**Below are the compilation of all currently active APWA specs. Go to** [**Local Agency General Special Provisions (GSPs) | WSDOT**](https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/general-special-provisions-gsps/local-agency-general-special-provisions-gsps) **for instructions for use on each APWA GSP. See WSDOT GSP index’s for other pertinent specs** [**General Special Provisions (GSPs) | WSDOT**](https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/general-special-provisions-gsps)**.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INTRO.OptionA.RTF**

INTRODUCTION TO THE SPECIAL PROVISIONS

*(January 4, 2024 APWA GSP, Option A)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 20$$1$$ edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOTGSP)*

*(May 1, 2013 $$2$$ GSP)Agency Special Provision*

*Project specific special provisions are labeled without a date as such:*

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

Also incorporated into the Contract Documents by reference are:

* *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
* *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21‑01, current edition
* $$3$$
* $$4$$

Contractor shall obtain copies of these publications, at Contractor’s own expense.

**INTRO.OptionB.RTF**

INTRODUCTION TO THE SPECIAL PROVISIONS

*(July 8, 2024 APWA GSP, Option B)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 20$$1$$ edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013) for WSDOT GSPs, only use date*

*(May 1, 2013 $$2$$ GSP) Agency Special Provision*

*Project specific special provisions are labeled without a date as such:*

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

Also incorporated into the Contract Documents by reference are:

* *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
* *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21‑01, current edition
* $$3$$
* $$4$$

Contractor shall obtain copies of these publications, at Contractor’s own expense.

**1-01.3.RTF**

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.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

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

Traffic

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

**1-02.1.RTF**

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.

**1-02.1(1).RTF**

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.RTF**

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 | $$2$$ | Furnished automatically upon award. |
| Large plans (e.g., 22" x 34") | $$3$$ | Furnished only upon request. |

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

**1-02.4(1).OptionA.RTF**

1-02.4(1) General

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

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring…”, is revised to read:

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

**1-02.4(1).OptionB.RTF**

1-02.4(1) General

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

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring…”, is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business $$1$$ business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.5.RTF**

1-02.5 Proposal Forms

*(November 25, 2024 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 DBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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.

**1-02.6.OptionA.RTF**

1-02.6 Preparation of Proposal

*(April 22, 2025 APWA GSP, Option A)*

The first sentence of the second paragraph is revised to read as follows:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

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.

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.

The Bidder shall submit the following supplemental documents with the Bid in accordance with 1-02.9:

1. Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272‑056)
2. DBE Written Confirmation Form (WSDOT Form 422‑031) - For each and every DBE firm listed on the Bidder’s completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder’s completed Disadvantaged Business Enterprise Utilization Certification.
3. Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification ONLY In the Event the bidder’s efforts to solicit sufficient DBE participation have been unsuccessful.
4. DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9 and 1-02.10.

**1-02.6.OptionB.RTF**

1-02.6 Preparation of Proposal

(April 22, 2025 APWA GSP, Option B)

The first sentence of the second paragraph is revised to read as follows:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

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.

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 bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

**1-02.6.OptionC.RTF**

**Subcontractor’s List**

*(June 11, 2025 APWA GSP 1-02.6, Option C)*

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

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015LP. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract and the proof of license when required as described in RCW 39.30.060; and

3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

**1-02.6(1).RTF**

Add the following new section:

1-02.6(1) Recycled Materials Proposal

*(January 4, 2016 APWA GSP)*

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

**1-02.7.RTF**

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.OptionA.RTF**

**1-02.9 Delivery of Proposal**

*(April 22, 2025 APWA GSP, Option A)*

Delete this section and replace it with the following:

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
* DBE Written Confirmation Document (from each DBE firm listed on the Bidder’s completed DBE Utilization Certification
* Good Faith Effort (GFE) Documentation (if applicable)
* DBE Bid Item Breakdown

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” (Written Confirmations Documents, or GFE Documentation) that is received after the time specified, 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.

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time specified for receipt of Proposals, shall be submitted in a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added.

DBE Document submittal requirements

**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** **Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation 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 a Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown** **Form (WSDOT Form 272-054)**

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 Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

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

**1-02.9.OptionB.RTF**

1-02.9 Delivery of Proposal

*( April 22, 2025 APWA GSP, Option B)*

Delete this section and replace it with the following:

***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
* DBE Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification
* Good Faith Effort (GFE) Documentation (if applicable)
* DBE Bid Item Breakdown)

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” (Written Confirmation Documents or GFE Documentation) that is received after the time specified 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.

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added, or
2. By facsimile to the following FAX number: $$1$$, or
3. By e-mail to the following e-mail address: $$2$$

DBE Document submittal requirements

**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 Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The Written Confirmation and/or GFE Documentation 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 a Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

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 Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

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

**1-02.9.OptionC.RTF**

1-02.9 Delivery of Proposal

*(April 22, 2025 APWA GSP, Option C)*

Delete this section and replace it with the following:

***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
* DBE Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification
* Good Faith Effort (GFE) Documentation (if applicable)

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

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, the document(s) shall be submitted as follows:

1. By facsimile to the following FAX number: $$1$$, or
2. By e-mail to the following e-mail address: $$2$$
3. By $$3$$

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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” (Written Confirmation Documents or GFE Documentation) that is received after the time specified 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.

DBE Document submittal requirements

**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 Document (WSDOT Form 422-031) and/or GFE Documentation (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation Documents and/or GFE Documentation 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 a Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

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 Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

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

**1-02.9.OptionD.RTF**

1-02.9 Delivery of Proposal

*(April 22, 2025 APWA GSP, Option D)*

Delete this section and replace it with the following:

***GENERAL***

Each Proposal (including all required attachments) shall be submitted to the Contracting Agency by one of the following methods:

1. Electronically upload bid documents via $$1$$. Instructions for uploading bid documents are located $$2$$.
2. Deliver hard copy Bid documents 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. Deliver to: $$3$$.

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
* DBE Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification
* Good Faith Effort (GFE) Documentation (if applicable)
* DBE Bid Item Breakdown

Supplemental bid information must be submitted within 48 hours of the time and date the proposal is due, the document(s) shall be submitted as follows:

1. By facsimile to the following FAX number: $$4$$, or
2. By e-mail to the following e-mail address: $$5$$, or
3. By (agency provided electronically submitted): $$6$$

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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” (Written Confirmation Documents or GFE Documentation) that is received after the time specified 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 workday on which the normal work processes of the Contracting Agency resume.

DBE Document submittal requirements

**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 Document (WSDOT Form 422-031) and/or GFE Documentation (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation 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 a Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

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 Saturdays, Sundays, and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays, and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

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

**1-02.10.RTF**

1-02.10 Withdrawing, Revising, or Supplementing Proposal

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and

2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

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

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

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

**1-02.13.RTF**

1-02.13 Irregular Proposals

(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:

a. The Bidder is not prequalified when so required;

b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;

c. A price per unit cannot be determined from the Bid Proposal;

d. The Proposal form is not properly executed;

e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;

f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;

g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the bidder’s DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;

i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

k. 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.OptionA.RTF**

1-02.14 Disqualification of Bidders

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

Delete this section and replace it with the following:

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

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

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

**1-02.14.OptionB.RTF**

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.

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

3. **Subcontractor Responsibility**

A Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

• Name of project

• The owner and contact information for the owner;

• A list of claims filed against the retainage and/or payment bond for any of the projects listed;

• A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

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 and/or its owners have not been convicted of a crime involving bidding on a public works contract.

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

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

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 has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

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

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 has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

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

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting 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.

**1-02.14.OptionC.RTF**

1-02.14 Disqualification of Bidders

*(May 17, 2018 APWA GSP, Option C, requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)*

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-$$1$$ 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-$$1$$ 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.

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

3. **Subcontractor Responsibility**

A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

• Name of project

• The owner and contact information for the owner;

• A list of claims filed against the retainage and/or payment bond for any of the projects listed;

• A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

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 and/or its owners have not been convicted of a crime involving bidding on a public works contract.

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

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

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 has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

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

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 has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

8. **$$2$$**

A. Criterion: $$3$$.

B. Documentation: $$4$$.

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

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting 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.

**1-03.1.RTF**

1-03.1 Consideration of Bids

*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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

**1-03.1(1).RTF**

1-03.1(1)   Identical Bid Totals

*(December 30, 2022 APWA GSP)*

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

**1-03.3.OptionA.RTF**

1-03.3 Execution of Contract

*(July 8, 2024 APWA GSP Option A)*

Revise this section to read:

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

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

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

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

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

**1-03.3.OptionB.RTF**

1-03.3 Execution of Contract

*(July 8, 2024 APWA GSP Option B)*

This section is supplemented with the following:

No later than 5 calendar days after the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included as part of the executed Contract.

DBE Trucking Credit Forms shall be submitted in one of the following ways:

1. By E-mail $$1$$

2. By Mail to: $$2$$ or

3. By $$3$$

**1-03.4.RTF**

**1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);

2. Be signed by an approved surety (or sureties) that:

a. Is registered with the Washington State Insurance Commissioner, and

b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or

b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

**1-03.4(1).RTF**

Add the following new section:

1-03.4(1) Retainage in Lieu of Contract Bond

*(May 17, 2018 APWA GSP)*

For contracts of $$1$$ or less, the Contractor may, at the Contractor’s option, authorize the Contracting Agency to retain $$2$$ of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

**1-03.7.RTF**

1-03.7 Judicial Review

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

**1-04.2.RTF**

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.RTF**

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).RTF**

**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 $$1$$ 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.

**1-04.5.RTF**

1-04.5 Procedure, Protest, and Dispute by the Contractor

*(January 19, 2022 APWA GSP)*

Revise item 1 of the first paragraph to read:

1. Give a signed written notice of protest to the Engineer or the Engineer’s field Inspectors within $$1$$ calendar days of receiving a change order or an Engineer’s Written Determination.

**1-04.6.RTF**

**1-04.6 Variation in Estimated Quantities**

*(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

Supplement this section with the following:

The quantities for $$1$$, $$2$$, and $$3$$ have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

**1-04.6.OptionA.RTF**

1-04.6 Variation in Estimated Quantities

*(December 30, 2022 APWA GSP, Option A; may not be used on FHWA-funded projects)*

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than $$1$$. In that case, payment for contract work may be adjusted as described herein.

**1-04.6.OptionB.RTF**

1-04.6 Variation in Estimated Quantities

*(December 30, 2022 APWA GSP, Option B; may not be used on FHWA-funded projects)*

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

**1-05.4.OptionA.RTF**

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Roadway and Utility Surveys

*(November 25, 2024 APWA GSP, Option A)*

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

1. Slope stakes for establishing grading;

2. Curb grade stakes;

3. Centerline finish grade stakes for pavement sections wider than 25 feet; and

4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

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

**1-05.4.OptionB.RTF**

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Bridge and Structure Surveys

*(November 25, 2024 APWA GSP, Option B)*

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor’s organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of benchmarks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing ± 0.01 foot

Alignment ± 0.01 foot (between successive points)

Superstructure Elevations ± 0.01 foot (from plan elevations)

Substructure Elevations ± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

**1-05.4.OptionC.RTF**

1-05.4 Conformity With and Deviations from Plans and Stakes

*(November 25, 2024 APWA GSP, Option C)*

Delete the fourth through seventh paragraph of this section and add the following new subsection:

**1-05.4(1) Contracting Agency Provided Construction Staking**

**1-05.4(1)A General**

As used in this Section 1-05.4, the words, “stake,” “mark,” “marker,” or “monument” will be deemed to include any kind of survey marking, whether or not set by the Contracting Agency.

**1-05.4(1)B Control Stakes**

The Engineer will supply construction stakes and marks establishing lines, slopes and grades in accordance with this Section of these Special Provisions. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these Engineer furnished stakes and marks.

A claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in the Engineer’s line and grade will not be allowed unless the original control points set by the Engineer still exist, or unless the Contractor can provide other satisfactory substantiating evidence to prove the error was caused by incorrect Engineer furnished survey data. Three consecutive points set on line or grade shall be the minimum points used to determine any variation from a straight line or grade. Any such variation shall, upon discovery, be reported to the Engineer.

The Contractor shall provide a work site clear of equipment, stockpiles and obstructions which has been prepared and maintained to permit construction staking to proceed in a safe and orderly manner. The Engineer will stake a finite amount of work in a single day in accordance with Section 1-05.4(1)C of these Special Provisions.

Stakes that constitute reference points for all construction work will be conspicuously marked with an appropriate color of flagging tape. It will be the responsibility of the Contractor to inform its employees and subcontractors of the importance and necessity to preserve the stakes.

