

OKANOGAN COUNTY COMMISSIONERS

RESOLUTION 61 - 2024

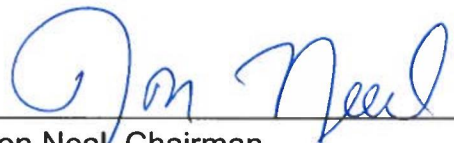
**OKANOGAN COUNTY ROAD PROJECT 9425-26 LOOMIS-OROVILLE ROAD
DRAINAGE PLANS, PROVISIONS AND SPECIFICATIONS APPROVAL**

WHEREAS, Okanogan County Resolution No. 77-2023 adopted July 11, 2023 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 16th day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**



Jon Neal, Chairman



Andy Hover, Vice Chairman

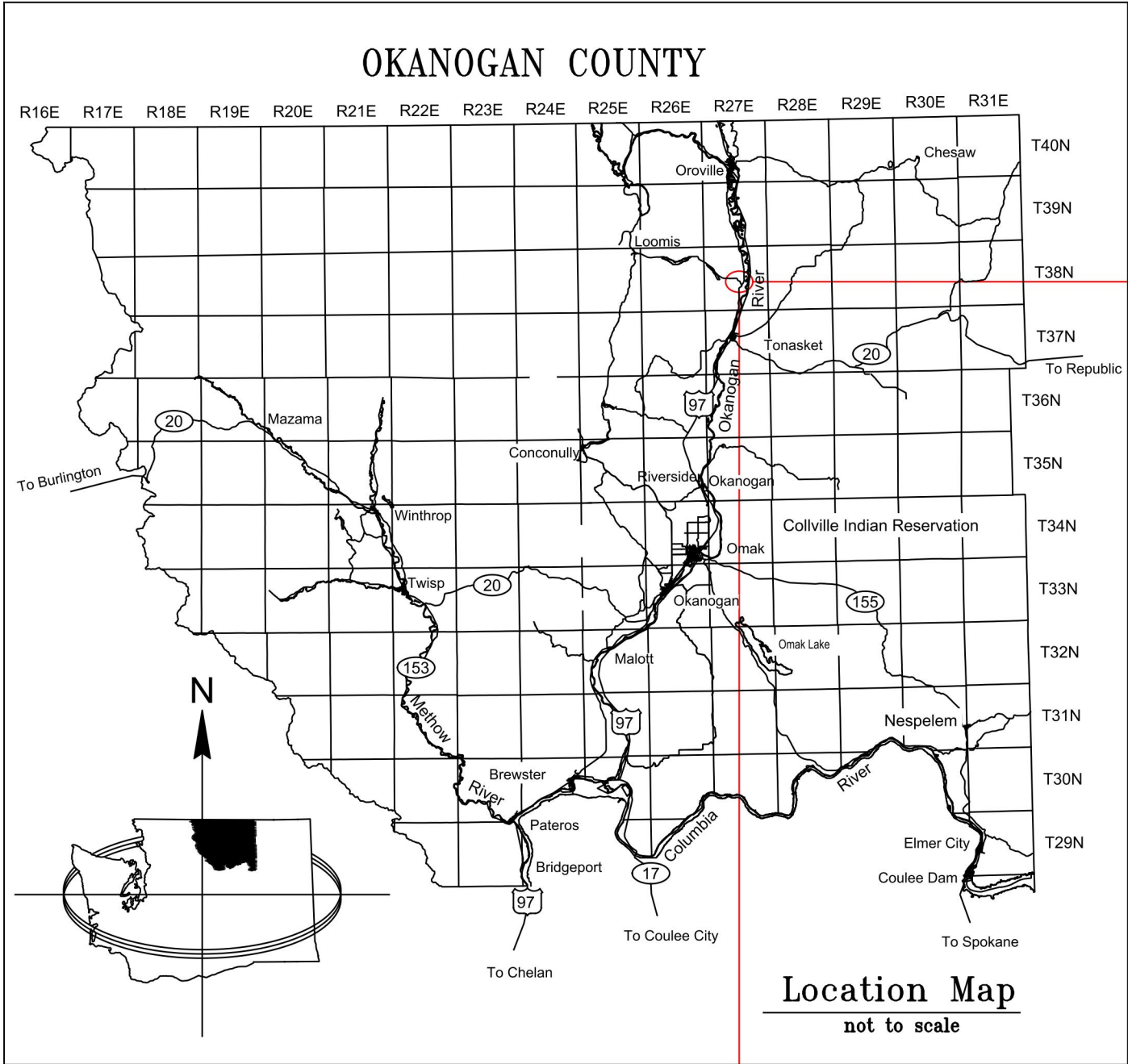


Chris Branch, Member

ATTEST:




Laleña Johns, Clerk of the Board



- 1 TITLE SHEET
- 2 VICINITY MAP & SHEET INDEX
- 3 SUMMARY OF QUANTITIES
- 4 TYPICAL SECTIONS
- 5-7 PLAN & PROFILE VIEWS
- 8 TEMPORARY ROADWAY DETOUR
- 9-10 TRAFFIC CONTROL PLANS

CONTROL POINTS			
POINT	NORTHING	EASTING	ELEVATION
CP1	654370.19	1978568.06	1205.74
CP2	654158.40	1979448.65	1145.60
CP3	653314.25	1980414.20	1069.21
CP4	651152.23	1981734.58	954.03



<table><tr><td>Designed by: LS</td><td>Date: 1/2024</td></tr><tr><td>Drawn by: LS</td><td>Date: 1/2024</td></tr><tr><td>Checked by: JT</td><td>Date: 1/2024</td></tr><tr><td>Fed. Funct. Class: NA</td><td></td></tr><tr><td>Terrain Type: NA</td><td></td></tr><tr><td>Design Year: 2024</td><td></td></tr><tr><td>Design Year ADT.: NA</td><td></td></tr><tr><td>Design Speed: NA</td><td></td></tr></table>	Designed by: LS	Date: 1/2024	Drawn by: LS	Date: 1/2024	Checked by: JT	Date: 1/2024	Fed. Funct. Class: NA		Terrain Type: NA		Design Year: 2024		Design Year ADT.: NA		Design Speed: NA		<table><tr><td>Fed. Aid Proj. No.</td><td>NA</td></tr><tr><td>Contract No.</td><td>NA</td></tr><tr><td>R.A.P. Project No.</td><td>2421-01</td></tr></table>	Fed. Aid Proj. No.	NA	Contract No.	NA	R.A.P. Project No.	2421-01	<div><div>Approval Date</div></div> <div></div>	<div>Okanogan County Department of Public Works 1234-A 2nd Ave. S. 509-422-7300 Okanogan, Washington 98840</div>	<table><tr><td>CRP NO. 9425-26 LOOMIS OROVILLE RD DRAINAGE</td><td rowspan="2">SCALE </td><td rowspan="2">SHEET 2 of 10</td></tr><tr><td>VICINITY MAP & SHEET INDEX</td></tr></table>	CRP NO. 9425-26 LOOMIS OROVILLE RD DRAINAGE	SCALE 	SHEET 2 of 10	VICINITY MAP & SHEET INDEX
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VICINITY MAP & SHEET INDEX																														

SUMMARY OF QUANTITIES

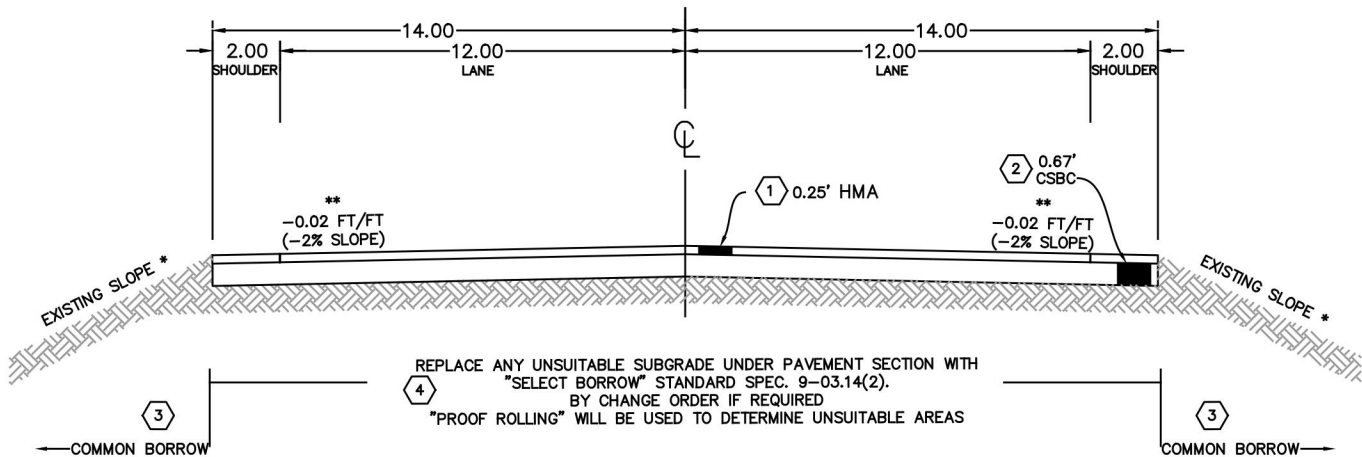
CRP NO. 9425-26 LOOMIS OROVILLE RD DRAINAGE MP. 0.28 TO 0.66

ITEM NO.	STD ITEM NO.	PLAN QUANTITY	UNIT	ITEM	UNIT PRICE	ITEM TOTAL
				<u>SECTION 1 PREPERATION</u>		
1	0001	1	L.S.	Mobilization		
2	0035	1	L.S.	Clearing and Grubbing		
				<u>SECTION 2 GRADING</u>		
3	0310	40	C.Y.	Roadway Excavation Incl Haul		
				<u>SECTION 4 DRAINAGE</u>		
4	0886	38	C.Y.	Streambed Cobbles 6 IN.		
5	0888	20	C.Y.	Streambed Cobbles 10 IN.		
6	0907	75	EACH	Streambed Boulder Two Man		
7	1040	176	C.Y.	Channel Excavation Incl Haul		
8	1074	35	C.Y.	Light Loose Riprap		
9	1095	125	C.Y.	Streambed Sediment		
10	(----	120	L.F.	ST. STR. Plate Pipe Arch 12 Guage 112IN. Span		
11	(----	55	L.F.	ST. STR. Plate Pipe Arch 12 Guage 142IN. Span		
12	3075	1	L.S.	Temporary Stream Diversion		
				<u>SECTION 9 SURFACING</u>		
13	5100	215	TON	Crushed Surfacing Base Course		
				<u>SECTION 14 HOT MIX ASPHALT</u>		
14	5767	86	TON	HMA Class 1/2 in PG 64-28		
15	5830	-1	CALC	Job Mix Compliance Pipe Adjustment		
16	5835	-1	CALC	Compaction Price Adjustment		
				<u>SECTION 17 EROSION CONTROL AND ROADSIDE PLANTING</u>		
17	6403	25	DAY	ESC Lead		
18	6414	1	ACRE	Seeding, Fertilizing, and Mulching		
19	6488	1	L.S.	Erosion Control and Water Pollution Prevention		
20	6550	60	EACH	Plant Selection		
				<u>SECTION 18 TRAFFIC</u>		
21	6727	180	L.F.	Extruded Curb		
22	6780	232	L.F.	Removing and Resetting Beam Guardrail		
23	6806	555	L.F.	Paint Line		
24	6971	1	L.S.	Project Temporary Traffic Control		
25	6974	1	L.S.	Traffic control Supervisor		
26	6980	400	HR	Flaggers		
				<u>SECTION 19 OTHER ITEMS</u>		
27	7006	1103	C.Y.	Structure Excavation Class B Inc. Haul.		
28	7008	1702	S.F.	Shoring or Extra Excavation Class B		
29	7017	160	C.Y.	Gravel Backfill For Pipe Zone Bedding		
30	7018	10	MGAL	Water		
31	7038	1	L.S.	Roadway Surveying		
32	7490	1	L.S.	Trimming and Cleanup		
33	7728	-1	CALC	Minor Change		
34	7732	-1	CALC	Aggregate Compliance Price Adjustment		
35	7736	1	L.S.	SPCC Plan		
36	(----	1	L.S.	Temporary Roadway Detour		

Designed by: LS Date: 1/2024		<div>Fed. Aid Proj. No. NA</div> <div>Contract No. NA</div> <div>R.A.P. Project No. 2421-01</div>	<div></div> <div>Approval Date _____</div>	<div></div> <div>Okanogan County Department of Public Works</div> <div>1234-A 2nd Ave. S. 509-422-7300 Okanogan, Washington 98840</div>	CRP NO. 9425-26 LOOMIS OROVILLE RD DRAINAGE		SCALE	SHEET 3 of 10
Drawn by: LS Date: 1/2024					SUMMARY OF QUANTITIES			
Checked by: JT Date: 1/2024								
Fed. Funct. Class: NA								
Terrain Type: NA								
Design Year: 2024								
Design Year ADT.: NA								
Design Speed: NA								

TYPICAL ROADWAY SECTIONS

SAWCUT
STA. 10+25 TO STA. 10+75
STA. 18+90 TO STA. 19+50
STA. 27+15 TO STA. 27+65



REPLACE ANY UNSUITABLE SUBGRADE UNDER PAVEMENT SECTION WITH "SELECT BORROW" STANDARD SPEC. 9-03.14(2). BY CHANGE ORDER IF REQUIRED "PROOF ROLLING" WILL BE USED TO DETERMINE UNSUITABLE AREAS

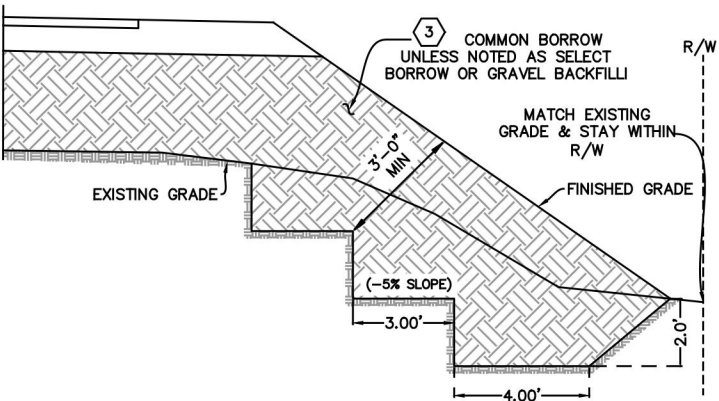
PAINT NOTE

ALL SECTIONS
FOG LINE 12' OFFSET DOUBLE YELLOW

HILLSIDE TERRACE

STANDARD SPEC 2-03.3(14)

FOR EMBANKMENTS TALLER THAN 3', TERRACE EXISTING SLOPE. EACH TERRACE SHALL PENETRATE SLOPE AT LEAST 3' HORIZONTAL AND SHALL BE BETWEEN 1' AND 5' IN HEIGHT. THE TERRACE SHALL SLOPE OUTWARDS TO DRAIN, NOT TO EXCEED 5%.



LEGEND

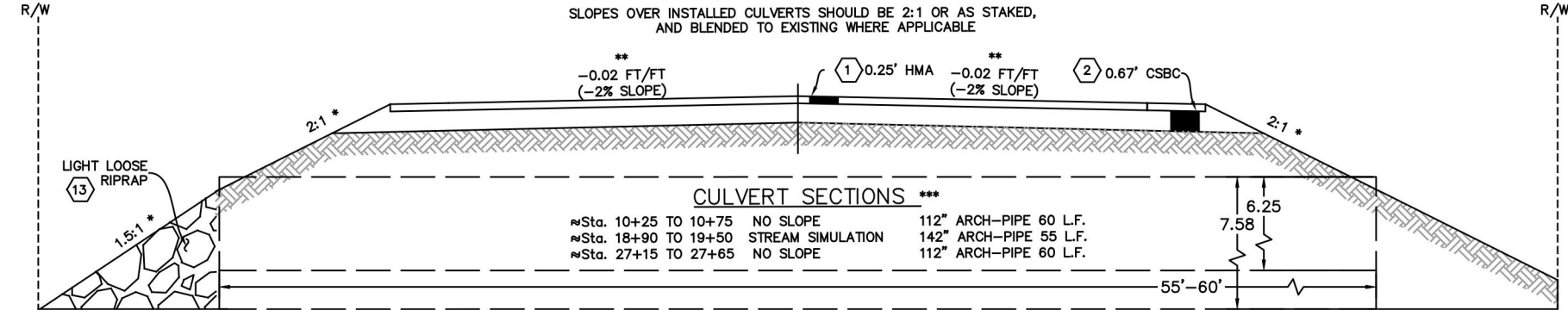
* Or as staked by engineer
** See plan sheets for superelevation

*** Culvert angle and position specified on plan sheets

- 1 H.M.A. Class 1 PG 64-28 Std. Spec.5-04.3
- 2 Crushed Surfacing Base Course (max. 0.35' per lift) Std. Spec.4-04.3 (4)
- 3 Common Borrow, may use approved Roadway Excavation Std. Spec.9-03.14 (3)
- 4 Select Borrow, use by Change Order If required Std. Spec.9-03.14 (2)
- 5 Type 1 (8' post) bring blocks and posts to replace anything damaged upon removal
- 6 Extruded Curb Type 5 (Std. Plan F-10.42-00)
- 7 Protect In Place Existing Catch Basins
- 8 (25%) Streambed Sediment Std. Spec. 9-03.11 (1)
- 9 Pipe Zone Backfill Std. Spec. 7-08.3 (3)
- 10 Gravel Backfill For Pipe Zone Bedding Std. Spec. 9.03.12 (3)
- 11 Streambed Boulders (type 2&3) Placed as directed by the engineer. Std. Spec. 9-03.11 (3)
- 12 (50% 6", 25% 10") Streambed Cobbles Std. Spec 9.03.11(2)
- 13 Light Loose Rip-Rap Placed as directed by the engineer. Std. Spec. 9-13.1(3)

EMBANKMENT SECTIONS

SLOPES OVER INSTALLED CULVERTS SHOULD BE 2:1 OR AS STAKED, AND BLENDED TO EXISTING WHERE APPLICABLE



CULVERT SECTIONS ***

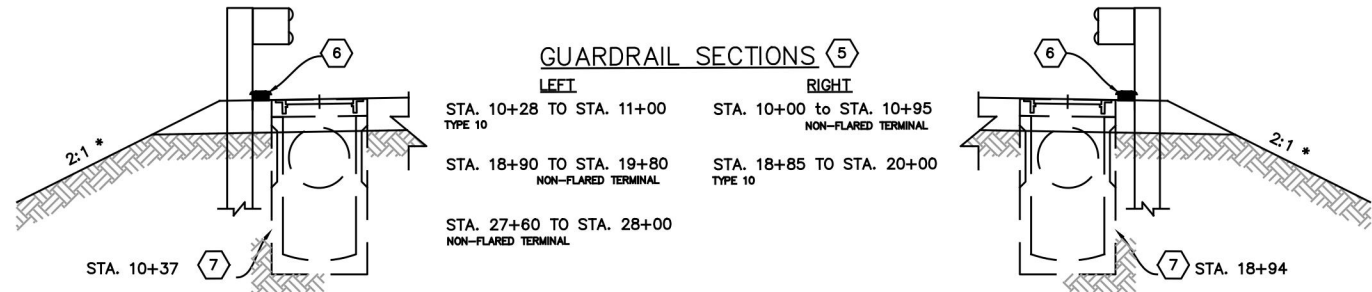
NO SLOPE 112" ARCH-PIPE 60 L.F.
STREAM SIMULATION 142" ARCH-PIPE 55 L.F.
NO SLOPE 112" ARCH-PIPE 60 L.F.

