

ADMINISTRATION TEAM MINUTES

Date: March 20, 2009
Time: 9:00 am
Place: Tacoma AGC Building

Attending:

✓	Mark Borton	✓	Dave Mariman		Anthony Sarhan
	Jerry Brais		Darrel McCallum	✓	Glenn Schneider
✓	Forrest Dill	✓	Craig McDaniel	✓	Mark Scoccolo
✓	Paul Gonseth	✓	Tina Nelson	✓	Dave Standahl
✓	Mike Hall	✓	Roger Palfenier	✓	Andy Thompson
	Tim Hayner	✓	Mark Rohde	✓	Greg Waugh

Guests: From WSDOT Project Control and Reporting Office:
 Rick Smith (*Urban Corridors Office*), Ron Pate (*Headquarters*), Sue Moore (*Headquarters*), Charles Rosalin (*Headquarters*)

Opening Comments: A brief round of introductions was made. Additional opening comments were deferred in recognition of guests.

Old Business – Review of action items from last meeting

This activity was skipped in recognition of guests.

New Business – Project Management Reporting System (PMRS)

The Team welcomed guests from WSDOT Project Control and Reporting offices. The purpose of the discussion is to provide information related to PMRS implementation at WSDOT. Specifically, contractors on the Team have questions about the Department’s future direction in electronic content management and schedule management, and how it may affect them.

Craig prefaced the discussion by explaining that the function of the Administration Team is to collaborate on construction administration issues. The Urban Corridors Office has an enormous program that includes Design–Build and other mega-projects, and is “pushing the envelope” of traditional contract administration practices at WSDOT.

Rick Smith described PMRS as a system that is comprised of multiple software components; a scheduling application (Primavera P6), a contract manager application, and an electronic content management application. This system will replace the Project

Delivery Information System (PDIS) that WSDOT has been using for some time. PMRS is a legislative requirement to provide accountability and transparency. Earned Value reporting is also a legislative requirement for projects over \$200 million. WSDOT desires better cost and schedule controls, and this system supports that need. The system encompasses all phases of all projects, not just construction. WSDOT has scheduled full implementation of the system by June 2010. Some projects are already in the system.

Cost and Schedule Management

Cost forecasting is a critical element of PMRS. There are billions of dollars in the construction program and best management of funds is essential. The system is working well on the preliminary engineering side, because WSDOT is in control of costs and can anticipate the timing of expenditures. However, construction cost forecasting is more difficult for WSDOT because the Department does not manage the contractors schedule or workforce. On small projects, WSDOT has an idea of how fast the money will be spent from the contractors schedule and the bid item quantities. But this is not so easy with large projects that extend for years. WSDOT needs a better method of determining when the money will be spent on large contracts.

The Team asked what role they play in this effort. WSDOT wants this Team to help review proposed changes to the specifications related to PMRS so that WSDOT can implement a system that makes sense. The Department needs to have progress schedules in a format that can be used to forecast cash flow. Specifically, the Urban Corridors Office is thinking about requiring cost loaded progress schedules for Alaskan Way Viaduct projects in order to forecast cash flow and report earned value. They would be applied to a handful of projects in UCO only, and will not extend to other regions or projects.

Contractors in the room expressed skepticism about the Department's ability to really control the application of cost loaded schedules once they come into use. The application of Type C Progress Schedules on simple projects and Lump Sum Traffic Control on complex projects were both cited as examples of good tools being misapplied. Some believe that this will be, too.

Contractors opined that WSDOT has enough information to fulfill the need. Why can't the Department determine cash flow using bid items and the progress schedule? WSDOT does do this now, and quite successfully for small projects. It is the multi-year, high cost projects where the Department has trouble anticipating the rate of payment. A specific example was cited where the Department was surprised by enormous costs that were not anticipated. It is believed that a cost loaded schedule is needed to avoid future occurrences like this.

Contractors stated that they use the progress schedule for planning their construction approach, not for planning cash flow. Schedules are for how to build it, not how to pay for it. Contractors have no use for a "pay for it" schedule in a unit price contract. It does

make sense to require a price loaded schedule for lump sum projects (design-build), but not in unit price work.

Contractors would not produce a cost loaded schedule for their own use, because it is work that adds no value for them. Accordingly, there is very little expertise at doing this in the contracting community. Furthermore, associating activities with bid item quantities is problematic for contractors. They could provide such a breakdown, but since they don't use such information - it would be of questionable value to the Owner. Most schedules just fill the available time, and are not reflective of actual cash flow.