**1-05.4(1)C Survey Requests**

It shall be the Contractor’s responsibility to properly schedule survey work and coordinate staking requests with construction activities. The Engineer may be reasonably expected to stake any one of the following items, in the quantity shown, in a single day:

Roadway grading +/-1500 lineal feet of centerline

Storm or sanitary sewer Approximately 8-10 structures

Water main +/-1500 lineal feet of pipe

Curb and gutter +/-1300 lineal feet (one side only)

Base and top course +/-1000 lineal feet of centerline

Slope staking +/-800-1200 lineal feet (top and toe)

Illumination/signalization Approximately 15-20 structures

$$1$$

$$2$$

Actual quantities may vary based on the complexity of the project, line of sight considerations, traffic interference, properly prepared work site, and other items that could affect production.

The Contractor shall be aware that length does not always translate directly into stationing. For example, a survey request for storm sewer pipe from Station 3+00 to 8+00 is 500 lineal feet in length. There may be 1000 lineal feet, or more, of storm sewer pipe, if the pipe is placed on both sides of the roadway and interconnected.

The Contractor shall provide staking requests at least three (3) working days before the Engineer needs to begin the staking operation. If the work site is obstructed so that survey work cannot be done, a new survey request shall be submitted by the Contractor so that the survey work can be rescheduled once the site is properly prepared. An additional 3 working days may be required to complete the rescheduled work.

The Contractor shall work to preserve stakes and marks set by the Engineer. The Contracting Agency will deduct from payments due the Contractor all costs to replace such stakes, marks damaged or destroyed by the Contractor’s operation. A new survey request shall be submitted by the Contractor to replace the damaged or destroyed stakes. An additional 3 working days may be required to complete the request.

If the removal of a control stake or monument is required by the construction operations of the Contractor or its subcontractors, and advance notice of at least three (3) working days is given to the Engineer, the Engineer will reference, remove, and later replace the stakes at no cost to the Contractor.

The Contractor is not entitled to an extension of time, as provided for in Section 1-08.8 as a result of any replacement of control stakes.

**1-05.4(1)D Staking Services**

The Contractor shall determine appropriate construction stake offset distances and direction to prevent damage to stakes by its construction equipment.

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

1. Cut or fill stakes for establishing grade and embankments,
2. Curb or gutter grade stakes,
3. Centerline finish grade stakes for pavement sections wider than 25 feet as set forth in Section 1-05.5(5), subsection 2, and
4. Offset points to establish line and grade for underground utilities such as water, sewers, storm drains, illumination and signalization.

No intermediate stakes shall be provided between curb grade and centerline stakes.

The Contractor shall provide enough safe areas to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

**Roadway and Utility Surveys**

The Engineer will furnish the following stakes and reference marks:

* Clearing Limits - One set of clearing limit stakes will be set at approximately 50-foot stations or as needed.
* Rough Grading - One set of rough grade stakes will be set along the construction centerline of streets at 50-foot stations as required. (If superelevations require intermediate stakes along vertical curves, the Engineer will provide staking at closer intervals.) One set of primary cut and fill stakes will be set for site work. One set of secondary final grade cut and fill stakes will be set where deemed applicable as determined by the Engineer.
* Storm Sewers - Two cut or fill stakes for each inlet, catch basin or manhole will be set at offsets to the center of the structure.
* Sanitary Sewers - Two cut or fill stakes for each manhole or cleanout location will be set at appropriate offsets to the center of the structure.
* Water Main - One set of line stakes will be furnished for water mains at 50-foot stations. Additionally, two reference stakes for each valve, hydrant, tee and angle point location will be set concurrently with these line stakes.
* Staking for Embankments - Catch points and one-line stake will be set in those cases where the vertical difference in elevation from the construction centerline to the toe or top of a cut or fill slope exceeds 3 feet. In all other areas, stakes shall be set at an appropriate offset to the street centerline to allow for the preservation of said offsets through the rough grading phase. In both cases the stakes shall be clearly marked with appropriate information necessary to complete the rough grading phase.
* Curb and Gutters - One set of curb and gutter stakes shall be set at an offset on 25-foot intervals, beginning and end points of curves and curb returns, wheelchair ramps, driveways, and sufficient mid-curve points to establish proper alignment.
* Base and Top Course - One set of final construction centerline grade hubs will be set for each course, at not less than 50-foot stations. No intermediate stakes shall be provided unless superelevations require them. In those circumstances, one grade hub left and right of construction centerline at the transition stations will be set at an offset to centerline at not less than 25-foot stations.
* Adjacent or Adjoining Wetlands - One set of stakes delineating adjacent wetland perimeters will be set at 25 to 50-foot stations as required.
* Illumination and Traffic Signals System - One set of stakes for luminaires and traffic signal pole foundations will be set as required. One set of stakes for vaults, junction boxes, and conduits will be set, only if curb and gutter is not in place at the time of the survey request. If curb and gutter is in place, staking for vaults, junction boxes, and conduits will be provided at an additional expense to the Contractor.

When deemed appropriate by the Engineer, cut sheets will be supplied for curb, storm, sanitary sewer and water lines. Cuts or fills may be marked on the surveyed points but should not be relied on as accurate until a completed cut sheet is supplied.

The Contractor is responsible for staking all other items not specifically listed and deemed necessary to construct the project per the Plans and Specifications. All costs associated with Contractor staking shall be incidental to the Work and be included in the Contract unit prices.

**Structure Survey**

The Engineer is responsible for setting all alignment stakes, slope stakes, and grades necessary for the construction of bridges, noise walls, and retaining walls. The Contractor shall maintain stakes set for construction and maintain the necessary lines and grades.

The survey work by the Engineer will include the following:

* Establish, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.
* Establish offsets to footing centerline of bearing for structure excavation.
* Establish offsets to footing centerline of bearing for footing forms.
* Establish wing wall, retaining wall, and noise wall horizontal alignment.
* Establish retaining wall top of wall profile grade.
* Establish elevation benchmarks for all substructure formwork.
* Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.
* Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.
* Establish location and plumbness of column forms and monitor column plumbness during concrete placement.
* Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.
* Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.
* Establish grout pad locations and elevations.
* Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.
* Establish box girder bottom slab grades and locations.
* Establish girder and/or web wall profiles and locations.
* Establish diaphragm locations and centerline of bearing.
* Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
* Establish traffic barrier and curb profile.
* Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

**1-05.4(1)E Monuments**

The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow 5 working days for the Engineer to acquire information so that the a reference monument may be set. The Engineer will notify the Contractor if or when the monument will be reset to its original position after construction. All costs associated with the replacement of monuments damaged or destroyed prior to being referenced shall be deducted from monies due to the Contractor.

**Payment**

Depending on the Contractors means and methods of construction additional Construction staking beyond that described above may be required by the Contractor. Should additional staking be required by the Contractor and all cost for providing additional construction staking shall be included in bid items provided within the proposal.

**1-05.4.OptionD.RTF**

1-05.4 Conformity With and Deviations from Plans and Stakes

*(April 22, 2025 APWA GSP, Option D)*

Supplement this section with the following:

***Contractor Surveying – ADA Features***

**ADA Feature Staking Requirements**

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor’s responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

**ADA Feature Contract Compliance**

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

**ADA Feature Measurements**

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224‑020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

***Payment***

Payment will be made for the following bid item that is included in the Proposal:

“ADA Feature Surveying”, lump sum.

The lump sum Contract price for “ADA Feature Surveying” shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

**1-05.7.RTF**

1-05.7 Removal of Defective and Unauthorized Work

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

**1-05.11.RTF**

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

*(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

**1-05.12(1).RTF**

Add the following new section:

1-05.12(1) One-Year Guarantee Period

*(March 8, 2013 APWA GSP, may not be used on FHWA funded projects)*

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar 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.RTF**

# 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.RTF**

**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.

**1-05.16.RTF**

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.

**1-05.18.RTF**

Add the following new section:

1-05.18   Record Drawings

*(March 8, 2013 APWA GSP)*

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor’s field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

* Actual dimensions, arrangement, and materials used when different than shown in the Plans.
* Changes made by Change Order or Field Order.
* Changes made by the Contractor.
* Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

|  |  |  |
| --- | --- | --- |
|  | Vertical | Horizontal |
| As-built sanitary & storm invert and grate elevations | ± 0.01 foot | ± 0.01 foot |
| As-built monumentation | ± 0.001 foot | ± 0.001 foot |
| As-built waterlines, inverts, valves, hydrants | ± 0.10 foot | ± 0.10 foot |
| As-built ponds/swales/water features | ± 0.10 foot | ± 0.10 foot |
| As-built buildings (fin. Floor elev.) | ± 0.01 foot | ± 0.10 foot |
| As-built gas lines, power, TV, Tel, Com | ± 0.10 foot | ± 0.10 foot |
| As-built signs, signals, etc. | N/A | ± 0.10 foot |

Making Entries on the Record Drawings:

* Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
* Additions - Red
* Deletions - Green
* Comments - Blue
* Dimensions - Graphite
* Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
* Date all entries.
* Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

|  |  |
| --- | --- |
| Record Drawings (Minimum Bid $ $$1$$) | Lump Sum |

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

**1-06.RTF**

*(April 22, 2025 APWA GSP)*

Section 1-06 is supplemented with the following:

***Patented/Proprietary Items***

The Contracting Agency has specified patented/proprietary items, some of which contain foreign steel and/or iron. The contractor shall be made aware that the total value of the foreign steel associated with the patented/proprietary items is $$1$$ and will apply toward the minor amounts of foreign steel and iron allowed herein.

**1-06.1(4).RTF**

1-06.1(4) Fabrication Inspection Expense

*(April 22, 2025 AWPA GSP)*

Section 1-06.1(4) is revised to read:

The Contracting agency will not deduct from monies due to the Contractor, Contracting Agency expenses for plant approval and fabrication acceptance inspection.

Items requiring plant approval and fabrication inspection are listed in Table 1.

| Table 1 Items Requiring Plant Approval and Fabrication Acceptance Inspection | |
| --- | --- |
| Anchor Bolts (ASTM A449 & F1554 Grade 105)  Anchor Cables and Components  Bridge Bearings (Cylindrical, Disc, Fabric Pad, Low Rise, Pin, Pendulum, and Spherical)  Cattle Guards  Coated Piling and Casing  Epoxy-Coated Reinforcing Steel  Fabricated/Welded Miscellaneous Metal Drainage Items: Grate Inlets, and Drop Inlets  Longitudinal Seismic Restrainers  Metal Bridge Railing and Handrail  Metal Castings for Concrete Drainage, electrical, and Utility Items  Modular Expansion Joints  Paint & Powder Coating Facilities for Table 1 items  Precast Concrete Bridge Deck Panels  Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers  Precast Culvert, Storm Sewer, and Sanitary Sewer Pipe  Precast Concrete Floor Panels  Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults  Precast Concrete Marine Pier Deck Panels  Precast Concrete Pier Caps  Precast Concrete Retaining Walls, including Lagging Panels  Precast Concrete Roof Panels  Precast Concrete Structural Earth Walls, Noise Barrier Walls, Wall Panels, and Wall Stem Panels | Precast Concrete Traffic Barrier  Precast Concrete Vaults (Electrical, Utility, Drainage, etc.)  Precast Concrete Girders and Precast Bridge Components  Prestressed Concrete Girders  Prestressed Concrete Panels  Precast Reinforced Concrete Box Structures  Precast Reinforced Concrete Split Box Structures  Precast Reinforced Concrete Three Sided Structures  Prestressed Concrete Piles  Retrofit Guardrail Posts with Welded Base Plates  Signal Standards  Signing Material  Sign Structures – Cantilever, Sign Bridge, and Bridge Mounted, Roadside Type PLT/PLU  Soldier Piles  Steel Bridges and Steel Bridge Components  Steel Column Jackets  Steel Light Standards, and High Mast Light Poles  Strip Seal Expansion Joints  Structural Steel for Ferry Terminal Berthing, Pedestrian and Vehicle Loading Structures  Timber Bridges  Treated Timber and Lumber 6 inch by 6 inch or larger  Welded Structural Steel (Miscellaneous) |

Initial plant inspections are required as follows in Table 2.

| Table 2 Items Requiring Initial Plant Approval Only | |
| --- | --- |
| Epoxy Coating of Dowels and Tiebars for Concrete Pavement  Guardrail Posts and Blocks | Precast Concrete Blocks for Structural Earth Walls  Steel Pipe Piling |

**1-06.2(2)B.RTF**

1-06.2(2)B Financial Incentive

*(January 4, 2024 AWPA GSP)*

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

**1-06.6.RTF**

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.

**1-07.1.RTF**

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.

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

**1-07.2.RTF**

1-07.2 State Taxes

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

1-07.2 State Sales Tax

*(June 27, 2011 APWA GSP)*

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

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

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

1-07.2(1)  State Sales Tax — Rule 171

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

1-07.2(2)  State Sales Tax — Rule 170

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

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

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

1-07.2(3)  Services

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

**1-07.9(3).RTF**

**1-07.9(3) Apprentices**

*(July 8, 2024 APWA GSP)*

Supplement this section with the following:

**Apprentice Utilization**

This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted**.** Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

**Definitions**

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.
3. Apprentice Utilization Requirement is the minimum percentage of apprentice labor hours required by the Contract.
4. Good Faith Effort(s) (GFE) describes the Contractor’s efforts to meet the Apprentice Utilization Requirement including but not limited to the specific steps as described elsewhere in this specification.
5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.
6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

**Electronic Reporting**

The Contractor shall use the PWIA System to submit the “Apprentice Utilization Plan”. Reporting instructions are available in the application.

