

Contract Provisions

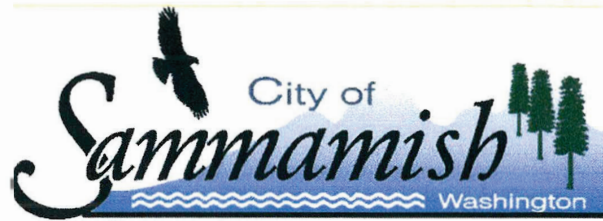
For Construction of:

228th Avenue Overlay
(SE 8th Street to NE 8th Street
Federal Aid No. NHPP-2207(003)

July 2022

CITY OF SAMMAMISH
PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075





CONTRACT PROVISIONS
for
228th Avenue Overlay
(SE 8th Street to NE 8th Street)
Federal Aid No. NHPP-2207(003)

City of Sammamish
King County, Washington
Public Works Department
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500
FAX (425) 295-0600



Approved for Construction:

Audrie Starsy Digitally signed by Audrie Starsy
Date: 2022.07.12 13:30:03 -07'00' Jul 12, 2022

Audrie Starsy, Date
Acting Public Works Director**

Jim Grueber Digitally signed by Jim Grueber
Date: 2022.07.12 17:13:58
-07'00' Jul 12, 2022

Jim Grueber, P.E. Date
Project Engineer

****The signature of the Public Works Director on these Contract Provisions shall serve as written approval for all variations to the Public Works Standards contained within this project as required by PWS. 10.170.**

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PART 1

PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS

CITY OF SAMMAMISH 228th Avenue Overlay (SE 8th Street to NE 8th Street)

Sealed proposals will be received by the City of Sammamish up to 11:00 a.m. (local time) on Friday, August 5, 2022, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the 228th Avenue Overlay (SE 8th Street to NE 8th Street). Bids received after the time and date listed above will not be considered. Sealed proposals should be addressed to the following:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Attn: City Clerk

The work in this contract includes mill and HMA overlay, pavement repair, reinstallation of signal loops, pavement markings, and traffic control on 228th Avenue from near SE 8th Street to near NE 8th Street.

The work shall be completed within thirty-five [35] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, Sammamish, Washington.

At 11:05 a.m. (local time) on Friday, August 5, 2022, the proposals will be publicly opened and read aloud. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

Plans, Specifications, addenda, Bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at www.bxwa.com. Click on "Posted Projects"; "Public Works", "City of Sammamish", and "Projects Bidding". Bidders are required to register in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

The City of Sammamish in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Financing for this Project will be provided by the City of Sammamish and a federal grant administered by the Washington State Department of Transportation and includes a DBE goal of 16%. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

Lita Hachey
City Clerk

DATES OF PUBLICATIONS

Daily Journal of Commerce: Friday, July 15, 2022 and Friday, July 22, 2022

Seattle Times: Friday, July 15, 2022 and Friday, July 22, 2022

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- _____ **Proposal**
- _____ **Schedule of Prices**
- _____ **Local Agency Certification for Federal-Aid Contracts**
- _____ **Non-Collusion Declaration**
- _____ **Certification of Compliance with Wage Payment Statutes**
- _____ **Local Agency Subcontractor List (WSDOT 271-015A)**
- _____ **DBE Utilization Certification (WSDOT 272-056)**
- _____ **Proposal Signature Page**
- _____ **Local Agency Proposal Bond**

Forms that must be executed in full within 48 hours (not including Saturdays, Sundays and Holidays) of time of the Proposal.

- _____ **Statement of Bidder's Qualifications**
- _____ **Responsible Bidder Criteria**
- _____ **Disadvantaged Business Enterprise Written Confirmation Document (WSDOT 422-031)**
- _____ **Disadvantaged Business Enterprise Bid Item Breakdown Form (WSDOT 272-054)**
- _____ **Disadvantaged Business Enterprise Trucking Credit Form (WSDOT 272-058)**

2. CONTRACT DOCUMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d., e. and f.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Local Agency Contract
- b. Performance Bond
- c. Payment Bond
- d. Certificate of Insurance
- e. Certificate of Builder's Risk "All Risk" Insurance
- f. City of Sammamish Business License

PART 2

PROPOSAL

PROPOSAL

Honorable Mayor and Council
City of Sammamish
801 228th Avenue NE
Sammamish, WA 98075

The work in this contract includes mill and overlay, pavement repair, reinstallation of signal loops, pavement markings, and traffic control on 228th Avenue from near SE 8th Street to near NE 8th Street.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding sixty (60) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best

PROPOSAL – Continued

Print Contractor Name

interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

I, the undersigned, hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapters 49.46, 49.48, or 49.52 within three (3) years prior to this project's bid solicitation date.

Very Truly Yours,

Print Company Name

By (Print Name)

By (Signature)

Title

Date

Place of Execution Date

SCHEDULE OF PRICES**NOTE:**

- Unit prices for all items, all extensions, and the total amount bid must be shown.
- The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.
- Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.
- All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.

(Standard Specifications and Special Provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

Schedule A: Roadway Overlay (FHWA Funded)

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1.	1-04.4(1)	Minor Change	CALC	1	\$5,000.00	\$5,000.00
2.	1-05.4	Roadway Surveying	LS	1		
3.	1-07.15(1)	SPCC Plan	LS	1		
4.	1-09.7	Mobilization	LS	1		
5.	1-10.5	Traffic Control Supervisor	LS	1		
6.	1-10.5	Flaggers	HR	1,000		
7.	1-10.5	Contractor Provided – Uniformed Police Officer	HR	280		
8.	1-10.5	Portable Changeable Message Sign	HR	3,000		
9.	1-10.5	Other Traffic Control Labor	HR	100		
10.	1-10.5	Other Temporary Traffic Control	LS	1		
11.	2-02.5	Removing Miscellaneous Traffic Item	LS	1		
12.	4-04.5	Crushed Surfacing Base Course	TN	60		

PROPOSAL – Continued

Print Contractor Name

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
13.	5-03.5	Asphalt for Fog Seal	SY	190		
14.	5-04.5	Planing Bituminous Pavement	SY	34,400		
15.	5-04.5	Temporary HMA	TN	30		
16.	5-04.5	HMA for Pavement Repair Cl. 1/2" PG 58H-22	TN	130		
17.	5-04.5	HMA Cl. 1/2" PG 58H-22	TN	4,000		
18.	5-04.5	Asphalt Cost Price Adjustment	CALC	1	\$10,000.00	\$10,000.00
19.	5-04.5	Pavement Repair Excavation, Incl. Haul	SY	230		
20.	7-05.5	Temporarily Lower Catch Basin	EA	14		
21.	7-05.5	Adjust Catch Basin	EA	14		
22.	7-05.5	Replace Catch Basin Rectangular Solid Lid	EA	1		
23.	7-05.5	Temporarily Lower Manhole (Storm)	EA	13		
24.	7-05.5	Adjust Manhole (Storm)	EA	13		
25.	8-01.5	Erosion Control and Water Pollution Prevention	LS	1		
26.	8-07.5	Precast Dual Faced Sloped Mountable Curb	LF	1,580		
27.	8-09.5	Raised Pavement Marker, Type 2	HD	3.4		
28.	8-10.5	Flexible Guide Post	EA	20		
29.	8-13.5	Adjust Monument Case and Cover	EA	3		
30.	8-20.5	Traffic Detection Loop	EA	160		
31.	8-22.5	Paint Line	LF	10,700		
32.	8-22.5	Plastic Wide Line	LF	3,000		
33.	8-22.5	Plastic Crosswalk Line	SF	2,100		
34.	8-22.5	Plastic Stop Line	LF	450		
35.	8-22.5	Plastic Traffic Arrow	EA	40		
36.	8-22.5	Painted Bicycle Lane Symbol	EA	1		

PROPOSAL – Continued

Print Contractor Name

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
37.	8-23.5	Temporary Pavement Markings – Short Duration	LF	12,000		
Subtotal Construction Cost, Schedule A						
Washington State Sales Tax (0% Per W.S. Revenue Rule 171)						
Total Construction Cost, Schedule A						

PROPOSAL – Continued

Print Contractor Name**Schedule B: Utility Adjustments (Non-Participating)**

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1.	7-05.5	Temporarily Lower Manhole (Sanitary Sewer)	EA	20		
2.	7-05.5	Adjust Manhole (Sanitary Sewer)	EA	20		
3.	7-05.5	Temporarily Lower Manhole (Telephone)	EA	4		
4.	7-05.5	Adjust Manhole (Telephone)	EA	4		
5.	7-12.5	Temporarily Lower Valve Box	EA	50		
6.	7-12.5	Adjust Valve Box	EA	50		
Subtotal Construction Cost, Schedule B						
Washington State Sales Tax (0% Per W.S. Revenue Rule 171)						
Total Construction Cost, Schedule B						

Total Construction Cost, Schedule A	
Total Construction Cost, Schedule B	
Total Construction Cost, Schedules A and B	

**Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2.*

LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SR

DOT Form 272-040A EF
07/2011

NON-COLLUSION DECLARATION

**Failure to return this Declaration as part of the bid proposal package
will make the bid nonresponsive and ineligible for award.**

NON-COLLUSION DECLARATION

**I, by signing the proposal, hereby declare, under penalty of
perjury under the laws of the United States that the following
statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has
(have) not, either directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of
free competitive bidding in connection with the project for which this
proposal is submitted.
2. **That by signing the signature page of this proposal, I am
deemed to have signed and to have agreed to the provisions
of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free
“hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone
with knowledge of possible bid rigging, bidder collusion, or other fraudulent
activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT's continuing effort to identify and investigate
highway construction contract fraud and abuse and is operated under the
direction of the USDOT Inspector General. All information will be treated
confidentially and caller anonymity will be respected.



**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT
STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**1ST AD DATE**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

LOCAL AGENCY SUBCONTRACTOR LIST

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

Disadvantaged Business Enterprise Utilization Certification

Box 2:

[illegible]

C

LOCAL AGENCY PROPOSAL – SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.

A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	<input type="checkbox"/>	In the Amount of _____
Cashier's Check	<input type="checkbox"/>	_____ Dollars
Certified Check	<input type="checkbox"/>	(\$_____) Payable to the City of Sammamish
Proposal Bond	<input type="checkbox"/>	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must Be Signed →

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Sammamish will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

DOT Form 272-036K EF
07/2011

LOCAL AGENCY PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the
a corporation duly organized under the laws of the State of Washington, and authorized to do business
in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full
and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents. The condition of this
bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the
following highway construction, to wit:

228TH AVENUE OVERLAY

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract
be awarded to said principal, and if said principal shall duly make and enter into and execute said
contract and shall furnish bond as required by City of Covington the within a period of twenty (20)
days from and after said award, exclusive of the day of such award, then this obligation shall be null
and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed
and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001A EF
07/2011

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No.: _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above: _____

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by the firm: _____

List all of the projects over one-hundred thousand dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner's name and phone number, and the Engineer's name.

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL – Continued

Print Contractor Name

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____
2. _____
3. _____
4. _____
5. _____

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

Have you changed bonding company within the last three (3) years? _____

If so, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state

government? _____ For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain: _____

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: _____ No _____

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder's employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your Bid as being "**Non-Responsive**". *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker's Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker's Comp account with the WA State Dept. of Labor & Industry please explain why.
☐ Yes
☐ No (If No, you are not eligible to bid on this project
☐ No Account – Explain why: _____
6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?
☐ Yes (If Yes, you are not eligible to Bid on this Project)
☐ No

PART 3

CONTRACT DOCUMENT FORMS

LOCAL AGENCY CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____,
Between the **CITY OF SAMMAMISH** under and by virtue of Title 35 RCW, as amended and
_____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agrees as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for the 228th Avenue Overlay (SE 8th Street to NE 8th Street) in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by City of Sammamish.

II. The City of Sammamish hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the City of Sammamish by reason of entering into this contract, except as provided herein.

CONTRACT NUMBER

LOCAL AGENCY CONTRACT – Continued

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the said City of Sammamish the day and year first above written.

Executed by the Contractor _____, _____

(Contractor)

CITY OF SAMMAMISH

Title: _____

By: _____

Date: _____, _____



**EXHIBIT A
SCOPE OF SERVICES**

SAMPLE

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		City of Sammamish 801 228th Ave SE Sammamish, WA 98075
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**PUBLIC WORKS PERFORMANCE BOND
to CITY OF SAMMAMISH, WA**

Bond No. _____

The **CITY OF SAMMAMISH**, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as 228th Avenue Overlay (SE 8th Street to NE 8th Street in Sammamish, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the _____, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date

Surety Signature _____ Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

**PUBLIC WORKS PAYMENT BOND
to CITY OF SAMMAMISH, WA**

Bond No. _____

The **CITY OF SAMMAMISH**, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as 228th Avenue Overlay (SE 8th Street to NE 8th Street in Sammamish, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to _____, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART 4

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

PART 5

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 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 project-specific Special Provisions are not labeled as such. 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 WSDOT GSP)
(May 1, 2013 COS)

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/APWA, current edition
- Public Works Standards, City of Sammamish, current edition

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

1 **DIVISION 1**

2
3 **GENERAL REQUIREMENTS**

4
5 **DESCRIPTION OF WORK**

6
7 (March 13, 1995 WSDOT GSP)

8 This contract provides for the mill and overlay, pavement repair, reinstallation of
9 signal loops, pavement markings, and traffic control on 228th Avenue from near
10 SE 8th Street to near NE 8th Street, and other work all in accordance with the
11 attached Contract Plans, these Special Provisions and the Standard
12 Specifications.