The question was asked: what does WSDOT actually need, a cost loaded CPM or the ability to anticipate cash flow? One will not necessarily provide the other. The answer is: the Department needs the ability to accurately forecast the timing of expenditures to prevent getting burned by overspending. Some think that a cost loaded CPM will provide this. Because WSDOT buys and sells bonds to finance these projects, better management of these funds could result in more money for projects.

Contractors suggested that there are other ways to fulfill this need and obtain more reliable data than through a cost loaded schedule. Contractors do use a bid item projection over time to manage their cash flow, but this is done on a quarterly basis, not monthly, and they run rough numbers. This information could be provided in a spreadsheet. A standard format could be established to minimize the learning curve.

Action Item: WSDOT will bring any proposed specifications for cost loaded schedules on design-bid-build projects to this forum for discussion.

Contract Management applications

Recently, contractors working in some Regions have noticed that WSDOT is asking for and providing more documents electronically, and eliminating paper. This is causing some problems for them, because contractors rely on receiving printed letters for documentation purposes and as triggers to act or respond. Contractors would like to know more about where WSDOT is headed in the arena of electronic construction management, and where they fit in.

Some contractors are already using electronic construction management applications, like ConstructWare, and are willing to share their experience and information on how it works for them. The Department has selected a Primavera product for this. It was unknown if ConstructWare and Primavera were compatible.

E-mail is not a good method for official communications. Spam filters and junk mail can obscure the important stuff. Contractors are missing cues because they are missing the paper. Further, WSDOT specifications do not address such electronic communications. What constitutes written notice, an email or a letter? When is that notice received, upon receipt of the email or the follow-up hard copy? What is a properly approved shop drawing, a stamped hard copy or an email saying it's approved? Date stamps are

missing. Color comments and highlighting are lost when reproduced on black and white scanners. Emails can be casual, and either party may overlook a required notification. Local Agencies have written a specification that requires notifications to be provided by hard copy. Subcontractors are affected by this too, and some are not very sophisticated technologically.

WSDOT will not be requiring that contractors use an electronic construction management application. State statute requires that the Department keep hard copies of certain documents with original signatures. WSDOT is looking for ways to improve communication, and would like contractors to participate.

Contractors also urged their peers to get on board. The electronic age is here, and those that resist it will be left behind. Contractors have a business decision to make in how they want to manage this. But at the same time, caution was urged. Data can be dangerous, and sometimes too much information is getting into the wrong hands. Paper doesn't get the job built. Reporting breeds more reporting, and may not even be used or useful.

Contractors must answer to many masters. Over 400 local agencies, WSDOT with its' different regions and modes, and countless private parties – they all have different ideas of how apply this technology.

Electronic Content Management

WSDOT is using a content management application for document retrieval purposes. The system is intended to be for the Department's internal use; not a contract requirement, and not for electronic bidding. Paper documents are still kept, but documents are scanned or standard forms are completed electronically and imported. Electronic versions of WSDOT forms, with a runtime version of FileMaker, can be obtained from the Department's website at <http://www.wsdot.wa.gov/forms/>.

The discussion ended on a positive note, with appreciation for the good exchange of information and a pledge to continue these types of discussions in this forum.

New Business – ARRA (a.k.a. “Stimulus”) Employment Reporting

The American Recovery and Reinvestment Act of 2009 requires that Owner agencies obtain employment data from contractors that work on ARRA funded projects. A new draft specification and form, designed for that purpose, were distributed for the Team's information. The Team was informed that the FHWA is still revising their guidance daily, and the final spec is likely to change as the requirements develop.

The Team eagerly stated their opinions of these reporting requirements. However, the law requires that employment information must be provided, and the Teams opinions do not change that fact.

Concern was expressed over the requirement for the contractor to certify the employment information. Materials testers, surveyors, owner/operators and service providers are not required to submit certified payrolls. Therefore, contractors do not receive records that would enable them to certify that they are knowledgeable of the employment status and hours worked for all employees, as required by the reporting form. Can the form be changed to eliminate the certification? The fed guidance describes the forms as “guide forms” which may mean that agencies can create their own forms. It was unknown whether those agency created forms must adhere to this requirement. It was also observed that the certification makes no mention of the data being true or correct, and was viewed as being essentially worthless and likely unenforceable.

Action Item: Dave Mariman will check into eliminating or revising the certification.