**Apprentice Utilization Plan**

The Contractor shall submit an “Apprentice Utilization Plan” by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004) within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer to track the Contractor’s progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the Contractor must submit GFE documentation to the Contracting Agency. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

**Contacts**

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the [Apprentice Registration and Tracking System (ARTS)](https://www.lni.wa.gov/licensing-permits/apprenticeship/apprenticeship-registration-and-tracking-system) https://secure.lni.wa.gov/arts-public/#/program-search or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

**Compliance**

The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts they made. Final GFE documentation shall be submitted to the Contracting Agency after Substantial Completion but no later than 30 days after Physical Completion.

If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

If the Contractor achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

**Good Faith Efforts**

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.
2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionate high cost of material/equipment/products to Labor Hours. (E.g., a $2 M estimated contract includes $1 M or more in procurement costs of equipment to be installed.)
3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.
4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.
5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
7. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

**Approving Good Faith Efforts**

The Contracting Agency will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

**Payment**

Payment will be made for the following Bid Items:

“Apprenticeship Incentive”, by calculation

An incentive of $$1$$ will be assessed with the Final Payment for Contractors who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

“Apprenticeship Penalty”, by calculation.

Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

When the Contractor fails to meet the Apprenticeship goal of 15%, a penalty will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the Contracting Agency.

Apprenticeship Utilization Penalty will be calculated as described below:

|  |  |
| --- | --- |
| Percent of goal met | Penalty per hour  of unmet goal |
| 100% | $$2$$ |
| 90% to 99% | $$3$$ |
| 75% to 89% | $$4$$ |
| 50% to 74% | $$5$$ |
| 1% to 49% | $$6$$ |
| 0% | $$7$$ |

The Contractor shall include all related costs in the unit Bid prices of the Contract, included but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

**1-07.9(5)A.RTF**

1-07.9(5)A Required Documents

*(July 8, 2024 APWA GSP)*

This section is revised to read as follows:

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

**1-07.11.OptionA.RTF**

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

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

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

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

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

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

2. Establish delivery schedules that encourage participation by DBEs and other small businesses.

3. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only

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

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

Crediting DBE Participation

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

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

DBE participation is only credited upon payment to the DBE.

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

DBE Prime Contractor

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

DBE Subcontractor

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

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

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.

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

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

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

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

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

DBE Manufacturer and DBE Regular Dealer

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

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

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

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

Note: Requests to be listed as a Regular Dealer will only be processed if the 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.

Decertification

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

Consequences of Non-Compliance

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Payment

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

**1-07.11.OptionB.RTF**

1-07.11 Requirements for Nondiscrimination

(September 3, 2024, APWA GSP Option B)

Section 1-07.11 is supplemented with the following:

Disadvantaged Business Enterprise Participation

General

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

DBE Abbreviations and Definitions

**Certified Business Description** – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE’s directory of certified firms.

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

**Commercially Useful Function (CUF)** –

A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

The DBE firm 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 to obtain the appearance of DBE participation.

Consultant, DBE **–** An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

**DBE Commitment** – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

**DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

**Disadvantaged Business Enterprise (DBE)** – A business that is owned and operated independently from other businesses and is certified by the Washington State Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

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

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

**Good Faith Efforts (GFE) Documentation** - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

**Subcontractor, DBE** – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

**Supplier, DBE** – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contact basis.

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

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

**Distributor, DBE** –An established DBE firm that engages in the regular sale or lease of the items specified by the contract. A DBE Distributor assumes responsibility for the items it purchases once they leave the point of origin, making it liable for any loss or damage not covered by the carrier’s insurance. The Distributor must demonstrate ownership of the items in question and assure all risk for loss or damage during transportation, evidenced by the terms of the purchase order or bill of lading from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributors.

**Transaction Facilitator, DBE** – A DBE firm (packagers, brokers, manufacturer’s representatives, etc.) who provides a bona fide service arranging, facilitating, or expediting transactions but does not qualify as a Manufacturer, a Regular Dealer, or a Distributor

DBE COA Goal

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

If the Contractor cannot meet the DBE COA Goal, GFE Documentation is required.

Demonstrating compliance with the DBE COA Goal is a Condition of Award of this Contract.

Procedures Prior to Award

Approval of Regular Dealer and Distributors

DBE firms proposed to be used as either a Regular Dealer or a Distributor must be approved before being listed as a COA/used on a project. The Approved Regular Dealer list published on WSDOT’s Office of Equity and Civil Rights (OECR) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer/Distributor must submit the DBE Regular Dealer/Distributor Affirmation Form (USDOT OMB Control 508v3)a minimum of five calendar days prior to bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at:

https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation

Requests to be listed as a Regular Dealer/Distributor will only be processed if the 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.

Disadvantaged Business Enterprise Utilization

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

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

1.Force account at 50% of the total amount to be subcontracted

2.Regular dealer at 60% of the cost of the materials or supplies

3. Distributor at 40% of the cost of the materials or supplies

4. Transaction Facilitator not more than 5% of the goods or services

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

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in accordance with Section make the Proposal considered to be irregular in accordance with Section 1-02.13 and will be rejected.

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder’s completed DBE Utilization Certification. Failure to do so will result in the associated participation being disallowed, which will cause the Bid to be considered irregular in accordance with Section 1-02.13 and will be rejected.

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

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal package for this purpose. The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the associated DBE participation may not be allowed.

DBE Bid Item Breakdown

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

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

GFE to achieve the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal

Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal and the DBE Bid Item Breakdown

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

The Bidder may demonstrate a GFE in whole or part through GFE Documentation only in the event a Bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE Documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown form.

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

The Contracting Agency will review the GFE Documentation and will determine if the Bidder made an adequate good faith effort.

Procedures between Award and Execution

DBE Trucking Credit Form

The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

The DBE Trucking Credit Form is required for all DBE Firms performing as a subcontractor for “Trucking” or “Hauling” and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures after Execution

Commercially Useful Function (CUF)

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

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

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

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

1. 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.

2. The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE’s payroll.

3. 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.

4. Leased trucks shall display the name and identification number of the DBE.

Truck Unit Listing Log

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

Each DBE trucking firm shall complete a daily DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

\*\*\* $$2$$ \*\*\*

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 (WSDOT 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, installing and paying for the material itself.” The Contractor shall submit DBE Joint Check Request Form to the Engineer and be in receipt of written approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier are 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 of any tier, suppliers, service providers, and professional services 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.

Crediting DBE Participation

General

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

DBE participation is only credited upon payment to the DBE.

DBE Prime Contractor and Subcontractor Participation

Only take credit for the Work that the DBE contractor performs with its own forces and is certified to perform.

If the Prime Contractor, subcontractor, or lower tier subcontractor DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE Commitments only if the lower-tier subcontractor is also a DBE.

Work subcontracted to a lower-tier subcontractor that is a DBE may be counted toward the DBE Commitments only if the lower-tier subcontractor self performs a minimum of 30 percent of the Work subcontracted to them.

Work subcontracted by a DBE contractor to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

Force Account Work

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

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

Temporary Traffic Control Participation

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

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

Trucking Participation

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

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

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

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

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

DBE Supplier

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

**Regular Dealer -** Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

**Distributor –** Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

**Transaction Facilitator -** only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, may toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE Goal.

Changes in COA Work Committed to DBE

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

Changes

In the event a change results in a reduction to Work committed to a COA DBE, the Contractor shall substitute other remaining Work to that COA DBE if possible, to avoid a change to the total dollar amount to be applied towards the goal committed to that COA DBE. If there is a reduction to the total dollar amount to be applied towards the goal for a COA DBE Commitment, regardless of the reason, it shall be viewed as DBE termination, and subject to the termination procedures below. A notification to the DBE shall occur as soon as possible but no later than two weeks after the Contractor is aware of the upcoming change.

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

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

DBE Termination

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

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

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

As mentioned above, the Contractor must have good cause to terminate a COA DBE.

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

1. The DBE fails or refuses to execute a written contract.

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

3. The DBE fails or refuses to meet the Contractor’s reasonable nondiscriminatory bond requirements.

4. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.

5. The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.

6. The DBE is ineligible to receive DBE credit for the type of work involved.

7. The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.

8. The DBE’s work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.

9. The DBE’s owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

1. The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

2. The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

3. The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE’s Work).

Decertification

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

Good Faith Effort (GFE) Documentation

GFE Documentation is required and will be evaluated whenever the Contractor is unable to fulfill the program requirement. This evaluation may need to be repeated when:

1. Determining award of a Contract that has COA goal,

2. When a COA DBE is terminated and substitution is required, and

3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

a. Negotiating in good faith with interested DBEs. It is the Bidder’s responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder’s failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder’s efforts to meet the DBE COA Goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

8. GFE Documentation must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency’s GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency’s determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.

2 The reconsideration decision on the adequacy or merit of the Bidder’s GFE Documentation shall be made by an official who did not take part in the original determination.

3 Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

4 The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder’s position as to why the GFE Documentation demonstrates a sufficient effort.

~~•~~5 The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

Consequences of Non-Compliance

Breach of Contract

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

If the Contractor or any subcontractor of any tier, supplier, service providers, or professional services is deemed to be in non-compliance, the Contractor will be informed in writing by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity’s ability to participate in future contracts.

Sanctions

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

Payment

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

**1-07.11.OptionC.RTF**

1-07.11 Requirements for Nondiscrimination

*(July 18, 2016 APWA GSP, Option C)*

Supplement this section with the following:

***Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation***

General Statement

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

No preference will be included in the evaluation of the Contractor’s Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable opportunities are encouraged.

Non-Discrimination

Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and agreements entered into as a result of this Contract.

Voluntary MSVWBE Participation Goals

Goals for voluntary MSVWBE participation have been established as a percentage of Contractor’s total Bid amount.

The Contracting Agency has established the following voluntary goals:

Minority 10%

Small 5%

Veteran 5%

Women 6%

Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

Definitions

**Minority Business Enterprise (MBE)** – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

**Small Business** – A business meeting the Washington State requirements for a “Small business”, “Minibusiness” or “Microbusiness as defined in RCW 39.26.010 and included on the WSDOT Office of Equal Opportunity list of Small Businesses at http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm

**Veteran Business** – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm

**Women Business Enterprise (WBE)** – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

MSVWBE Inclusion Plan

A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the project. The plan is submitted for the Contracting Agency’s information. Approval of the plan is not required; an incomplete plan will be returned for correction and resubmittal. The plan shall include the information identified in the guidelines at http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm.

MSVWBE Reporting

An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after Physical Completion of the Contract. The end of project report is due 20 calendar days after the physical completion of the project has been issued.

The end of project report shall include payments to all eligible businesses regardless of their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the Contracting Agency for Work performed by the Contractor shall also be reported.

MSVWBE Payment

All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.

**1-07.11(2).RTF**

1-07.11(2) Contractual Requirements

*(November 25, 2024* *APWA GSP)*

Delete item 11 of the first paragraph of Section 1-07.11(2).

**1-07.18.RTF**

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

*(January 4, 2024 APWA GSP)*

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.  The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

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

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

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

1-07.18(2) Additional Insured

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

* the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
* $$1$$
* $$2$$
* $$3$$

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1‑07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

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

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

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

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

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

Such policy must provide the following minimum limits:

$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.

**1-07.18(5)D.RTF**

**1-07.18(5)D Excess or Umbrella Liability**

*(January 4, 2016 APWA GSP)*

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than $$1$$ million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor’s Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor’s Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

**1-07.18(5)E.RTF**

**1-07.18(5)E LHWCA Insurance**

*(January 4, 2016 APWA GSP)*

If this Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

$1,000,000 Bodily Injury by Accident – each accident

$1,000,000 Bodily Injury by Disease – each employee

$1,000,000 Bodily Injury by Disease – policy limits

**1-07.18(5)F.RTF**

**1-07.18(5)F Protection & Indemnity Insurance Including Jones Act**

*(January 4, 2016 APWA GSP)*

If this Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor’s Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

$1,000,000 Bodily Injury by Accident – each accident or occurrence

$1,000,000 Bodily Injury by Disease – each employee

$1,000,000 Bodily Injury by Disease – policy limits

**1-07.18(5)G.RTF**

**1-07.18(5)G Hull and Machinery**

*(January 4, 2016 APWA GSP)*

If this Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

**1-07.18(5)H.RTF**

**1-07.18(5)H Marine Pollution**

*(January 4, 2016 APWA GSP)*

The Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

$1,000,000 per Occurrence

**1-07.18(5)I.RTF**

**1-07.18(5)I Builder’s Risk**

*(December 30, 2022 APWA GSP)*

Contractor shall purchase and maintain Builder’s Risk insurance covering interests of the Contracting Agency, the Contractor, and subcontractors of every tier, as Named Insureds, in the Work. An Installation Floater instead of Builders Risk is acceptable for renovation projects. Builder’s Risk insurance shall be on a special form policy, and shall insure against the perils of fire and extended coverage and physical loss or damage, theft, vandalism, malicious mischief and collapse; and flood and earthquake when shown below. The Builder’s Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover resulting “soft costs” including but not limited to design costs, licensing fees, architect’s and engineer’s fees, and costs due to delay in completion.