13
14 **1-01.3 Definitions**

15 (*January 19, 2022 APWA GSP*)

16
17 Delete the heading **Completion Dates** and the three paragraphs that follow it,
18 and replace them with the following:

19
20 **Dates**

21
22 ***Bid Opening Date***

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

25
26 ***Award Date***

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

29
30 ***Contract Execution Date***

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

33
34 ***Notice to Proceed Date***

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

37
38 ***Substantial Completion Date***

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

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

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 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.

SPECIAL PROVISIONS - Continued

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 (e.g., 11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

1-02.4(1) General

(January 19, 2022 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 3 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

SPECIAL PROVISIONS - Continued

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this Section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option A)

Supplement this section with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. 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.

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

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

SPECIAL PROVISIONS - Continued

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

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

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

SPECIAL PROVISIONS - Continued

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 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.

SPECIAL PROVISIONS - Continued

1-02.9 Delivery of Proposal

(January 19, 2022 APWA GSP Option B)

Delete this section and replace it with the following:

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

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

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

DBE Utilization Certification

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 and/or GFE Documentation

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

DBE Bid Item Breakdown and DBE Trucking Credit Form

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48

SPECIAL PROVISIONS - Continued

1 hours (not including Saturdays, Sundays and Holidays) after the time for
2 delivery of the Proposal. To be considered responsive, Bidders shall
3 submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit
4 Form for each DBE Trucking firm listed on the DBE Utilization
5 Certification, however, minor errors and corrections to DBE Bid Item
6 Breakdown or DBE Trucking Credit Forms will be returned for correction
7 for a period up to five calendar days (not including Saturdays, Sundays
8 and Holidays) after the time for delivery of the Proposal. A DBE Bid Item
9 Breakdown or DBE Trucking Credit Forms that are still incorrect after the
10 correction period will be determined to be non-responsive.

11
12 Supplemental bid information submitted after the proposal submittal but
13 within 48 hours of the time and date the proposal is due, shall be
14 submitted as follows:

- 15
16 1. In a sealed envelope labeled the same as for the Proposal, with
17 "Supplemental Information" added, or
- 18 2. By facsimile to the following FAX number: (425) 295-0600, or
- 19 3. By e-mail to the following e-mail address:
20 jgrueber@sammamish.us

21
22 Proposals that are received as required will be publicly opened and read
23 as specified in Section 1-02.12. The Contracting Agency will not open or
24 consider any Bid Proposal that is received after the time specified in the
25 Call for Bids for receipt of Bid Proposals, or received in a location other
26 than that specified in the Call for Bids. The Contracting Agency will not
27 open or consider any "Supplemental Information" (DBE confirmations or
28 GFE documentation) that is received after the time specified above, or
29 received in a location other than that specified in the Call for Bids.

30
31 If an emergency or unanticipated event interrupts normal work processes
32 of the Contracting Agency so that Proposals cannot be received at the
33 office designated for receipt of bids as specified in Section 1-02.12 the
34 time specified for receipt of the Proposal will be deemed to be extended to
35 the same time of day specified in the solicitation on the first work day on
36 which the normal work processes of the Contracting Agency resume.

SPECIAL PROVISIONS - Continued

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.

1-02.13 Irregular Proposals

(October 1, 2020 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 authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;

SPECIAL PROVISIONS - Continued

- f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation 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;
 - j. 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 was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, 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;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, 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;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
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;

SPECIAL PROVISIONS - Continued

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

SPECIAL PROVISIONS - Continued

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this Section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 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,

SPECIAL PROVISIONS - Continued

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.

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

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 10 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 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

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).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision 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 SCOPE OF WORK

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

(December 10, 2020 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(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 \$10,000 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.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this Section with the following:

(January 13, 2021 WSDOT GSP)

Contractor Surveying - Roadway

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

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

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

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

SPECIAL PROVISIONS - Continued

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

SPECIAL PROVISIONS - Continued

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

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

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

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

SPECIAL PROVISIONS - Continued

Roadway paving pins for
surfacing or paving

± 0.01 feet

± 0.2 feet
(parallel to alignment)
 ± 0.1 feet
(normal to alignment)

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

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

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

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

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

Payment

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

"Roadway Surveying", lump sum.

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

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

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

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

1-05.11 Final Inspection

Delete this Section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

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.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this Section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIAL

This Section is supplemented with the following:

1-06.0 Buy America

(August 6, 2012 WSDOT GSP)

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made

SPECIAL PROVISIONS - Continued

materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

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

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

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

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.

SPECIAL PROVISIONS - Continued

1 c. Electric furnace.

2
3 d. Direct reduction.

4
5 2. Rolling, heat treating, and any other similar processing.

6
7 3. Fabrication of the products.

8
9 a. Spinning wire into cable or strand.

10
11 b. Corrugating and rolling into culverts.

12
13 c. Shop fabrication.

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

21 22 **1-06.6 Recycled Materials**

23 *(January 4, 2016 APWA GSP)*

24
25 Delete this Section, including its subsections, and replace it with the following:

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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.

1-07.1(2) Health and Safety

This Section is supplemented with the following:

**(September 27, 2021 WSDOT GSP)
Governor's Proclamation 20-05/21-14**

The Contractor, by submitting its Bid, agrees that it will comply with Governor's Proclamations 20-05 as amended and 21-14 as amended, regarding COVID-19 Vaccination Requirements, and that it will require its

SPECIAL PROVISIONS - Continued

workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, prior to starting Work, the Contractor shall provide a Vaccine Declaration form (WSDOT Form #271-050).

The Proclamations are available at: <https://www.governor.wa.gov/office-governor/official-actions/proclamations>

All costs related to the Governor's Proclamations shall be considered included with or incidental to other Bid items.

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

SPECIAL PROVISIONS - Continued

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).

1-07.7 Load Limits

This Section is supplemented with the following:

(March 13, 1995 WSDOT GSP)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the

SPECIAL PROVISIONS - Continued

1 Contractor's expense, make all arrangements for the use of the haul
2 routes.

3 4 **1-07.9 Wages**

5 6 **1-07.9(1) General**

7
8 This Section is supplemented with the following:

9
10 (January 10, 2022 WSDOT GSP)

11 The Federal wage rates for Highway Construction incorporated in this
12 contract have been established by the Secretary of Labor under United
13 States Department of Labor General Decision No. WA20220001. These
14 rates are applicable to highway construction.

15
16 The Federal wage rates for Heavy Construction incorporated in this
17 contract have been established by the Secretary of Labor under United
18 States Department of Labor General Decision No. WA20220070. These
19 rates are applicable to heavy construction.

20
21 The State rates incorporated in this contract are applicable to all
22 construction activities associated with this contract.

23 24 **1-07.9(5) Required Documents**

25 *(January 3, 2020 APWA GSP)*

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

28 29 **General**

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

34 35 **Intents and Affidavits**

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

- 40
41 1. The approved "Statement of Intent to Pay Prevailing Wages" State
42 L&I's form number F700-029-000. The Contracting Agency will
43 make no payment under this Contract until this statement has been
44 approved by State L&I and reviewed by the Engineer.

SPECIAL PROVISIONS - Continued

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

Certified Payrolls

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

Penalties for Noncompliance

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

1-07.11 Requirements for Nondiscrimination

Supplement this section with the following:

(September 3, 2019 WSDOT GSP)

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

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

SPECIAL PROVISIONS - Continued

Women - Statewide

Timetable

Goal

Until further notice

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA

2.8

WA Spokane.

Non-SMSA Counties

3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA

5.4

WA Benton; WA Franklin.

Non-SMSA Counties

3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA

9.7

WA Yakima.

Non-SMSA Counties

7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA

7.2

WA King; WA Snohomish.

Tacoma, WA

6.2

WA Pierce.

Non-SMSA Counties

6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:

SMSA Counties:

Portland, OR-WA

4.5

SPECIAL PROVISIONS - Continued

WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA
Wahkiakum.

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

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

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

U.S. Department of Labor
Office of Federal Contract Compliance Programs Pacific
Region
Attn: Regional Director
San Francisco Federal Building

SPECIAL PROVISIONS - Continued

90 – 7th Street, Suite 18-300
San Francisco, CA 94103(415) 625-7800 Phone
(415) 625-7799 Fax

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

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

1. As used in these specifications:

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000

SPECIAL PROVISIONS - Continued

the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and

SPECIAL PROVISIONS - Continued

1 trainees must be employed by the Contractor during the training
2 period, and the Contractor must have made a commitment to
3 employ the apprentices and trainees at the completion of their
4 training, subject to the availability of employment opportunities.
5 Trainees must be trained pursuant to training programs approved
6 by the U.S. Department of Labor.

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

14
15 a. Ensure and maintain a working environment free of
16 harassment, intimidation, and coercion at all sites, and in all
17 facilities at which the Contractor's employees are assigned
18 to work. The Contractor, where possible, will assign two or
19 more women to each construction project. The Contractor
20 shall specifically ensure that all foremen, superintendents,
21 and other on-site supervisory personnel are aware of and
22 carry out the Contractor's obligation to maintain such a
23 working environment, with specific attention to minority or
24 female individuals working at such sites or in such facilities.

25
26 b. Establish and maintain a current list of minority and female
27 recruitment sources, provide written notification to minority
28 and female recruitment sources and to community
29 organizations when the Contractor or its unions have
30 employment opportunities available, and maintain a record
31 of the organizations' responses.

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

43
44 d. Provide immediate written notification to the Director when
45 the union or unions with which the Contractor has a

SPECIAL PROVISIONS - Continued

1 collective bargaining agreement has not referred to the
2 Contractor a minority person or woman sent by the
3 Contractor, or when the Contractor has other information that
4 the union referral process has impeded the Contractor's
5 efforts to meet its obligations.

6
7 e. Develop on-the-job training opportunity and/or participate in
8 training programs for the area which expressly include
9 minorities and women, including upgrading programs and
10 apprenticeship and trainee programs relevant to the
11 Contractor's employment needs, especially those programs
12 funded or approved by the U.S. Department of Labor. The
13 Contractor shall provide notice of these programs to the
14 sources compiled under 7b above.

15
16 f. Disseminate the Contractor's EEO policy by providing notice
17 of the policy to unions and training programs and requesting
18 their cooperation in assisting the Contractor in meeting its
19 EEO obligations; by including it in any policy manual and
20 collective bargaining agreement; by publicizing it in the
21 company newspaper, annual report, etc.; by specific review
22 of the policy with all management personnel and with all
23 minority and female employees at least once a year; and by
24 posting the company EEO policy on bulletin boards
25 accessible to all employees at each location where
26 construction work is performed.

27
28 g. Review, at least annually, the company's EEO policy and
29 affirmative action obligations under these specifications with
30 all employees having any responsibility for hiring,
31 assignment, layoff, termination or other employment
32 decisions including specific review of these items with on-
33 site supervisory personnel such as Superintendents,
34 General Foremen, etc., prior to the initiation of construction
35 work at any job site. A written record shall be made and
36 maintained identifying the time and place of these meetings,
37 persons attending, subject matter discussed, and disposition
38 of the subject matter.

39
40 h. Disseminate the Contractor's EEO policy externally by
41 including it in any advertising in the news media, specifically
42 including minority and female news media, and providing
43 written notification to and discussing the Contractor's EEO
44 policy with other Contractors and Subcontractors with whom
45 the Contractor does or anticipates doing business.

SPECIAL PROVISIONS - Continued

- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

SPECIAL PROVISIONS - Continued

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to

SPECIAL PROVISIONS - Continued

Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

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

Washington State Dept. of Transportation
Office of Equal Opportunity
PO Box 47314
310 Maple Park Ave. SE

SPECIAL PROVISIONS - Continued

Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

Supplement this Section with the following:

(October 1, 2020 APWA GSP, Option B)

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. 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 nonresponsive resulting in rejection or other sanctions as provided by Contract.

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

Commercially Useful Function (CUF) – 49 CFR 26.55(c)(1) defines commercially useful function as: *“A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the*

SPECIAL PROVISIONS - Continued

1 *contract, for negotiating price, determining quality and quantity,*
2 *ordering the material, and installing (where applicable) and paying*
3 *for the material itself. To determine whether a DBE is performing a*
4 *commercially useful function, you must evaluate the amount of*
5 *work subcontracted, industry practices, whether the amount the*
6 *firm is to be paid under the contract is commensurate with the work*
7 *it is actually performing and the DBE credit claimed for its*
8 *performance of the work, and other relevant factors."*
9

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

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

18 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or
19 other requirements of this part which, by their scope, intensity, and
20 appropriateness to the objective, can reasonably be expected to
21 fulfill the program requirement.
22

23 **Manufacturer (DBE)** – A DBE firm that operates or maintains a
24 factory or establishment that produces on the premises the
25 materials, supplies, articles, or equipment required under the
26 Contract. A DBE Manufacturer shall produce finished goods or
27 products from raw or unfinished material or purchase and
28 substantially alters goods and materials to make them suitable for
29 construction use before reselling them.
30

31 **Reasonable Fee (DBE)** – For purposes of Brokers or service
32 providers a reasonable fee shall not exceed 5% of the total cost of
33 the goods or services brokered.
34

35 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or
36 maintains a store, warehouse, or other establishment in which the
37 materials or supplies required for the performance of a Contract are
38 bought, kept in stock, and regularly sold to the public in the usual
39 course of business. To be a Regular Dealer, the DBE firm must be
40 an established regular business that engages in as its principal
41 business and in its own name the purchase and sale of the
42 products in question. A Regular Dealer in such items as steel,
43 cement, gravel, stone, and petroleum products need not own,
44 operate or maintain a place of business if it both owns and operates
45 distribution equipment for the products. Any supplementing of

SPECIAL PROVISIONS - Continued

regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

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

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

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: 16%

Crediting DBE Participation

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

DBE participation is only credited upon payment to the DBE.