Additional concern was expressed over how WSDOT might administer this specification. Contractors cannot actually certify the employment data, but fear WSDOT will attempt to make them verify and provide data to support the employment information through certified payrolls. No Construction Manual language yet exists for this, but WSDOT recognizes that such verification would be impossible to do, and of dubious value considering the additional estimating of indirect jobs (and other hocus-pocus) that will be performed on the base data after it is submitted to FHWA.

The withholding of progress payments for failure to submit employment data was also a point of discussion. WSDOT asked FHWA about the repercussions to the Agency for not providing the data, and was told that federal funding would be withheld in this event. Accordingly, this seems like a fair pass-through to the Contractor.

Old Business – Price Adjustment Clauses

Mark Rohde distributed copies of Oregon’s steel cost adjustment and Montana’s fuel cost adjustment specifications. Dave Mariman distributed copies of information that was used at the time steel and fuel cost adjustment specs were originally written, including specs from several other states, and copies of the FHWA guidance on how to prepare commodity price adjustment clauses. The fed guidance is the source of the fuel consumption factors used in the WSDOT specifications, as well as other states. It was noted that the rate for HMA production does not account for natural gas used as burner fuel.

Action Item: Review for use in modifying the WSDOT cost adjustment specs.

New Business – Disputes Review Boards

A draft rewrite of the DRB specifications was distributed prior to the meeting. The spec is being revised to require that, for projects with a seated DRB, all unresolved disputes shall be heard before that DRB as a prerequisite to filing a claim. The current spec requires mutual agreement of both parties before an issue can go before a seated DRB. The Team agreed that once a Board is established, disputes should go before the Board.

Action Item: Review for discussion at the next meeting.

New Business – Contractor Design of Work Zone

Due to budget constraints, WSDOT is going through an effort to reduce preliminary engineering and construction engineering costs. It was suggested that contractors design the work zone for simple projects like small pavers. Draft specs were distributed for review and comment (attached).

The initial response was that contractors are already re-designing the work zone under contract anyway. This proposal is not much different than what is already occurring on some projects. Additional response was that this adds considerable risk to a contractor that may bid a project with a specific traffic control strategy in mind, only to find their TCP's rejected by the Owner. Others suggested that this will only add to the headaches contractors currently experience with Lump Sum traffic control. However, insufficient time remained to fully discuss this proposal.

Action Item: Please review and provide comments on the draft spec by e-mail.

Misc. Business

Craig reported the status of significant legislation in the works. There are efforts to require that contractors certify that prevailing wages are paid to entities working outside the state. The bill that would require all subs to be listed is going down. The bill that reorganizes WSDOT regions is still moving forward. "Made in Washington" is gone. There is a bill that would require Owners to pay the undisputed amounts of change order work promptly. Does the Construction Manual need to be clarified in regards to payment of interest when prompt payment is not made?

Tina reminded the Team that the APWA workshop on bidder responsibility will be occurring in April, for those that want to participate.

The meeting adjourned at 12:15 pm.

Future Meetings: Apr. 17, May 15

Team's "Round Tuit" List

1. Lump Sum Traffic Control application
2. Bid Item for On-site Overhead
3. Joint Training—Documentation
4. Payroll, Wage Administration procedures
5. DBE Good Faith Efforts – inconsistent evaluation
6. AFAD flagger backup

1-09.11 Disputes and Claims

When protests occur during a Contract, the Contractor shall pursue resolution through the Project Engineer. The Contractor shall follow the procedures outlined in [Section 1-04.5](#).

If the negotiations using the procedures outlined in [Section 1-04.5](#) fail to provide satisfactory resolution of protests, then the Contractor shall provide the Project Engineer with written notification that the Contractor will continue to pursue the dispute in accordance with the provisions of [Section 1-09.11\(1\) through the use of the Disputes Review Board](#). The written notification shall be provided within 7-calendar days after receipt of the Engineer's written determination that the Contractor's protest is invalid pursuant to [Section 1-04.5](#). ~~The Contractor's written notice of dispute shall indicate whether the Contractor prefers to resolve the dispute through the use of a Disputes Review Board as outlined in Section 1-09.11(1), or to submit a formal claim directly to the Contracting Agency pursuant to Section 1-09.11(2).~~