Builder’s Risk insurance shall be written in the amount of the completed value of the project, with no coinsurance provisions. Such policy must provide coverage and deductibles that comply with the following:

**Coverage:**

Total Cost of Project to be Insured: $$1$$

Soft Costs: $$2$$

Flood: $$3$$

Earthquake: $$4$$

**Deductibles not to exceed:**

Flood: 2% of the Value at Time of Loss, subject to a $250,000 Minimum

Earthquake: 5% of the Value at Time of Loss, subject to a $250,000 Minimum

Earth Movement: 5% of the Value at Time of Loss, subject to a $250,000 Minimum

All Other Perils: $50,000

Soft Costs: $50,000, with no more than 7-day waiting period

The Builders Risk insurance covering the work shall have maximum deductibles as listed above for each occurrence. The deductible(s) shall be the responsibility of the Contractor.

The Contractor shall provide the Contracting Agency with a full and certified copy of the insurance policy when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

The Builders Risk insurance shall be maintained until final acceptance of the Work by the Contracting Agency.

The Contractor and the Contracting Agency waive all rights against each other and any of their subcontractors of every tier, agents, and employees, officers, and officials, for damages caused by fire or other perils to the extent covered by Builder’s Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement.

**1-07.18(5)J.RTF**

**1-07.18(5)J Pollution Liability**

*(January 4, 2016 APWA GSP)*

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor’s operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

$$1$$ each loss and annual aggregate

**1-07.18(5)K.RTF**

**1-07.18(5)K Professional Liability**

*(December 30, 2022 APWA GSP)*

The Contractor and/or its subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

**1-07.23(1).RTF**

1-07.23(1) Construction Under Traffic

*(May 2, 2017 APWA GSP)*

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

**1-07.24.RTF**

1-07.24 Rights of Way

*(April 22, 2025 APWA GSP)*

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

**1-08.0.RTF**

1-08  Prosecution and Progress

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

**1-08.0(1).RTF**

Add the following new section:

1-08.0(1)  Preconstruction Conference

*(July 8, 2024APWA 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 review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.

5. To establish normal working hours for the work;

6. To review safety standards and traffic control; and

7. 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.

**1-08.0(2).RTF**

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 $$1$$ 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.OptionA.RTF**

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

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

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

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

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

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

**1-08.1(7)A.RTF**

1-08.1(7)A Payment Reporting

*(November 25, 2024 APWA GSP*

Delete this section and replace it with the following:

**1-08.1(7)A VACANT**

**1-08.1(8)B.RTF**

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

*(November 25, 2024* *APWA GSP)*

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

**1-08.1(9).OptionA.RTF**

1-08.1(9) Submittal of Executed Subcontracts

(May 27, 2025 APWA GSP, Option A)

Section 1-08.1(9) content and title are deleted and replaced with the following:

Submittal of Executed DBE Subcontracts

Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted to the following email addresses:

WSDOT OECR Representative: $$1$$

Other: $$2$$$

**1-08.1(9).OptionB.RTF**

1-08.1(9) Submittal of Executed Subcontracts

*(April 22, 2025 APWA GSP, Option B)*

Section 1-08.1(9) content and title are deleted and replaced with the following:

Vacant

**1-08.3(2)A.RTF**

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

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

**1-08.3(2)B.RTF**

**1-08.3(2)B Type B Progress Schedule**

*(January 4, 2024 APWA GSP)*

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(2), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit $$1$$ copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

**1-08.3(2)D.RTF**

**1-08.3(2)D Preliminary Progress Schedules**

*(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

1. The preliminary progress schedule shall be submitted no later than the preconstruction conference for all Type B and Type C progress schedules.

**1-08.4.RTF**

**1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

*(July 23, 2015 APWA GSP)*

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

**1-08.5.OptionA.RTF**

1-08.5 Time for Completion

*(November 25, 2024 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor’s obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

a. Certified Payrolls (per Section 1-07.9(5)).

b. Material Acceptance Certification Documents

c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable

d. Final Contract Voucher Certification

e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors

f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

**1-08.5.OptionB.RTF**

1-08.5 Time for Completion

*(November 25, 2024 APWA GSP, Option B)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the $$1$$ calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor’s obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

a. Certified Payrolls (per Section 1-07.9(5)).

b. Material Acceptance Certification Documents

c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable

d. Final Contract Voucher Certification

e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all subcontractors

f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

**1-08.9.OptionA.RTF**

1-08.9 Liquidated Damages

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

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* $$1$$ \*\*\* for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

**1-08.9.OptionB.RTF**

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.

**1-09.2(1).OptionA.RTF**

1-09.2(1) General Requirements for Weighing Equipment

*(July 8, 2024.Option A)*

Revise the third paragraph to read:

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

**1-09.2(1).OptionB.RTF**

1-09.2(1) General Requirements for Weighing Equipment

*(November 25, 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 422-027LP, 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(1).OptionC.RTF**

1-09.2(1) General Requirements for Weighing Equipment

*(July 8, 2024.Option C)*

Revise the sixth and seventh paragraph to read:

**Trucks and Tickets** – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;

2. Contract number;

3. Contract unit Bid item;

4. Unit of measure;

5. Identification number of hauling vehicle; and

6. Weight delivered:

a. Net weight in the case of batch and hopper scales.

b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).

c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point is defined as the location where the material is incorporated into the permanent Work. The Contractor’s representative shall make report summaries available to the Engineer’s designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

**1-09.2(5).RTF**

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.RTF**

**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.

**1-09.7.RTF**

**1-09.7 Mobilization**

*(December 30, 2022 APWA GSP)*

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor typically occurring before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Portions of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Costs incurred for mobilizing equipment for force account Work.

Based on the lump sum Contract price for “Mobilization”, partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

**1-09.9.OptionA.RTF**

1-09.9 Payments

*(July 8, 2024 APWA GSP, Option A)*

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.

**1-09.9.OptionB.RTF**

1-09.9 Payments

*(July 8, 2024, APWA GSP, Option B)*

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

**1-09.11(3).RTF**

1-09.11(3) Time Limitation and Jurisdiction

*(December 30, 2022 APWA GSP)*

Revise this section to read*:*

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

**1-09.13(1)A.RTF**

**1-09.13(1)A General**

### (December 30, 2022 APWA GSP) *may not be used on FHWA-funded projects*

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor’s right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total $1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of $1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**1-09.13(3)A.RTF**

1-09.13(3)A  Arbitration General

*(January 19, 2022 APWA GSP)*

Revise the third paragraph to read:

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

**1-09.13(4).RTF**

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

### (December 30, 2022 APWA GSP)

Revise this section to read:

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

**1-10.3(1)B.RTF**

**1-10.3(1)B Other Traffic Control Labor**

*(April 22, 2025 APWA GSP)*

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

**Uniformed Police Officer**

Definitions:

Uniformed Police Officer as used in this specification is a “General Authority Washington Peace Officer” as defined by RCW 10.93.020 (4), or a “Specially Commissioned Washington Peace Officer” as defined by RCW 10.93.020(11).

Law Enforcement Agency as used in this specification is a “General Authority Washington Law Enforcement Agency” as defined by RCW 10.93.020(3).

The Contractor shall arrange for off-duty Uniformed Police Officers to be present for the following activities:

1. At the commissioning of a new traffic signal, or the recommissioning of an existing traffic signal which has been upgraded.
2. Countermanding a traffic signal indication at a signalized intersection.
3. Directing vehicle and pedestrian traffic when a traffic signal indication is turned off or is inoperative.
4. Where the Engineer deems it necessary for safety, including work during hours of darkness.

It shall be the Contractor’s responsibility to secure the off duty Uniformed Police Officer as required by the contract, including the costs to arrange, coordinate, and supervise.

The following contact information is supplied for the Contractor’s convenience:

Agency Police Officer

Contact: $$1$$

Phone: $$1a$$

Email: $$1b$$

County Deputy Sheriff

Contact: $$2$$

Phone: $$2a$$

Email: $$2b$$

Washington State Patrol

Contact: $$3$$

Phone: $$3a$$

Email: $$3b$$

The services provided under the bid item “Uniformed Police Officer” shall be considered a subcontractor with the attendant requirements and responsibilities.

The Contractor must obtain prior approval for use of off-duty Uniformed Police Officers through an Approved Traffic Control Plan and approved amendments to the contract traffic control Plans. The off-duty Uniformed Police Officer shall be in addition to all other personnel required for flagging according to the approved traffic control plan.

A Uniformed Police Officer shall be provided in the event of accidental power outages or disruption of a signalized intersection as a result of Contractor’s Work and remain in place until the intersection becomes satisfactorily operational as determined by Agency Engineer or his/her representative.

The UPO shall be capable of issuing legal tickets for offenders and providing their Agency Police Vehicle with active light bars for night visibility.

**1-10.4(2).RTF**

**1-10.4(2) Item Bids With Lump Sum for Incidentals**

*(April 22,2025 APWA GSP)*

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

“Uniformed Police Officer” will be measured by the hour. Hours will be measured for each fully equipped Uniformed Police Officer, including vehicle, if required, directing or monitoring traffic, as shown on an approved Traffic Control Plan in accordance with Section 1-10.3(1)B of these Special Provisions.

**1-10.5(1).RTF**

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

*(December 30, 2022 APWA GSP, requires approval for use on FHWA-funded projects)*

Revise the pay item name to read:

“Project Temporary Traffic Control, min. Bid $ $$1$$”, lump sum.

**1-10.5(2).OptionA.RTF**

**1-10.5(2) Item Bids with Lump Sum for Incidentals**

*(November 25, 2024, APWA GSP, Option A, requires approval for use on FHWA funded projects)*

Revise the names of the third and fourth pay items to read:

“Flaggers, min. Bid $ $$1$$”, per hour”.

“Other Traffic Control Labor, min. Bid $ $$2$$”, per hour”.

**1-10.5(2).OptionB.RTF**

**1-10.5(2) Item Bids with Lump Sum for Incidentals**

*(November 25, 2024, APWA GSP, Option B)*

Section 1-10.5(2) is supplemented with the following:

“Uniformed Police Officer”, per hour

The unit contract price for “Uniformed Police Officer”, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10.3(1)B of these Special Provisions, including all costs for arrangement for and supervision of uniformed law enforcement personnel and vehicles to participate in the Contractor’s traffic control activities.

**2-06.3(3).RTF**

Add the following new section:

2-06.3(3) Subgrade for Permeable Pavements

*(March 9, 2016 APWA GSP)*

Before placing permeable ballast for Porous HMA/WMA, the Contractor shall bring the Subgrade to the required line, grade, and cross-section. The Contractor shall compact the Subgrade to a depth of 6 inches to at least 90 percent, but not more than 92 percent, of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D. Two (2) density tests will be conducted for every 5,000 square feet of prepared subgrade; or four (4) tests per 200 lineal feet of roadway or sidewalk. All subgrade shall be firm and unyielding as determined by the Engineer.

The Contractor shall take measures to protect the prepared and approved subgrade from traffic, water run-on, standing water, or other damage. Subgrade that has been over compacted, shall be scarified to a minimum depth of eight (8) inches and recompacted.

Material used to protect the Subgrade from traffic or provide access to adjacent facilities shall be removed and the subgrade compacted prior to placing geotextile, if used and/or permeable ballast.

**2-06.5.RTF**

2-06.5 Measurement and Payment

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Measurement for Subgrade for Permeable Pavement will be in accordance with 2-06.5.

**4-04.2(9-03.9(2)).OPT1.RTF**

4-04.2 Gravel Base

*(March 9, 2016 APWA GSP)*

Revise section 9-03.9(2) to read:

***Permeable Ballast***

Permeable ballast shall meet the requirements of Section 9-03.9(1) for ballast except for the following special requirements.

The grading and quality requirements are:

|  |  |  |  |
| --- | --- | --- | --- |
| Grading No. 1 | | Grading No. 2 (AASHTO No. 3) | |
| Sieve Size | Percent Passing | Sieve Size | Percent Passing |
| 2-1/2” | 99-100 | 2-1/2” | 100 |
| 2” | 65-100 | 2” | 90-100 |
| ¾” | 40-80 | 1-½” | 35-70 |
| No. 4 | 0-5 | 1” | 0-15 |
| No. 100 | 0-2 | ½” | 0-5 |
| % Fracture | 95 | No. 100 | 0-3 |
| All percentages are by weight. | | % Fracture | 95 |

The sand equivalent value and dust ratio requirements do not apply.