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

DBE Prime Contractor

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

DBE Subcontractor

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

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.

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

1. If a 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 COA Goal only if the Lower-Tier Subcontractor is also a DBE.
2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

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.

DBE Service Provider

The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant,

SPECIAL PROVISIONS - Continued

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.

Force Account Work

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

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

Temporary Traffic Control

If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for 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

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

SPECIAL PROVISIONS - Continued

owns or leases, licenses, insures, and operates with drivers it employs.

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

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

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

DBE Manufacturer and DBE Regular Dealer

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

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

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

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

SPECIAL PROVISIONS - Continued

charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE COA Goal.

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.

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.

- Force account at 50%
- Regular dealer at 60%

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.

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

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the

SPECIAL PROVISIONS - Continued

1 associated participation being disallowed, which may cause the Bid to
2 be determined to be nonresponsive resulting in Bid rejection.

3
4 The Confirmation Documents provide confirmation from the DBEs that
5 they are participating in the Contract as provided in the Bidder's
6 Commitment. The Confirmation Documents must be consistent with
7 the Utilization Certification.

8
9 A DBE Written Confirmation Document (WSDOT Form 422-031) is
10 included in the Proposal package for this purpose.

11
12 The form(s) shall be received as specified in the special provisions for
13 Section 1-02.9 Delivery of Proposal.

14
15 It is prohibited for the Bidder to require a DBE to submit a Written
16 Confirmation Document with any part of the form left blank. Should the
17 Contracting Agency determine that an incomplete Written Confirmation
18 Document was signed by a DBE, the validity of the document comes
19 into question. The associated DBE participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)

20
21 The successful Bidder shall be selected on the basis of having
22 submitted the lowest responsive Bid, which demonstrates a good faith
23 effort to achieve the DBE COA Goal. The Contracting Agency, at any
24 time during the selection process, may request a breakdown of the bid
25 items and amounts that are counted towards the overall contract goal
26 for any of the DBEs listed on the DBE Utilization Certification.

27
28
29 Achieving the DBE COA Goal may be accomplished in one of two
30 ways:

1. By meeting the DBE COA Goal

31
32 Submission of the DBE Utilization Certification, supporting DBE
33 Written Confirmation Document(s) showing the Bidder has
34 obtained enough DBE participation to meet or exceed the DBE
35 COA Goal, the DBE Bid Item Breakdown and the DBE Trucking
36 Credit Form, if applicable.

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

37
38
39 The Bidder may demonstrate a GFE in whole or part through
40 GFE documentation ONLY IN THE EVENT a Bidder's efforts to
41 solicit sufficient DBE participation have been unsuccessful. The
42 Bidder must supply GFE documentation in addition to the DBE
43 Utilization Certification, supporting DBE Written Confirmation
44
45

SPECIAL PROVISIONS - Continued

Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

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

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

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

Good Faith Effort (GFE) Documentation

GFE is evaluated 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 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

SPECIAL PROVISIONS - Continued

1 achieved. This includes, where appropriate, breaking out
2 contract Work items into economically feasible units to facilitate
3 DBE participation, even when the Bidder might otherwise prefer
4 to perform these Work items with its own forces.

5
6 3. Providing interested DBEs with adequate information about the
7 Plans, Specifications, and requirements of the Contract in a
8 timely manner to assist them in responding to a solicitation.

9
10 a. Negotiating in good faith with interested DBEs. It is the
11 Bidder's responsibility to make a portion of the Work
12 available to DBE subcontractors and suppliers and to
13 select those portions of the Work or material needs
14 consistent with the available DBE subcontractors and
15 suppliers, so as to facilitate DBE participation. Evidence
16 of such negotiation includes the names, addresses, and
17 telephone numbers of DBEs that were considered; a
18 description of the information provided regarding the
19 Plans and Specifications for the Work selected for
20 subcontracting; and evidence as to why additional
21 agreements could not be reached for DBEs to perform
22 the Work.

23
24 b. A Bidder using good business judgment would consider a
25 number of factors in negotiating with subcontractors,
26 including DBE subcontractors, and would take a firm's
27 price and capabilities as well as the DBE COA Goal into
28 consideration. However, the fact that there may be some
29 additional costs involved in finding and using DBEs is not
30 in itself sufficient reason for a Bidder's failure to meet the
31 DBE COA Goal, as long as such costs are reasonable.
32 Also, the ability or desire of a Bidder to perform the Work
33 of a Contract with its own organization does not relieve
34 the Bidder of the responsibility to make Good Faith
35 Efforts. Bidders are not, however, required to accept
36 higher quotes from DBEs if the price difference is
37 excessive or unreasonable.

38
39 4. Not rejecting DBEs as being unqualified without sound reasons
40 based on a thorough investigation of their capabilities. The
41 Bidder's standing within its industry, membership in specific
42 groups, organizations, or associations and political or social
43 affiliations (for example union vs. non-union employee status)
44 are not legitimate causes for the rejection or non-solicitation of
45 bids in the Bidder's efforts to meet the DBE COA Goal.

SPECIAL PROVISIONS - Continued

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

Administrative Reconsideration of GFE Documentation

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

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

DBE Bid Item Breakdown

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

DBE Trucking Credit Form

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

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

Procedures between Award and Execution

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

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

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

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a

SPECIAL PROVISIONS - Continued

CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

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

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

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

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

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

UDBE/DBE/FSBE Truck Unit Listing Log

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

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

Joint Checking

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

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

SPECIAL PROVISIONS - Continued

1 quantity, ordering the material, installing and paying for the material
2 itself." The Contractor shall submit DBE Joint Check Request Form
3 to the Engineer and be in receipt of written approval prior to using a
4 joint check.

5
6 Material costs paid by the Contractor directly to the material
7 supplier are not allowed. If proper procedures are not followed or
8 the Engineer determines that the arrangement results in lack of
9 independence for the DBE involved, no DBE credit will be given for
10 the DBE's participation as it relates to the material cost.

Prompt Payment

11
12 Prompt payment to all subcontractors shall be in accordance with
13 Section 1-08.1. Prompt payment requirements apply to progress
14 payments as well as return of retainage.
15

Subcontracts

16
17 Prior to a DBE performing Work on the Contract, an executed
18 subcontract between the DBE and the Contractor shall be
19 submitted to the Engineer. The executed subcontracts shall be
20 submitted by email to the following email address
21

22
23 NWRegionOEO@wsdot.wa.gov
24

25 The prime contractor shall notify the Engineer in writing within five
26 calendar days of subcontract submittal.
27

Reporting

28 The Contractor and all subcontractors/suppliers/service providers
29 that utilize DBEs to perform work on the project, shall maintain
30 appropriate records that will enable the Engineer to verify DBE
31 participation throughout the life of the project.
32

33
34 Refer to Section 1-08.1 for additional reporting requirements
35 associated with this contract.
36

Changes in COA Work Committed to DBE

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

Owner Initiated Changes

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

Contractor Initiated Changes

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

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

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

DBE Termination

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

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

SPECIAL PROVISIONS - Continued

amount of work as the DBE that was terminated (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination. The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification.

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

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

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

Good cause does not exist if:

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

SPECIAL PROVISIONS - Continued

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

Decertification

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

Consequences of Non-Compliance

Breach of Contract

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

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

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

Notice

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

Sanctions

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

Payment

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

1-07.12 Federal Agency Inspection

This Section is supplemented with the following:

(January 25, 2016 WSDOT GSP)

Required Federal Aid Provisions

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

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this section,

SPECIAL PROVISIONS - Continued

REQUIRED FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

1-07.17 Utilities and Similar Facilities

This Section is supplemented with the following:

(April 2, 2007 WSDOT GSP)

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

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

Communication Comcast Cable Joe Fordon 1525 75 th Street SW, Suite 200 Everett, WA 98203 (425) 263-5348	Communication Lumen Jesse Patjens Network Implementation Engineer 23315 66 th Avenue South Kent, WA 98032 (425) 429-5722
Water & Sanitary Sewer Sammamish Plateau Water and Sewer District Kyle Wong (425) 392-6256	Gas and Electric Puget Sound Energy Jeanne Coleman 35413 SE Douglas Street Snoqualmie, WA 98065 (425) 748-6311 Jeanne.Coleman@pse.com
Lake Washington School District Support Services Drew Hrcek, Maintenance Field Supervisor (425) 736-1124 (425) 589-5918 ahrcek@lwsd.org	Traffic Systems – Street Lighting, Traffic Signals, Vehicle Detection, Fiber Optic Cable City of Sammamish Melisa Lucas Lead Traffic Signal Technician Cell – (425) 295-5127 mlucas@sammamish.us

SPECIAL PROVISIONS - Continued

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, 2016 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.

SPECIAL PROVISIONS - Continued

- 1 E. The Contractor shall provide the Contracting Agency and all
2 additional insureds with written notice of any policy cancellation,
3 within two business days of their receipt of such notice.
4
- 5 F. The Contractor shall not begin work under the Contract until the
6 required insurance has been obtained and approved by the
7 Contracting Agency
8
- 9 G. Failure on the part of the Contractor to maintain the insurance as
10 required shall constitute a material breach of contract, upon which
11 the Contracting Agency may, after giving five business days' notice
12 to the Contractor to correct the breach, immediately terminate the
13 Contract or, at its discretion, procure or renew such insurance and
14 pay any and all premiums in connection therewith, with any sums
15 so expended to be repaid to the Contracting Agency on demand, or
16 at the sole discretion of the Contracting Agency, offset against
17 funds due the Contractor from the Contracting Agency.
18
- 19 H. All costs for insurance shall be incidental to and included in the unit
20 or lump sum prices of the Contract and no additional payment will
21 be made.
22

1-07.18(2) Additional Insured

24 All insurance policies, with the exception of Workers Compensation, and of
25 Professional Liability and Builder's Risk (if required by this Contract) shall name
26 the following listed entities as additional insured(s) using the forms or
27 endorsements required herein:
28

- 29 • the Contracting Agency and its officers, elected officials,
30 employees, agents, and volunteers
- 31 • Sammamish Plateau Water & Sewer District
32

33 The above-listed entities shall be additional insured(s) for the full available limits
34 of liability maintained by the Contractor, irrespective of whether such limits
35 maintained by the Contractor are greater than those required by this Contract,
36 and irrespective of whether the Certificate of Insurance provided by the
37 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained
38 by the Contractor.
39

40 For Commercial General Liability insurance coverage, the required additional
41 insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01
42 for ongoing operations and CG 20 37 10 01 for completed operations.
43
44

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

1 Risk insurance is required on this Project, a full and certified copy of that policy is
2 required when the Contractor delivers the signed Contract for the work.

4 **1-07.18(5) Coverages and Limits**

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

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

18 **1-07.18(5)A Commercial General Liability**

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

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

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

34 Such policy must provide the following minimum limits:

- 35 \$1,000,000 Each Occurrence
- 36 \$2,000,000 General Aggregate
- 37 \$2,000,000 Products & Completed Operations Aggregate
- 38 \$1,000,000 Personal & Advertising Injury each offence
- 39 \$1,000,000 Stop Gap / Employers' Liability each accident

41 **1-07.18(5)B Automobile Liability**

42 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles;
43 and shall be written on a coverage form at least as broad as ISO form CA 00 01.

SPECIAL PROVISIONS - Continued

1 If the work involves the transport of pollutants, the automobile liability policy shall
2 include MCS 90 and CA 99 48 endorsements.

3
4 Such policy must provide the following minimum limit:
5 \$1,000,000 Combined single limit each accident
6

7 **1-07.18(5)C Workers' Compensation**

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

10 11 **1-07.18(5)D Excess or Umbrella Liability** 12 *(January 4, 2016 APWA GSP)* 13

14 The Contractor shall provide Excess or Umbrella Liability insurance with limits of
15 not less than 2 million each occurrence and annual aggregate. This excess or
16 umbrella liability coverage shall be excess over and as least as broad in
17 coverage as the Contractor's Commercial General and Auto Liability insurance
18

19 All entities listed under 1-07.18(2) of these Special Provisions shall be named as
20 additional insureds on the Contractor's Excess or Umbrella Liability insurance
21 policy.
22

23 This requirement may be satisfied instead through the Contractor's primary
24 Commercial General and Automobile Liability coverages, or any combination
25 thereof that achieves the overall required limits of insurance.
26

27 **1-07.23 Public Convenience and Safety**

28 29 **1-07.23(1) Construction Under Traffic** 30

31 This Section is supplemented with the following:
32

33 (January 5, 2015 WSDOT GSP)

34 Lane closures are subject to the following restrictions:
35

36 Lane closures shall be allowed from 9:30 a.m. to 3:00 p.m.
37

38 If the Engineer determines the permitted closure hours adversely affect
39 traffic, the Engineer may adjust the hours accordingly. The Engineer will
40 notify the Contractor in writing of any change in the closure hours.
41

42 Lane closures are not allowed on any of the following:
43

- 44 1. A holiday,
45

SPECIAL PROVISIONS - Continued

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 p.m. on the day prior to a holiday or holiday weekend, and
4. Before 7:00 a.m. on the day after the holiday or holiday weekend.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

SPECIAL PROVISIONS - Continued

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 PROSECUTION AND PROGRESS

Add the following new Section:

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

Add the following new Section:

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

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;

SPECIAL PROVISIONS - Continued

4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

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

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon 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

SPECIAL PROVISIONS - Continued

deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

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

1-08.1 Subcontracting

This Section is supplemented with the following:

(December 19, 2019 APWA GSP, Option A)

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

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

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

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after

SPECIAL PROVISIONS - Continued

1 receipt of every monthly progress payment until every Subcontractor and
2 lower tier Subcontractor's retainage has been released.