If a Disputes Review Board is requested by the Contractor, the Contracting Agency will ~~notify-acknowledge~~ the Contractor in writing ~~the need for whether the use of a Disputes Review Board is agreed upon~~ within 7-calendar days after receiving the Contractor's written notice of dispute. ~~If both parties to the dispute agree, then the dispute will be referred to a Disputes Review Board according to Section 1-09.11(1). If the parties do not mutually agree to establish a Disputes Review Board then none shall be used, and the Contractor shall submit a formal claim directly to the Contracting Agency as outlined in Section 1-09.11(2), Claims.~~

In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

1-09.11(1) Disputes Review Board

In order to assist in the resolution of disputes arising out of the Work of this project, the Contract provides for the establishment of a Disputes Review Board, hereinafter called the "Board." The Board is created when negotiations using the procedures outlined in [Section 1-04.5](#) fail to provide a satisfactory resolution and the ~~Contracting Agency and Contractor requests mutually agree~~ to use a Board as part of the disputes resolution process prior to the Contractor filing a formal claim pursuant to [Section 1-09.11\(2\)](#).

The Board will consider disputes referred to it and furnish recommendations to the Contracting Agency and Contractor to assist in the resolution of the differences between them. The purpose of the Board response to such issues is to provide nonbinding findings and recommendations designed to expose the disputing parties to an independent view of the dispute.

The Board members will be especially knowledgeable in the type of construction involved in the Project and shall discharge their responsibilities impartially and independently considering the facts and conditions related to the matters under consideration and the provisions of the Contract

1-09.11(1)A Disputes Review Board Membership

The Board shall consist of ~~1-one~~ member selected by the Contracting Agency and ~~1-one~~ member selected by the Contractor, with these ~~2-two~~ members to select the third member. The first ~~2-two~~ members shall be mutually acceptable to both the Contracting Agency and the Contractor. If ~~1-one~~ or both of the ~~2-two~~ members selected are not acceptable to the Contracting Agency or Contractor, another selection shall be made.

The Contracting Agency and Contractor shall each select their respective Board member and negotiate an agreement, separate and apart from this Contract, with their respective Board member within 14-calendar days after the ~~parties have agreed~~ ~~Contracting Agency has acknowledged the request~~ to establish a Board, as outlined in [Section 1-09.11\(4\)](#).

The agreements with these ~~2-two~~ Board members shall contain language imposing the "Scope of Work" and "Suggested Administrative Procedures" for Disputes Review Boards available at www.wsdot.wa.gov/Consulting/. These negotiated agreements shall also include clauses that require the respective selected members to immediately pursue selection of a third member. The goal is to obtain a third Board member who will complement the first ~~2-two~~ by furnishing a needed expertise, which will facilitate the Board's operations.

In case a member of the Board needs to be replaced, the replacement member will be appointed in the same manner as the replaced member was appointed. The appointment of a replacement Board member will begin promptly upon determination of the need for replacement and shall be completed within 30-calendar days.

Service of a Board member may be terminated at any time with not less than 30-calendar days notice as follows:

1. The Contracting Agency may terminate service of the Contracting Agency appointed member.
2. The Contractor may terminate service of the Contractor appointed member.
3. The third member's services may be terminated by agreement of the other ~~2-two~~ members.
4. By resignation of the member.

Termination of a member will be followed by appointment of a substitute as specified above.

No member shall have a financial interest in the Contract, except for payments for services on the Board. The Contracting Agency-selected member and the Contractor-selected member shall not have been employed by the party who selected them within a period of ~~1-one~~ year; except that, service as a member of other Disputes Review Boards on other contracts will not preclude a member from serving on the Board for this Contract.

Compensation for the Board members, and the expenses of operation of the Board, shall be shared by the Contracting Agency and Contractor in accordance with the following:

1. The Contracting Agency will compensate directly the wages and travel expense for its selected member.
2. The Contractor shall compensate directly the wages and travel expense for its selected member.
3. The Contracting Agency and Contractor shall share equally in the third member's wages and travel expense, and all of the operating expenses of the Board. These equally shared expenses shall be billed to and paid by the Contracting Agency. The Contractor's share will be deducted from monies due or coming due the Contractor.
4. The Contracting Agency, through the Engineer, will provide administrative services, such as conference facilities and secretarial services, to the Board and the Contracting Agency will bear the costs for this service.

1-09.11(1)B Disputes Review Board Procedures

The Board, the Contracting Agency, and the Contractor shall develop by agreement the Board's rules of operation and procedures to be followed for the Project. In developing the Agreement, the parties shall take into consideration their respective duties and responsibilities set forth in the "Scope of Work" section of their agreements.

