

**AMENDMENTS TO THE WSDOT STANDARD
SPECIFICATIONS FOR ROAD, BRIDGE, AND
MUNICIPAL CONSTRUCTION
(REVISED APRIL 1, 2019)**

1 INTRO.AP1

2 **INTRODUCTION**

3 The following Amendments and Special Provisions shall be used in conjunction with the 2018
4 Standard Specifications for Road, Bridge, and Municipal Construction.

5

6

AMENDMENTS TO THE STANDARD SPECIFICATIONS

7

8 The following Amendments to the Standard Specifications are made a part of this contract and
9 supersede any conflicting provisions of the Standard Specifications. For informational
10 purposes, the date following each Amendment title indicates the implementation date of the
11 Amendment or the latest date of revision.

12

13 Each Amendment contains all current revisions to the applicable section of the Standard
14 Specifications and may include references which do not apply to this particular project.

15

16 1-01.AP1

17 **Section 1-01, Definitions and Terms**

18 **August 6, 2018**

19 **1-01.3 Definitions**

20 The following new term and definition is inserted before the definition for "Shoulder":

21

22 **Sensitive Area** – Natural features, which may be previously altered by human activity, that
23 are present on or adjacent to the project location and protected, managed, or regulated by
24 local, tribal, state, or federal agencies.

25

26 The following new term and definition is inserted after the definition for "Working Drawings":

27

28 **WSDOT Form** – Forms developed and maintained by WSDOT that are required or
29 available for use on a project. These forms can be downloaded from the forms catalogue
30 at:

31

32 <http://wsdot.wa.gov/forms/pdfForms.html>

33

34 1-02.AP1

35 **Section 1-02, Bid Procedures and Conditions**

36 **October 30, 2018**

37 **1-02.4(1) General**

38 This section is supplemented with the following:

39

40 Prospective Bidders are advised that the Contracting Agency may include a partially
41 completed Washington State Department of Ecology (Ecology) Transfer of Coverage
42 (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit (CSWGP)
43 as part of the Bid Documents. When the Contracting Agency requires the transfer of
44 coverage of the CSWGP to the Contractor, an informational copy of the Transfer of
45 Coverage and the associated CSWGP will be included in the appendices. As a condition of
46 Section 1-03.3, the Contractor is required to complete sections I, III, and VIII of the Transfer
47 of Coverage and return the form to the Contracting Agency.

48

1 The Contracting Agency is responsible for compliance with the CSWGP until the end of day
2 that the Contract is executed. Beginning on the day after the Contract is executed, the
3 Contractor shall assume complete legal responsibility for compliance with the CSWGP and
4 full implementation of all conditions of the CSWGP as they apply to the Contract Work.
5

6 **1-02.5 Proposal Forms**

7 The first sentence of the first paragraph is revised to read:
8

9 At the request of a Bidder, the Contracting Agency will provide a physical Proposal Form
10 for any project on which the Bidder is eligible to Bid.
11

12 **1-02.6 Preparation of Proposal**

13 Item number 1 of the second paragraph is revised to read:
14

- 15 1. A unit price for each item (omitting digits more than two places to the right of the
16 decimal point),
17

18 In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read
19 "WSDOT Form 422-031U".
20

21 The following new paragraph is inserted before the last paragraph:
22

23 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
24 Compliance form (WSDOT Form 272-009). Failure to return this certification as part of the
25 Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A
26 Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
27
28

29 1-03.AP1

30 **Section 1-03, Award and Execution of Contract** 31 **January 2, 2018**

32 **1-03.3 Execution of Contract**

33 The first paragraph is revised to read:
34

35 Within 20 calendar days after the Award date, the successful Bidder shall return the signed
36 Contracting Agency-prepared Contract, an insurance certification as required by Section 1-
37 07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage
38 form for the Construction Stormwater General Permit with sections I, III, and VIII completed
39 when provided, and shall be registered as a contractor in the state of Washington.
40

41 **1-03.5 Failure to Execute Contract**

42 The first sentence is revised to read:
43

44 Failure to return the insurance certification and bond with the signed Contract as required in
45 Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business
46 Enterprise information if required in the Contract, or failure or refusal to sign the Contract,
47 or failure to register as a contractor in the state of Washington, or failure to return the
48 completed Transfer of Coverage for the Construction Stormwater General Permit to the
49 Contracting Agency when provided shall result in forfeiture of the proposal bond or deposit
50 of this Bidder.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

1-05.AP1
Section 1-05, Control of Work
August 6, 2018

1-05.5 Vacant

This section, including title, is revised to read:

1-05.5 Tolerances

Geometrical tolerances shall be measured from the points, lines, and surfaces defined in Contract documents.