Los Angeles Wear, 500 Rev. 30% maximum

Degradation Factor 30 minimum

The fracture requirement shall be at least two (2) fractured faces and will apply to the combined aggregate retained on the No. 4 sieve in accordance with WSDOT FOP for AASHTO T 335.

The minimum void ratio of the aggregate shall be 30 percent as determined by AASHTO T 19.

Permeable ballast material may be conditionally approved based on Contractor submitted sampled materials prior to delivery to the site. Final Acceptance will be based on conformance testing completed on material that has been delivered, installed, and compacted on site. The exact point of acceptance will be determined by the Engineer. Material out of conformance with the project specifications will be removed and replaced at the Contractor’s expense.

**4-04.2(9-03.9(2)).OPT2.RTF**

4-04.2 Gravel Base

*(March 9, 2016 APWA GSP)*

Supplement section 9-03.9(2) with the following:

***Crushed Surfacing Choker Course***

Crushed Surfacing Choker Course shall be manufactured from ledge rock, talus, or gravel in accordance with the provisions of Section 3-01. Recycled concrete is not permitted. The materials shall be uniform in quality and substantially free from wood, roots, bark, and other extraneous material and shall meet the following quality test requirements:

Los Angeles Wear, 500 Rev 30% maximum

Degradation Factor 30 minimum

Minimum Void Content: 30% as determined by AASHTO T19 or ASTM C29, rodding procedure.

The grading and quality requirements are:

|  |  |
| --- | --- |
| **Sieve Size** | **Percent Passing** |
| 1-1/2 inch | 100 |
| 1 inch | 95-100 |
| ½ inch | 25-60 |
| #4 | 0-10 |
| #8 | 0-5 |
| % Fracture | 95 |

All percentages are by weight*.*

The fracture requirement shall be at least two (2) fractured faces and will apply to the combined aggregate retained on the No. 4 sieve in accordance with WSDOT FOP for AASHTO T 335.

**4-04.2(9-03.9(2)).OPT3.RTF**

4-04.2 Gravel Base

*(March 9, 2016 APWA GSP)*

Supplement section 9-03.9(2) with the following:

Aggregates for permeable base shall meet the requirements for grading and quality when placed in hauling vehicles for delivery to the site, after placement in temporary stockpiles on site, during installation, and after installation and compaction.

Acceptance of aggregates shall be as provided under non-statistical evaluation.

The Contractor’s submittal for the aggregate material shall provide description of sampling methodology, identify where and how the sample was collected, total weight of sampled collected, description of sample preparation procedures, total weight of sample sieved to determine grain size distribution, and test results. Sampling and preparation shall be in conformance with ASTM D75 and ASTM C702.

**4-04.3(5).RTF**

**4-04.3(5) Shaping and Compaction**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Immediately following spreading and final shaping each layer of surfacing shall be lightly compacted in one lift until no visible movement of aggregate is observed resulting in a firm and unyielding condition, as determined by the Engineer.

**4-04.4.RTF**

4-04.4 Measurement

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Crushed Surfacing Choker Course will be measured by the ton in accordance with Section 1-09.2, based on certified truck tickets collected by the Contractor and provided to the inspector at the end of each working day.

**4-04.5.RTF**

4-04.5 Payment

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

“Crushed Surfacing Choker Course”, per ton.

**4-SA1.RTF**

Supplement Division 4 with the following:

*(May 5, 2015 APWA GSP)*

4-05 Vacant

4-06 ASPHALT TREATED BASE (ATB)

4-06.1 Description

Asphalt treated base (ATB) consists of a compacted course of base material which has been weatherproofed and stabilized by treatment with an asphalt binder.

The Work shall consist of one or more courses of asphalt treated base placed on the Subgrade in accordance with these Specifications and in conformity with the lines, grades, thicknesses, and typical cross-sections shown in the Plans or as staked.

4-06.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt 9-02.1

Anti-Stripping Additive 9-02.4

Aggregates 9-03.6

The grade of paving asphalt shall be as required in the Contract.

4-06.3 Construction Requirements

4-06.3(1) Asphalt Mixing Plant

Asphalt mixing plants for asphalt treated base shall meet the following requirements:

**Heating**

The plant shall be capable of heating the aggregates to the required temperature.

**Proportioning**

The mixing plant shall be capable of proportioning: the aggregates to meet the Specifications, and the asphalt binder will be introduced at the rate specified in the approved mix design. If the aggregates are supplied in two or more sizes, means shall be provided for proportioning or blending the different sizes of aggregates to produce material meeting the Specification requirements.

Recycled asphalt pavement (RAP) may be used in the production of ATB. If utilized, the amount of RAP shall not exceed 30 percent of the total weight of the ATB. The final gradation and asphalt binder content will conform to the approved Job Mix Formula (JMF). ATB will be evaluated under Commercial Evaluation as shown in section 9-03.8(7). Va limts under 9-03.8(7) are excluded from ATB evaluation criteria.

**Mixing**

The mixer shall be capable of producing a uniform mixture of uniformly coated aggregates meeting the requirements of these Specifications.

4-06.3(2) Preparation of Aggregates

Aggregates for asphalt treated base shall be stockpiled before use in accordance with the requirements of Section 3-02.

The aggregates shall be heated as required by the Engineer.

4-06.3(2)A Mix Design

The mix design requirements for asphalt treated base shall be as described in Section 9-03.6(3). Ndesign will be 100 gyrations for all ATB design applications. The asphalt binder shall be PG 64-22 unless specifically altered in the project specifications. The proposed mix design will be submitted for review on WSDOT Form 350-042 with included notes applicable to the ATB design evaluation.

4-06.3(3) Vacant

4-06.3(4) Mixing

The asphalt treated base shall be mixed in accordance with the requirements of Section 5-04.3(8).

4-06.3(5) Hauling Equipment

Hauling equipment for asphalt treated base shall conform to the requirements of Section 5-04.3(2).

4-06.3(6) Spreading and Finishing

Asphalt treated base shall be spread with a spreading machine equipped with a stationary, vibratory, or oscillating screed or cut-off device, subject to the approval of the Engineer. Approval of the equipment shall be based on a job demonstration that the finished product will meet all requirements of the Specifications. Automatic controls will not be required. Unless otherwise directed by the Engineer, the nominal compacted depth of any ATB layer shall not exceed 0.40 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

The internal temperature of the ATB mixture at the time compaction is achieved shall be a minimum of 185°F. Rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F.

4-06.3(6)A Subgrade Protection Course

Unless otherwise specified by the Engineer, the Contractor shall place the asphalt treated base as a protection for the prepared Subgrade on all sections of individual Roadways which are to receive asphalt treated base as soon as 10,000 square yards of Subgrade is completed. This requirement shall not be limited to contiguous areas on the project.

The surface of the Subgrade protection layer when constructed on a grading project shall conform to grade and smoothness requirements that apply to the Subgrade upon which it is placed.

4-06.3(6)B Finish Course

The final surface course of the asphalt treated base, excluding Shoulders, shall not deviate at any point more than ⅜ inch from the bottom of a 10-foot straightedge laid in any direction on the surface on either side of the Roadway crown. Failure to meet this requirement shall necessitate sufficient surface correction to achieve the required tolerance, as approved by the Engineer, at no expense to the Contracting Agency.

When portland cement concrete pavement is placed on an asphalt base, the surface tolerance of the asphalt base shall be such that no elevation lies more than 0.05 feet below nor 0.00 feet above the plan grade minus the specified plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Engineer, at no expense to the Contracting Agency.

4-06.3(7) Density

The asphalt treated base shall be compacted to a density of not less than 80% percent of the maximum theoretical density established for the mix by WSDOT FOP for AASHTO T 209. The density of the base shall be determined by means of tests on cores taken from the Roadway or with the nuclear gauge in accordance with Section 5-04.3(10)B. The frequency of these tests shall be at the discretion of the Engineer, but in no case shall it be less than one control lot for each normal day’s production. The use of equipment which results in damage to the materials or produces substandard workmanship will not be permitted.

4-06.3(8) Anti-Stripping Additive

An anti-stripping additive shall be added to the asphalt binder material in accordance with Section 9-02.4 in the amount designated in a WSDOT mix design/anti-strip evaluation report for a dense graded hot mix asphalt design from the same gravel source within the last 24 months or as evaluated separately by an accredited lab using current WSDOT test methods (AASHTO T324 – Hamburg or WSDOT TM T718 – Modified Lottman). Alternately, the ATB may be evaluated for anti-strip additive using ASTM D3625 (Standard Practice for Effect of Water on Bituminous-Coated Aggregate Using Boiling Water) by an accredited lab. The anti-stripping additive required will be the minimum amount necessary to achieve a passing evaluation.

4-06.4 Measurement

Asphalt treated base including paving asphalt will be measured by the ton.

4-06.5 Payment

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

“Asphalt Treated Base, PG XX-XX”, per ton.

“Anti-Stripping Additive”, if required by one of the evaluation methods allowed in 4-06.3(8), shall be added and included in the unit contract price for Asphalt Treated Base, PG XX-XX, per ton. There will be no separate additional payment for the required anti-strip additive.

**4-SA2.RTF**

Supplement Division 4 with the following:

*(January 26, 2023 APWA GSP)*

4-05 PERMEABLE ASPHALT TREATED BASE (PATB)

4-05.1 Description

Permeable asphalt treated base (PATB) consists of a compacted course of base material which has been weatherproofed and stabilized by treatment with an asphalt binder.

This work consists of constructing one or more courses of PATB upon a prepared foundation or base in accordance with these Specifications and in conformity with the lines, grades, thicknesses, and typical cross-sections shown in the Plans or as established by the Engineer.

4-05.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt 9-02.1

Anti-Stripping Additive 9-02.4

**4-05.2(1) Aggregates for PATB**

**General Requirements**

Aggregates for PATB shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% maximum

Degradation Factor 15 minimum

**Grading**

Aggregates for PATB shall meet one of the following requirements for grading:

|  |  |  |
| --- | --- | --- |
| **Sieve Size** | **Percent Passing \*** | |
|  | Grading 3/4 (1) | Grading 1-1/2 (2) |
| 1-1/2” |  | 100 |
| 1” |  | 90 - 100 |
| ¾” square | 100 | 80 - 95 |
| ½” square | 90 – 100 | 35 - 65 |
| 3/8” square | 40 - 80 | 25 - 45 |
| U.S. No. 4 | 0 - 30 | 0 - 30 |
| U.S. No. 8 | 0 - 20 | 0 - 20 |
| U.S No. 16 | 0 - 10 | 0 - 10 |
| U.S. #200 | 0 - 4 | 0 - 4 |
| \* All percentages are by weight.  (1) – Minimum asphalt binder content = 3.5%  (2) – Minimum asphalt binder content = 3.0% | |  |

The aggregate shall consist of a combination of crushed and natural aggregates with a percent fracture greater than 75% on one face on the No. 4 sieve and above, in accordance with the field operating procedures for AASHTO T 335.

**Test Requirements**

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall meet the following test values:

|  |  |
| --- | --- |
| **Property/Test Method** | **Requirement** |
| % of Theoretical Maximum  Specific Gravity (Gmm) | 80 @ 75 gyrations (approximate = 20% void space) |
| AASHTO T324 Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures |  |
| AASHTO T 283 – Standard Method of Test for Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage | TSR > 0.75 |
| ASTM D3625 – Standard Practice for Effect of Water on Asphalt-Coated Aggregate Using Boiling Water | Coating Area Greater than 95% |
| Aggregate Sand Equivalent for PATB | Not less than 35 |

**Paving Asphalt**

The grade of paving asphalt binder shall be PG58V-22, or higher, unless otherwise specified by the Contract.

The manufacture of PATB may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming that allow for lower mixing and placement temperatures without impacting the final PATB pavement properties.

4-05.3 Construction Requirements

**4-05.3(1) Asphalt Mixing Plant**

Asphalt mixing plants for PATB shall meet the following requirements:

**Heating**

The plant shall be capable of heating the aggregates to the required temperature.

**Proportioning**

The mixing plant shall be capable of proportioning the aggregates to meet the Specifications, and the asphalt binder at the rate specified in the approved job mix formula (JMF). If the aggregates are supplied in two or more sizes, means shall be provided for proportioning or blending the different sizes of aggregates to produce material meeting the Specification requirements

**Mixing**

The mixer shall be capable of producing a uniform mixture of uniformly coated aggregates meeting the requirements of these Specifications.