The parties may also consider the "Suggested Administrative Procedures" for the Board's operation included in their agreements. These Procedures express, in general terms, the policy for the creation and operation of the Board.

No dispute shall be referred to the Board unless the Contractor has complied with the requirements of [Section 1-04.5](#) and [Section 1-09.11](#), ~~and the parties have mutually agreed to refer the dispute to the Board in an attempt to resolve the dispute prior to the Contractor filing a claim according to Section 1-09.11(2)~~. If the dispute is referred to the Board, then the Board will consider the matter in dispute and provide recommendations concerning:

1. The interpretation of the Contract
2. Entitlement to additional compensation or time for performance
3. The amount of additional compensation or time for performance following a recommendation of entitlement by the Board provided that; (1) the parties were not able to reach a resolution as to the amount of the equitable adjustment or time; (2) the Engineer has made a unilateral determination of the amount of compensation for time; and (3) the Contractor has protested the Engineer's unilateral determination.
4. Other subjects mutually agreed by the Contracting Agency and Contractor to be a Board issue.

Once the Board is established, the dispute resolution process shall be as follows:

1. Board hearing dates will be scheduled by agreement of the parties.
2. The Contractor and the Contracting Agency shall each be afforded an opportunity to be heard by the Board and to offer evidence. Either party furnishing any written evidence or documentation to the Board must furnish copies of such information to the other party a minimum of 15-calendar days prior to the date the Board sets to convene the hearing for the dispute. Either party shall produce such additional evidence as the Board may deem necessary to an understanding and determination of the dispute and furnish copies to the other party.
3. After the hearing is concluded, the Board shall meet in private and reach a conclusion supported by ~~2~~^{two} or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent Contract Provisions and facts and circumstances involved in the dispute. The Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The Board shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member may prepare a minority report.
4. Within 30-calendar days of receiving the Board recommendations, both the Contracting Agency and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. Although both parties should place weight upon the Board recommendations, the recommendations are not binding.

In the event the Board's recommendations do not lead to resolution of the dispute, all Board records and written recommendations, including any minority reports, will be admissible as evidence in any subsequent litigation.

If the Board's assistance does not resolve the dispute, the Contractor must file a claim according to [Section 1-09.11\(2\)](#) before seeking any form of judicial relief.

1-09.11(2) Claims

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all the means provided in [Sections 1-04.5](#) and [Section 1-09.11\(1\)](#) to resolve a dispute, including the use of a Disputes Review Board ~~if one was established~~, the Contractor may file a claim as provided in this section. The Contractor agrees to waive any claim for additional payment if the written notifications provided in [Section 1-04.5](#) are not given, or if the Engineer is not afforded reasonable access by the Contractor to complete records of actual cost and additional time incurred as required by [Section 1-04.5](#), or if a claim is not filed as provided in this section. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Engineer access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Engineer, is found to have merit, the Engineer will make an equitable adjustment either in the amount of costs to be paid or in the time required for the Work, or both. If the Engineer finds the claim to be without merit, no adjustment will be made.

All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Engineer to ascertain the basis and amount of the claim. All claims shall be submitted to the Project Engineer as provided in [Section 1-05.15](#). As a minimum, the following information must accompany each claim submitted:

1. A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the claim.
2. The date on which facts arose which gave rise to the claim.
3. The name of each Contracting Agency individual, official, or employee involved in or knowledgeable about the claim.
4. The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.
5. If the claim relates to a decision of the Engineer which the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.
6. The identification of any documents and the substance of any oral communications that support the claim.
7. Copies of any identified documents, other than Contracting Agency documents and documents previously furnished to the Contracting Agency by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).
8. If an extension of time is sought:
 - a. The specific days and dates for which it is sought,
 - b. The specific reasons the Contractor believes a time extension should be granted,
 - c. The specific provisions of [Section 1-08.8](#) under which it is sought, and
 - d. The Contractor's analysis of its progress schedule to demonstrate the reason for a time extension.
9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
 - a. Labor;
 - b. Materials;
 - c. Direct equipment. The actual cost for each piece of equipment for which a claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement which was in effect when the Work was performed. In no case shall the amounts claimed for each piece of equipment exceed the rates established by that Equipment Rental Agreement even if the actual cost for such equipment is higher. The Contracting Agency may audit the Contractor's cost records as provided in [Section 1-09.12](#) to determine actual equipment cost. The following information shall be provided for each piece of equipment:
 - (1) Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12 "G," Tractor Crawler ROPS & Dozer Included Diesel, etc.);
 - (2) The hours of use or standby; and
 - (3) The specific day and dates of use or standby;
 - d. Job overhead;
 - e. Overhead (general and administrative);
 - f. Subcontractor's claims (in the same level of detail as specified herein is required for any Subcontractor's claims); and
 - g. Other categories as specified by the Contractor or the Contracting Agency.
10. A notarized statement shall be submitted to the Project Engineer containing the following language:
Under the penalty of law for perjury or falsification, the undersigned,