3

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

5

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

17

18 **1-08.3 Progress Schedule**

19

20 **1-08.3(2)A Type A Progress Schedule**

21 *(March 13, 2012 APWA GSP)*

22

23 Revise this section to read:

24

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

33

34 **1-08.4 Prosecution of Work**

35

36 Delete this section and replace it with the following:

37

38 **1-08.4 Notice to Proceed and Prosecution of Work**

39 *(July 23, 2015 APWA GSP)*

40

41 Notice to Proceed will be given after the contract has been executed and
42 the contract bond and evidence of insurance have been approved and
43 filed by the Contracting Agency. The Contractor shall not commence with
44 the work until the Notice to Proceed has been given by the Engineer. The
45 Contractor shall commence construction activities on the project site within

SPECIAL PROVISIONS - Continued

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 Time for Completion

This Section is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within 35 working days.

(January 19, 2022 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 any partial or whole day 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

SPECIAL PROVISIONS - Continued

1 correct. If the Contractor is approved to work 10 hours a day and 4 days a
2 week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift
3 is worked would ordinarily be charged as a working day then the fifth day
4 of that week will be charged as a working day whether or not the
5 Contractor works on that day.

6

7 Revise the sixth paragraph to read:

8

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

13

- 14 1. The physical work on the project must be complete; and
- 15 2. The Contractor must furnish all documentation required by the
16 contract and required by law, to allow the Contracting Agency to
17 process final acceptance of the contract. The following documents
18 must be received by the Project Engineer prior to establishing a
19 completion date:
 - 20 a. Certified Payrolls (per Section 1-07.9(5)).
 - 21 b. Material Acceptance Certification Documents
 - 22 c. Monthly Reports of Amounts Credited as DBE Participation,
23 as required by the Contract Provisions.
 - 24 d. Final Contract Voucher Certification.
 - 25 e. Copies of the approved "Affidavit of Prevailing Wages Paid"
26 for the Contractor and all Subcontractors.
 - 27 f. A copy of the Notice of Termination sent to the Washington
28 State Department of Ecology (Ecology); the elapse of 30
29 calendar days from the date of receipt of the Notice of
30 Termination by Ecology; and no rejection of the Notice of
31 Termination by Ecology. This requirement will not apply if the
32 Construction Stormwater General Permit is transferred back
33 to the Contracting Agency in accordance with
34 Section 8-01.3(16).
 - 35 g. Property owner releases per Section 1-07.24

36

SPECIAL PROVISIONS - Continued

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace this Section 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 \$1,000.00 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

SPECIAL PROVISIONS - Continued

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

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 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement

(May 2, 2017 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.

1-09.9 Payments

(January 19, 2022 APWA GSP)

This Section is revised to read:

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

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

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.

SPECIAL PROVISIONS - Continued

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

8
9 The value of the progress estimate will be the sum of the following:

- 10
11 1. Unit Price Items in the Bid Form — the approximate quantity of
12 acceptable units of work completed multiplied by the unit price.
- 13
14 2. Lump Sum Items in the Bid Form — based on the approved
15 Contractor's lump sum breakdown for that item, or absent such a
16 breakdown, based on the Engineer's determination.
- 17
18 3. Materials on Hand — 100 percent of invoiced cost of material
19 delivered to Job site or other storage area approved by the
20 Engineer.
- 21
22 4. Change Orders — entitlement for approved extra cost or completed
23 extra work as determined by the Engineer.

24
25 Progress payments will be made in accordance with the progress estimate
26 less:

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

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

40
41 Failure to perform any of the obligations under the Contract by the
42 Contractor may be decreed by the Contracting Agency to be adequate
43 reason for withholding any payments until compliance is achieved.
44

SPECIAL PROVISIONS - Continued

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

11
12 If the Contractor fails, refuses, or is unable to sign and return the Final
13 Contract Voucher Certification or any other documentation required for
14 completion and final acceptance of the Contract, the Contracting Agency
15 reserves the right to establish a Completion Date (for the purpose of
16 meeting the requirements of RCW 60.28) and unilaterally accept the
17 Contract. Unilateral final acceptance will occur only after the Contractor
18 has been provided the opportunity, by written request from the Engineer,
19 to voluntarily submit such documents. If voluntary compliance is not
20 achieved, formal notification of the impending establishment of a
21 Completion Date and unilateral final acceptance will be provided by email
22 with delivery confirmation from the Contracting Agency to the Contractor,
23 which will provide 30 calendar days for the Contractor to submit the
24 necessary documents. The 30 calendar day period will begin on the date
25 the email with delivery confirmation is received by the Contractor. The
26 date the Contracting Agency unilaterally signs the Final Contract Voucher
27 Certification shall constitute the Completion Date and the final acceptance
28 date (Section 1-05.12). The reservation by the Contracting Agency to
29 unilaterally accept the Contract will apply to Contracts that are Physically
30 Completed in accordance with Section 1-08.5, or for Contracts that are
31 terminated in accordance with Section 1-08.10. Unilateral final acceptance
32 of the Contract by the Contracting Agency does not in any way relieve the
33 Contractor of their responsibility to comply with all Federal, State, tribal, or
34 local laws, ordinances, and regulations that affect the Work under the
35 Contract.

36
37 Payment to the Contractor of partial estimates, final estimates, and
38 retained percentages shall be subject to controlling laws.
39
40

SPECIAL PROVISIONS - Continued

1-09.9(1) Retainage

This Section including title is deleted and replaced with the following:

(June 27, 2011 WSDOT GSP)

Vacant

1-09.13(3)A Administration of Arbitration

(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.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

This Section is supplemented with the following:

(January 10, 2022 WSDOT GSP)

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

The Northwest Laborers-Employers Training Trust

27055 Ohio Ave.

Kingston, WA 98346

(360) 297-3035

<https://www.nwlett.edu>

Evergreen Safety Council

12545 135th Ave. NE

Kirkland, WA 98034-8709

1-800-521-0778

<https://www.esc.org>

SPECIAL PROVISIONS - Continued

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

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

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

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndsolutions.net>

1-10.3 Traffic Control Labor, Procedures, and Devices

This Section is supplemented with the following:

(May 20, 2020 WSDOT GSP)

Contractor Provided Uniformed Police Officers

The Contractor shall provide, direct, and monitor Uniformed Police Officers having jurisdiction to control traffic in accordance with the Plans. A uniformed police officer (UPO) is a sworn police officer from a local law enforcement agency or a Washington State Patrol officer. The UPO shall provide traffic control as shown in an accepted traffic control plan.

The following contact information for potential service providers is supplied for the Contractor's convenience:

King County Sheriff's Officers
(206) 957-0934

Washington State Patrol (WSP) Officers
(425) 401-7788

SPECIAL PROVISIONS - Continued

1-10.4 Measurement

This Section is supplemented with the following:

(May 20, 2020 WSDOT GSP)

"Contractor Provided Uniformed Police Officer" will be measured by the hour.

1-10.4(2) Item Bid with Lump Sum for Incidentals

This Section is supplemented with the following:

(August 2, 2004 WSDOT GSP)

The bid proposal does not contain the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(2) shall apply.

1-10.5 Payment

This Section is supplemented with the following:

(May 20, 2020 WSDOT GSP)

"Contractor Provided Uniformed Police Officer", per hour.

The unit Contract price per hour for "Contractor Provided Uniformed Police Officer" shall be full pay for performing the Work as specified and as shown in the Plans, including all costs for arrangement for and supervision of a uniformed law enforcement personnel and vehicles to participate in the Contractor's traffic control activities.

1 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

2
3 **2-02.1 Description**

4 (March 13, 1995 WSDOT GSP)

5
6 This Section is supplemented with the following:

7
8 This work shall consists of removing miscellaneous traffic items.

9
10 **2-02.3 Construction Requirements**

11 (March 13, 1995 WSDOT GSP)

12
13 This Section is supplemented with the following:

14
15 The following miscellaneous traffic items shall be removed and disposed
16 of:

17
18 Guide posts, lane markers and precast curbs

19
20 **2-02.5 Payment**

21 (September 30, 1996 WSDOT GSP)

22
23 This Section is supplemented with the following:

24
25 "Removing Miscellaneous Traffic Items," lump sum.

26
27 **2-09 Structure Excavation**

28
29 **2-09.2 Material**

30 (*****)

31
32 This Section is supplemented with the following:

33
34 Commercial HMA 5-04

35
36 **2-09.3 Construction Requirements**

37
38 **2-09.3(1)E Backfilling**

39 (*****)

40
41 This Section is supplemented with the following:

42
43 For Storm Manholes, Catch Basins, Inlets and Monuments located in HMA
44 pavement, backfill material within 1.0 feet of the surface shall be HMA.
45 Prior to placing backfill, apply a heavy application of tack coat to all

SPECIAL PROVISIONS - Continued

- 1 surfaces of existing pavement and metal castings in the backfill area.
- 2 Place HMA backfill in lifts not to exceed 0.35-foot. Thoroughly compact
- 3 each lift by a mechanical tamper, compact the final lift by vibratory plate
- 4 compactor.

1 **5-02 BITUMINOUS SURFACE TREATMENT**

2
3 **5-02.4 Measurement**

4 (*****)

5
6 This Section is supplemented with the following:

7
8 Asphalt for fog seal will be measured by the square yard of existing
9 surface that is fog sealed.

10
11 **5-02.5 Payment**

12 (*****)

13
14 This Section is supplemented with the following:

15
16 "Asphalt for Fog Seal," per square yard.

17
18 The unit contract price per square yard for "Asphalt for Fog Seal" shall be
19 full pay for all costs to perform the specified Work for fog seal.

20
21 **5-04 HOT MIX ASPHALT**

22 (July 18, 2018 APWA GSP)

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

26
27 **5-04.1 Description**

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

36
37 HMA shall be composed of asphalt binder and mineral materials as may
38 be required, mixed in the proportions specified to provide a homogeneous,
39 stable, and workable mixture.

40
41 (*****)

42 This work also consists of furnishing and installing temporary HMA at
43 castings, driveways or other locations directed by the Contracting Agency.

SPECIAL PROVISIONS - Continued

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

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

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

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

SPECIAL PROVISIONS - Continued

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

3
4 Production of aggregates shall comply with the requirements of
5 Section 3-01.

6
7 Preparation of stockpile site, the stockpiling of aggregates, and the
8 removal of aggregates from stockpiles shall comply with the requirements
9 of Section 3-02.

10 11 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

12
13 If the contractor wishes to submit a mix design for inclusion in the
14 Qualified Products List (QPL), please follow the WSDOT process outlined
15 in Standard Specification 5-04.2(1).

16 17 **5-04.2(1)A Vacant**

18 19 **5-04.2(2) Mix Design – Obtaining Project Approval**

20
21 No paving shall begin prior to the approval of the mix design by the
22 Engineer.

23
24 **Nonstatistical** evaluation will be used for all HMA not designated as
25 Commercial HMA in the contract documents.

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

36
37 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the
38 contractor shall provide one of the following mix design verification
39 certifications for Contracting Agency review;

- 40
41
 - The WSDOT Mix Design Evaluation Report from the current
42 WSDOT QPL, or one of the mix design verification certifications
43 listed below.

SPECIAL PROVISIONS - Continued

- 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;

- 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 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 Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

(January 3, 2011 WSDOT GSP)
ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be 3 million.

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.

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

1 actuated thermometer, an electric pyrometer, or another approved
2 thermometric instrument placed at the discharge chute of the drier
3 to automatically register or indicate the temperature of the heated
4 aggregates. This device shall be in full view of the plant operator.

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

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

- 25
26 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA
27 by one of the following methods:

- 28
29 a. A mechanical sampling device attached to the HMA plant.
30
31 b. Platforms or devices to enable sampling from the hauling
32 vehicle without entering the hauling vehicle.
33

34 **5-04.3(3)B Hauling Equipment**

35
36 Trucks used for hauling HMA shall have tight, clean, smooth metal beds
37 and shall have a cover of canvas or other suitable material of sufficient
38 size to protect the mixture from adverse weather. Whenever the weather
39 conditions during the work shift include, or are forecast to include,
40 precipitation or an air temperature less than 45°F or when time from
41 loading to unloading exceeds 30 minutes, the cover shall be securely
42 attached to protect the HMA.

43
44 The contractor shall provide an environmentally benign means to prevent
45 the HMA mixture from adhering to the hauling equipment. Excess release

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

1 to provide the necessary vertical control, the reference lines will be
2 reinstalled by the Contractor.

3
4 The Contractor shall furnish and install all pins, brackets, tensioning
5 devices, wire, and accessories necessary for satisfactory operation of the
6 automatic control equipment.

7
8 If the paving machine in use is not providing the required finish, the
9 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning
10 or solvent type liquids spilled on the pavement shall be thoroughly
11 removed before paving proceeds.

12 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

13
14 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
15 Engineer's approval, unless other-wise required by the contract.