**4-05.3(2) Preparation of Aggregates**

Aggregates for PATB shall be stockpiled before use in accordance with the requirements of Section 3-02. The aggregates shall be heated in the Asphalt Mixing Plant in compliance with the JMF and related temperature viscosity curves for the asphalt binder grade specified.

**4-05.3(3) Mix Design**

Binder content shall be between 3.0% and 4.5% by total weight of the mix and will be the highest percentage that passes void requirements test at Ndesign = 75 gyrations. The binder content tolerance from the approved PATB mix design target shall be ± 0.3% during production/ placement of the PATB. In no case shall the binder content for the chosen PATB grading (see Section 4-05.2(1)Grading) fall below the specified minimum. The Contractor shall adjust the aggregate to meet the targeted void space specification.

Target void space shall be 20% per ASTM D3203 to determine binder content. Field placed density shall meet the requirements in section 4-05.3(8).

The Contractor shall include a mix design submittal documenting the PATB mix design test results presented alongside the mix design specification criteria included in this Specification, along with the submittal temperature-viscosity curves from the polymer-modified asphalt binder supplier showing the recommended mixing and compaction temperatures developed for dense graded HMA applications.

The Contractor shall determine anti-strip requirements for PATB and provide data for anti-strip dosage as part of the mix design approval process. The PATB mix shall be tested for its resistance to stripping by water in accordance with ASTM D3625. If the estimated coating area is not above 95 percent, a Qualified Products List (QPL) anti-stripping agent shall be added to the PATB to a level that achieves 95 percent plus asphalt binder retention using ASTM D3625. The Contractor shall be responsible for conducting the anti-stripping evaluation and providing a report to the Engineer. A documented anti-strip evaluation (either AASHTO T324 or WSDOT TM T718) of an existing dense graded hot mix asphalt (HMA) from the same aggregate source and binder supplier as the proposed PATB may be used to document acceptable anti-strip dosage rates in lieu of ASTM D3625 testing.

**4-05.3(4) Mixing**

The PATB shall be mixed in accordance with the requirements of Section 5-04.3(6).

**4-05.3(5) Hauling Equipment**

Hauling equipment for PATB shall conform to the requirements of Section 5-04.3(3)B.

**4-05.3(6) Spreading and Finishing**

PATB shall be spread with a spreading machine equipped with a stationary, vibratory, or oscillating screed or cut-off device, subject to the approval of the Engineer. Approval of the equipment shall be based on a test section demonstrating that the finished product will meet all requirements of the Specifications. Automatic controls will not be required.

The internal temperature of the PATB mixture at the time final rolling and targeted consolidation is achieved shall be a minimum of 185°F. Rollers shall only be operated in the static mode when the internal temperature of the PATB in less than 175°F.

Unless otherwise directed by the Engineer the nominal compacted depth for any layer of PATB must be less than 0.40 feet. A light tack coat (approximately 0.02 gallons/square yard residual asphalt) shall be applied between lifts of PATB. A tack coat shall also be applied between the PATB surface and the subsequent paving lifts when cleaning of the PATB surface is necessary.

Tack coat shall be uniformly applied to cover the existing porous pavement with a thin film of residual asphalt free of streaks and bare spots. A heavy application of tack coat shall be applied to all joints. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

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

Unless otherwise approved by the Engineer, the tack coat shall be CSS-1, or CSS-1h, emulsified asphalt. The CSS-1, or CSS-1h, emulsified asphalt may be diluted with water at a rate not to exceed one part water to one-part emulsified asphalt. The tack coat shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

**4-05.3(7)A Subgrade Protection Course**

Unless otherwise specified by the Engineer, the Contractor shall place the PATB as a protection for the prepared foundation or base on all sections of individual Roadways which are to receive PATB as soon as 10,000 square yards of prepared foundation or base is completed. This requirement shall not be limited to contiguous areas on the project.

The surface of the prepared foundation or base protection layer when constructed on a grading project shall conform to grade and smoothness requirements that apply to the prepared foundation or base upon which it is placed.

**4-05.3(7)B Finish Course**

The final surface course of the PATB, excluding shoulders, shall not deviate at any point more than ⅜ inch from the bottom of a 10-foot straightedge laid in any direction on the surface on either side of the Roadway crown. Failure to meet this requirement shall necessitate sufficient surface correction to achieve the required tolerance, as approved by the Engineer, at no expense to the Contracting Agency.

When portland cement concrete pavement is placed on an asphalt base, the surface tolerance of the asphalt base shall be such that no elevation lies more than 0.05 feet below nor 0.00 feet above the plan grade minus the specified plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Engineer, at no expense to the Contracting Agency.

**4-05.3(8) Density & Infiltration Testing for Acceptance**

The PATB shall be consolidated to a firm and unyielding state. The Contractor will develop a roller pattern that will initially consolidate the pavement structure and then use static rolling only thereafter to prevent over compaction. The PATB shall be compacted to a density of 80%, or greater, than the maximum theoretical (Rice) density established for the mix by WSDOT FOP for AASHTO T209. In place Nuclear Density Gauge testing will be performed by the Contractor to monitor the consolidation effort and to avoid over compaction. The frequency of these tests shall be at the discretion of the Engineer. The use of equipment which results in damage to the materials, over consolidates the PATB or produces substandard workmanship shall not be permitted.

Pneumatic tire rollers shall not be used.

The Contractor shall conduct infiltration tests on the finished PATB per ASTM C1701 at locations chosen by the Engineer. Newly-placed PATB shall have a minimum infiltration rate of 150 inches/hour. Infiltration tests shall be completed every 150 linear feet of roadway and conducted in accordance with ASTM C1701. Target density may be adjusted and used for acceptance, at the discretion of the Engineer, if the PATB is consistently meeting the 150 inches/hour acceptance standard.

If the measured infiltration rate is less than 150 inches/hour, the Contractor shall conduct four additional tests as follows in line with the paver direction of travel. Two tests upstream and two tests downstream of the initial test location shall be taken at distances of 20 feet and 40 feet. Results of the additional tests will be averaged. The Contractor shall conduct additional testing upstream and downstream to identify areas to be removed. If the average infiltration rate is less than required the Contractor shall remove and replace the failing PATB areas at the direction of the Engineer and at no cost to the Contracting Agency.

4-05.4 Measurement

PATB will be measured by the ton in accordance with Section 1-09.2, with no deductions being made for the weight of asphalt binder, anti-stripping additive, or any other component of the mixture.

4-05.5 Payment

Payment will be made for the following Bid item:

“Permeable asphalt treated base, PG \_\_\_\_”, per ton.

The unit contract price per ton for “Permeable asphalt treated base, PG \_\_\_\_” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 4-05 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

**5-04.RTF**

5-04 Hot Mix Asphalt

*(January 31, 2023 APWA GSP)*

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

**5-04.1 Description**

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

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

**5-04.2 Materials**

Materials shall meet the requirements of the following sections:

Asphalt Binder 9-02.1(4)

Cationic Emulsified Asphalt 9-02.1(6)

Anti-Stripping Additive 9-02.4

HMA Additive 9-02.5

Aggregates 9-03.8

Recycled Asphalt Pavement (RAP) 9-03.8(3)B, 9-03.21

Reclaimed Asphalt Shingles (RAS) 9-03.8(3)B, 9-03.21

Mineral Filler 9-03.8(5)

Recycled Material 9-03.21

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

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

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01.

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

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

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

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

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

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

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

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

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

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

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

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

**5-04.3 Construction Requirements**

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

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

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

**Minimum Surface Temperature for Paving**

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

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

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

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

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

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

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

**5-04.3(3) Equipment**

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
   1. A mechanical sampling device attached to the HMA plant.
   2. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-04.3(6) Mixing**

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

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

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

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

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

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

HMA Class 1” 0.35 feet

HMA Class ¾” and HMA Class ½”

      wearing course 0.30 feet

      other courses 0.35 feet

HMA Class ⅜” 0.15 feet

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

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

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

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

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

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

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

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

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

**HMA Tolerances and Adjustments**

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

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

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

For Aggregates in the mixture:

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

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

1. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
   1. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
   2. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va 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 “f”** |
| All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves | 2 |
|
| All aggregate passing No. 8 sieve | 15 |
| All aggregate passing No. 200 sieve | 20 |
| Asphalt binder | 40 |
| Air Voids (Va) (where applicable) | 20 |

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

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

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

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

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

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

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

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

If sampled and tested, HMA produced under Commercial 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 commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial 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 street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial 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 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.

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

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

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

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

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

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

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

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

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

**Test Results**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-04.3(12) Joints**

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

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

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

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

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

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

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

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

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

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

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

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

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

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

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

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor’s planing equipment, using an Engineer approved method.

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General for both the Paving and Planing:
   1. The actual times of starting and ending daily operations.
   2. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
   3. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
   4. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
   5. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
   6. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
   7. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
   8. Description of how flaggers will be coordinated with the planing, paving, and related operations.
   9. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
   10. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
   1. When to start applying tack and coordinating with paving.
   2. 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.
   3. 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.
   4. Description of contingency plans for that day’s operations such as equipment breakdown, rain out, and supplier shutdown of operations.
   5. 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 Cl. \_\_\_ PG \_\_\_, HMA for \_\_\_ Cl. \_\_\_ 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.

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

Planing bituminous pavement will be measured by the square yard.

**5-04.5 Payment**

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

“HMA Cl. \_\_\_ PG \_\_\_”, per ton.

“HMA for Approach Cl. \_\_\_ PG \_\_\_”, per ton.

“HMA for Preleveling Cl. \_\_\_ PG \_\_\_”, per ton.

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

“Commercial HMA”, per ton.

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

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_”, per ton.

“Asphalt for Prime Coat”, per ton.

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

“Prime Coat Agg.”, per cubic yard, or per ton.

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

“Planing Bituminous Pavement”, per square yard.

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

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

“Roadway Core”, per each.

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

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

**5-04.1.RTF**

5-04.1 Description

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

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

**5-04.2(9-03.8).RTF**

5-04.2 Materials

*(March 9, 2016 APWA GSP)*

Supplement section 9-03.8 with the following:

**Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)**

**General Requirements**

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.

Degradation Factor 15 min.

**Grading**

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

|  |  |
| --- | --- |
| Sieve Size | Percent Passing |
| ¾” square | 100 |
| ½” square | 90 - 100 |
| 3∕8” square | 55 - 90 |
| U.S. No. 4 | 10 - 40 |
| U.S. No. 8 | 0 - 20 |
| U.S No. 40 | 0 - 13 |
| U.S. No. 200 | 0 - 5 |
| \* All percentages are by weight. | |

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

**5-04.3.RTF**

**5-04.3 Construction Requirements**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

**Porous Asphalt (PHMA/PWMA) Acceptance Infiltration Test**

Contractor shall conduct infiltration tests on the finished PHMA/PWMA per ASTM C1701 at locations chosen by the Engineer. Newly-placed PHMA/PHWA shall have a minimum infiltration rate of 100 inches/hour. I Infiltration tests shall be completed every 150 linear feet of roadway and conducted in accordance with ASTM C1701.

If the measured infiltration rate is less than 100 inches/hour, the Contractor shall conduct an additional four infiltration tests in line with the paver direction of travel. Two tests upstream and two tests downstream of the initial test locations shall be taken at distances of 20 feet and 40 feet. Results of the additional tests will be averaged. The Contractor shall conduit additional testing upstream and downstream to identify area to be removed. If the average infiltration rate is less than required remove and replace the failing section at the direction of the Engineer and at no cost to the Contracting Agency.

**5-04.3(1).RTF**

**5-04.3(1) Hot Asphalt Mixing Plant**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

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

**Fiber Supply System**

When fiber stabilizing additives are determined necessary to achieve drain down criteria per APWA GSP 5-04.3(7)A of these Specifications, a separate feed system that meets the following shall be required:

1. Accurately proportions by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained.

2. The fibers shall be uniformly distributed prior to the injection of the asphalt binder into the mixture. When a continuous or drier-drum type plant is used, the fiber shall be added to the aggregate and uniformly dispersed prior to the injection of asphalt binder.

**Surge and Storage Systems**

The storage time for PHMA/PWMA mixtures shall be no more than four (4) hours for non-insulated silos or eight (8) hours for insulated silos. Placement temperature specifications shall be met regardless of silo storage time.

**5-04.3(7)A.RTF**

**5-04.3(7)A Mix Design**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Mix Designs for PHMA shall be submitted to the Engineer on Washington State DOT Form 350-042 with the additional PHMA test data required by this specification provided as a one page supplemental attachment. The supplemental test data form is available at http://www.wsdot.wa.gov/partners/apwa/PorousAsphaltPavement.pdf.

The asphalt binder for PHMA/PWMA shall be PG 70-22ER polymer modified or higher grade. Binder content shall be between 6.0% and 7.0% by total weight of the mix, and will be the highest percentage that passes both the drain down and void requirements tests at Ndesign = 75 gyrations. The binder content tolerance shall be ±0.3% during production/ placement of the PHMA/PWMA. The Contractor shall adjust the aggregate to meet the maximum drain down test requirements within the ranges provided below.