A plus (+) tolerance increases the amount or dimension to which it applies, or raises a deviation from level. A minus (-) tolerance decreases the amount or dimension to which it applies, or lowers a deviation from level. Where only one signed tolerance is specified (+ or -), there is no specified tolerance in the opposing direction.

Tolerances shall not be cumulative. The most restrictive tolerance shall control.

Tolerances shall not extend the Work beyond the Right of Way or other legal boundaries identified in the Contract documents. If application of tolerances causes the extension of the Work beyond the Right of Way or legal boundaries, the tolerance shall be reduced for that specific instance.

Tolerances shall not violate other Contract requirements. If application of tolerances causes the Work to violate other Contract requirements, the tolerance shall be reduced for that specific instance. If application of tolerances causes conflicts with other components or aspects of the Work, the tolerance shall be reduced for that specific instance.

1-05.9 Equipment

The following new paragraph is inserted before the first paragraph:

Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

This section is supplemented with the following:

Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative debris from equipment before removing it from the job site.

1-06.AP1
Section 1-06, Control of Material
January 7, 2019

1-06.1(3) Aggregate Source Approval (ASA) Database

This section is supplemented with the following:

1 Regardless of status of the source, whether listed or not listed in the ASA database the
2 source owner may be asked to provide testing results for toxicity in accordance with
3 Section 9-03.21(1).
4

5 **1-06.2(2)D Quality Level Analysis**

6 This section is supplemented with the following new subsection:
7

8 **1-06.2(2)D5 Quality Level Calculation – HMA Compaction**

9 The procedures for determining the quality level and pay factor for HMA compaction are as
10 follows:
11

- 12 1. Determine the arithmetic mean, X_m , for compaction of the lot:
13

$$14 \quad X_m = \frac{\sum x}{n}$$

15 Where:
16

17 x = individual compaction test values for each subplot in the lot.

18 $\sum x$ = summation of individual compaction test values

19 n = total number test values
20

- 21 2. Compute the sample standard deviation, "S", for each constituent:
22

$$23 \quad S = \left[\frac{n \sum x^2 - (\sum x)^2}{n(n-1)} \right]^{1/2}$$

24 Where:
25

26 $\sum x^2$ = summation of the squares of individual compaction test values

27 $(\sum x)^2$ = summation of the individual compaction test values squared
28

- 29 3. Compute the lower quality index (Q_L):
30

$$31 \quad Q_L = \frac{X_m - LSL}{S}$$

32 Where:
33

34 $LSL = 92.0$
35

- 36 4. Determine P_L (the percent within the lower Specification limit which corresponds to
37 a given Q_L) from Table 1. For negative values of Q_L , P_L is equal to 100 minus the
38 table P_L . If the value of Q_L does not correspond exactly to a figure in the table, use
39 the next higher value.
40

- 41 5. Determine the quality level (the total percent within Specification limits):
42

43 Quality Level = P_L
44

- 1 6. Using the quality level from step 5, determine the composite pay factor (CPF) from
2 Table 2.
3
4 7. If the CPF determined from step 6 is 1.00 or greater: use that CPF for the
5 compaction lot; however, the maximum HMA compaction CPF using an LSL =
6 92.0 shall be 1.05.
7
8 8. If the CPF from step 6 is not 1.00 or greater: repeat steps 3 through 6 using an
9 LSL = 91.5. The value thus determined shall be the HMA compaction CPF for that
10 lot; however, the maximum HMA compaction CPF using an LSL = 91.5 shall be
11 1.00.
12

13 **1-06.2(2)D1 Quality Level Analysis**

14 The following new sentence is inserted after the first sentence:

15
16 The quality level calculations for HMA compaction are completed using the formulas in
17 Section 1-06.2(2)D5.
18

19 **1-06.2(2)D4 Quality Level Calculation**

20 The first paragraph (excluding the numbered list) is revised to read:

21
22 The procedures for determining the quality level and pay factors for a material, other than
23 HMA compaction, are as follows:
24

25 **1-06.6 Recycled Materials**

26 The first three sentences of the second paragraph are revised to read:

27
28 The Contractor shall submit a Recycled Material Utilization Plan on WSDOT Form 350-
29 075A within 30 calendar days after the Contract is executed. The plan shall provide the
30 Contractor's anticipated usage of recycled concrete aggregates for meeting the
31 requirements of these Specifications. The quantity of recycled concrete aggregate will be
32 provided in tons and as a percentage of the Plan quantity for eligible material listed in
33 Section 9-03.21(1)E Table on Maximum Allowable percent (By Weight) of Recycled
34 Material.
35

36 The last paragraph is revised to read:

37
38 Within 30 calendar days after Physical Completion, the Contractor shall report the quantity
39 of recycled concrete aggregates that were utilized in the construction of the project for each
40 eligible item listed in Section 9-03.21(1)E. The Contractor's report shall be provided on
41 WSDOT Form 350-075A, Recycled Materials Reporting.
42