GUARDRAIL SECTIONS

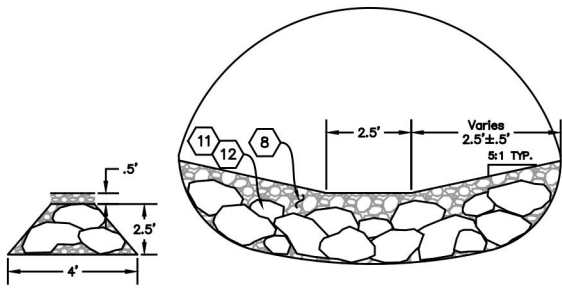
LEFT

RIGHT

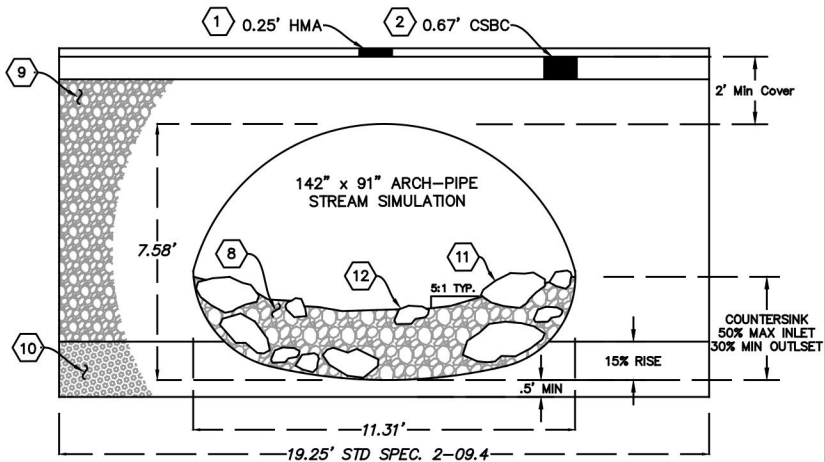
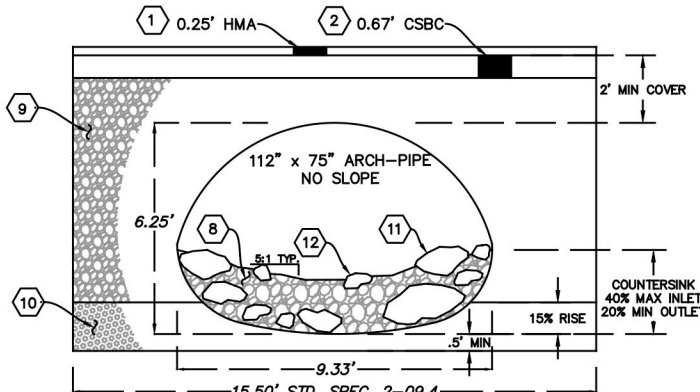
STA. 10+28 TO STA. 11+00 TYPE 10
STA. 10+00 TO STA. 10+95 NON-FLARED TERMINAL
STA. 18+90 TO STA. 19+80 NON-FLARED TERMINAL
STA. 18+85 TO STA. 20+00 TYPE 10
STA. 27+60 TO STA. 28+00 NON-FLARED TERMINAL



142" x 91" ARCH-PIPE ROCK WEIR SECTIONS



Corrugated Steel Pipe Arch: 3in. x 1in. Corrugations AASHTO M36
Std. Plan B-55.20-03



Designed by: LS Date: 1/2024
Drawn by: LS Date: 1/2024
Checked by: JT Date: 1/2024
Fed. Funct. Class: NA
Terrain Type: NA
Design Year: 2024
Design Year ADT.: NA
Design Speed: NA

Fed. Aid Proj. No. NA
Contract No. NA
R.A.P. Project No. 2421-01



Approval Date



Okanogan County
Department of Public Works

1234-A 2nd Ave. S. 509-422-7300
Okanogan, Washington 98840

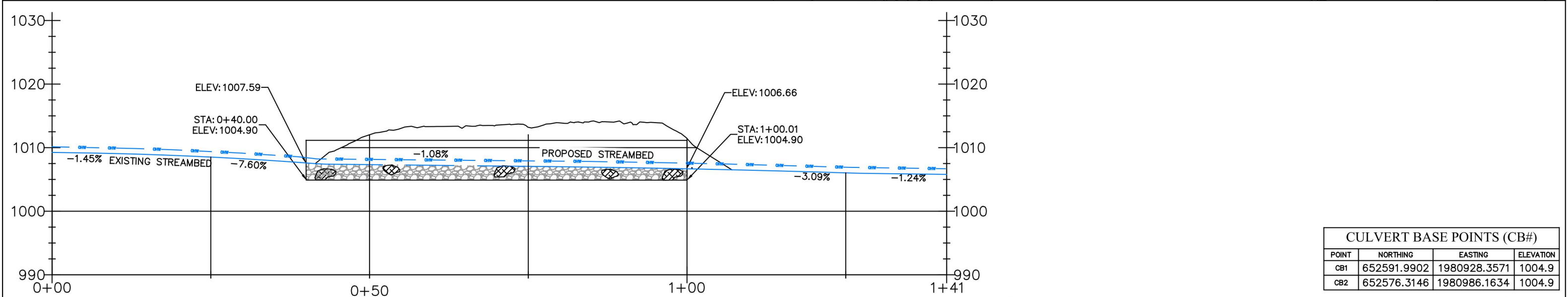
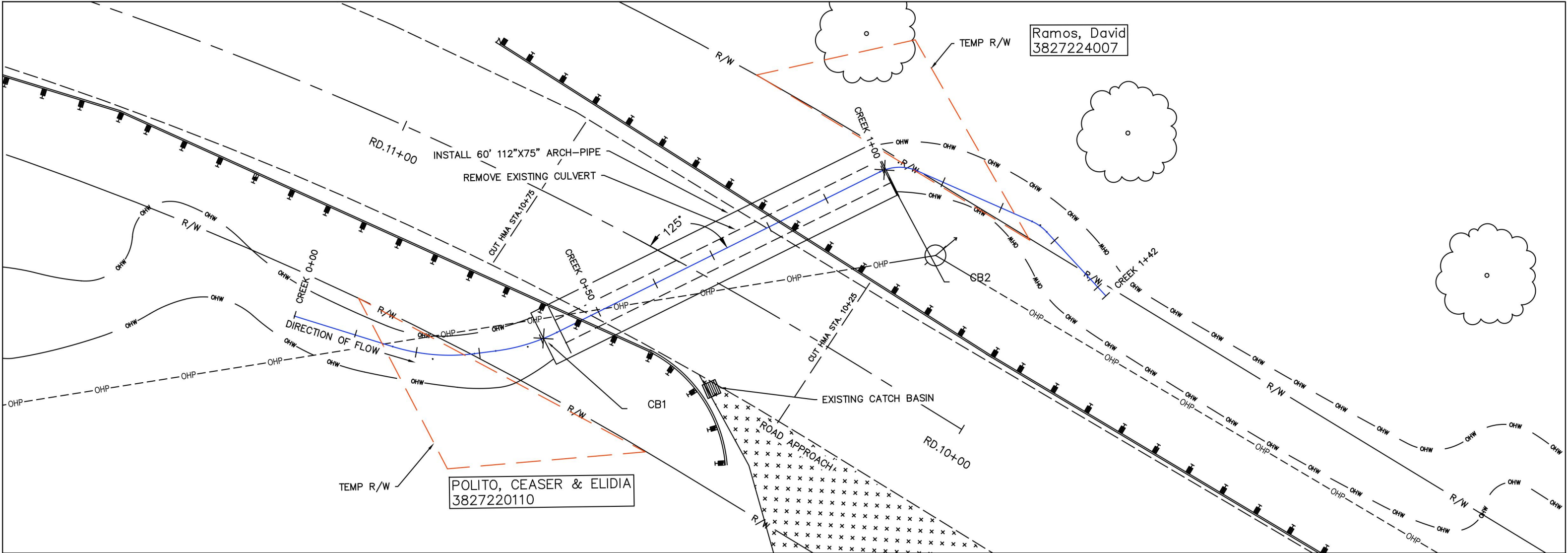
CRP NO. 9425-26
LOOMIS OROVILLE RD DRAINAGE

TYPICAL SECTION

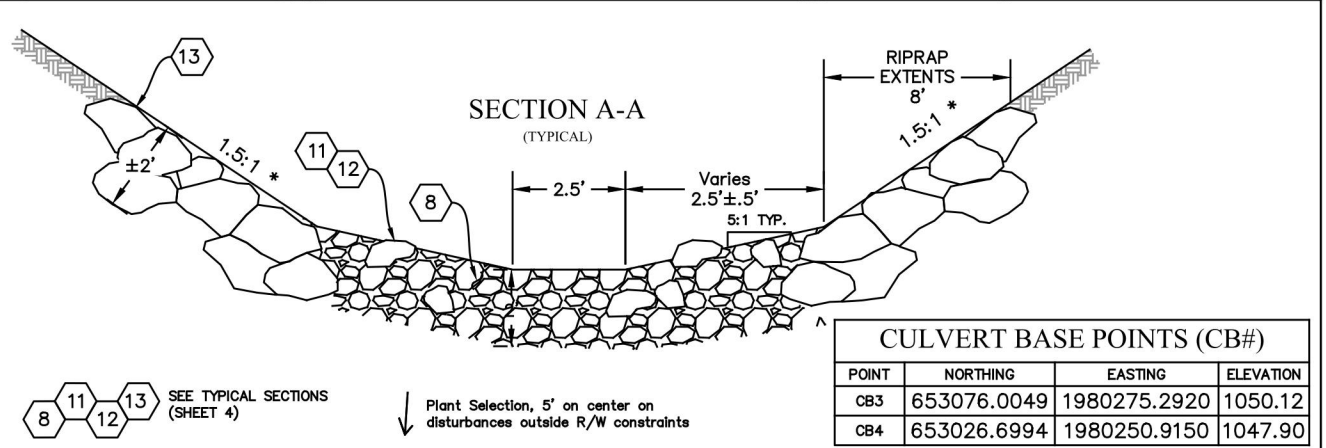
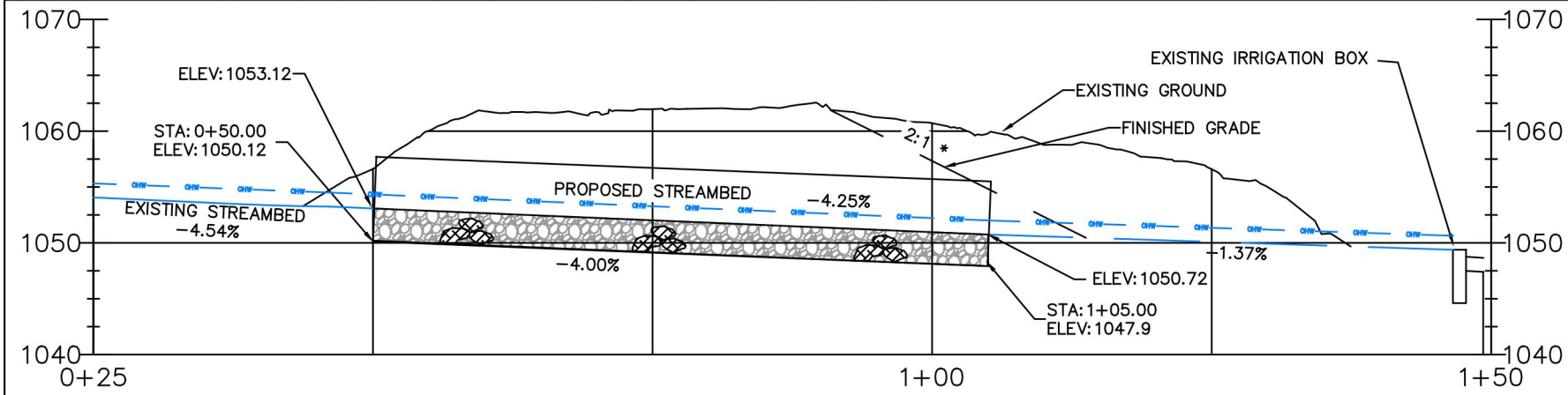
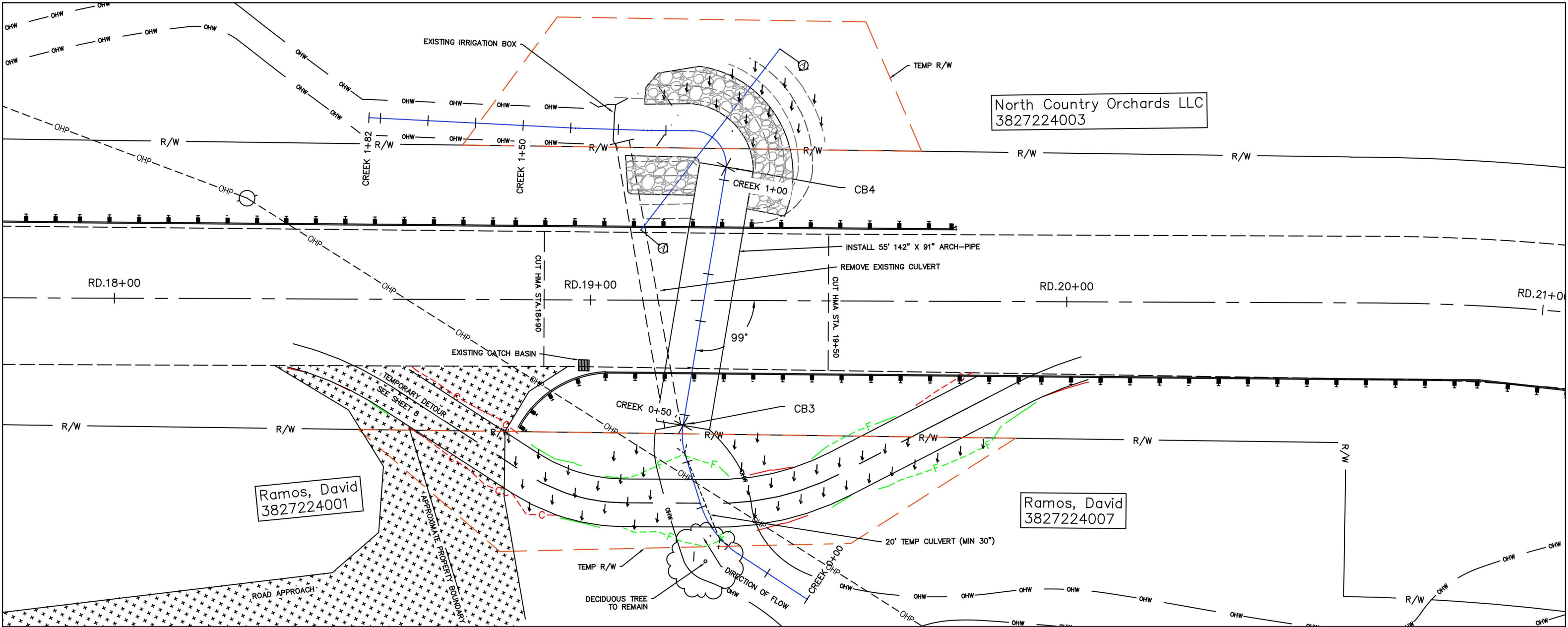
SCALE

SHEET

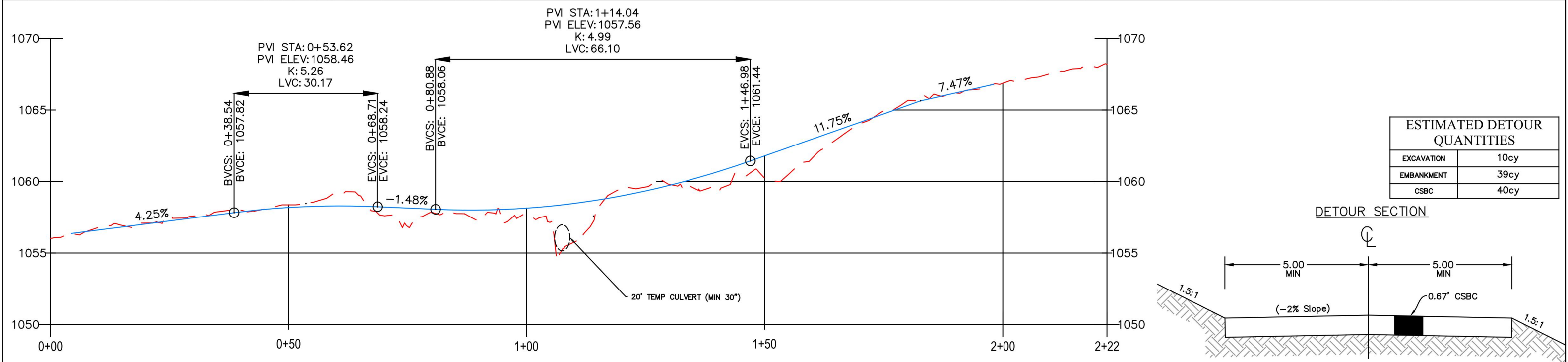
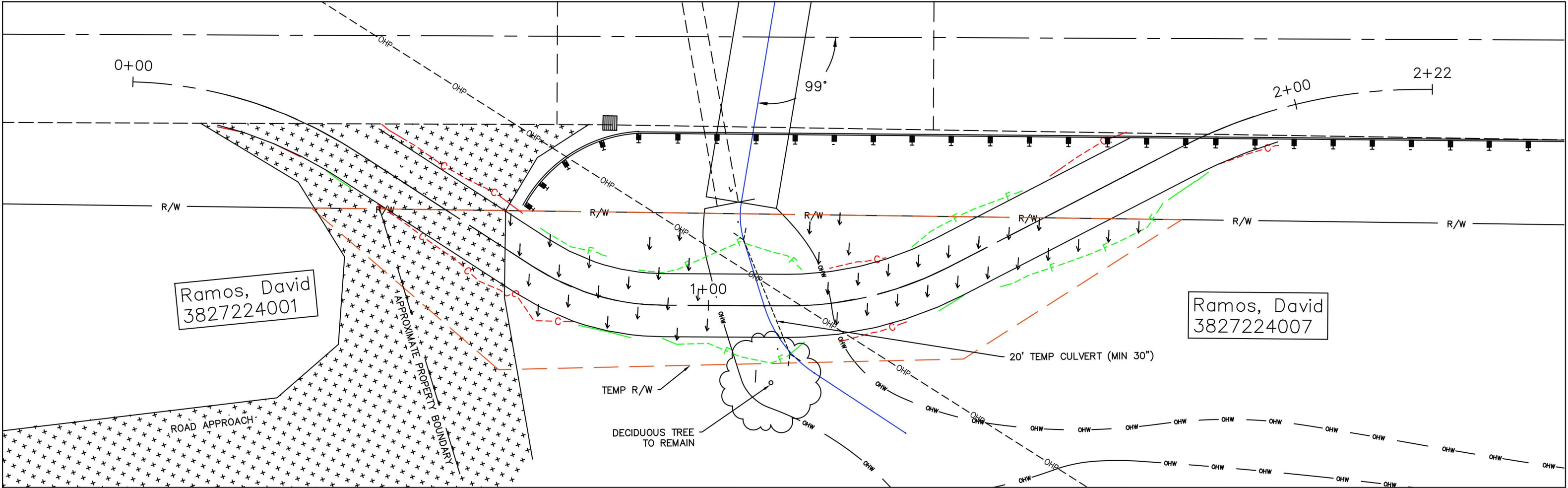
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10



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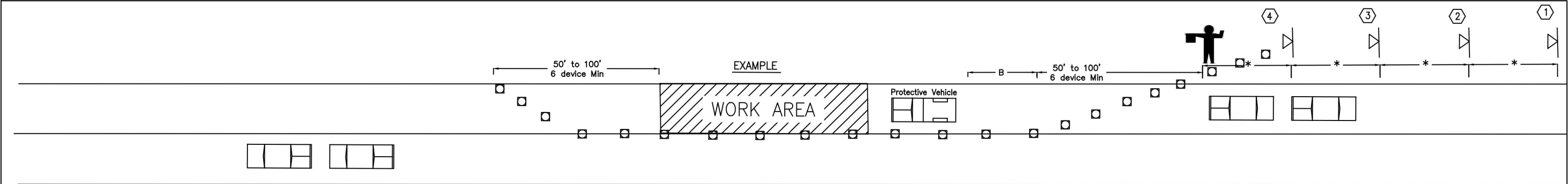


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Design Speed: NA							



ESTIMATED DETOUR QUANTITIES	
EXCAVATION	10cy
EMBANKMENT	39cy
CSBC	40cy

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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

** = 40' to 180'

LEGEND

CONSTRUCTION SIGN CLASS A

CONSTRUCTION SIGN CLASS B

CHANNELIZING DEVICES

FLAGGER

- NOTES
- DAYLIGHT TRAFFIC CONTROL PLAN
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

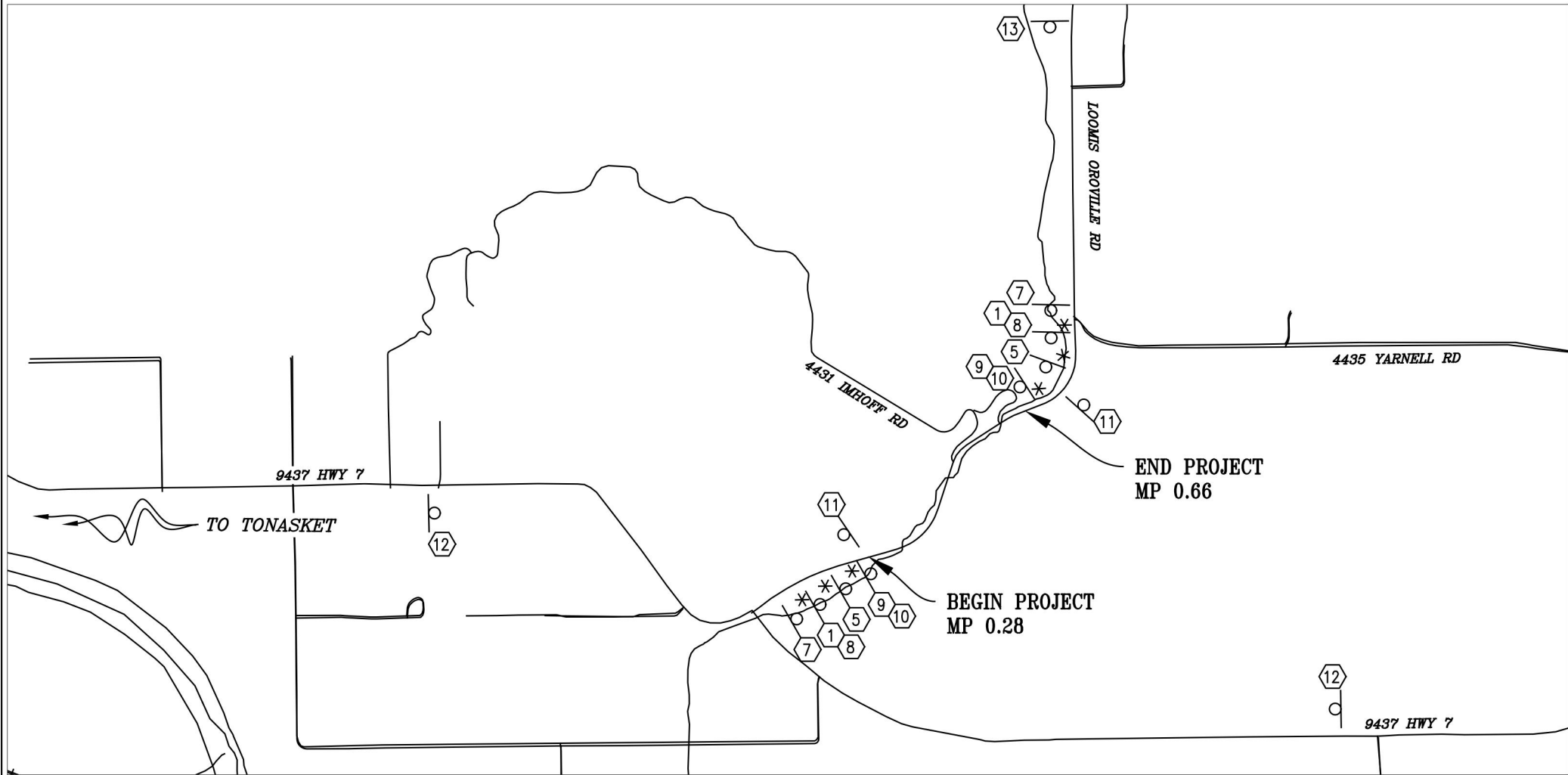
3. All diamond shaped signs shall be 48" by 48".