_____, _____
(name) (title)

of _____
(company)

hereby certifies that the claim for extra compensation and time, if any, made herein for Work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Dated _____/s/_____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires: _____

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any alleged claim. The Contractor shall permit the Engineer to have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claim. The Contractor shall retain those records for a period of not less than three years after final acceptance.

The Contractor shall pursue administrative resolution of any claim with the Engineer or the designee of the Engineer.

Failure to submit with the Final Contract Voucher Certification such information and details as described in this section for any claim shall operate as a waiver of the claims by the Contractor as provided in [Section 1-09.9](#).

Provided that the Contractor is in full compliance with all the provisions of this section and after the formal claim document has been submitted, the Contracting Agency will respond, in writing, to the Contractor as follows:

1. Within 45-calendar days from the date the claim is received by the Contracting Agency if the claim amount is less than \$100,000;
2. Within 90-calendar days from the date the claim is received by the Contracting Agency if the claim amount is equal to or greater than \$100,000; or
3. If the above restraints are unreasonable due to the complexity of the claim under consideration, the Contractor will be notified within 15-calendar days from the date the claim is received by the Contracting Agency as to the amount of time which will be necessary for the Contracting Agency to prepare its response.

Full compliance by the Contractor with the provisions of this section is a contractual condition precedent to the Contractor's right to seek judicial relief.

1-09.11(3) Time Limitation and Jurisdiction

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the State of Washington arising from the Contract shall be brought within 180-calendar days from the date of final acceptance ([Section 1-05.12](#)) of the Contract by the State of Washington; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of Thurston County. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the State of Washington arising from the Contract are filed with the State or initiated in court, the Contractor shall permit the State to have timely access to any records deemed necessary by the State to assist in evaluating the claims or action.

Special Provision

Contractor Provided Traffic Control Plans

Section 1-10.2(2) is revised to read:

The Contractor shall submit for approval traffic control plans for all required Work in the contract at least 15 calendar days in advance of the time the plan is scheduled to be utilized. The Contractor shall either develop traffic control plans or, where applicable, may select from Standard Plans K-10.20-01 through K-60.40-00. Traffic control plans shall not be implemented until they are approved in writing by the Project Engineer.

Contractor developed traffic control plans shall show a method of moving all vehicle, bicycle, and pedestrian traffic through the project without detouring traffic off of the State route. Traffic control plans shall conform to the established standards for plan development as shown in the *MUTCD*, Part 6, and shall be consistent with the work zone hardware recommendations in Chapter 9 of the AASHTO Roadside Design Guide, "Traffic Barriers, Traffic Control Devices, and Other Safety Features for Work Zones" 2002 available for purchase at <http://www.aashto.org/bookstore>. The plans shall show locations for all flaggers, spotters, traffic control devices, and advance warning signs. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station. The following link contains several generic workzone plans that may be used as a starting point for development of the project specific traffic control plans:

<http://www.wsdot.wa.gov/Design/Standards/PlanSheet/WZ.htm>

Revisions to the original Contractor's submittal shall be provided to the Engineer for approval at least 5-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval and providing copies of the approved traffic control plans to the Traffic Control Supervisor.

Traffic control plans shall meet the following additional performance requirements:

****Insert region performance specs here, some may include:

- Number of workzones at any one time
- Length of one lane closures for different operations
- Maximum delay of vehicles
- Minimum width of lanes through workzones
- Distance between workzones
- Detours off of State highways shall not be used
- Use of TMA for lane closures
- Use of VMS

- Hours of work within the traveled way
- Others

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

No specific unit of measure will apply to the lump sum item "Traffic Control Plans."

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

"Traffic Control Plans", lump sum

The lump sum Contract price for "Traffic Control Plans" shall be full pay for all costs incurred by the Contractor in performing the Contract Work described in Section 1-10.2(2).