43 **1-06.6(1)A General**

44 Item 1(a) in the second paragraph is revised to read:

- 45
46 a. The estimated costs for the Work for each material with 25 percent recycled concrete
47 aggregate. The cost estimate shall include for each material a documented price quote
48 from the supplier with the lowest total cost for the Work.
49

1 1-07.AP1

2 **Section 1-07, Legal Relations and Responsibilities to the Public**
3 **April 1, 2019**

4 **1-07.5 Environmental Regulations**

5 This section is supplemented with the following new subsections:

6

7 **1-07.5(5) U.S. Army Corps of Engineers**

8 When temporary fills are permitted, the Contractor shall remove fills in their entirety and the
9 affected areas returned to pre-construction elevations.

10

11 If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special
12 Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the
13 case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor
14 shall provide copies of the permit or verification letter to all subcontractors involved with the
15 authorized work prior to their commencement of any work in waters of the U.S.

16

17 **1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service**

18 The Contracting Agency will provide fish exclusion and handling services if the Work
19 dictates. However, if the Contractor discovers any fish stranded by the project and a
20 Contracting Agency biologist is not available, they shall immediately release the fish into a
21 flowing stream or open water.

22

23 **1-07.5(1) General**

24 The first sentence is deleted and replaced with the following:

25

26 No Work shall occur within areas under the jurisdiction of resource agencies unless
27 authorized in the Contract.

28

29 The third paragraph is deleted.

30

31 **1-07.5(2) State Department of Fish and Wildlife**

32 This section is revised to read:

33

34 In doing the Work, the Contractor shall:

35

- 36 1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
- 37
- 38 2. Not place materials below or remove them from the ordinary high water line
39 except as may be specified in the Contract.
- 40
- 41 3. Not allow equipment to enter waters of the State except as specified in the
42 Contract.
- 43
- 44 4. Revegetate in accordance with the Plans, unless the Special Provisions permit
45 otherwise.
- 46
- 47 5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of
48 water.
- 49
- 50 6. Ensure continuous stream flow downstream of the Work area.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

- 7. Dispose of any project debris by removal, burning, or placement above high-water flows.
- 8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above shall be incidental to Contract pay items.

1-07.5(3) State Department of Ecology

This section is revised to read:

In doing the Work, the Contractor shall:

- 1. Comply with Washington State Water Quality Standards.
- 2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.
- 3. Use equipment that is free of external petroleum-based products.
- 4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.
- 5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer's concurrence.
- 6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.
- 7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.
- 8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.

- 1 9. Submit copies of all correspondence with Ecology electronically to the Engineer in
2 a PDF format within four calendar days.

3
4 **1-07.5(4) Air Quality**

5 This section is revised to read:

6
7 The Contractor shall comply with all regional clean air authority and/or State Department of
8 Ecology rules and regulations.

9
10 The air quality permit process may include additional State Environment Policy Act (SEPA)
11 requirements. Contractors shall contact the appropriate regional air pollution control
12 authority well in advance of beginning Work.

13
14 When the Work includes demolition or renovation of any existing facility or structure that
15 contains Asbestos Containing Material (ACM) and/or Presumed Asbestos-Containing
16 Material (PACM), the Contractor shall comply with the National Emission Standards for
17 Hazardous Air Pollutants (NESHAP).

18
19 Any requirements included in Federal and State regulations regarding air quality that
20 applies to the "owner or operator" shall be the responsibility of the Contractor.

21
22 **1-07.7(1) General**

23 The first sentence of the third paragraph is revised to read:

24
25 When the Contractor moves equipment or materials on or over Structures, culverts or
26 pipes, the Contractor may operate equipment with only the load-limit restrictions in Section
27 1-07.7(2).

28
29 The first sentence of the last paragraph is revised to read:

30
31 Unit prices shall cover all costs for operating over Structures, culverts and pipes.

32
33 **1-07.9(1) General**

34 The last sentence of the sixth paragraph is revised to read:

35
36 Generally, the Contractor initiates the request by preparing standard form 1444 Request for
37 Authorization of Additional Classification and Rate, available at
38 <https://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>, and submitting it to the
39 Engineer for further action.

40
41 **1-07.9(2) Posting Notices**

42 The second sentence of the first paragraph (up until the colon) is revised to read:

43
44 The Contractor shall ensure the most current edition of the following are posted:

45
46 The revision dates are deleted from all items in the numbered list.

47
48 The following new items are inserted after item number 1:

- 49
50 2. **Mandatory Supplement to EEOC P/E-1** published by US Department of Labor. Post
51 for projects with federal-aid funding.

