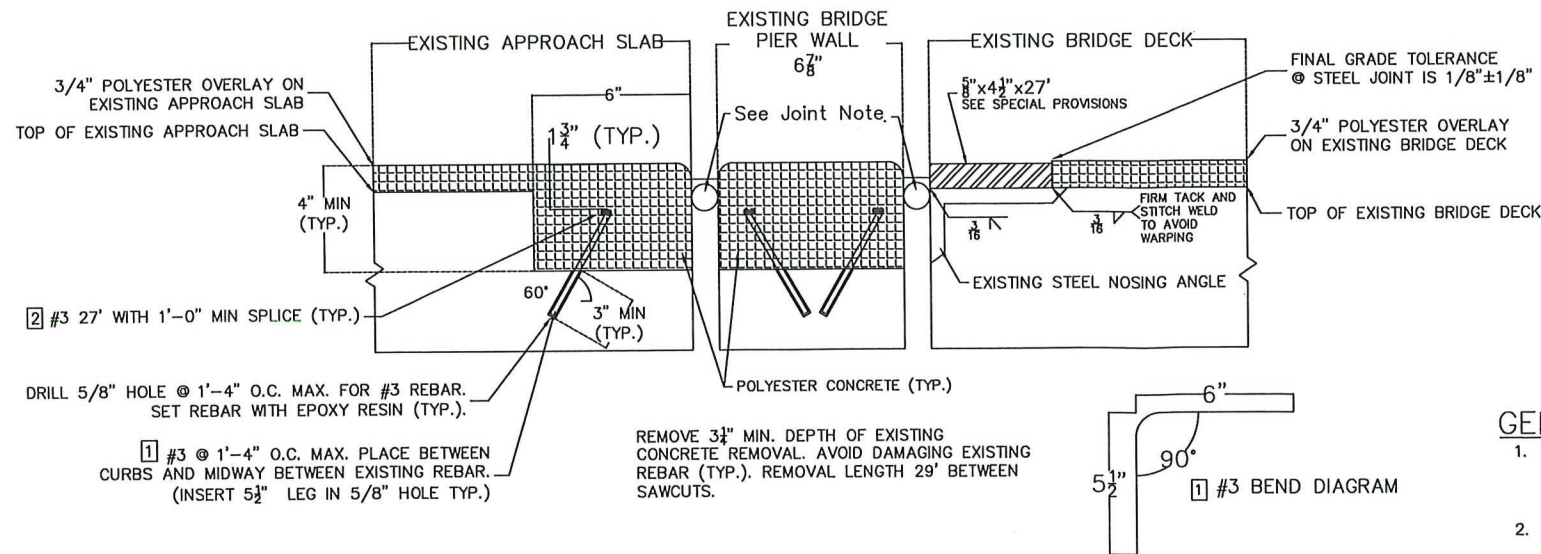


Okanogan County  
Department of Public Works  
1234-A 2nd Ave. S. 509-422-7300  
Okanogan, Washington 98840

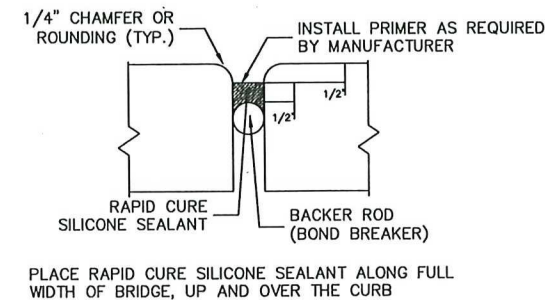
CRP No. 9114-06  
Twisp River Bridge Deck Repair  
SUMMARY OF QUANTITIES