1. Drain down shall be 0.3 %, maximum, according to ASTM D6390

2. Void ratio shall be 16% to 25% per ASTM D3203 at Ndesign = 75 gyrations.

The Contractor shall include with the submittal temperature-viscosity curves from the polymer-modified asphalt binder supplier showing the recommended mixing and compaction temperatures developed for dense graded HMA applications.

The Contractor shall determine anti-strip requirements for PHMA/PWMA and provide data for anti-stripping. The asphaltic mix shall be tested for its resistance to stripping by water in accordance with ASTM D-3625. If the estimated coating area is not above 95 percent, anti-stripping agents shall be added to the asphalt. Contractor shall be responsible for conducting the anti-stripping evaluation and providing a report to the Engineer.

Alternately, anti-strip evaluation of an existing dense graded hot mix asphalt of the same maximum nominal aggregate class and from the same aggregate materials source may be used to set the anti-stripping requirements for PHMA/PWMA. The anti-strip requirement for the PHMA/PWMA shall be equivalent to the anti-stripping requirement for the HMA.

**5-04.3(8)A1.OPT2.RTF**

**5-04.3(8)A1 General**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Commercial evaluation will be the basis for acceptance of PHMA/ PWMA.

**5-04.3(10)A.RTF**

**5-04.3(10)A General**

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

Pneumatic tire rollers shall not be used for compaction of PHMA/PWMA.

The Contractor shall develop a roller pattern that will initially consolidate the pavement structure as well as target 15% to 18% final air voids (82% to 85% of maximum theoretical (Rice) density). The Contractor shall monitor compaction during placement of PHMA/PWMA with a pavement density gauge.

**5-04.4.RTF**

5-04.4 Measurement

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

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

**5-04.5.RTF**

5-04.5 Payment

*(March 9, 2016 APWA GSP)*

Supplement this section with the following:

“PHMA CL. 1/2" In. PG 70-22ER”, per ton.

The unit Contract price per ton for “PHMA CL. 1/2 In. PG 70-22ER” shall be full compensation for all costs, including anti-stripping additive and tack coat, incurred to carry out requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

**5-06.SA.RTF**

Supplement Division 5 with the following:

(*January 31, 2023 APWA GSP*)

**5-06 PERVIOUS CONCRETE PAVEMENT**

**5-06.1 Description**

This work shall consist of constructing a pervious cementitious pavement composed of portland cement concrete on a prepared subgrade or subbase in accordance with these Specifications and in conformity with the lines grades, thicknesses, and typical cross-sections shown in the Plans or established by the Engineer.

**5-06.2 Materials**

Materials shall meet the requirements of the following sections:

Portland Cement 9-01

Aggregates for Portland Cement Concrete 9-03.1

Premolded Joint Filler for Expansion Joints 9-04.1(2)

Curing Materials and Admixtures 9-23

Water 9-25

Hydration stabilizing admixtures shall conform to the requirements of Section 9-23.6(3) or 9-23.6(5).

**Synthetic Fibers for Concrete**

When specified, synthetic fibers to be included in the mix for portland cement concrete shall conform to the requirements of ASTM D 7508/7508M.

**5-06.3 Construction Requirements**

**5-06.3(1) Pervious Concrete Preconstruction Meeting**

Prior to the start of construction of the pervious concrete pavement section, including excavation of the pavement section, the Contractor shall coordinate, schedule and attend a preconstruction meeting for the pervious concrete pavement. The following are required to attend the meeting:

1. Contracting Agency representative.
2. General Contractor’s representative(s).
3. Engineer of Record for the pervious concrete pavement.
4. Concrete placement lead person(s).
5. Associated Subcontractor’s representative.
6. Pervious concrete Supplier’s representative.

7. Material Testing Laboratory’s representative.

The meeting shall cover all aspects of the work including, but not limited to:

1. Submittals.
2. Short, and long term, schedule.
3. Inspection of the Work.
4. Protection of the Work.
5. Pervious concrete placement.
6. Curing.
7. Materials.
8. Specifications.
9. Testing.
10. Test panel and JMF.

11. Acceptance criteria.

**5-06.3(2) Pervious Concrete Mix Design**

The Contractor shall provide a mix design for pervious concrete and shall submit the mix design to the Engineer in writing. Pervious concrete shall not be placed in the test panels without a mix design that has been reviewed and accepted by the Engineer.

**5-06.3(2)A Mix Design Criteria**

The Contractor shall include the following elements and results of the described procedures in the proposed mix design:

1. A unique identification number for the mix design that is approved for the Job Mix Formula (JMF).
2. Portland cement and blended hydraulic cement shall meet the requirements of Section 9-01.2(1) except that Type III portland cement, Type IT and Type IL blended hydraulic cements, and rapid hardening hydraulic cement, shall not be used.
3. The cementitious content, including pozzolans, if used, shall be a minimum of 480 pounds per cubic yard.
4. The mix shall incorporate a hydration stabilizing admixture.
5. Synthetic microfibers may be utilized at the manufacturer’s recommended dosage rate.
6. Internal curing admixtures may be used at the dosage rate recommended by the manufacturer with the approval of the Engineer.
7. The water / cement ratio shall not exceed 0.35.
8. No more than 25 percent of portland cement in the mix, by weight, may be replaced by fly ash, ground granulated blast furnace slag, or a combination of both.
9. Coarse aggregate shall conform to Section 9-03.1(4), AASHTO Grading No.8.

**5-06.3(2)B Job Mix Formula (JMF)**

The approved mix design established through the approved test panel becomes the JMF.

**5-06.3(3) Submittals**

In accordance with Section 1-05.3, the Contractor shall submit a Type 3 Working Drawing with the following items to the Engineer prior to placing any pervious concrete pavement:

1. The source of all materials proposed for use in constructing pervious concrete pavement.
2. Batch weights for all constituents of one cubic yard of the proposed pervious concrete mix.
3. The saturated surface dry (SSD) specific gravity of all aggregates to be used in the proposed pervious concrete mix.
4. The proposed gradation of coarse aggregates used in pervious concrete.
5. The designed volume in cubic feet of all proposed components for one cubic yard of the proposed pervious concrete mix.
6. The design water / cement ratio of the proposed mix design.
7. The fresh density of the proposed pervious concrete mixture as determined by ASTM C1688.
8. Catalogue cuts and Certificates of Compliance for all proposed admixtures.
9. Mill Certification of the portland cement and pozzolans, if used, for the current lot to be used in the production of the proposed pervious concrete mix. The Contractor shall maintain this submittal throughout the duration of the project as lots change.
10. Current certification by the National Ready Mix Concrete Association (NRMCA) for the batch plant(s) to be used in the production of pervious concrete.
11. Current certifications by the NRMCA for the trucks to be used in transporting pervious concrete from the batch plant to the point of placement.
12. Qualification documentation for current certifications by the NRMCA for the Contractor’s personnel who will be installing pervious concrete. See Section 5-06.3(10)A. Valid acceptable documentation is the NRMCA issued wallet card or certification certificate.

13. At the time of delivery of the material to the site, the Contractor shall provide an original Certificate of Compliance for each truckload of pervious concrete. The Certificate of Compliance shall include information noted in Section 6-02.3(5)B. If the Certificate of Compliance from the concrete producer is not provided to the Engineer upon delivery, the truckload shall not be placed.

**5-06.3(4) Equipment**

Equipment necessary for handling materials, mixing, delivering, and performing all parts of the Work, shall be in good repair, designed for the task, and operated by trained and qualified personnel.

**5-06.3(4)A Batching Plant and Equipment**

Pervious concrete shall be centrally mixed. Batch plants for pervious concrete shall be prequalified in accordance with Section 6-02.3(4)A. Pervious concrete shall not be truck mixed or shrink mixed.

**5-06.3(4)B Mixer Trucks**

Pervious concrete shall be transported to the location by truck mixers, non-agitating trucks shall not be used for the transport of pervious concrete. The drums on mixer trucks used to transport pervious concrete shall have fins that are not excessively worn, damaged or have excessive concrete buildup. Mixer trucks shall be prequalified in accordance with Section 6-02.3(4)A.

**5-06.3(4)C Side Forms**

Pervious concrete shall be placed in stationary forms. If pervious concrete is to be placed against a curb, previously placed concrete, or other existing structure, they may be used as a side form for the pervious concrete paving. Forms for pervious concrete shall be made of steel or wood and shall be in good condition and shall be capable of being anchored in place so that they will be true to grade, line, and slope. Forms shall be sufficiently rigid to maintain specified tolerances and capable of supporting concrete and mechanical concrete placing equipment. Forms shall be in good condition, straight, clean, free of debris, non-adherent rust, and hardened concrete.

Set, align, and brace forms so that the hardened pavement meets the lines, grades and slopes as shown in the drawings. Apply form-release agent to the form face, which will be in contact with concrete, immediately before placing concrete. Form release agent shall not be applied to previously placed concrete. Previously placed pavement shall be protected from damage.

The Contractor shall inspect all forms for line, grade and slope. No pervious concrete shall be placed until the forms have been inspected by the Engineer.

**5-06.3(4)D Finishing Equipment**

Finishing equipment for pervious concrete paving shall be designed for the intended work, shall be clean and in good operating condition.

Equipment used for striking off the pervious concrete shall leave a smooth surface at the planned grades and shall not cause excess paste to be left on, or drawn to, the surface. If rollers or spinning screeds are used to compact, they shall be of sufficient weight and width to compact the pervious concrete uniformly through its depth and to grade without marring the surface. Equipment used for compacting pervious concrete shall not cause the surface to close or otherwise clog and shall produce a surface that is free of ridges or other imperfections. Tools used for producing joints shall be designed and manufactured for the purpose and shall not otherwise damage or mar the surface.

Vibrating equipment shall not be used for placement or compaction of pervious concrete.

**5-06.3(5) Measuring and Batching Materials**

Measuring and batching materials for pervious concrete pavement shall conform to the requirements of Section 5-05.3(4).

**5-06.3(6) Acceptance**

For acceptance, pervious concrete pavement will be divided into lots as follows: A single lot is represented by the lesser of: one day’s production or 360 square yards of pervious concrete in place. Where the Contractor has more than one crew placing pervious concrete, individual lots will be associated with each crew. Representative lot size will be determined to the nearest square yard. If no sample is taken on a day, that day’s quantities may be included in the next or previous day's lot(s). The Engineer may isolate an area of pervious concrete within a lot that does not meet Contract requirements and the area will be considered a separate lot for purposes of acceptance. Lots determined in this manner shall be extended as necessary such that they are bounded by planned joints. Acceptance of a lot of pervious concrete pavement will be based on the following criteria:

1. **Grade:** Conform to the dimensions, lines, slopes and grades specified on the plans. Pervious concrete pavement shall be true to planned grades and cross slopes and shall not deviate from grade more than ¼ inch in ten feet.
2. **Conformance to JMF:** The pervious concrete pavement used shall conform to the mix design for the JMF within the limits as set forth in Section 6-02.3(5)C and as determined from the accepted test panel.
3. **Compacted Depth and Average Hardened Density:** After a minimum of seven calendar days of curing, obtain three random core samples from each lot by removing cores in accordance with ASTM C42/C42M and measure the length of each core in accordance with ASTM C1542/1542M. No single core length shall be deficient by more than 3/4 inch of the design depth as shown on the plans. The average length of all cores from a lot shall be within minus 3/8 inch of the design depth as shown on the plans. After the length is measured, measure hardened density of each core in the lot in accordance with ASTM C1754/C1754M. The hardened density from a lot must be within +/- 5 percent of the average hardened density of the JMF (approved test panel). Core holes shall be filled by the Contractor with pervious concrete meeting the JMF and shall match adjacent pavement color, texture and grade.
4. **Infiltration Rate:** The infiltration rate at any single test point shall not be less than 100 inches per hour when tested in accordance with Section 5-06.3(6)A.
5. **Fresh Density:** The fresh density of each lot will be measured by ASTM C1688 at the point of placement shall be within +/- five pounds per cubic foot of the fresh density determined from the JMF (approved test panel).

6. **Appearance:** The appearance of each lot shall be consistent with the JMF (approved test panel). The pervious concrete pavement shall have a consistent surface texture, shall not be raveled, shall be free of ridges or other surface imperfections, shall have joints that are in the specified location and are constructed per specification, and shall be free of cracks.

Testing for acceptance will be performed by the Engineer.

**5-06.3(6)A Infiltration Rate of the Placed Pavement**

The infiltration rate of the pervious concrete shall be determined at four random locations within each lot. The locations for conducting infiltration tests will be determined by the Engineer. The Contractor shall coordinate and schedule testing with the Engineer a minimum of five Working Days in advance of the infiltration testing. The infiltration rate on the finished surface will be determined in accordance with ASTM C1701, except the infiltration ring diameter may be 12-inches to 24-inches in diameter. The infiltration test will be conducted after a minimum of seven calendar days of curing has occurred.

