

## INTRODUCTION TO THE SPECIAL PROVISIONS

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

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 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 the Amendments to the Standard Specifications and 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 date of the GSP and its source, as follows:

*(May 18, 2007 APWA GSP)*

*(August 7, 2006 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- City of Black Diamond 2009 Engineering Design and Construction Standards
- 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

## DIVISION 1

### GENERAL REQUIREMENTS

#### DESCRIPTION OF WORK

*(March 13, 1995)*

This Contract provides for .

#### 1-01 DEFINITIONS AND TERMS

##### 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

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

##### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

***Notice to Proceed Date***

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

***Substantial Completion Date***

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

***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	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.

**1-02.9 Delivery of Proposal**

*(August 15, 2012 APWA GSP, Option A)*

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and TIB 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.

As an alternative to the sealed proposal, proposals may be submitted in pdf format to [shanis@ci.blackdiamond.wa.us](mailto:shanis@ci.blackdiamond.wa.us) with a signature on the pdf. An apparent low bidder submitting a pdf version shall provide a signed paper copy prior to the City prior to a notice of award.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

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

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

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

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

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

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

#### **1-02.12        Public Opening of Proposals**

*(May 4, 2012 APWA GSP)*

Delete this section and replace it with the following:

Proposals will not be opened and publicly read at the time indicated in the Call for Bids. Bid tabulations will be made available to the public to all bidders and to the public.

#### **1-02.13        Irregular Proposals**

*(January 4, 2016 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;
  - 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 bidders 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 Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - l. 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;
  - 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.

### **1-02.15 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**

### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and

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

#### **1-03.7 Judicial Review**

*(July 23, 2015 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 THE WORK**

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

*(March 13, 2012 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. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

## **1-05.11 Final Inspection**

Delete this section and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

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

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

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

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

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

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

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

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

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

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

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

### **1-07.23(1) Construction Under Traffic**

*(January 2, 2012 WSDOT GSP)*

#### **Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in

progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

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

\*or 2-feet beyond the outside edge of sidewalk

#### **Minimum Work Zone Clear Zone Distance**

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

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain one lane of traffic in each direction at all times on all roadways.

During working hours, the Contractor may close the road to all traffic provided that adequate detour signage is installed and detour routes are clearly marked as part of the traffic control plan.

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

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

## **1-08 PROSECUTION AND PROGRESS**

### **1-08.5 Time For Completion**

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within 20 working days or by September 21, 2016, whichever comes first.

For the purpose of this contract, a working day is defined as any day (or part of a day) in which any construction activity takes place.

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 General**

The first paragraph of Section 1-10.1 is revised as follows:

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

The Contractor shall provide traffic control plans to the Engineer for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 5 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices
- Identification of detour routes for road closures

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

### **1-10.2 Traffic Control Management**

#### **1-10.2(1) General**

Section 1-10.2(1) is supplemented with the following:

*(December 1, 2008 WSDOT GSP)*

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. 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

Evergreen Safety Council

401 Pontius Ave. N.

Seattle, WA 98109

1-800-521-0778 or

(206) 382-4090

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

**1-10.2(2) Traffic Control Plans**

The first sentence of Section 1-10.2(2) is replaced with the following:

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

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions.

**END OF DIVISION 1**

## DIVISION 2

### EARTHWORK

#### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

##### 2-02.3 Construction Requirements

##### 2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

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

Existing pavement shall be saw cut before commencing removal. Pavement shall be removed as required for the construction, and approved by the Engineer. Pavement thickness, type, and extent may vary throughout the project. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed.

Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement "cutting," unless preapproved by the Engineer. However, even if preapproved as a method of cutting, or if the Engineer directs the Contractor to utilize this method of cutting, no payment will be made for this type of work; but rather, it shall be considered incidental to the project and as such, included in the various unit prices bid in the Proposal.

Add the following new section:

##### 2-02.3(4) Adjust Existing Utility to Grade

**New Section**

As shown in the Plans, existing utilities such as manholes, shall be raised, as necessary, by the City. The Contractor shall, prior to the beginning of any work, familiarize himself or herself with the existing utility locations. The Contractor shall mark the location of all utilities prior to paving the new surface.

##### 2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

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

"Removing Asphalt Conc. Pavement" will be measured per square yard regardless of depth prior to removal. Only asphalt concrete pavement designated for removal on the Plans, or approved by the Engineer, will be measured for payment.

No separate measurement will be made for saw cutting of any kind.

No separate measurement will be made for marking existing utilities to be raised, as necessary, by the City.

##### 2-02.5 Payment

Section 2-02.5 is supplemented with the following:

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

"Removing Asphalt Conc. Pavement", per square yard.