SHEET  
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of  
7





### JOINT NOTE.

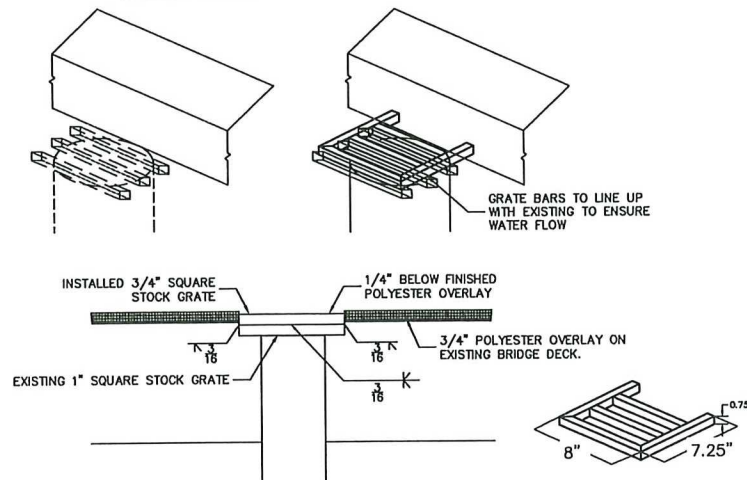


### GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION DATED 2023 AND AMENDMENTS.
2. THE DIMENSIONS SHOWN ON THE PLANS ARE BASED ON ORIGINAL DESIGN DRAWINGS. ALL RELEVANT DETAILS AND DIMENSIONS SHALL BE FIELD MEASURED AND VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS AND PROCEEDING WITH CONSTRUCTION.
3. ALL EXPOSED STEEL SURFACES ON EXPANSION JOINTS AND DRAINAGE STRUCTURES AND SHALL BE GALVANIZED.
4. CONCRETE REPAIR MATERIAL PER STANDARD SPECIFICATION 6-09.3

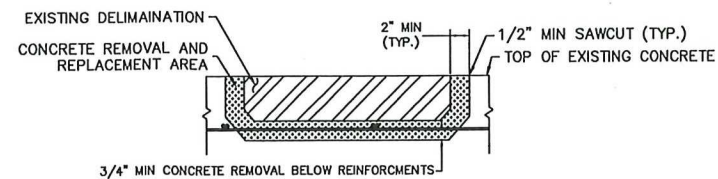
### FABRICATE DRAINAGE STRUCTURE ADDITION

SEE SPECIAL PROVISIONS

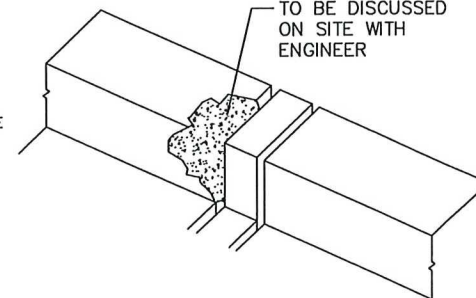


### TYPE 2 DECK REPAIR

NEW OVERLAY NOT SHOWN FOR CLARITY



TYPE 2 DECK REPAIR LOCATIONS TO BE DISCUSSED ON SITE WITH ENGINEER



Designed by: J.L.T. Date: 10/2022  
 Drawn by: L.H.S. Date: 10/2022  
 Checked by: J.L.T. Date: 10/2022  
 Fed. Funct. Class:  
 Terrain Type:  
 Design Year: 2022  
 Design Year ADT:  
 Design Speed: 40

Fed. Aid Proj. No. BHS-A240(002)  
 Contract No. TA-7223  
 R.A.P. Project No.



Approved Date



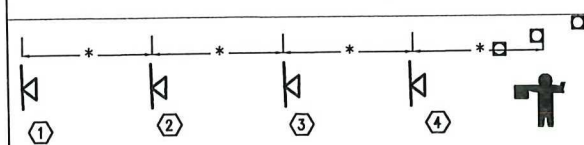
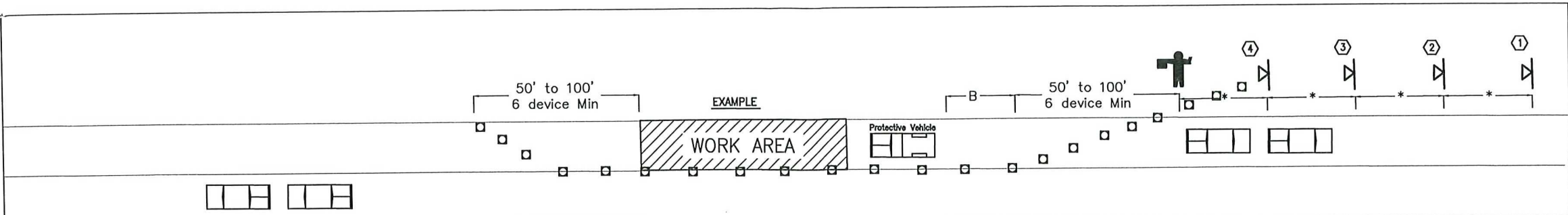
Okanogan County  
 Department of Public Works