4. The work area shown shall be adjusted throughout the project length depending on the items being worked on.

5. Pilot car advised for work sections larger than 800'. Sign G25-101 is recommended for non-stop sign controlled approaches such as private roads and driveways. this sign is not required to be aluminum substrate and can be made of alternative materials.

6. Flagger position, signs, and channelization devices are not to scale.

7. Temporary Traffic control signals shall be used during nighttime hrs when applicable and shall meet all MUTCD requirements



ROAD WORK AHEAD

W20-1

1

ONE LANE ROAD AHEAD

W20-4

2

BE PREPARED TO STOP

W20-7B

3

W20-7A

4

MOTORCYCLES USE EXTREME CAUTION

W21-1701

5

STOP WAIT FOR PILOT CAR

G25-101 B/W

6

84"

WORK ZONE AHEAD

ROUGH ROAD

48"

G28-101

7

18"

NEXT 0.4 MI

18"

17-702

8

24"

25 MPH

24"

W13-1

9

ROUGH ROAD

W8-8

10

48"

END ROAD WORK

18"

G20-2a

11

60"

LOOMIS OROVILLE RD NORTH BOUND ROAD CONSTRUCTION 1 MILE AHEAD EXPECT DELAYS

48"

R11-3 (MOD)

12

60"

LOOMIS OROVILLE RD SOUTH BOUND ROAD CONSTRUCTION 1 MILE AHEAD EXPECT DELAYS

48"

R11-3 (MOD)

13

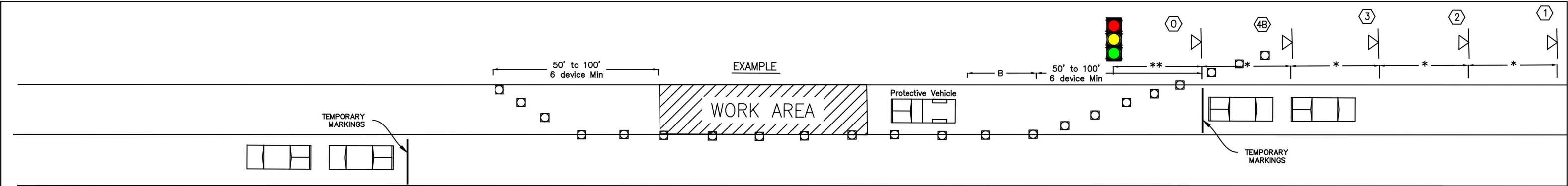
W3-3

4B

STOP HERE ON RED

R10-6

0



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

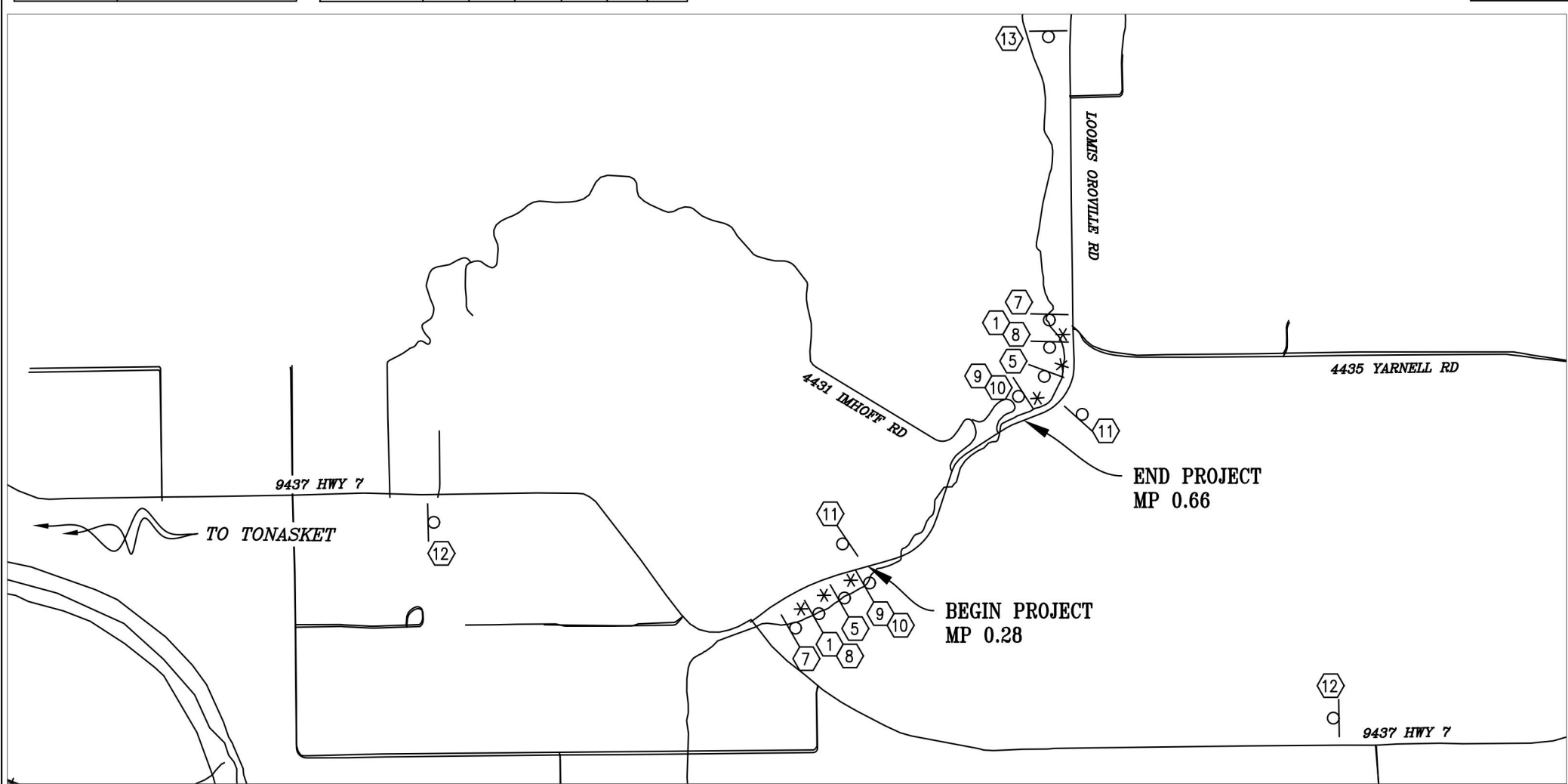
** = 40' to 180'

LEGEND

- CONSTRUCTION SIGN CLASS A
- CONSTRUCTION SIGN CLASS B
- CHANNELIZING DEVICES
- TEMPORARY TRAFFIC CONTROL SIGNALS

NOTES 24HR TRAFFIC CONTROL PLAN

- 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.
- All signs shall have orange background with black legends unless otherwise noted
- All diamond shaped signs shall be 48" by 48".
- The work area shown shall be adjusted throughout the project length depending on the items being worked on.
- Pilot car advised for work sections larger than 800'. Sign G25-101 is recommended for non-stop sign controlled approaches such as private roads and driveways. this sign is not required to be aluminum substrate and can be made of alternative materials.
- Flagger position, signs, and channelization devices are not to scale.
- Temporary Traffic control signals shall be used during nighttime hrs when applicable and shall meet all MUTCD requirements



ROAD WORK AHEAD
W20-1
1

ONE LANE ROAD AHEAD
W20-4
2

BE PREPARED TO STOP
W20-7B
3

STOP
W20-7A
4

MOTORCYCLES USE EXTREME CAUTION
W21-1701
5

STOP WAIT FOR PILOT CAR
G25-101 B/W
6

WORK ZONE AHEAD
G28-101
7

ROUGH ROAD
W7-702
8

NEXT 0.4 MI
W13-1
9

ROUGH ROAD
W8-8
10

END ROAD WORK
G20-2a
11

LOOMIS OROVILLE RD NORTH BOUND ROAD CONSTRUCTION 1 MILE AHEAD EXPECT DELAYS
R11-3 (MOD)
12

LOOMIS OROVILLE RD SOUTH BOUND ROAD CONSTRUCTION 1 MILE AHEAD EXPECT DELAYS
R11-3 (MOD)
13

STOP HERE ON RED
W3-3
4B

STOP
R10-6
0



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 04, 2024
Project End Date: April 03, 2029

Permit Number: 2024-2-39+01
FPA/Public Notice Number: N/A
Application ID: 33283

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Okanogan County Public Works ATTENTION: Anna Randall 1234-A, Second Avenue South Okanogan, WA 98840	

Project Name: Loomis-Oroville Rd. Drainage

Project Description: This project is located on OCR 9425, Loomis Oroville Rd. Whitestone Creek crosses the Loomis-Oroville Rd. 3 times within the limits of this project. This project proposes to replace these crossings with new culverts that comply with current WDFW standards. The new culverts will be larger, 9 ft. squash pipe for the 1st and 3rd, 12 ft. for the middle. Project scope will be limited to replacement of the culverts, placement of appropriate materials for bedding, inlet/outlet protection, streambed material, and minor localized paving at each culvert locations. Guardrail modifications may be necessary to accommodate the culverts. If possible, the excavation and install will be done half at a time to allow half of the road open with traffic control. If not, Temporary Construction Easements will be obtained for shoe fly detour around the construction area as a full detour route is not feasible, and for equipment outside of right of way.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project immediately and you must complete the project by April 3, 2029; provided in-water work is only allowed between July 1 and February 28 of any calendar year of the permit.
2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "90% CHECK SET CRP NO.9425-26.pdf" and "Signed JARPA.pdf" received March 14, 2024, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. **INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.
4. **RE-VEGETATION:** You must complete re-vegetation by no later than the first dormant season after completion of project construction, and you must monitor the success of the re-vegetation through the end date of this permit.

NOTIFICATION REQUIREMENTS

5. **PRE-CONSTRUCTION CONTRACTOR MEETING:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.



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(360) 902-2200

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6. PRE-, DURING, AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, one day before removing the temporary bypass and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

7. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

8. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. This Hydraulic Project Approval authorizes the construction of no more than one new temporary access roads.

11. Design and locate new temporary access roads to prevent erosion and sediment delivery to waters of the state.

12. Clearly mark boundaries to establish the limit of work associated with site access and construction.

13. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

14. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

15. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

16. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

17. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

18. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

19. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

20. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

21. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job



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site is complete.

22. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
23. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
24. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
25. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
26. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
27. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

CONSTRUCTION MATERIALS

28. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
29. Do not stockpile construction material waterward of the ordinary high water line.
30. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

IN-WATER WORK AREA ISOLATION USING BLOCK NETS

31. Isolate fish from the work area by using block nets.
32. Block net openings must be smaller than the smallest expected fish.
33. Do not install block nets at sites with heavy vegetation, large cobble or boulders, undercut banks, or deep pools unless you can secure and maintain them.
34. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility.
35. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.
36. After the first block net is secured at the upstream end, use a second block net to herd fish downstream and out of the project area.
37. Install a downstream block net if fish may reenter the work area from downstream.
38. To anchor block nets, place bags filled with clean round gravel along the bottom of the nets.
39. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.
40. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.
41. Check block nets at least three times a day for entangled fish and accumulated debris.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

42. Use a cofferdam, dike, or similar structure to exclude water from the work area.
43. Maintain water quality when installing and removing the cofferdam, dike or similar structure.
44. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary



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channel or pipe.

45. Provide fish passage during times of the year when fish are expected to migrate.
46. Sequence the work to minimize the duration of dewatering.
47. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.
48. Design the temporary bypass to minimize the length of the dewatered stream channel.
49. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
50. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.
51. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.
52. If the diversion inlet is a gravity diversion that provides fish passage, place the diversion outlet where it facilitates gradual and safe reentry of fish into the stream channel.
53. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.
54. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:
 - a) Perforated plate: 0.094 inch (maximum opening diameter);
 - b) Profile bar: 0.069 inch (maximum width opening); or
 - c) Woven wire: 0.087 inch (maximum opening in the narrow direction).The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.
55. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.
56. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.
57. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

FISH LIFE REMOVAL

58. Please submit a final "DEWATERING PLAN" and "FISH REMOVAL PLAN" prior to the pre-construction meeting.
59. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.
60. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.
61. If personnel are available, the Washington Department of Fish and Wildlife and affected tribes may help capture and move fish life from the job site.
62. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.
63. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

BANK ARMORING

64. Install the toe to protect the integrity of bank protection material.



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65. Bury the base of the structure deep enough to prevent undermining.
66. Use clean angular rock to construct the bank protection. The rock must be large enough and installed to withstand the anticipated peak flow.
67. Place bank protection or shoreline stabilization material and biodegradable filter blanket material from the bank or a barge. Dumping material onto the bank face may occur only if the toe is established and the material can be confined to the bank face.
68. Reslope the banks to a 1.5-foot vertical and 1-foot horizontal slope or less.
69. Place geotextile cloth or biodegradable filter blanket material on the bank before placing the bank protection material.

CULVERT REMOVAL AND INSTALLATION

70. Remove and install the culverts in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area. The Washington Department of Fish and Wildlife may grant exception if removing the culvert in the flowing stream reduces siltation or turbidity.
71. Establish the culvert invert elevation with reference point(s) or benchmark(s) created before to starting work on this project. Clearly mark and preserve the reference point(s) for post-project compliance. Before backfilling, confirm the invert elevation, as stated on the plans, relative to the reference points with at least a construction-grade leveling device (such as an optical auto-level or laser level).
72. Install and maintain the culvert to ensure unimpeded fish passage.
73. Countersink the no-slope culvert a minimum of twenty percent of the culvert rise at the culvert outlet downstream and a maximum of forty-percent of the culvert rise at the culvert inlet upstream.
74. Set the no slope culvert at a zero gradient although the prevailing stream gradient is 1.08 and 0.85 percent.
75. The width of the channel-bed inside the no-slope culverts at the elevation of the stream bed must be equal to or greater than the average channel bed width of 8 feet.
76. Countersink the stream simulation culvert a minimum of thirty percent and a maximum of fifty percent of the culvert rise, but not less than two feet. This criterion applies through the full length of the culvert.
77. Set the stream simulation culvert at the same gradient as the prevailing stream gradient of 4.25 percent.
78. The width of the channel-bed inside a stream simulation culvert at the elevation of the stream bed must be equal to or greater than 10.8 feet which is 1.2 times the average channel bed width plus two feet.
79. Minimize damage to the bed and banks when placing the culvert.
80. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.
81. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
82. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Place clean, rounded and well-graded (includes all size classes) material. Angular rock is not permitted within the channel or culvert.
83. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the culvert.
84. The owner(s) must maintain the culvert to ensure it provides continued, unimpeded fish passage. If the culvert becomes a hindrance to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.

DEMOBILIZATION AND CLEANUP



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85. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
86. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water.
87. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.
88. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
89. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
90. Remove non-biodegradable temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.
91. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
92. Replace native riparian zone damaged or destroyed by construction using a proven methodology.
93. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.
94. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.
95. An annual report of plant survival must be uploaded to APPS ID: 33283 in the Aquatic Protection Permitting System by December 31st of the first full year following initial planting, and by December 31st for the subsequent 2 years post planting. A field visit with WDFW staff is required to verify the 3 year, 80 percent survival was achieved for the project. To schedule a field visit, please email HPAapplications@dfw.wa.gov.

LOCATION #1:	Site Name: Loomis-Oroville Rd. Culverts , , WA					
WORK START:	April 4, 2024			WORK END:	April 3, 2029	
WRIA		Waterbody:			Tributary to:	
49 - Okanogan		Whitestone Lake Creek (rb)			Okanogan River	
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
	22	38 N	27 E	48.78035	-119.42094	Okanogan
Location #1 Driving Directions						
Heading north on SR 97, at approximate MP 321.48 turn left onto Ellisforde Bridge Rd. Travel to intersection with Highway 7 Rd., turn left and travel to intersection with Loomis-Oroville Rd. Turn right onto Loomis-Oroville Rd. to MP 0.311, beginning of project.						



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APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



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MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.



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A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Elianna.Rosenthal@dfw.wa.gov
Elianna Rosenthal 509-885-0631

A handwritten signature in black ink, appearing to read "Elianna Rosenthal".

for Director
WDFW

1 INTRODUCTION

2
3 This Contract shall be constructed in accordance with the 2024 Standard Specifications for Road,
4 Bridge, and Municipal Construction.
5

6 SPECIAL PROVISIONS

7
8 Several types of Special Provisions are included in this contract; General, Region, Bridges and
9 Structures, and Project Specific. Special Provisions types are differentiated as follows:

10

11 (date)	General Special Provision
12 (*****)	Notes a revision to a General Special Provision
	and also notes a Project Specific Special
	Provision.
15 (Regions ¹ date)	Region Special Provision

16

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

20
21 **Region Special Provisions** are commonly applicable within the designated Region. Region
22 designations are as follows:

23

24 <u>Regions¹</u>	
25 ER	Eastern Region
26 NCR	North Central Region
27 NWR	Northwest Region
28 OR	Olympic Region
29 SCR	South Central Region
30 SWR	Southwest Region
31	
32 WSF	Washington State Ferries Division

33

34 **Project Specific Special Provisions** normally appear only in the contract for which they were
35 developed.
36

37 Division 1
38 General Requirements

39
40 DESCRIPTION OF WORK

41
42 (March 13, 1995)
43

44 This Contract provides for the improvement of *** the replacement of three old deteriorated 30”
45 culverts. The new culverts are 112-142” span arch pipes. The road surface will be repaved at
46 each location and minor guardrail modifications. Location at Okanogan County Road No. 9425
47 Loomis Oroville Road from MP 0.280- MP 0.660. Work will include removal of existing 30” culverts,
48 installing new span arch pipes, temporary roadway detour, stream diversion, removing and
49 resetting guardrail, clearing & grubbing, excavation including haul, crushed surfacing base
50 course, seeding, fertilizing and mulching, project temporary traffic controls, trimming and cleanup,

*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

1 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
2 designated location".
3

4 All references to "final contract voucher certification" shall be interpreted to mean the
5 Contracting Agency form(s) by which final payment is authorized, and final completion and
6 acceptance granted.
7

8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
10 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
11 bid.
12

13 **Alternate**

14 One of two or more units of work or groups of bid items, identified separately in the Bid
15 Proposal, from which the Contracting Agency may make a choice between different
16 methods or material of construction for performing the same work.
17

18 **Business Day**

19 A business day is any day from Monday through Friday except holidays as listed in Section
20 1-08.5.
21

22 **Contract Bond**

23 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
24 form(s) are required by the Contract Documents, which may be a combination of a Payment
25 Bond and a Performance Bond.
26

27 **Contract Documents**

28 See definition for "Contract".
29

30 **Contract Time**

31 The period of time established by the terms and conditions of the Contract within which the
32 Work must be physically completed.
33

34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying the
36 Contracting Agency's acceptance of the Bid Proposal.
37

38 **Notice to Proceed**

39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
40 and directing the Contractor to proceed with the Work and establishing the date on which
41 the Contract time begins.
42

43 **Traffic**

44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
45 equestrian traffic.
46

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

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

General

Section 1-02.4(1) is supplemented with the following:

(*****)

All notes on the Contract Plans shall be included and considered as part of the Project Special Provisions

Subsurface Information

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

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

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

(January 4, 2024 APWA GSP 1-02.6, Option B)

Supplement the second paragraph with the following:

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

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

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as

part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

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

Preparation Of Proposal

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(January 4, 2024 APWA GSP, Option A)

Delete this section and replace it with the following:

DBE DOCUMENT SUBMITTAL REQUIREMENTS

General

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

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

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown (WSDOT 272-054)

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

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

T

DBE Utilization Certification (WSDOT Form 272-056)

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

DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

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

DBE Bid Item Breakdown (WSDOT form 272-0-54)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including

1 Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful
2 Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and
3 corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five
4 calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid
5 Item Breakdown that are still incorrect after the correction period will be determined to be non-
6 responsive.