16
17 Where an MTD/V is required by the contract, the Engineer may approve
18 paving without an MTD/V, at the request of the Contractor. The Engineer
19 will determine if an equitable adjustment in cost or time is due.

20
21 When used, the MTD/V shall mix the HMA after delivery by the hauling
22 equipment and prior to laydown by the paving machine. Mixing of the HMA
23 shall be sufficient to obtain a uniform temperature throughout the mixture.
24 If a windrow elevator is used, the length of the windrow may be limited in
25 urban areas or through intersections, at the discretion of the Engineer.

26
27 To be approved for use, an MTV:

- 28
29
- 30 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
31 paver.
 - 32 2. Shall not be connected to the hauling vehicle or paver.
 - 33 3. May accept HMA directly from the haul vehicle or pick up HMA from
34 a windrow.
 - 35 4. Shall mix the HMA after delivery by the hauling equipment and prior
36 to placement into the paving machine.
 - 37 5. Shall mix the HMA sufficiently to obtain a uniform temperature
38 throughout the mixture.
 - 39
 - 40
 - 41
 - 42
 - 43
 - 44

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

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

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks $\frac{1}{4}$ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do

SPECIAL PROVISIONS - Continued

not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

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

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

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

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

1. Cracks 1/4 inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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

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

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

- A. Cracks 1/4 inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

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

SPECIAL PROVISIONS - Continued

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 3/4" and HMA Class 1/2"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class 3/8"	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

SPECIAL PROVISIONS - Continued

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

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

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

- a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2", 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

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

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 subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1,200 tons.

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

SPECIAL PROVISIONS - Continued

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

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

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

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

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1-1/2", 1", 3/4", 1/2", 3/8" and No. 4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

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

SPECIAL PROVISIONS - Continued

1 samples from the Roadway shall be tested to provide a minimum of three
2 sets of results for evaluation.

3 4 **5-04.3(9)C5 Vacant**

5 6 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

7
8 For each lot of HMA mix produced under Nonstatistical Evaluation when
9 the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF)
10 will be determined. The NCMF equals the algebraic difference of CPF
11 minus 1.00 multiplied by 60 percent. The total job mix compliance price
12 adjustment will be calculated as the product of the NCMF, the quantity of
13 HMA in the lot in tons, and the unit Contract price per ton of mix.

14
15 If a constituent is not measured in accordance with these Specifications,
16 its individual pay factor will be considered 1.00 in calculating the
17 Composite Pay Factor (CPF).

18 19 **5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests**

20
21 The Contractor may request a subplot be retested. To request a retest, the
22 Contractor shall submit a written request within 7 calendar days after the
23 specific test results have been received. A split of the original acceptance
24 sample will be retested. The split of the sample will not be tested with the
25 same tester that ran the original acceptance test. The sample will be
26 tested for a complete gradation analysis, asphalt binder content, and, at
27 the option of the agency, V_a . The results of the retest will be used for the
28 acceptance of the HMA in place of the original subplot sample test results.
29 The cost of testing will be deducted from any monies due or that may
30 come due the Contractor under the Contract at the rate of \$500 per
31 sample.

32 33 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

34
35 If sampled and tested, HMA produced under Commercial Evaluation and
36 having all constituents falling within the tolerance limits of the job mix
37 formula shall be accepted at the unit Contract price with no further
38 evaluation. When one or more constituents fall outside the commercial
39 tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be
40 evaluated in accordance with Section 1-06.2 to determine the appropriate
41 CPF. The commercial tolerance limits will be used in the calculation of the
42 CPF and the maximum CPF shall be 1.00. When less than three sublots
43 exist, backup samples of the existing sublots or samples from the street
44 shall be tested to provide a minimum of three sets of results for evaluation.

SPECIAL PROVISIONS - Continued

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 Composite Pay Factor (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 Composite Pay Factor (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.

SPECIAL PROVISIONS - Continued

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

6
7 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
8 Contractor's request after the Engineer is satisfied that material
9 conforming to the Specifications can be produced.

10
11 HMA mixture accepted by commercial evaluation and HMA constructed
12 under conditions other than those listed above shall be compacted on the
13 basis of a test point evaluation of the compaction train. The test point
14 evaluation shall be performed in accordance with instructions from the
15 Engineer. The number of passes with an approved compaction train,
16 required to attain the maximum test point density, shall be used on all
17 subsequent paving.

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

Test Results

22
23
24
25 For a subplot that has been tested with a nuclear density gauge that did not
26 meet the minimum of 92 percent of the reference maximum density in a
27 compaction lot with a CPF below 1.00 and thus subject to a price
28 reduction or rejection, the Contractor may request that a core be used for
29 determination of the relative density of the subplot. The relative density of
30 the core will replace the relative density determined by the nuclear density
31 gauge for the subplot and will be used for calculation of the CPF and
32 acceptance of HMA compaction lot.

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

SPECIAL PROVISIONS - Continued

of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

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

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

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

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

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

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

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

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of

SPECIAL PROVISIONS - Continued

1 HMA in the compaction control lot in tons, and the unit Contract price per
2 ton of mix.

3 4 **5-04.3(11) Reject Work**

5 6 **5-04.3(11)A Reject Work General**

7
8 Work that is defective or does not conform to Contract requirements shall
9 be rejected. The Contractor may propose, in writing, alternatives to
10 removal and replacement of rejected material. Acceptability of such
11 alternative proposals will be determined at the sole discretion of the
12 Engineer. HMA that has been rejected is subject to the requirements in
13 Section 1-06.2(2) and this specification, and the Contractor shall submit a
14 corrective action proposal to the Engineer for approval.

15 16 **5-04.3(11)B Rejection by Contractor**

17
18 The Contractor may, prior to sampling, elect to remove any defective
19 material and replace it with new material. Any such new material will be
20 sampled, tested, and evaluated for acceptance.

21 22 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

23
24 The Engineer may, without sampling, reject any batch, load, or section of
25 Roadway that appears defective. Material rejected before placement shall
26 not be incorporated into the pavement. Any rejected section of Roadway
27 shall be removed.

28
29 No payment will be made for the rejected materials or the removal of the
30 materials unless the Contractor requests that the rejected material be
31 tested. If the Contractor elects to have the rejected material tested, a
32 minimum of three representative samples will be obtained and tested.
33 Acceptance of rejected material will be based on conformance with the
34 nonstatistical acceptance Specification. If the CPF for the rejected material
35 is less than 0.75, no payment will be made for the rejected material; in
36 addition, the cost of sampling and testing shall be borne by the Contractor.
37 If the CPF is greater than or equal to 0.75, the cost of sampling and
38 testing will be borne by the Contracting Agency. If the material is rejected
39 before placement and the CPF is greater than or equal to 0.75,
40 compensation for the rejected material will be at a CPF of 0.75. If rejection
41 occurs after placement and the CPF is greater than or equal to 0.75,
42 compensation for the rejected material will be at the calculated CPF with
43 an addition of 25 percent of the unit Contract price added for the cost of
44 removal and disposal.
45

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

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

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

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

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

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

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

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the

SPECIAL PROVISIONS - Continued

bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

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

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

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

SPECIAL PROVISIONS - Continued

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

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

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

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

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

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

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

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

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

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

SPECIAL PROVISIONS - Continued

1 Repair or replace any metal castings and other surface improvements
2 damaged by planing, as determined by the Engineer.

3
4 A tapered wedge cut must be planed longitudinally along curb lines
5 sufficient to provide a minimum of 4 inches of curb reveal after placement
6 and compaction of the final wearing course. The dimensions of the wedge
7 must be as shown on the Drawings or as specified by the Engineer.

8
9 A tapered wedge cut must also be made at transitions to adjoining
10 pavement surfaces (meet lines) where butt joints are shown on the
11 Drawings. Cut butt joints in a straight line with vertical faces 2 inches or
12 more in height, producing a smooth transition to the existing adjoining
13 pavement.

14
15 After planing is complete, planed surfaces must be swept, cleaned, and if
16 required by the Contract, patched and preleveled.

17
18 The Engineer may direct additional depth planing. Before performing this
19 additional depth planing, the Contractor must conduct a hidden metal in
20 pavement detection survey as specified in Section 5-04.3(14)A.

21
22 (January 5, 2004 WSDOT GSP)

23 The Contractor shall perform the planing operations no more than
24 5 calendar days ahead of the time the planed area is to be paved with
25 HMA, unless otherwise allowed by the Engineer in writing.

26 27 **5-04.3(14)A Pre-Planing Metal Detection Check**

28
29 Before starting planing of pavements, and before any additional depth
30 planing required by the Engineer, the Contractor must conduct a physical
31 survey of existing pavement to be planed with equipment that can identify
32 hidden metal objects.

33
34 Should such metal be identified, promptly notify the Engineer.

35
36 See Section 1-07.16(1) regarding the protection of survey monumentation
37 that may be hidden in pavement.

38
39 The Contractor is solely responsible for any damage to equipment
40 resulting from the Contractor's failure to conduct a pre-planing metal
41 detection survey, or from the Contractor's failure to notify the Engineer of
42 any hidden metal that is detected.

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

5-04.3(14)B1 General

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

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not

SPECIAL PROVISIONS - Continued

1 allowed on newly placed asphalt until approval has been
2 obtained from the Engineer.

- 3
- 4 2. Temporary centerline marking, post-paving temporary marking,
5 temporary stop bars, and maintaining temporary pavement marking
6 must comply with Section 8-23.
- 7
- 8 3. Permanent pavement marking must comply with Section 8-22.
- 9

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

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

21

22

23

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

28

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

34

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

- 36
- 37 1. A copy of the accepted traffic control plan, see Section 1-10.2(2),
38 detailing each day's traffic control as it relates to the specific
39 requirements of that day's planing and paving. Briefly describe the
40 sequencing of traffic control consistent with the proposed planing
41 and paving sequence, and scheduling of placement of temporary
42 pavement markings and channelizing devices after each day's
43 planing, and paving.
- 44
- 45

SPECIAL PROVISIONS - Continued

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, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The

SPECIAL PROVISIONS - Continued

Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

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

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

SPECIAL PROVISIONS - Continued

2. Paving – additional topics:

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

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

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

5-04.4 Measurement

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

SPECIAL PROVISIONS - Continued

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

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

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

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

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

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

(*****)

~~Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.~~ Asphalt for fog seal will be measured per square yard of pavement that is fog sealed.

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

Planing bituminous pavement will be measured by the square yard.

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

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

(*****)

Temporary 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, blending sand, mineral filler or any other component of the HMA.

5-04.5 Payment

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

“HMA Cl. ____ PG ____,” per ton.

“HMA for Approach Cl. ____ PG ____,” per ton.

“HMA for Preleveling Cl. ____ PG ____,” per ton.

“HMA for Pavement Repair Cl. ____ PG ____,” per ton.

“Commercial HMA,” per ton.

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

“Preparation of Untreated Roadway,” per mile.

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

“Preparation of Existing Paved Surfaces,” per mile.

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

SPECIAL PROVISIONS - Continued

“Crack Sealing,” by force account.

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

"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.

(*****)

~~"Asphalt for Fog Seal," per ton.~~

~~Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.~~

"Asphalt for Fog Seal," per square yard.

The unit contract price per square yard for "Asphalt for Fog Seal" shall be full pay for all costs to perform the specified work for fog seal.

“Longitudinal Joint Seal,” per linear foot.

The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

SPECIAL PROVISIONS - Continued

1 "Planing Bituminous Pavement," per square yard.

2
3 The unit Contract price per square yard for "Planing Bituminous
4 Pavement" shall be full payment for all costs incurred to perform the Work
5 described in Section 5-04.3(14).

6
7 "Temporary Pavement Marking," per linear foot.

8
9 Payment for "Temporary Pavement Marking" is described in
10 Section 8-23.5.

11
12 "Water," per M gallon.

13
14 Payment for "Water" is described in Section 2-07.5.

15
16 "Job Mix Compliance Price Adjustment," by calculation.

17
18 "Job Mix Compliance Price Adjustment" will be calculated and paid for as
19 described in Section 5-04.3(9)C6.

20
21 "Compaction Price Adjustment," by calculation.

22
23 "Compaction Price Adjustment" will be calculated and paid for as
24 described in Section 5-04.3(10)D3.

25
26 "Roadway Core," per each.

27
28 The Contractor's costs for all other Work associated with the coring (e.g.,
29 traffic control) shall be incidental and included within the unit Bid price per
30 each and no additional payments will be made.

31
32 "Cyclic Density Price Adjustment," by calculation.

33
34 "Cyclic Density Price Adjustment" will be calculated and paid for as
35 described in Section 5-04.3(10)B.

36
37 (*****)

38 "Temporary HMA," per ton.

39
40 The unit contract price per ton for "Temporary HMA" shall be full pay to
41 furnish, install, maintain, remove and wastehaul the temporary asphalt.

SPECIAL PROVISIONS - Continued

(January 13, 2021 WSDOT GSP)

Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA CI. ____ PG ____”

“HMA for Approach CI. ____ PG ____”

“HMA for Preleveling CI. ____ PG ____”

“HMA for Pavement Repair CI. ____ PG ____”

“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: <https://wsdot.wa.gov/business-wsdot/how-do-business-us/public-works-contracts/payments-reporting/asphalt-binder-reference-cost>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: Current Reference Cost is selected from the website table based on the “Date Effective” that immediately precedes the current month’s

SPECIAL PROVISIONS - Continued

1 progress estimate end date. For work completed after all authorized
2 working days are used, the adjustment will be based on the posted
3 reference cost during which contract time was exhausted.