1234-A 2nd Ave. S. 509-422-7300  
 Okanogan, Washington 98840

CRP No. 9114-06  
 Twisp River Bridge Deck Repair

REHABILITATION NOTES

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**LEGEND**

CONSTRUCTION SIGN CLASS A

CONSTRUCTION SIGN CLASS B

CHANNELIZING DEVICES

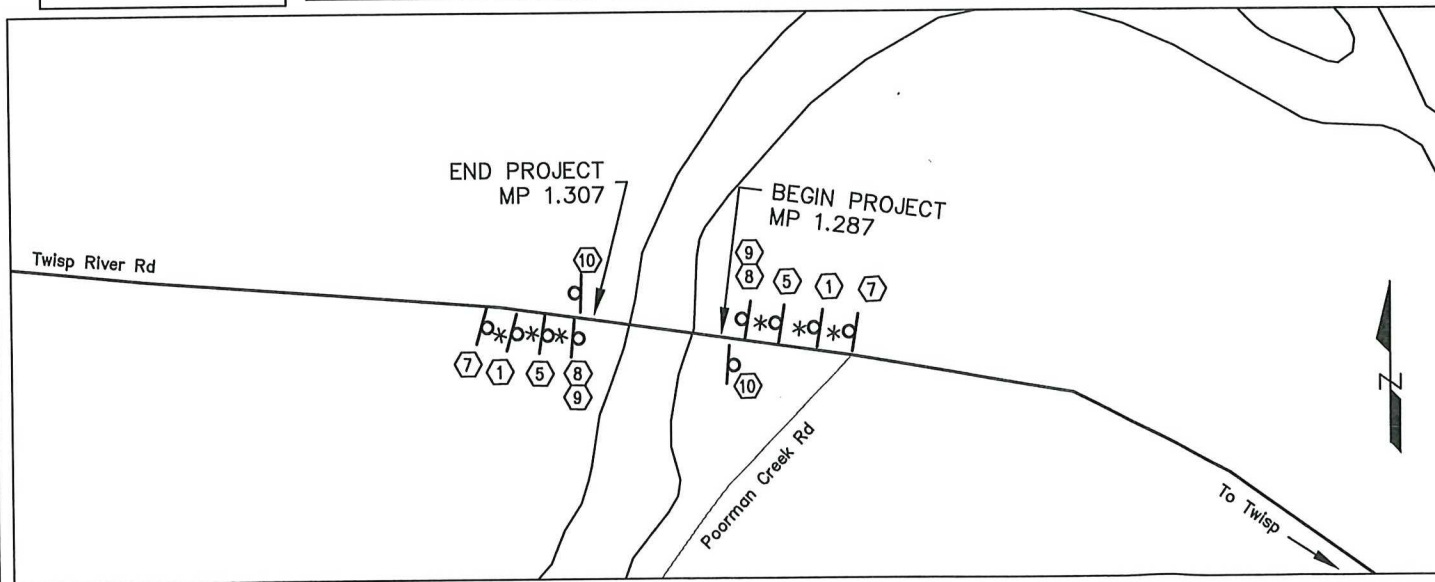
FLAGGER

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

Longitudinal Buffer Space = B (FT)						
Speed (MPH)	25	30	35	40	45	50
Length (FT)	155	200	250	305	360	425

#### 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. The above 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. Flagger position, signs, and channelization devices are not to scale.



W20-1 1	W20-4 2	W20-7B 3	W20-7A 4	W21-1701 5
84"				
				18"
G28-101 7	W13-1 8	W8-8 9	G20-2a 10	

Designed by: J.L.T Date:10/2022  
 Drawn by: L.H.S Date:10/2022  
 Checked by: J.L.T Date:10/2022  
 Fed. Funct. Class:  
 Terrain Type:  
 Design Year:2022  
 Design Year ADT: 585

Fed. Aid Proj. No. BHS-A240(002)  
 Contract No. TA-7223  
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Approval Date



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

CRP No. 9114-06  
 Twisp River Bridge Deck Repair  
 TRAFFIC CONTROL PLAN

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