7
8 The DBE Bid Item Breakdown will not be included as part of the executed Contract.
9

10 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

11 *(July 23, 2015 APWA GSP)*

12
13 Delete this section, and replace it with the following:

14
15 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw,
16 revise, or supplement it if:

- 17
- 18 1. The Bidder submits a written request signed by an authorized person and
- 19 physically delivers it to the place designated for receipt of Bid Proposals, and
- 20 2. The Contracting Agency receives the request before the time set for receipt of Bid
- 21 Proposals, and
- 22 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
- 23 Agency before the time set for receipt of Bid Proposals.
- 24

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

30
31 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded
32 by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to
33 withdraw, revise, or supplement a Bid Proposal are not acceptable.
34

35 **Public Opening of Proposals**

36
37 Section 1-02.12 is supplemented with the following:

38
39 *(*****)*

40 **Date and Time of Bid Opening**

41
42 The Board of County Commissioners of Okanogan County, will open sealed proposals after
43 **11:00:59AM Pacific Time on May 14, 2024**, at the Okanogan County Commissioners Hearing
44 Room, Okanogan County, Washington for the **CRP No. 9425-26 Loomis-Oroville Road**
45 **Drainage**.

46
47 Sealed bids are to be received by mail or hand delivered to the **Office of the Board of County**
48 **Commissioners** of Okanogan County located on the first floor of the Grainger Administration
49 Building located at 123 Fifth Ave. North, Room 150, Okanogan, Washington. Mailed proposals
50 must be received no later than the day prior to the bid opening date.
51

1 Please note that US Mail delivered the day of bid opening may not arrive in time. Bidders
2 intending to mail their bid proposals may want to arrange for their bid proposals to arrive a day
3 early. Bids delivered in person will only be received by the Clerk of the Board of Okanogan
4 County Commissioners. Bid Proposals and Bid Proposal Bonds must be on the original forms
5 provided by the County.
6
7

8 Bid Proposals and Bid Proposal Bonds must be on the original forms provided by the County.
9

10
11 All envelopes containing bids shall be clearly addressed to:

12 **Okanogan County Commissioners**
13 **123 Fifth Avenue North**
14 **Room 150**
15 **Okanogan, Washington 98840**
16

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

18 **CRP No. 9425-26 Loomis-Oroville Road Drainage.**
19

20 Telephone, facsimile (FAX), and email bids or amendments to bids will not be accepted.
21
22

23 **1-02.13 Irregular Proposals**

24 *(January 4, 2024 APWA GSP)*
25

26 Delete this section and replace it with the following:
27

- 28 1. A Proposal will be considered irregular and will be rejected if:
 - 29 a. The Bidder is not prequalified when so required;
 - 30 b. The Bidder adds provisions reserving the right to reject or accept the Award, or
31 enter into the Contract;
 - 32 c. A price per unit cannot be determined from the Bid Proposal;
 - 33 d. The Proposal form is not properly executed;
 - 34 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
35 Form 271-015), if applicable, as required in Section 1-02.6;
 - 36 f. The Bidder fails to submit or properly complete a Disadvantaged Business
37 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in
38 Section 1-02.6;
 - 39 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from
40 each DBE firm listed on the Bidder's completed DBE Utilization Certification that
41 they are in agreement with the bidder's DBE participation commitment, if
42 applicable, as required in Section 1-02.6, or if the written confirmation that is
43 submitted fails to meet the requirements of the Special Provisions;
 - 44 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
45 required in Section 1-02.6, or if the documentation that is submitted fails to
46 demonstrate that a Good Faith Effort to meet the Condition of Award in
47 accordance with Section 1-07.11;
 - 48 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if
49 applicable, as required in Section 1-02.6, or if the documentation that is
50 submitted fails to meet the requirements of the Special Provisions;

j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
- d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
- e. Receipt of Addenda is not acknowledged;
- f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

A Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

A Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

- 1 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on
2 the U.S. government’s “System for Award Management” database
3 (www.sam.gov).
4

5 **3. Subcontractor Responsibility**
6

- 7 A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor
8 responsibility language required by RCW 39.06.020, and the Bidder shall have
9 an established procedure which it utilizes to validate the responsibility of each of
10 its subcontractors. The Bidder’s subcontract form shall also include a
11 requirement that each of its subcontractors shall have and document a similar
12 procedure to determine whether the sub-tier subcontractors with whom it
13 contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
14
- 15 B. Documentation: The Bidder, if and when required as detailed below, shall submit
16 a copy of its standard subcontract form for review by the Contracting Agency, and
17 a written description of its procedure for validating the responsibility of
18 subcontractors with which it contracts.
19

20 **4. Claims Against Retainage and Bonds**
21

- 22 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
23 retainage or payment bonds for public works projects in the three years prior to
24 the bid submittal date, that demonstrate a lack of effective management by the
25 Bidder of making timely and appropriate payments to its subcontractors,
26 suppliers, and workers, unless there are extenuating circumstances and such
27 circumstances are deemed acceptable to the Contracting Agency.
28
- 29 B. Documentation: The Bidder, if and when required as detailed below, shall submit
30 a list of the public works projects completed in the three years prior to the bid
31 submittal date that have had claims against retainage and bonds and include for
32 each project the following information:
33
- 34 • Name of project
 - 35 • The owner and contact information for the owner;
 - 36 • A list of claims filed against the retainage and/or payment bond for any of the
 - 37 projects listed;
 - 38 • A written explanation of the circumstances surrounding each claim and the
 - 39 ultimate resolution of the claim.
40

41 **5. Public Bidding Crime**
42

- 43 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
44 involving bidding on a public works contract in the five years prior to the bid
45 submittal date.
46
- 47 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
48 statement (on a form to be provided by the Contracting Agency) that the Bidder
49 and/or its owners have not been convicted of a crime involving bidding on a
50 public works contract.
51

1 6. **Termination for Cause / Termination for Default**

2
3 A Criterion: The Bidder shall not have had any public works contract terminated for
4 cause or terminated for default by a government agency in the five years prior to
5 the bid submittal date, unless there are extenuating circumstances and such
6 circumstances are deemed acceptable to the Contracting Agency.

7
8 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
9 statement (on a form to be provided by the Contracting Agency) that the Bidder
10 has not had any public works contract terminated for cause or terminated for
11 default by a government agency in the five years prior to the bid submittal date;
12 or if Bidder was terminated, describe the circumstances. .

13
14 7. **Lawsuits**

15
16 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
17 Bidder in the five years prior to the bid submittal date that demonstrate a pattern
18 of failing to meet the terms of contracts, unless there are extenuating
19 circumstances and such circumstances are deemed acceptable to the
20 Contracting Agency

21
22 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
23 statement (on a form to be provided by the Contracting Agency) that the Bidder
24 has not had any lawsuits with judgments entered against the Bidder in the five
25 years prior to the bid submittal date that demonstrate a pattern of failing to meet
26 the terms of contracts, or shall submit a list of all lawsuits with judgments entered
27 against the Bidder in the five years prior to the bid submittal date, along with a
28 written explanation of the circumstances surrounding each such lawsuit. The
29 Contracting Agency shall evaluate these explanations to determine whether the
30 lawsuits demonstrate a pattern of failing to meet of terms of construction related
31 contracts

32
33 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent
34 low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second
35 business day following the bid submittal deadline, a written statement verifying that the
36 Bidder meets the supplemental criteria together with supporting documentation (sufficient
37 in the sole judgment of the Contracting Agency) demonstrating compliance with the
38 Supplemental Criteria. The Contracting Agency reserves the right to request further
39 documentation as needed from the low Bidder and documentation from other Bidders as
40 well to assess Bidder responsibility and compliance with all bidder responsibility criteria.
41 The Contracting Agency also reserves the right to obtain information from third-parties and
42 independent sources of information concerning a Bidder's compliance with the mandatory
43 and supplemental criteria, and to use that information in their evaluation. The Contracting
44 Agency may consider mitigating factors in determining whether the Bidder complies with
45 the requirements of the supplemental criteria.

46
47 The basis for evaluation of Bidder compliance with these mandatory and supplemental
48 criteria shall include any documents or facts obtained by Contracting Agency (whether
49 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
50 operational data from the Bidder; (ii) information obtained directly by the Contracting
51 Agency from others for whom the Bidder has worked, or other public agencies or private

enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information (December 30, 2022 APWA GSP)

Revise this section to read:

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

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

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

17 **1-03.3 Execution of Contract**

18 *(January 4, 2024 APWA GSP Option B)*

19
20 Revise this section to read:

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

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

32 Within ***10*** calendar days after the award date, the successful bidder shall return the
33 signed Contracting Agency-prepared contract, an insurance certification as required by
34 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of
35 Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII
36 completed when provided. Before execution of the contract by the Contracting Agency, the
37 successful bidder shall provide any pre-award information the Contracting Agency may
38 require under Section 1-02.15.
39

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

45 If the bidder experiences circumstances beyond their control that prevents return of the
46 contract documents within the calendar days after the award date stated above, the
47 Contracting Agency may grant up to a maximum of ***5*** additional calendar days for return
48 of the documents, provided the Contracting Agency deems the circumstances warrant it.
49

50 *(*****)*

1 The contractor shall submit for approval, all applicable Shop Drawings along with the signed
2 Contract. The shop drawings shall conform to the requirements of section 6-02.

3 4 **1-03.4 Contract Bond**

5 *(July 23, 2015 APWA GSP)*
6

7 Delete the first paragraph and replace it with the following:
8

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

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

38 39 **1-03.7 Judicial Review**

40 *(December 30, 2022 APWA GSP)*
41

42 Revise this section to read:
43

44 All decisions made by the Contracting Agency regarding the Award and execution of the
45 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
46 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
47 county where the Contracting Agency headquarters is located, provided that where an action
48 is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
49

Scope of the Work

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

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

Control of Work

(January 13, 2021)

Contractor Surveying - Roadway

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

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

The Contractor shall inform the Engineer when monuments are discovered that were

1 not identified in the Plans and construction activity may disturb or damage the
2 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected
3 throughout the length of the project or be replaced at the Contractors expense.
4

5 Detailed survey records shall be maintained, including a description of the work
6 performed on each shift, the methods utilized, and the control points used. The record
7 shall be adequate to allow the survey to be reproduced. A copy of each day's record
8 shall be provided to the Engineer within three working days after the end of the shift.
9

10 The meaning of words and terms used in this provision shall be as listed in "Definitions
11 of Surveying and Associated Terms" current edition, published by the American
12 Congress on Surveying and Mapping and the American Society of Civil Engineers.
13

14 The survey work shall include but not be limited to the following:
15

16 1. Verify the primary horizontal and vertical control furnished by the Contracting
17 Agency, and expand into secondary control by adding stakes and hubs as well
18 as additional survey control needed for the project. Provide descriptions of
19 secondary control to the Contracting Agency. The description shall include
20 coordinates and elevations of all secondary control points.
21

22 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
23 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)
24 and at points on the alignments spaced no further than 50 feet.
25

26 3. Establish clearing limits, placing stakes at all angle points and at intermediate
27 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
28 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless
29 otherwise shown in the Plans.
30

31 4. Establish grading limits, placing slope stakes at centerline increments not more
32 than 50 feet apart. Establish offset reference to all slope stakes. If Global
33 Positioning Satellite (GPS) Machine Controls are used to provide grade
34 control, then slope stakes may be omitted at the discretion of the Contractor
35

36 5. Establish the horizontal and vertical location of all drainage features, placing
37 offset stakes to all drainage structures and to pipes at a horizontal interval not
38 greater than 25 feet.
39

40 6. Establish roadbed and surfacing elevations by placing stakes at the top of
41 subgrade and at the top of each course of surfacing. Subgrade and surfacing
42 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
43 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
44 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
45 stakes shall be placed at all locations where the roadway slope changes and
46 at additional points such that the transverse spacing of stakes is not more than
47 12 feet. If GPS Machine Controls are used to provide grade control, then
48 roadbed and surfacing stakes may be omitted at the discretion of the
49 Contractor.
50

51 7. Establish intermediate elevation benchmarks as needed to check work

throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked

1 are within the specified survey accuracy tolerances.

2
3 The Contractor shall calculate coordinates for the alignment. The Contracting Agency
4 will verify these coordinates prior to issuing approval to the Contractor for commencing
5 with the work. The Contracting Agency will require up to seven calendar days from the
6 date the data is received.

7
8 Contract work to be performed using contractor-provided stakes shall not begin until the
9 stakes are approved by the Contracting Agency. Such approval shall not relieve the
10 Contractor of responsibility for the accuracy of the stakes.

11
12 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are
13 needed that are not described in the Plans, then those stakes shall be marked, at no
14 additional cost to the Contracting Agency as ordered by the Engineer.

15 16 **Payment**

17 Payment will be made for the following bid item when included in the proposal:

18
19 "Roadway Surveying", lump sum.

20
21 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,
22 equipment, materials, and supervision utilized to perform the Work specified, including
23 any resurveying, checking, correction of errors, replacement of missing or damaged
24 stakes, and coordination efforts.

25 26 **-05.7 Removal of Defective and Unauthorized Work** 27 *(October 1, 2005 APWA GSP)*

28
29 Supplement this section with the following:

30
31 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
32 written notice from the Engineer, or fails to perform any part of the work required by the
33 Contract Documents, the Engineer may correct and remedy such work as may be identified
34 in the written notice, with Contracting Agency forces or by such other means as the
35 Contracting Agency may deem necessary.

36
37 If the Contractor fails to comply with a written order to remedy what the Engineer determines
38 to be an emergency situation, the Engineer may have the defective and unauthorized work
39 corrected immediately, have the rejected work removed and replaced, or have work the
40 Contractor refuses to perform completed by using Contracting Agency or other forces. An
41 emergency situation is any situation when, in the opinion of the Engineer, a delay in its
42 remedy could be potentially unsafe, or might cause serious risk of loss or damage to the
43 public.

44
45 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
46 remedying defective or unauthorized work, or work the Contractor failed or refused to
47 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
48 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
49 particular, but without limitation, compensation for additional professional services required,
50 and costs for repair and replacement of work of others destroyed or damaged by correction,
51 removal, or replacement of the Contractor's unauthorized work.

1
2 No adjustment in contract time or compensation will be allowed because of the delay in the
3 performance of the work attributable to the exercise of the Contracting Agency's rights
4 provided by this Section.
5

6 The rights exercised under the provisions of this section shall not diminish the Contracting
7 Agency's right to pursue any other avenue for additional remedy or damages with respect to
8 the Contractor's failure to perform the work as required.
9

10 **1-05.11 Final Inspection**

11
12 Delete this section and replace it with the following:

13 14 **1-05.11 Final Inspections and Operational Testing** 15 *(October 1, 2005 APWA GSP)* 16

17 **1-05.11(1) Substantial Completion Date**

18
19 When the Contractor considers the work to be substantially complete, the Contractor shall
20 so notify the Engineer and request the Engineer establish the Substantial Completion Date.
21 The Contractor's request shall list the specific items of work that remain to be completed in
22 order to reach physical completion. The Engineer will schedule an inspection of the work
23 with the Contractor to determine the status of completion. The Engineer may also establish
24 the Substantial Completion Date unilaterally.
25

26 If, after this inspection, the Engineer concurs with the Contractor that the work is
27 substantially complete and ready for its intended use, the Engineer, by written notice to the
28 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
29 does not consider the work substantially complete and ready for its intended use, the
30 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.
31

32 Upon receipt of written notice concurring in or denying substantial completion, whichever is
33 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
34 interruption, the work necessary to reach Substantial and Physical Completion. The
35 Contractor shall provide the Engineer with a revised schedule indicating when the
36 Contractor expects to reach substantial and physical completion of the work.
37

38 The above process shall be repeated until the Engineer establishes the Substantial
39 Completion Date and the Contractor considers the work physically complete and ready for
40 final inspection.
41

42 **1-05.11(2) Final Inspection and Physical Completion Date**

43
44 When the Contractor considers the work physically complete and ready for final inspection,
45 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
46 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
47 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
48 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
49 shall immediately take such corrective measures as are necessary to remedy the listed
50 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption

1 until physical completion of the listed deficiencies. This process will continue until the
2 Engineer is satisfied the listed deficiencies have been corrected.

3
4 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
5 written notice listing the deficiencies, the Engineer may, upon written notice to the
6 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
7 Section 1-05.7.

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

10
11 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
12 Agency, in writing, of the date upon which the work was considered physically complete. That
13 date shall constitute the Physical Completion Date of the contract, but shall not imply
14 acceptance of the work or that all the obligations of the Contractor under the contract have
15 been fulfilled.

16 17 **1-05.11(3) Operational Testing**

18
19 It is the intent of the Contracting Agency to have at the Physical Completion Date a
20 complete and operable system. Therefore when the work involves the installation of
21 machinery or other mechanical equipment; street lighting, electrical distribution or signal
22 systems; irrigation systems; buildings; or other similar work it may be desirable for the
23 Engineer to have the Contractor operate and test the work for a period of time after final
24 inspection but prior to the physical completion date. Whenever items of work are listed in the
25 Contract Provisions for operational testing they shall be fully tested under operating
26 conditions for the time period specified to ensure their acceptability prior to the Physical
27 Completion Date. During and following the test period, the Contractor shall correct any items
28 of workmanship, materials, or equipment which prove faulty, or that are not in first class
29 operating condition. Equipment, electrical controls, meters, or other devices and equipment
30 to be tested during this period shall be tested under the observation of the Engineer, so that
31 the Engineer may determine their suitability for the purpose for which they were installed.
32 The Physical Completion Date cannot be established until testing and corrections have been
33 completed to the satisfaction of the Engineer.

34
35 The costs for power, gas, labor, material, supplies, and everything else needed to
36 successfully complete operational testing, shall be included in the unit contract prices
37 related to the system being tested, unless specifically set forth otherwise in the proposal.

38
39 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's
40 guaranties or warranties furnished under the terms of the contract.

41
42 Add the following new section:

43 44 **1-05.12(1) One-Year Guarantee Period** 45 *(March 8, 2013 APWA GSP)*

46
47 The Contractor shall return to the project and repair or replace all defects in
48 workmanship and material discovered within one year after Final Acceptance of the
49 Work. The Contractor shall start work to remedy any such defects within 7 calendar
50 days of receiving Contracting Agency's written notice of a defect, and shall complete

such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

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
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the 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:

Buy America

1 (August 6, 2012)

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

7
8 Minor amounts of foreign steel and iron may be utilized in this project provided the cost of
9 the foreign material used does not exceed one-tenth of one percent of the total contract cost
10 or \$2,500.00, whichever is greater.

11
12 American-made material is defined as material having all manufacturing processes occurring
13 domestically. To further define the coverage, a domestic product is a manufactured steel
14 material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or
15 in the territories and possessions of the United States.

16
17 If domestically produced steel billets or iron ingots are exported outside of the area of
18 coverage, as defined above, for any manufacturing process then the resulting product does
19 not conform to the Buy America requirements. Additionally, products manufactured
20 domestically from foreign source steel billets or iron ingots do not conform to the Buy America
21 requirements because the initial melting and mixing of alloys to create the material occurred
22 in a foreign country.

23
24 Manufacturing begins with the initial melting and mixing, and continues through the coating
25 stage. Any process which modifies the chemical content, the physical size or shape, or the
26 final finish is considered a manufacturing process. The processes include rolling, extruding,
27 machining, bending, grinding, drilling, welding, and coating. The action of applying a coating
28 to steel or iron is deemed a manufacturing process. Coating includes epoxy coating,
29 galvanizing, aluminizing, painting, and any other coating that protects or enhances the value
30 of steel or iron. Any process from the original reduction from ore to the finished product
31 constitutes a manufacturing process for iron.

32
33 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
34 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron
35 ore.

36
37 The following are considered to be steel manufacturing processes:

- 38
39 1. Production of steel by any of the following processes:
40
41 a. Open hearth furnace.
42
43 b. Basic oxygen.
44
45 c. Electric furnace.
46
47 d. Direct reduction.
48
49 2. Rolling, heat treating, and any other similar processing.
50
51 3. Fabrication of the products.