4
5 Base Cost is selected from the website table based on the "Date Effective"
6 that immediately precedes the contract bid opening date, and shall be a
7 constant for all monthly adjustments.

8
9 Q = total tons of all classes of HMA paid in the current month's progress
10 payment.

11
12 "Asphalt Cost Price Adjustment," by calculation.

13
14 "Asphalt Cost Price Adjustment" will be calculated and paid for as
15 described in this section. For the purpose of providing a common proposal
16 for all bidders, the Contracting Agency has entered an amount in the
17 proposal to become a part of the total bid by the Contractor.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 Description

(*****)

This Section is supplemented with the following:

This Work also consists of adjusting Sammamish Plateau Water (SPW) sanitary manholes (SSMH) castings; within the construction area; and restoring the areas disturbed by the adjustments in accordance with the Plans, these Specifications and the Standard Plans.

7-05.3 Construction Requirements

(*****)

This Section is supplemented with the following:

General

Where shown in the Plans, encountered during paving operations, or where directed by the Engineers, existing SSMH cast iron frame and covers ("casting") shall be adjusted to grade.

When there will be a change in final grade, the road section, roadway shoulder, or a casting fails to meet the requirements of Section 5-04.3(13), Surface Smoothness, or when there is likelihood of water ponding over the casting, the existing casting shall be raised to match finish grade only after installation of the final HMA top course. The materials and method of construction shall conform to the requirements specified below, and the finished work shall conform to the requirements of the SPW's Manhole Pavement Patch Detail for Paved Areas and the associated General Notes. The use of "pavers" or any other adjusting ring that sits on top of the existing casting shall not be permitted.

Before any adjustment of a casting (raising or lowering), the Contractor shall notify SPW. The Contractor shall also notify SPW when the work is complete and ready for inspection, and again when the finished asphalt joint has been sealed. The Contractor shall notify SPW of any existing casting that is damaged to allow the casting to be replaced by SPW. No damaged casting shall be installed unless approved by SPW. Any casting damaged by the Contractor shall be immediately replaced in kind by the Contractor at no cost to SPW or the City.

Protection of the Sanitary Sewer System

The Contractor shall protect the sanitary sewer system from debris entering the SSMH as part of performing their work. Channel boards shall be installed in the bottom of the manhole to prevent debris from fouling the sanitary pipeline. Channel boards shall be made to fit in the base of the manhole and completely cover the manhole channel. The Contractor is hereby informed that entering a sanitary sewer manhole could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as are necessary or required by law to prevent injury to personnel and damage to property. Failure to protect the sanitary system from debris may require the Contractor to clean the downstream system at their own cost. Channel boards shall be removed as soon as the adjustment is completed, or by the end of the work day.

Prior to any paving or as part of lowering an existing casting, the center of the SSMH access hole shall be marked with a Utility Adjustment Marker and/or an offset survey stake.

Temporary Lowering Castings

When it is necessary to temporarily lower a casting, the casting shall be removed in a manner that does not allow debris to fall into the structure. The manhole access hole shall be temporarily covered with a steel plate with a size no greater than 36-inches square or round, with welded "legs" that fit into the manhole opening and prevent the plate from moving. All castings shall be stored by the Contractor in a safe manner that will not cause damage. The void above the plate shall be backfilled with crushed rock, and capped with compacted HMA having a minimum depth of 4-inch, set flush with the surrounding surface.

Raising Sanitary Sewer Manhole Castings

The casting shall be raised to finished grade within fifteen (15) working days after the HMA top lift has been placed unless otherwise approved by SPW.

To raise an existing cast iron ring and cover to grade, the Contractor shall locate the casting using a metal detector, and if there is any question on the general location SPW shall be contacted before any pavement removal begins. The existing asphalt surrounding the casting shall be neatly removed in a maximum 6-foot diameter circle that is centered on the casting, as needed to expose the top of the manhole structure and the existing risers.

SPECIAL PROVISIONS - Continued

Expose and remove the steel plate or existing casting, which shall be thoroughly cleaned before reinstalling at the new elevation. Remove and dispose of all existing adjustment bricks and damaged rings. The Contractor shall install new adjustment rings, and tilting the frame as necessary to match the existing final grade. New adjustment bricks recessed for grouting, can be utilized. Grout shall be installed between the adjustment rings as they are installed, and on the outside of the manhole neck. The interior surface of the manhole neck shall only be grouted after installation of the final HMA patch. Grout the casting in place. All grout shall meet the nonshrink requirements of Section 9-20.3(2), except for the testing requirements of Section 9-20.3, unless required by SPWSD.

Backfill around the structure with crushed surfacing top course (CSTC) compacted to 95 percent modified proctor. Install 1/2" HMA in 2-inch lifts, to a compacted depth equal to the existing pavement or a minimum of 4 inches, whichever is greater. Contractor shall provide enough asphalt fines in the final lift to prevent a pockmarked finish surface. The final HMA patch shall meet the surface smoothness requirements of Section 5-04.3(13). Failure to meet these requirements, or if the casting is lower than the final grade, the entire patch shall be removed and reinstalled. Apply tack to all edges and seal the finished joints with tar and sand.

7-05.4 Measurement

(*****)

This Section is supplemented with the following:

Measurement of Replace Catch Basin Rectangular Solid Lid shall be per each grate/solid lid replaced, on an existing structure.

Measurement of Temporarily Lower Catch Basin shall be per each catch basin that is lowered temporarily.

Measurement of Temporarily Lower Manhole shall be per each manhole that is lowered temporarily.

7-05.5 Payment

(*****)

Delete all paragraphs under this Section and replace with the following:

The unit contract price per each for "Replace Catch Basin Rectangular Solid Lid" shall include all costs to remove and replace the existing grate

SPECIAL PROVISIONS - Continued

1 (or solid lid) including, but not limited to, wastehaul, furnishing and
2 installing the new rectangular solid lid.

3
4 The unit contract price per each for "Temporarily Lower Catch Basin" shall
5 include all costs to temporarily lower the catch basin including, but not
6 limited to, pavement removal, wastehaul, temporary cover and temporary
7 HMA patch.

8
9 The unit contract price per each for "Temporarily Lower Manhole" shall
10 include all costs to temporarily lower the manhole including, but not limited
11 to, pavement removal, wastehaul, temporary cover and temporary HMA
12 patch.

13 14 **7-12 VALVES FOR WATER MAINS**

15 16 **7-12.1 Description**

17 **(*****)**

18
19 This Section is supplemented with the following:

20
21 This Work also consists of adjusting Sammamish Plateau Water's (SPW)
22 valve boxes or clean-out castings (jointly referred to as "castings"), that
23 interfere with construction; and restoring the areas disturbed by the
24 adjustments.

25 26 **7-12.2 Materials**

27 **(*****)**

28
29 This Section is supplemented with the following:

30
31 Materials for SPW valve box adjustments shall be Per Section 7-05.2

32 33 **7-12.3 Construction Requirements**

34 **(*****)**

35
36 This Section is supplemented with the following:

37
38 The ears of the valve box cover shall be aligned along the pipe centerline.

39 40 **General**

41 When there will be a change in final grade, the road section, roadway
42 shoulder, or a casting fails to meet the requirements of Section 5-04.3(13),
43 Surface Smoothness, or when there is likelihood of water ponding over the
44 casting, the casting shall be raised to match finish grade only after
45 installation of the final HMA top course. The materials and method of

SPECIAL PROVISIONS - Continued

1 construction shall conform to the requirements specified below, and the
2 requirements of the SPW's Valve Box Pavement Patch Detail for Paved
3 Areas. The use of "pavers", slip cans, or any other adjusting ring that sits
4 on top of the existing casting shall not be permitted.
5

6 Before any adjustment of a casting (raising or lowering) the Contractor
7 shall notify SPW. The Contractor shall also notify SPW when the Work is
8 complete and ready for inspection, and again when the finished asphalt
9 joint has been sealed. Any casting or meter box damaged by the
10 Contractor shall be immediately replaced in kind by the Contractor at no
11 cost to SPW or the City.
12

13 Operation of any valve within the overlay project shall be maintained
14 without fully excavating the valve. During the project access to the valve's
15 operating nut shall be maintained through a valve box with only removal of
16 asphalt and a maximum of 6-inches of backfill. The valve box shall remain
17 plumb and centered over the operating nut.
18

Temporary Lowering Castings

19
20 When it is necessary to temporarily lower a valve box casting, the
21 Contractor shall remove the top section of the casting and any valve nut
22 extension rod. The bottom section of the valve box casting and any soil-
23 pipe extension (jointly referred to as "bottom section") shall be cut so that
24 the lid of the casting is lowered as needed for the Work, but no more than
25 6-inches. The bottom section shall be modified as needed to allow the
26 casing's top section to be raised to the finish grade of the Project, plus an
27 additional 3-inches for future adjustments. The Contractor shall either
28 reinstall the top section of the valve box and lid, or install a 6-inch PVC
29 cap onto the bottom section of the casting.
30

31 Where the bottom section or soil-pipe is damaged during removal, the
32 Contractor shall replace entire valve box casting and return any
33 undamaged parts to SPW.
34

35 When it is necessary to temporarily lower a clean out casting, the
36 Contractor shall remove the casting, cut the PVC cleanout 6-inches below
37 grade and replace or install a 6-inch water tight PVC plug.
38

39 The void left after lowering a casing shall be backfilled with crushed rock
40 and capped with HMA having a compacted minimum depth of 4-inch set
41 flush with the surrounding surface. The Contractor shall store and
42 protected from damage any casting not reinstalled.
43
44

Adjusting Valve Box Casting or Clean-out Castings to Grade

Prior to paving, the casting shall be marked with a Utility Adjustment Marker and/or an offset survey stake. The casting shall be raised to finished graded within fifteen (15) working days after the HMA top lift has been placed unless otherwise approved in writing by SPW.

To raise the existing valve box casting to grade, the Contractor shall locate the casting using a metal detector, and if there is any question on the general location SPW shall be contacted before any pavement removal begins. The existing asphalt surrounding the casting shall be neatly removed in a maximum 3-foot diameter circle that is centered on the casting. Excavate to a depth necessary to raise the casting and verify that the casting overlaps the soil pipe by 3-inches. If additional height is needed to obtain the required overlap, install a short spool of soil pipe. The pipe and valve box top shall be centered over the valve nut. If the distance between finish grade and the top of the valve nut is greater than 36-inches, SPW shall be notified so that an operating nut extension can be provided to the Contractor for installation as part of the adjustment.

To raise an existing clean-out to grade, the Contractor shall locate the cleanout and expose the cleanout similar to a valve box casing as discussed above. When exposed, install additional gasketed PVC sewer pipe as needed so that the top of the cleanout is within 6-inches of the finished grade, and install a 6" water tight plug Reinstall the cleanout casting.

Backfill around the casting with crushed surfacing top course (CSTC) compacted to 95 percent modified proctor. Install 1/2" HMA in 2-inch lifts, to a compacted depth equal to the existing pavement or a minimum of 4 inches, whichever is greater. Apply tack to all edges and seal the finished joints with tar and sand. The final HMA patch shall meet the surface smoothness requirements of Section 5-04.3(13). Failure to meet these requirements, or if the casting is lower than the final grade, the entire patch shall be removed and reinstalled.

7-12.4 Measurement

(*****)

Measurement of adjust valve box shall be per each valve box adjusted to final grade.

Measurement of Temporarily Lower Valve Box shall be per each valve box that is lowered temporarily.

SPECIAL PROVISIONS - Continued

7-12.5 Payment

(*****)

Delete all paragraphs under this Section and replace with the following:

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

“Adjust Valve Box,” per each.

The unit contract price per each for “Adjust Valve Box” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to adjust existing water and/or gas valve boxes to the finished surfaces, as noted and detailed on the Plans.

The unit contract price per each for “Temporarily Lower Valve Box” shall include all costs to temporarily lower the valve box including, but not limited to, pavement removal, wastehaul, temporary cover and temporary HMA patch.

1 **8-13 MONUMENT CASES**

2
3 **8-13.1 Description**

4 (*****)

5
6 This Section is supplemented with the following:

7
8 This work consists of adjusting monument cases and/or furnishing and
9 installing riser rings between case and cover per Plans.

10
11 **8-13.3 Construction Requirements**

12 (*****)

13
14 This Section is supplemented with the following:

15
16 The case and cover shall be cleaned prior to being reset. The adjusted
17 elevation of the cover shall be 1/4 inch below the level of the finished
18 pavement.

19
20 The Contractor shall use care to avoid disturbing the monument inside the
21 monument case. Monuments damaged or disturbed by Contractor's
22 operations shall be repaired and re-established by a Licensed Land
23 Surveyor at no cost to the Contracting Agency.

24
25 Excavation and backfilling of monument cases shall be done in
26 accordance with the provisions of Section 2-09 and be completed in the
27 same workday.

28
29 **8-13.4 Measurement**

30 (*****)

31
32 This Section is supplemented with the following:

33
34 Measurement of Adjust Monument Case and Cover will be per each.

35
36 **8-13.5 Payment**

37 (*****)

38
39 This Section is supplemented with the following:

40
41 "Adjust Monument Case and Cover," per each.

42
43 The unit contract price per each for "Adjust Monument Case and Cover"
44 shall be full pay for costs necessary to make the adjustment including
45 restoration.

SPECIAL PROVISIONS - Continued

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.1 Description

(*****)

This Section is supplemented with the following:

This work includes replacement of induction loop vehicle detectors. This work shall include furnishing and installing of all loop wire, lead-in conduit, heat shrink tape and solder, seals and any other equipment necessary to complete the work.

