

PROCEDURES FOR REVIEW OF PROPOSED PROJECT SPECIFIC SPECIAL PROVISIONS

Existing Standard Specifications and General Special Provisions (including BSP's) are preapproved for use. Any departure from these, be it revision, deletion, replacement or supplement, requires approval of the Construction Office as follows

Division 1	State Const Engr, Admin (Craig McDaniel, Randy Dubigk or Mike Grigware)
Division 6	State Const Engr, Bridge (Mark Gaines)
Division 2-5 & 7-8	State Const Engr, Roadway (Dave Erickson)
Division 9	Gaines or Erickson depending on Bridge or Roadway—They will review any change in this section with the HQ Materials Lab before granting approval.

Prior Discussions:

Don't waste a lot of time and effort writing a special provision and submitting it for review without prior discussions. Talk it over before you start. Invite both the Construction PE and HQ Construction into the project strategy discussions before any PS&E work is started. Discuss concepts and potential conflicts with specifications at an early stage and there is a far greater chance for the development of a successful specification. Under no circumstances should a special provision be developed without consultation from the Construction PE or, where no PE has been identified, from the Region Construction Office.

Timeliness:

The worst time for a submittal, and the most likely cause for a submittal to be rejected out of hand, is one day before the Ad date. Special Provisions should be developed well ahead of the final review set.

Why is a special provision necessary?

HQ Construction will assume that a standard specification is fine unless you provide a sound reason why it is not. There seem to be four types of reasons for change proposals:

1. The situation is such that no standard specification covers the work required (mechanical/electrical rehabilitations, 'new' technology, ITS systems, seismic retrofits, buildings, new products.)
2. The standard spec is fine, but it just doesn't work in the situation we're faced with. (If you make a good case and if you've written a good spec, we'll approve these for you.)
3. The standard spec is flawed and doesn't do the job. (In this case, and if you've written a good spec, we'll approve your proposal and start immediately to work on fixing the standard spec.)

4. There's nothing wrong with the standard spec, we just don't want to do it that way. (Most likely will be rejected.)

In any case, your proposal must be accompanied by an explanation. Don't plan on others figuring out why you want to do this or even what your spec is trying to say. If your submittal does not provide adequate justification it will be rejected before a review of the special provision is made.

Who says a special provision is needed and appropriate?

As a first review, the Design PE does. Do NOT take support group special provision packages and simply staple them onto a project package. The special provisions prepared by a support group must be reviewed to ensure that they fit within the specifications/special provisions of your project. All special provisions included in a project are considered to belong to the design PE.

As a designer, you are working in a design office under the direct supervision of a professional engineer. The Design PE must endorse the specification/special provision proposal before it goes out for review.

The PS&E you are preparing will be administered by a construction project engineer. All proposals should receive concurrence from the construction PE or the Region Construction Office before it goes to Region or Headquarter review.

Each Region will set its own region review/approval policies.

HQ Construction will not approve any proposal that does not have the concurrence of the Region's construction people, either the PE or the supervisor of PE's. The request to HQ Construction should be made directly from the Design PE or, at the very least, at the specific direction of that engineering supervisor.

If a Proposed Spec has passed those hurdles, then what?

HQ Construction will look at the spec from several points of view. Is it clear and concise? Does it conflict in any way with other specifications or project provisions? Is it legal? Does it satisfy all Federal spec requirements? Does it maintain the Department's philosophy of sharing risk with the Contractor? Is it enforceable? Can the Contractor bid it competently? Are grammar, punctuation and spelling perfect? Is there any chance for ambiguity? (Can it be interpreted in more than one way?) Does the spec still work if things don't go as expected? Do other specs have to be modified to make it work?

HQ Construction will accept proposals in any format and attempt to answer them. The preferred, and the most effective, method of communication is e-mail with attached documents. You can address e-mails to the right person listed above, or to anyone else in the Construction Office, who will forward your message to the right desk.

Then what happens?

Reviews are tracked via outlook folders. Once your special provisions receive HQ approval the approved format will be posted in an outlook folder. HQ Plans Review will refer to these approved special provisions when reviewing a PS&E.

You can find storage folders in the Exchange server for Outlook. They are listed under “All Public Folders\WSDOT\Construction” in four sub-folders. The first is catalogued by project name and contains communications and discussions that have not yet led to approvals. The second is also catalogued by project name and contains approvals granted for the job. The third is sorted by Contract Number and contains folders for jobs that are on Ad. The fourth and final subfolder is an archive of approvals for jobs that have been awarded and are underway.

Tips from the Construction Office:

- Strive for end-product rather than method specs
- If you get an end-product that works, don't try to impose methods, too
- Don't try to manage the Contractor's schedule
- Don't use calendar days
- Don't use a calendar end date
- Don't use 7-day weeks except rarely
- Don't try to make the Contractor responsible for weather
- Don't even think about innovative specs without thorough prior consultation
- Don't try to insert a warranty
- If you're using an incentive or damage amount, include a justification
- Don't try to leave flexibility for the Project Engineer
- Don't use the expression “as directed by the Engineer”
- Don't include post-award qualification of subs
- Don't use “incidental” unless it really can't be measured and bid. Make sure that the “incidental” work is tied to a logical bid item and not “other items of work”
- If you use “costs are covered by other items,” state which costs and which other items.
- Write specs—Don't use “we'll know it when we see it”
- No “just in case” special provisions (or quantities)
- Many specifications have been negotiated with industry groups such as AGC, WAPA, etc. Suggested changes to these specs will likely be denied
- Don't relinquish design responsibilities to the contractor
- Don't use material specs that aren't needed – for example using gravel borrow when select borrow or common borrow would be adequate
- Use a format similar to the Standard Specifications (description, materials, construction requirements, measurement, payment)