- a. Spinning wire into cable or strand.
- b. Corrugating and rolling into culverts.
- 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 DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

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

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

10 11 12 **1-07.2 State Taxes**

13
14 Delete this section, including its sub-sections, in its entirety and replace it with the following:

15 16 **1-07.2 State Sales Tax** 17 *(June 27, 2011 APWA GSP)* 18

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

24
25 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
26 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
27 07.2(2) describes this exception.

28
29 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
30 FHWA-funded Project) only if the Contractor has obtained from the Washington State
31 Department of Revenue a certificate showing that all contract-related taxes have been paid
32 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
33 any amount the Contractor may owe the Washington State Department of Revenue,
34 whether the amount owed relates to this contract or not. Any amount so deducted will be
35 paid into the proper State fund.

36 37 **1-07.2(1) State Sales Tax — Rule 171** 38

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

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

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

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

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

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

25
26 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
27 wholly for professional or other services (as defined in Washington State Department of
28 Revenue Rules 138 and 244).
29

30 **Load Limits**

31
32 Section 1-07.7 is supplemented with the following:
33

34 (*****)

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

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

41
42 **1-07.9(5)A Required Documents**
43 *(December 30, 2022 APWA GSP)*
44

45 This section is revised to read as follows:
46

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

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

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

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

Women - Statewide

Timetable

Goal

Until further notice

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA

2.8

WA Spokane.

Non-SMSA Counties

3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA

5.4

WA Benton; WA Franklin.

Non-SMSA Counties

3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA

9.7

WA Yakima.

Non-SMSA Counties

7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

1	Seattle, WA:	
2	SMSA Counties:	
3	Seattle Everett, WA	7.2
4	WA King; WA Snohomish.	
5	Tacoma, WA	6.2
6	WA Pierce.	
7	Non-SMSA Counties	6.1
8	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
9	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston;	
10	WA Whatcom.	
11		
12	Portland, OR:	
13	SMSA Counties:	
14	Portland, OR-WA	4.5
15	WA Clark.	
16	Non-SMSA Counties	3.8
17	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
18		

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

24
25 The Contractor's compliance with the Executive Order and the regulations in 41 CFR
26 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
27 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),
28 and its efforts to meet the goals. The hours of minority and female employment and
29 training must be substantially uniform throughout the length of the contract, in each
30 construction craft and in each trade, and the Contractor shall make a good faith effort to
31 employ minorities and women evenly on each of its projects. The transfer of minority or
32 female employees or trainees from Contractor to Contractor or from project to project for
33 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the
34 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals
35 will be measured against the total work hours performed.

- 36
37 3. The Contractor shall provide written notification to the Office of Federal Contract
38 Compliance Programs (OFCCP) within 10 working days of award of any construction
39 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
40 construction work under the contract resulting from this solicitation. The notification shall
41 list the name, address and telephone number of the subcontractor; employer
42 identification number of the subcontractor; estimated dollar amount of the subcontract;
43 estimated starting and completion dates of the subcontract; and the geographical area
44 in which the contract is to be performed. The notification shall be sent to:

45
46 U.S. Department of Labor
47 Office of Federal Contract Compliance Programs Pacific Region
48 Attn: Regional Director
49 San Francisco Federal Building
50 90 – 7th Street, Suite 18-300
51 San Francisco, CA 94103(415) 625-7800 Phone

1 (415) 625-7799 Fax

- 2
3 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
4 Area is as designated herein.

5
6 Standard Federal Equal Employment Opportunity Construction Contract Specifications
7 (Executive Order 11246)
8

- 9 1. As used in these specifications:

- 10
11 a. Covered Area means the geographical area described in the solicitation from
12 which this contract resulted;
13
14 b. Director means Director, Office of Federal Contract Compliance Programs,
15 United States Department of Labor, or any person to whom the Director
16 delegates authority;
17
18 c. Employer Identification Number means the Federal Social Security number
19 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury
20 Department Form 941;
21
22 d. Minority includes:
23
24 (1) Black, a person having origins in any of the Black Racial Groups of
25 Africa.
26
27 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
28 Mexican, Puerto Rican, Cuban, Central American, South American,
29 or other Spanish origin.
30
31 (3) Asian or Pacific Islander, a person having origins in any of the original
32 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands
33 and Samoa.
34
35 (4) American Indian or Alaskan Native, a person having origins in any of
36 the original peoples of North America, and who maintain cultural
37 identification through tribal affiliation or community recognition.
38

- 39 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the
40 work involving any construction trade, it shall physically include in each subcontract in
41 excess of \$10,000 the provisions of these specifications and the Notice which contains
42 the applicable goals for minority and female participation and which is set forth in the
43 solicitations from which this contract resulted.
44

- 45 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
46 approved by the U.S. Department of Labor in the covered area either individually or
47 through an association, its affirmative action obligations on all work in the Plan area
48 (including goals and timetables) shall be in accordance with that Plan for those trades
49 which have unions participating in the Plan. Contractors must be able to demonstrate
50 their participation in and compliance with the provisions of any such Hometown Plan.
51 Each Contractor or subcontractor participating in an approved Plan is individually

1 required to comply with its obligations under the EEO clause, and to make a good faith
2 effort to achieve each goal under the Plan in each trade in which it has employees. The
3 overall good faith performance by other Contractors or subcontractors toward a goal in
4 an approved Plan does not excuse any covered Contractor's or subcontractor's failure
5 to take good faith effort to achieve the Plan goals and timetables.
6

- 7 4. The Contractor shall implement the specific affirmative action standards provided in
8 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation
9 from which this contract resulted are expressed as percentages of the total hours of
10 employment and training of minority and female utilization the Contractor should
11 reasonably be able to achieve in each construction trade in which it has employees in
12 the covered area. Covered construction contractors performing construction work in
13 geographical areas where they do not have a Federal or federally assisted construction
14 contract shall apply the minority and female goals established for the geographical area
15 where the work is being performed. The Contractor is expected to make substantially
16 uniform progress in meeting its goals in each craft during the period specified.
17
- 18 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
19 with whom the Contractor has a collective bargaining agreement, to refer either
20 minorities or women shall excuse the Contractor's obligations under these
21 specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
22
- 23 6. In order for the nonworking training hours of apprentices and trainees to be counted in
24 meeting the goals, such apprentices and trainees must be employed by the Contractor
25 during the training period, and the Contractor must have made a commitment to employ
26 the apprentices and trainees at the completion of their training, subject to the availability
27 of employment opportunities. Trainees must be trained pursuant to training programs
28 approved by the U.S. Department of Labor.
29
- 30 7. The Contractor shall take specific affirmative actions to ensure equal employment
31 opportunity. The evaluation of the Contractor's compliance with these specifications
32 shall be based upon its effort to achieve maximum results from its action. The Contractor
33 shall document these efforts fully, and shall implement affirmative action steps at least
34 as extensive as the following:
35
 - 36 a. Ensure and maintain a working environment free of harassment, intimidation,
37 and coercion at all sites, and in all facilities at which the Contractor's employees
38 are assigned to work. The Contractor, where possible, will assign two or more
39 women to each construction project. The Contractor shall specifically ensure
40 that all foremen, superintendents, and other on-site supervisory personnel are
41 aware of and carry out the Contractor's obligation to maintain such a working
42 environment, with specific attention to minority or female individuals working at
43 such sites or in such facilities.
44
 - 45 b. Establish and maintain a current list of minority and female recruitment
46 sources, provide written notification to minority and female recruitment sources
47 and to community organizations when the Contractor or its unions have
48 employment opportunities available, and maintain a record of the
49 organizations' responses.
50

- 1 c. Maintain a current file of the names, addresses and telephone numbers of each
2 minority and female off-the-street applicant and minority or female referral from
3 a union, a recruitment source or community organization and of what action
4 was taken with respect to each such individual. If such individual was sent to
5 the union hiring hall for referral and was not referred back to the Contractor by
6 the union or, if referred, not employed by the Contractor, this shall be
7 documented in the file with the reason therefor, along with whatever additional
8 actions the Contractor may have taken.
9
- 10 d. Provide immediate written notification to the Director when the union or unions
11 with which the Contractor has a collective bargaining agreement has not
12 referred to the Contractor a minority person or woman sent by the Contractor,
13 or when the Contractor has other information that the union referral process
14 has impeded the Contractor's efforts to meet its obligations.
15
- 16 e. Develop on-the-job training opportunity and/or participate in training programs
17 for the area which expressly include minorities and women, including
18 upgrading programs and apprenticeship and trainee programs relevant to the
19 Contractor's employment needs, especially those programs funded or
20 approved by the U.S. Department of Labor. The Contractor shall provide notice
21 of these programs to the sources compiled under 7b above.
22
- 23 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
24 unions and training programs and requesting their cooperation in assisting the
25 Contractor in meeting its EEO obligations; by including it in any policy manual
26 and collective bargaining agreement; by publicizing it in the company
27 newspaper, annual report, etc.; by specific review of the policy with all
28 management personnel and with all minority and female employees at least
29 once a year; and by posting the company EEO policy on bulletin boards
30 accessible to all employees at each location where construction work is
31 performed.
32
- 33 g. Review, at least annually, the company's EEO policy and affirmative action
34 obligations under these specifications with all employees having any
35 responsibility for hiring, assignment, layoff, termination or other employment
36 decisions including specific review of these items with on-site supervisory
37 personnel such as Superintendents, General Foremen, etc., prior to the
38 initiation of construction work at any job site. A written record shall be made
39 and maintained identifying the time and place of these meetings, persons
40 attending, subject matter discussed, and disposition of the subject matter.
41
- 42 h. Disseminate the Contractor's EEO policy externally by including it in any
43 advertising in the news media, specifically including minority and female news
44 media, and providing written notification to and discussing the Contractor's
45 EEO policy with other Contractors and Subcontractors with whom the
46 Contractor does or anticipates doing business.
47
- 48 i. Direct its recruitment efforts, both oral and written to minority, female and
49 community organizations, to schools with minority and female students and to
50 minority and female recruitment and training organizations serving the
51 Contractor's recruitment area and employment needs. Not later than one

1 month prior to the date for the acceptance of applications for apprenticeship or
2 other training by any recruitment source, the Contractor shall send written
3 notification to organizations such as the above, describing the openings,
4 screening procedures, and tests to be used in the selection process.

5
6 j. Encourage present minority and female employees to recruit other minority
7 persons and women and where reasonable, provide after school, summer and
8 vacation employment to minority and female youth both on the site and in other
9 areas of a Contractor's work force.

10
11 k. Validate all tests and other selection requirements where there is an obligation
12 to do so under 41 CFR Part 60-3.

13
14 l. Conduct, at least annually, an inventory and evaluation of all minority and
15 female personnel for promotional opportunities and encourage these
16 employees to seek or to prepare for, through appropriate training, etc., such
17 opportunities.

18
19 m. Ensure that seniority practices, job classifications, work assignments and other
20 personnel practices, do not have a discriminatory effect by continually
21 monitoring all personnel and employment related activities to ensure that the
22 EEO policy and the Contractor's obligations under these specifications are
23 being carried out.

24
25 n. Ensure that all facilities and company activities are nonsegregated except that
26 separate or single-user toilet and necessary changing facilities shall be
27 provided to assure privacy between the sexes.

28
29 o. Document and maintain a record of all solicitations of offers for subcontracts
30 from minority and female construction contractors and suppliers, including
31 circulation of solicitations to minority and female contractor associations and
32 other business associations.

33
34 p. Conduct a review, at least annually, of all supervisors' adherence to and
35 performance under the Contractor's EEO policies and affirmative action
36 obligations.

37
38 8. Contractors are encouraged to participate in voluntary associations which assist in
39 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts
40 of a contractor association, joint contractor-union, contractor-community, or other similar
41 group of which the Contractor is a member and participant, may be asserted as fulfilling
42 any one or more of the obligations under 7a through 7p of this Special Provision provided
43 that the Contractor actively participates in the group, makes every effort to assure that
44 the group has a positive impact on the employment of minorities and women in the
45 industry, ensure that the concrete benefits of the program are reflected in the
46 Contractor's minority and female work-force participation, makes a good faith effort to
47 meet its individual goals and timetables, and can provide access to documentation which
48 demonstrate the effectiveness of actions taken on behalf of the Contractor. The
49 obligation to comply, however, is the Contractor's and failure of such a group to fulfill an
50 obligation shall not be a defense for the Contractor's noncompliance.

- 1 9. A single goal for minorities and a separate single goal for women have been established.
2 The Contractor, however, is required to provide equal employment opportunity and to
3 take affirmative action for all minority groups, both male and female, and all women, both
4 minority and non-minority. Consequently, the Contractor may be in violation of the
5 Executive Order if a particular group is employed in substantially disparate manner (for
6 example, even though the Contractor has achieved its goals for women generally, the
7 Contractor may be in violation of the Executive Order if a specific minority group of
8 women is underutilized).
9
- 10 10. The Contractor shall not use the goals and timetables or affirmative action standards to
11 discriminate against any person because of race, color, religion, sex, or national origin.
12
- 13 11. The Contractor shall not enter into any subcontract with any person or firm debarred
14 from Government contracts pursuant to Executive Order 11246.
15
- 16 12. The Contractor shall carry out such sanctions and penalties for violation of these
17 specifications and of the Equal Opportunity Clause, including suspensions, terminations
18 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
19 Executive Order 11246, as amended, and its implementing regulations by the Office of
20 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
21 sanctions and penalties shall be in violation of these specifications and Executive Order
22 11246, as amended.
23
- 24 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
25 specific affirmative action steps, at least as extensive as those standards prescribed in
26 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts
27 to ensure equal employment opportunity. If the Contractor fails to comply with the
28 requirements of the Executive Order, the implementing regulations, or these
29 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
30
- 31 14. The Contractor shall designate a responsible official to monitor all employment related
32 activity to ensure that the company EEO policy is being carried out, to submit reports
33 relating to the provisions hereof as may be required by the government and to keep
34 records. Records shall at least include, for each employee, their name, address,
35 telephone numbers, construction trade, union affiliation if any, employee identification
36 number when assigned, social security number, race, sex, status (e.g., mechanic,
37 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
38 week in the indicated trade, rate of pay, and locations at which the work was performed.
39 Records shall be maintained in an easily understandable and retrievable form; however,
40 to the degree that existing records satisfy this requirement, the Contractors will not be
41 required to maintain separate records.
42
- 43 15. Nothing herein provided shall be construed as a limitation upon the application of other
44 laws which establish different standards of compliance or upon the application of
45 requirements for the hiring of local or other area residents (e.g., those under the Public
46 Works Employment Act of 1977 and the Community Development Block Grant
47 Program).
48
- 49 16. Additional assistance for Federal Construction Contractors on contracts administered by
50 Washington State Department of Transportation or by Local Agencies may be found at:
51

Washington State Dept. of Transportation
Office of Equal Opportunity
PO Box 47314
310 Maple Park Ave. SE
Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation monthly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

DBE Abbreviations and Definitions

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

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. The on-line Directory is available to Contractors 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*

1 *determine whether a DBE is performing a commercially useful function, you must*
2 *evaluate the amount of work subcontracted, industry practices, whether the*
3 *amount the firm is to be paid under the contract is commensurate with the work it*
4 *is actually performing and the DBE credit claimed for its performance of the work,*
5 *and other relevant factors.”*
6

7 **Contract** – For this Special Provision only, this definition supplements Section 1-
8 01.3. 49 CFR 26.5 defines contract as: “... a legally binding relationship obligating
9 a seller to furnish supplies or services (including, but not limited to, construction
10 and professional services) and the buyer to pay for them. For purposes of this
11 part, a lease is considered to be a contract.”
12

13 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the
14 Washington State Office of Minority and Women’s Business Enterprises, as
15 meeting the criteria outlined in 49 CFR 26 regarding DBE certification.
16

17 **Force Account Work** – Work measured and paid in accordance with Section 1-
18 09.6.
19

20 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
21 establishment that produces on the premises the materials, supplies, articles, or
22 equipment required under the Contract. A DBE Manufacturer shall produce
23 finished goods or products from raw or unfinished material or purchase and
24 substantially alters goods and materials to make them suitable for construction
25 use before reselling them.
26

27 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
28 warehouse, or other establishment in which the materials or supplies required for
29 the performance of a Contract are bought, kept in stock, and regularly sold to the
30 public in the usual course of business. To be a Regular Dealer, the DBE firm must
31 be an established regular business that engages in as its principal business and in
32 its own name the purchase and sale of the products in question. A Regular Dealer
33 in such items as steel, cement, gravel, stone, and petroleum products need not
34 own, operate or maintain a place of business if it both owns and operates
35 distribution equipment for the products. Any supplementing of regular dealers’ own
36 distribution equipment shall be by long-term formal lease agreements and not on
37 an ad-hoc basis. Brokers, packagers, manufacturers’ representatives, or other
38 persons who arrange or expedite transactions shall not be regarded as Regular
39 Dealers within the meaning of this definition.
40

41 **DBE Goals**

42 No DBE goals have been assigned as part of this Contract.
43

44 **Affirmative Efforts to Solicit DBE Participation**

45 The Contractor shall not discriminate on the grounds of race, color, sex, national origin,
46 age, or disability in the selection and retention of subcontractors, including procurement
47 of materials and leases of equipment. DBE firms shall have an equal opportunity to
48 compete for subcontracts in which the Contractor enters into pursuant to this Contract.
49

50 Contractors are encouraged to:
51

- 1 1. Advertise opportunities for Subcontractors or suppliers in a timely and
2 reasonably designed manner to provide notice of the opportunity to DBEs
3 capable of performing the Work. All advertisements should include a Contract
4 Provision encouraging participation by DBE firms. This may be accomplished
5 through general advertisements (e.g. newspapers, journals, etc.) or by
6 soliciting Bids/Proposals directly from DBEs.
7
- 8 2. Establish delivery schedules that encourage participation by DBEs and other
9 small businesses.
10
- 11 3. Participate with a DBE as a joint venture.
12

13 **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

14 Contractor may take credit for DBEs utilized on this Contract only if the firm is certified
15 for the Work being performed, and the firm performs a commercially useful function
16 (CUF).
17

18 Absent a mandatory goal, all DBE participation that is attained on this project will be
19 considered as "race neutral" participation and shall be reported as such.
20

21 **Crediting DBE Participation**

22 All DBE Subcontractors shall be certified before the subcontract on which they are
23 participating is executed.
24

25 Be advised that although a firm is listed in the directory, there are cases where the listed
26 firm is in a temporary suspension status. The Contractor shall review the OMWBE
27 Suspended DBE Firms list. A DBE firm that is included on this list may not enter into
28 new contracts that count towards participation.
29

30 DBE participation is only credited upon payment to the DBE.
31

32 The following are some definitions of what may be counted as DBE participation.
33

34 **DBE Prime Contractor**

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

39 **DBE Subcontractor**

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

48 The supplies, materials, and equipment purchased or leased from the Contractor
49 or its affiliate, including any Contractor's resources available to DBE
50 subcontractors at no cost, shall not be credited.
51

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

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be credited only if the DBE's Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be credited.

Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF on the contract.