8-20.3(14)C Induction Loop Vehicle Detectors

(*****)

Delete Item 3 and replace with the following:

All loops shall be installed after paving the final lift of asphalt and shall be functional within 5 working days of paving the final lift of asphalt.

The following is added at the end of this section:

Existing Traffic Loops

The Contractor shall notify the City of Sammamish Lead Traffic Signal Technician a minimum of 5 working days in advance of work in the loop area.

If the Contracting Agency suspects that damage to any loop may have resulted or believes it possible that an existing loop is not operating adequately, the Contracting Agency may order the Contractor to perform the field test specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the Contracting Agency. Loops which fail any of these tests shall be replaced.

If replacement loops are not operational within 48 hours, the Contractor shall install and maintain interim video detection at no additional cost to the Contracting Agency until permanent loops are in place. The type of interim detection furnished shall be approved by the Contracting Agency prior to installation.

SPECIAL PROVISIONS - Continued

8-20.4 Measurement

(*****)

This Section is supplemented with the following:

Measurement of the traffic detection loops shall be per each loop installed complete.

8-20.5 Payment

(*****)

This Section is supplemented with the following:

All costs involved in furnishing all labor, materials, tools, and equipment necessary for the installation of the traffic loops, including but not limited to, coordination with City of Sammamish, sawcutting, conductor, splicing, loop lead in wires, backer rods sealant, seals, bushings, wastehaul, and testing loop circuits shall be included in the unit contract price per each for "Traffic Detection Loop."

APPENDIX A

Wage Rates

Washington State Prevailing Wage Rates for Public Works Contracts

Department of Labor and Industries wage rates can be found at the following website address:

- <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>

Based upon the submittal deadline for this project the wage publication effective date to use is:

- **August 5, 2022**

The county in which the public works project is located is:

- **King County**

A copy of this wage rate is available for viewing in our office located at:

- City of Sammamish Public Works Department
801 228th Ave SE
Sammamish, WA 98075

The City will mail or e-mail a copy of the applicable wage publication upon request:

- **To request a copy via e-mail please e-mail your request to**

Jim Grueber at jgrueber@sammamish.us

- **To request a copy via mail please call (425) 295-0574**

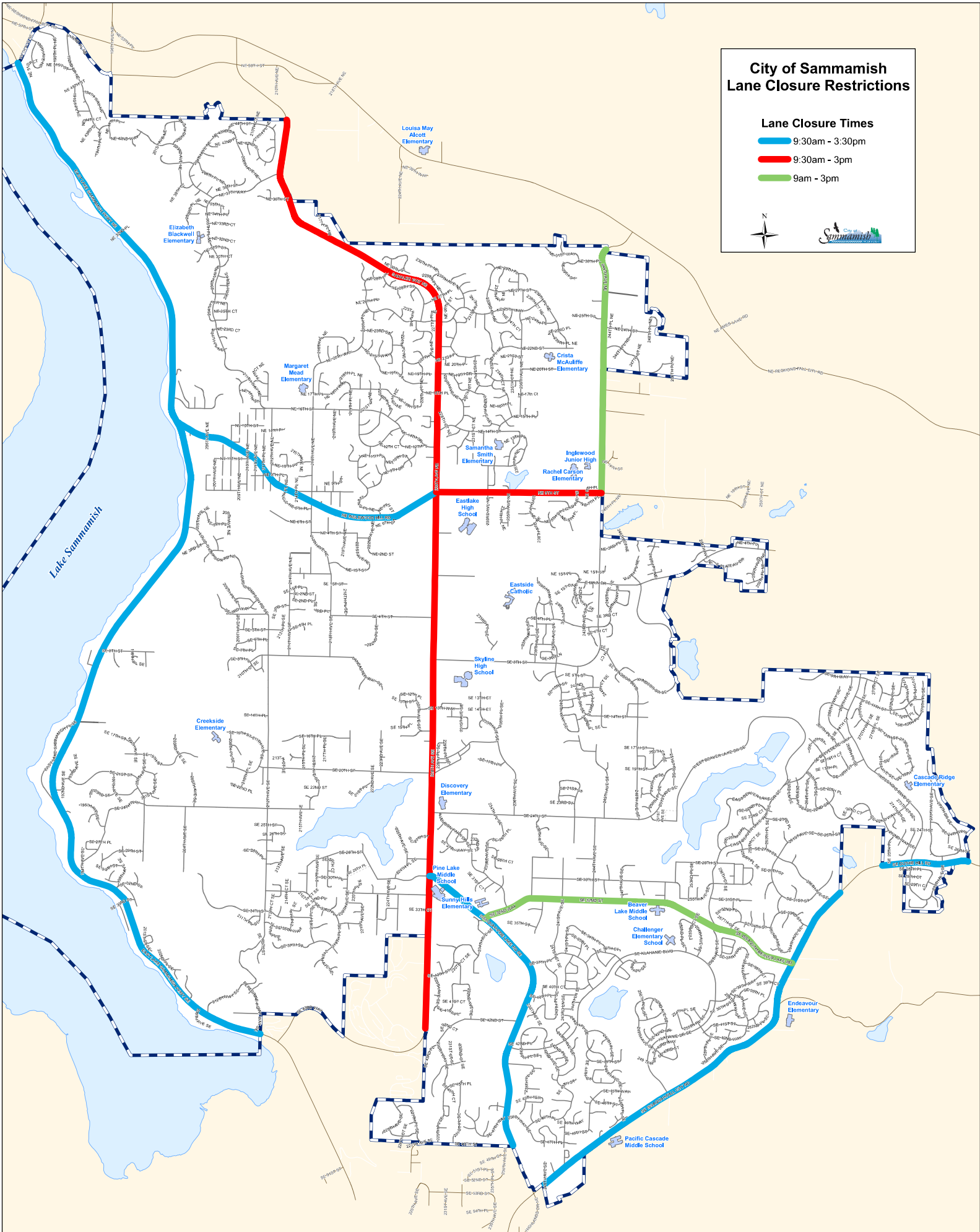
APPENDIX B

Lane Closure Restrictions Map

City of Sammamish Lane Closure Restrictions

Lane Closure Times

- 9:30am - 3:30pm
- 9:30am - 3pm
- 9am - 3pm



APPENDIX C

Pavement Cores



SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

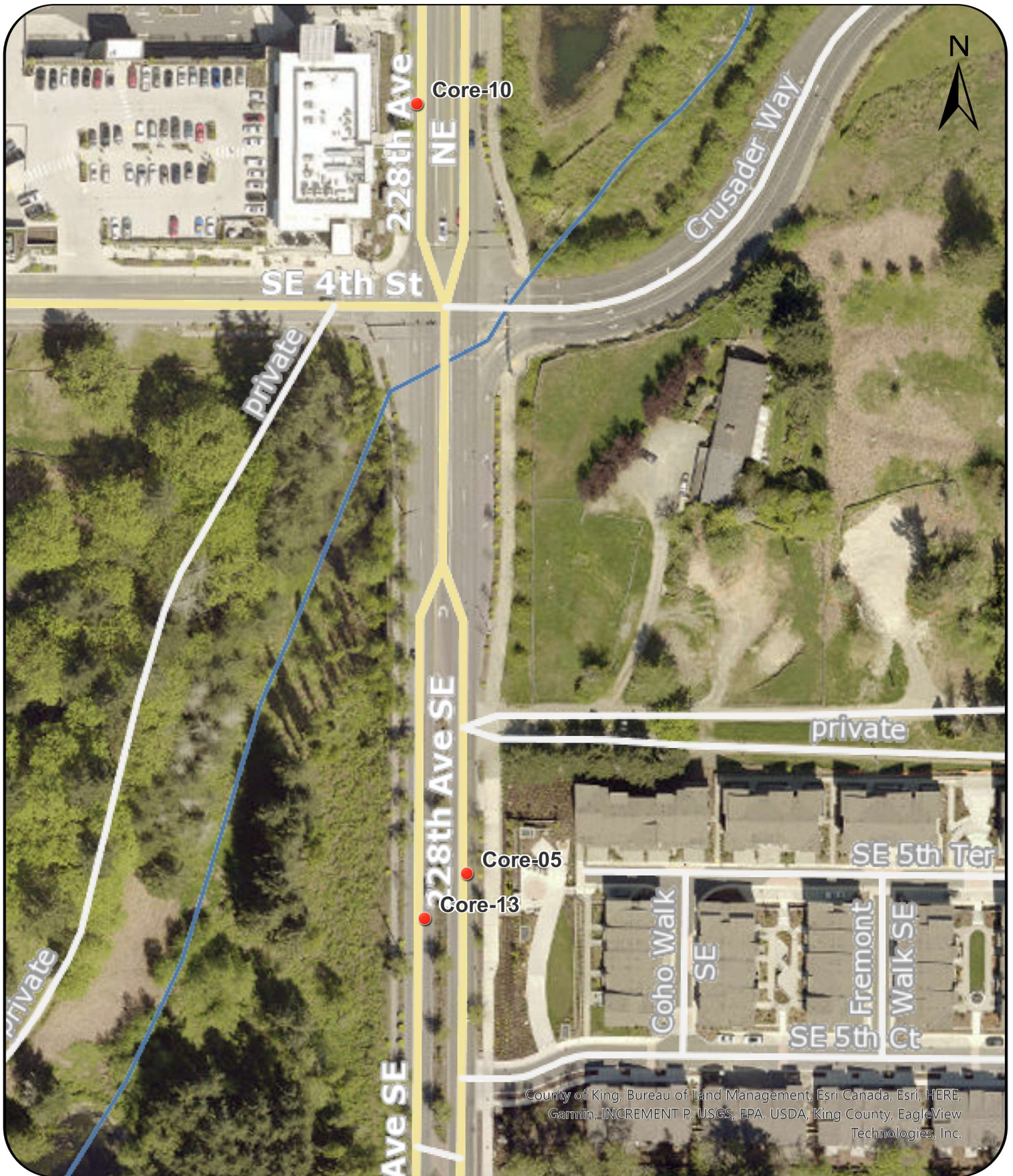
2A

PROJECT NO.

2021-057 T7



GEO SCIENCES INC.
DBE/MWBE



SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

2B

PROJECT NO.

2021-057 T7



GEOSCIENCES INC.
DBE/MWBE



SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

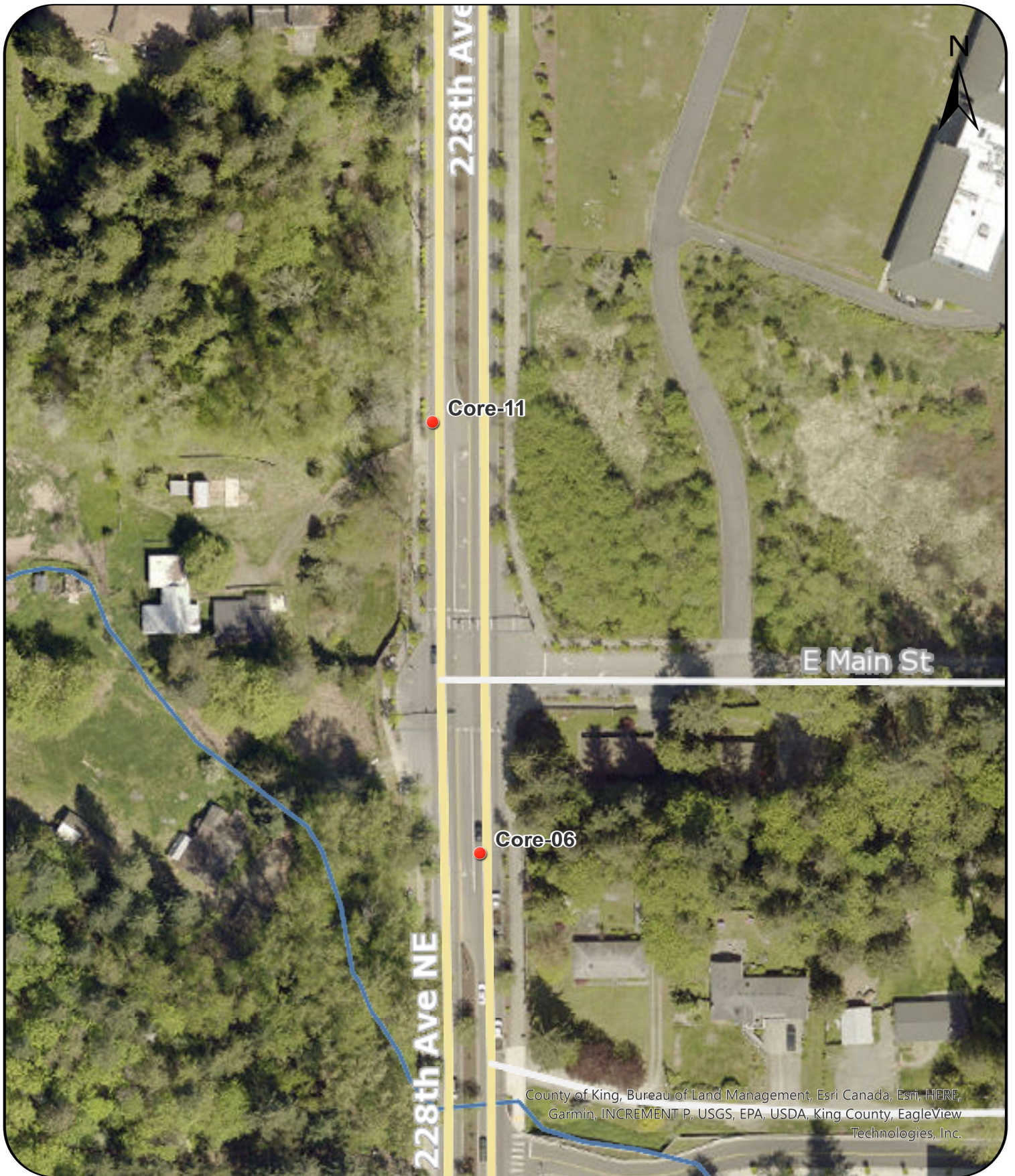
2C

PROJECT NO.