If the measured infiltration rate is less than 100 inches/hour at any test location, the Contractor may request in writing that the Engineer perform additional infiltration tests for the purpose of assessing overall infiltration performance and/or determining a defective lot in accordance with Section 5-06.3(6). The determination of a defective lot, or lots, and the extent(s), will be determined by the Engineer. The cost of additional testing shall be the responsibility of the Contractor at a cost of \*\*\*$$1$$\*\*\* per test.

**5-06.3(7) Rejection**

Pervious concrete may be rejected by the Contractor for any reason at no expense to the Contracting Agency.

A truckload of pervious concrete will be rejected if the Certificate of Compliance in accordance with 5-06.3(3) is not provided at the time of delivery of the material to the site.

Pervious concrete that is improperly cured or is allowed to freeze during the initial seven day curing period will be rejected.

A lot of pervious concrete pavement that does not meet the requirements in Section 5-06.3(6) will be rejected.

During the removal process of the rejected pavement, the Contractor shall implement measures to protect the adjacent pervious concrete pavement to remain. If pervious concrete pavement becomes damaged by the Contractor during removal of the rejected pavement, then additional pavement areas may be rejected by the Engineer to the next planned joint.

Fresh pervious concrete that has been rejected by the Engineer, or the Contractor, shall not be placed, or shall be removed and replaced, at no additional cost.

**5-06.3(8) Mixing Pervious Concrete**

Batch, mix and deliver pervious concrete in compliance with ASTM C94/C94M except that pervious concrete shall not be transit mixed or shrink mixed. If water is added to the mix after it is delivered on site, the fresh density for the pervious concrete shall meet the requirements of the approved JMF referenced in this section.

**5-06.3(8)A Limitations of Mixing Pervious Concrete**

Mixing and placing concrete shall be discontinued when a descending air temperature in the shade away from artificial heat reaches 40º F and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 40ºF.

The temperature of fresh pervious concrete shall not be less than 55° F, nor more than 90°F when placed.

Pervious concrete shall not be mixed with aggregates having a temperature less than 32°F.

**5-06.3(9) Subgrade Preparation and Subbase**

Prepare and protect subgrade in accordance with Section 2-06.

Prepare and protect subbase in accordance with Section 4-04.

**5-06.3(10) Placing, Spreading, Finishing, Edging, Tolerances and Curing**

Pervious concrete shall not be placed, compacted or finished when the natural light is inadequate, unless an adequate lighting system is in operation. The adequacy of light will be determined by the Engineer.

Wet the surface of the subbase with water immediately before placing pervious concrete. Deposit concrete either directly from the transporting equipment or by conveyor on the subbase, unless otherwise specified. Pervious concrete shall not be placed on frozen subbase. Deposit concrete between the forms to an approximately uniform height. Spread the concrete using mechanized equipment or hand tools.

Strike off concrete between forms using a form-riding paving machine, roller screed, or spinning screed.

Compact concrete to a uniformly dense structure without clogging the surface with paste.

Finish the pervious concrete to a uniform, open-textured surface to match the appearance of the approved JMF test panel.

Edges shall be hand tooled to a radius of ¼ inch.

Curing materials for pervious concrete shall be in place no more than 20 minutes of discharge onto the subbase. The pavement surface and all exposed edges shall be completely covered with sheet curing materials conforming to Section 9-23.1. The curing material shall be secured at all exterior edges and interior laps without damaging the pervious concrete. The method of securing the curing material shall prevent wind from removing the sheet and from blowing under the sheet across the surface of the concrete. Cure the pavement continuously for a minimum of seven days.

All traffic (foot and vehicular), staging, stockpiling or other work shall be kept off of the pervious concrete pavement during the curing period.

**5-06.3(10)A Contractor’s Qualifications**

The contractor shall employ no less than one National Ready Mixed Concrete Association (NRMCA) certified Pervious Concrete Craftsman for each crew, who must be on site, over-seeing the work during all pervious concrete placement; or employ no less than three NRMCA Certified Pervious Concrete Installers per crew, who must be on site working during each pervious concrete placement. The minimum number of certified individuals must be present on each crew for every pervious concrete placement, including the test panel placements, and a certified individual must be in charge of the placement crew and procedures.

If personnel used for installing pervious concrete are unqualified, inattentive to quality, or unsafe, they shall be removed or reassigned from installation of pervious concrete at the written request of the Engineer.

**5-06.3(10)B Test Panel**

Production placement of pervious concrete shall not occur until the Contractor has completed a test panel of pervious concrete pavement that meets all of the acceptance criteria described herein and accepted by the Engineer.

The Contractor shall construct a test panel utilizing a minimum of seven cubic yards of pervious concrete. If multiple pavement section depths are shown on the plans, a test panel shall be constructed for each pavement section depth/thickness. The width of the test panel shall have a width no smaller than the greatest width to be constructed on the project. The test panel(s) shall include at least one joint and at the spacing specified on the plans and specifications. Test panels may be placed non-contiguously. The test panel(s) shall be equivalent and representative of the production pervious concrete pavement in all aspects including subbase, depth, joints, method of placement, curing, and preparation. Construction and evaluation of the test panel shall occur as follows:

1. Notify the Engineer at least ten Working Days before installing pervious concrete test panels.
2. Coordinate the location of the test panel with the Engineer.
3. Install the test panel in accordance with the Specifications and Plans.
4. Notify the Engineer when the test panel is ready for inspection and acceptance testing.
5. Acceptance testing will be conducted in accordance with Section 5-06.3(6).
6. Remove, replace, and dispose of any unsatisfactory portions of test panels as determined by the Engineer, at no additional cost to the Contracting Agency.

Failure to install acceptable test panel(s) of pervious concrete will indicate an unapproved test panel(s) and require new test panel(s) for review.

The completed and approved test panel(s) shall establish the JMF.

The approved test panel shall meet the requirements of Section 5-06.3(6).

Upon successful completion of the infiltration test, unless otherwise determined by the Engineer, three cores will be obtained in accordance with ASTM C42 and will be used to validate the mix design under the acceptance criteria of Section 5-06.3(6). Cores shall be taken at the same location where the infiltration test was conducted. The average hardened density of the cores shall be the hardened density used for the JMF. The hardened density of each core used for determining the JMF shall be within five percent of the mean value of the three cores. Core holes shall be filled by the Contractor with pervious concrete meeting the proposed JMF and shall match adjacent pavement color, texture and grade.

The completed and accepted test panels shall be maintained and protected throughout the duration of the Work and may not be demolished and disposed of without written permission from the Engineer. If the test panel(s) is incorporated into the Work, it shall remain in place accepted as a single lot.

**5-06.3(11) Joints**

Construct joints at the locations, depths and with horizontal dimensions indicated on plans unless noted otherwise in this section. Joints shall be of three types: construction, contraction, and isolation. Construction joints shall be formed at the end of a day’s work or when necessary to stop production for any reason. Contraction joints shall be used to control random cracking. Isolation joints shall be used where the pervious concrete abuts existing facilities or where shown on the Plans.

**5-06.3(11)A Construction Joints**

Construction joints shall be located at the location of a planned contraction or isolation joint. Construction joints are to be formed by placing a header between the forms, at right angles, to the full depth of the finished pervious concrete, and set to the height of the forms. Pervious concrete shall be placed against the header and compacted and finished as normal, including edging. The header shall remain in place until paving resumes.

**5-06.3(11)B Contraction Joints**

Contraction joints (transverse and longitudinal) shall be constructed at the locations and intervals shown in the Plans. Contraction joints shall be a depth of 1/3 the thickness of the pervious concrete pavement section and have a width of no more than 1/4 inch.

Plastic formed contraction joints shall be tooled on both sides of the joint with a radius of ½ inch. Tool joint to the depth and width in fresh concrete immediately after the concrete is compacted.

Contraction joints may be saw cut. Sawcutting shall occur as soon as the pervious concrete surface can be traversed without marring and when saw cutting can be performed without raveling or dislodging aggregate. Curing measures shall only be removed to the extent that saw cutting may be performed and shall be immediately replaced when the joint is cut. Slurry from saw cutting shall be vacuumed immediately with the saw cutting operation and shall not be allowed to accumulate or otherwise infiltrate or clog the pervious concrete. The minimum width of a saw cut joint shall be 1/8 inch.

**5-06.3(11)C Isolation Joints**

Isolation joints shall be placed where the pervious concrete abuts existing structures or where shown on the Plans. Isolation joints shall continue through the depth of the pervious concrete using a 3/8 inch premolded joint filler meeting the requirements of Section 9-04.1(2). Isolation joints may be formed by forming a construction joint and affixing the premolded joint filler against one side of the joint and placing fresh pervious concrete against it. Isolation joints and filler shall be flush with the surrounding pervious concrete and shall not deviate from the acceptance criteria for smoothness as shown in Section 5-06.3(6). The edge of the pervious concrete adjacent the premolded joint filler shall be hand tooled with a ½ inch radius.

**5-06.3(12) Cold Weather Work**

When concrete is being placed and the ambient air temperature is expected to drop below 35°F during the day or night, the Contractor shall protect the concrete from freezing. The Contractor shall submit for approval a Cold Weather Plan prior to placing concrete when ambient air temperature below 35°F is anticipated, or when requested by the Engineer. When a Cold Weather Plan is required, pervious concrete shall not be placed without an approved Cold Weather Plan.

Under the Cold Weather Plan, the Contractor shall provide a sufficient supply of straw, hay, blankets, or other suitable blanketing material and spread it over the pavement to a sufficient depth to prevent freezing of the concrete. The blanket material shall be placed on top of the sheet curing materials and covered with a layer of burlap or plastic sheeting, weighted or anchored to prevent the wind from displacing the insulation. At no time during the curing period shall the temperature of the pervious concrete be allowed to drop below 55°F. The Engineer may require recording thermometers if daytime temperature is below 50°F. The curing period may be extended by the Engineer if the pervious concrete temperature has been allowed to drop below 55°F.

The cold weather protection shall be maintained for seven days.

**5-06.3(13) Protection of Pervious Concrete Pavement**

As part of the Construction Stormwater Pollution Prevention plan (SWPPP), rain runoff, surface water of any kind and sediment shall be prevented from entering the area of pervious concrete construction, including excavation, until the pervious concrete application has cured, testing is completed and determined to meet specifications, and the adjacent areas that sheet flow/drain onto the pervious concrete are permanently stabilized from erosion and/or plantings are established. Once pavement is placed, flow diversion measures and protective covers shall continually be maintained until adjacent areas are permanently stabilized and concrete has been accepted. Construction vehicular traffic shall not be allowed onto the pervious concrete pavement.

The pavement may be opened to vehicular traffic after the pervious concrete has cured for at least seven uninterrupted days, all testing has been completed, and the pavement has been accepted by the Engineer.

The Contractor shall take every precaution to protect the pervious concrete pavement from damage, including the introduction of foreign materials to the surface, throughout the course of the work. Pervious concrete pavement that is damaged or has been adversely impacted by the introduction of foreign materials shall be remediated to the satisfaction of the Engineer or rejected and replaced to the nearest joint.

**5-06.4 Measurement**

Measurement for “Pervious Concrete Sidewalk” will be by the square yard of finished surface of pervious concrete sidewalk. No measurement will be made for blocked out areas, castings or other discontinuities in the sidewalk nine square feet or larger.

Measurement for “Pervious Concrete Pavement” will be by the square yard of the finished surface of pervious concrete pavement. No measurement will be made for blocked out areas, castings or other discontinuities in the pavement nine square feet or larger.

**5-06.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

“Pervious Concrete Sidewalk”, per square yard.

The Unit contract price per square yard for “Pervious Concrete Sidewalk” shall be full pay for furnishing all labor, tools, equipment and materials required to construct the pervious concrete sidewalk as specified in this Section, including but not limited to; performing mix designs, and placing pervious concrete.

“Pervious Concrete Pavement”, per square yard.

The Unit contract price for “Pervious Concrete Pavement” shall be full pay for furnishing all labor, tools, equipment and materials required to construct the pervious concrete pavement as specified in this Section, including but not limited to, performing mix designs, and placing pervious concrete.

**9-03.6.RTF**

9-03.6 Vacant

Delete this Section and replace it with the following:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

*(May 5, 2015 APWA GSP)*

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.

Degradation Factor 15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

|  |  |
| --- | --- |
| **Sieve Size** | **Percent Passing** |
| 2″ | 100 |
| ½″ | 56-100 |
| No. 4 | 32-72 |
| No. 10 | 22-57 |
| No. 40 | 8-32 |
| No. 200 | 2.0-9.0 |

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate) 93@

100 gyrations

AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass

(Acceptable anti-strip evaluation tests)

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.