DBE Subcontract and Lower Tier Subcontract Documents

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

DBE Service Provider

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

Temporary Traffic Control

If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project. In addition, if the DBE firm utilizes the Contractor's equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

Trucking

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

1 The DBE trucking firm must own and operate at least one licensed, insured and
2 operational truck on the contract. The truck must be of the type that is necessary
3 to perform the hauling duties required under the contract. The DBE receives credit
4 for the value of the transportation services it provides on the Contract using trucks
5 it owns or leases, licenses, insures, and operates with drivers it employs.
6

7 The DBE may lease additional trucks from another DBE firm. The Work that a
8 DBE trucking firm performs with trucks it leases from other certified DBE trucking
9 firms qualify for 100% DBE credit
10

11 The trucking Work subcontracted to any non-DBE trucking firm will not receive
12 credit for Work done on the project. The DBE may lease trucks from a non-DBE
13 truck leasing company, but can only receive credit as DBE participation if the DBE
14 uses its own employees as drivers.
15

16 DBE credit for a truck broker is limited to the fee/commission that the DBE
17 receives for arranging transportation services.
18

19 Truck registration and lease agreements shall be readily available at the project
20 site for the Engineer review.
21

22 **DBE Manufacturer and DBE Regular Dealer**

23 One hundred percent (100%) of the cost of the manufactured product obtained
24 from a DBE Manufacturer can count as DBE participation.
25

26 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
27 Regular Dealer may be credited as DBE participation. If the role of the DBE
28 Regular Dealer is determined to be that of a pass-through, then no DBE credit will
29 be given for its services. If the role of the DBE Regular Dealer is determined to be
30 that of a Broker, then DBE credit shall be limited to the fee or commission it
31 receives for its services. Regular Dealer status and the amount of credit is
32 determined on a Contract-by-Contract basis.
33

34 Regular Dealer DBE firms must be approved before being used on a project. The
35 WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal
36 Opportunity (OEO) web site must include the specific project for which approval is
37 being requested. The Regular Dealer must submit the Regular Dealer Status
38 Request form a minimum of five days prior to being utilized on the specific project.
39

40 Purchase of materials or supplies from a DBE which is neither a manufacturer nor
41 a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance
42 in the procurement of the materials and supplies, or fees or transportation charges
43 for the delivery of materials or supplies required on a job site, can count as DBE
44 participation provided the fees are not excessive as compared with fees
45 customarily allowed for similar services. Documentation will be required to
46 support the fee/commission charged by the DBE. The cost of the materials and
47 supplies themselves cannot be counted toward as DBE participation.
48

49 Note: Requests to be listed as a Regular Dealer will only be processed if the
50 requesting firm is a material supplier certified by the Office of Minority and

Women's Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

Procedures Between Award and Execution

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

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

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

Procedures After Execution

Commercially Useful Function (CUF)

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

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

Joint Checking

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

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

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

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

Prompt Payment

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

Reporting

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

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

1
2 **Decertification**

3 When a DBE is "decertified" from the DBE program during the course of the
4 Contract, the participation of that DBE shall continue to count as DBE participation
5 as long as the subcontract with the DBE was executed prior to the decertification
6 notice. The Contractor is obligated to substitute when a DBE does not have an
7 executed subcontract agreement at the time of decertification.
8

9 **Consequences of Non-Compliance**

10 Each contract with a Contractor (and each subcontract the Contractor signs with a
11 Subcontractor) must include the following assurance clause:
12

13 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis
14 of race, color, national origin, or sex in the performance of this contract. The
15 Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award
16 and administration of DOT-assisted contracts. Failure by the Contractor to carry
17 out these requirements is a material breach of this contract, which may result in
18 the termination of this contract or such other remedy as the recipient deems
19 appropriate, which may include, but is not limited to:
20

- 21 (1) Withholding monthly progress payments;
22
23 (2) Assessing sanctions;
24
25 (3) Liquidated damages; and/or
26
27 (4) Disqualifying the Contractor from future bidding as non-responsible.
28

29 **Payment**

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

35 **Utilities and Similar Facilities**

36
37 Section 1-07.17 is supplemented with the following:
38

39 (April 2, 2007)

40 Locations and dimensions shown in the Plans for existing facilities are in accordance with
41 available information obtained without uncovering, measuring, or other verification.
42

43 The following addresses and telephone numbers of utility companies known or suspected of
44 having facilities within the project limits are supplied for the Contractor's convenience:
45

46 *** Ziply Fiber

47 Homero Gonzales

48 509-663-4067
49

50 Lumen/Century Link

51 Robert Fraley

1 509-235-3308

2
3 Okanogan County PUD
4 Allen Allie
5 509-422-8407

6
7 Oroville /Tonasket Irrigation District
8 Derek Mendoza
9 509-476-3696

10
11 Whitestone Reclamation District
12 sandi@whitestoneRD.com
13 Sandi Velke ***

14
15
16 **1-07.18 Public Liability and Property Damage Insurance**

17
18 Delete this section in its entirety, and replace it with the following:

19
20 **1-07.18 Insurance**

21 *(January 4, 2024 APWA GSP)*

22
23 **1-07.18(1) General Requirements**

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

1
2 F. The Contractor shall not begin work under the Contract until the required insurance has
3 been obtained and approved by the Contracting Agency
4

5 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
6 material breach of contract, upon which the Contracting Agency may, after giving five
7 business days' notice to the Contractor to correct the breach, immediately terminate the
8 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums
9 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
10 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
11 Contractor from the Contracting Agency.
12

13 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
14 the Contract and no additional payment will be made.
15

16 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
17 maintaining coverage, to satisfy insurance requirements for any policy required under this
18 Section. A "wrap up policy" is defined as an insurance agreement or arrangement under
19 which all the parties working on a specified or designated project are insured under one
20 policy for liability arising out of that specified or designated project.
21

22 **1-07.18(2) Additional Insured**

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

- 26 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
27 volunteers

28 The above-listed entities shall be additional insured(s) for the full available limits of liability
29 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor
30 are greater than those required by this Contract, and irrespective of whether the Certificate of
31 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
32 maintained by the Contractor.
33

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

38 **1-07.18(3) Subcontractors**

39 The Contractor shall cause each subcontractor of every tier to provide insurance coverage that
40 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
41 except the Contractor shall have sole responsibility for determining the limits of coverage required
42 to be obtained by subcontractors.
43

44 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
45 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
46 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10
47 01 for ongoing operations and CG 20 37 10 01 for completed operations.
48

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

1
2 **1-07.18(4) Verification of Coverage**

3 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
4 endorsements for each policy of insurance meeting the requirements set forth herein when the
5 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
6 such verification of coverage with these insurance requirements or failure of Contracting Agency
7 to identify a deficiency from the insurance documentation provided shall not be construed as a
8 waiver of Contractor's obligation to maintain such insurance.
9

10 Verification of coverage shall include:

- 11 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
12 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
13 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit
14 a copy of any blanket additional insured clause from its policies instead of a separate
15 endorsement.
16 3. Any other amendatory endorsements to show the coverage required herein.
17 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
18 requirements – actual endorsements must be submitted.
19

20 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
21 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required
22 on this Project, a full and certified copy of that policy is required when the Contractor delivers
23 the signed Contract for the work.
24

25 **1-07.18(5) Coverages and Limits**

26 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
27 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
28 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
29 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
30

31 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
32 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
33 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
34 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-
35 insured retention shall be the responsibility of the Contractor.
36

37 **1-07.18(5)A Commercial General Liability**

38 Commercial General Liability insurance shall be written on coverage forms at least as broad as
39 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
40 operations, stop gap liability, independent contractors, products-completed operations, personal
41 and advertising injury, and liability assumed under an insured contract. There shall be no
42 exclusion for liability arising from explosion, collapse or underground property damage.
43

44 The Commercial General Liability insurance shall be endorsed to provide a per project general
45 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
46

47 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
48 completed operations for at least three years following Substantial Completion of the Work.
49

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

The purpose of the preconstruction conference will be:

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and

3. A list of material sources for approval if applicable.
Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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

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

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

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

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

1-08.1 Subcontracting
(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written

1 agreement between the Contractor and the subcontractor or between the
2 subcontractor and any lower tier subcontractor has been executed. This certification
3 shall also guarantee that these subcontract agreements include all the documents
4 required by the Special Provision Federal Agency Inspection.

5
6 A subcontractor or lower tier subcontractor will not be permitted to perform any work
7 under the contract until the following documents have been completed and submitted
8 to the Engineer:

- 9
10 1. Request to Sublet Work (WSDOT Form 421-012), and
11
12 o 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification
13 for Federal-aid Projects (WSDOT Form 420-004).
14

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

19
20 The Contractor's records pertaining to the requirements of this Special Provision shall
21 be open to inspection or audit by representatives of the Contracting Agency during the
22 life of the contract and for a period of not less than three years after the date of
23 acceptance of the contract. The Contractor shall retain these records for that period.
24 The Contractor shall also guarantee that these records of all subcontractors and lower
25 tier subcontractors shall be available and open to similar inspection or audit for the
26 same time period.

27
28 **1-08.1(7)A Payment Reporting**
29 *(January 4, 2024 APWA GSP)*
30

31 Revise this section to read: "Vacant".

32
33 **1-08.3(2)A Type A Progress Schedule**
34 *(December 30, 2022 APWA GSP)*
35

36 Revise this section to read:

37
38 The Contractor shall submit ***1*** copies of a Type A Progress Schedule no later than at the
39 preconstruction conference, or some other mutually agreed upon submittal time. The
40 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule
41 format. Regardless of which format used, the schedule shall identify the critical path. The
42 Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for
43 corrections within 15 calendar days of receiving the submittal.

44
45 **Prosecution of Work**

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

(*****)

The Contractor shall begin work No later than ***September 3, 2024***, 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*** September 3, 2024***, 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 *** twenty five (25) *** working days. Work must be complete by October 11, 2024.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages 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.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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, the formula for liquidated damages shown 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.

Measurement and Payment

1-09.2(1) General Requirements for Weighing Equipment

(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027A, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

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.

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

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

1 **1-09.9 Payments**

2 *(December 30, 2022 APWA GSP)*

4 Section 1-09.9 is revised to read:

6 The basis of payment will be the actual quantities of Work performed according to the
7 Contract and as specified for payment.

9 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
10 Preconstruction Conference, to enable the Project Engineer to determine the Work
11 performed on a monthly basis. A breakdown is not required for lump sum items that include
12 a basis for incremental payments as part of the respective Specification. Absent a lump sum
13 breakdown, the Project Engineer will make a determination based on information available.
14 The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

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

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

44 Progress payments for work performed shall not be evidence of acceptable performance or
45 an admission by the Contracting Agency that any work has been satisfactorily completed.

1 The determination of payments under the contract will be final in accordance with Section 1-
2 05.1.

3
4 Failure to perform obligations under the Contract by the Contractor may be decreed by the
5 Contracting Agency to be adequate reason for withholding any payments until compliance is
6 achieved.

7
8 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the
9 Contractor under the Contract will be paid based upon the final estimate made by the Engineer
10 and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The
11 Contractor's signature on such voucher shall be deemed a release of all claims of the
12 Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-
13 09.11 and is expressly excepted from the Contractor's certification on the Final Contract
14 Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher
15 Certification constitutes the final acceptance date (Section 1-05.12).

16
17 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
18 Certification or any other documentation required for completion and final acceptance of the
19 Contract, the Contracting Agency reserves the right to establish a Completion Date (for the
20 purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract.
21 Unilateral final acceptance will occur only after the Contractor has been provided the
22 opportunity, by written request from the Engineer, to voluntarily submit such documents. If
23 voluntary compliance is not achieved, formal notification of the impending establishment of a
24 Completion Date and unilateral final acceptance will be provided by email with delivery
25 confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar
26 days for the Contractor to submit the necessary documents. The 30 calendar day period will
27 begin on the date the email with delivery confirmation is received by the Contractor. The date
28 the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall
29 constitute the Completion Date and the final acceptance date (Section 1-05.12). The
30 reservation by the Contracting Agency to unilaterally accept the Contract will apply to
31 Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts
32 that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the
33 Contract by the Contracting Agency does not in any way relieve the Contractor of their
34 responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and
35 regulations that affect the Work under the Contract.

36
37 Payment to the Contractor of partial estimates, final estimates, and retained percentages shall
38 be subject to controlling laws.

39
40 **1-09.11(3) Time Limitation and Jurisdiction**
41 *(December 30, 2022 APWA GSP)*

42
43 Revise this section to read:

44
45 For the convenience of the parties to the Contract it is mutually agreed by the parties that all
46 claims or causes of action which the Contractor has against the Contracting Agency arising
47 from the Contract shall be brought within 180 calendar days from the date of final acceptance
48 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all
49 such claims or causes of action shall be brought only in the Superior Court of the county where

1 the Contracting Agency headquarters is located, provided that where an action is asserted
2 against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand
3 and agree that the Contractor's failure to bring suit within the time period provided, shall be a
4 complete bar to all such claims or causes of action. It is further mutually agreed by the parties
5 that when claims or causes of action which the Contractor asserts against the Contracting
6 Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the
7 Contractor shall permit the Contracting Agency to have timely access to all records deemed
8 necessary by the Contracting Agency to assist in evaluating the claims or action.
9

10 **1-09.13(3)A Arbitration General**

11
12 *(January 19, 2022 APWA GSP)*

13
14 Revise the third paragraph to read:

15
16 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
17 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
18 Superior Court of the county in which the Contracting Agency's headquarters is located,
19 provided that where claims subject to arbitration are asserted against a county, RCW
20 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
21 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the
22 Contract as a basis for decisions.
23

24 **1-09.13(4) Venue for Litigation**

25 *(December 30, 2022 APWA GSP)*

26
27 Revise this section to read:

28
29 Litigation shall be brought in the Superior Court of the county in which the Contracting
30 Agency's headquarters is located, provided that where claims are asserted against a county,
31 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed
32 by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency
33 to have timely access to all records deemed necessary by the Contracting Agency to assist in
34 evaluating the claims or action.
35

36 **Temporary Traffic Control**

37 **Traffic Control Management**

38 **General**

39
40
41
42 Section 1-10.2(1) is supplemented with the following:

43
44
45 *(October 3, 2022)*

46 The Traffic Control Supervisor shall be certified by one of the following:

47
48 The Northwest Laborers-Employers Training Trust
49 27055 Ohio Ave.
50 Kingston, WA 98346

(360) 297-3035
<https://www.nwlett.edu>

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

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

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

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

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
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Traffic Control Labor, Procedures and Devices

Traffic Control Procedures

One-way Traffic Control

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

(*****)

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

Measurement

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

2
3 Section 1-10.4(3) is supplemented with the following:

4
5 (November 2, 2022)

6 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and
7 the additional temporary traffic control items listed below. The provisions of Section 1-
8 10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

9
10 "Work Zone Safety Contingency", by force account.

11 *** Traffic Control Supervisor and Flaggers ***
12
13
14

15
16 **Division 2**
17 **Earthwork**

18
19 **Clearing, Grubbing, and Roadside Cleanup**

20
21 **Description**

22
23 Section 2-01.1 is supplemented with the following:

24
25 (March 13, 1995)

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

27
28 *** Within the limits of existing Right of Way, and construction Limits as shown on the plans. This
29 work includes the removal and trimming of all trees and/or other vegetation removal shown on
30 the plans or required to build the improvements.

31
32 The Contractor shall clear and grub as necessary to prepare the project area for grading,
33 drainage, slopes, and all other items included for construction of the Work.

34
35 The limits of clearing and grubbing shall be defined by the demolition limits as shown in the plans,
36 and shall be staked and flagged by the Contractor for approval by the Engineer prior to
37 construction. ***

38
39 **Construction Requirements**

40
41 Section 2-01.3(1) Item 1 is revised by the following:

42
43 (April 2, 2018)

- 44 1. Trees identified for removal shall be felled into the Contracting Agency right of
45 way or areas that will be cleared of vegetation.
46
47

48 **Removal of Structures and Obstructions**
49

1 **Construction Requirements**

2 3 ***Removal of Bridges, Box Culverts, and other Drainage Structures***

4
5 Section 2-02.3(2) is supplemented with the following:

6
7 **(June 26, 2000)**

8 **Removing Portions of Existing Culvert**

9 The Contractor shall remove, to the limits shown in the Plans, the existing culvert to be
10 extended.

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

13 Prevent the existing structure and associated construction materials from entering the
14 stream when removing them.

15
16 **(*****)**

17 **Requirements for Closing Road to Traffic Prior to Beginning Removal**

18 The Contractor shall not close the existing bridge to traffic, and shall not begin culvert
19 removal operations, until the following conditions are met:

- 20
21 1. The Contractor's culvert demolition plan Working Drawing submittal has been
22 processed and all comments from the Engineer have been addressed.
- 23
24 2. The Contractor has received the Engineer's acceptance of all shop drawings
25 and materials submittals for materials required for the work to be executed
26 during the closure.
- 27
28 3. The Contractor has submitted a Type 1 Working Drawing consisting of a report
29 on the status of material delivery. The report shall specify the materials already
30 available at the site, the materials yet to arrive at the site, and the scheduled
31 delivery dates of the materials yet to arrive at the site, with written verification
32 from the supplier or copies of confirmed purchase orders indicating the delivery
33 dates of the materials yet to arrive at the site.
- 34
35 4. The Contractor shall provide an updated progress schedule in accordance with
36 Section 1-08.3 confirming that the scheduled delivery of materials will meet the
37 schedule to complete the work within the allowed time. The Contractor shall
38 supplement the progress schedule with a written narrative describing the
39 assumed production rates and planned resource allocations that support the
40 bridge construction activity durations provided in the progress schedule.
- 41
42 5. The Contractor has received the Engineer's concurrence to proceed.
- 43
44

45 **2-07 Watering**

46 47 **2-07.1 Description**

48 Section 2-07.1 Description is supplemented with the following:

49
50 **(*****)**

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

6
7 The Contractor shall, at no expense to the Contracting Agency, make all necessary
8 arrangements for obtaining the water, shall ensure the quantity of suitable water is
9 available, and shall submit to the Engineer proof of water rights granted that source by
10 the Department of Ecology. The Contractor shall obtain Change Applications for an
11 existing water right holder, Temporary Permits, or other permits necessary for use of the
12 source. Use of materials from such sources will not be allowed until the source is
13 approved and authority granted for the use thereof.

14
15 **All water sources must be approved by the Engineer prior to use.**
16

17 **Construction Requirements**

18 Section 2-07.3 is supplemented with the following:
19

20 (*****)

21 **Dust Control Watering**

22 The Contractor shall control dust on the roadway during all operations, on cut and fill
23 slopes, in the embankments and waste areas, pit site access road, crushing and
24 stockpile sites, and on all haul roads during construction, including roads within the
25 waste areas and stockpile sites(s). The Contractor shall apply water or shall perform
26 other approved dust control measures whenever dust conditions are present, including
27 weekends and holidays.

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

33 34 **Division 3** 35 **Aggregate Production and Acceptance** 36

37 38 **3-04 Acceptance of Aggregate** 39

40 **3-04.1 Description** 41

42 Delete the third and fourth paragraph of Section 3-04.1 and replace it with the following:
43

44 (*****)

45 Nonstatistical evaluation will be used for the acceptance of aggregate materials.
46
47

1 **Division 4**
2 **Bases**

3
4 **Construction Requirements**

5
6 **4-04.3(1) Equipment**

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

8
9 (*****)

10 All equipment necessary for the satisfactory performance of this construction shall
11 be on the project and approved by the Engineer prior to beginning work. The
12 Contractor will be required to demonstrate that equipment of sufficient size,
13 number, and reliability has been provided to meet the project schedule submitted
14 by the Contractor, if requested by the Engineer.
15
16

17 **Division 5**
18 **Surface Treatments and Pavements**

19
20 **5-04 Hot Mix Asphalt**
21 *(January 31, 2023 APWA GSP)*
22

23 Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:
24

25 **5-04.1 Description**

26 This Work shall consist of providing and placing one or more layers of plant-mixed hot mix
27 asphalt (HMA) on a prepared foundation or base in accordance with these Specifications
28 and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The
29 manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with
30 these Specifications. WMA processes include organic additives, chemical additives, and
31 foaming.
32

33 HMA shall be composed of asphalt binder and mineral materials as may be required, mixed
34 in the proportions specified to provide a homogeneous, stable, and workable mixture.
35

36 **5-04.2 Materials**

37 Materials shall meet the requirements of the following sections:

38	Asphalt Binder	9-02.1(4)
39	Cationic Emulsified Asphalt	9-02.1(6)
40	Anti-Stripping Additive	9-02.4
41	HMA Additive	9-02.5
42	Aggregates	9-03.8
43	Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
44	Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
45	Mineral Filler	9-03.8(5)
46	Recycled Material	9-03.21
47		

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

7
8 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of
9 HMA. The RAP may be from pavements removed under the Contract, if any, or pavement
10 material from an existing stockpile.

11
12 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
13 sampling or testing of the RAP.

14
15 If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the
16 WSDOT Qualified Products List (QPL).

17
18 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder
19 from different sources is not permitted.

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

25
26 Production of aggregates shall comply with the requirements of Section 3-01.
27 Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates
28 from stockpiles shall comply with the requirements of Section 3-02.

29
30 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

31 If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List
32 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
33

34 **5-04.2(1)A Vacant**
35

36 **5-04.2(2) Mix Design - Obtaining Project Approval**

37 No paving shall begin prior to the approval of the mix design by the Engineer.
38

39 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA in
40 the Contract documents.

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

1 Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation
2 will be excluded from the quantities used in the determination of nonstatistical evaluation.

3
4 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the Contractor shall
5 provide one of the following mix design verification certifications for Contracting Agency
6 review;
7

- 8 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of
9 the mix design verification certifications listed below.
- 10 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
11 certification (stamp & signature) of a valid licensed Washington State Professional
12 Engineer.
- 13 • The Mix Design Report for the proposed HMA mix design developed by a qualified
14 City or County laboratory that is within one year of the approval date.

15
16 The mix design shall be performed by a lab accredited by a national authority such as
17 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction
18 Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program
19 (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency
20 sample program.

21
22 Mix designs for HMA accepted by Nonstatistical evaluation shall:
23

- 24 • Be designed for ***\$1\$\$*** million equivalent single axle loads (ESALs).
- 25 • Have the aggregate structure and asphalt binder content determined in accordance
26 with WSDOT Standard Operating Procedure 732 and meet the requirements of
27 Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the
28 discretion of the Engineer, and 9-03.8(6).
- 29 • Have anti-strip requirements, if any, for the proposed mix design determined in
30 accordance with AASHTO T 283 or T 324 or based on historic anti-strip and
31 aggregate source compatibility from previous WSDOT lab testing.
32

33 At the discretion of the Engineer, agencies may accept verified mix designs older than 12
34 months from the original verification date with a certification from the Contractor that the
35 materials and sources are the same as those shown on the original mix design.
36

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

42
43 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design
44 level of ESALs appropriate for the required use.
45

46 **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.