2021-057 T7



GEO SCIENCES INC.
DBE/MWBE



County of King, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, King County, EagleView Technologies, Inc.

SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

2D

PROJECT NO.

2021-057 T7



GEO SCIENCES INC.
DBE/MWBE



SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

2E

PROJECT NO.

2021-057 T7



GEOSCIENCES INC.
DBE/MWBE



SITE & EXPLORATION PLAN

CITY OF SAMMAMISH ON-CALL
2022 OVERLAY PAVEMENT INVESTIGATION
SAMMAMISH, WASHINGTON

FIGURE NO.

2F

PROJECT NO.

2021-057 T7

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound inside lane, 4' from median curb

LOCATION: See Figure 2A
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.75-inches Hot Mix Asphalt. 5 lifts: 1.5" x 2.25" x 1.5" x 1.5" x 2.0" Cored on high severity transverse crack. Upper lift is unbonded and cracked through. (HMA)				
			7.25-inches Crushed Surfacing Base Course. Dense, gray, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
		SM	Very dense, brown, silty SAND with gravel, moist. (FILL)				
Corehole was terminated at 1.5-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



City of Sammamish On-Call
 2022 Overlay Pavement Investigation
 Sammamish, Washington

PAVEMENT CORE
 Core- 1

PAGE: 1 of 1

PROJECT NO.: 2021-057 T7 FIGURE: A-1

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound inside lane, 9' from median curb

LOCATION: See Figure 2C
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.75-inches Hot Mix Asphalt. 4 lifts: 1.5" x 2.5" x 2.5" x 2.25" Cored on medium severity longitudinal crack. Cracked through upper two lifts. Second lift is unbonded from third. (HMA)				
			4.25-inches Crushed Surfacing Base Course. Very dense, olive brown, silty, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP SM		Very dense, olive brown, SAND with silt and gravel, moist. (FILL)				
Corehole was terminated at 1.4-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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City of Sammamish On-Call
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 Sammamish, Washington

PAVEMENT CORE
 Core- 2

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PROJECT NO.: 2021-057 T7 FIGURE: A-2

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound inside lane, 4.5' from median curb

LOCATION: See Figure 2E
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.0-inches Hot Mix Asphalt. 3 lifts: 1.75" x 2.75" x 3.5" Cored on medium severity transverse crack. Upper lift is cracked through and unbonded. (HMA)				
			3.0-inches Crushed Surfacing Base Course. Very dense, olive brown, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP SM		Dense, olive brown, SAND with silt and gravel, moist. (FILL)				
3			Corehole was terminated at 1.3-feet below ground surface. No groundwater seepage was observed.				

PAVEMENT CORE PHOTO



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City of Sammamish On-Call
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PAVEMENT CORE
 Core- 3

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PROJECT NO.: 2021-057 T7 FIGURE: A-3

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound inside lane, 3' from median curb

LOCATION: See Figure 2F
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			10.0-inches Hot Mix Asphalt. 4 lifts: 2.25" x 2.25" x 2.5" x 3.0" Cored on medium severity longitudinal crack. Cracked through upper lift and 1.25-inches into second lift. Second lift is unbonded from third. (HMA)				
			3.0-inches Crushed Surfacing Top Course. Dense, olive brown, fine, crushed GRAVEL with sand, moist. (CSTC)				
	SP SM		Dense, olive brown, SAND with silt and gravel, moist. (FILL)				
Corehole was terminated at 1.3-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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City of Sammamish On-Call
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PAVEMENT CORE
 Core- 4

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PROJECT NO.: 2021-057 T7 FIGURE: A-4

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound outside lane, 3.3' from curb

LOCATION: See Figure 2B
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.25-inches Hot Mix Asphalt. 5 lifts: 1.5" x 2.0" x 1.5" x 1.0" x 2.25" Cored on medium severity longitudinal crack. Upper lift is cracked through and unbonded. (HMA)				
			5.75-inches Crushed Surfacing Base Course. Very dense, olive brown, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
		SM	Very dense, olive brown, silty SAND with gravel, moist. (FILL)				
Corehole was terminated at 1.5-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core- 5

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PROJECT NO.: 2021-057 T7 FIGURE: A-5

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound outside lane, 9' from curb

LOCATION: See Figure 2D
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			9.0-inches Hot Mix Asphalt. 4 lifts: 2.0" x 2.25" x 1.75" x 3.0" Cored on medium severity longitudinal crack. Upper lift is cracked through and unbonded. (HMA)				
			3.0-inches Crushed Surfacing Base Course. Very dense, olive brown, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SM		Very dense, olive brown, silty SAND with gravel, moist. (FILL)				
Corehole was terminated at 1.3-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core- 6

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PROJECT NO.: 2021-057 T7 FIGURE: A-6

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound outside lane, 8' from curb

LOCATION: See Figure 2E
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.75-inches Hot Mix Asphalt. 4 lifts: 1.75" x 1.25" x 2.75" x 3.0" No cracking at core location. Low severity rutting observed. All lifts are bonded. (HMA)				
			3.25-inches Crushed Surfacing Base Course. Dense, olive brown, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP SM		Dense, brown, SAND with silt and gravel, moist. (FILL)				
Corehole was terminated at 1.2-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core- 7

PAGE: 1 of 1

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Northbound outside lane, 5.25' from curb

LOCATION: See Figure 2F
 DATE COMPLETED: 10/28/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.5-inches Hot Mix Asphalt. 6 lifts: 1.5" x 1.5" x 1.25" x 1.0" x 1.25" x 2.0" No cracking at core location. Medium severity rutting observed. All lifts are bonded. (HMA)				
			4.5-inches Crushed Surfacing Top Course. Very dense, olive brown, fine, crushed GRAVEL with sand, moist. (CSTC)				
	SM		Dense, reddish-brown, silty SAND, with gravel, moist. (FILL)				
Corehole was terminated at 1.25-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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City of Sammamish On-Call
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PAVEMENT CORE
 Core- 8

PAGE: 1 of 1

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound outside lane, 9' from curb

LOCATION: See Figure 2A
 DATE COMPLETED: 10/27/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			10.0-inches Hot Mix Asphalt. 6 lifts: 2.5" x 1.75" x 1.0" x 1.75" x 1.5" x 1.5" Cored on medium severity longitudinal/transverse crack. Upper lift is cracked through. All lifts are bonded. (HMA)				
		SP	Dense, dark grayish brown, SAND with gravel, moist. (FILL)				
3			Corehole was terminated at 1.2-feet below ground surface. No groundwater seepage was observed.				

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core- 9

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PROJECT NO.: 2021-057 T7 FIGURE: A-9

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound outside lane, 8' from curb

LOCATION: See Figure 2B
 DATE COMPLETED: 10/29/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			7.0-inches Hot Mix Asphalt. 4 lifts: 1.25" x 2.5" x 2.0" x 1.25" Cored on medium severity longitudinal crack with low severity rutting. Cracked through upper lift. All lifts are bonded. (HMA)				
			8.0-inches Crushed Surfacing Base Course. Very dense, olive gray, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP SM		Very dense, olive brown, SAND with silt and gravel, moist. (FILL)				
Corehole was terminated at 1.5-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-10

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PROJECT NO.: 2021-057 T7 FIGURE: A-10

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound outside lane, 4' from curb

LOCATION: See Figure 2D
 DATE COMPLETED: 10/29/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.0-inches Hot Mix Asphalt. 4 lifts: 1.5" x 1.75" x 1.5" x 3.25" No cracking at core location. All lifts are bonded. (HMA)				
			4.0-inches Crushed Surfacing Base Course. Dense, olive gray, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
3			Corehole was terminated at 1.0-feet below ground surface due to refusal on a cobble. No groundwater seepage was observed.				

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-11

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PROJECT NO.: 2021-057 T7 FIGURE: A-11

EXCAVATION COMPANY: HWA GeoSciences Inc.
EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
STREET: 228th Ave SE, Southbound outside lane, 5.25' from curb

LOCATION: See Figure 2F
DATE COMPLETED: 10/29/21
LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			12.0-inches Hot Mix Asphalt. 5 lifts: 1.75" x 1.75" x 2.5" x 3.0" x 3.0" Cored on low severity longitudinal crack. Cracked through upper lift. Second lift is unbonded from third. (HMA)				
	SM		Dense, gray, silty SAND with gravel, moist. (FILL)				
3			Corehole was terminated at 1.2-feet below ground surface. No groundwater seepage was observed.				

PAVEMENT CORE PHOTO



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PAVEMENT CORE
Core-12

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PROJECT NO.: 2021-057 T7 FIGURE: A-12

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound inside lane, 3.5' from median curb

LOCATION: See Figure 2B
 DATE COMPLETED: 10/27/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			8.0-inches Hot Mix Asphalt. 5 lifts: 1.5" x 2.0" x 1.0" x 1.5" x 2.0" No cracking at core location. All lifts are bonded. (HMA)				
			4.0-inches Crushed Surfacing Base Course. Dense, olive brown, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP		Dense, brown, SAND with gravel, moist. (FILL)				
Corehole was terminated at 1.3-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-13

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PROJECT NO.: 2021-057 T7 FIGURE: A-13

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound inside lane, 3.5' from median curb

LOCATION: See Figure 2C
 DATE COMPLETED: 10/29/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			9.25-inches Hot Mix Asphalt. 5 lifts: 1.25" x 1.5" x 2.0" x 2.0" x 2.5" No cracking at core location. All lifts are bonded. (HMA)				
	SP SM		Dense, olive brown, SAND with silt and gravel, moist. (FILL)				
3			Corehole was terminated at 1.3-feet below ground surface. No groundwater seepage was observed.				

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-14

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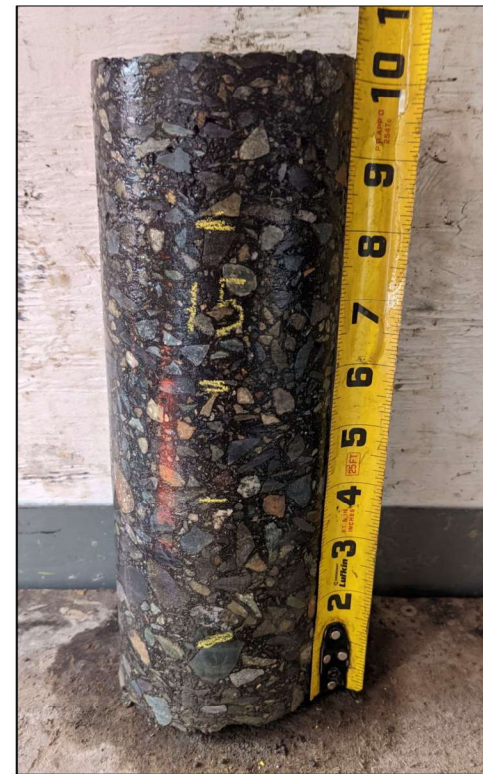
PROJECT NO.: 2021-057 T7 FIGURE: A-14

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound inside lane, 5' from median curb

LOCATION: See Figure 2E
 DATE COMPLETED: 10/29/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			10.25-inches Hot Mix Asphalt. 5 lifts: 2.0" x 2.0" x 1.75" x 2.5" x 2.0" No cracking at core location. All lifts are bonded. (HMA)				
			6.75-inches Crushed Surfacing Base Course. Dense, olive gray, fine to coarse, crushed GRAVEL with sand, moist. (CSBC)				
	SP SM		Dense, brown, SAND with silt and gravel, moist. (FILL)				
Corehole was terminated at 1.6-feet below ground surface. No groundwater seepage was observed.							
3							

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-15

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PROJECT NO.: 2021-057 T7 FIGURE: A-15

EXCAVATION COMPANY: HWA GeoSciences Inc.
 EXCAVATING EQUIPMENT: 4-inch Diameter Core Barrel
 STREET: 228th Ave SE, Southbound outside lane, 3' from curb

LOCATION: See Figure 2F
 DATE COMPLETED: 10/29/21
 LOGGED BY: S. Pemble

DEPTH (feet)	SYMBOL	USCS SOIL CLASS.	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT(%)	OTHER TESTS
0			7.0-inches Hot Mix Asphalt. 3 lifts: 1.5" x 1.5" x 4.0" Cored on medium severity longitudinal and alligator cracking. Cracked through upper two lifts. All lifts are unbonded. (HMA)				
			6.0-inches Crushed Surfacing Top Course. Dense, olive gray, fine, crushed GRAVEL with sand, moist. (CSTC)				
		SM	Dense, brown, silty SAND with gravel, moist. (FILL)				

Corehole was terminated at 1.3-feet below ground surface.
 No groundwater seepage was observed.

PAVEMENT CORE PHOTO



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PAVEMENT CORE
 Core-16

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PROJECT NO.: 2021-057 T7 FIGURE: A-16