- 1
2 3. **Pay Transparency Nondiscrimination Provision** published by US Department of
3 Labor. Post for projects with federal-aid funding.
4

5 Item number 2 through 12 are renumbered to 4 through 14, respectively.
6

7 **1-07.11(2) Contractual Requirements**

8 In this section, "creed" is revised to read "religion".
9

10 Item numbers 1 through 9 are revised to read 2 through 10, respectively.
11

12 After the preceding Amendment is applied, the following new item number 1 is inserted:
13

- 14 1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear,
15 hostility and intimidation at all times. Behaviors that violate this requirement include but
16 are not limited to:
17
- 18 a. Persistent conduct that is offensive and unwelcome.
 - 19 b. Conduct that is considered to be hazing.
 - 20 c. Jokes about race, gender, or sexuality that are offensive.
 - 21 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature
22 which interferes with a person's ability to perform their job or creates an
23 intimidating, hostile, or offensive work environment.
 - 24 e. Language or conduct that is offensive, threatening, intimidating or hostile based
25 on race, gender, or sexual orientation.
 - 26 f. Repeating rumors about individuals in the Work Site that are considered to be
27 harassing or harmful to the individual's reputation.
- 28
29
30
31
32
33

34 **1-07.11(5) Sanctions**

35 This section is supplemented with the following:
36

37 Immediately upon the Engineer's request, the Contractor shall remove from the Work site
38 any employee engaging in behaviors that promote harassment, humiliation, fear or
39 intimidation including but not limited to those described in these specifications.
40

41 **1-07.11(6) Incorporation of Provisions**

42 The first sentence is revised to read:
43

44 The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements
45 (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including
46 procurement of materials and leases of equipment.
47

48 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

49 The last sentence of the first paragraph is revised to read:
50

1 An SPCC Plan template and guidance information is available at
2 [http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/spill-](http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/spill-prevent-report)
3 [prevent-report.](http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/spill-prevent-report)
4

5 **1-07.16(2)A Wetland and Sensitive Area Protection**

6 The first sentence of the first paragraph is revised to read:

7
8 Existing wetland and other sensitive areas, where shown in the Plans or designated by the
9 Engineer, shall be saved and protected through the life of the Contract.
10

11 **1-07.18 Public Liability and Property Damage Insurance**

12 Item number 1 is supplemented with the following new sentence:

13
14 This policy shall be kept in force from the execution date of the Contract until the Physical
15 Completion Date.
16

17 1-08.AP1

18 **Section 1-08, Prosecution and Progress January 7, 2019**

19 **1-08.1 Subcontracting**

20 The first sentence of the seventh paragraph is revised to read:

21
22 All Work that is not performed by the Contractor will be considered as subcontracting
23 except: (1) purchase of sand, gravel, crushed stone, crushed slag, batched concrete
24 aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated
25 items, and any other materials supplied by established and recognized commercial plants;
26 or (2) delivery of these materials to the Work site in vehicles owned or operated by such
27 plants or by recognized independent or commercial hauling companies hired by those
28 commercial plants.
29

30 The following new paragraph is inserted after the seventh paragraph:

31
32 The Contractor shall not use businesses (material suppliers, vendors, subcontractors, etc.)
33 with federal purchasing exclusions. Businesses with exclusions are identified using the
34 System for Award Management web page at www.SAM.gov.
35

36 **1-08.5 Time for Completion**

37 Item number 2 of the sixth paragraph is supplemented with the following:

- 38
39 f. A copy of the Notice of Termination sent to the Washington State Department of
40 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
41 Notice of Termination by Ecology; and no rejection of the Notice of Termination by
42 Ecology. This requirement will not apply if the Construction Stormwater General
43 Permit is transferred back to the Contracting Agency in accordance with Section 8-
44 01.3(16).
45

46 **1-08.7 Maintenance During Suspension**

47 The fifth paragraph is revised to read:
48

1 The Contractor shall protect and maintain all other Work in areas not used by traffic. All
2 costs associated with protecting and maintaining such Work shall be the responsibility of
3 the Contractor.
4

5 1-09.AP1

6 **Section 1-09, Measurement and Payment**
7 **August 6, 2018**

8 **1-09.2(1) General Requirements for Weighing Equipment**

9 The last paragraph is supplemented with the following:
10

11 When requested by the Engineer, the Contractor's representative shall collect the tickets
12 throughout the day and provide them to the Engineer's designated receiver, not later than
13 the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no
14 pay.
15

16 **1-09.2(2) Specific Requirements for Batching Scales**

17 The last sentence of the first paragraph is revised to read:
18

19 Batching scales used for concrete or hot mix asphalt shall not be used for batching
20 other materials.
21

22 **1-09.10 Payment for Surplus Processed Materials**

23 The following sentence is inserted after the first sentence of the second paragraph:
24

25 For Hot Mix Asphalt, the Plan quantity and quantity used will be adjusted for the quantity of
26 Asphalt and quantity of RAP or other materials incorporated into the mix.