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

4
5 All costs in connection with performing the Work in accordance with these requirements,
6 except the cost of temporary pavement markings, shall be included in the unit Contract
7 prices for the various Bid items involved in the Contract.

8 9 **5-04.3(3) Equipment**

10 11 **5-04.3(3)A Mixing Plant**

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

- 13
14 **1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt
15 binder shall be equipped to heat and hold the material at the required temperatures.
16 The heating shall be accomplished by steam coils, electricity, or other approved
17 means so that no flame shall be in contact with the storage tank. The circulating
18 system for the asphalt binder shall be designed to ensure proper and continuous
19 circulation during the operating period. A valve for the purpose of sampling the
20 asphalt binder shall be placed in either the storage tank or in the supply line to the
21 mixer.
- 22
23 **2. Thermometric Equipment** – An armored thermometer, capable of detecting
24 temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder
25 feed line at a location near the charging valve at the mixer unit. The thermometer
26 location shall be convenient and safe for access by Inspectors. The plant shall also
27 be equipped with an approved dial-scale thermometer, a mercury actuated
28 thermometer, an electric pyrometer, or another approved thermometric instrument
29 placed at the discharge chute of the drier to automatically register or indicate the
30 temperature of the heated aggregates. This device shall be in full view of the plant
31 operator.
- 32
33 **3. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed
34 the maximum recommended by the asphalt binder manufacturer nor shall it be below
35 the minimum temperature required to maintain the asphalt binder in a homogeneous
36 state. The asphalt binder shall be heated in a manner that will avoid local variations
37 in heating. The heating method shall provide a continuous supply of asphalt binder to
38 the mixer at a uniform average temperature with no individual variations exceeding
39 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature
40 of the asphalt binder shall not exceed the maximum recommended by the
41 manufacturer of the WMA additive.
- 42
43 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped
44 with a mechanical sampler for the sampling of the mineral materials. The mechanical
45 sampler shall meet the requirements of Section 1-05.6 for the crushing and
46 screening operation. The Contractor shall provide for the setup and operation of the
47 field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

1
2 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the
3 following methods:
4

- 5 a. A mechanical sampling device attached to the HMA plant.
6
7 b. Platforms or devices to enable sampling from the hauling vehicle without
8 entering the hauling vehicle.
9

10 **5-04.3(3)B Hauling Equipment**

11 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a
12 cover of canvas or other suitable material of sufficient size to protect the mixture from
13 adverse weather. Whenever the weather conditions during the work shift include, or are
14 forecast to include precipitation or an air temperature less than 45°F or when time from
15 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the
16 HMA.
17

18 The Contractor shall provide an environmentally benign means to prevent the HMA mixture
19 from adhering to the hauling equipment. Excess release agent shall be drained prior to filling
20 hauling equipment with HMA. Petroleum derivatives or other coating material that
21 contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks,
22 the conveyor shall be in operation during the process of applying the release agent.
23

24 **5-04.3(3)C Pavers**

25 HMA pavers shall be self-contained, power-propelled units, provided with an internally
26 heated vibratory screed and shall be capable of spreading and finishing courses of HMA
27 plant mix material in lane widths required by the paving section shown in the Plans.
28

29 The HMA paver shall be in good condition and shall have the most current equipment
30 available from the manufacturer for the prevention of segregation of the HMA mixture
31 installed, in good condition, and in working order. The equipment certification shall list the
32 make, model, and year of the paver and any equipment that has been retrofitted.
33

34 The screed shall be operated in accordance with the manufacturer's recommendations and
35 shall effectively produce a finished surface of the required evenness and texture without
36 tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's
37 recommendations shall be provided upon request by the Contracting Agency. Extensions
38 will be allowed provided they produce the same results, including ride, density, and surface
39 texture as obtained by the primary screed. Extensions without augers and an internally
40 heated vibratory screed shall not be used in the Traveled Way.
41

42 When specified in the Contract, reference lines for vertical control will be required. Lines
43 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal
44 control utilizing the reference line will be permitted. The grade and slope for intermediate
45 lanes shall be controlled automatically from reference lines or by means of a mat
46 referencing device and a slope control device. When the finish of the grade prepared for

1 paving is superior to the established tolerances and when, in the opinion of the Engineer,
2 further improvement to the line, grade, cross-section, and smoothness can best be achieved
3 without the use of the reference line, a mat referencing device may be substituted for the
4 reference line. Substitution of the device will be subject to the continued approval of the
5 Engineer. A joint matcher may be used subject to the approval of the Engineer. The
6 reference line may be removed after the completion of the first course of HMA when
7 approved by the Engineer. Whenever the Engineer determines that any of these methods
8 are failing to provide the necessary vertical control, the reference lines will be reinstalled by
9 the Contractor.

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

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

17
18 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

19 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval,
20 unless otherwise required by the Contract.

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

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

30
31 To be approved for use, an MTV:

- 32
- 33 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
 - 34
 - 35 2. Shall not be connected to the hauling vehicle or paver.
 - 36
 - 37 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
 - 38
 - 39 4. Shall mix the HMA after delivery by the hauling equipment and prior to placement
 - 40 into the paving machine.
 - 41
 - 42 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
 - 43 mixture.
 - 44

45 To be approved for use, an MTD:

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

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved

1 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the
2 existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate
3 between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application
4 shall be approved by the Engineer. A heavy application of tack coat shall be applied to all
5 joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces
6 that will be paved during the same working shift. The spreading equipment shall be
7 equipped with a thermometer to indicate the temperature of the tack coat material.

8
9 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the
10 Contractor's operation damages the tack coat it shall be repaired prior to placement of the
11 HMA.

12
13 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
14 emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to
15 one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may
16 be applied uniformly at the specified rate of application and shall not exceed the maximum
17 temperature recommended by the emulsified asphalt manufacturer.

18 19 **5-04.3(4)A Crack Sealing**

20 When the Proposal includes a pay item for crack sealing, seal cracks in accordance with
21 Section 5-03.

22 23 **5-04.3(4)B Vacant**

24 25 **5-04.3(4)C Pavement Repair**

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

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

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

1 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
2 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with
3 the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical
4 tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

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

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

1 **5-04.3(7) Spreading and Finishing**

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

6

7 HMA Class 1"	0.35 feet
8 HMA Class ¾" and HMA Class ½"	
9 wearing course	0.30 feet
10 other courses	0.35 feet
11 HMA Class ⅜"	0.15 feet

12

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

16

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

22

23 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

28

29 **5-04.3(9) HMA Mixture Acceptance**

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

31

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

34

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

5 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by
6 adding the tolerances below to the approved JMF values. These values will also
7 be the Upper Specification Limit (USL) and Lower Specification Limit (LSL)
8 required in Section 1-06.2(2)D2
9

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

10
11 For Aggregates in the mixture:

- 12
13 a. First, determine preliminary upper and lower acceptance limits by applying the
14 following tolerances to the approved JMF.
15

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

- 16
17 b. Second, adjust the preliminary upper and lower acceptance limits determined
18 from step (a) the minimum amount necessary so that none of the aggregate
19 properties are outside the control points in Section 9-03.8(6). The resulting
20 values will be the upper and lower acceptance limits for aggregates, as well
21 as the USL and LSL required in Section 1-06.2(2)D2.
22

- 23 **2. Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt
24 binder content of the JMF requires approval of the Engineer. Adjustments to the JMF
25 will only be considered if the change produces material of equal or better quality and
26 may require the development of a new mix design if the adjustment exceeds the
27 amounts listed below.
28

- 29 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the
30 No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for
31 the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the
32 range of the control points in Section 9-03.8(6).
33

- 34 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
35 asphalt binder content. The maximum adjustment from the approved mix design
36 for the asphalt binder content shall be 0.3 percent.
37

38 **5-04.3(9)A Vacant**
39

1 **5-04.3(9)B Vacant**

2
3 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

6
7 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

13
14 All of the test results obtained from the acceptance samples from a given lot shall be
15 evaluated collectively. If the Contractor requests a change to the JMF that is approved, the
16 material produced after the change will be evaluated on the basis of the new JMF for the
17 remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in
18 progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the
19 Engineer is satisfied that material conforming to the Specifications can be produced.

20
21 Sampling and testing for evaluation shall be performed on the frequency of one sample per
22 subplot.

23
24 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

30
31 Sampling and testing HMA in a structural application where quantities are less than 400 tons
32 is at the discretion of the Engineer.

33
34 For HMA used in a structural application and with a total project quantity less than 800 tons
35 but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases,
36 a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of
37 the three samples will be tested for conformance to the JMF:

- 38
39
 - 40 • If the test results are found to be within specification requirements, additional testing
41 will be at the Engineer's discretion.
 - 42 • If test results are found not to be within specification requirements, additional testing
43 of the remaining samples to determine a CPF shall be performed.

44
45 **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 CPF using the following price adjustment factors:

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

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 CPF.

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

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

10
11 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

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

27
28 If a constituent is not measured in accordance with these Specifications, its individual pay
29 factor will be considered 1.00 in calculating the CPF.

30
31 **5-04.3(10) HMA Compaction Acceptance**

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

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

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

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

9
10 If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the
11 Contractor in the presence of the Engineer on the same day the mix is placed and at
12 locations designated by the Engineer. If the Contract does not include the Bid item
13 "Roadway Core", the Contracting Agency will obtain the cores.

14
15 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's
16 request after the Engineer is satisfied that material conforming to the Specifications can be
17 produced.

18
19 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
20 other than those listed above shall be compacted on the basis of a test point evaluation of
21 the compaction train. The test point evaluation shall be performed in accordance with
22 instructions from the Engineer. The number of passes with an approved compaction train,
23 required to attain the maximum test point density, shall be used on all subsequent paving.

24
25 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel
26 rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the
27 Engineer.

28 29 **Test Results**

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

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

1 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

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

15
16 **5-04.3(10)B HMA Compaction - Cyclic Density**

17 Low cyclic density areas are defined as spots or streaks in the pavement that are less than
18 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer
19 may evaluate the HMA pavement for low cyclic density, and when doing so will follow
20 WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-
21 foot section with two or more density readings below 90 percent of the theoretical maximum
22 density.

23
24 **5-04.3(10)C Vacant**

25
26 **5-04.3(10)D HMA Nonstatistical Compaction**

27
28 **5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots**

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

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

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

42
43 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
44 other than those listed above shall be compacted on the basis of a test point evaluation of
45 the compaction train. The test point evaluation shall be performed in accordance with

1 instructions from the Engineer. The number of passes with an approved compaction train,
2 required to attain the maximum test point density, shall be used on all subsequent paving.

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

6
7 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

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

10
11 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

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

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

28
29 **5-04.3(11) Reject Work**

30
31 **5-04.3(11)A Reject Work General**

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

38
39 **5-04.3(11)B Rejection by Contractor**

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

43
44 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

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

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

18 19 **5-04.3(11)D Rejection - A Partial Sublot**

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

26 27 **5-04.3(11)E Rejection - An Entire Sublot**

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

32 33 **5-04.3(11)F Rejection - A Lot in Progress**

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

- 37
38 1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no
39 corrective action, or
40 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95
41 and the Contractor is taking no corrective action, or
42 3. When either the PF for any constituent or the CPF of a lot in progress is less than
43 0.75.

44 45 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

1
2 **5-04.3(12) Joints**

3
4 **5-04.3(12)A HMA Joints**

5
6 **5-04.3(12)A1 Transverse Joints**

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

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

21
22 The material that is cut away shall be wasted and new mix shall be laid against the cut.
23 Rollers or tamping irons shall be used to seal the joint.
24

25 **5-04.3(12)A2 Longitudinal Joints**

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

35 **5-04.3(12)B Bridge Paving Joint Seals**

36 Bridge Paving Joint Seals shall be in accordance with Section 5-03.
37

38 **5-04.3(13) Surface Smoothness**

39 The completed surface of all courses shall be of uniform texture, smooth, uniform as to
40 crown and grade, and free from defects of all kinds. The completed surface of the wearing
41 course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed
42 on the surface parallel to the centerline. The transverse slope of the completed surface of
43 the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse
44 slope shown in the Plans.
45

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

- 3
4 1. Removal of material from high places by grinding with an approved grinding machine,
5 or
6
- 7 2. Removal and replacement of the wearing course of HMA, or
8
- 9 3. By other method approved by the Engineer.

10
11 Correction of defects shall be carried out until there are no deviations anywhere greater than
12 the allowable tolerances.

13
14 Deviations in excess of the above tolerances that result from a low place in the HMA and
15 deviations resulting from a high place where corrective action, in the opinion of the
16 Engineer, will not produce satisfactory results will be accepted with a price adjustment. The
17 Engineer shall deduct from monies due or that may become due to the Contractor the sum
18 of \$500.00 for each and every section of single traffic lane 100 feet in length in which any
19 excessive deviations described above are found.

20
21 When utility appurtenances such as manhole covers and valve boxes are located in the
22 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to
23 paving. This requirement may be waived when requested by the Contractor, at the
24 discretion of the Engineer or when the adjustment details provided in the project plan or
25 specifications call for utility appurtenance adjustments after the completion of paving.

26
27 Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-
28 Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the
29 Engineer prior to the start of paving.

30 31 **5-04.3(14) Planing Bituminous Pavement**

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

35
36 Where planing an existing pavement is specified in the Contract, the Contractor must
37 remove existing surfacing material and to reshape the surface to remove irregularities. The
38 finished product must be a prepared surface acceptable for receiving an HMA overlay.

39
40 Use the cold milling method for planing unless otherwise specified in the Contract. Do not
41 use the planer on the final wearing course of new HMA.

42
43 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
44 damage the surface which is to remain. The finished planed surface must be slightly
45 grooved or roughened and must be free from gouges, deep grooves, ridges, or other

1 imperfections. The Contractor must repair any damage to the surface by the Contractor's
2 planing equipment, using an Engineer approved method.

3
4 Repair or replace any metal castings and other surface improvements damaged by planing,
5 as determined by the Engineer.

6
7 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
8 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
9 course. The dimensions of the wedge must be as shown on the Drawings or as specified by
10 the Engineer.

11
12 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet
13 lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with
14 vertical faces 2 inches or more in height, producing a smooth transition to the existing
15 adjoining pavement.

16
17 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
18 Contract, patched and preleveled.

19
20 The Engineer may direct additional depth planing. Before performing this additional depth
21 planing, the Contractor must conduct a hidden metal in pavement detection survey as
22 specified in Section 5-04.3(14)A.

23 24 **5-04.3(14)A Pre-Planing Metal Detection Check**

25 Before starting planing of pavements, and before any additional depth planing required by
26 the Engineer, the Contractor must conduct a physical survey of existing pavement to be
27 planed with equipment that can identify hidden metal objects.

28
29 Should such metal be identified, promptly notify the Engineer.

30
31 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
32 hidden in pavement.

33
34 The Contractor is solely responsible for any damage to equipment resulting from the
35 Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's
36 failure to notify the Engineer of any hidden metal that is detected.

37 38 **5-04.3(14)B Paving and Planing Under Traffic**

39 40 **5-04.3(14)B1 General**

41 In addition, the requirements of Section 1-07.23 and the traffic controls required in Section
42 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor
43 must comply with the following:

- 44
45 1. Intersections:

1
2 a. Keep intersections open to traffic at all times, except when paving or planing
3 operations through an intersection requires closure. Such closure must be kept to
4 the minimum time required to place and compact the HMA mixture, or plane as
5 appropriate. For paving, schedule such closure to individual lanes or portions
6 thereof that allows the traffic volumes and schedule of traffic volumes required in
7 the approved traffic control plan. Schedule work so that adjacent intersections are
8 not impacted at the same time and comply with the traffic control restrictions
9 required by the Traffic Engineer. Each individual intersection closure or partial
10 closure must be addressed in the traffic control plan, which must be submitted to
11 and accepted by the Engineer, see Section 1-10.2(2).

12
13 b. When planing or paving and related construction must occur in an intersection,
14 consider scheduling and sequencing such work into quarters of the intersection, or
15 half or more of an intersection with side street detours. Be prepared to sequence
16 the work to individual lanes or portions thereof.

17
18 c. Should closure of the intersection in its entirety be necessary, and no trolley
19 service is impacted, keep such closure to the minimum time required to place and
20 compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

21
22 d. Any work in an intersection requires advance warning in both signage and a
23 number of Working Days advance notice as determined by the Engineer, to alert
24 traffic and emergency services of the intersection closure or partial closure.

25
26 e. Allow new compacted HMA asphalt to cool to ambient temperature before any
27 traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval
28 has been obtained from the Engineer.

29
30 2. Temporary centerline marking, post-paving temporary marking, temporary stop
31 bars, and maintaining temporary pavement marking must comply with Section 8-
32 23.

33
34 3. Permanent pavement marking must comply with Section 8-22.

35 36 **5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan**

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

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

5
6 When intersections will be partially or totally blocked, provide adequately sized and
7 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in
8 advance. The traffic control plan must show where police officers will be stationed when
9 signalization is or may be, countermanded, and show areas where flaggers are proposed.

10
11 At a minimum, the planing and the paving plan must include:

- 12
13 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each
14 day's traffic control as it relates to the specific requirements of that day's planing and
15 paving. Briefly describe the sequencing of traffic control consistent with the proposed
16 planing and paving sequence, and scheduling of placement of temporary pavement
17 markings and channelizing devices after each day's planing, and paving.
- 18
19 2. A copy of each intersection's traffic control plan.
- 20
21 3. Haul routes from supplier facilities, and locations of temporary parking and staging
22 areas, including return routes. Describe the complete round trip as it relates to the
23 sequencing of paving operations.
- 24
25 4. Names and locations of HMA supplier facilities to be used.
- 26
27 5. List of all equipment to be used for paving.
- 28
29 6. List of personnel and associated job classification assigned to each piece of paving
30 equipment.
- 31
32 7. Description (geometric or narrative) of the scheduled sequence of planing and of
33 paving and intended area of planing and of paving for each day's work, must include
34 the directions of proposed planing and of proposed paving, sequence of adjacent
35 lane paving, sequence of skipped lane paving, intersection planing and paving
36 scheduling and sequencing, and proposed notifications and coordinations to be
37 timely made. The plan must show HMA joints relative to the final pavement marking
38 lane lines.
- 39
40 8. Names, job titles, and contact information for field, office, and plant supervisory
41 personnel.
- 42
43 9. A copy of the approved Mix Designs.
- 44
45 10. Tonnage of HMA to be placed each day.

1
2 11. Approximate times and days for starting and ending daily operations.
3

4 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

5 At least 2 Working Days before the first paving operation and the first planing operation, or
6 as scheduled by the Engineer for future paving and planing operations to ensure the
7 Contractor has adequately prepared for notifying and coordinating as required in the
8 Contract, the Contractor must be prepared to discuss that day's operations as they relate to
9 other entities and to public safety and convenience, including driveway and business
10 access, garbage truck operations, transit operations and working around energized
11 overhead wires, school and nursing home and hospital and other accesses, other
12 Contractors who may be operating in the area, pedestrian and bicycle traffic, and
13 emergency services. The Contractor, and Subcontractors that may be part of that day's
14 operations, must meet with the Engineer and discuss the proposed operation as it relates to
15 the submitted planing plan and paving plan, approved traffic control plan, and public
16 convenience and safety. Such discussion includes, but is not limited to:

17
18 1. General for both the Paving and Planing:

- 19
20 a. The actual times of starting and ending daily operations.
21
22 b. In intersections, how to break up the intersection, and address traffic control and
23 signalization for that operation, including use of peace officers.
24
25 c. The sequencing and scheduling of paving operations and of planing operations, as
26 applicable, as it relates to traffic control, public convenience and safety, and other
27 Contractors who may operate in the Project limits.
28
29 d. Notifications required of Contractor activities and coordinating with other entities
30 and the public as necessary.
31
32 e. Description of the sequencing of installation and types of temporary pavement
33 markings as it relates to planning and paving.
34
35 f. Description of the sequencing of installation of, and the removal of, temporary
36 pavement patch material around exposed castings and as may be needed.
37
38 g. Description of procedures and equipment to identify hidden metal in the pavement,
39 such as survey monumentation, monitoring wells, streetcar rail, and castings,
40 before planing as per Section 5-04.3(14)B2.
41
42 h. Description of how flaggers will be coordinated with the planing, paving, and
43 related operations.
44

- i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

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

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

1 Pavement repair excavation will be measured by the square yard of surface marked prior to
2 excavation.

3
4 Planing bituminous pavement will be measured by the square yard.

5
6 **5-04.5 Payment**

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

8
9 "HMA Cl. ____ PG ____", per ton.

10
11 "HMA for Approach Cl. ____ PG ____", per ton.

12
13 "HMA for Preleveling Cl. ____ PG ____", per ton.

14
15 "HMA for Pavement Repair Cl. ____ PG ____", per ton.

16
17 "Commercial HMA", per ton.

18
19 The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____
20 PG ____", "HMA for Preleveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG
21 ____", and "Commercial HMA" shall be full compensation for all costs, including anti-
22 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
23 costs included in other items which are included in this Subsection and which are
24 included in the Proposal.

25
26
27 "Pavement Repair Excavation Incl. Haul", per square yard.