The unit bid price in the Proposal for "Removing Asphalt Conc. Pavement" will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to remove, haul tailings for disposal. Disposal costs will be the responsibility of the Contractor.

All saw cutting shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

Marking existing utilities to be raised, as necessary, by the City shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

**2-03 ROADWAY EXCAVATION AND EMBANKMENT**

**2-03.3 Construction Requirements**

**2-03.3(14) Embankment Construction**

**2-03.3(14)E Unsuitable Foundation Excavation**

Section 2-03.1(14)E is supplemented with the following:

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

Where directed by the engineer, the Contractor shall remove unsuitable subbase materials beneath the roadway and on the shoulder and shall replace the material with crushed surfacing top course per the Plans.

**2-03.4 Measurement**

Section 2-03.4 is supplemented with the following:

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

“Unsuitable Foundation Excavation Incl. Haul”, per cubic yard.

“Unsuitable Foundation Excavation Incl. Haul” will be measured per cubic yard. Only foundation materials designated for removal on the Plans, or approved by the Engineer, will be measured for payment. All crushed surfacing top course used as foundation material shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

**END OF DIVISION 2**

## **DIVISION 4**

### **BASES**

#### **4-04 BALLAST AND CRUSHED SURFACING**

##### **4-04.4 Measurement**

Section 4-04.4 is supplemented with the following:

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

“Crushed Surfacing Top Course for Shoulder Rock”, per ton.

“Crushed Surfacing Top Course for Shoulder Rock” will be measured per ton. Only crushed surfacing top course utilized outside of the paved roadway and abutting the new overlay, as approved by the Engineer, will be measured for payment.

##### **4-04.5 Payment**

Section 4-04.5 is supplemented with the following:

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

“Crushed Surfacing Top Course for Shoulder Rock”, per ton.

The unit bid price in the Proposal for “Crushed Surfacing Top Course for Shoulder Rock” will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to install materials or remove unsuitable materials not designated under “Unsuitable Foundation Excavation Incl. Haul”. Disposal costs of unsuitable materials will be the responsibility of the Contractor.

**END OF DIVISION 4**



## DIVISION 5

### SURFACE TREATMENTS AND PAVEMENTS

#### **5-04 HOT MIX ASPHALT**

##### **5-04.1 Description**

Section 5-04.1 is supplemented with the following:

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

Asphalt concrete pavement shall be used at the following locations on the project:

1. HMA Cl. ½ In., PG 64-22: For all asphalt concrete overlay.
2. HMA Cl. ½ In., PG 64-22: For all asphalt concrete patch and reconstruction.
  - a. Areas marked for “skim patch” will be covered under HMA Cl. ½ In. PG 64-22 for Pavement Repair.
  - b. Areas marked for shoulder widening prior to overlay will be covered under HMA Cl. ½ In. PG 64-22 for Pavement Repair.

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

###### **5-04.3(3)A Material Transfer Device / Vehicle**

*(January 16, 2014 APWA GSP)*

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required at the Project Site.

###### **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

Delete this section and replace it with the following:

###### **5-04.3(7)A2 Nonstatistical Evaluation**

*(January 16, 2014 APWA GSP)*

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- 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) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will 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 Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

#### **5-04.3(8) Mixing**

##### **5-04.3(8)A Acceptance Sampling and Testing—HMA Mixture**

##### **5-04.3(8)A1 General**

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

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

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 Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

##### **5-04.3(8)A4 Definition of Sampling Lot and Sublot**

*(January 16, 2014 APWA GSP)*

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities 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:

- i. If test results are found to be within specification requirements, additional testing will be at the engineers discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

##### **5-04.3(8)A5 Test Results**

*(January 16, 2014 APWA GSP)*

The first paragraph of this section is deleted.

**5-04.3(8)A6 Test Methods**

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure 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 WAQTC FOP for AASHTO T 27/T 11.

**5-04.3(8)A7 Test Section – HMA Mixtures**

*(March 10, 2010 APWA GSP)*

Delete this section.

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

Replace the last paragraph of Section 5-04.3(14) with the following:

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

Debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C.

**5-04.5 Payment**

Section 5-04.5 is supplemented with the following:

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

Payment will also be made under the following:

Payment for the following bid items will be made per Section 5-04.5 of the Standard Specifications:

“HMA Cl. 1/2 In. PG 64-22 for Overlay”, per ton.

“HMA Cl. 1 In. PG 64-22 for Pavement Repair”, per ton.

**5-04.5(1)B Price Adjustments for Quality of HMA Compaction**

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming 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 the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

**END OF DIVISION 5**