28
29 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
30 shall be full payment for all costs incurred to perform the Work described in Section 5-
31 04.3(4) with the exception, however, that all costs involved in the placement of HMA
32 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
33 PG ____", per ton.

34
35 "Asphalt for Prime Coat", per ton.

36
37 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
38 costs incurred to obtain, provide and install the material in accordance with Section 5-
39 04.3(4).

40
41 "Prime Coat Agg.", per cubic yard, or per ton.

1 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
2 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
3 aggregate in the quantities required by the Engineer.

4
5 "Planing Bituminous Pavement", per square yard.

6
7 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
8 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

9
10 "Job Mix Compliance Price Adjustment", by calculation.

11
12 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
13 Section 5-04.3(9)C6.

14
15 "Compaction Price Adjustment", by calculation.

16
17 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
18 04.3(10)D3.

19
20 "Roadway Core", per each.

21
22 The Contractor's costs for all Work associated with the coring (e.g., traffic control) shall
23 be incidental and included in the unit Bid price per each.

24
25 "Cyclic Density Price Adjustment", by calculation.

26
27 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
28 5-04.3(10)B.

29
30 **Division 8**
31 **Miscellaneous Construction**

32
33
34 **Erosion Control and Water Pollution Control**

35
36 **Construction Requirements**

37
38 ***Seeding, Fertilizing and Mulching***

39
40 **Seeding and Fertilizing**

41
42 Section 8-01.3(2)B is supplemented with the following:

43
44 (*****)

1 The limits of seeding, fertilizing and mulching on cut slopes shall be from 3 feet above
2 the back of the constructed ditch line (as measured on slope) to top of cut and for fill
3 slopes shall be from finish subgrade shoulder to toe of slope. All disturbed areas within
4 the Right-of-Way or Permit Area. All other areas as determined by the Engineer.

5
6 (*****)

7 The seed and fertilizer will be mixed fifty/fifty by volume before application and placed at
8 a rate of 50 (fifty) pounds per acre.

9
10 The Contractor shall use the seed mix identified in Section 9-14.2 of the Special
11 Provisions.

12
13 The Contractor shall use the fertilizer identified in Section 9-14.3 of the Special
14 Provisions.

15
16 The Contractor shall use the mulch identified in Section 9-14.4 of the Special Provisions.

17 ***Roadside Restoration***

18 19 **Plant Materials**

20
21 Section 8-02 is supplemented with the following:

22
23 (*****)

24 Contractor shall plant trees at the locations shown on plans sheet 6 of 10.

25
26 (*****)

27 Contractor shall plant materials according to Section 9-14.7 of the Special Provisions.

28
29
30 (*****)

31 **Stream Diversion and Dewatering**

32 33 **Description**

34 This Work consists of the construction and maintenance of a stream diversion
35 system and dewatering, if needed, to direct stream flow through or around the work
36 areas to isolate them from water.

37 **Construction Requirements**

38 Prior to the Work, the Contractor shall submit a Stream Diversion and Dewatering
39 plan to the Engineer for review and approval. The Contractor shall follow all
40 provisions in the permits as provided in the appendices.

41 The Contractor shall use a cofferdam, bypass, or similar structure to isolate the
42 work area from the stream flow. The Contractor shall review the Hydraulic Project
43 Approval Report in **Appendix A**. The Contractor shall route construction water to
44 an upland area where fine sediment and other contaminants shall be removed
45 before discharging to the waters of the state.
46

Before removing stream diversion, all bank protection shall be completed. Water down the installed riprap to ensure that all fines are settled into the substrate. Return flow slowly to the in-water work area to prevent the downstream release of sediment laden water.

Upon completion of the project, all material used in the stream diversion shall be removed from the site and the site streambed and banks returned to pre-project conditions.

Payment

Payment shall be made in accordance with Section 1-04.1, for the following Bid items included in the Proposal:

" Temporary Stream Diversion", lump sum.

Division 9 Materials

Erosion Control and Roadside Planting

Seed

Section 9-14.2 is supplemented with the following:

(*****)

The Contractor shall use the following approved mix for application on this project. Seed mix shall be certified weed-free.

Kind and variety of Seed in mixture	% By Weight (approx.)
--	--------------------------

Panhandle Dry Site Mix Containing*:**

Crusted Wheat	30
Hard Fescue	20
Fawn Tall Fescue	20
Annual Rye Grass	20
Sodar Stream Bank Wheat Grass	05
Ruebens Canada Blue Grass	05

Minimum % Pure Seed = 95%

Average % Germination = 91%

***Panhandle Dry Site mix shall be applied on all areas of the project requiring seeding per Section 8-01.3(2) as supplemented by the Special Provisions at the rate identified in Section 8-01.3(2)B as supplemented by the Special Provisions.

Fertilizer

Section 9-14.3 is supplemented with the following:

(*****)

The fertilizer used shall be Triple 16 containing:

16% Nitrogen

16% Phosphorous

16% Potassium

Triple 16 fertilizer shall be applied on all areas within the project limits identified in Section 8-01.3(2) as supplemented by the Special Provisions at the rate identified in Section 8-01.3(2)B as supplemented by the Special Provisions.

Mulch and Amendments

Section 9-14.4 is supplemented with the following:

(*****)

Mulch shall be "Moderate – Term Mulch" as specified in 9-14.4(2)B Moderate – Term Mulch in the Standard Specification.

Erosion Control and Roadside Planting

Plant Materials

Section 9-14.7 is supplemented with the following:

Construction Requirements

(*****)

Contractor shall plant thirty (30) Pacific Willow and thirty (30) Red Osier Dogwood as shown in plans, all in accordance with Section 9-14.7 in Standard Specifications.

Payment

Payment shall be made in accordance with Section 1-04.1, for the following Bid items included in the Proposal:

" Plant Selection", EACH.

Appendices (January 2, 2012)

The following appendices are attached and made a part of this contract:

APPENDIX A:

Hydraulic Project Approval (Permit Number 2024-2-39+01)

(February 26, 2024)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the 1/2 inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-90.40

Valve Detail – DELETED

C-60.10

Sheet 1 of 2, Side view, add new callout pointing to the outer edges of the 3" x 12" lifting slots at bottom of barrier. New callout reads "PERMISSIBLE 3/4" CHAMFER."

Sheet 1 of 2, Side view, add 2-inch diameter lifting holes centered 32" from each end of the barrier and 15" from the top face (2 lifting holes total). Add new callout pointing to the new lifting holes. New callout reads "PERMISSIBLE 2" DIAM. LIFTING HOLE"

C-85.11

On Section B, the callout "3" EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)" is revised to read "3" EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)"

1
2 D-3.10

3 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER.
4 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to
5 read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
6 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE
7 THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read;
8 “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
9

10 D-3.11

11 Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)
12 OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15
13 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE
14 CONTRACT PLANS)

15 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB
16 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE
17 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE
18 APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
19

20 D-10.10

21 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
22 barriers attached on top of the wall are considered non-standard and shall be designed in
23 accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated
24 in the 11/3/15 Bridge Design memorandum.
25

26 D-10.15

27 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
28 barriers attached on top of the wall are considered non-standard and shall be designed in
29 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
30 Design memorandum.
31

32 D-10.30

33 Wall Type 5 may be used in all cases.
34

35 D-10.35

36 Wall Type 6 may be used in all cases.
37

38 D-10.40

39 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
40 barriers attached on top of the wall are considered non-standard and shall be designed in
41 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
42 Design memorandum.
43

44 D-10.45

45 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
46 barriers attached on top of the wall are considered non-standard and shall be designed in
47 accordance with the current WSDOT BDM and the revisions stated in the revisions stated in
48 the 11/3/15 Bridge Design memorandum.
49

50 F-10.18

Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3'." - DELETED

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

1 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
2 revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
3

4 J-21.15

5 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE
6 ~ 1 1/2" (IN) DIAM.
7

8 J-21.16

9 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE
10

11 J-22.15

12 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
13 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE
14 ~ 1 1/2" (IN) DIAM.
15

16 J-40.10

17 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT
18 WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S.
19 FLAT WASHER"
20

21 J-40.36

22 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised
23 to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled)
24 for the cover.
25

26 J-40.37

27 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised
28 to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled)
29 for the cover.
30

31 J-75.20

32 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands",
33 add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel
34 ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated
35 hardware."
36

37 J-75.55

38 Notes, Note A1, Revise reference, was - G-90.29, should be - G-90.20.
39

40 L-5.10

41 Sheet 1, General Note 8, third sentence - was; "For traffic barrier having no deflection
42 distance, the fence shall be placed a minimum horizontal distance of 3' - 6' as measured
43 from the top front face of the barrier." Is revised to read; "For traffic barrier having no deflection
44 distance, the fence shall be placed a minimum horizontal distance of 2' - 6" as measured
45 from the top front face of the barrier."
46

47 Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout - "128 deg." is revised
48 to read: "123 deg.", callout - "51 deg." is revised to read: "57 deg."
49

50 M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00	8/7/07	A-30.35-00	10/12/07	A-50.10-01	8/17/21
A-10.20-00	10/5/07	A-40.00-01	7/6/22	A-50.40-01	8/17/21
A-10.30-00	10/5/07	A-40.10-04	7/31/19	A-60.10-03	12/23/14
A-20.10-00	8/31/07	A-40.15-00	8/11/09	A-60.20-03	12/23/14
A-30.10-00	11/8/07	A-40.20-04	1/18/17	A-60.30-01	6/28/18
A-30.30-01	6/16/11	A-40.50-03	9/12/23	A-60.40-00	8/31/07

B-5.20-03	9/9/20	B-30.50-03	2/27/18	B-75.20-03	8/17/21
B-5.40-02	1/26/17	B-30.60-00	9/9/20	B-75.50-02	3/15/22
B-5.60-02	1/26/17	B-30.40-03	2/27/18	B-70.60-01	1/26/17
B-10.20-03	8/23/23	B-30.70-04	2/27/18	B-75.60-00	6/8/06
B-10.40-02	8/17/21	B-30.80-01	2/27/18	B-80.20-00	6/8/06
B-10.70-03	8/23/23	B-30.90-02	1/26/17	B-80.40-00	6/1/06
B-15.20-01	2/7/12	B-35.20-00	6/8/06	B-85.10-01	6/10/08
B-15.40-01	2/7/12	B-35.40-01	8/23/23	B-85.20-00	6/1/06
B-15.60-02	1/26/17	B-40.20-00	6/1/06	B-85.30-00	6/1/06
B-20.20-02	3/16/12	B-40.40-02	1/26/17	B-85.40-00	6/8/06
B-20.40-04	2/27/18	B-45.20-01	7/11/17	B-85.50-01	6/10/08
B-20.60-03	3/15/12	B-45.40-01	7/21/17	B-90.10-00	6/8/06
B-25.20-02	2/27/18	B-50.20-00	6/1/06	B-90.20-00	6/8/06
B-25.60-03	8/23/23	B-55.20-03	8/17/21	B-90.30-00	6/8/06
B-30.05-00	9/9/20	B-60.20-02	9/9/20	B-90.40-01	1/26/17
B-30.10-03	2/27/18	B-60.40-01	2/27/18	B-90.50-00	6/8/06
B-30.15-00	2/27/18	B-65.20-01	4/26/12	B-95.20-02	8/17/21
B-30.20-04	2/27/18	B-65.40-00	6/1/06	B-95.40-01	6/28/18
B-30.30-03	2/27/18	B-70.20-01	3/15/22		

C-1	9/8/22	C-22.40-10	10/16/23	C-60.70-01	9/8/22
C-1b	10/12/23	C-22.45-06	9/8/22	C-60.80-01	9/8/22
C-1d	10/31/03	C-23.70-01	10/16/23	C-70.15-00	8/17/21
C-2c	8/12/19	C-24.10-04	10/16/23	C-70.10-04	10/16/23
C-4f	8/12/19	C-24.15-00	3/15/22	C-75.10-02	9/16/20
C-6a	9/8/22	C-25.20-07	8/20/21	C-75.20-03	8/20/21
C-7	9/8/22	C-25.22-06	8/20/21	C-75.30-03	8/20/21
C-7a	9/8/22	C-25.26-05	8/20/21	C-80.10-03	10/16/23
C-20.10-09	10/12/23	C-25.30-01	8/20/21	C-80.20-01	6/11/14
C-20.14-05	9/8/22	C-25.80-05	8/12/19	C-80.30-02	8/20/21
C-20.15-03	10/12/23	C-60.10-03	10/16/23	C-80.40-01	6/11/14
C-20.18-04	9/8/22	C-60.15-00	8/17/21	C-85.10-00	4/8/12
C-20.40-10	10/12/23	C-60.20-01	9/8/22	C-85.11-01	9/16/20
C-20.41-04	8/22/22	C-60.30-01	8/17/21	C-85.15-03	10/17/23
C-20.42-06	10/12/23	C-60.40-00	8/17/21	C-85.18-03	9/8/22

	C-20.43-00 8/22/22	C-60.45-00..... 8/17/21	C-81.10-009/12/23
	C-20.45-03 9/8/22	C-60.50-00..... 8/17/21	C-81.15-009/12/23
	C-22.16-08 10/17/23	C-60.60-00..... 8/17/21	
1	D-2.36-03 6/11/14	D-3.11-036/11/14	D-10.25-018/7/19
	D-2.46-02 8/13/21	D-4.....12/11/98	D-10.30-007/8/08
	D-2.84-00 11/10/05	D-6..... 6/19/98	D-10.35-007/8/08
	D-2.92-01 4/26/22	D-10.10-01..... 12/2/08	D-10.40-0112/2/08
	D-3.09-00 5/17/12	D-10.15-01..... 12/2/08	D-10.45-0112/2/08
	D-3.10-01 5/29/13	D-10.20-01..... 8/7/19	D-20.10-0010/9/23
2	E-1 2/21/07	E-4..... 8/27/03	E-20.10-00.....9/12/23
	E-2 5/29/98	E-4a..... 8/27/03	E-20.20-00.....10/4/23
3	F-10.12-04 9/24/20	F-10.62-02 4/22/14	F-40.15-049/25/20
	F-10.16-00 12/20/06	F-10.64-03 4/22/14	F-40.16-036/29/16
	F-10.18-03 3/28/22	F-30.10-04 9/25/20	F-45.10-0410/16/23
	F-10.40-04 9/24/20	F-40.12-03 6/29/16	F-80.10-047/15/16
	F-10.42-00 1/23/07	F-40.14-03 6/29/16	
4	G-10.10-00 9/20/07	G-24.50-05 8/7/19	G-90.10-03 7/11/17
	G-20.10-03 8/20/21	G-24.60-05 6/28/18	G-90.20-05 7/11/17
	G-22.10-04 6/28/18	G-25.10-05 9/16/20	G-90.30-04 7/11/17
	G-24.10-00 11/8/07	G-26.10-00 7/31/19	G-95.10-026/28/18
	G-24.20-01 2/7/12	G-30.10-04 6/23/15	G-95.20-036/28/18
	G-24.30-02 6/28/18	G-50.10-03 6/28/18	G-95.30-036/28/18
	G-24.40-07 6/28/18		
5	H-10.10-00 7/3/08	H-32.10-00..... 9/20/07	H-70.10-028/17/21
	H-10.15-00 7/3/08	H-60.10-01..... 7/3/08	H-70.20-028/17/21
	H-30.10-00 10/12/07	H-60.20-01..... 7/3/08	
6	I-10.10-01 8/11/09	I-30.20-00 9/20/07	I-40.20-009/20/07
	I-30.10-02 3/22/13	I-30.30-02 6/12/19	I-50.20-027/6/22
	I-30.15-02 3/22/13	I-30.40-02 6/12/19	I-60.10-016/10/13
	I-30.16-01 7/11/19	I-30.60-02 6/12/19	I-60.20-016/10/13
	I-30.17-01 6/12/19	I-40.10-00 9/20/07	I-80.10-027/15/16
7	J-05.50-00 8/30/22	J-26.20-01 6/28/18	J-50.10-017/31/19
	J-10 7/18/97	J-27.10-01 7/21/16	J-50.11-027/31/19
	J-10.10-04 9/16/20	J-27.15-00 3/15/12	J-50.12-028/7/19
	J-10.12-00 9/16/20	J-28.01-00 8/30/22	J-50.13-018/30/22
	J-10.14-00 9/16/20	J-28.10-02 8/7/19	J-50.15-017/21/17
	J-10.15-01 6/11/14	J-28.22-00 8/07/07	J-50.16-013/22/13
	J-10.16-02 8/18/21	J-28.24-02 9/16/20	J-50.18-008/7/19
	J-10.17-02 8/18/21	J-28.26-0112/02/08	J-50.19-008/7/19
	J-10.18-02 8/18/21	J-28.30-036/11/14	J-50.20-006/3/11
	J-10.20-04 8/18/21	J-28.40-026/11/14	J-50.25-006/3/11
	J-10.21-02 8/18/21	J-28.42-016/11/14	J-50.30-006/3/11
	J-10.22-03 10/4/23	J-28.43-01 6/28/18	J-60.05-017/21/16
	J-10.25-00 7/11/17	J-28.45-03 7/21/16	J-60.11-005/20/13

J-10.26-00 8/30/22	J-28.50-03 7/21/16	J-60.12-00 5/20/13
J-12.15-00 6/28/18	J-28.60-03 8/27/21	J-60.13-00 6/16/10
J-12.16-00 6/28/18	J-28.70-04 8/30/22	J-60.14-01 7/31/19
J-15.10-01 6/11/14	J-29.10-02 8/26/22	J-75.10-02 7/10/15
J-15.15-02 7/10/15	J-29.15-01 7/21/16	J-75.20-01 7/10/15
J-20.01-00 8/30/22	J-29.16-02 7/21/16	J-75.30-02 7/10/15
J-20.10-05 10/4/23	J-30.10-01 8/26/22	J-75.50-00 8/30/22
J-20.11-03 7/31/19	J-40.01-00 8/30/22	J-75.55-00 8/30/22
J-20.15-03 6/30/14	J-40.05-00 7/21/16	J-80.05-00 8/30/22
J-20.16-02 6/30/14	J-40.10-04 4/28/16	J-80.10-01 8/18/21
J-20.20-02 5/20/13	J-40.20-03 4/28/16	J-80.12-00 8/18/21
J-20.26-01 7/12/12	J-40.30-04 4/28/16	J-80.15-00 6/28/18
J-21.10-04 6/30/14	J-40.35-01 5/29/13	J-81.10-02 8/18/21
J-21.15-01 6/10/13	J-40.36-02 7/21/17	J-81.12-00 9/3/21
J-21.16-01 6/10/13	J-40.37-02 7/21/17	J-84.05-00 8/30/22
J-21.17-01 6/10/13	J-40.38-01 5/20/13	J-86.10-00 6/28/18
J-21.20-01 6/10/13	J-40.39-00 5/20/13	J-90.10-03 6/28/18
J-22.15-02 7/10/15	J-40.40-02 7/31/19	J-90.20-03 6/28/18
J-22.16-03 7/10/15	J-45.36-00 7/21/17	J-90.21-02 6/28/18
J-26.10-03 7/21/16	J-50.05-00 7/21/17	J-90.50-00 6/28/18
J-26.15-01 5/17/12		

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K-70.20-01 6/1/16	K-80.32-00 8/17/21	K-80.35-01 9/16/20
K-80.10-02 9/25/20	K-80.34-00 8/17/21	K-80.37-01 9/16/20

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L-5.10-01 7/17/23	L-20.10-03 7/14/15	L-40.20-02 6/21/12
L-5.15-00 9/19/22	L-30.10-02 6/11/14	L-70.10-01 5/21/08
L-10.10-02 6/21/12	L-40.15-01 6/16/11	L-70.20-01 5/21/08

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M-1.20-04 9/25/20	M-9.60-00 2/10/09	M-24.66-00 7/11/17
M-1.40-03 9/25/20	M-11.10-04 8/2/22	M-40.10-04 10/17/23
M-1.60-03 9/25/20	M-12.10-03 8/2/22	M-40.20-00 10/12/07
M-1.80-03 6/3/11	M-15.10-02 7/17/23	M-40.30-01 7/11/17
M-2.20-03 7/10/15	M-17.10-02 7/3/08	M-40.40-00 9/20/07
M-2.21-00 7/10/15	M-20.10-04 8/2/22	M-40.50-00 9/20/07
M-3.10-04 9/25/20	M-20.20-02 4/20/15	M-40.60-00 9/20/07
M-3.20-04 8/2/22	M-20.30-04 2/29/16	M-60.10-01 6/3/11
M-3.30-04 9/25/20	M-20.40-03 6/24/14	M-60.20-03 8/17/21
M-3.40-04 9/25/20	M-20.50-02 6/3/11	M-65.10-03 8/17/21
M-3.50-03 9/25/20	M-24.20-02 4/20/15	M-80.10-01 6/3/11
M-5.10-03 9/25/20	M-24.40-02 4/20/15	M-80.20-00 6/10/08
M-7.50-01 1/30/07	M-24.60-04 6/24/14	M-80.30-00 6/10/08
M-9.50-02 6/24/14	M-24.65-00 7/11/17	

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